



**CITY COUNCIL REGULAR MEETING
MONDAY, MAY 1, 2023 – 6:00 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.

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 comply with rules of decorum.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive the Animal Shelter Advisory Committee's Annual Report.

7. WORK SESSION TOPIC

A. Discuss banners across South Friendswood Drive.

8. ZONE CLASSIFICATION CHANGE FROM SINGLE FAMILY RESIDENTIAL TO COMMUNITY SHOPPING CENTER 801 W PARKWOOD AVENUE

A. Conduct a public hearing regarding a request for a zone classification change located at 801 W. Parkwood Ave., a 6.3951 acre tract of land within the Whitney Subdivision and the Sarah McKissick League Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Community Shopping Center (CSC).

B. Consider an ordinance amending the Official Zoning Map of the City of Friendswood to change the zoning classification of the property located at 801 W. Parkwood Ave., being a 6.3951-acre tract of land within the Whitney Subdivision and the Sarah McKissick League Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas, from Single Family Residential (SFR) to Community Shopping Center (CSC).

9. ZONE CLASSIFICATION CHANGE FROM SINGLE FAMILY RESIDENTIAL TO DOWNTOWN DISTRICT WITH A SPECIFIC USE PERMIT TO ALLOW NAICS USE#8131, RELIGIOUS ORGANIZATIONS AND NAICS USE#624, SOCIAL ASSISTANCE 502 S. FRIENDSWOOD DRIVE AND 107 W. SPREADING OAKS

- A. Conduct a public hearing regarding a request for a zone classification change located at 502 S. Friendswood Drive and 107 W. Spreading Oaks, 6.0551 acres out of Lots 1, 2, 4 and 8, Block 12, Friendswood, Friendswood, Galveston County, Texas, according to the plat thereof as filed in Plat Book 7, Page 21, Galveston County Map Records, to change from Single Family Residential (SFR) to Downtown District (DD) with a Specific Use Permit to allow NAICS Use #8131, Religious Organizations and NAICS Use #624, Social Assistance.
- B. Consider an ordinance amending the Official Zoning Map of the City of Friendswood to change the zoning classification of the property located at 502 S. Friendswood Drive and 107 W. Spreading Oaks, being 6.0551 acres out of Lots 1, 2, 4 and 8, Block 12, Friendswood, Galveston County, Texas, according to the plat thereof as filed in Plat Book 7, Page 21, Galveston County Map Records, Friendswood, Galveston County, Texas, from Single Family Residential (SFR) to Downtown District (DD) and granting a Specific Use Permit to allow NAICS Use #8131 "Religious Organizations" and NAICS Use #624 "Social Assistance" for such property.

10. CITY MANAGER'S REPORT

- A. Present an update regarding the City receiving the GFOA Distinguished Budget Presentation Award.
- B. Present election day information for the City of Friendswood, May 6, 2023, General Election.
- C. Present an update regarding the Friendswood Police Department entering into an agreement with the Galveston County Health District to receive Naloxone along with training on how to use the life-saving medication.
- D. Recognize Keep Friendswood Beautiful board member, Kaye Corey for being awarded the 2023 O.P Schnabel Volunteer of the Year Award.
- E. Recognize the Director and Deputy Director of Information Technology for their recent Cybersecurity efforts.

11. BUSINESS ITEMS

- A. Consider authorizing a Janitorial Services Agreement with American Janitorial Services Ltd. (RFP No. 2023-07).
- B. Consider approving an Emergency Dispatching Services Agreement between the City and Harris County Municipal Utility District No. 55.
- C. Consider authorizing an Interlocal Agreement with Galveston County Consolidated Drainage District for the acquisition of property for flood mitigation improvements at 23 Wilderness Trail.
- D. Consider authorizing an Earnest Money Contract with the Estate of Mary Ellen Colbaugh Bellard for the purchase of approximately 2.019 acres located at 23 Wilderness Trail, Friendswood, Galveston County, Texas and authorize the City Manager to close on the property.
- E. Consider authorizing an Earnest Money Contract with the Estate of Charles Crady III, for the purchase of approximately 3.4 acres described as Tract 16, Abstract 15, J. Dickerson Survey, Friendswood, Harris County, Texas.

- F. Consider awarding a Construction Contract to Triple B Services, LLP for the Blackhawk Boulevard Reconstruction Phase II-B Project (Bid No. 2023-05).
- G. Consider awarding the 2020 Lift Station Mitigation Package 3 / Harvey Lift Station Repairs and Mitigation Project to McDonald Municipal & Industrial, a Division of C.F. McDonald Electric, Inc. (Bid No. 2023-08).
- H. Consider authorizing the First Amendment to the Agreement with Harris County for the Blackhawk Property Acquisition and Rehabilitation Project.
- I. Consider authorizing the First Amendment to the Agreement with Harris County for the Forest Bend Detention Pond Project.

12. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment VII" and providing for supplemental appropriation and/or transfer of certain funds.
- B. Consider on first reading an ordinance amending Chapter 58 "Parks and Recreation," Article I "In General" of the Friendswood City Code by renumbering Section 58-96 "Exemptions from Division" and adding a new Section 58-96, entitled "Dogs," to prohibit dogs at certain city parks during athletic practice sessions, games, or league or tournament activities.
- C. Consider a resolution establishing legislative priorities for the for the 88th Legislative Session of the Texas Legislature.

13. CONSENT AGENDA

- A. Consider the second and final reading of an ordinance consenting to the rate adjustment requested by Waste Connections of Texas, LLC, d/b/a Waste Connections of Texas, to offset its increased cost in connection with performing services under the Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Friendswood.
- B. Consider a resolution denying Texas-New Mexico Power Company's application 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 finding that the City's reasonable rate case expenses should be reimbursed.
- C. Consider a resolution denying CenterPoint Energy Houston Electric, LLC's application to amend its distribution cost recovery factor to increase distribution rates within the City and finding that the City's reasonable rate case expenses shall be reimbursed.
- D. Consider authorizing a Maintenance License Agreement with the Laurelfeld Homeowners Association, Inc.
- E. Consider authorizing the purchase of additional video surveillance to upgrade the surveillance system of the Public Safety Building through Light House Video Surveillance.
- F. Consider ratifying the City Manager's signature on Change Order Number 6 for the Public Safety Building Expansion Project.
- G. Consider accepting the GC Ortho, LLC, Utility Improvements Project and the commencement of the contractor's one-year maintenance period.
- H. Consider accepting the 1 Parkside Drive (formerly known as 1 Hatcher Lane) Waterline Improvements Project and the commencement of the contractor's one-year maintenance period.

- I. Consider rejecting all bids received for the Demolition and Removal Services Contract for Frenchman's Creek (Bid No. 2023-03).
- J. Consider rejecting all bids received for the Blackhawk Emergency Shelter Project (Bid No. 2023-06).
- K. Consider approving a banner permit application for Mary Queen Catholic Church to advertise its annual Mary Queen Parish Festival.
- L. Consider selecting George W. Offenhauser, Sr., as Grand Marshal of the July 4, 2023 Parade.
- M. Consider approving the ad valorem tax report for March 2023.
- N. Consider approving the minutes of the City Council Regular Meeting held on April 3, 2023.

14. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Fair Housing Act.

15. 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 TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).



Leticia Brysch, City Secretary
Posted in compliance with the Open Meetings Act on this
27th day of April 2023, at 6:00 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 1, 2023

Date submitted: 03/07/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Animal Shelter Advisory Committee's Annual Report.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

A report to City Council and the community about the functions and efforts of the Animal Control Unit during the 2022 calendar year is attached to this agenda item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Accept the report from the Animal Shelter Advisory Committee

ATTACHMENTS

1. 2022 Animal Control Advisory Committee Report to Council

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 1, 2023

Date submitted: 04/04/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discuss banners across South Friendswood Drive.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This workshop item was added to the agenda at the request of Councilmember Rockey. Throughout the year, there are a number of requests to place banners across South Friendswood Drive near Stevenson Park.

The placement of each banner requires quite a bit of staff resources, equipment (i.e. bucket truck), and impacts traffic along a heavily traveled thoroughfare. This past month, a portion of Mary Queen's banner tore free from the poles and ended up in the City's storm sewer inlet on South Friendswood Drive.

The purpose of the item is to discuss alternative options to the banners themselves.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Draft Ordinance - Temporary Street Banner Signs

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 1, 2023

Date submitted: 03/16/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding a request for a zone classification change located at 801 W. Parkwood Ave., a 6.3951 acre tract of land within the Whitney Subdivision and the Sarah McKissick League Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas, to change from Single Family Residential (SFR) to Community Shopping Center (CSC).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning of this tract from Single Family Residential (SFR) to Community Shopping Center (CSC). Currently there are no plans for development of the tract. Changing the zoning would allow the owner to market and sell the property for commercial development, which is in compliance with the Future Land Use Map. While there are no guarantees, the most likely location of the on-site detention pond for the tract would be towards the back of the property, which would provide an additional buffer area for the adjacent residential zoned properties. The required landscaping for a commercial tract abutting a residential tract and also located within the Community Overlay District (COD) is a 15-foot landscape buffer with a tree planted every 25 feet in addition to an 8-foot opaque fence.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Changing the zoning of this tract complies with the Future Land Use Map and also supports the economic goals of the city in diversifying the tax base and promoting commercial development along the FM 528 corridor.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held April 13, 2023, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Rives and Koerner were absent) on a motion to approve the requested zone change. See attached recommendation memo.

ATTACHMENTS

1. Zone Change Application
2. Current Deed
3. Metes Bounds Description and Exhibit
4. Aerial Map
5. Future Land Use Map
6. Location Map
7. Zoning Map

8. Rezoning Report
9. PZ Recommendation Memo



City of Friendswood – Community Development

910 S. Friendswood Drive

Friendswood, TX 77546

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

www.ci.friendswood.tx.us



Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: Retail CSC

☐ Specific Use Permit Option 1

☐ Planned Unit Development Option 1

☐ Specific Use Permit Option 2

☐ Planned Unit Development Option 2

SUP for Use(s) #: _____

PROPERTY IDENTIFICATION:

Address: 801 W. Parkwood Avenue

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

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: Manison Family Living Trust Phone: 713-882-4655

Owner's Mailing Address: 105 Hunters Lane, Ste. 108A

City: Friendswood State: TX Zip: 77546 Fax: _____

Owner's Email Address: ruthann@prince-properties.com

AGENT'S NAME : Ruth Ann Manison Phone: 713-882-4655

Agent's Mailing Address: 105 Hunters Lane, Ste. 108A

City: Friendswood State: TX Zip: 77546 Fax: _____

Agent's Email Address: ruthann@prince-properties.com

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

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

Owner's Signature: Ruthann Manison Successor Date: 3/9/23

Agent's Signature: _____ Date: _____

Received By: Becky Bennett
Date of Public Hearing: 4-13 + 5-1
Property Owner Notices: 3-31-2023

Application Number: 2023-0005
Received Date: 3-9-2023
Newspaper Notice: 3-20-2023
Sign on Property: 3-31-2023

DEED
BOOK 2183 PAGE 390

33328

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

EXECUTED this 12th day of May, 1971.

Rex Clawson
REX CLAWSON, Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

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

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

Wm. A. Shelton (HARRIS N. SHELTON)
Notary Public in and for
Harris County, Texas

2
HAC 14623-09-00073

AFFIDAVIT OF HEIRSHIP

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS.

COUNTY OF GALVESTON

§

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

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

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

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

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

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

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

7 The Decedent died without leaving a written will.

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

9. The Decedent left no debts that are unpaid.

10. There are no unpaid estate or inheritance taxes due

11 Decedent owned an interest in the following real property:

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

12 The following were the heirs of Decedent Marjorie Robinson Manison



2 PGS

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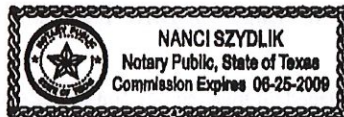
13 Affiant makes this Affidavit with full knowledge that it will be relied upon by others as to the truth of the matters stated herein "

Executed this 18th day of March, 2009

Brad Wolfe
Brad Wolfe

STATE OF TEXAS §
COUNTY OF Galveston §

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



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

MY COMMISSION EXPIRES
06-25-2009

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

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2009017779

April 03, 2009 10 17 56 AM

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Mary Ann Daigle, County Clerk
Galveston County, TEXAS

AFFIDAVIT OF HEIRSHIP - Page 2
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AFFIDAVIT OF HEIRSHIP

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GALVESTON

§

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

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

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

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

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

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

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

7 The Decedent died without leaving a written will

8 There has been no administration of Decedent's estate

9 The Decedent left no debts that are unpaid

10 There are no unpaid estate or inheritance taxes due

11 Decedent owned an interest in the following real property

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

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



2 PGS

2009017780

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

Executed this 24 day of March, 2009

Leonor P. Olivares
Leonor Olivares

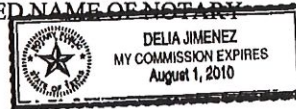
STATE OF TEXAS §
COUNTY OF Harris §

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

M. Jimenez
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES

PRINTED NAME OF NOTARY



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

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2009017780

April 03, 2009 10 17 56 AM

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Mary Ann Daigle, County Clerk
Galveston County, TEXAS

AFFIDAVIT OF HEIRSHIP - Page 2
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June 26, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

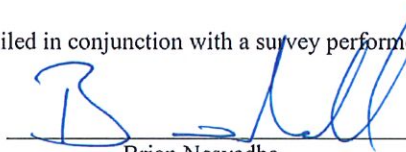
THENCE, in a northwesterly direction with the northeast line of said 1.6875 acre tract and with a curve to the right having a radius of 2,993.83 feet, a central angle of 06° 27' 50", a length of 337.75 feet, and a chord bearing North 53° 56' 16" West - 337.57 feet to a 5/8-inch iron rod with cap stamped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

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

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

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

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


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





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



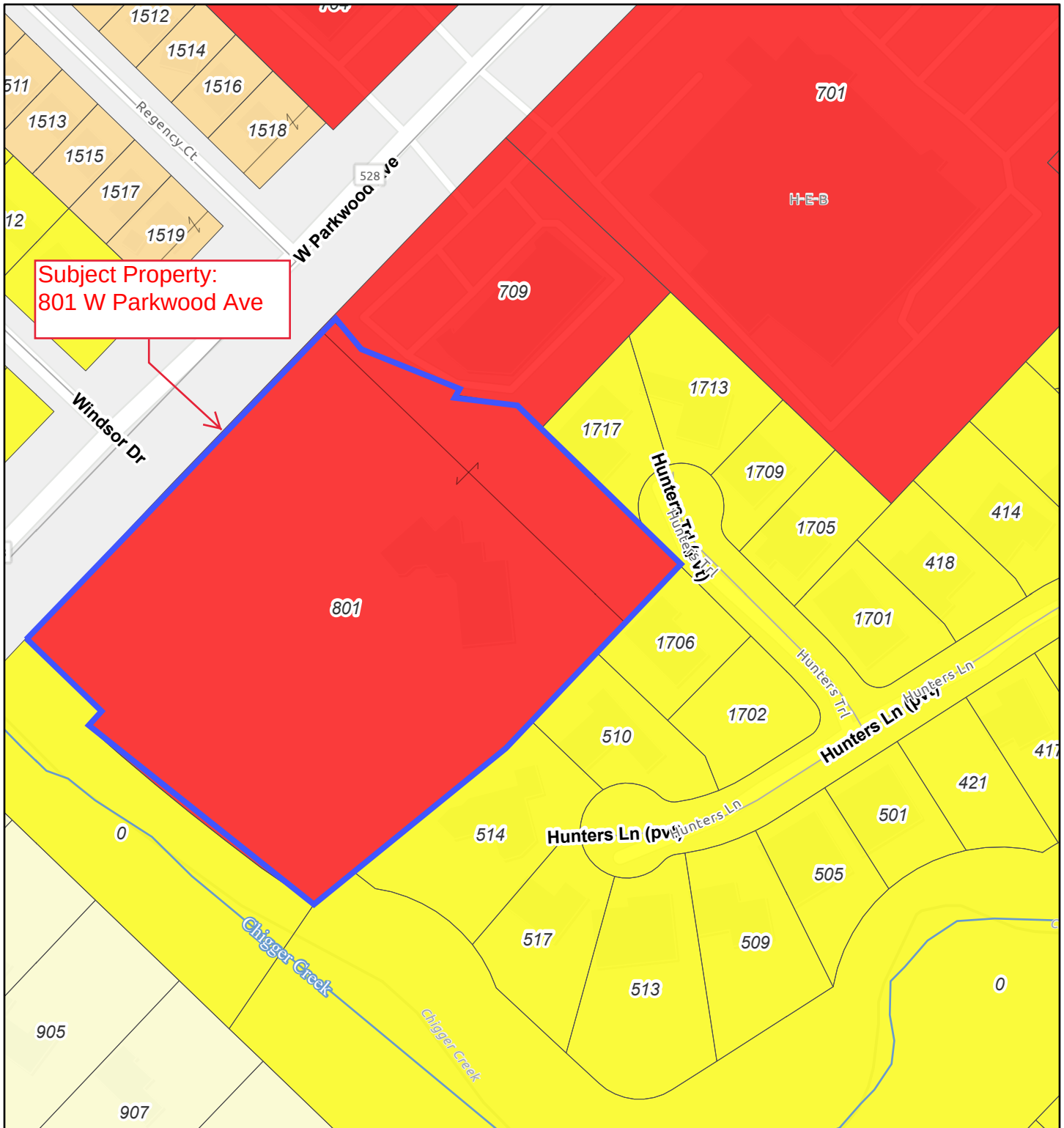
City of Friendswood
 910 South Friendswood Drive
 Friendswood, Texas 77546
 (281) 996-3200
www.ci.friendswood.tx.us

Friendswood GIS Mapping



1" = 207'
 Page 10 of 380

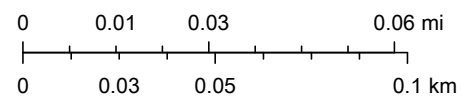
Friendswood, Texas



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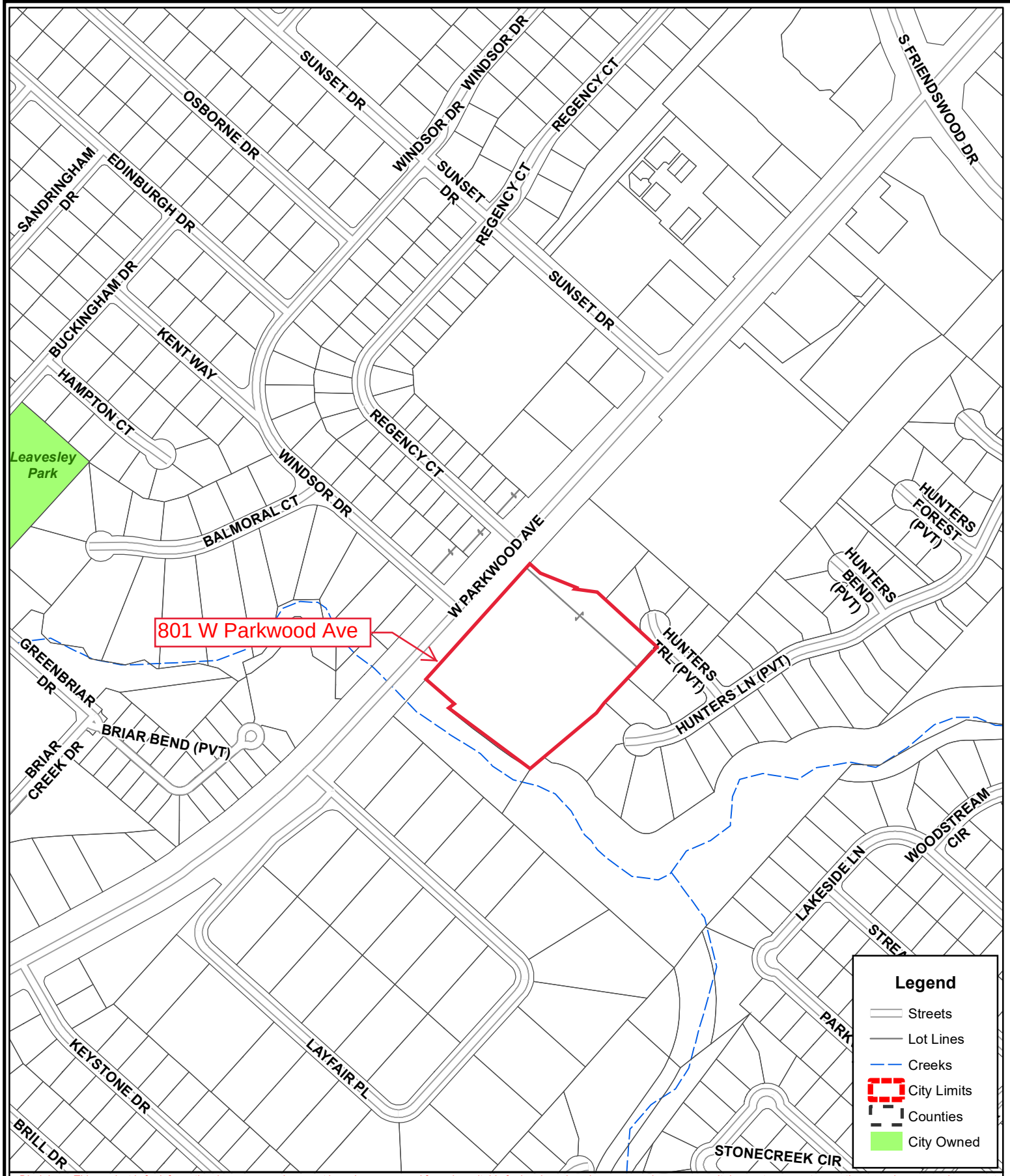
1:2,257

- City Limits
- Streets
- Galveston_County-_Lot_Lines
- Parcels
- Parcels Owner Information
- All Linear Water Features
- Future Land Use Adopted 2021
- SFR- Estate
- Low Density
- Garden Homes
- Retail



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City of Friendswood Staff



801 W Parkwood Ave

Legend

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

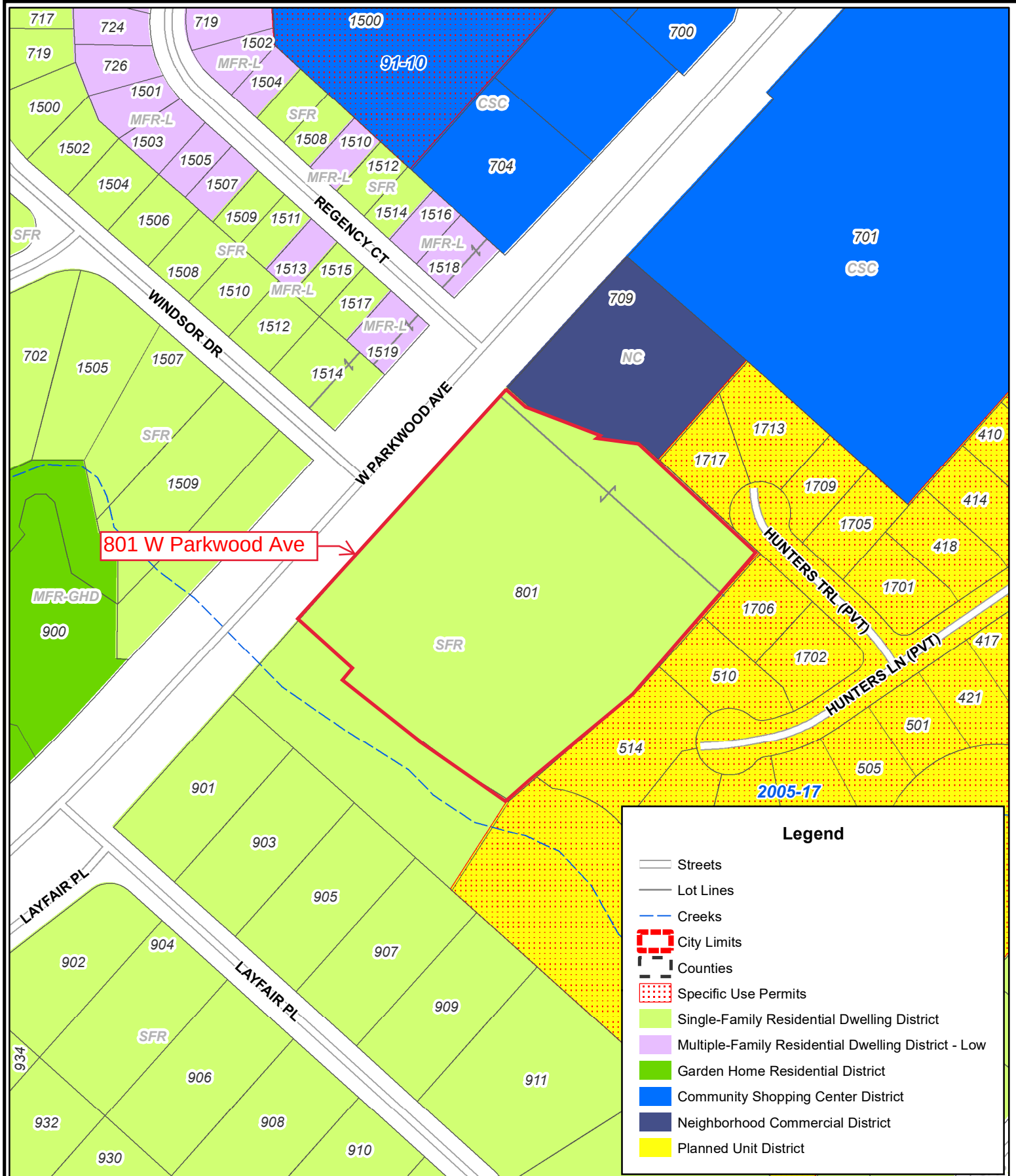
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Friendswood GIS Mapping





801 W Parkwood Ave

Legend

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

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Friendswood GIS Mapping



1" = 207'
 Page 22 of 389

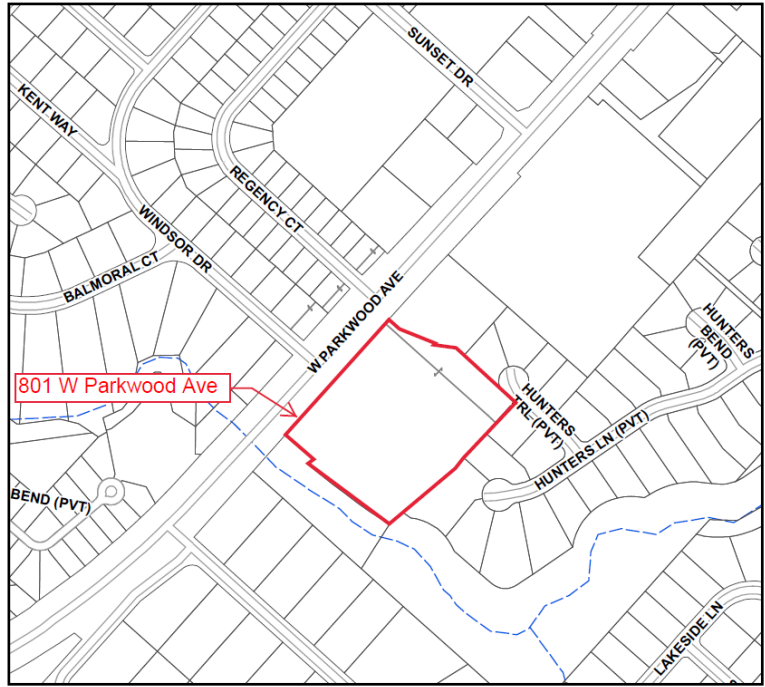
Rezoning Report

April 2023

Project: Zone Change Request

Address: 801 W. Parkwood Ave.

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



Request: Zone classification change from Single Family Residential (SFR) to Community Shopping Center (CSC)

Applicable Zoning Ordinance Excerpts:

Appendix C

Zoning Ordinance

Section 7. Schedule of District Regulations

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

1. Area and height regulations. Area and height regulations in a CSC district are set forth in subsection Q.2 of this section, regulation matrix.

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

Existing Use/Site Attributes:

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



City of Friendswood GIS Aerial Map

Zoning History:

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

Adjacent Zoning/Land Use:

The property fronts FM 528, also known as West Parkwood Ave. To the northerly side, the adjacent property is zoned Neighborhood Commercial (NC). To the side and rear, the adjacent property is zoned

Platting Analysis:

Planning Analysis:

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

The Future Land Use Map (2021) identifies this property developing as Retail.

Storm Water Management and Floodplain Issues:

Utilities:

3

Access:

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

Park/Open Space:

Park Dedication Fees are not applicable for commercial development.



Planning & Zoning Commission

Recommendation Memo

To: Mayor and City Council
From: Thomas Hinckley, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner
Date: April 18, 2023
Re: 801 W Parkwood Ave Zone Change Request from Single Family Residential (SFR) to Community Shopping Center (CSC)

TH (TH)

At the Planning and Zoning Commission meeting held April 13, 2023, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Rives and Koerner were absent) on a motion to approve the requested zone change.

This property fronts FM 528 and is located between another commercial development and Chigger Creek. The Future Land Use Map (2021) identifies this property developing as Retail. The Future Land Use Map took into consideration the economic goals of the city as established by the Vision 2020 plan and the FM 528 Strategy Final Report.

The Vision 2020 Strategic Vision determined that a balance of 73 percent residential zoning would need to be supported by 27 percent commercial zoning. That plan also identified the need for more retail and office zoning, rather than industrial zoning and indicated that the amount of acreage zoned for retail use would need to be increased.

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

When developed, the property will be required to comply with established Zoning Regulations and provide screening to the adjacent residential zoned properties.

The property owner attended the meeting, and no public comments were received either in favor or in opposition of the request. The Commission is forwarding a positive recommendation.

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 1, 2023

Date submitted: 03/16/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance amending the Official Zoning Map of the City of Friendswood to change the zoning classification of the property located at 801 W. Parkwood Ave., being a 6.3951-acre tract of land within the Whitney Subdivision and the Sarah McKissick League Survey, Abstract No. 151, City of Friendswood, Galveston County, Texas, from Single Family Residential (SFR) to Community Shopping Center (CSC).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning of this tract from Single Family Residential (SFR) to Community Shopping Center (CSC). Currently there are no plans for development of the tract. Changing the zoning would allow the owner to market and sell the property for commercial development, which is in compliance with the Future Land Use Map. While there are no guarantees, the most likely location of the on-site detention pond for the tract would be towards the back of the property, which would provide an additional buffer area for the adjacent residential zoned properties. The required landscaping for a commercial tract abutting a residential tract and also located within the Community Overlay District (COD) is a 15-foot landscape buffer with a tree planted every 25 feet in addition to an 8-foot opaque fence.

See attachments on Public Hearing item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Changing the zoning of this tract complies with the Future Land Use Map and also supports the economic goals of the city in diversifying the tax base and promoting commercial development along the FM 528 corridor.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held April 13, 2023, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Rives and Koerner were absent) on a motion to approve the requested zone change. See attached recommendation memo.

ATTACHMENTS

1. Ordinance - Zoning Map Amendment for 801 W. Parkwood from SFR to CSC
2. Ord Exhibit A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF THE PROPERTY LOCATED AT 801 W. PARKWOOD AVENUE, MORE PARTICULARLY DESCRIBED AS A 6.3951-ACRE TRACT OF LAND BEING THE REMAINDER OF A 19-ACRE TRACT OF LAND BEING THE NORTHWEST ½ OF LOTS 2 & 3, WHITNEY SUBDIVISION, ACCORDING TO THE MAP OR PLAT RECORDED IN PLAT REC. 5, MAP NO. 6 OF THE GALVESTON COUNTY MAP RECORDS AND BEING ALL OF A 2.009-ACRE HOMESTEAD TRACT OF LAND DESCRIBED IN GALVESTON COUNTY CLERK'S FILE NO. 8204830 IN THE SARAH MCKISSICK LEAGUE, ABSTRACT NO. 151, CITY OF FRIENDSWOOD, GALVESTON COUNTY, TEXAS, FROM SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC); 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, Manison Family Living Trust (the "Owner") is the owner of the tract located at 801 W. Parkwood Avenue, more particularly described as a 6.3951-acre tract of land being the remainder of a 19-acre tract of land being the northwest ½ of Lots 2 & 3, Whitney Subdivision, according to the map or plat recorded in Plat Rec. 5, Map No. 6 of the Galveston County Map Records and being all of a 2.009-acre homestead tract of land described in Galveston County Clerk's File No. 8204830 in the Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas, and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner, through its agent, made application to the City to change the zoning classification of the Property from Single Family Residential (SFR) to Community Shopping Center (CSC); and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission and the City Council conducted public hearings on such application, allowing all interested persons the opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission has filed with City Council, its written report recommending approval of the application; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and all required hearings on this matter have been held; and

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

WHEREAS, the City Council deems it appropriate to approve the application, subject to applicable regulations, restrictions, exceptions, and conditions; NOW THEREFORE,

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

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

Section 2. The Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Single Family Residential (SFR) to Community Shopping Center (CSC). The City Council hereby directs the Mayor to sign and the City Secretary to attest to an entry on such map containing the number and effective date of this ordinance along with a brief description of the nature of the change in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

Section 3. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described in Section 2 hereinabove.

Section 4. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

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

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

Section 7. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 8. This ordinance shall take effect upon its publication and the proper entry on the official zoning map in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

PASSED, APPROVED and ADOPTED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 1st day of May, 2023.

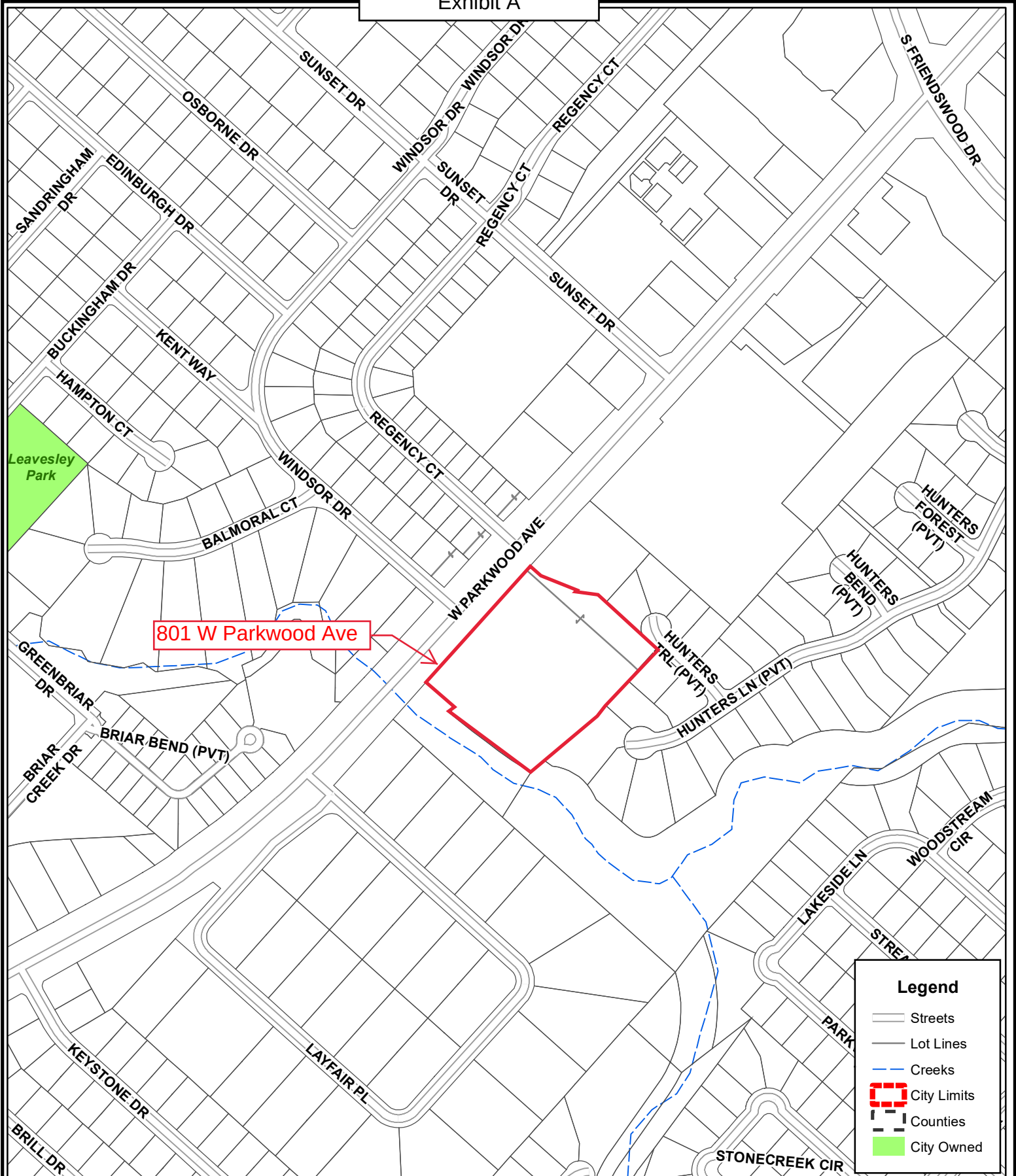
MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



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

Friendswood GIS Mapping



1" = 413'
Page 33 of 389

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 1, 2023

Date submitted: 04/18/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Conduct a public hearing regarding a request for a zone classification change located at 502 S. Friendswood Drive and 107 W. Spreading Oaks, 6.0551 acres out of Lots 1, 2, 4 and 8, Block 12, Friendswood, Friendswood, Galveston County, Texas, according to the plat thereof as filed in Plat Book 7, Page 21, Galveston County Map Records, to change from Single Family Residential (SFR) to Downtown District (DD) with a Specific Use Permit to allow NAICS Use #8131, Religious Organizations and NAICS Use #624, Social Assistance.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This zone change request is a clean up item...the church is not changing anything to the site or the exterior facades of the buildings. Their current zoning is Single Family Residential (SFR) and the zoning map indicates that there is a Specific Use Permit (SUP); however, there is no ordinance to support the SUP designation. Since the property is located in the Downtown District boundary, their request is to change the zoning to Downtown District (DD) with a Specific Use Permit (SUP) to allow both NAICS Use #8131 Religious Organizations and #624 Social Assistance for the operations of the Family Promise program in which the church participates.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This change is in compliance with the Future Land Use Map and will correct some inaccuracies of the zoning for this tract.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held April 13, 2023, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Rives and Koerner were absent) on a motion to approve the requested zone change. See attached Recommendation Memo.

ATTACHMENTS

1. Application
2. Deed
3. Metes and Bounds Desc and Exhibit
4. Future Land Use Map
5. Aerial Map
6. Location Map
7. Zoning Map

8. Rezoning Report
9. Site Plan
10. Exterior Elevations
11. PZ Recommendation Memo



City of Friendswood – Community Development

910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: DD

☐ Planned Unit Development Option 1

☐ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☒ Specific Use Permit Option 2

SUP for Use(s) #: 8131

Per Email on
3/20, also include
NAICS Use #624
Social Assistance,
which requires a
SUP - AHarbin

PROPERTY IDENTIFICATION:

Address: 502 S. FRIENDSWOOD DRIVE

Platted Land – Plat Name: N/A Lot: N/A Block: N/A

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: TRUSTEE OF THE FRIENDSWOOD MONTHLY MEETING OF FRIENDS Phone: 281-482-7821

Owner's Mailing Address: 502 S. FRIENDSWOOD DRIVE

City: FRIENDSWOOD State: TX Zip: 77546 Fax: _____

Owner's Email Address: _____

AGENT'S NAME: CLARENCE DAVIS Phone: 281-413-6609

Agent's Mailing Address: 1500 WINDING WAY DRIVE

City: FRIENDSWOOD State: TX Zip: 77546 Fax: 281-482-1294

Agent's Email Address: CLDAVIS@CLDAVISCOMPANY.COM

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

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

Owner's Signature: [Signature] Date: 03/14/2023

Agent's Signature: [Signature] Date: 03/14/2023

Received By: <u>Becky Bennett</u>	Application Number: <u>2023-0007</u>
Date of Public Hearing: <u>4-13-25-1</u>	Received Date: <u>3-15-2023</u>
Property Owner Notices: <u>3-31-2023</u>	Newspaper Notice: <u>3-20-2023</u>
	Sign on Property: <u>3-31-2023</u>

THE STATE OF TEXAS,

County of Galveston

Know all Men by these Presents:

THAT Mr. F. H. Lewis and F. J. Brown, bothof the County of Galveston

in the State aforesaid, for and in consideration of the sum of

Ten Dollars and other valuable considerationsto us paid and secured to be paid by D. M. Harvey, R. P. Knight and Friends Box, Trustees of Friendswood Monthly Meeting of Friends Church, Friendswood, Galveston Co. TexasHAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said D. M. Harvey, R. P. Knight and Friends Box, and their successors in office of the County of Galveston and State of Texas all that certain tract of land in Galveston County, Texas, and a part of the J. L. Williams One League Grant and particularly described as follows:

All of Lots No. One, Six and Seven and Eight and the remainder of Lots No. two and four not included in a deed made to Nathan D. Perry dated Oct. 25th 1901. Said lots and parts of lots being in Block Twelve (12) containing in all Eleven (11) acres more or less, Reference in the foregoing description being had to the map of that part of said Williams League being 1525 acres subdivided into lots and blocks by R. W. Littrell, Civil Engineer, and which map was made and endorsed by him July 16th 1895 and in current use and known as the map of Friendswood. The above described property is transferred to the said Trustees and their successors to be held by them for School and Church purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said D. M. Harvey, R. P. Knight and Friends Box, Trustees and their successors heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said D. M. Harvey, R. P. Knight Trustees and their successors heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon, are fully paid according to face and tenor, effect and reading, when this deed shall become absolute.

Witness our hands at Friendswood this 12 day of Dec A. D. 1901.

Witnesses at Request of Grantor:

F. H. Lewis
F. J. Brown

THE STATE OF TEXAS,

County of Galveston

Before me,

M. M. Cox, a Notary Public

in and for

Galveston

County, Texas, on this day personally appeared

F. H. Lewis and F. J. Brown

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the

same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16 day of December A. D. 1901{ Seal }

M. M. Cox
Notary Public for Galveston Co. Texas.

~~THE STATE OF TEXAS,~~

County of

Before me,

in and for County, Texas, on this day personally appeared

wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this A. D. 190

Filed for Record Nov 22nd 1902, at 2 45 o'clock P. M. Recorded Nov 29th 1902, at 9 20 o'clock A. M.

METES AND BOUNDS DESCRIPTION
6.0551 ACRES OUT OF
LOTS 1, 2, 4 AND 8, BLOCK 12
FRIENDSWOOD
FRIENDSWOOD, GALVESTON COUNTY, TEXAS

All that certain 6.0551 acres out of Lots 1, 2, 4 and 8, Block 12, Friendswood according to the plat thereof as filed in Plat Book 7, Page 21 Galveston County Map Records, Friendswood, Galveston County, Texas and being more particularly described by metes and bounds as follows (bearings based on the southwest right-of-way line of South Friendswood Drive-F.M. 518 to be S 45° 00' 00" E);

Beginning at a set "X" cut in concrete marking the intersection of the southeast right-of-way line of Spreading Oaks Avenue (60' wide) and the southwest right-of-way line of South Friendswood Drive-F.M. 518 (width varies);

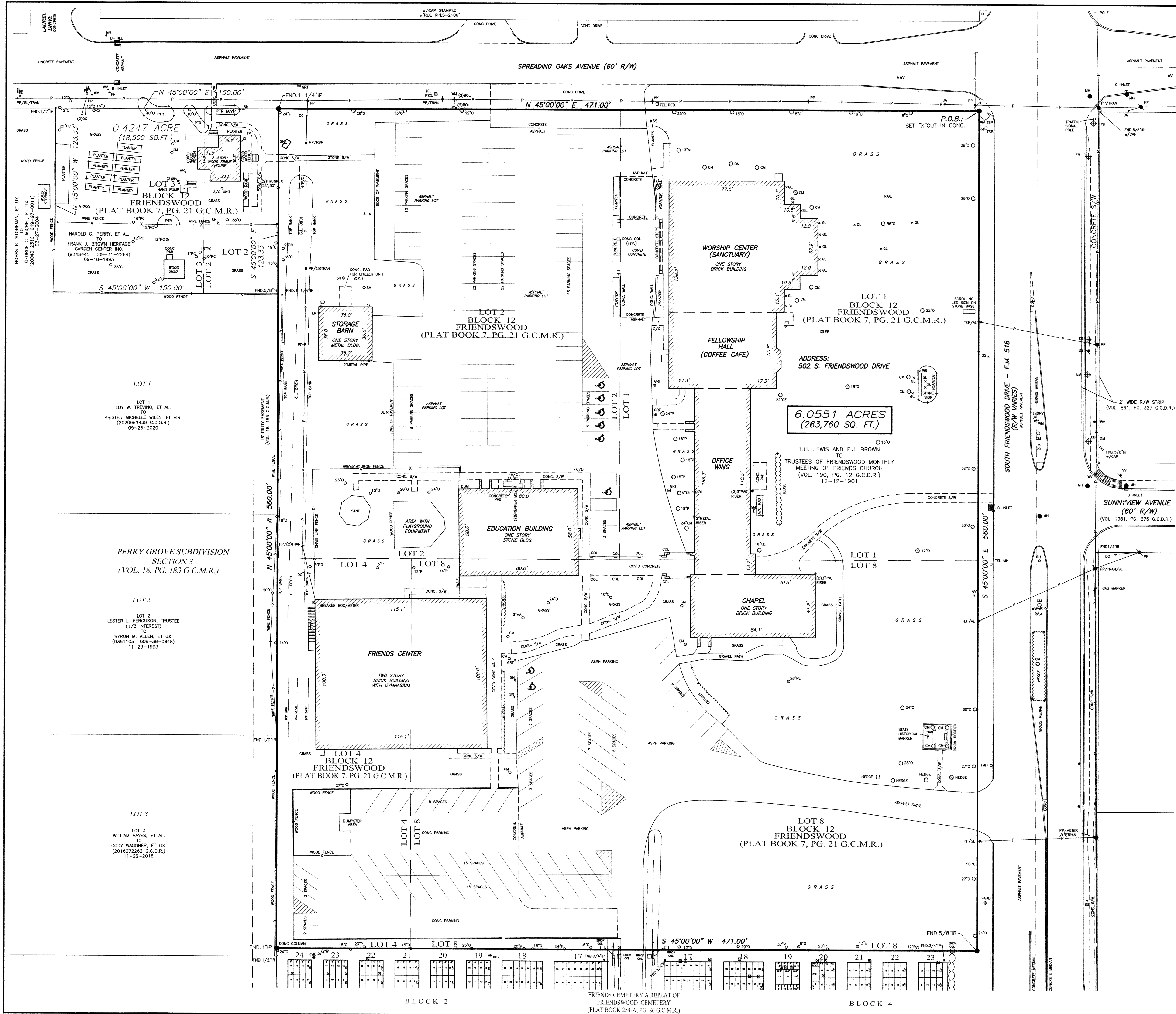
1. Thence S 45° 00' 00" E – 560.00' with the southwest right-of-way line of said South Friendswood Drive-F.M. 518 to a found 5/8" iron rod for corner;
2. Thence S 45° 00' 00" W – 471.00' with the common southeast lines of said Lots 4 and 8 and the northwest line of Friends Cemetery A Replat of Friendswood Cemetery according to the plat thereof as filed in Plat Book 254-A, Page 86 Galveston County Map Records to a found 1" iron pipe for corner;
3. Thence N 45° 00' 00" W – 560.00' with the northeast line of Perry Grove Subdivision Section 3 according to the plat thereof as filed in Volume 18, Page 183 Galveston County Map Records to a found 1 1/4" iron pipe for corner;
4. Thence N 45° 00' 00" E – 471.00' with the southeast right-of-way line of said Spreading Oaks Avenue to the POINT OF BEGINNING and containing 6.0551 acres (263,760 square feet) of land more or less.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by: C.L. Davis & Company
Firm No. 10082000
Job Number: 11-772-CHURCH 6.0551 ACRES. M&B.doc
03-07-2023
Revised 03-15-2023



A handwritten signature in blue ink, appearing to be "Michael A. den UIJL", written over the bottom right portion of the surveyor's seal.



LEGEND		ABBREVIATIONS	
OVERHEAD POWER	A/C	AIR CONDITIONING	
DOWN GUY	AL	AREA LIGHT	
INLET	ASPH.	ASPHALT	
MANHOLE	BOL.	BOLLARD	
POWER POLE	C/O	CLEANOUT	
FIRE HYDRANT	CATV	CABLE TV	
GATE VALVE	CMF	CORRUGATED METAL PIPE	
STREET SIGN	COM.	COMMUNICATION	
STREET LIGHT	CONC.	CONCRETE	
TELEPHONE ENCLOSURE	COVD	COVERED	
	CP	CONCRETE PIPE	
	DG	DOWN GUY	
	DS	ROOF DRAIN	
	EB	ELECTRIC BOX	
	ELC.	ELECTRIC EQUIPMENT	
	EMH	ELECTRIC MANHOLE	
	ER	ELECTRIC RISER	
	GL	FIRE HYDRANT	
	GM	GROUND LIGHT	
	GR	GAS METER	
	GRV	GAS RISER	
	IP	IRON PIPE	
	IRV	IRON ROD	
	IRV	IRRIGATION VALVE	
	MP	MANHOLE	
	MP	METAL PIPE	
	PP	POWER POLE	
	RSR	RISER	
	SL	STREET LIGHT	
	SP	SERVICE POLE	
	SS	STREET SIGN	
	TEL.	TELEPHONE EQUIPMENT	
	TEL. ENC.	TELEPHONE ENCLOSURE	
	TEL. MKR	TELEPHONE MARKER SIGN	
	TMH	TELEPHONE MANHOLE	
	TRAN.	TELEPHONE POLE	
	TRN.	TRANSFORMER	
	TSB	TRAFFIC SIGNAL BOX	
	TSP	TRAFFIC SIGNAL POLE	
	WF	WATER FAUCET	
	WM	WATER METER	
	WMV	WATER METER VAULT	
	WV	WATER VALVE	
	WR	WATER RISER	

**FRIENDSWOOD
FRIENDS CHURCH**

REVISED 03-15-2023

C.L. DAVIS & CO.
LAND SURVEYING

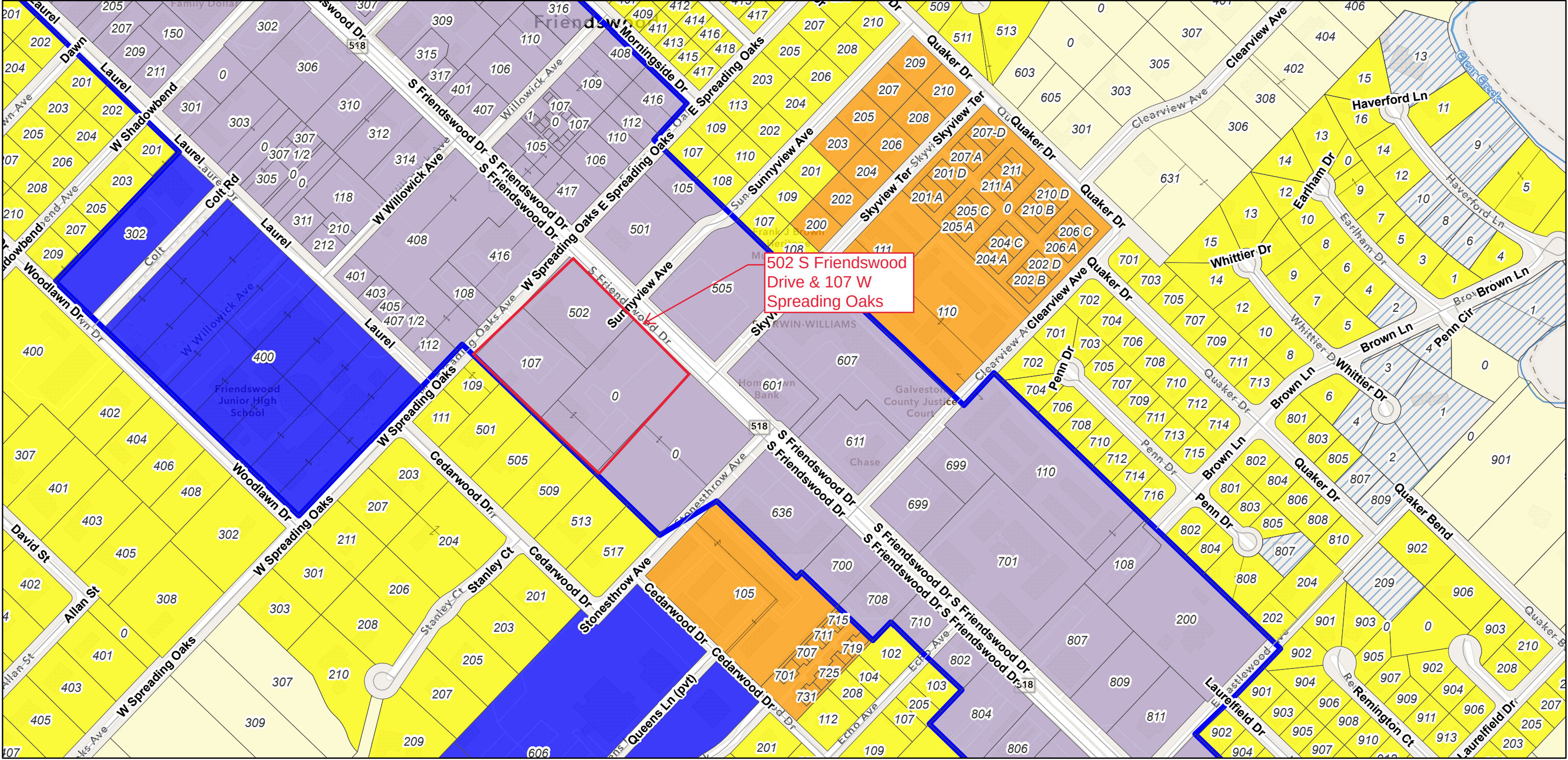
1500 WINDING WAY
FRIENDSWOOD, TEXAS 77546
281-482-9490
FIRM NO. 10082000

STANDARD LAND SURVEY

6.0551 ACRES OUT OF
LOTS 1, 2, 4 AND 8, BLOCK 12
FRIENDSWOOD
(PLAT BOOK 7, PAGE 21 G.C.M.R.)
FRIENDSWOOD, GALVESTON COUNTY, TEXAS

DATE: 02-14-2023 SCALE: 1" = 30' JOB NO.: 11-772
DWG FILE: 11-772-2023-BASE

Future Land Use Map Friendswood, Texas



3/16/2023, 5:05:41 PM

City Limits

Streets

Galveston_County-_Lot_Lines

Parcels

Parcels Owner Information

All Linear Water Features

Downtown District Outline

Downtown District Outline

Future Land Use Adopted 2021

SFR- Estate

Low Density

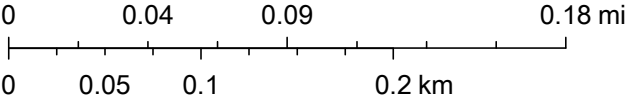
High Density Residential

Mixed Use

Public and Semi-Public

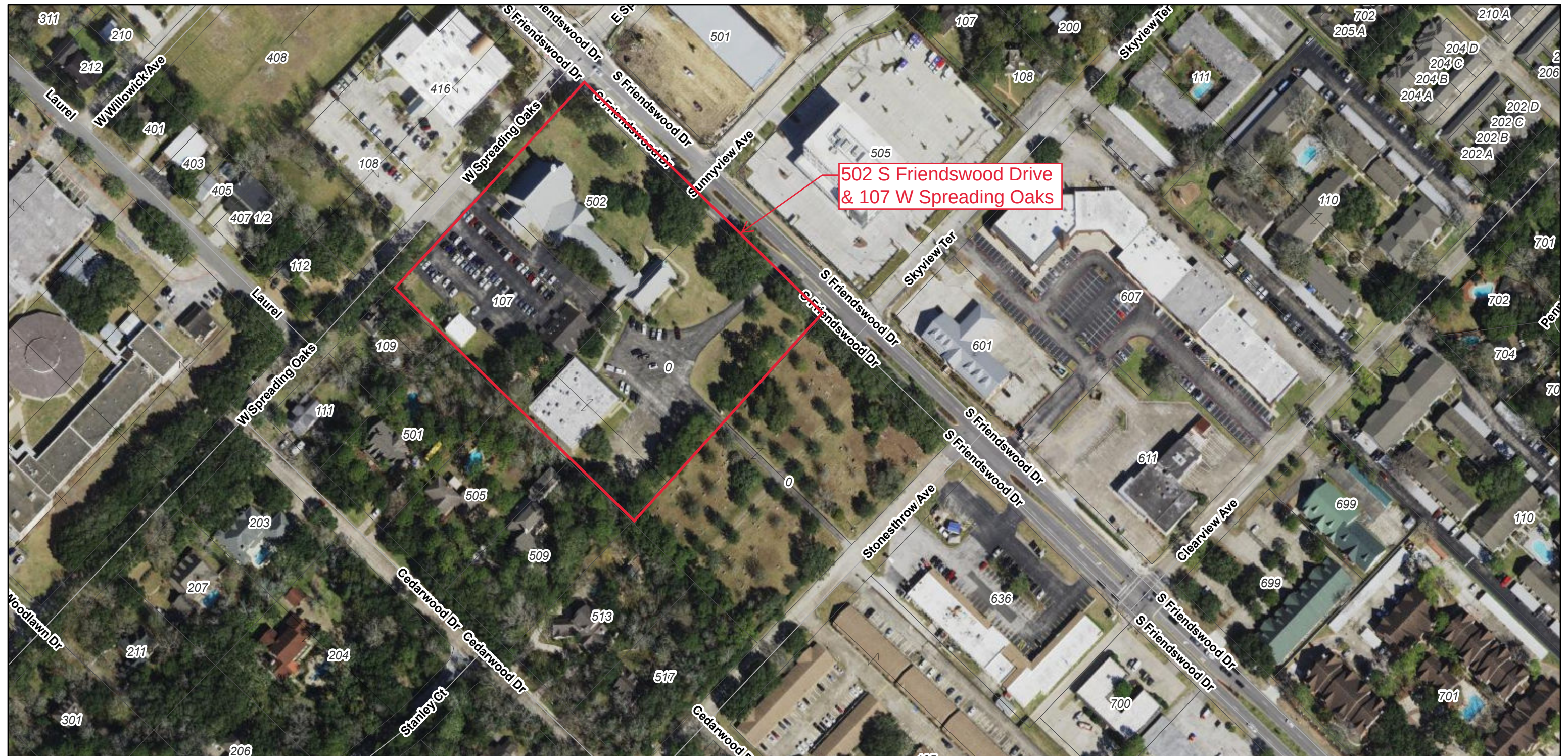
Buyout Lots

1:4,514



Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census

Aerial Map
Friendswood, Texas



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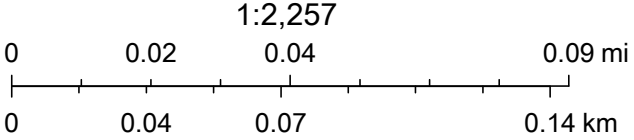
City Limits

Streets

Galveston_County-_Lot_Lines

Parcels

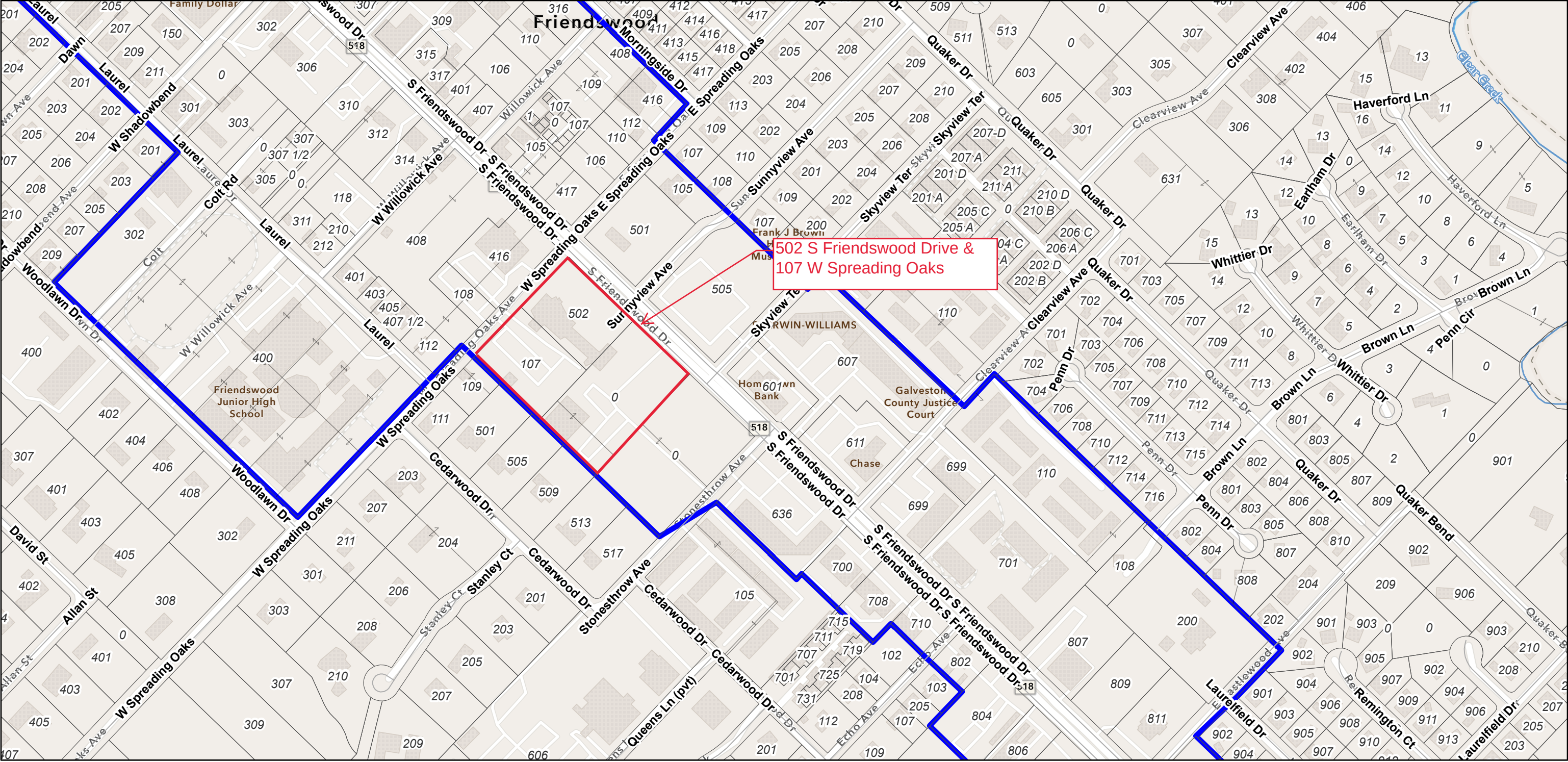
Parcels Owner Information



Houston- Galvesotn Area Council, Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/

City of Friendswood Staff

Location Map
Friendswood, Texas



3/16/2023, 5:00:36 PM

- City Limits

Streets

Galveston_County-_Lot_Lines

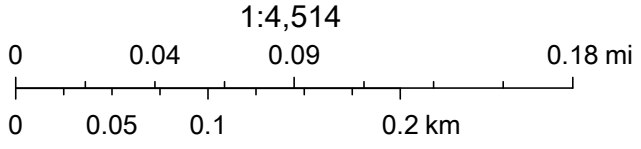
Parcels

Parcels Owner Information

Downtown District Outline

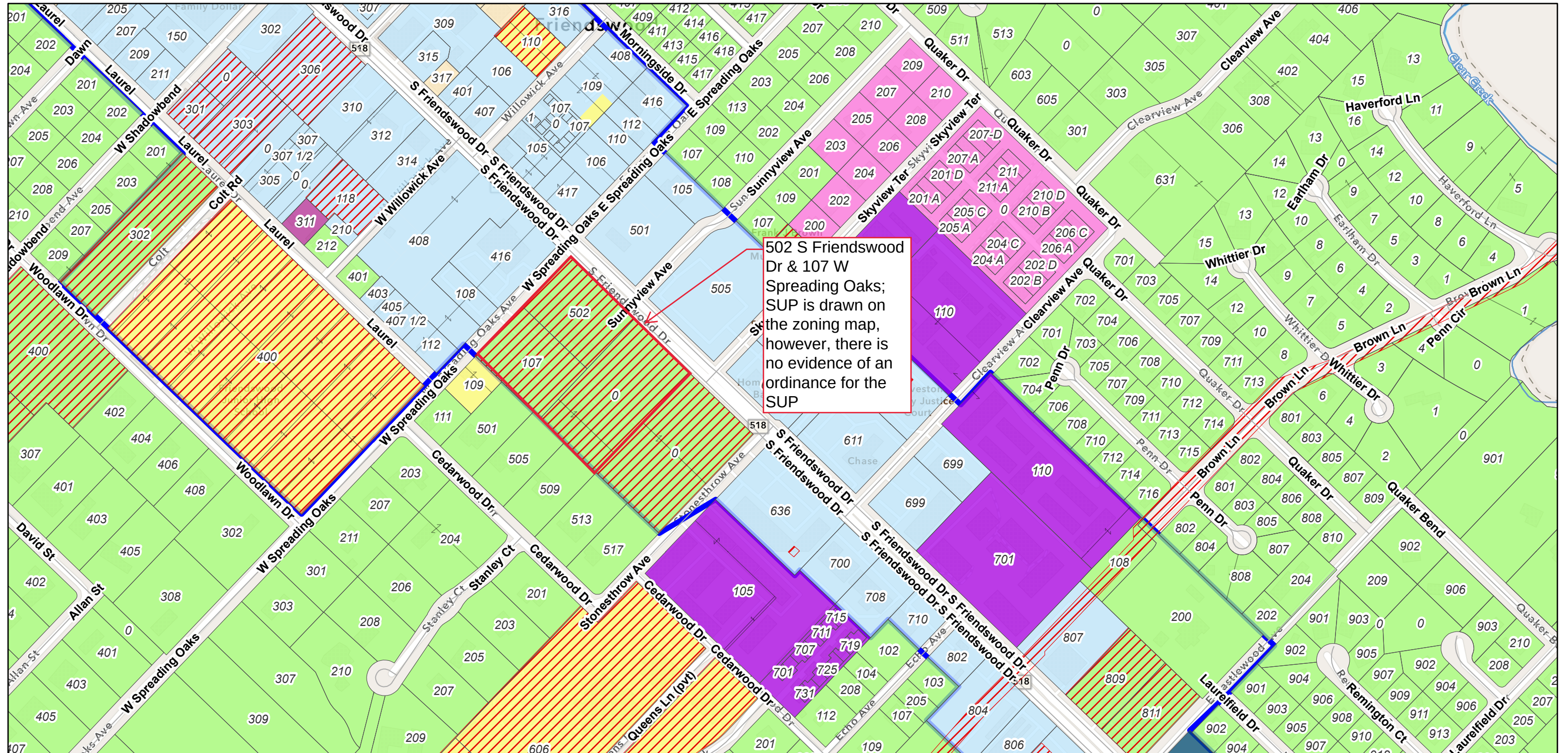
Downtown District Outline

All Linear Water Features

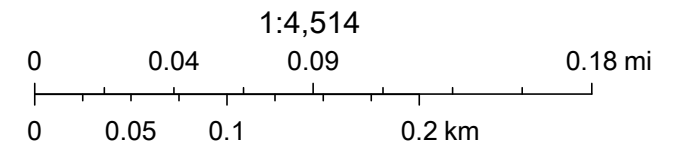
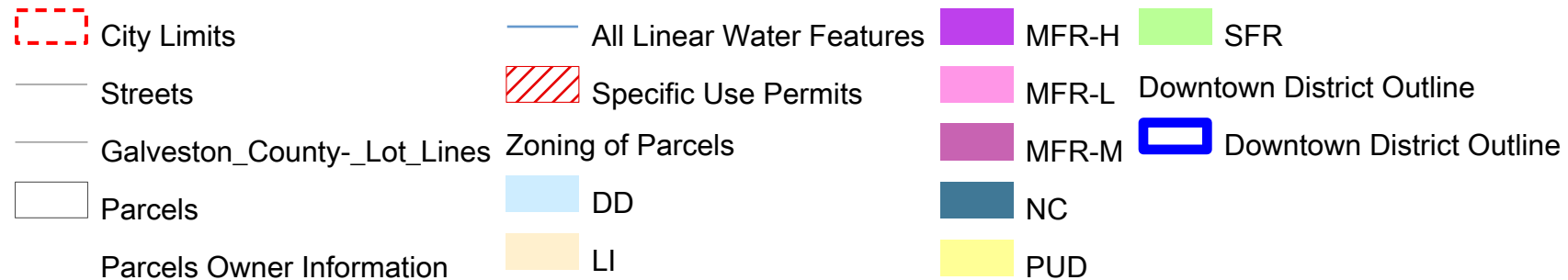


Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census

Zoning Map Friendswood, Texas



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Esri Community Maps Contributors, City of Houston, Brazoria County, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census

Rezoning Report

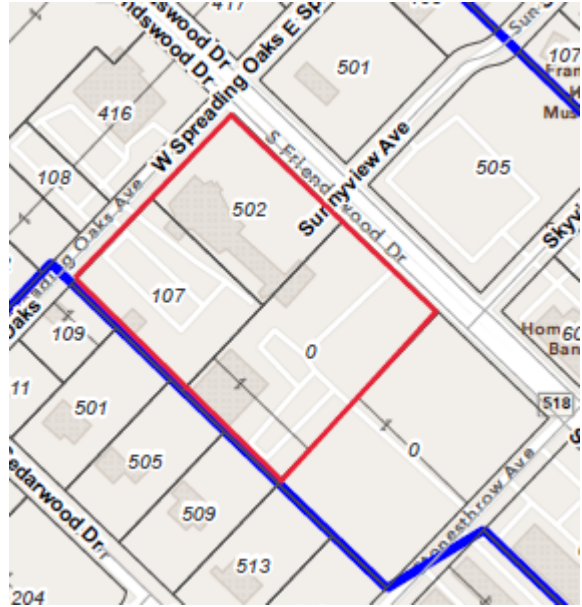
April 2023

Project: Zone Change Request

Address: 502 S Friendswood Drive &
107 W Spreading Oaks

Legal: 6.0551 acres out of Lots 1, 2, 4 and 8,
Block 12, Friendswood according to the
plat thereof as filed in Plat Book 7, Page 21
Galveston County Map Records,
Friendswood, Galveston County, Texas

Request: Zone classification change from Single
Family Residential (SFR) to Downtown
District (DD) with a Specific Use Permit to
allow NAICS Use #8131, Religious
Organizations and NAICS Use #624,
Social Assistance



Applicable Zoning Ordinance Excerpts:

Appendix C - Zoning Ordinance

Section 7. Schedule of District Regulations

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

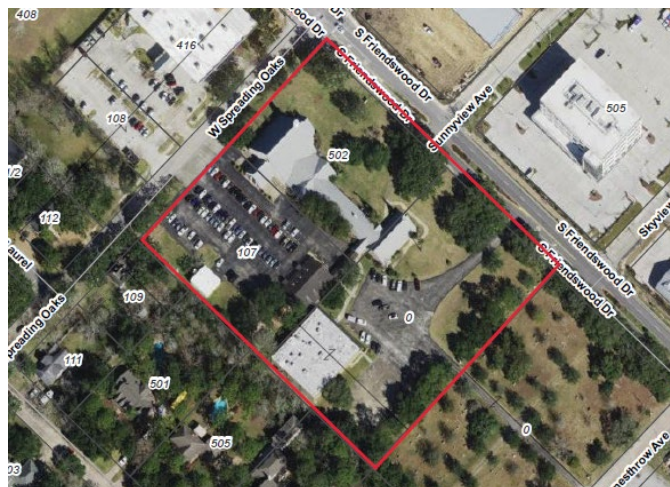
1. Area and height regulations. Structures within the DD are intended to be between one to four stories. The maximum height allowed is 70 feet as measured in accordance with the method prescribed in section 20. Additional regulations are set forth under subsection Q.2 of this section, regulation matrix.
 - a. No residential use shall be allowed on the first floor.
2. See section 8 for supplementary district regulations.
3. Permitted uses. Uses permitted in the DD are set forth in subsection P of this section, permitted use table.
4. Buildings in the DD are encouraged to have exterior cladding of brick, masonry, stone, stucco, glass or lap sided cement fiberboard. Sheet cement fiberboards are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

Section 9.G. Specific Use Permits

5. Conditions for approval. A specific use permit shall be issued only if all of the following conditions have been found:
 - a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
 - b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
 - c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
 - d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
 - f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
 - g. That there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
 - h. That the proposed use is in accordance with the comprehensive plan.
6. Additional conditions. In authorizing a specific use permit, the city council may impose additional reasonable conditions necessary to protect the public interest and welfare of the community.

Existing Use/Site Attributes:

The subject property is 6.0551 acres of land where the Friends Church is located. Several buildings are existing on the property including the worship center (sanctuary), fellowship hall (coffee café), an office wing, chapel, an education building, a two-story gymnasium, a storage barn, and playground, which have been built over the years.



City of Friendswood GIS Aerial Map

Zoning History:

The zoning of the property has always been Single Family Residential (SFR).

Adjacent Zoning/Land Use:

The property fronts FM 518, also known as S. Friendswood Drive and W. Spreading Oaks. The cemetery is located to the south easterly side and all other lots with the exception of 109 W. Spreading Oaks are zoned Single Family Residential (SFR). The historic Perry Home is situated on the property located at 109 W. Spreading Oaks and is zoned Planned Unit Development (PUD).

The subject property is located within the Downtown District Boundary. It is the goal to eventually get all properties within the boundary zoned Downtown District (DD). The Neighborhood Empowerment Zone, which waives development related fees does not apply to the church since it is a non-profit organization.

The zoning layer shows a Specific Use Permit on the property already; however, there is no ordinance which created the SUP. These zone changes are intended to correct the zoning districts and the existing uses of the property including formalizing an ordinance for NAICS Use # 8131, Religious Organizations.

The addition of NAICS Use #624, Social Assistance will allow the church the latitude to participate in the Family Promise program. Alterations to the existing structure may be required to accommodate this use such as a fire sprinkler and fire alarm system and other life safety items.



City of Friendswood Zoning Map

Platting Analysis:

Preliminary and final plats will be required prior to development.

Planning Analysis:

This property fronts FM 518 and W. Spreading Oaks. The subject property is located within the Downtown District Boundary. It is the goal to eventually get all properties within the boundary zoned Downtown District (DD).

Comprehensive Planning Analysis:

The Future Land Use Map (2021) identifies this property developing as Mixed Use, which includes the Downtown District (DD) zoning category.

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

The property may be eligible for regional detention, if any structures were to be added in the future.

Utilities:

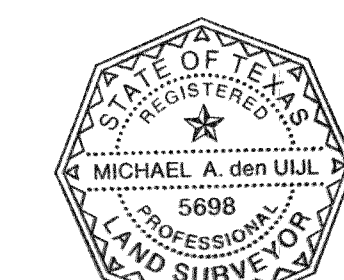
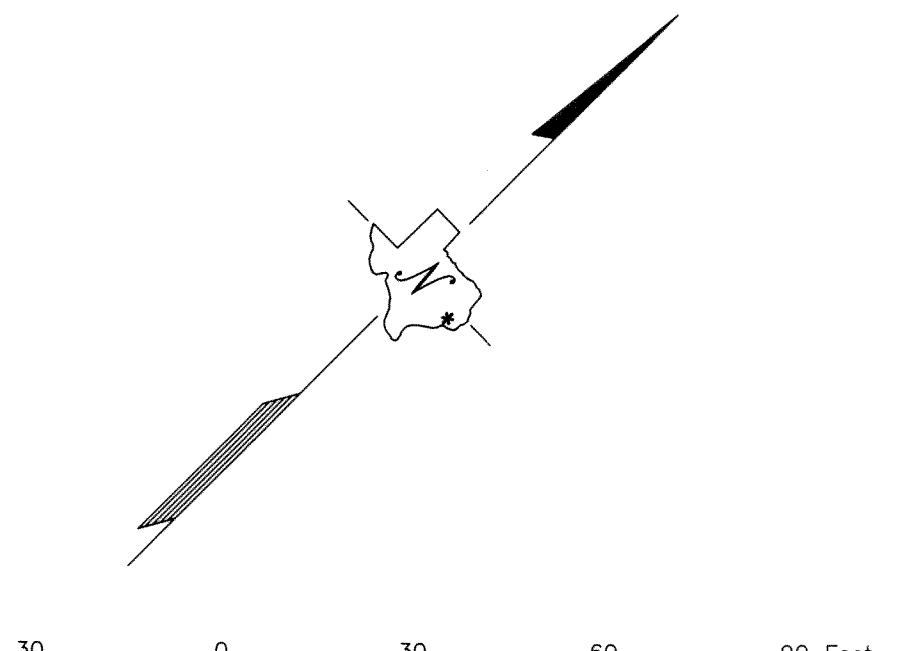
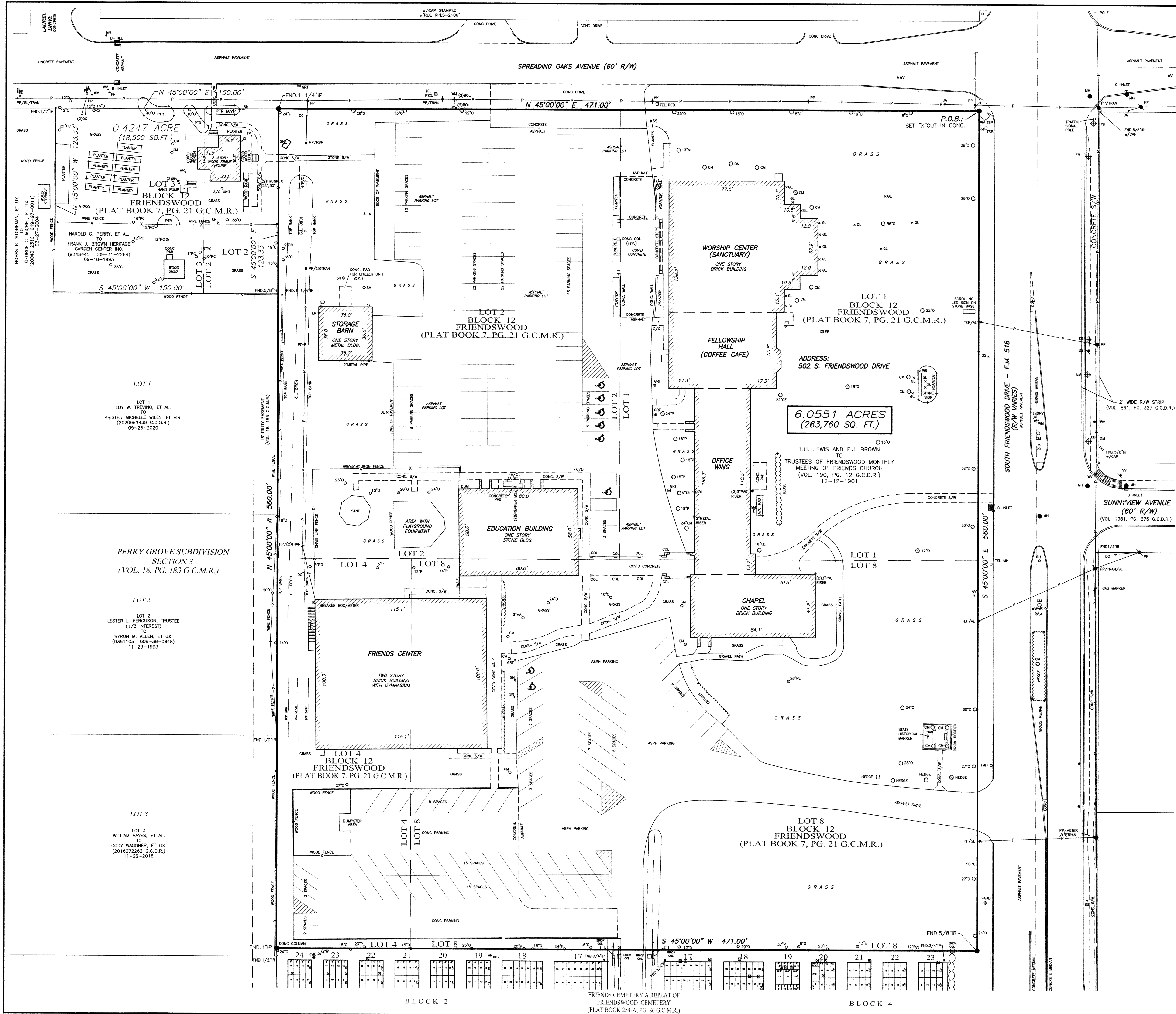
City water and sewer services are existing.

Access:

The property currently has access on FM 518 and W. Spreading Oaks. Any additional driveways and driveway improvements would need to be approved by the Texas Department of Transportation (TXDOT). Shared driveway access with the adjacent commercial development would be optimal.

Park/Open Space:

Park Dedication Fees are not applicable for commercial development.



03/15/2023
DATE
MICHAEL A. den UUL
R.P.L.S. No. 5698

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ON 01-25-2023 AND THAT THIS DRAWING SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

THIS CERTIFICATION IS REVOKED AND THE SURVEY NULL AND VOID IF THIS DOCUMENT IS ALTERED IN ANY MANNER, OR DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR.

- NOTES:
- THE SURVEYOR HAS NOT HAD THE BENEFIT OF A TITLE REPORT BUT HAS RELIED ON CHARTER TITLE COMPANY TO PROVIDE DEED COPIES FOR SUBJECT PROPERTY AND ADJOINERS. EASEMENTS, RESTRICTIONS OR ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY MAY NOT BE SHOWN HEREON.
 - THE BASIS OF BEARINGS SHOWN IS REFERENCED TO THE SOUTHWEST RIGHT-OF-WAY LINE OF SOUTH FRIENDSWOOD DRIVE-F.M. 518 TO BE S 45° 00' 00" E.
 - THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN ZONE X-UNSHADED, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48167C0014G DATED 08-15-2019. THIS DETERMINATION HAS BEEN MADE BY SCALING THE PROPERTY ON THE REFERENCED MAP AND IS NOT A RESULT OF AN ELEVATION SURVEY.
 - THE BUILDINGS OR IMPROVEMENTS SHOWN HEREON REPRESENT THE OUTLINE AT GROUND SURFACE LEVEL, UNLESS OTHERWISE NOTED.
 - THE UTILITY APPURTENANCES (i.e., utility poles, inlets, etc.) SHOWN HEREON ARE THOSE VISIBLE AT THE TIME OF SURVEY AND MAY NOT BE COMPLETE.
 - FUTURE DEVELOPMENT OF THIS SITE IS SUBJECT TO CITY OF FRIENDSWOOD BUILDING ORDINANCE.
 - THIS SURVEY PLAT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION PER TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS' "GENERAL RULES OF PROCEDURES AND PRACTICES" SECTION 663.19(9).
 - ALL SET CAPPED RODS STAMPED "C.L. DAVIS, RPLS 4464".

LEGEND		ABBREVIATIONS	
	OVERHEAD POWER	A/C	AIR CONDITIONING
	DOWN GUY	AL	AREA LIGHT
	INLET	ASPH.	ASPHALT
	MANHOLE	BOL.	BOLLARD
	POWER POLE	C/O	CLEANOUT
	FIRE HYDRANT	CATV	CABLE TV
	GATE VALVE	CMP	CORRUGATED METAL PIPE
	STREET SIGN	COM.	COMMUNICATION
	STREET LIGHT	CONC.	CONCRETE
	TELEPHONE ENCLOSURE	COVD	COVERED
		CP	CONCRETE PIPE
	TREE	DG	DOWN GUY
	TREE	DS	ROOF DRAIN
	TREE	EB	ELECTRIC BOX
	TREE	ELC.	ELECTRIC EQUIPMENT
	TREE	EMH	ELECTRIC MANHOLE
	TREE	ER	ELECTRIC RISER
	TREE	FH	FIRE HYDRANT
	TREE	GL	GROUND LIGHT
	TREE	GM	GAS METER
	TREE	GR	GAS RISER
	TREE	GV	GAS VALVE
	TREE	IP	IRON PIPE
	TREE	IRV	IRON ROD
	TREE	IRV	IRRIGATION VALVE
	TREE	MP	MANHOLE
	TREE	MP	METAL PIPE
	TREE	PED.	PEDESTAL
	TREE	PP	POWER POLE
	TREE	RSR	RISER
	TREE	SL	STREET LIGHT
	TREE	SP	SERVICE POLE
	TREE	SS	STREET SIGN
	TREE	TEL.	TELEPHONE EQUIPMENT
	TREE	TEL. ENC.	TELEPHONE ENCLOSURE
	TREE	TEL. MKR	TELEPHONE MARKER SIGN
	TREE	TMH	TELEPHONE MANHOLE
	TREE	TRN.	TELEPHONE POLE
	TREE	TRN.	TRANSFORMER
	TREE	TSB	TRAFFIC SIGNAL BOX
	TREE	TSP	TRAFFIC SIGNAL POLE
	TREE	WF	WATER FAUCET
	TREE	WM	WATER METER
	TREE	WV	WATER METER VAULT
	TREE	WR	WATER VALVE
	TREE	WR	WATER RISER

**FRIENDSWOOD
FRIENDS CHURCH**

REVISED 03-15-2023
C.L. DAVIS & CO.
LAND SURVEYING
1500 WINDING WAY
FRIENDSWOOD, TEXAS 77546
281-482-9490
FIRM NO. 10082000

STANDARD LAND SURVEY

6.0551 ACRES OUT OF
LOTS 1, 2, 4 AND 8, BLOCK 12
FRIENDSWOOD
(PLAT BOOK 7, PAGE 21 G.C.M.R.)
FRIENDSWOOD, GALVESTON COUNTY, TEXAS

DATE: 02-14-2023 SCALE: 1" = 30' JOB NO.: 11-772
DWG FILE: 11-772-2023-BASE





Planning & Zoning Commission

Recommendation Memo

To: Mayor and City Council

From: Thomas Hinckley, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner *AH (TH)*

Date: April 18, 2023

Re: 502 S Friendswood Drive & 107 W Spreading Oaks to change from Single Family Residential (SFR) to Downtown District (DD) with a Specific Use Permit to allow NAICS Use #8131, Religious Organizations and NAICS Use #624, Social Assistance

At the Planning and Zoning Commission meeting held April 13, 2023, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Rives and Koerner were absent) on a motion to approve the requested zone change.

The subject property is located within the Downtown District Boundary. It is the goal to eventually rezone all properties within the boundary to Downtown District (DD). The Neighborhood Empowerment Zone, which waives development related fees does not apply to the church since it is a non-profit organization. The Future Land Use Map (2021) identifies this property developing as Mixed Use, which includes the Downtown District (DD) zoning category.

The zoning layer shows a Specific Use Permit on the property already; however, there is no ordinance which created the SUP.

These zone changes are intended to correct the zoning districts and the existing uses of the property including formalizing an ordinance for NAICS Use # 8131, Religious Organizations. No alterations to the site plan or exterior elevations of the building are planned currently.

The addition of NAICS Use #624, Social Assistance will allow the church the latitude to participate in the Family Promise program. Alterations to the existing structure may be required to accommodate this use such as a fire sprinkler and fire alarm system and other life safety items.

No representatives of the church attended the meeting, and no public comments either in favor or in opposition of the zone change were received. The Commission is forwarding a positive recommendation.

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 1, 2023

Date submitted: 04/18/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance amending the Official Zoning Map of the City of Friendswood to change the zoning classification of the property located at 502 S. Friendswood Drive and 107 W. Spreading Oaks, being 6.0551 acres out of Lots 1, 2, 4 and 8, Block 12, Friendswood, Galveston County, Texas, according to the plat thereof as filed in Plat Book 7, Page 21, Galveston County Map Records, Friendswood, Galveston County, Texas, from Single Family Residential (SFR) to Downtown District (DD) and granting a Specific Use Permit to allow NAICS Use #8131 "Religious Organizations" and NAICS Use #624 "Social Assistance" for such property.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This zone change request is a clean up item...the church is not changing anything to the site or the exterior facades of the buildings. Their current zoning is Single Family Residential (SFR) and the zoning map indicates that there is a Specific Use Permit (SUP); however, there is no ordinance to support the SUP designation. Since the property is located in the Downtown District boundary, their request is to change the zoning to Downtown District (DD) with a Specific Use Permit (SUP) to allow both NAICS Use #8131 Religious Organizations and #624 Social Assistance for the operations of the Family Promise program in which the church participates.

See attachments on public hearing item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This change is in compliance with the Future Land Use Map and will correct some inaccuracies of the zoning for this tract.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held April 13, 2023, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Rives and Koerner were absent) on a motion to approve the requested zone change. See attached Recommendation Memo.

ATTACHMENTS

1. Ordinance - Zoning Map Amendment & SUP for 502 S. Friendswood & 107 W. Spreading Oaks

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF THE PROPERTY LOCATED AT 502 S. FRIENDSWOOD DRIVE AND 107 W. SPREADING OAKS AVENUE, BEING 6.0551 ACRES OUT OF LOTS 1, 2, 4 AND 8, BLOCK 12, FRIENDSWOOD, ACCORDING TO THE PLAT THEREOF AS FILED IN PLAT BOOK 7, PAGE 21 GALVESTON COUNTY MAP RECORDS, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, FROM SINGLE FAMILY RESIDENTIAL (SFR) TO DOWNTOWN DISTRICT (DD); GRANTING A SPECIFIC USE PERMIT FOR NAICS USE NO. 8131 "RELIGIOUS ORGANIZATIONS" AND NAICS USE NO. 624 "SOCIAL ASSISTANCE" FOR SUCH PROPERTY; 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 Trustee of the Friendswood Monthly Meeting of Friends (the "Owner") is the owner of 502 S. Friendswood Drive and 107 W. Spreading Oaks Avenue, being 6.0551 acres out of Lots 1, 2, 4 and 8, Block 12, Friendswood, according to the plat thereof as filed in Plat Book 7, Page 21 Galveston County Map Records, Friendswood, Galveston County, Texas, and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner, through its agent, made application to the City to change the zoning classification of the Property from Single Family Residential (SFR) to Downtown District (DD) and for a Specific Use Permit for NAICS Use No. 8131 "Religious Organizations" and NAICS Use No. 624 "Social Assistance"; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission and the City Council conducted public hearings on such application, allowing all interested persons the opportunity to be heard; and

WHEREAS, after the public hearing on the application and after having considered the application, the relevant support materials, and public testimony, the Planning and Zoning Commission filed a final report and recommendation with the City Council to approve the proposed zoning map amendment and the specific use permit based upon the criteria enumerated in Section 9.G.5 of Appendix C "Zoning" of the Friendswood City Code; and

WHEREAS, after the close of the public hearing, the City Council made an affirmative finding:

- a. that the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
- b. that the establishment of the specific use will not impede the normal and

- orderly development and improvement of surrounding vacant property;
- c. that adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
- d. the design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
- e. the adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
- f. that directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
- g. that there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
- h. that the proposed use is in accordance with the comprehensive plan; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and all required hearings on this matter have been held; and

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

WHEREAS, the City Council deems it appropriate to approve the application, subject to applicable regulations, restrictions, exceptions, and conditions; NOW THEREFORE,

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

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

Section 2. The Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Single Family Residential (SFR) to Downtown District (DD).

Section 3. That the City Council hereby grants the Specific Use Permit, which is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes, to allow NAICS Use No. 8131 "Religious Organizations" and NAICS Use No. 624 "Social Assistance" to overlay the Property, which is zoned Downtown District (DD) pursuant to Section 1 of this ordinance. The Official Zoning Map of the City of Friendswood is hereby amended to reflect the Specific Use Permit herein granted.

Section 4. The City Council hereby directs the Mayor to sign and the City Secretary to attest to an entry on such map containing the number and effective date of this ordinance along with a brief description of the nature of the change in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

Section 5. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described in Section 2 hereinabove and provide for the uses specified in the Specific Use Permit granted in Section 3 hereinabove.

Section 6. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 7. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 8. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 9. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 10. This ordinance shall take effect upon its publication and the proper entry on the official zoning map in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

PASSED, APPROVED and ADOPTED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 1st day of May, 2023.

MIKE FOREMAN, Mayor

ATTEST:

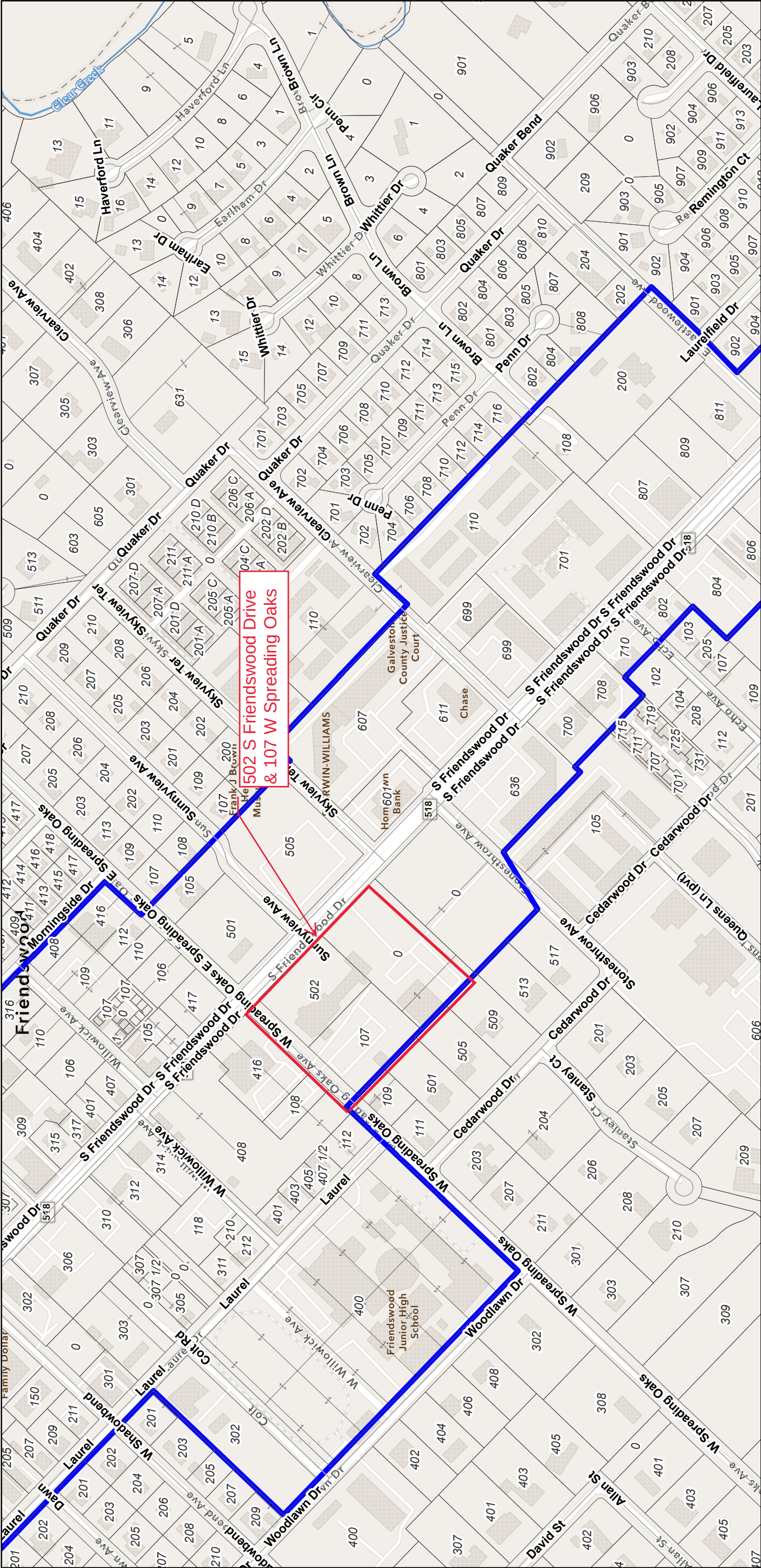
LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

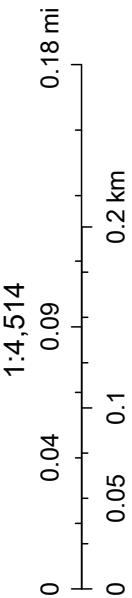
Location Map

Friendswood, Texas



3/16/2023, 5:00:36 PM

- City Limits
- Streets
- Parcels
- Parcels Owner Information
- Downtown District Outline
- Downtown District Outline
- All Linear Water Features



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Exhibit "B"

Permit No. _____

SPECIFIC USE PERMIT

WHEREAS, an application for a Specific Use Permit, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, was completed by Chuck Davis, authorized agent for Trustee of the Friendswood Monthly Meeting of Friends, the owner of the Property, ("the Applicant") for property located at 502 S Friendswood Drive and 107 W Spreading Oaks Avenue, Friendswood, Galveston County, Texas, and filed with the Planning and Zoning Commission (the "Commission"); and

WHEREAS, in addition to such application and processing fee, the Applicant in accordance with Section 9.G.3 of Appendix C "Zoning" of the Friendswood City Code, submitted all required plans, which are attached hereto as Exhibit "B" and incorporated herein for all intents and purposes; and

WHEREAS, the Commission, after due notice, conducted a public hearing on the application; considered the application, the relevant supporting materials, and public testimony; and prepared and delivered a final report and recommendation to the City Council to approve the proposed specific use permit based upon the criteria enumerated in Section 9.G.5 of Appendix C "Zoning" of the Friendswood City Code; and

WHEREAS, the City Council, after giving the proper notice of the public hearing as prescribed in Section 15 of Appendix C "Zoning" of the Friendswood City Code, held on this day the public hearing on the application for a Specific Use Permit; and

WHEREAS, at the public hearing the City Council considered the application, the Commission report, the relevant supporting materials and the public testimony given at the public hearing; and

WHEREAS, after the close of the public hearing, the City Council made an affirmative finding:

- a. that the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
- b. that the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
- c. that adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
- d. the design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
- e. the adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
- f. that directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
- g. that there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and
- h. that the proposed use is in accordance with the comprehensive plan; NOW

THEREFORE,

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

Permit No. _____

Section 1: The findings contained in the preamble hereof are declared to be true and correct and are hereby adopted.

Section 2: The following specific use for property located at 1376 W. Parkwood Ave., Friendswood, Texas 77546, being more specifically described as Lot 1, Block 1 of the L. Christoph Subdivision Section 1, Friendswood, Galveston County, Texas, is hereby granted:

To allow NAICS Use No. 8131 "Religious Organizations" and NAICS Use No. 624 "Social Assistance" on the Property pursuant to the plans included herein as Exhibit "B."

Section 3: Nothing herein shall be construed as to authorize any other variance, exception, or deviation from the Friendswood City Code.

Section 4: This Specific Use Permit shall take effect immediately from and after the date stated hereinbelow and shall expire on May 1, 2025, if construction or use authorized herein not substantially under way and if no extension has been granted by the City Council.

SIGNED on this the 1st day of May, 2023, after passage by the City Council of the City of Friendswood.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Ordinances\2023\05-01-2023\SUP .docx

Specific Use Permit, Page 2



Exhibit "A"
City of Friendswood – Community Development

910 S. Friendswood Drive
Friendswood, TX 77546
Phone: 281-996-3201 Fax: 281-996-3260
www.ci.friendswood.tx.us

Zone Change Application

CURRENT ZONE OF PROPERTY: SFR

TYPE OF ZONE CHANGE (check one):

☒ Land Use Change to Zone: DD

☐ Planned Unit Development Option 1

☐ Planned Unit Development Option 2

☐ Specific Use Permit Option 1

☒ Specific Use Permit Option 2

SUP for Use(s) #: 8131

Per Email on
3/20, also include
NAICS Use #624
Social Assistance,
which requires a
SUP - AHarbin

PROPERTY IDENTIFICATION:

Address: 502 S. FRIENDSWOOD DRIVE

Platted Land – Plat Name: N/A Lot: N/A Block: N/A

Unplatted Land – Attach a certified metes and bounds description

OWNER NAME: TRUSTEE OF THE FRIENDSWOOD MONTHLY MEETING OF FRIENDS Phone: 281-482-7821

Owner's Mailing Address: 502 S. FRIENDSWOOD DRIVE

City: FRIENDSWOOD State: TX Zip: 77546 Fax: _____

Owner's Email Address: _____

AGENT'S NAME: CLARENCE DAVIS Phone: 281-413-6609

Agent's Mailing Address: 1500 WINDING WAY DRIVE

City: FRIENDSWOOD State: TX Zip: 77546 Fax: 281-482-1294

Agent's Email Address: CLDAVIS@CLDAVISCOMPANY.COM

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

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

Owner's Signature: [Signature] Date: 03/14/2023

Agent's Signature: [Signature] Date: 03/14/2023

Received By: Becky Bennett
Date of Public Hearing: 4-13-25-1
Property Owner Notices: 3-31-2023

Application Number: 2023-0007
Received Date: 3-15-2023
Newspaper Notice: 3-20-2023
Sign on Property: 3-31-2023

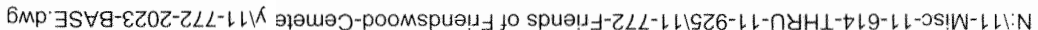


Exhibit "B"



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 1, 2023

Date submitted: 03/07/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the City receiving the GFOA Distinguished Budget Presentation Award.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City of Friendswood has received the Government Finance Officers Association's Distinguished Budget Presentation Award for the Fiscal Year 2022 - 2023 budget.

(Presenter's Name), Finance Director for the City of (Agency Name), (Position) of the Government Finance Officers Association of Texas will present the award.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

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

This Distinguished Budget Presentation Award also comes with the special recognition for Special Strategic Goals and Strategies. This is only the second time in 20 years the City's budget document received a special recognition designation.

We would like to recognize the efforts of Katina Hampton, Director of Administrative Services, Rhonda Boskas, Deputy Director of Administrative Services – Finance, and Emily Peltier, Budget Manager, and Andree Calhoun, Financial Analyst. We would also like to recognize the Budget Team, the Accounting staff, the entire Administrative Services Department. Their cumulative efforts enable us to achieve this award.

RECOMMENDATIONS

N/A

ATTACHMENTS

1. GFOA Budget Award Letter, Press Release, Certificate

February 09, 2023

Katina Hampton
Director of Administrative Service
City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546

Dear Ms. Hampton:

We are pleased to inform you, based on the examination of your budget document by a panel of independent reviewers, that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA) for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization. In addition to receiving the award, your entity's budget received the following special recognition: Special Strategic Goals and Strategies

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Information about how to submit an application for the Distinguished Budget Program application is posted on GFOA's website.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

Finance Department

Continuing participants will receive a brass medallion that will be mailed separately. First-time recipients will receive an award plaque within eight to ten weeks. Also enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria.

The following standardized text should be used:

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of Friendswood, Texas**, for its Annual Budget for the fiscal year beginning **October 01, 2022**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

Upon request, GFOA can provide a video from its Executive Director congratulating your specific entity for winning the Budget Award.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center

Enclosure

FOR IMMEDIATE RELEASE

February 09, 2023

For more information, contact:

Technical Services Center

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: budgetawards@gfoa.org

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

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

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

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

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

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 22,500 members and the communities they serve.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Friendswood
Texas**

For the Fiscal Year Beginning

October 01, 2022

Christopher P. Morill

Executive Director

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 1, 2023

Date submitted: 04/04/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Present election day information for the City of Friendswood, May 6, 2023, General Election.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood General Election is scheduled for Saturday, May 6, 2023, from 7:00 a.m. to 7:00 p.m. The election is for the purpose of electing councilmembers for Position Nos. Two (2) and Five (5).

The Election Day polling places are countywide. Voters may choose to vote at any designated voting center within the county in which they reside. Below are the polling places within the city limits of Friendswood:

GALVESTON COUNTY – COUNTYWIDE POLLING LOCATIONS

For more countywide polling locations in Galveston County visit:

<https://www.galvestonvotes.org/voter-information/polling-locations>

First Baptist Church, Club 56 Room, Family Life Center, 202 Heritage Drive, Friendswood, TX 77546

Friendswood Fire Station #1, Meeting Room, 1610 Whitaker Drive, Friendswood, TX 77546

HARRIS COUNTY - COUNTYWIDE POLLING LOCATIONS

For more or changed countywide polling locations in Harris County visit:

www.harrisvotes.com

Forest Bend Civic Center Building, Meeting Room, 4300 Laura Leigh Lane, Friendswood, TX 77546

Please note that polling places are subject to change up until Election Day. The City Secretary's Office will be open on election day from 7:00 a.m. to 7:00 p.m. to assist voters with their questions or concerns.

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 1, 2023

Date submitted: 04/06/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the Friendswood Police Department entering into an agreement with the Galveston County Health District to receive Naloxone along with training on how to use the life-saving medication.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Police Department has entered into an agreement with the Galveston County Health District to receive Naloxone along with training on how to use the life-saving medication. Originally, the department had applied to the state's federally funded "More Narcan Please" program; however, the program ran out of money, in part due to high demand.

The department has a best practices policy in place and as part of the agreement they will provide monthly statistical data on the use of Naloxone by the officers. The police department is excited to be part of Galveston County Health District's efforts to save lives. The department will receive 100 units of Naloxone from the Health District at the conclusion of the training.

When Naloxone, known mostly by the brand name Narcan, is administered in time, it can revive people who have overdosed on opioids like fentanyl, heroin, and prescription opioid medications.

In September 2021 and February 2022, the City Council approved resolutions in support of the Texas Opioid Abatement Settlement. These efforts are a result of the Council's favorable support of this worthy initiative.

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 1, 2023

Date submitted: 04/20/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recognize Keep Friendswood Beautiful board member, Kaye Corey for being awarded the 2023 O.P Schnabel Volunteer of the Year Award.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Keep Texas Beautiful (KTB) recently announced Kaye Corey as the winner of the 2023 O.P Schnabel Volunteer of the Year Award for her work to preserve and enhance Texas's environment and make their community stronger.

The Beautify Texas Awards recognize the efforts of those working to enhance their community and protect the Lone Star State. These awards honor extraordinary volunteers, professionals, youth, educators, businesses, local/civic governments, organizations, and specific projects and programs.

The O.P Schnabel Volunteer of the Year Award is one of ten categories and recognizes an adult individual whose extraordinary volunteer effort supports the mission of KTB and contributes to the betterment of their community. Kaye Corey is incredibly deserving of this recognition. Kaye Corey is a long-time Friendswood resident and an active member of many local organizations. She has been involved with beautifying her community for over 20 years. She is a board member of Keep Friendswood Beautiful (KFB), Heritage Gardeners of Friendswood, Galveston County Master Gardeners, San Joaquin Parkway HOA secretary, and instructor for the Junior Master Gardeners (JMG) program in Galveston County. She volunteers with Friendswood Methodist Church on the landscaping committee. Kaye mentors Scouts with their Eagle Scout or Silver projects. The amount of volunteer hours Kaye has put in towards her community is unimaginable. Kaye is the most senior board member of KFB, she is by far the most active and accomplished. At KFB, Kaye heads up the Beautification committee. She was the lead person in the design, installation & maintenance of the Pollinator Garden at Stevenson Park. She organizes and supervises Pollinator Garden volunteers. She teaches youth and adults classes on plant purpose and function, container gardening, and fairy gardening. She's chair of the Beautification Matching Grant committee, which annually awards \$2000 in matching grant money. Kaye works at every community event KFB has, including our clean-up events, tree giveaway, and our city-wide Christmas celebration.

"We are proud to honor and recognize Texans who are making a difference in our state," says Suzanne Kho, Executive Director of Keep Texas Beautiful. "Their actions do more than protect the environment: they inspire community members to get involved and help us keep Texas beautiful."

For more than 20 years, Keep Texas Beautiful has recognized extraordinary Texans and Texas institutions that are committed to keeping Texas beautiful. Today, these awards serve as a continued

reminder of the hard work and dedication of our supporters across the state.

Kaye Corey will be honored at the KTB Annual Conference, which will take place in Houston from June 26 through June 28. A full list of winners and award descriptions, as well as information about the conference, can be found at www.ktb.org.
<https://ktb.org/beautify-texas-awards/#winners>

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2023 Winners - Kaye Corey
2. Kaye Photo

BEAUTIFY TEXAS AWARDS - INDIVIDUAL 2023 WINNERS



O.P SCHNABEL VOLUNTEER
OF THE YEAR

Kaye Corey

FRIENDSWOOD, TX

BEAUTIFY
TEXAS
AWARDS



[KTB.ORG/BEAUTIFY-TEXAS-AWARDS](https://ktb.org/beautify-texas-awards)

Keep Texas
Beautiful



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 1, 2023

Date submitted: 04/24/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recognize the Director and Deputy Director of Information Technology for their recent Cybersecurity efforts.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Information Technology Director, James O'Brien, was selected to join the Statewide Cybersecurity Strategic Plan review group. The current plan expires later this year.

DIR is assembling a group of stakeholders to assist in the effort. The group consists of Statewide Information Security Advisory Committee (SISAC) and a few members from DIR's OCISO team. They requested someone from TAGITM and local government to also participate. We will discuss the cybersecurity challenges we expect to see in the next 5 years and goals on how to tackle those challenges. We'll also discuss strategies/methods to achieve those goals.

Another accomplishment by the IT team was made by IT Deputy Director, Jim Greenwood. He took advantage of the training opportunities to pursue his Security + certification and passed the test. I wanted to pass along my appreciation of Jim's hard work in obtaining this achievement and celebrate the outstanding efforts made to support and protect the city.

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 1, 2023

Date submitted: 03/23/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing a Janitorial Services Agreement with American Janitorial Services Ltd. (RFP No. 2023-07).

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Responses to RFP No. 2023-07 (Janitorial Services) were opened on March 23, 2023. A total of nine proposals were received at that time. The following information details the price of the various proposals:

	<u>Proposer</u>	<u>Price</u>
1	BacHauler Cleaning & Disinfecting LLC 5900 Balcones Drive STE 100 Austin, TX 78131	\$1,717,463.00
2	Metroclean 9000 S.W. Freeway Suite 412 Houston, TX 77074	\$397,217.45
3	A&A Cleaning Services, LLC 2810 Wagon Trail Rd. Pearland, TX 77584	\$323,106.00
4	Citywide Building Maintenance Solutions 2525 N. Loop West Suite 510 Houston, TX 77008	\$300,496.00
5	Ambassador Services 11710 North Freeway Suite 200 Houston, TX 77060	\$298,451.73
6	Facility Service Group 2100 Pst Oak Blvd. STE 21-159 Houston, TX 77046	\$290,064.00
7	M&R's Elite Janitorial Solutions P.O Box 218094 Houston, TX 77218	\$282,200.00
8	DTK Facility Services 9821 Katy Freeway, Suite 500 Houston, TX 77024	\$255,686.00

9 American Janitorial Services \$247,678.00
520 Dickinson Avenue
League City, TX 77573

According to the proposals received, American Janitorial Services, Ltd., submitted the proposal with the lowest price, being \$247,678.00. Such amount reflects the total cost to furnish all tools, equipment, materials, labor, insurance, etc., to perform janitorial services at city parks and city facilities.

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

During the review process, the committee concluded through the RFP scoring process that American Janitorial Services, Ltd., received the most points, and therefore is receiving staff's recommendation.

In addition to the criteria, American Janitorial Services, Ltd., is the current janitorial services contractor for the City and has done a good job for the City of Friendswood over the past 15+ years.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Based on the information provided, staff recommends the Mayor and Council award RFP No. 2023-07, Janitorial Services for parks and city facilities and authorizes the Mayor to execute a contract for service, on the City's behalf.

The original budget estimate for this project was approximately \$280,040. A low proposal of \$247,678 has since been received for janitorial services. However, the low proposal does not include any contingencies. Therefore, staff recommends allocating the delta between the lowest proposal and the original budget estimate for expansion of the PSB and BlackHawk Facility, emergencies, unforeseen events, etc.

ATTACHMENTS

1. Janitorial Services Agreement
2. SELECTION CRITERIA
3. 2023-07 JANITORIAL SERVICES updated

JANITORIAL SERVICES AGREEMENT

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

This Janitorial Services Agreement (the "Agreement") made and entered into on the Effective Date, by and between the City of Friendswood, a Texas home-rule municipality located in Galveston and Harris Counties, Texas, hereinafter called the "City," and American Janitorial Services, Ltd., a Texas limited partnership, hereinafter called the "Contractor."

1. Contractor's Responsibilities.

- 1.01 Scope. The Contractor shall furnish all the material, labor, and equipment to perform all janitorial services in a timely and worker like manner as required herein to the facilities in Exhibit "A" which is attached hereto and incorporated herein for all intents and purposes, (the "Facilities") in accordance with the cleaning tasks specified in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes (the "Services").
- 1.02 Manner of Performance. The Contractor shall conduct cleaning in such a manner that there will be no interruption in or interference with the proper execution of City business. Any work that is unsatisfactory to the Director will be called to the attention of the Contractor and the Contractor will be required to properly service the area in question within the time prescribed by the Director and to take steps to improve the overall results in the future. It is expressly understood and agreed that all deficiencies shall be corrected by the Contractor without additional compensation. Failure by the Contractor to correct deficiencies may result in the termination of this Agreement or in the corrective work being done by the City or a third party at the Contractor's sole cost and expense. The City may recoup such costs by invoicing the Contractor and/or by permanently withholding the amount to cover the City's costs. If invoiced, the Contractor shall pay the City within thirty (30) days and late payments will accrue interest in accordance with Section 2251.025 of the Texas Government Code. Approval by the City of any of the Services performed shall not constitute nor be deemed a release or waiver of the responsibility and liability of the Contractor for the same.
- 1.03 Materials and Equipment. The Contractor shall have the materials and equipment necessary to perform and complete all aspects of the Services. The Contractor shall have sufficient workforce to complete the Services in a timely manner pursuant to the scheduled noted in Exhibit "B" (the "Schedule") All materials and equipment used in connection in providing the Services shall be in good repair and safe to use. The City reserves the right to prohibit the Contractor from using equipment or materials that the Director of Parks and Recreation (the "Director") deems to be a danger to the Contractor, the general public, or the Facilities. The use of insufficient and/or inadequate materials or equipment, as determined by the Director, shall be deemed a breach of this Agreement.
- 1.04 Safety. The Contractor shall be responsible for the safety of all persons performing work in furtherance of this Agreement. The Contractor shall maintain an inventory of all cleaning chemicals, paper products and equipment required to perform Services. The Contractor shall comply with all fire protection measures prescribed in the City Fire Code, a copy of which is on file in the Office of the Fire Marshal. All dust cloths and mop

treatment products, and floor treatment products (exclusive of waxes) shall be free of spontaneous heating tendency. Listing of these products as free of this tendency by qualified nationally recognized testing organizations shall be considered as meeting this requirement. The Contractor shall not store combustible supplies, including, but not limited to rags and paper, near possible sources of ignition. The Contractor shall consider contaminated buckets, mops, cloths and brushes as potentially subject to spontaneous heating and shall not store such items in the building. The Contractor shall store used wiping cloths and treated dust mops in covered metal containers. Mop buckets shall be emptied and sanitized daily.

1.05 Contractor's Employees.

- (a) Supervision. The Contractor shall provide supervision of all employees at all times while performing Services under this Agreement. Personal supervision is not required; provided that the personnel are able to communicate with the Contractor, if needed. Each crew shall have a designated person at the Facility 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.
- (b) Employees. The Contractor shall at all times during the term of this Agreement have sufficient, trained, qualified personnel to perform the Services under this Agreement. Such personnel may not be employees of or having any contractual relationship with the City. None of the Services shall be subcontracted by the Contractor without the express prior written consent of the City Manager. The Contractor shall (i) provide employees with suitable photo identification and uniform or smock to be worn at all times when performing Services in the Facilities, (ii) provide the Director with contact information of at least two of the Contractor's employees, who will be available for custodial emergencies, as determined by the Director, (iii) ensure that its employees shall comply with all applicable rules and laws when at a Facility; and (iv) perform background checks and bonding on all employees. It is expressly understood and agreed that all employees of Contractor performing Services at the Public Safety Building must have and maintain the proper clearances at all times before entering the Facility.

1.06 Records Keeping. The Contractor shall keep records of all Services performed. Such records shall include a breakdown of all hours worked, fees incurred, and other related records required or requested by the Director. The City at no cost shall have the right, through its agents and employees, to audit and examine and obtain copies, at all reasonable times, the Contractor's books, financial and operational records, which may be reasonably required by the City in order to enforce the terms of this Agreement 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 expenditures related to this Agreement and be kept for a period of not less than five (5) years after the expiration or earlier termination hereof.

1.07 Damages. Any damages to a Facility that are the fault of the Contractor, shall be the responsibility of the Contractor to make whole again by the Contractor at Contractor's expense. Failure to timely do so could result in the City terminating this Agreement or performing or causing to be performed the necessary repairs at the Contractor's sole cost and expense. If the City performs or causes to be performed the repairs, the City may

invoice or permanently withhold withholding amounts otherwise due under this Agreement. If invoiced, the Contractor shall pay the City within thirty (30) days and late payments will accrue interest in accordance with Section 2251.025 of the Texas Government Code.

2. Term and Termination.

- 2.01 Initial Term. The initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date.
- 2.02 Renewal Terms. This Agreement may be renewed under the same terms and conditions for two (2) successive one-year terms at the sole option of the City by providing written notice of such renewal to the Contractor at least thirty (30) days prior to the expiration of the then-current term. Each such renewal must be evidenced in writing. Such renewal shall be for the same compensation set forth in this Agreement; however, the Contractor may request that the prices be adjusted by no more than any increase in the Consumer Price Index (Urban) sixty-three (63) days prior to a renewal date if the Contractor makes such request at least sixty (60) days prior to the expiration of the then current term. Nothing contained herein, however, shall obligate the City to renew this Agreement or restrict the City from terminating this Agreement at any time pursuant to Section 2.04.
- 2.03 Temporary Extension. The Contractor understands and agrees that the City may extend this Agreement 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 City was receiving immediately prior to such extension. Nothing contained herein, however, shall obligate the City to extend this Agreement or restrict the City from terminating this Agreement at any time pursuant to Sections 2.04 or 2.05.
- 2.04 Termination without Cause. The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the Director or City Manager to the Contractor of the City's election to do so.
- 2.05 Termination with Cause. Furthermore, the City may immediately and without notice terminate this Agreement if the Contractor breaches this Agreement, which shall include, but not be limited to, the following:
- (a) By failing to pay insurance premiums, liens, claims or other charges;
 - (b) By failing to perform the Services pursuant to the Schedule;
 - (c) By failing to pay any payments due the City, State or Federal Government from the Contractor or its principals, including, but not limited to, payments identified in this Agreement any taxes, fees, assessments, or liens;
 - (d) On the institution of voluntary or involuntary bankruptcy proceeding against the Contractor;
 - (e) Dissolution of the Contractor;
 - (f) By violation of any provision of this Agreement; and/or

- (g) By the abandonment or discontinuance of the Contractor's operations for a period of ten (10) days. Should this occur, the City shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it may be necessary for the City to remove the same for storage or disposal in its sole discretion.

3. Compensation.

- 3.01 Invoice for Services: An invoice for the Services the Contractor performed and completed shall be submitted to the City no more than once a month.
- 3.02 Compensation. The Contractor shall be paid for the Services performed in accordance with Exhibit "C," which is attached hereto and incorporated herein for all intents and purposes. All wages, taxes, workers' compensation of all of the Contractor's employees and all other expenses incurred in performing the Services under this Agreement are to be paid by the Contractor.
- 3.03 Payment: Any payment required herein to be made by the City shall be paid within thirty (30) days after receipt of an invoice or thirty (30) days after receipt of the Services, whichever is later. All invoices must specifically indicate the date the Services were performed. The maximum liability of the City for Services of the Contractor under this Agreement is TWO HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS (\$247,678.00).

4. Independent Contractor.

It is expressly agreed and understood by both parties hereto that the Contractor is an independent contractor in its relationship to the City of Friendswood. Nothing herein contained at any time or in any manner shall be construed to effect an agreement of partnership or joint venture or render any party hereto the employer or master of the other party and/or its employees, agents, or representatives.

5. Insurance, Indemnity and Release.

5.01 Insurance.

- (1) Requirements. Throughout the term of this Agreement, the Contractor at its own expense shall purchase, maintain and keep in full force and effect insurance against claims for injuries to or death of persons or damages to property which may arise out of or result from the Contractor's operations and/or performance of the work under this Agreement, whether such operations and/or performance be by the Contractor, its agents, representatives, volunteers, employees or subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Contractor's insurance coverage shall be primary insurance with respect to the City and its volunteers and agents. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it.

- (2) Coverages and Minimum Limits. The following is the insurance required under this Agreement along with its minimum coverage amounts required in this Agreement:
- (a) Commercial General Liability Policy
 - o General aggregate of \$2,000,000
 - o Owners' and Contractors' Protective Liability of \$500,000
 - o Products and Completed Operations of \$1,000,000
 - o Personal and Advertising Injury of \$1,000,000
 - o Minimum of \$1,000,000 per occurrence
 - o Coverage shall be broad form.
 - o No coverage exclusions shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
 - o Waiver of Subrogation required.
 - (b) Workers' Compensation Policy
 - o Statutory amounts required by Texas law.
 - o Employer's Liability of \$1,000,000.
 - o Waiver of Subrogation required.
 - (c) Business Automobile Policy (BAP)
 - o Combined Single Limits: \$1,000,000
 - o Coverage for "Any Auto"
 - o Waiver of Subrogation required.
 - (d) Umbrella
 - o General Aggregate of \$5,000,000
 - o Per Occurrence of \$5,000,000
 - o Waiver of Subrogation required.
 - (e) Business Services Bond
 - o \$100,000
- (3) Certificates of Insurance. Prior to or upon the execution of this Agreement and before commencing any use of the Premises, the Contractor shall file with the City a valid Certificate of Insurance and endorsements acceptable to the City. Such certificate shall contain a provision that coverages afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the City via certified mail, return receipt requested. Prior to the end of each coverage period during the Term of this Agreement, new Certificates of Insurance must be filed with the City evidencing continuation of coverage.
- (4) Additional Requirements.
- (a) General Liability insurance shall be written by a carrier with an A.M. Best Rating of A/VII or higher in accordance with the current Best Key Rating Guide.

- (b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- (c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis.
- (d) Claims-made policies will not be accepted.
- (e) The City, its officials, employees and agents, are to be added as "Additional Insureds" to all liability policies. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees or volunteers.
- (f) Upon request, certified copies of the insurance policy and/or certificate of insurance shall be furnished to the City at no cost to the City.
- (g) Upon request of and without cost to the City, loss runs (claims listing) of the insurance coverage shall be furnished to the City.

5.02 Indemnity.

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER AS USED IN THIS PARAGRAPH, WHETHER SINGULARLY OR COLLECTIVELY, THE "CITY") 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 WORK PERFORMED OR REQUIRED TO BE PERFORMED BY THE CONTRACTOR, HIS AGENTS, SERVANTS, EMPLOYEES, AND/OR SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, THE CONDUCT OR MANAGEMENT OF CONTRACTOR'S BUSINESS OR ACTIVITIES, OR FROM ANY ACT OR OMISSION BY CONTRACTOR, HIS AGENTS, SERVANTS, EMPLOYEES, AND/OR SUBCONTRACTORS ON OR ABOUT THE PROPERTY. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY AND/OR (II) THE SOLE OR JOINT NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH

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

5.03 Release

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing contained herein shall be construed in any way so as to waive in whole or part the City's sovereign immunity. The Contractor assumes full responsibility for the work performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (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 the Contractor's services to be performed hereunder. This release shall apply with respect to the Contractor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

6. Miscellaneous Provisions.

- 6.01 Entire Agreement. This Agreement and all exhibits incorporated herein, shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by all parties hereto. Furthermore, this Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Contractor and the City only. Should any of the provisions contained in any of the Agreement documents be in conflict or inconsistent with each other,

Exhibit "A"

Facilities and Schedule

FACILITY	ADDRESS	FREQUENCY	SQUARE FOOTAGE
City Hall	910 S. Friendswood Dr	Mon.-Fri. evenings cleanings, One (1) Day Porter Mon. & Thurs. only, 8:00 a.m. – 12:00 p.m.	23,200
Public Safety Building	1600 Whitaker	Mon.-Fri. 8:00 a.m. – 3:00 p.m. cleanings only, Two (2) Day Porters Evenings, if needed	37,614
Library	416 S. Friendswood Dr	Mon. – Fri. evening	21,700
Activity Building	416 Morningside	Mon. – Fri. evening	7,850
Public Works Building	15355 Blackhawk	Mon. – Fri. evening	11,138
Leavesley Park Hanger	901 Buckingham	Mon.-Fri. evening	6,000
Centennial Park	2200 S. Friendswood Dr.	Dec. – Jan. & June – July 2 times/week (Tues and Thurs) and Feb. – May & Aug. – Nov. 6 times/week (Mon - Sat)	55 acres land area
Renwick	205 Stadium Dr.	Dec. – Jan. & June – July 2 times/week (Tues and Thurs) and Feb. – May & Aug. – Nov. 6 times/week (Mon - Sat)	20 acres land area
Animal Control	3000 W. Parkwood	Mon. – Sat., 8:00 a.m. – 12:00 p.m. cleaning only Two (2) Day Porters	5,527
Shultz Sportspark	2910 W. Parkwood	Dec. – Jan. & May – July 2 times/week (Tues and Thurs) and Feb. – April & Aug. – Nov. 6 times/week (Mon - Sat)	27 acres land area
Stevenson Park	1100 S. Friendswood Dr.	Tues., Wed., & Thurs. Day cleaning only, evening if necessary	24 acres land area

* All parks must be cleaned weekdays before 4:00 p.m. and weekends before 8:00 a.m.

such conflict or inconsistency shall be construed in favor of the City. Furthermore, both parties expressly agree that the City Manager shall be the sole and final decision-maker should any conflict arise hereunder. In the event of any such conflict or any ambiguity in any of the terms of this Agreement, such conflict or ambiguity shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

- 6.02 Notices. All notices required to be given hereunder shall be given in writing by telecopy, overnight, or facsimile transmission, certified or registered mail or by hand delivery at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

CONTRACTOR
American Janitorial Services LTD
520 Dickinson Avenue
League City, TX 77573
Cell: _____

CITY
City of Friendswood
Attn: City Manager
910 S. Friendswood Dr.
Friendswood, TX 77546

- 6.03 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.
- 6.04 Sale of Interest. The Contractor may not sell or assign all or part interest in activities to another party or parties without written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.
- 6.05 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.
- 6.06 Governing Law And Venue. This Agreement 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 Galveston County, Texas.
- 6.07 No Right To Arbitration. Notwithstanding anything to the contrary contained in this Agreement, 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 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 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.

- 6.08 Severability. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- 6.09 Authority. The officers executing this Agreement on behalf of the parties hereby confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.
- 6.10 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the City does not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 6.11 Headings. The headings appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.
- 6.12 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement on the ____ day of May, 2023, the date of execution by the City Manager of the City of Friendswood (the "Effective Date").

CITY OF FRIENDSWOOD

BY: _____
MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

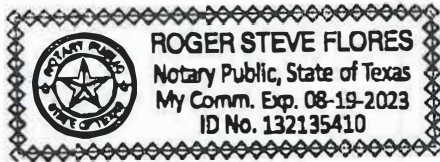
AMERICAN JANITORIAL SERVICES LTD,

BY: 
ANNI GREEN, General Partner

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, Roger Flores, the undersigned notary public, on this day personally appeared Anni Greene, the General Partner of American Janitorial Services LTD, on behalf of such company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of ^{April}~~May~~, 2023.



A handwritten signature in black ink, appearing to read "Roger Flores", written over a horizontal line.

Notary Public in and for the State of Texas

My commission expires: 08-19-2023

Exhibit "B"

Janitorial Services

Daily Services:

- Clean and disinfect all restroom facilities, including all basins, urinals, commodes and replenish paper products (cleaning supplies to be furnished by Contractor) unless other arrangements are made.
- Clean and disinfect all partitions, restroom walls, and shower stalls.
- Clean all flush rings, sanitary receptable and paper units.
- Clean and polish all mirrors.
- Clean inside and outside glass entranceways and partition glass excluding glass entranceway above doorway.
- Sweep and clear debris at all landings adjacent to entrances/exits to maintain a clean and favorable appearance.
- Clean and disinfect all sinks and refill soap dispensers.
- Clean and polish chrome fixtures in restrooms.
- Clean and disinfect all kitchen areas.
- Clean inside and outside of all microwave units.
- Clean outside of all refrigerators, coffee machines, and other appliances.
- Clean and disinfect all table units and wipe down chairs.
- Clean and disinfect all drinking fountains.
- Empty all trash receptacles, inside and outside, and change liners.
- Remove all garbage from premises. Dumpsters are provided at each site.
- Check ceilings for cobwebs and knock down cobwebs. Report excessive cobwebs.
- Address notes or correspondence left by City personnel.
- Animal Control Building - clean dog and cat kennels. Staff will direct contractor on desired standards.

Daily Floor Care:

- Dust mop all hard surfaces with a treated dust mop.
- Damp mop all hard surface floors to remove stain and spills as necessary.
- Damp mop or wet mop floors when necessary due to inclement weather.
- Wet mop and disinfect restroom and kitchen floors daily in all buildings.
- Vacuum all carpeted areas, excluding locked individual offices.
- Vacuum floor mats; wipe walls behind trash containers.
- Spot clean carpet as needed; spots 6 inches or less.
- Sweep and/or vacuum all stairs.

Weekly Service:

- Wet mop all hard surfaces/floors thoroughly.
- Clean all door fronts and handles.
- Clean all light switches.
- Dust all mini-blinds, windowsills, library shelves, picture frames and doorframes.
- Dust all ledges, chair rails, pictures and office furniture.
- Dust all desks, file cabinets, counters, partitions, and other office equipment/furniture.
- Desks shall be feather dusted and only cleaned thoroughly if desk is not in disarray.
- Clean and disinfect all telephones.
- Dust tops of cubicle partitions.

Monthly Services:

- Clean all air returns and vents.
- Replace air filters at Leavesley Park Jones Hangar Facility.
- Clean all baseboards.
- Dust all corners and ceiling fans.
- Clean and/or dust all hall and lobby walls.

Quarterly:

- Scrub and re-wax all tile floors.

Upon Request (additional charge at a per square foot rate):

- Shampoo/Steam clean carpeted areas.
- Carpet extraction.
- Strip and refinish all tile floors.
- Clean inside and outside glass above doorways.

Daily Maid Services:

- Clean restrooms.
- Clean lobby.
- Breakroom/kitchen area.
- Check with each office/department for cleaning instructions.
- Parking lot trash.
- Emergency cleanups.

Daily Park Services:

- Restrooms.
- Pavilions.
- Gazebo.
- Pick up trash on athletic fields, common areas and all green spaces.
- Empty trashcans.
- Wash interior cans and lids as needed.

Exhibit "C" Compensation

PRICING SHEET FOR RFP 2023-07 JANITORIAL SERVICES FOR CITY FACILITIES

FACILITY	SQUARE FOOTAGE	PRICE PER MONTH	ANNUAL PRICE (MONTH TIMES 12)	ESTIMATED SUPPLIES Per YEAR	GRAND TOTAL
City Hall	23,200	\$1,850.00	\$22,200.00	\$4,320.00	\$26,520.00
Public Safety Building	37,614	\$4,490.00	\$53,880.00	\$5,400.00	\$59,280.00
Library	21,700	\$1,550.00	\$18,600.00	\$3,780.00	\$22,380.00
Activity Building	7,850	\$700.00	\$8,400.00	\$2,280.00	\$10,680.00
Public Works	11,138	\$1,200.00	\$14,400.00	\$3,240.00	\$17,640.00
Leavesley Park Hanger	6,000	\$535.00	\$6,420.00	\$1,620.00	\$8,040.00
Centennial Park	55 acres	\$1,100.00	\$13,200.00	\$1,620.00	\$14,820.00
Renwick	20 acres	\$900.00	\$10,800.00	\$1,728.00	\$12,528.00
Animal Control	5,527	\$3,600.00	\$43,200.00	\$1,350.00	\$44,550.00
Shultz Sportspark	27 acres	\$1,350.00	\$16,200.00	\$1,620.00	\$17,820.00
Stevenson Park	24 acres	\$990.00	\$11,800.00	\$1,620.00	\$13,420.00

EST. ANNUAL TOTAL COST OF SUPPLIES	\$28,578.00	\$247,678.00
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SELECTION CRITERIA

The following criteria will be used by City staff to evaluate the proposals and select:

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

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

REQUEST FOR PROPOSALS
JANITORIAL SERVICES FOR CITY BUILDINGS

RFP 2023-07



DUE DATE: March 23, 2023- 2:00 p.m.

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

**TERMS AND CONDITIONS**

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

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

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



INTRODUCTION

The City of Friendswood seeks proposals from qualified vendors to provide daily janitorial services and supplies for its City buildings and facilities. The purpose of these specifications is to describe the minimum requirements of the City of Friendswood.

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

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

PURPOSE

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

PROPOSAL PROCESS

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

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

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

PROJECT TIMELINE

Request for Proposals Issued	March 1, 2023
Pre-Proposal Meeting	March 9, 2023, 10:00 am
Deadline for Submitting Questions	March 14, 2023, 10:00 am
Proposal Submission Deadline	March 23, 2023, 2:00 pm
Anticipated Award of Contract	April 3, 2023

PRE-POSAL MEETING

There will be a mandatory pre-proposal meeting on March 9, 2023 at 10:00 am at 910 S. Friendswood Dr., Friendswood, TX 77546. It will be assumed that potential proposers attending the meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions not already addressed by the City.

**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 exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS

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

AUDIT

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

NON-FUNDING CLAUSE

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

INSURANCE REQUIREMENTS

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

INDEMNITY AGREEMENT

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



COMPLIANCE WITH LAWS

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

SILENCE OF SPECIFICATIONS

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

SEVERABILITY

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

CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (RFP 2023-07). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm



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

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

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

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

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

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

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

CONTRACT TERMINATION

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

RIGHT OF ASSURANCE

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

RFP DELIVERY

Request for proposals (RFP) shall be submitted in sealed envelopes clearly marked with **RFP 2023-07, JANITORIAL SERVICES AND SUPPLIES FOR CITY BUILDINGS**. The RFP shall be addressed to the City of Friendswood, Attention: City Secretary. The Requests for Proposals will be received at Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, TX, 77546 until **2:00 pm, Thursday, March 23, 2023**, at which time the RFPs will be publicly opened and vendors’ names read aloud.

Submit to:

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



RFP 2023-07
JANITORIAL SERVICES FOR CITY BUILDINGS
SPECIFICATIONS

SCOPE OF WORK

The City of Friendswood seeks proposals from qualified vendors to provide all equipment, materials, labor, and transportation necessary to provide a janitorial services to various city buildings and offices. The contractor may also be requested to provide paper products, trash liners, and urinal screens as well as soap and other items.

REFERENCES

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

PERFORMANCE

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

INSTRUCTIONS TO PROPOSERS

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

1. Statement of Compliance

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

2. Experience

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

3. Qualifications

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

4. Schedule

Describe your plan/schedule for completing the work.

5. Price

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

6. Licenses and Certifications

Include copies of all licenses and certifications and Certificate of Liability Insurance form.

EVALUATION CRITERIA

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

- 30% Qualifications and capability of the company providing similar services
- 10% References – Respondents shall provide a minimum of three (3) references for which you have provided this type of service. Include the date(s), services furnished, client's name, address, and



phone/fax/email of the client.

- 30 % Pricing schedule
- 30 % Past experience and history on like contracts

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

TERM OF CONTRACT AND OPTION TO EXTEND

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

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

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

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

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

- (a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employer's Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.



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

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

FIRE PROTECTION AND PREVENTION

- A. The successful contractor shall comply with all fire protection measures prescribed in the City Fire Code, a copy of which is on file in the Office of the Fire Marshal. All dust cloths and mop treatment products, and floor treatment products (exclusive of waxes) shall be free of spontaneous heating tendency. Listing of these products as free of this tendency by qualified nationally recognized testing organizations shall be considered as meeting this requirement.
- B. The successful contractor shall not store combustible supplies, including but not limited to rags and paper, near possible sources of ignition. The contractor shall consider contaminated buckets, mops, cloths and brushes as potentially subject to spontaneous heating and shall not store such items in the building.
- C. The successful contractor shall store used wiping cloths and treated dust mops in covered metal containers. Mop buckets shall be emptied and sanitized daily.

REQUIREMENTS OF THE CONTRACTOR

- A. Maintain an inventory of all cleaning chemicals, paper products and equipment required to perform tasks involved.
- B. Provide employees with suitable photo identification and uniform or smock to be worn at all times when performing custodial services in City facilities.
- C. Establish a primary and secondary contact person whom would be available for any custodial emergencies.
- D. Ensure all employees observe all City ordinances and codes when conducting business on City premises.
- E. The City will require background checks and bonding on all employees.

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 cleaning in such a manner that there will be no interruption in, or interference with the proper execution of City business.
- C. Contractor must be able to pass background check and workers must be cleared to enter the Public Safety Building before being allowed on the premises.
- D. 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.

PROTECTION AND DAMAGES

- A. Facilities damaged due to vandalism, which is linked to any unsecured entry ways due to negligence of the contractor will be repaired or replaced at the contractor's expense.



- B. 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 or loss of office equipment or other property, including that of a City employee, which may occur in or about a building as a result of the contractor's employee, shall be repaired or replaced at the contractor's expense.
- C. 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).

CLEANING TASKS

Daily Services:

- Clean and disinfect all restroom facilities, including all basins, urinals, commodes and replenish paper products (cleaning supplies to be furnished by Contractor) unless other arrangements are made
- Clean and disinfect all partitions, restroom walls, and shower stalls
- Clean all flush rings, sanitary receptable and paper units
- Clean and polish all mirrors
- Clean inside and outside glass entranceways and partition glass excluding glass entranceway above doorway
- Sweep and clear debris at all landings adjacent to entrances/exits to maintain a clean and favorable appearance
- Clean and disinfect all sinks and refill soap dispensers
- Clean and polish chrome fixtures in restrooms
- Clean and disinfect all kitchen areas
- Clean inside and outside of all microwave units
- Clean outside of all refrigerators, coffee machines, and other appliances
- Clean and disinfect all table units and wipe down chairs
- Clean and disinfect all drinking fountains
- Empty all trash receptacles, inside and outside, and change liners
- Remove all garbage from premises. Dumpsters are provided at each site
- Check ceilings for cobwebs and knock down cobwebs. Report excessive cobwebs
- Address notes or correspondence left by City personnel
- Animal Control Building – clean dog and cat kennels. Staff will direct contractor on desired standards.

Daily Floor Care:

- Dust mop all hard surfaces with treated dust mop
- Damp mop all hard surface floors to remove stain and spills as necessary
- Damp mop or wet mop floors when necessary due to inclement weather
- Wet mop and disinfect restroom and kitchen floors daily in all buildings
- Vacuum all carpeted areas, excluding locked individual offices
- Vacuum floor mats; wipe walls behind trash containers
- Spot clean carpet as needed; spots 6 inches or less
- Sweep and or vacuum all stairs

Weekly Service:

- Wet mop all hard surfaces floors thoroughly
- Clean all door fronts and handles



- Clean all light switches
- Dust all mini-blinds, windowsills, library shelves, picture frames and doorframes
- Dust all ledges, chair rails, pictures and office furniture
- Dust all desks, file cabinets, counters, partitions, and other office equipment/furniture
- Desks shall be feather dusted and only cleaned thoroughly if desk is not in disarray
- Clean and disinfect all telephones
- Dust tops of cubicle partitions

Monthly Services:

- Clean all air returns and vents
- Replace air filters at Leavesley Park Jones Hangar Facility
- Clean all baseboards
- Dust all corners and ceiling fans
- Clean and/or dust all hall and lobby walls

Quarterly:

- Scrub and re-wax all tile floors

Upon Request (additional charge at a per square foot rate):

- Shampoo/Steam clean carpeted areas
- Carpet extraction
- Strip and refinish all tile floors
- Clean inside and outside glass above doorways

Daily Maid Services:

- Clean restrooms
- Clean lobby
- Breakroom/kitchen area
- Check with each office/department for cleaning instructions
- Parking lot trash
- Emergency cleanups

Daily Park Services:

- Restrooms
- Pavilions
- Gazebo
- Pickup trash; athletic fields, common areas and all green spaces
- Empty trashcans
- Wash interior cans and lids as needed

FACILITY	ADDRESS	FREQUENCY	SQUARE FOOTAGE
City Hall	910 S. Friendswood Dr	Mon.-Fri. evenings cleanings. Day Porter Mon.-Thurs. 8 am - 12 pm	23,200
Public Safety Building	1600 Whitaker	Mon.-Fri., 8:00 am - 3:30 pm cleaning only, 2 Day Porters needed. Evenings if needed.	37,614



Library	416 S. Friendswood Dr	Mon.-Fri. evening	21,700
Activity Building	416 Morningside	Mon.-Fri. evening	7,850
Public Works Building	15355 Blackhawk	Mon.-Fri. evening	11,138
Leavesley Park Hanger	901 Buckingham	Mon.-Fri. evening	6,000
Centennial Park	2200 S. Friendswood Dr.	Dec. & Jan.; June & July- 2 times/wk (Tues and Thurs) and Feb. – May; Aug. – Nov. - 6 times/wk (Mon – Sat)	55 acres land area
Renwick	205 Stadium Dr.	Dec. & Jan.; June & July- 2 times/wk (Tues and Thurs) and Feb. – May; Aug. – Nov. - 6 times/wk (Mon – Sat)	20 acres land area
Animal Control	3000 W. Parkwood	Mon.-Fri., 8:00 am - 3:30 pm cleaning only, 2 Day Porters needed	5,527
Shultz Sportspark	2910 W. Parkwood	Nov.-Jan.; May-July- three times/wk (Tues - Thurs) and Feb.-Apr.; Aug.-Nov. - six times/wk (Mon-Sat)	27 acres land area
Stevenson Park	1100 S. Friendswood Dr	Tues., Wed., & Thurs. Day cleaning only, evening if necessary	24 acres land area

*** All parks must be cleaned weekday before 4 pm and weekends before 8 am.**

**EXECUTION OF OFFER**

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

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

SUBMITTED BY:

(OFFICIAL Firm Name)

By:

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

(Typed or Printed Name)

(Title)

(Date)

Remittance

Address: _____

(City, State and Zip Code)

Phone #: (____) _____

Fax #: (____) _____

E-Mail Address: _____

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

ADDENDUMS/AMENDMENTS:

- 1) _____ date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged



Form 1: Statement of Organization

1. Proposer

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contact: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

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

(a) _____

(b) _____

(c) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
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(a)	_____	_____	_____
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(b)	_____	_____	_____
-----	-------	-------	-------

(c)	_____	_____	_____
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(d)	_____	_____	_____
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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 _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

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

Signature _____

Print Name _____



EXCEPTIONS TO SPECIFICATIONS

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

Section	Item/Material/Equipment Bid	Reason

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

Company _____

Agent _____



CONTRACTOR'S CAPACITY TO PERFORM

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

1. Availability to perform: _____

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

2. Equipment and operational items:

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

3. Personnel: _____

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

4. Other Resources: _____

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

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 1, 2023

Date submitted: 03/22/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving an Emergency Dispatching Services Agreement between the City and Harris County Municipal Utility District No. 55.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On March 1, 2023, the City provided 180 days' notice of termination of the following agreements in anticipation of this proposed agreement with Harris County Municipal Utility District No. 55 ("HCMUD 55"):

- Emergency Dispatching Services Agreement with Forest Bend Volunteer Fire Department and
- Emergency Dispatching services Agreement with Windsor EMS, Inc.

The proposed agreement is similar to the above-referenced agreements but covers the dispatching of fire personnel as well as emergency medical services personnel within HCMUD 55's territory. Additionally, the agreement provides a fee increase in an attempt to better reflect the City's cost of providing these services. Specifically, the monthly fees are as follows:

Contract Year	Monthly Amount Due
Year 1 (June 1, 2023 – May 31, 2024)	\$7,051
Year 2 (June 1, 2024 – May 31, 2025)	\$7,922
Year 3 (June 1, 2025 – May 31, 2026)	\$8,334

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. MUD 55 and City of Friendswood - Dispatch Agreement_Executed

**EMERGENCY DISPATCHING SERVICES AGREEMENT BETWEEN
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 55
AND
THE CITY OF FRIENDSWOOD**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Emergency Dispatching Services Agreement effective as of 1st day of June, 2023, is between the City of Friendswood, a home-rule municipality located in Harris and Galveston Counties, Texas (the "City") and Harris County Municipal Utility District No. 55, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution and operating under Chapters 49 and 54 of the Texas Water Code ("HCMUD 55").

RECITALS

WHEREAS, fire-fighting services as defined in Section 49.351(k) of the Texas Water Code, including, but not limited to, fire suppression, fire prevention, training, safety education, maintenance, communications, medical emergency services, photography, and administration, ("Fire-fighting and Ambulance Services") are a public necessity for the citizens of HCMUD 55; and

WHEREAS, the City has facilities and personnel for emergency dispatch operations within the incorporated limits; and

WHEREAS, HCMUD 55 is empowered to establish, operate and maintain a fire department to perform all Fire-fighting and Ambulance Services within its boundaries as depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, HCMUD 55 desires to contract with the City to provide emergency dispatching services for HCMUD 55's Fire-fighting and Ambulance Services, which are provided to the citizens within its boundaries; and

WHEREAS, the City has agreed to provide such services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the City and HCMUD 55, (each a "Party" and jointly the "Parties") agree as follows:

**I.
Services Provided**

The City shall maintain and operate an Emergency Communications Center which shall provide a central facility for the receipt of emergency and non-emergency communications (whether oral, written, telephonic, radio or other means) directed to HCMUD 55, and for the dispatching of HCMUD 55 personnel and equipment, either by oral communication, radio, or telephone or other electronic means, for Fire-fighting and Ambulance Services within the geographic area served by HCMUD 55 (the "Services").

II.

Payment by HCMUD 55 for Emergency Dispatch Services

- 2.01 *Payment Amount.* In consideration of the performance of the Services described herein, HCMUD 55 shall pay the City, on or before the first of each month, the following for all personnel costs and non-personnel costs associated with the Services:

Contract Year	Monthly Amount Due
Year 1 (June 1, 2023 – May 31, 2024)	\$7,051
Year 2 (June 1, 2024 – May 31, 2025)	\$7,922
Year 3 (June 1, 2025 – May 31, 2026)	\$8,334

- 2.02 *Adjustments.* If laws and/or ordinances (e.g., labor , benefits, insurance, training, certifications) are enacted that increase the City's costs to supply the Services, whether for personnel or otherwise, the actual direct and indirect financial impact of said laws shall be added to the monthly fee.

III.

Responsibilities of HCMUD 55

- 3.01 *Equipment and Services.* HCMUD 55 will utilize standard industry radio communications at all times. All units must be equipped with a current approved radio capable of communicating directly with the City Police Department and Dispatch. HCMUD 55 shall ensure that personnel on scene must be equipped with appropriately programmed hand-held radios. Radios must be programmed with an approved template provided by the City of Friendswood to provide inter-operative communications. HCMUD 55 shall provide and be responsible for the acquisition, maintenance and replacement of all needed equipment needed to interface with the City Police Department and Dispatch, including, but not limited to, the following:

- Portable and mobile radios with remote speaker microphones and one battery;
- Minitor VHF pagers for call notification;
- Radio/pager related equipment and accessories;
- Radio subscriber services;
- Administrative access to the City of any third-party communications applications; and
- Licenses/subscriptions for any third-party applications, including, but not limited to, ESO software.

- 3.02 *Protocols.* HCMUD 55 and City will agree to protocols and procedures required for Services pursuant to this Agreement, including the following:

- (a) The Friendswood Police Department will be responsible for the original notification and continued communication of information that it receives into the Telecommunications Center.
- (b) The dissemination of that information described in subsection (a) of this section will be in the following protocol:

- (1) The primary form of incident notification (the alerts for a call for service) and incident data for service for HCMUD 55 will be through radio communications and/or the use of radio tones. This notification will be sent out by the Police Department's Telecommunications Center via the Police Department's radio communications equipment to 700/800 MHz radios, and/or VHF (151.445/159.225 frequency) pagers.
- (2) The secondary form of incident data information will be through computer aided dispatch ("CAD") system utilized by the City. The City will provide access to the CAD information for all HCMUD 55's call-for-service and the billing information; however, HCMUD 55 shall be responsible for all CAD software licenses and associated hardware necessary to access such information.
- (3) The additional method of incident notification and incident data information will be through HCMUD 55-sponsored third-party applications, where members can subscribe to e-vendors for HCMUD 55 call information and notifications on their personnel mobile devices. HCMUD 55 shall be solely responsible for such applications, including, but not limited to the applications functionality, reliability as well as the cost thereof. Prior to HCMUD 55's use of any such application, the same must be approved in writing by the City. Any change in vendors must be approved by the City in the same manner. HCMUD 55 hereby agrees to provide information requested by the City needed to approve the application. The use of these applications must be reviewed/audited by HCMUD 55 at least quarterly to ensure functionality, membership status, and the accuracy of contact information within the application.
- (4) HCMUD 55 will be responsible, at its sole cost and expense, for any data transfer interface needed to allow the City's CAD call information to be populated into incident reporting systems, including those used for HCMUD 55 billing and state reports.

Notwithstanding anything to the contrary contained herein, HCMUD 55, at all times, shall be responsible for the functionality, operation, and costs associated with its access to the City's CAD system information.

IV.

Term, Suspension and Termination

- 4.01 *Initial Term.* The initial term of this Agreement shall begin on June 1, 2023, (the "Effective Date") and shall be in force and effect for three (3) years, ending on May 31, 2026.
- 4.02 *Extended Term.* The Agreement may be extended for two (2) intervals of one (1) year each, upon mutual agreement of the Parties; provided, however, the cost to provide the Services required herein during any extended term shall be amended to reflect the actual cost of the City's providing the Services and shall in no event be less than a three percent (3%) increase each year.
- 4.03 *Termination without Cause.* The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon one hundred and eighty (180) days' written notice from the City Manager to HCMUD 55 of the City's election to do so.

4.04 *Termination with Cause.* The City may immediately and upon notice suspend Services under this Agreement for up to ninety (90) days if HCMUD 55 commits a breach of this Agreement, which shall include, but not be limited to, the following:

- (a) By failing to pay insurance premiums, liens, claims or other charges;
- (b) By failing to pay any payments due the City, State or Federal Government, including, but not limited to, payments identified in this Agreement, any taxes, fees, assessments, or liens;
- (c) On the institution of voluntary or involuntary bankruptcy proceeding against HCMUD 55;
- (d) By dissolution of HCMUD 55; and/or
- (e) By violation of any provision of this Agreement.

If, within thirty (30) days of receipt of the notice of default, HCMUD 55 cures the same, the Services shall be restored. If the default is not timely cured, this Agreement shall automatically terminate at the expiration of the ninety-day period specified in the notice. In such event, HCMUD 55 forfeits all rights under this Agreement. Under no circumstances shall the City accept liability for providing or failing to provide emergency communication services to HCMUD 55 for being in default as per the terms of this Agreement.

V.

Indemnification, Release, and Insurance

5.01 *Indemnity*

HCMUD 55 HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY AS USED IN THIS SECTION THE "CITY") 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 AND FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. 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 HCMUD 55, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF HCMUD 55, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH HCMUD 55 AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY HCMUD 55 TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE HCMUD 55'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A

CONCURRING CAUSE WITH THAT OF THE CITY OF THE INJURY, DEATH, OR DAMAGE AND/OR (II) HCMUD 55'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY OR THE CONCURRENT NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF HCMUD 55. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, HCMUD 55 AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, HCMUD 55 IS NOT OBLIGATED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND THE CITY AGAINST ANY CLAIM, WHETHER DIRECT OR INDIRECT, IF SUCH CLAIM OR CORRESPONDING LOSSES ARISE OUT OF OR RESULT FROM, IN WHOLE OR IN PART, THE CITY'S (A) GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT; OR (B) BAD FAITH FAILURE TO COMPLY WITH ANY OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT.

5.02 *Release.* By this Agreement, neither Party consents to litigation or suit, and the Parties expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive either Party's sovereign immunity. HCMUD 55 assumes full responsibility for its services and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (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 HCMUD 55's services. This release shall apply with respect HCMUD 55's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

5.03 *Insurance.* HCMUD 55 shall at all times during this Agreement maintain in full force and effect insurance as provided herein and which meets or exceeds the following minimum limits:

Commercial General Liability:

- General aggregate: \$2,000,000
- Per occurrence: \$1,000,000
- Bodily Injury: \$500,000

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

Workers' Compensation:

- Statutory limits
- Employer's Liability Insurance: \$500,000

Business Automobile Liability:

- Combined single limits of \$1,000,000.
- All automotive coverage is to include any auto.

Prior to the execution of this Agreement, HCMUD 55 shall file with the City valid certificates of insurance and endorsements acceptable to the City. Such certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the City via certified mail, return receipt requested. HCMUD 55 shall also file with the City valid certificates of insurance covering its fire department and all contractors performing Fire-fighting and Ambulance Services within HCMUD 55.

The following are general requirements which are applicable to all policies:

- AM Best Rating of A-:VII or better for all liability policies.
- Insurance carriers must be licensed and admitted to do business in the State of Texas.
- Liability policies will be on occurrence form.
- On insurance policies of HCMUD 55's fire department and all contractors performing Fire-fighting and Ambulance Services within HCMUD 55,
 - the City, its officials, and employees are to be added as Additional Insured to liability policies, and
 - a waiver of subrogation shall be granted in favor of the City on all liability policies as well as the workers' compensation policy.
- Upon request of and without cost to the City, certified copies insurance policies and/or certificates of insurance of HCMUD 55, its fire department and all contractors performing Fire-fighting and Ambulance Services within HCMUD 55 shall be furnished to the Director. Certificates of insurance showing evidence of insurance coverage shall be provided to the City's representative prior to the City's execution of this Agreement.

Should any insurance required by this Agreement lapse, (i) HCMUD 55 shall immediately notify the City, (ii) the Services shall be suspended as of the time and date of such lapse, and (iii) the Services shall not resume until coverages have resumed.

VI.

Notices

All notices required to be given hereunder shall be given in writing by telecopy, overnight, or facsimile transmission, certified or registered mail or by hand delivery at the respective addresses of the Parties set forth herein or at such other address as may be designated in writing by either Party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

HCMUD 55
Harris County Municipal Utility District No. 55
Attn: President
2300 Pilgrims Point Dr.
Webster, TX 77598

with a copy to:
Harris County Municipal Utility District No. 55
Attn: Attorney
1301 McKinney St., Suite 5100
Houston, TX 77010

CITY
City of Friendswood
Attn: City Manager
910 S. Friendswood Drive
Friendswood, TX 77546

with a copy to:
City of Friendswood
Attn: Chief of Police
1600 Whitaker Drive
Friendswood, TX 77546

VII.
Miscellaneous

- 7.01 *Governing Laws.* Throughout the term of this Agreement, HCMUD 55 shall comply with all federal, state, and local rules, regulations, and laws as they now exist or may hereafter be enacted or amended. The obligations of the City and HCMUD 55 shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any dispute arising out of the performance of this Agreement shall lie in a court of competent jurisdiction in Harris County, Texas.
- 7.02 *Entire Agreement and Severability.* This Agreement and any amendments thereto, contain the entire agreement between the City and HCMUD 55 for the Services. No variations, modifications or changes shall be binding unless in writing. The phrases, clauses, sentences, paragraphs, or sections of this Agreement are severable and, if any phrase, clause, sentence paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.
- 7.03 *Assignment.* HCMUD 55 may not sell or assign all or part interest in this Agreement to another party or parties without written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.
- 7.04 *Non-waiver.* 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.
- 7.05 *No Right to Arbitration.* Notwithstanding anything to the contrary contained in this Agreement, the City and HCMUD 55 hereby agree that no claim or dispute between the City and HCMUD 55 arising out of or relating to this 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 the City is subjected to an arbitration proceeding notwithstanding this provision, HCMUD 55 consents to be joined in the arbitration proceeding if HCMUD 55's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

- 7.06 *Interpretation.* The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any Party.
- 7.07 *No Third-Party Beneficiaries.* This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.
- 7.08 *Authority.* The officers executing this Agreement on behalf of the Parties hereby confirm that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the Effective Date.

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

**HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 55**

(Signature)

ROBERT L. SQUIRES
(Printed Name)

BOARD PRESIDENT
(Title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, ~~Robert L. Squires~~ Kaitlyn Males the undersigned notary public, on this day personally appeared Robert Squires, in his/her capacity as Director of Harris County Municipal Utility District No. 55, on behalf of such entity, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of March, 2023.



Notary Public in and for the State of Texas

My commission expires: 9.26.24

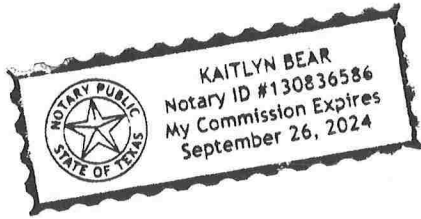
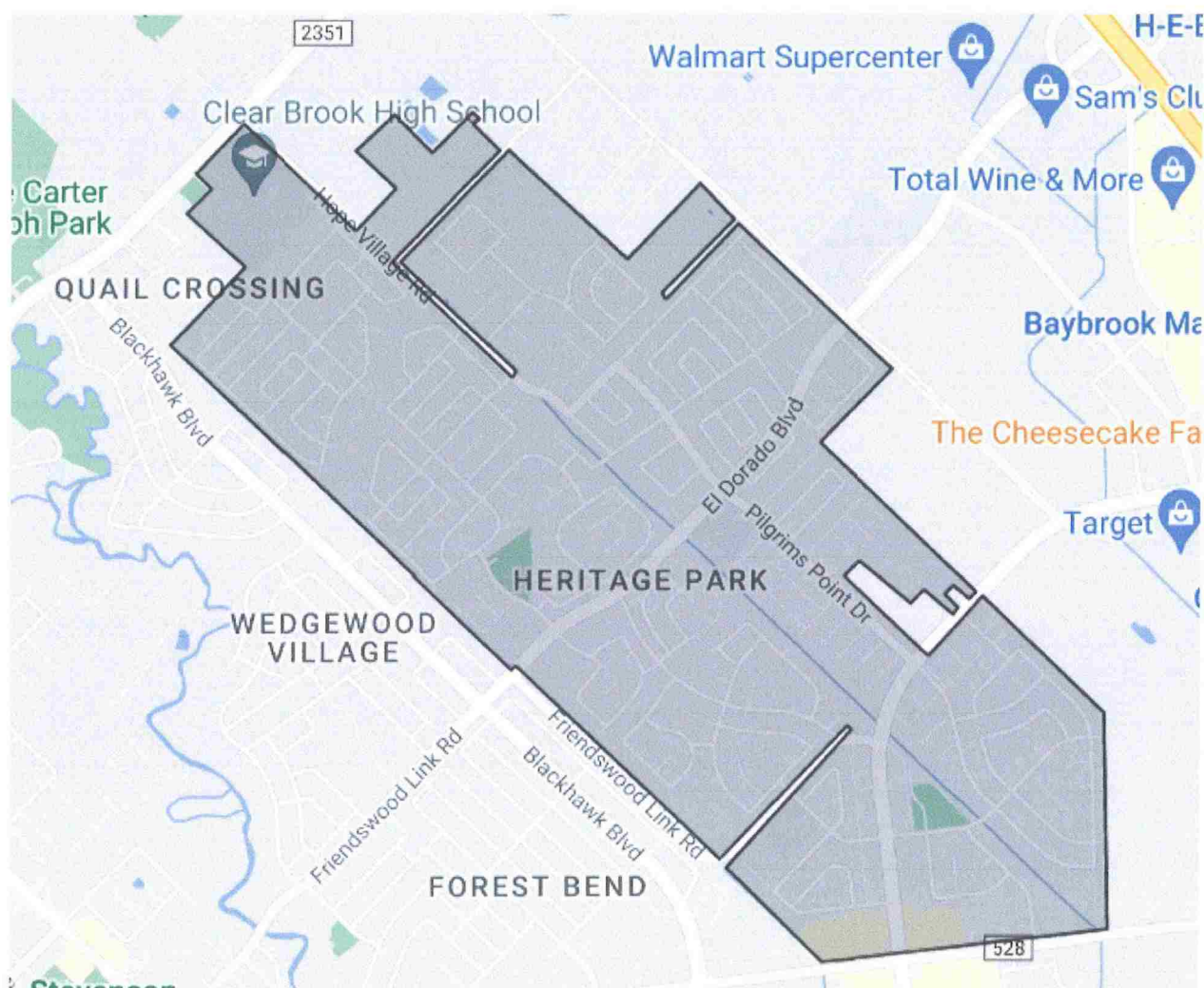


Exhibit "A"
Boundaries of HCMUD 55



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 1, 2023

Date submitted: 04/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing an Interlocal Agreement with Galveston County Consolidated Drainage District for the acquisition of property for flood mitigation improvements at 23 Wilderness Trail.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to authorize an Interlocal Agreement (the "Agreement") with Galveston County Consolidated Drainage District (the "District") for the acquisition of property for flood mitigation improvements at 23 Wilderness Trail (the "Property"). The City desires to acquire the Property for the extension of utilities and other public infrastructure; and the District has determined that the Property would be useful for detention facilities.

Therefore, under this Agreement,

The City will:

- Endeavor to acquire the Property;
- Provide the District use of a portion of the Property for constructing detention facilities for flood control, floodplain management, and flood damage prevention purposes; and
- Maintain that portion of the Property, which is not used by the District for such purposes.

The District will:

- Pay 50% of the sales price of the Property, which equates to \$415,000.00, on or before May 31, 2023;
- Work with the City to determine the portion of the Property to be used for detention facilities;
- Create a drainage model;
- Cause a PER to be prepared for the City's review and comment;
- Cause construction documents to be prepared for the City's review and comment;
- Cause the detention facilities to be conducted on the Property;
- Restore the surrounding portions of the Property, not used for detention facilities;
- Provide the City record drawings of the detention facilities construction; and
- Maintain such facilities in perpetuity.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood - GCCDD Interlocal Agreement - Final

**INTERLOCAL AGREEMENT BY
AND BETWEEN
CITY OF FRIENDSWOOD AND
GALVESTON COUNTY CONSOLIDATED
DRAINAGE DISTRICT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Interlocal Agreement ("Agreement") is made and entered into as of the ____ day of May, 2023, by and between the City of Friendswood, a home rule municipal corporation located in Galveston and Harris Counties, Texas (the "City"), and the Galveston County Consolidated Drainage District, a conservation and reclamation district organized and existing pursuant to Article XVI, Section 59 of the Constitution of the State of Texas (the "District"), each party acting by and through their respective governing bodies.

WITNESSETH:

WHEREAS, pursuant to Chapter 791 of the Texas Government Code (the "Act"), local governments are authorized to contract among themselves for the provisions of governmental functions and services; and

WHEREAS, the City and the District are each " local governments," as defined in the Act; and

WHEREAS, the corporate limits of the City includes territory in both Galveston and Harris Counties, Texas; and

WHEREAS, that portion of the City that is located within Galveston County is also located within the corporate boundaries of the District; and

WHEREAS, the City has entered into an earnest money contract to acquire the property located at 23 Wilderness Trail, Friendswood, Galveston County, Texas (the "Property") for roadway, utility and drainage infrastructure improvements; and

WHEREAS, the District was created and exists for the purpose of reclamation and drainage of flooded lands and other lands needing drainage within the District; and

WHEREAS, in furtherance thereof, the District is empowered to acquire, construct, improve, and maintain facilities necessary to carry out its mandated purpose; and

WHEREAS, the City and the District have determined the acquisition of the Property, on which drainage facilities and other public infrastructure may be built, is a governmental function in which the contracting parties are mutually interested; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, the City and the District do hereby find, determine, and agree as follows:

1. Findings. The facts and matters set forth in the preamble of this Agreement are hereby found to be true and correct.
2. Purpose. The purpose of this Agreement is to promote and protect public health, safety, and welfare by minimizing public and private losses resulting from flood conditions through the acquisition of Property on which drainage facilities and other public infrastructure may be built.
3. City's Responsibilities.
 - 3.01 The City will endeavor to acquire title to the Property in accordance with the Earnest Money Contract, into which the City has entered with the owner of the Property and which includes a sales price of EIGHT HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$830,000.00) (the "Earnest Money Contract").
 - 3.02 Should the City be unable to acquire or decide not to acquire the Property for any reason, the City's only obligation hereunder shall be to return any money received by the City from the District, pursuant to Section 4.01 hereinbelow, within thirty (30) days after the City determines that it is unable or unwilling to acquire the Property under the Earnest Money Agreement.
 - 3.03 The City shall, by this Agreement, provide the District the use of a portion of the Property for constructing detention facilities for flood control, floodplain management, and flood damage prevention purposes (the "Drainage Improvements"), and grant the District the appropriate easements and temporary rights of entry onto the Property to fulfill the District's construction and maintenance obligations hereunder. The portion of the Property to be used by the District for such purposes shall be determined by the Parties after the acquisition of the Property and after the City determines the proper alignment of the proposed roadway.
 - 3.04 The City shall maintain the Property with the exception of the Drainage Improvements, which the District will maintain in perpetuity pursuant to Section 4.08 of this Agreement.

4. District's Responsibilities.

4.01 On or before May 31, 2023, the District shall pay the City a total of FOUR HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$415,000.00), which represents one-half of the sales price of the Property specified in the Earnest Money Contract.

4.02 After the acquisition of the Property and after the City determines the proper alignment of the proposed roadway, the District shall work with the City in order to determine that portion of the Property to be used by the District for constructing detention facilities for flood control, floodplain management, and flood damage prevention purposes.

4.03 Thereafter, the District shall, at its cost and expense, create a drainage model highlighting the improvements to the floodplain as a result of installing the detention facilities.

4.04 Upon completion of the model, the District shall, at its cost and expense, design and subsequently construct the Drainage Improvements on the Property in accordance with all applicable laws, rules and regulations. The District shall provide engineering services and related support services necessary for the preliminary engineering report (the "PER"), and preparations of the plans, specifications, estimates and a project manual for the construction of the Drainage Improvements (the "Construction Documents"). The District shall submit the PER and the Construction Documents to the City for the City's review and comment when approximately 50, 90 and 100 percent complete. The City shall provide comments to the District within twenty (20) working days or the PER and Construction Documents will be deemed approved. The District shall incorporate the City's comments into the PER and Construction Documents.

4.05 The District will cause to be inserted in the Construction Documents for the Drainage Improvements and any subsequent contract for the maintenance thereof, an agreement that the contractor will indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the District and the City and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the Drainage Improvements or any associated improvements, or on account of any act of omission by the contractor. The District will require its contractor(s) to procure and maintain for the duration of the construction of the Drainage Improvements and any subsequent maintenance thereof, insurance coverages of types and amounts comparable to those required by the District for other similar projects, including but not limited to commercial general liability,

business auto, and workers' compensation policies; to name the District and the City as additional insured parties on all liability insurance policies; to provide a waiver of subrogation in favor of the District and the City for all liability policies and on the contractor's workers' compensation policy; and to provide the District with certificates evidencing such coverage upon request.

- 4.06 The District will award the construction contract for the Improvements in accordance with competitive bidding laws applicable to the District. The District's determination of the lowest responsible bidder, or best value proposer, if applicable, for the Drainage Improvements shall be final. The City shall have access at all reasonable times to the construction site and to all relevant drawings, specifications, Contract Documents, and records to verify that the Drainage Improvements are constructed in compliance with this Agreement. The District will include the City in all project design and construction progress meetings.
- 4.07 Prior to the construction and any subsequent maintenance of the Drainage Improvements, the District shall obtain payment and performance bonds from its contractor(s) in the full amount of the contract price in accordance with state law. The City shall have no responsibility for administration of the construction contract and shall incur no obligation to any contractor thereby.
- 4.08 Once the Drainage Improvements are complete, the District shall restore that portion of the Property, which are not part of the Drainage Improvements, to the condition it was in prior to the District's construction activities and shall thereafter maintain the Drainage Improvements and any pilot channels/ancillary drainage components in perpetuity.
- 4.09 Within thirty (30) days of completion of the construction of the Drainage Improvements, the District shall provide the City with record drawings of the Drainage Improvements.
- 4.10 All monies to be paid by the District in the performance of this Agreement shall be made from its current, available revenues.
5. Term. The term of this Agreement, except for any obligations stated in this Agreement to be perpetual or in perpetuity, is for five (5) years; however, if the Drainage Improvements have not been constructed within such period of time, the City and the District may extend this Agreement for additional one-year periods until the construction is complete. The City or the District may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other party until such time as the District commences construction of the Drainage Improvements on the Property. If the City terminates this Agreement without cause or the District terminates this Agreement with cause during such period in accordance with this section, the City shall refund the monies paid to the District in accordance with Section 4.01. It is

expressly understood and agreed that Sections 4.05, 4.07 and 4.08 of this Agreement shall not expire but shall continue in perpetuity.

6. Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been mailed by certified mail, return receipt requested, in a United States Post Office, addressed to the parties at the following address:

City:

City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546
Attn: City Manager
fwdcity@friendswood.com

District:

Galveston County Consolidated Drainage District
1605 Whitaker Drive
Friendswood, TX 77546-4178
Attn: Operations Manager
Email:

A copy of any notice provided under this section shall also be emailed at the time of posting to the email addresses of the persons set out above.

7. Complete Agreement. This instrument contains the entire agreement between the City and the District relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by both the City and the District.
8. Severability. If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.
9. No Joint Venture; No Third-Party Beneficiary. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract.
10. Force Majeure. Force Majeure. Neither party shall be liable for any damage, delay or loss due to Force Majeure. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of a Party, or any other causes not reasonably within the control of the Party.

11. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
12. Authority to Bind. Each Party represents and warrants that it has been authorized by its respective governing body. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.
13. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Galveston County, Texas.

EXECUTED in duplicate originals on the dates indicated.

CITY OF FRIENDSWOOD

GALVESTON COUNTY
CONSOLIDATED DRAINAGE
DISTRICT

MORAD KABIRI, City Manager (Date)

KEVIN HOLLAND, President (Date)

ATTEST:

LETICIA BRYSCH, City Secretary

JIM GIBSON, 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 1, 2023

Date submitted: 04/04/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Earnest Money Contract with the Estate of Mary Ellen Colbaugh Bellard for the purchase of approximately 2.019 acres located at 23 Wilderness Trail, Friendswood, Galveston County, Texas and authorize the City Manager to close on the property.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

At its meeting in March, City Council authorized the City Manager to pursue an Earnest Money Contract with the Estate of Mary Ellen Colbaugh Bellard for the purchase of approximately 2.019 acres located at 23 Wilderness Trail, Friendswood, Galveston County, Texas. The earnest money contract is contingent upon the City Council's approval and includes a sales price is \$830,000, which is based upon an appraisal performed on behalf of the City and represents the fair market value of the property. Additionally, on this agenda, is an interlocal agreement with the Galvston County Conolitated Drainage District to share equally in the costs.

The contract was contingent upon an environmental site assessment satisfactory to the City and Council's approval of the contract. The environmental site assessment has been performed and the closing date is scheduled for May 5, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Earnest Money Contract - 23 Wilderness Trail
2. 23 Wilderness Trails Exhibit

EARNEST MONEY CONTRACT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Earnest Money Contract is made and entered into this 31st day of March, 2023, by and between the CITY OF FRIENDSWOOD, a municipal corporation located in Galveston and Harris Counties, Texas, hereinafter known as the "Buyer," and THE ESTATE OF MARY ELLEN COLBAUGH BELLARD, hereinafter known as the "Seller."

I.
IN GENERAL

Subject to Article II hereof, the Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the property described below.

II.
CONTINGENCY

This Agreement and the Buyer's obligations herein are expressly contingent upon (i) an environmental site assessment satisfactory to the Buyer and (ii) the City Council's approval of this Agreement.

III.
PROPERTY

The property subject to this Agreement is that property located at 23 Wilderness Trail, Friendswood, Texas, more particularly described as Abstract 128, Page 3 A. Jackson Survey, Tract 29, being approximately 2.019 acres, and hereinafter referred to as the "Property."

IV.
SALES PRICE

The sales price of the above-referenced property shall be EIGHT HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$830,00.00), hereinafter "Sales Price."

V.
EARNEST MONEY

Buyer shall deposit ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) as earnest money with Stewart Title Company, located at 601 S. Friendswood Dr., #103, Friendswood, Texas 77546, hereinafter "Title Company," as Escrow Agent, upon execution of this Agreement by both parties.

VI.
TITLE POLICY AND SURVEY

Seller shall obtain at Buyer's sole cost and expense an Owner Policy of Title Insurance, hereinafter the "Title Policy," issued by the Title Company in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) restrictive covenants common to the platted subdivision in which the Property is located;
- (2) the standard printed exception for standby fees, taxes and assessments;
- (3) utility easements created by the dedication deed or plat of the subdivision in which the Property is located;
- (4) reservations or exceptions otherwise permitted by this Agreement or as may be approved by Buyer in writing;
- (5) the standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions or overlapping improvements;
- (6) the standard printed exception as to marital rights; and
- (7) the standard printed exception as to waters, tidelands, beaches, streams, and related matters.

Within twenty (20) days after the Title Company receives a copy of this Agreement, Seller shall furnish to Buyer a commitment for Title Insurance (the "Commitment") and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment other than the standard printed exceptions. Seller authorizes the Title Company to mail or hand-deliver the Commitment and related documents to Buyer at Buyer's address shown below. If the Commitment is not delivered to Buyer within the specified time, the time for delivery shall be automatically extended up to fifteen (15) days. Buyer shall have ten (10) days after the receipt of the Commitment to object in writing to matters disclosed in the Commitment. Buyer may object to existing building and zoning ordinances and items (1) through (7) listed above if Buyer determines that any such ordinance or item prohibits the proposed use of the Property as hereinafter described.

Within ten (10) days after Buyer's receipt of a survey plat, Buyer may object in writing to any matter which constitutes a defect or encumbrance to title shown on a survey plat obtained by Buyer at the expense of Seller. The survey shall be made by a Registered Professional Land Surveyor acceptable to the Title Company and the Buyer. The plat shall (a) identify the Property by metes and bounds or platted lot description; (b) show that the survey was made and staked on the ground with the corners permanently marked; (c) set forth the dimensions and total area of the Property; (d) show the location of all improvements, highways, streets, roads, railroads, rivers, creeks or other waterways, fences, easements and rights-of-way on the Property with all easements and rights-of-way referenced to their recording information; (e) show any discrepancies or conflicts in boundaries, any visible encroachments, and any portion of the Property lying within the one hundred (100) year flood plain as shown on the current Federal Emergency Management Agency map; and (f) contain the surveyor's certificate that the survey as shown by the plat is true and correct.

Utility easements created by the dedication deed and plat of the subdivision in which the Property is located shall not be a basis for objection. Buyer's failure to object under this article within the time allowed shall constitute a waiver of Buyer's right to object except that the requirements in Schedule C of the Commitment shall not be deemed to have been waived. If objections are made by Buyer, Seller shall cure the objection within twenty (20) days after the date Seller receives them and the Closing Date shall be extended as necessary. If objections are not cured by the extended Closing Date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, unless Buyer elects to waive the objections.

**VII.
CLOSING**

The closing of the sale shall be on or before the 5th day of May, 2023, or within seven (7) days after (i) receipt of the appraisal as contemplated in Article IV hereinabove and (ii) objections to title, inspection report, environmental assessment and/or survey have been cured, whichever date is later, such date hereinafter referred to as "Closing Date." If either party fails to close this sale by the Closing Date herein specified, the non-defaulting party shall be entitled to exercise any remedies contained in

Article XII hereof. At closing, Seller shall furnish tax statements or certificates showing no delinquent taxes are due and owing on the Property, and Seller shall tender a General Warranty Deed conveying good and indefeasible title showing no additional exceptions, other than those not objected to by Buyer or waived by Buyer pursuant to Article VI hereof.

**VIII.
POSSESSION**

The possession of the Property shall be delivered to Buyer at closing.

**IX.
SALES EXPENSES**

The following expenses shall be paid at or prior to closing:

- A. Buyer shall be responsible for the expenses associated with the appraisal; environmental assessments; preparation of deed; escrow fee; and other expenses stipulated to be paid by Buyer under other provisions of this Agreement.
- B. Seller shall be responsible for the expenses associated with the following: releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; taxes assessed prior to January 1, 2023; tax statements or certificates; and other expenses stipulated to be paid by Seller under other provisions of this Agreement.

**X.
PRORATIONS**

Current taxes, any rents, maintenance fees, and assessments shall be prorated through the Closing Date. If the amount of the ad valorem taxes for the year in which the sale is closed is not available on the Closing Date, proration of the taxes shall be made on the basis of the taxes assessed in the previous year.

**XI.
CHARGES DUE TO SELLER'S CHANGE IN USE**

If Seller's change in use of the Property prior to the closing or denial of a special use valuation on the Property claimed by Seller results in the assessment of additional taxes for periods prior to closing, the additional taxes shall be the obligation of the Seller. Obligations imposed by this article shall survive closing.

**XII.
DEFAULT**

If Buyer fails to comply with this Agreement, Buyer shall be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this Agreement and receive the Earnest Money as liquidated damages, thereby releasing both parties from this Agreement. If Seller is unable without fault to deliver the Commitment within the time allowed, Buyer may either terminate this Agreement and receive the Earnest Money as the sole remedy or extend the time for performance up to fifteen (15) days and the Closing Date shall be extended as necessary at the discretion of the Buyer. If Seller fails to comply with this Agreement for any other reason, Seller shall be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this Agreement, receive the Earnest Money, and seek such other relief as may be provided by law, thereby releasing both parties to this Agreement.

**XIII.
ESCROW**

The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent is not (a) a party to this Agreement and does not have any liability for the performance or non-performance of any party to this Agreement, (b) liable for interest on the Earnest Money, or (c) liable for any loss of Earnest Money caused by the failure of a financial institution in which the Earnest Money has been deposited unless the financial institution is acting as Escrow Agent. If either party makes demand for the payment of the Earnest Money, Escrow Agent has the right to require from all parties a written release of liability of Escrow Agent for disbursement of the Earnest Money. Any refund or disbursement of Earnest Money under this Agreement shall be reduced by the amount of unpaid expenses incurred on behalf of the party receiving the Earnest Money, and Escrow Agent shall pay the same to the creditors thereto. At closing the Earnest Money shall be refunded to Buyer. Demands and notices required by this paragraph shall be in writing and delivered by hand delivery or by certified mail, return receipt requested.

**XIV.
REPRESENTATIONS**

Seller represents that as of the Closing Date there will be no liens, assessments, or Uniform Commercial Code or other security interests against any of the Property which will not be satisfied out of the Sales Price, other than ad valorem taxes. If any representation in this Agreement is untrue on the Closing Date, this Agreement may be terminated by Buyer and the Earnest Money shall be refunded to Buyer. All representations contained in this Agreement shall survive the closing.

**XV.
SALE OF INTEREST**

The Seller may not sell or assign all or part interest in the Property to another party or parties without the express prior written approval of the City Manager of such sale or assignment, nor shall Seller assign any monies due or to become due to it hereunder without the previous consent of the City Manager.

**XVI.
NOTICES**

All notices required to be given hereunder shall be given in writing, in person or by overnight, certified or registered mail, return receipt requested at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

SELLER

Mary Ellen Colbaugh Bellard
23 Wilderness Trail
Friendswood TX 77546-5301

BUYER

City of Friendswood
Attn: City Manager
910 S. Friendswood Dr.
Friendswood, TX 77546

**XVII.
FEDERAL TAX REQUIREMENTS**

If Seller is a "foreign person" as defined by applicable law or if Seller fails to deliver an affidavit that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with the applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require the filing of written reports if cash in excess of specified amounts is received in the transaction.

**XVIII.
USE**

The intended use of the Property by Buyer is for municipal purposes. If Buyer ascertains that applicable zoning ordinances, easements, restrictions or governmental laws, rules or regulations prevent such intended uses, and Buyer notifies Seller within thirty (30) days after the effective date of this Agreement (but in all events at least seven (7) days prior to closing) of Buyer's inability to use the property as herein proposed, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer's failure to give the notice within the required time shall constitute Buyer's acceptance of the Property.

**XIX.
NON-WAIVER**

Failure of either party hereto to insist on the strict performance of any of the agreements 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.

**XX.
GOVERNING LAW**

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City of Friendswood, 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.

**XXI.
SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**XXII.
NO RIGHT TO ARBITRATION**

Notwithstanding anything to the contrary contained in this Agreement, the Buyer and the Seller hereby agree that no claim or dispute between the Buyer and the Seller arising out of or relating to this 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 the Buyer

is subjected to an arbitration proceeding notwithstanding this provision, the Seller consents to be joined in the arbitration proceeding if the Seller's presence is required or requested by the Buyer for complete relief to be recorded in the arbitration proceeding.

XXIII.
COMPLETE AGREEMENT

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

XXIV.
AUTHORITY

The persons executing this Agreement on behalf of the parties hereby represent that such persons have full authority to execute this Agreement and to bind the party he/she represents.

XXV.
EXPIRATION

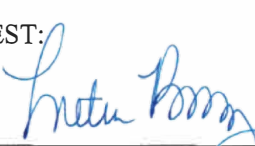
This Contract shall expire if not signed by the Seller on or before the 3rd day of April, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the 3rd day of APRIL, 2023, the date of execution by the Seller.

BUYER: CITY OF FRIENDSWOOD, TEXAS


MORAD KABIRI, City Manager

ATTEST:


LETICIA BRYSCH, City Secretary



SELLER:

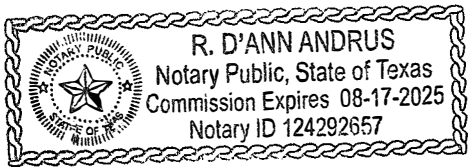
DocuSigned by:

APRIL ANNE BELLARD, Independent Executrix

STATE OF TEXAS §
COUNTY OF GALVESTON §

Before me, R. D'Ann Andrus, the undersigned notary public, on this day personally appeared APRIL ANNE BELLARD, the owner of the above-described Property, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 3 day of April, 2023.



[Signature]
Notary Public in and for the State of Texas

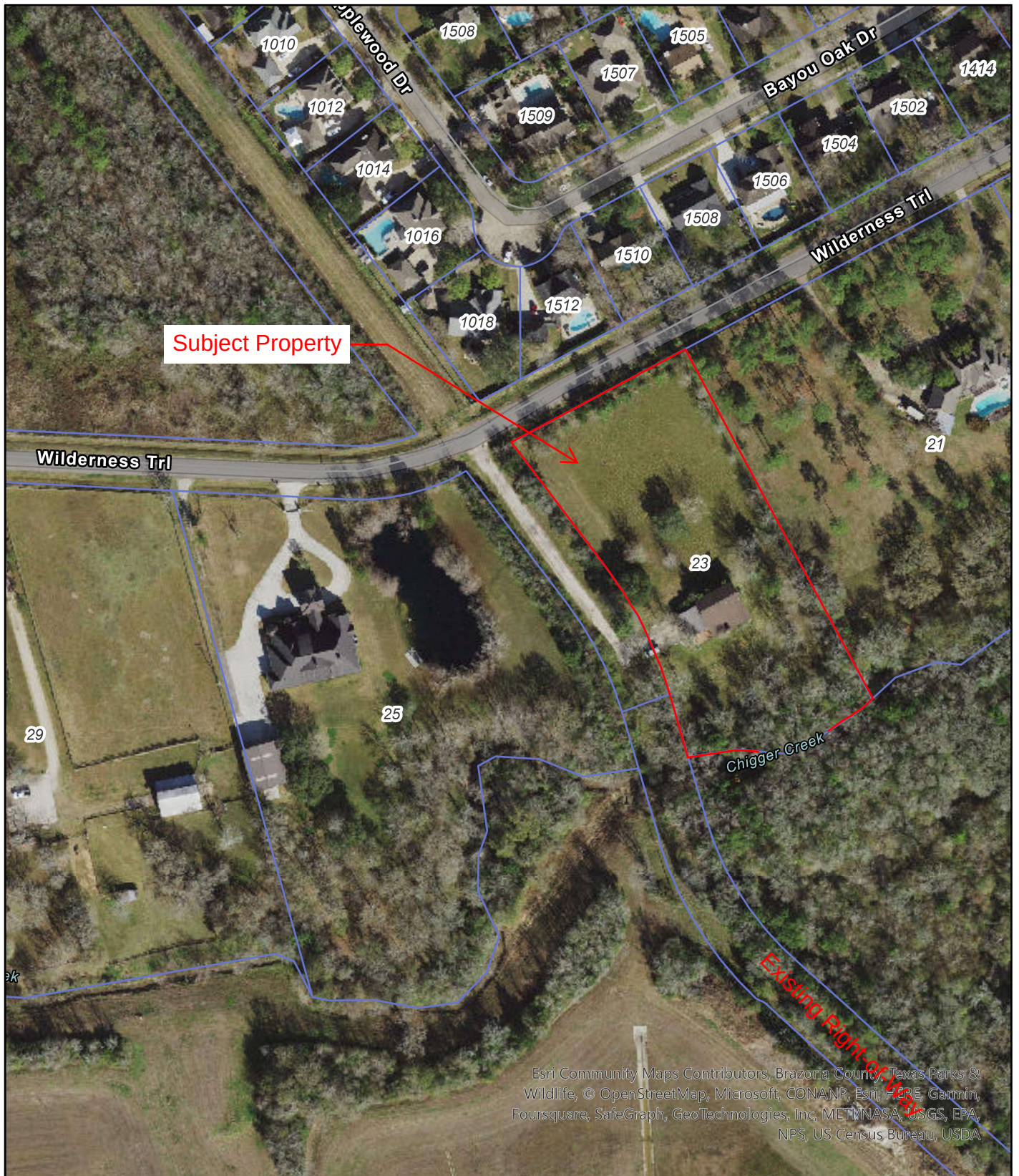


Exhibit - 23 Wilderness Trails

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 1, 2023

Date submitted: 04/04/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Earnest Money Contract with the Estate of Charles Crady III, for the purchase of approximately 3.4 acres described as Tract 16, Abstract 15, J. Dickerson Survey, Friendswood, Harris County, Texas.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to approve an Earnest Money Contract with the Estate of Charles Crady III, for approximately 3.4 acres described as Tract 16, Abstract 15, J. Dickerson Survey, Friendswood, Harris County, Texas. The earnest money contract is contingent upon the City Council's approval and includes a sales price of \$37,026, which is the fair market value as determined by the Harris County Appraisal District. This property is landlocked and is adjacent to Blackhawk Wastewater Treatment Plant property and is proposed to be used as a future flood control project.

The contract is contingent upon Council's approval of the contract. The closing date is scheduled for May 12, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Earnest Money Agreement - Estate of Charles C. Crady III
2. Crady III Tract Exhibit

EARNEST MONEY CONTRACT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Earnest Money Contract is made and entered into this 13th day of April, 2023, by and between the CITY OF FRIENDSWOOD, a municipal corporation located in Galveston and Harris Counties, Texas, hereinafter known as the "Buyer," and the Estate of Charles C. Crady III, hereinafter known as the "Seller."

I. IN GENERAL

Subject to Article II hereof, Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the property described below.

II. CONTINGENCY

This Agreement and Buyer's obligations herein are expressly contingent upon (i) an environmental site assessment satisfactory to Buyer and (ii) the City Council's approval of this Agreement.

III. PROPERTY

The property subject to this Agreement is that property with Harris County Account Number 0402130000111 and more particularly described as Tract 16, Abstract 15, J. Dickerson Survey, being approximately 3.4 acres, and hereinafter referred to as the "Property."

IV. SALES PRICE

The sales price of the above-referenced property shall be THIRTY-SEVEN THOUSAND TWENTY-SIX AND NO/100 DOLLARS (\$37,026.00), hereinafter "Sales Price."

V. EARNEST MONEY

Buyer shall deposit ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) as earnest money with Stewart Title Company, located at 601 S. Friendswood Dr., #103, Friendswood, Texas 77546, hereinafter "Title Company," as Escrow Agent, upon execution of this Agreement by both parties.

VI. TITLE POLICY AND SURVEY

Seller shall obtain at Buyer's sole cost and expense an Owner Policy of Title Insurance, hereinafter the "Title Policy," issued by the Title Company in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) restrictive covenants common to the platted subdivision in which the Property is located;
- (2) the standard printed exception for standby fees, taxes and assessments;

- (3) utility easements created by the dedication deed or plat of the subdivision in which the Property is located;
- (4) reservations or exceptions otherwise permitted by this Agreement or as may be approved by Buyer in writing;
- (5) the standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions or overlapping improvements;
- (6) the standard printed exception as to marital rights; and
- (7) the standard printed exception as to waters, tidelands, beaches, streams, and related matters.

Within twenty (20) days after the Title Company receives a copy of this Agreement, Seller shall furnish to Buyer a commitment for Title Insurance (the "Commitment") at Buyer's expense and, at Buyer's further expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment other than the standard printed exceptions. Seller authorizes the Title Company to mail or hand-deliver the Commitment and related documents to Buyer at Buyer's address shown below, and the Title Company shall contemporaneously provide Seller a copy of the Commitment. If the Commitment is not delivered to Buyer within the specified time, the time for delivery shall be automatically extended up to fifteen (15) days. Buyer shall have ten (10) days after the receipt of the Commitment to object in writing to matters disclosed in the Commitment. Buyer may object to existing building and zoning ordinances and items (1) through (7) listed above if Buyer determines that any such ordinance or item prohibits the proposed use of the Property as hereinafter described.

Within ten (10) days after Buyer's receipt of a survey plat, Buyer may object in writing to any matter which constitutes a defect or encumbrance to title shown on a survey plat obtained by Buyer at Buyer's expense. The survey shall be made by a Registered Professional Land Surveyor acceptable to the Title Company and Buyer. The plat shall (a) identify the Property by metes and bounds or platted lot description; (b) show that the survey was made and staked on the ground with the corners permanently marked; (c) set forth the dimensions and total area of the Property; (d) show the location of all improvements, highways, streets, roads, railroads, rivers, creeks or other waterways, fences, easements and rights-of-way on the Property with all easements and rights-of-way referenced to their recording information; (e) show any discrepancies or conflicts in boundaries, any visible encroachments, and any portion of the Property lying within the one hundred (100) year flood plain as shown on the current Federal Emergency Management Agency map; and (f) contain the surveyor's certificate that the survey as shown by the plat is true and correct.

Utility easements created by the dedication deed and plat of the subdivision in which the Property is located shall not be a basis for objection. Buyer's failure to object under this article within the time allowed shall constitute a waiver of Buyer's right to object. If objections are made by Buyer to any subject matter raised under the Commitment, any survey Buyer elects to obtain or any other condition of the Property, Seller shall have the right to cure the objections within twenty (20) days after the date Seller receives them and the Closing Date shall be extended as necessary or Seller shall have the right to terminate this Agreement if Seller determines that it is uneconomic for Seller to resolve such objections and proceed with the sale of the Property to Buyer at the current Sales Price. If objections are not cured by the extended Closing Date, this Agreement shall terminate and Buyer's sole remedy shall be to receive a refund of the Earnest Money, unless Buyer elects to waive the objections.

VII. CLOSING

The closing of the sale shall be on or before the 26th day of May, 2023, or within seven (7) days after (i) receipt of the appraisal as contemplated in Article IV hereinabove and (ii) objections to title, inspection report, environmental assessment and/or survey have been cured, whichever date is later, such

date hereinafter referred to as "Closing Date." Subject to Article VI, if either party fails to close this sale by the Closing Date herein specified, the non-defaulting party shall be entitled to exercise any remedies contained in Article XII hereof. At closing, Seller shall furnish tax statements or certificates showing no delinquent taxes are due and owing on the Property, and Seller shall tender a Special Warranty Deed conveying good and indefeasible title by, through or under Seller, showing no additional exceptions, other than those not objected to by Buyer or waived by Buyer pursuant to Article VI hereof.

VIII. POSSESSION

The possession of the Property shall be delivered to Buyer at closing.

IX. SALES EXPENSES

The following expenses shall be paid at or prior to closing:

- A. Buyer shall be responsible for the expenses associated with the appraisal; environmental assessments; preparation of deed; escrow fee; and other expenses stipulated to be paid by Buyer under other provisions of this Agreement.
- B. Seller shall be responsible for the expenses associated with the following: releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; taxes assessed prior to January 1, 2023; tax statements or certificates; and other expenses stipulated to be paid by Seller under other provisions of this Agreement.

X. AD VALOREM TAXES

Ad valorem taxes for the year in which the sale is closed shall be for the account of Buyer.

XI. CHARGES DUE TO SELLER'S CHANGE IN USE

If Seller's change in use of the Property prior to the closing or denial of a special use valuation on the Property claimed by Seller results in the assessment of additional taxes for periods prior to closing, the additional taxes shall be the obligation of Seller. Obligations imposed by this article shall survive closing.

XII. DEFAULT

If Buyer fails to comply with this Agreement, Buyer shall be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this Agreement and receive the Earnest Money as liquidated damages, thereby releasing both parties from this Agreement. If Seller is unable without fault to deliver the Commitment within the time allowed, or if Seller is unable to or elects not to cure Buyer's objection to any subject matter raised under the Commitment, any survey Buyer elects to obtain or any other condition of the Property by the Closing Date or any extended Closing Date, Buyer may either terminate this Agreement and receive the Earnest Money as the sole remedy or extend the time for performance up to fifteen (15) days and the Closing Date shall be extended as necessary at the discretion of Buyer. If Seller fails to comply with this Agreement for any other reason, Seller shall be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this Agreement,

receive the Earnest Money, and seek such other relief as may be provided by law, thereby releasing both parties to this Agreement.

XIII. ESCROW

The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent is not (a) a party to this Agreement and does not have any liability for the performance or non-performance of any party to this Agreement, (b) liable for interest on the Earnest Money, or (c) liable for any loss of Earnest Money caused by the failure of a financial institution in which the Earnest Money has been deposited unless the financial institution is acting as Escrow Agent. If either party makes demand for the payment of the Earnest Money, Escrow Agent has the right to require from all parties a written release of liability of Escrow Agent for disbursement of the Earnest Money. Any refund or disbursement of Earnest Money under this Agreement shall be reduced by the amount of unpaid expenses incurred on behalf of the party receiving the Earnest Money, and Escrow Agent shall pay the same to the creditors thereto. At closing the Earnest Money shall be refunded to Buyer. Demands and notices required by this paragraph shall be in writing and delivered by hand delivery or by certified mail, return receipt requested.

XIV. REPRESENTATIONS

Seller represents that as of the Effective Date, to Seller's knowledge, there exist no liens, assessments, maintenance fees, or Uniform Commercial Code or other security interests against any of the Property, other than ad valorem taxes. If any representation in this Agreement is untrue on the Closing Date, this Agreement may be terminated by Buyer and the Earnest Money shall be refunded to Buyer. All representations contained in this Agreement shall survive the closing.

XV. SALE OF INTEREST

Prior to any Closing or the termination of this Agreement, Seller agrees not to sell or assign all or part interest in the Property to another party or parties without the express prior written approval of the City Manager of such sale or assignment, nor shall Seller assign any monies due or to become due to it hereunder without the previous consent of the City Manager.

XVI. NOTICES

All notices required to be given hereunder shall be given in writing, in person or by overnight, certified or registered mail, return receipt requested at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

SELLER

Estate of Charles C. Crady III
c/o Flo Crady Newton, Executrix
5115 Bayou Timber Lane
Houston, TX 77056-1401
crady.newton@gulfcoastcg.com
nc@arborgas.com

BUYER
City of Friendswood
Attn: City Manager
910 S. Friendswood Dr.
Friendswood, TX 77546

**XVII.
FEDERAL TAX REQUIREMENTS**

If Seller is a "foreign person" as defined by applicable law or if Seller fails to deliver an affidavit that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with the applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require the filing of written reports if cash in excess of specified amounts is received in the transaction.

**XVIII.
USE**

The intended use of the Property by Buyer is for municipal purposes. If Buyer ascertains that applicable zoning ordinances, easements, restrictions or governmental laws, rules or regulations prevent such intended uses, and Buyer notifies Seller within thirty (30) days after the effective date of this Agreement (but in all events at least seven (7) days prior to closing) of Buyer's inability to use the property as herein proposed, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer's failure to give the notice within the required time shall constitute Buyer's acceptance of the Property.

**XIX.
NON-WAIVER**

Failure of either party hereto to insist on the strict performance of any of the agreements 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.

**XX.
GOVERNING LAW**

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City of Friendswood, 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.

**XXI.
SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

XXII.
NO RIGHT TO ARBITRATION

Notwithstanding anything to the contrary contained in this Agreement, Buyer and Seller hereby agree that no claim or dispute between Buyer and Seller arising out of or relating to this 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 Buyer is subjected to an arbitration proceeding notwithstanding this provision, Seller consents to be joined in the arbitration proceeding if Seller's presence is required or requested by Buyer for complete relief to be recorded in the arbitration proceeding.

XXIII.
COMPLETE AGREEMENT

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

XXIV.
AUTHORITY

The persons executing this Agreement on behalf of the parties hereby represent that such persons have full authority to execute this Agreement and to bind the party he/she represents.

XXV.
EXPIRATION

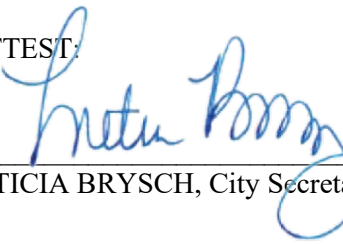
This Contract shall expire if not signed by Seller on or before the 14th day of April, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the 13th day of April, 2023, (the "Effective Date") the date of execution by Seller.

BUYER: CITY OF FRIENDSWOOD, TEXAS


MORAD KABIRI, City Manager

ATTEST:


LETICIA BRYSCH, City Secretary



SELLER: ESTATE OF CHARLES CRADY III

FLO Crady Newton
FLO CRADY NEWTON, Executrix

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

Before me, Ching Lung Wang, the undersigned notary public, on this day personally appeared FLO CRADY NEWTON, Executrix of the Estate of Charles C. Crady III, the owner of the above-described Property, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 1st day of April, 2023.



Ching Lung Wang
Notary Public in and for the State of Texas

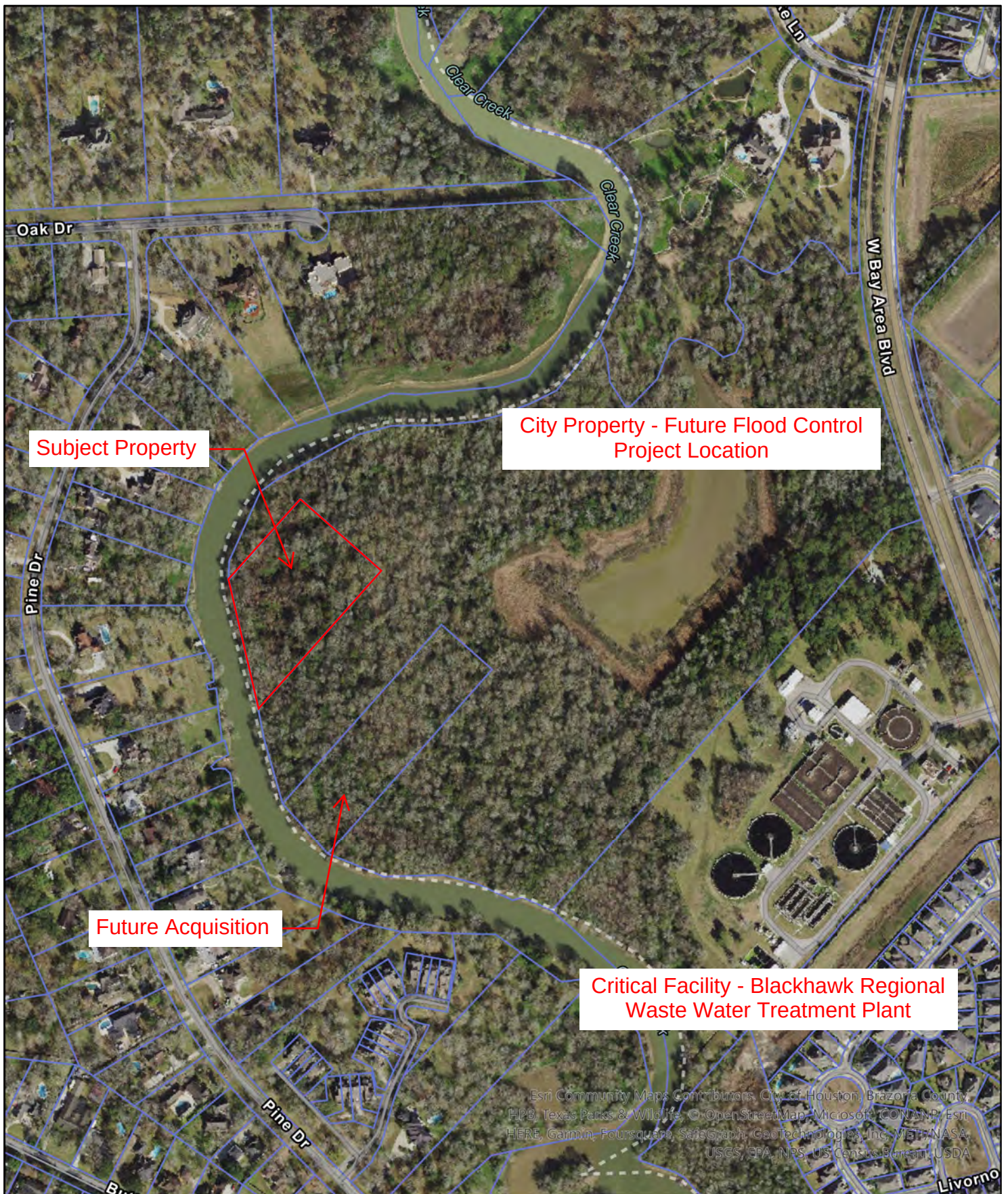


Exhibit - Estate of Charles C. Crady III 3.4 Acre Tract

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 1, 2023

Date submitted: 04/05/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding a Construction Contract to Triple B Services, LLP for the Blackhawk Boulevard Reconstruction Phase II-B Project (Bid No. 2023-05).

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood's Fiscal Year 2022 application for a Partnership Project for Harris County Precinct 2 was selected for continuation of the construction of Blackhawk Boulevard from south of Pennystone Way to Geneva Drive. Harris County Precinct 2 awarded the City \$1,200,000 towards the next phase of construction of the Boulevard, Phase II-B. Upon awarding the construction bid, the City will invoice Harris County for its cost share. The City's cost share will be funded via residual bond funds from the previous Blackhawk Boulevard project, the 3/8th Cent Street Improvement Sales Tax, and water/sewer working capital. Under the terms of the Interlocal Agreement between the City and County for this project, the City prepared plans, specifications, and estimates for construction of the project. The City's Engineering Department will serve as the Project Manager and will oversee day-to-day activities.

The City opened bids for this project on April 4, 2023. There were 13 bids received, with Triple B Services, LLC being the apparent low bidder.

With the assistance of the City's consulting engineer, HDR Engineering, the low bidder was thoroughly vetted, including inquiring about recent work, contacting references, and meeting with 3 key personnel for the project (company owner, project manager, and job superintendent). HDR has provided a letter recommending that the project be awarded to Triple B Services, as the lowest responsible bidder, in the amount of \$2,196,216.74.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The project resulting from the IA will result in the reconstruction of Blackhawk Boulevard from south of Pennystone to Geneva.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00230 - Standard Agreement for Contracting Services
2. Letter of Recommendation - HDR Engineering

3. Form 1295 - Triple B Services LLP
4. Government Code Verifications Form
5. Certificate of Insurance Exp 04-05-2024

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 1st day of May, 2023, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and Triple B Services, LLP, 820 Old Atascocita Road, Huffman, Texas 77336 (hereinafter called the "CONTRACTOR") acting herein by Donna Burke, Sr Project Administrator hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

Blackhawk Boulevard Reconstruction Phase II – Repackage ‘B’

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Blackhawk Boulevard Reconstruction Phase II – Repackage ‘B’

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by HDR Engineering, Inc., 4828 Loop Central Drive, Ste. 800, Houston, TX 77081, who is hereinafter called the Design Professional and who is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within THREE HUNDRED SIXTY-FIVE (365) calendar days after the date when the Contract Time commences to run as provided by the General Conditions.

00230-1

City of Friendswood

Revised: May 27, 2022

- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within THREE HUNDRED NINETY-FIVE (395) calendar days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City FIVE HUNDRED Dollars (\$500.00) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay City Seven Hundred Fifty Dollars (\$750) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00145 – Unit Price Form.
- 5.2 TOTAL AMOUNT OF BID is TWO MILLION ONE HUNDRED NINETY-SIX THOUSAND TWO HUNDRED SIXTEEN 74/100 dollars (\$2,196,216.74).
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Contractor Payment Application. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less that the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

- 7.1 All monies except retainage, not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by the law.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following

representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including “technical data” and performed a constructability review.
- 8.2 The Contractor has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings if physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the Supplementary Conditions of the extent of the “technical data” contained in such reports and drawings upon which the Contractor is entitled to rely as provided in the General Conditions. The Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for the Contractor's purposes. The Contractor acknowledges that the City and the Design Professional shall not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.
- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.

- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the FDEDC and the Contractor concerning the Work, consist of those referenced in this article. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

- 9.1 Any modification, including Change Orders, duly delivered after Execution of the Agreement
- 9.2 Addenda as issued, with Acknowledgement of Addenda if applicable
- 9.3 Standard Agreement for Contracting Services (this agreement)
- 9.4 General Conditions.
- 9.5 Supplemental Conditions
- 9.6 Technical Specifications Divisions 1 through 16
- 9.7 Request for Proposals (Cover Sheet and numbered sheets)
- 9.8 Post-Bid Procedures
- 9.9 Insurance Requirements
- 9.10 Performance Bond, included herein
- 9.11 Payment Bond, included herein.
- 9.12 Texas Workers' Compensation

- 9.13 Wage Scale
- 9.14 Affidavit of Insurance, and Certificates of Insurance
- 9.15 Alcohol and Drug Free Workplace Policy
- 9.16 Construction Storm Preparation Policy
- 9.17 Hazardous Communications Program Requirement Agreement.
- 9.18 Homeland Security Policy
- 9.19 Child Support Affidavit
- 9.20 Unit Price Bid Form
- 9.21 Texas Ethics Commission Form 1295
- 9.22 Government Code Verifications Form

There are no Contract Documents other than those listed above in this Article IX. The Contract Documents shall only be altered, amended, or repealed by a modification (as defined in the General Conditions).

ARTICLE X: INDEMNIFICATION

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.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO CONTRACTOR REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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.

ARTICLE XI: MISCELLANEOUS

- 11.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

11.2 Termination. In addition to the termination rights elsewhere in Contract Documents, the City may terminate this Agreement as follows:

a. For Convenience.

The performance of the work may be terminated at any time in whole or in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective. If, for whatever reason, this contract is terminated for cause, which is later determined not to exist, the parties agree that the contract will be deemed to be terminated for convenience. In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Contract or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

b. For Cause.

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor ten (10) days' prior written notice, shall be entitled to terminate this Contract in its entirety at any time for the following:

- (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
- (2) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;
- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;
- (4) If within ten (10) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy any defective work or work that does not conform to the requirements of this Contract, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or covenants contained in this Contract or any other current agreement between the Contractor and another City for similar construction work on other property; or
- (5) If the Contractor shall fail for any reason other than the failure by the City to make payment called upon when due.

In the event of such termination for cause, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim that the City's Representative or the City may have against the Contractor under the provisions of this Contract or as a matter of law, including the refund of any overpayments of reimbursable costs or other payments.

c. Procedure after Notice of Termination.

After receipt of a notice of termination, whether with or without cause, the Contractor shall, in good faith and to the best of its ability, do all things necessary in light of such notice to assure the efficient and proper close-out of the terminated work (including, but not limited to, the protection of the City's property). Among other things the Contractor shall, except as otherwise directed or approved by the City, do the following:

- (1) Stop the work on the date and to the extent specified in the notice of termination;
- (2) Place no further orders or subcontracts for services, equipment, or material, except as may be necessary for completion of such portion of the work as is not terminated;
- (3) Immediately terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (4) Assign to the City, in the manner and to the extent directed by it, all of the right, title and interest of the Contractor under the orders or subcontracts so terminated in which case, the City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) With the approval of the City, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts;
- (6) Deliver to the City, when directed by the City, all documents and all property, which if the work had been completed, the Contractor would have been required to account for or deliver to the City, and transfer title to such property to the City to the extent not already transferred; and/or
- (7) Take actions necessary or as otherwise directed by the City's Representative or the City for the protection and preservation of the work.

In the event of such termination, there shall be an equitable reduction of the Contract Price to reflect the reduction in the work. Costs incurred after the effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out the unterminated portion or taking close-out measures, approved by the City.

- 11.3 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 11.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.
- 11.5 Other Provisions – None.

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

12.1 The City:

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

12.2 The Contractor:

Triple B Services, LLP
820 Old Atascocita Road
Huffman, Texas 77336

ARTICLE XIII: VENUE

- 13.1 Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

EXECUTED IN on behalf of the Contractor by Donna Burke its Sr Project Administrator shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 1st day of May, 2023.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

TRIPLE B SERVICES, LLP

MAYOR

BY:



Sr Project Administrator

DATE: _____

DATE: April 24, 2023

ATTEST:

ATTEST:

CITY SECRETARY


(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

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 1, 2023

Date submitted: 04/13/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding the 2020 Lift Station Mitigation Package 3 / Harvey Lift Station Repairs and Mitigation Project to McDonald Municipal & Industrial, a Division of C.F. McDonald Electric, Inc. (Bid No. 2023-08).

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood sustained severe damage to many of its sanitary sewer lift stations during Hurricane Harvey. Immediate repairs were made to keep the City's sanitary sewer system operational, but eleven (11) of the lift stations were determined to require additional work to mitigate against future floods. The mitigation of these lift stations includes raising equipment and electrical components such as generators, transfer switches, electrical services, wiring, etc., to two feet above the Harvey flood elevation. Submersible pumps and piping will be replacing above-ground pumps where applicable. Wet wells are to be equipped with sealed hatches. Eight-foot-tall wooden fences will also be installed.

The eleven lift stations were separated into four separate packages for bidding. Package No. 3 includes Lift Stations 22, 27, 28, and 31.

The City recently opened bids for Package No. 3. McDonald Municipal & Industrial, a Division of C.F. McDonald Electric, Inc., was determined to be the lowest responsible bidder with a base bid of \$2,088,369 and bid of \$108,000 for additional non-mitigation items, or a total stipulated price of \$2,196,369. A combination of FEMA funds, insurance proceeds, and sewer bonds will be used to fund this project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Award Recommendation Letter
2. 00230 - Standard Agreement for Contracting Services
3. Form 1295 - McDonald Municipal Industrial
4. Government Code Verification Form
5. Certificate of Insurance Exp 04-01-2024



11200 Westheimer Rd #353, Houston, TX 77042 | 832-800-3483 | Recomm Award Letter_Pack3

April 19, 2023

Jildardo Arias, PE
Director of Engineering
City of Friendswood
15355 Blackhawk Blvd.
Friendswood, TX 77546

**REF: Construction Contract Award Recommendation
2020 Lift Station Mitigations Package 3 – LS22, LS27, LS28 & LS31
Bid No. 2023-08
5engineering Job No. 0101-001**

Dear Mr. Arias:

5engineering, LLC (5e) has evaluated one (1) bid received on April 11th, 2023, for the above referenced project consisting of flood mitigation improvements at lift stations 22, 27, 28 and 31.

We prepared a bid tabulation including a comparison with the engineer's estimate. We did not find any mathematical errors in the bid proposal. The bid tabulation is attached to this letter.

McDonald Municipal & Industrial (MM&I) submitted the only bid in the amount of \$2,196,369 including additional bid items. The engineer's estimate was \$1,700,060. Our market research indicates that in the last few months construction prices for materials have been volatile and the availability of equipment such as electrical control panels and standby generators is limited. These market conditions have led to a higher than estimated construction cost. We do not anticipate these market conditions to change or reverse in the short term as overall construction costs have consistently increased by over 8% since 2020.

MM&I has recent experience with similar types of work, and it is currently working with the city on the construction of the Package 2 Lift Station Mitigation project. Therefore, we recommend that the City of Friendswood award the contract to MM&I based on their bid submittal of \$2,196,369.

Should you have any questions or comments, please feel free to call me at 832-800-3483.

Sincerely,

A handwritten signature in blue ink that reads 'P. Battistini'.

**Piero Battistini, P.E.
Senior Project Manager**

TB/ja
Attachment(s): Bid Tabulation



Bid Tabulation
2020 Lift Station Mitigations - Package 3 - LS22, LS27, LS28 & LS31
Bid No. 2023-08
City of Friendswood

BASE BID
LIFT STATION NO. 22

Item No.	Description of Item	Qty.	Unit	McDonald Municipal & Industrial		Engineer's Estimate	
				Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
1	Mobilization, Permits and General Requirements: Furnish all labor, materials, equipment, and incidentals required for the Contractor to mobilize and demobilize, including all costs for Contractor's insurances and bonds, construction permits and fees, general requirements specified in Division 1 of the Project Manual, and site administration expenses and utilities.	1	LS	\$20,000.00	\$20,000.00	\$56,600.00	\$56,600.00
2	Diversion Pumping: Furnish all labor, materials, equipment, and incidentals required for the Contractor to provide, operate, and maintain diversion pumping to continue sanitary sewer service as required while construction operations are in progress including pumping equipment and fuel, piping, fittings, valves, plugs, and connection to existing force main.	1	LS	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00
3	Demolish Concrete Wall: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing concrete wall and repairing top slab as needed and providing a smooth concrete finish, including all costs for hauling and disposing of materials off-site.	1	LS	\$30,000.00	\$30,000.00	\$5,200.00	\$5,200.00
4	Demolish Pumps, Valves and Piping: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing submersible pumps, railing and accessories, discharge piping, valves, and pipe supports, including all costs for hauling and disposing of materials off-site.	1	LS	\$10,000.00	\$10,000.00	\$2,100.00	\$2,100.00
5	Demolish Wet Well Access Hatch: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing wet well access hatch and cover plate, including all costs for hauling and disposing of materials off-site.	1	LS	\$6,000.00	\$6,000.00	\$2,100.00	\$2,100.00
6	Demolish Standby Generator Concrete Slab: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing standby power generator concrete slab including all costs for hauling and disposing of materials off-site.	1	LS	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00
7	Demolish Old Electrical Equipment: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing standby generator, electrical panels, control panels, instrumentation, conduits, and miscellaneous items as shown on the drawings including all costs for hauling and disposing of materials off-site and providing temporary power as needed during construction.	1	LS	\$3,000.00	\$3,000.00	\$11,000.00	\$11,000.00
8	Demolish Chain-Link Fence and Gates: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing chain-link fence and gates, including all costs for hauling and disposing of materials off-site.	142	LF	\$1.00	\$142.00	\$20.00	\$2,840.00
9	Wooden Fence: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct an 8-ft tall wooden fence as shown on the plans.	142	LF	\$150.00	\$21,300.00	\$40.00	\$5,680.00
10	Wooden Gates: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct two 16-ft wide wooden swing gates as shown on the plans.	2	EA	\$3,000.00	\$6,000.00	\$2,300.00	\$4,600.00
11	Watertight Wet Well Access Hatch: Furnish all labor, materials, equipment, and incidentals required for the Contractor to furnish and install three watertight access hatches as shown on the plans, including all costs of coordinating with manufacturer for a complete in-place installation.	1	LS	\$15,000.00	\$15,000.00	\$6,700.00	\$6,700.00
12	Protective Coating for Piping, Valves, and Fittings: Furnish all labor, materials, equipment, and incidentals required for the Contractor to apply protective coatings to proposed piping, valves and fittings as specified in Section 09901.	1	LS	\$16,000.00	\$16,000.00	\$3,500.00	\$3,500.00



Bid Tabulation
2020 Lift Station Mitigations - Package 3 - LS22, LS27, LS28 & LS31
Bid No. 2023-08
City of Friendswood

13	Submersible Solids Handling Pumps: Furnish all labor, materials, equipment, and incidentals required for the Contractor to furnish and install submersible solids handling pumps as shown on the plans and specified in Section 11150, including all costs of railings, supports and electrical items for a complete in-place working system.	3	EA	\$41,667.00	\$125,001.00	\$38,100.00	\$114,300.00
14	6-inch Eccentric Plug Valve, Flange Joint, Handwheel: Furnish all labor, materials, equipment, and incidentals required for the Contractor to install a 6-inch eccentric plug valve with flange joint connections and handwheel actuator as shown on the plans and specified in Section 15101, complete in-place.	3	EA	\$5,000.00	\$15,000.00	\$3,900.00	\$11,700.00
15	6-inch Check Valve, Flange Joint, Air Cushioned: Furnish all labor, materials, equipment, and incidentals required for the Contractor to install a 6-inch Swing check valve with flange joint connections and air cushioned lever and weight as shown on the plans and specified in Section 15101, complete in-place.	3	EA	\$5,000.00	\$15,000.00	\$5,200.00	\$15,600.00
16	2-inch Air/Vacuum Valve with Backflush Attachment: Furnish all labor, materials, equipment, and incidentals required for the Contractor to install a 2-inch air/vacuum valve with flange joint connections and backflush attachment as shown on the plans and specified in Section 15101, complete in-place.	1	EA	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00
17	6-inch Ductile Iron Piping, Fittings, Couplings and Adapters: Furnish all labor, materials, equipment, and incidentals required for the Contractor to install 6-inch ductile iron flange joint piping, fittings, couplings, and adapters, including all pipe supports, connections, excavation, bedding and backfill as shown on the plans and specified in Section 15053, complete in-place.	1	LS	\$20,000.00	\$20,000.00	\$33,340.00	\$33,340.00
18	8-inch Ductile Iron Piping, Fittings, Couplings and Adapters: Furnish all labor, materials, equipment, and incidentals required for the Contractor to install 8-inch ductile iron flange joint piping, fittings, couplings, and adapters, including all pipe supports, connections, excavation, bedding and backfill as shown on the plans and specified in Section 15053, complete in-place.	1	LS	\$20,000.00	\$20,000.00	\$35,100.00	\$35,100.00
19	Electrical Equipment and Generator Platform: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct an electrical equipment and standby power generator elevated platform as shown on the plans, including all costs of foundation for a complete in-place installation.	1	LS	\$100,000.00	\$100,000.00	\$35,800.00	\$35,800.00
20	Water Meter, Hose Bib Relocation and Backflow Preventer: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing hose bib station and water meter and install new hose bib station and water meter including hose bib, piping, fittings, couplings, adapters, supports, connections, excavation, bedding and backfill as shown on the plans, complete in-place.	1	LS	\$5,000.00	\$5,000.00	\$3,600.00	\$3,600.00
21	Electrical & Instrumentation Improvements: Furnish and install all lift station Instrumentation and Electrical Improvements as shown on the Drawings, for a complete working system including but not limited to instrumentation and control assemblies, Service equipment, generator, conduit, conductors, SCADA capabilities, all related appurtenances, including required studies, testing, and coordination.	1	LS	\$287,200.00	\$287,200.00	\$236,000.00	\$236,000.00

Subtotal Lift Station 22 =

\$746,643.00

\$675,560.00



Bid Tabulation
2020 Lift Station Mitigations - Package 3 - LS22, LS27, LS28 & LS31
Bid No. 2023-08
City of Friendswood

LIFT STATION NO. 27

Item No.	Description of Item	Qty.	Unit	McDonald Municipal & Industrial		Engineer's Estimate	
				Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
1	Mobilization, Permits and General Requirements: Furnish all labor, materials, equipment, and incidentals required for the Contractor to mobilize and demobilize, including all costs for Contractor's insurances and bonds, construction permits and fees, general requirements specified in Division 1 of the Project Manual, and site administration expenses and utilities.	1	LS	\$20,000.00	\$20,000.00	\$30,100.00	\$30,100.00
2	Demolish Wet Well Access Hatch: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing wet well access hatch and cover plate, including all costs for hauling and disposing of materials off-site.	1	LS	\$6,000.00	\$6,000.00	\$2,100.00	\$2,100.00
3	Demolish Standby Generator and Concrete Pad: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing standby power generator including concrete pad foundation and all costs for hauling and disposing of materials off-site.	1	LS	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00
4	Demolish Old Electrical Equipment: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing electrical panels, control panels, instrumentation, conduits, and miscellaneous items as shown on the drawings including all costs for hauling and disposing of materials off-site and providing temporary power as needed during construction.	1	LS	\$3,000.00	\$3,000.00	\$11,000.00	\$11,000.00
5	Demolish Antenna Tower: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing antenna tower including appurtenances and all costs for hauling and disposing of materials off-site.	1	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
6	Demolish Composite Fence and Gate: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing composite concrete fence and gate, including all costs for hauling and disposing of materials off-site.	245	LF	\$1.00	\$245.00	\$20.00	\$4,900.00
7	Wooden Fence: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct an 8-ft tall wooden fence as shown on the plans.	245	LF	\$150.00	\$36,750.00	\$60.00	\$14,700.00
8	Wooden Slide Gate: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct a 16-ft wide wooden slide gate as shown on the plans.	1	EA	\$3,000.00	\$3,000.00	\$2,300.00	\$2,300.00
9	Watertight Wet Well Access Hatch: Furnish all labor, materials, equipment, and incidentals required for the Contractor to furnish and install two watertight access hatch as shown on the plans, including all costs of coordinating with manufacturer for a complete in-place installation.	1	LS	\$10,000.00	\$10,000.00	\$6,700.00	\$6,700.00
10	Electrical Equipment and Generator Platform: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct an electrical equipment and standby power generator elevated platform as shown on the plans, including all costs of foundation for a complete in-place installation.	1	LS	\$100,000.00	\$100,000.00	\$15,500.00	\$15,500.00
11	Electrical & Instrumentation Improvements: Furnish and install all lift station Instrumentation and Electrical Improvements as shown on the Drawings, for a complete working system including but not limited to instrumentation and control assemblies, Service equipment, generator, conduit, conductors, SCADA capabilities, all related appurtenances, including required studies, testing, and coordination.	1	LS	\$282,200.00	\$282,200.00	\$220,100.00	\$220,100.00

Subtotal Lift Station 27 =

\$467,195.00

\$329,900.00



Bid Tabulation
2020 Lift Station Mitigations - Package 3 - LS22, LS27, LS28 & LS31
Bid No. 2023-08
City of Friendswood

LIFT STATION NO. 28

Item No.	Description of Item	Qty.	Unit	McDonald Municipal & Industrial		Engineer's Estimate	
				Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
1	Mobilization, Permits and General Requirements: Furnish all labor, materials, equipment, and incidentals required for the Contractor to mobilize and demobilize, including all costs for Contractor's insurances and bonds, construction permits and fees, general requirements specified in Division 1 of the Project Manual, and site administration expenses and utilities.	1	LS	\$20,000.00	\$20,000.00	\$28,000.00	\$28,000.00
2	Demolish Wet Well Access Hatch: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing wet well access hatch and cover plate, including all costs for hauling and disposing of materials off-site.	1	LS	\$3,000.00	\$3,000.00	\$2,100.00	\$2,100.00
3	Demolish Standby Generator and Concrete Pad: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing standby power generator including concrete pad foundation and all costs for hauling and disposing of materials off-site.	1	LS	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00
4	Demolish Old Electrical Equipment: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing electrical panels, control panels, instrumentation, conduits, and miscellaneous items as shown on the drawings including all costs for hauling and disposing of materials off-site and providing temporary power as needed during construction.	1	LS	\$3,000.00	\$3,000.00	\$11,000.00	\$11,000.00
5	Demolish Antenna Tower: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing antenna tower including appurtenances and all costs for hauling and disposing of materials off-site.	1	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
6	Demolish Wooden Fence and Gate: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing wooden fence and gate, including all costs for hauling and disposing of materials off-site.	130	LF	\$1.00	\$130.00	\$20.00	\$2,600.00
7	Wooden Fence: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct an 8-ft tall wooden fence as shown on the plans.	130	LF	\$150.00	\$19,500.00	\$60.00	\$7,800.00
8	Wooden Gate: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct a 16-ft wide wooden swing gate as shown on the plans.	1	EA	\$3,000.00	\$3,000.00	\$2,300.00	\$2,300.00
9	Watertight Wet Well Access Hatch: Furnish all labor, materials, equipment, and incidentals required for the Contractor to furnish and install a watertight access hatch as shown on the plans, including all costs of coordinating with manufacturer for a complete in-place installation.	1	LS	\$10,000.00	\$10,000.00	\$6,700.00	\$6,700.00
10	Electrical Equipment and Generator Platform: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct an electrical equipment and standby power generator elevated platform as shown on the plans, including all costs of foundation for a complete in-place installation.	1	LS	\$100,000.00	\$100,000.00	\$15,500.00	\$15,500.00
11	Electrical & Instrumentation Improvements: Furnish and install all lift station Instrumentation and Electrical Improvements as shown on the Drawings, for a complete working system including but not limited to instrumentation and control assemblies, Service equipment, generator, conduit, conductors, SCADA capabilities, all related appurtenances, including required studies, testing, and coordination.	1	LS	\$275,000.00	\$275,000.00	\$209,500.00	\$209,500.00

Subtotal Lift Station 28 =

\$439,630.00

\$293,200.00



Bid Tabulation
2020 Lift Station Mitigations - Package 3 - LS22, LS27, LS28 & LS31
Bid No. 2023-08
City of Friendswood

LIFT STATION NO. 31

Item No.	Description of Item	Qty.	Unit	McDonald Municipal & Industrial		Engineer's Estimate	
				Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
1	Mobilization, Permits and General Requirements: Furnish all labor, materials, equipment, and incidentals required for the Contractor to mobilize and demobilize, including all costs for Contractor's insurances and bonds, construction permits and fees, general requirements specified in Division 1 of the Project Manual, and site administration expenses and utilities.	1	LS	\$20,000.00	\$20,000.00	\$28,000.00	\$28,000.00
2	Demolish Wet Well Access Hatch: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing wet well access hatch and cover plate, including all costs for hauling and disposing of materials off-site.	1	LS	\$3,000.00	\$3,000.00	\$2,100.00	\$2,100.00
3	Demolish Standby Generator and Concrete Slab: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing standby power generator and concrete slab including all costs for hauling and disposing of materials off-site.	1	LS	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00
4	Demolish Old Electrical Equipment: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing electrical panels, control panels, instrumentation, conduits, and miscellaneous items as shown on the drawings including all costs for hauling and disposing of materials off-site and providing temporary power as needed during construction.	1	LS	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00
5	Demolish Antenna Tower: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing antenna tower including appurtenances and all costs for hauling and disposing of materials off-site.	1	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
6	Demolish Wood Fence and Gate: Furnish all labor, materials, equipment, and incidentals required for the Contractor to demolish existing wood fence and gate, including all costs for hauling and disposing of materials off-site.	80	LF	\$1.00	\$80.00	\$20.00	\$1,600.00
7	Wooden Fence: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct an 8-ft tall wooden fence as shown on the plans.	80	LF	\$150.00	\$12,000.00	\$60.00	\$4,800.00
8	Wooden Gate: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct a 16-ft wide wooden swing gate as shown on the plans.	1	EA	\$3,000.00	\$3,000.00	\$2,300.00	\$2,300.00
9	Watertight Wet Well Access Hatch: Furnish all labor, materials, equipment, and incidentals required for the Contractor to furnish and install a watertight access hatch as shown on the plans, including all costs of coordinating with manufacturer for a complete in-place installation.	1	LS	\$5,000.00	\$5,000.00	\$6,700.00	\$6,700.00
10	Electrical Equipment Concrete Slab: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct an electrical equipment concrete slab as shown on the plans, including all costs of foundation for a complete in-place installation.	1	LS	\$5,000.00	\$5,000.00	\$2,800.00	\$2,800.00
11	Generator Platform: Furnish all labor, materials, equipment, and incidentals required for the Contractor to construct a standby power generator elevated platform as shown on the plans, including all costs of foundation for a complete in-place installation.	1	LS	\$100,000.00	\$100,000.00	\$20,100.00	\$20,100.00
12	Electrical & Instrumentation Improvements: Furnish and install all lift station Instrumentation and Electrical Improvements as shown on the Drawings, for a complete working system including but not limited to instrumentation and control assemblies, Service equipment, generator, conduit, conductors, SCADA capabilities, all related appurtenances, including required studies, testing, and coordination.	1	LS	\$275,821.00	\$275,821.00	\$206,700.00	\$206,700.00

Subtotal Lift Station 31 =	\$434,901.00	\$307,500.00
Total Base Bid (LS22 + LS27 + LS28 + LS31) =	\$2,088,369.00	\$1,606,160.00



Bid Tabulation
2020 Lift Station Mitigations - Package 3 - LS22, LS27, LS28 & LS31
Bid No. 2023-08
City of Friendswood

ADDITIONAL BID ITEMS
LIFT STATION NO. 22

Item No.	Description of Item	Qty.	Unit	McDonald Municipal & Industrial		Engineer's Estimate	
				Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
1	Rehabilitation of Wet Well: Furnish all labor, materials, equipment, and incidentals required for the Contractor to rehabilitate the existing wet well as specified in Section 02320 of the Technical Specifications.	1	LS	\$84,000.00	\$84,000.00	\$65,800.00	\$65,800.00

LIFT STATION NO. 27

Item No.	Description of Item	Qty.	Unit	McDonald Municipal & Industrial		Engineer's Estimate	
				Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
1	Protective Coating for Piping, Valves, and Fittings: Furnish all labor, materials, equipment, and incidentals required for the Contractor to apply protective coatings to existing above grade discharge piping, valves and fittings as specified in Section 09901.	1	LS	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00

LIFT STATION NO. 28

Item No.	Description of Item	Qty.	Unit	McDonald Municipal & Industrial		Engineer's Estimate	
				Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
1	Protective Coating for Piping, Valves, and Fittings: Furnish all labor, materials, equipment, and incidentals required for the Contractor to apply protective coatings to existing above grade discharge piping, valves and fittings as specified in Section 09901.	1	LS	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00

LIFT STATION NO. 31

Item No.	Description of Item	Qty.	Unit	McDonald Municipal & Industrial		Engineer's Estimate	
				Unit Bid Price	Total Amount	Unit Bid Price	Total Amount
1	Protective Coating for Piping, Valves, and Fittings: Furnish all labor, materials, equipment, and incidentals required for the Contractor to apply protective coatings to existing above grade discharge piping, valves and fittings as specified in Section 09901.	1	LS	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00

TOTAL STIPULATED PRICE (Total Base Bid + Additional Bid Items) =	\$2,196,369.00	\$1,700,060.00
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* Engineer's estimate subtotals and total include 5% contingency

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 1St day of May, 2023, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc., 5044 Timber Creek, Houston, TX 77017 (hereinafter called the "CONTRACTOR") acting herein by Wayne Berkenmeier, Vice President hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

2020 Lift Station Mitigation Package 3/Harvey Lift Station Repairs & Mitigation

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2020 Lift Station Mitigation Package 3/Harvey Lift Station Repairs & Mitigation

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by 5ENGINEERING, LLC, 11200 Westheimer Rd., Suite 353, Houston, TX 77042, who is hereinafter called the Design Professional and who is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 Substantial Completion

- a. Except as provided in Section 3.1.b, the Work shall be Substantially Complete within THREE HUNDRED AND SIXTY-FIVE (365) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions,
- b. The standby generator and its installation shall be Substantially Complete within SIX HUNDRED (600) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions.

3.2 Final Completion

- a. Except as provided in Section 3.2.b, the Work shall attain Final Completion and be ready for Final Payment in accordance with the General Conditions within THREE HUNDRED AND NINETY-FIVE (395) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions,
- b. The standby generator and its installation shall attain Final Completion within SIX HUNDRED AND THIRTY (630) CALENDAR Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City FIVE HUNDRED Dollars (\$500.00) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay City FIVE HUNDRED Dollars (\$500.00) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally

Complete and ready for Final Payment.

- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00145 – UNIT PRICE FORM.
- 5.2 TOTAL AMOUNT OF BID IS TWO MILLION ONE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED SIXT-NINE AND NO/100 DOLLARS (\$2,196,369.00).
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed in accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Contractor Payment Application. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the

General Conditions.

- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less than the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

- 7.1 All monies except retainage, not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by the law.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including "technical data" and performed a constructability review.
- 8.2 The Contractor has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which the Contractor is entitled to rely as provided in the General Conditions. The Contractor acknowledges that

such reports and drawings are not Contract Documents and may not be complete for the Contractor's purposes. The Contractor acknowledges that the City and the Design Professional shall not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.

- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the FDEDC and the Contractor concerning the Work, consist of those referenced in this article. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

- 9.1 Any modification, including Change Orders, duly delivered after Execution of the Agreement

- 9.2 Addenda as issued, with Acknowledgement of Addenda if applicable
- 9.3 Federal Contract Required Clauses, including Certification for Contracts, Grants, Loans and Cooperative Agreements
- 9.4 Standard Agreement for Contracting Services (this agreement)
- 9.5 General Conditions.
- 9.6 Supplemental Conditions
- 9.7 Technical Specifications Divisions 1 through 16
- 9.8 Request for Proposals (Cover Sheet and numbered sheets)
- 9.9 Post-Bid Procedures
- 9.10 Insurance Requirements
- 9.11 Performance Bond, included herein
- 9.12 Payment Bond, included herein.
- 9.13 Texas Workers' Compensation
- 9.14 Wage Scale
- 9.15 Affidavit of Insurance, and Certificates of Insurance
- 9.16 Alcohol and Drug Free Workplace Policy
- 9.17 Construction Storm Preparation Policy
- 9.18 Hazardous Communications Program Requirement Agreement.
- 9.19 Homeland Security Policy
- 9.20 Child Support Affidavit
- 9.21 Unit Price Bid Form
- 9.22 Texas Ethics Commission Form 1295

There are no Contract Documents other than those listed above in this Article IX. The Contract Documents shall only be altered, amended, or repealed by a modification (as

defined in the General Conditions).

ARTICLE X: INDEMNIFICATION

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.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO CONTRACTOR REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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.

ARTICLE XI: MISCELLANEOUS

11.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

11.2 Termination. In addition to the termination rights elsewhere in Contract Documents, the City may terminate this Agreement as follows:

a. For Convenience.

The performance of the work may be terminated at any time in whole or in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective. If, for whatever reason, this contract is terminated for cause, which is later determined not to exist, the parties agree that the contract will be deemed to be terminated for convenience. In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Contract or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

b. For Cause.

Without prejudice to any other legal or equitable right or remedy that the

City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor ten (10) days' prior written notice, shall be entitled to terminate this Contract in its entirety at any time for the following:

- (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
- (2) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;
- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;
- (4) If within ten (10) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy any defective work or work that does not conform to the requirements of this Contract, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or covenants contained in this Contract or any other current agreement between the Contractor and another City for similar construction work on other property; or
- (5) If the Contractor shall fail for any reason other than the failure by the City to make payment called upon when due.

In the event of such termination for cause, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim that the City's Representative or the City may have against the Contractor under the provisions of this Contract or as a matter of law, including the refund of any overpayments of reimbursable costs or other payments.

c. Procedure after Notice of Termination.

After receipt of a notice of termination, whether with or without cause, the Contractor shall, in good faith and to the best of its ability, do all things necessary in light of such notice to assure the efficient and proper close-out of the terminated work (including, but not limited to, the protection of the City's property). Among other things the Contractor shall, except as otherwise directed or approved by the City, do the following:

- (1) Stop the work on the date and to the extent specified in the notice of termination;
- (2) Place no further orders or subcontracts for services, equipment, or material, except as may be necessary for completion of such portion of the work as is not terminated;
- (3) Immediately terminate all orders and subcontracts to the extent that

they relate to the performance of the work terminated by the notice of termination;

- (4) Assign to the City, in the manner and to the extent directed by it, all of the right, title and interest of the Contractor under the orders or subcontracts so terminated in which case, the City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) With the approval of the City, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts;
- (6) Deliver to the City, when directed by the City, all documents and all property, which if the work had been completed, the Contractor would have been required to account for or deliver to the City, and transfer title to such property to the City to the extent not already transferred; and/or
- (7) Take actions necessary or as otherwise directed by the City's Representative or the City for the protection and preservation of the work.

In the event of such termination, there shall be an equitable reduction of the Contract Price to reflect the reduction in the work. Costs incurred after the effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out the unterminated portion or taking close-out measures, approved by the City.

- 11.3 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 11.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.

11.5 Other Provisions – None.

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

12.1 The City:

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

12.2 The Contractor:

C.F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX 77017

ARTICLE XIII: VENUE

13.1 Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

EXECUTED IN on behalf of the Contractor by Wayne Berkenmeier its Vice President shown below, and on behalf of the City by Mike Foreman its Mayor, thereto duly authorized this 1st day of May, 2023.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

MAYOR

DATE: _____

PROPOSED AND AGREED TO:

CONTRACTOR:

McDonald Municipal and Industrial – A
Division of C.F. McDonald Electric, Inc.

BY: 
Vice President Special Projects

DATE: ____04/18/23____

ATTEST:

CITY SECRETARY

ATTEST:



Diane Dollar, Secretary/Treasurer

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

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 1, 2023

Date submitted: 04/25/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the First Amendment to the Agreement with Harris County for the Blackhawk Property Acquisition and Rehabilitation Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On October 27, 2020, Harris County approved an Agreement (the "Master Agreement") with the City of Friendswood for the Blackhawk Property Acquisition and Rehabilitation Facility Project, located at 15355 Blackhawk Blvd., in Harris County Precinct No. 2. The scope of the Project is to create a public shelter for emergency events and will contribute to the City's ability to respond to emergencies during flood events. Renovations will be made to ensure the facility will meet minimum shelter requirements. The shelter space will be separated from the rest of the building and have an available space to serve as a shelter during future disasters and community facilities.

This proposed amendment amends the budget in Exhibit B by increasing funding by \$300,000 so that the total funding available under the Master Agreement is \$1,279,308.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Staff recommends approval.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. First Amendment to the Blackhawk Rehabilitation Project

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY
AND CITY OF FRIENDSWOOD FOR THE BLACKHAWK PROPERTY
ACQUISITION AND REHABILITATION PROJECT**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This First Amendment to the Agreement is made and entered into by and between Harris County (the “Grantee”) and City of Friendswood (the “Subrecipient”). The Grantee and the Subrecipient are known individually as “Party” and collectively as “Parties.”

Recitals

On October 27, 2020, the Grantee approved an Agreement (the “Master Agreement”) with the City of Friendswood for the Blackhawk Property Acquisition and Rehabilitation Facility Project during the term of this Agreement. The scope of the Project is to create a public shelter for emergency events and will contribute to the City’s ability to respond to emergencies during flood events. Renovation will be made to ensure the facility will meet minimum shelter requirements. The shelter space will be separated from the rest of the building by installing demising walls. The building will meet shelter requirements and have an available space to serve as a shelter during future disasters and community facilities. The property is located at 15355 Blackhawk Blvd, Friendswood, TX 77546, in Precinct Two. This is an eligible activity under the rules and regulations regarding CDBG-DR Program Grant Funds (the “Services”).

The Parties now desire to amend the Master Agreement to modify Exhibit B Budget.

Terms

I.

This Amendment is governed by the Master Agreement, incorporated herein by reference as if set forth word for word.

II.

Exhibit B Budget, is modified in the following respects:

Exhibit B, BUDGET
Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed ONE MILLION TWO HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED EIGHT and 00/100 Dollars (\$1,279,308.00), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

PROJECT SUMMARY

DESCRIPTION		CSD (CDBG-DR)	LEVERAGE	TOTAL
Project Costs				
I	Engineering/ Architectural Design	\$20,000.00	\$20,335.00	\$40,335.00
II	Acquisition	\$787,748.03	\$3,142,624.00	\$3,930,372.03
II	Construction	\$471,559.97	\$76,818.00	\$548,377.97
Project Budget Total		\$1,279,308.00	\$3,239,777.00	\$4,519,085.00

CDBG-D PY 2017 \$1,279,308.00

PROJECT DETAIL

PROJECT COSTS		CSD (CDBG-DR)	LEVERAGE	AMOUNT
I.	Engineering/ Architectural Design			
	Engineering/ Architectural Services	\$20,000.00	\$20,335.00	\$40,335.00
	Subtotal	\$20,000.00	\$20,335.00	\$40,335.00
II.	Acquisition			
	Properties/Acquisition	\$787,748.03	\$3,142,624.00	\$3,930,372.03
	Subtotal	\$787,748.03	\$3,142,624.00	\$3,930,372.03
III.	Construction			
	Construction (new construction, rehabilitation, renovation)	\$471,559.97	\$76,818.00	\$548,377.97
	Subtotal	\$471,559.97	\$76,818.00	\$548,377.97
Project Detail Total		\$1,279,308.00	\$3,239,777.00	\$4,519,085.00

IV.

In the event of any conflict between the term and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this Amendment shall control.

V.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

VI.

EXECUTION

Multiple Counterparts: This Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Amendment.

ATTEST:

CITY OF FRIENDSWOOD

By: _____

By: _____

Name: _____

Name: _____

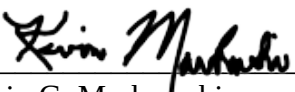
Title: _____

Date Signed: _____

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFEE
Harris County Attorney

By:  4-20-2023
Kevin G. Markowski Date
Assistant County Attorney
C.A. File Number: 23GEN0984

By: _____
LINA HIDALGO
County Judge

Date
Signed: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____day of _____, 2023, with the following members present, to wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

And the following members absent, to-wit _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF FIRST AMENDMENT BETWEEN HARRIS COUNTY AND CITY OF FRIENDSWOOD FOR THE BLACKHAWK PROPERTY ACQUISITION AND REHABILITATION PROJECT

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey	☐	☐	☐
Comm. Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The amended order thus adopted follows:

IT IS ORDERED that the Executive Director of Harris County Community Services Department is hereby authorized to execute First Amendment to the Agreement between Harris County and City of Friendswood to modify Exhibit B Budget. The Amendment is incorporated herein as though fully set forth word for word.

The Executive Director of Harris County Community Services Department or her designee is authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purpose of this Amendment.

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 1, 2023

Date submitted: 04/25/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the First Amendment to the Agreement with Harris County for the Forest Bend Detention Pond Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On June 9, 2020, Harris County approved an Agreement (the "Master Agreement") with the City of Friendswood for the Forest Bend Detention Pond Project, which is located in Harris County Precinct No. 2 and generally bounded on the North by Ravine Dr., South by FM 528, West by Clear Creek and East by Townes Rd. The scope of the Project is to construct and maintain a new storm water detention pond on property owned by the Forest Bend HOA and benefiting surrounding homes by reducing potential flooding within the Forest Bend neighborhood.

This proposed amendment amends the budget in Exhibit B by increasing funding by \$320,000 so that the total funding available under the Master Agreement is \$3,746,022.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. First Amendment to the Friendswood Forest Bend Detention Pond Project

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY
AND THE CITY OF FRIENDSWOOD FOR THE FOREST BEND DETENTION POND
PROJECT**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This First Amendment to the Agreement is made and entered into by and between Harris County (the “Grantee”) and the City of Friendswood (the “Subrecipient”). The Grantee and the Subrecipient are known individually as “Party” and collectively as “Parties.”

Recitals

On June 9, 2020, the Grantee approved an Agreement (the “Master Agreement”) with the City of Friendswood for the Forest Bend Detention Pond Project during the term of this Agreement. The scope of the Project is to construct and maintain a new storm water detention pond on property owned by the Forest Bend HOA and benefiting surrounding homes by reducing potential flooding within the Forest Bend neighborhood and complete site work and appurtenances. The project is generally bounded on the North by Ravine Dr., South by FM 528, West by Clear Creek and East by Townes Rd., in Precinct Two. This is an eligible activity under the rules and regulations regarding CDBG-DR Program Grant Funds (the “Services”).

The Parties now desire to amend the Master Agreement to modify Exhibit B Budget.

Terms

I.

This Amendment is governed by the Master Agreement, incorporated herein by reference as if set forth word for word.

II.

Exhibit B Budget, is modified in the following respects:

Exhibit B, BUDGET
Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed THREE MILLION SEVEN HUNDRED FORTY-SIX THOUSAND TWENTY-TWO and 00/100 Dollars (\$3,746,022.00), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

PROJECT SUMMARY

DESCRIPTION	CSD (CDBG-DR)	LEVERAGE	TOTAL
Project Costs			
I Engineering/ Architectural Design	\$410,048.00	\$25,000.00	\$435,048.00
II Construction	\$3,335,974.00	\$296,008.00	\$3,631,982.00
Project Budget Total	\$3,746,022.00	\$321,008.00	\$4,067,030.00

CDBG-D PY 2017 \$3,746,022.00

PROJECT DETAIL

PROJECT COSTS	CSD (CDBG-DR)	LEVERAGE	AMOUNT
I. Engineering/ Architectural Design			
Engineering/ Architectural Services	410,048.00	25,000.00	435,048.00
Subtotal	\$410,048.00	\$25,000.00	\$435,048.00
II. Construction			
Construction (new construction, rehabilitation, renovation)	3,335,974.00	296,008.00	3,631,982.00
Subtotal	\$3,335,974.00	\$296,008.00	\$3,631,982.00
Project Detail Total	\$3,746,022.00	\$321,008.00	\$4,067,030.00

IV.

In the event of any conflict between the term and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this Amendment shall control.

V.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

VI.

EXECUTION

Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Amendment.

ATTEST:

THE CITY OF FRIENDSWOOD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

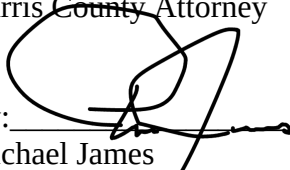
Date Signed: _____

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFEE

Harris County Attorney

By:  _____

Michael James

Senior Assistant County Attorney

CA File Number: 23GEN0988

Date Signed: April 20, 2023

By: _____

LINA HIDALGO

County Judge

Date Signed: _____

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 1, 2023

Date submitted: 04/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment VII" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the sixth set for fiscal year 2022-2023.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. VII
2. FY23 BA VII Exhibit A 05-01-2023
3. FY23 BA VII Exhibit B 05-01-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2022-19, PASSED AND APPROVED AUGUST 29, 2022, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2022-23, 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.

WHEREAS, by Ordinance No. 2022-23, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2022-23"; 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 2022-23; 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 2022-23," is hereby amended for municipal purposes as shown on "Budget Amendment VII" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2022-23" attached hereto. Said Budget Amendment VII 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 1st day of May, 2023.

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 2022 – 2023
Budget Amendment VII – Exhibit A
May 1, 2023

1. **Forest Bend Detention Pond – Construction Pay Application #6, \$501,672.** Appropriate advance funding for Jerdon Enterprise Pay Application #6 for the construction of the Forest Bend Detention Pond. The City applied for and was awarded a reimbursement grant through the 2017 Community Development Block Grant – Disaster Recovery with Harris County to engineer and construct offline detention in coordination with the Forest Bend Homeowners Association. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the grantor.
2. **Police Department – R.A.D. Program, \$650.** Appropriate funds donated to the Police Department Rape Aggression Defense (R.A.D.) Program. Donations were received from the citizens participating in the R.A.D. classes. Funds will be appropriated to the Police Department Patrol division for supplies related to the R.A.D. program.
3. **2017 CDBG-DR (Harris County) Grant Reimbursement, \$501,953.** Appropriate funds received from the CDBG-DR (Harris County) grant program for the Forest Bend Detention Pond construction. The City received a reimbursement of \$501,953 for construction services related to pay applications #3, #4, and #5. Advance funding for these pay applications were originally approved at the January 9, 2023, and February 6, 2023 City Council meetings. Therefore, the funds will be appropriated back to unassigned general fund balance.
4. **Prior Year Encumbrance, \$2,000.** Appropriate funds for purchase order issued in fiscal year 2021-22 and outstanding at fiscal year-end, September 30, 2022. Goods and services for these purchase orders will be received and expensed in fiscal year 2023.
5. **Citywide / Information Technology Computer Refresh, \$500,484.** Appropriate capital lease proceeds received in FY22 for the computer refresh project. The project was approved in the FY23 adopted budget. The capital lease will be for 5 years and will be supported by the Tax Debt Service Fund.
6. **2020 Lift Station Mitigation Project – Engineering Services (Change Order), \$28,128.** Appropriate Water and Sewer working capital for a contract amendment to the 2020 Lift Station Mitigation Engineering Services contract with Fivengineering, LLC. The original contract was dated July 7, 2020. Additional funds are necessary for the bidding and construction phase of the project. The contract amendment was executed on April 4, 2023.
7. **Tank Rehabilitation Project. \$1,918,375.** Appropriate funds for the 2023 Water Tank Rehabilitation contract. Four water tanks within the City's water distribution system have been pegged for routine maintenance and rehabilitation. Work on these tanks will include interior and exterior paint blasting and re-coating, repair of rusted and corroded ladders, metal plates, and appurtenances, and structural repairs. The construction contract was awarded to CFG Industries at the March 6, 2023 City Council meeting. Funds will be appropriated from the 2021 Water & Sewer Bond Construction Fund.
8. **Lightning Protection System – Public Safety Building Expansion (Change Order), \$21,675.** Appropriate funds for a change order related to a lightning protection system at the Public Safety Building Expansion Project. The original contract was approved at the January 10, 2022 City Council meeting. The original protection system was inadequate to serve the existing building and expansion. The new system will adequately cover both. The funding source will be 2021 General Obligation Bond funds.

9. **Earnest Money Contract - 3.4 Acre Purchase, \$37,026.** Appropriate funds for the purchase of 3.4 acres from the Estate of Charles Crady III as described as Tract 16, Abstract 15, J. Dickerson Survey, Friendswood, Harris County, Texas. The undeveloped property lies in the 100-year flood plain and will be used for a future flood control project. The earnest money contract is on the May 1, 2023 City Council Meeting Agenda for approval. Funds will be appropriated from the 2021 General Obligation bonds.
10. **Lift Station Mitigation Project – Lift Station Package 3 (Hurricane Harvey), \$2,196,369.** Appropriate funding for additional work to 4 lift stations damaged during Hurricane Harvey. Immediate repairs were made to these lift stations. These additional repairs will mitigate against future floods. The contract for services is on the May 1, 2023 City Council Meeting Agenda for approval. The funding sources will be Water and Sewer Working Capital and 2021 Water and Sewer Bond Construction funds.
11. **City Secretary's Office – Transfer, \$3,842.** Transfer funds from the City Secretary's Office to the Parks and Recreation Department's Facilities Division for additional renovations needed in the City Secretary's suite to create an office for the Legal Assistant. The funding is being transferred from the Contract Services account.

[illegible]

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 1, 2023

Date submitted: 04/06/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider on first reading an ordinance amending Chapter 58 "Parks and Recreation," Article I "In General" of the Friendswood City Code by renumbering Section 58-96 "Exemptions from Division" and adding a new Section 58-96, entitled "Dogs," to prohibit dogs at certain city parks during athletic practice sessions, games, or league or tournament activities.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance amends Chapter 58 "Parks and Recreation," Article I "In General" of the Friendswood City Code by:

1. renumbering Section 58-96 "Exemptions from Division" to Section 58-97 "Exemptions from Division" and
2. adding a new section to be numbered and entitled Section 58-96, entitled "Dogs" to prohibit dogs at certain city parks during athletic practice sessions, games, or league or tournament activities.

Specifically, under the proposed ordinance, dogs must be kept under restraint at all times while in City parks, other than the Friendswood Dog Park; and dogs are not allowed, under restraint or otherwise, in City parks with athletic/sports facilities during athletic practice sessions, games or league or tournament activities. Parks with these facilities currently include:

1. Centennial Park,
2. Renwick Park, and
3. Corporal Steven Schultz Sportspark.

The ordinance exempts except police dogs and assistance animals from its prohibitions. On April ____, 2023, the KFB/Parks Subcommittee reviewed the ordinance and recommended approval.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

The KFB/Parks Subcommittee recommends approval.

ATTACHMENTS

1. Ordinance - Dogs in City Parks

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 58 "PARKS AND RECREATION," ARTICLE I "IN GENERAL" OF THE FRIENDSWOOD CITY CODE BY RENUMBERING SECTION 58-96 "EXEMPTIONS FROM DIVISION" TO SECTION 58-97 "EXEMPTIONS FROM DIVISION"; AMENDING CHAPTER 58 "PARKS AND RECREATION," ARTICLE I "IN GENERAL" OF THE FRIENDSWOOD CITY CODE BY ADDING A NEW SECTION TO BE NUMBERED AND ENTITLED SECTION 58-96 "DOGS" TO PROHIBIT DOGS AT CERTAIN CITY PARKS DURING ATHLETIC PRACTICE SESSIONS, GAMES, OR LEAGUE OR TOURNAMENT ACTIVITIES; PROVIDING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); 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, STATE OF TEXAS:

Section 1. That Chapter 58 "Parks and Recreation," Article I "In General," Section 58-96 "Exemptions from division" of the Friendswood City Code is hereby renumbered as Section 58-97 "Exemptions from division."

Section 2. That Chapter 58 "Parks and Recreation," Article I "In General" of the Friendswood City Code is hereby amended by adding a new section to be numbered and entitled Section 58-96 "Dogs," which section shall read as follows:

CHAPTER 58. PARKS AND RECREATION

DIVISION I. IN GENERAL

Sec. 58-96. Dogs.

- (a) *Offense.* Except as provided in subsection (b) of this section, it shall be unlawful for any person to permit any dog owned or possessed by such person:
 - (1) in a park, other than in the Friendswood Dog Park, unless it is kept under restraint at all times by means of a leash or
 - (2) in any park with athletic or sports facilities during athletic practice sessions, games, or league or tournament activities.
- (b) *Exceptions.* Subsection (a) shall have no application to the following:

- (1) persons with a disability utilizing an assistance animal as defined in Texas Human Resources Code § 121.002 ensuring access to the park, or
- (2) licensed peace officers utilizing a dog for law enforcement purposes or

Section 3. 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 FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Each day of violation shall constitute a separate offense.

Section 4. All ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 5. In the event any clause phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 7. This ordinance shall become effective from and after its date of adoption and its publication, as provided by law.

PASSED and APPROVED on first reading by the affirmative vote of the City Council this 1st day of May, 2023.

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 by the affirmative vote of the City Council 5th day of June, 2023.

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 1, 2023

Date submitted: 04/25/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution establishing legislative priorities for the for the 88th Legislative Session of the Texas Legislature.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution establishes the City of Friendswood's legislative priorities for the 88th Legislative Session. As a home-rule municipality, the City of Friendswood looks to state statutes for limitations of its authority -- rather than grants thereof. As such, the City is impacted by both federal and state legislation, which expands or restricts such authority. By establishing a legislative agenda, it is hoped that the City will be able to work with the Texas Legislators and that the City Council will continue to be able to build a vibrant community, addressing the needs of its citizens.

The priorities contained in the proposed resolution include:

Support legislation that:

- preserves local control, promotes the general interests of the City's residents, and enhances the City of Friendswood's ability to solve problems and improve the quality of life for its residents;
- allows the City of Friendswood to set its budget and levy its taxes in accordance with the needs of Friendswood's residents;
- advances state-funded and local-option funding choices for economic development purposes;
- increases street maintenance sales tax flexibility;
- allows alternate methods of publications for legal notices; and
- increases the competitive bidding threshold to account for increased costs to cities.

Oppose legislation that:

- decreases the authority of home-rule cities;
- imposes unfunded state mandates;
- preempts or erodes the authority of city government and its citizens or is detrimental to the City's ability to pursue citizen priorities or respond to local citizen concerns;
- changes the current property or sales tax systems, as well as, other income-producing structures in a manner that would cause the City of Friendswood to lose revenue or the ability to raise revenue;

- would further lower or expand the appraisal cap;
- would preempt or erode municipal franchise fee authority;
- either limits the scope of existing authority or that would weaken the City of Friendswood's ability to sustain the land use character of the City;
- would restrict the use of economic development tools available to local governments, such as tax abatement, tax increment reinvestment zones and Chapter 380 agreements; and
- erodes municipal governmental/official immunity.

The attached resolution provides examples of various bills that fall into each priority. Such bills are listed by way of example and are not meant to be an all-encompassing list of bills supported or opposed by the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution -- 2023 Legislative Agenda Proposed
2. Chart of Sample Legislation - Support & Oppose

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, ADOPTING A LEGISLATIVE AGENDA FOR THE 88th LEGISLATIVE
SESSION OF THE TEXAS LEGISLATURE; AND PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, both local government officials and state legislators are elected to act in the best interest of the citizens they represent, to be informed on the needs of their constituents and communities, and to protect the public health, safety, and welfare; and

WHEREAS, local governments in Texas are impacted by state and federal legislation; and

WHEREAS, the City of Friendswood desires to establish legislative agenda in order to ensure that it has the necessary authorities and resources in which to fulfill the desired needs of its citizens; and

WHEREAS, by establishing such an agenda, officials of the City can provide both information and assistance on matters related to bills that come before the Legislature so that they may have the resources to call upon when making decisions that impact the lives of their constituents; and

WHEREAS, the City will continue to strive to work with other entities, including, but not limited to, cities and the Texas Municipal League, when the positions of such entities are consistent with the City of Friendswood's legislative agenda; and

WHEREAS, in establishing the City's Legislative Agenda and working with Texas Legislators, it is the City's hope that Friendswood and Texas would be propelled forward to create a stronger and more vibrant city and state; NOW THEREFORE,

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

Section 1. That all matters and facts set forth in the recitals hereinabove are found to be true by the City Council of the City of Friendswood.

Section 2. Based upon the priorities adopted in Section 2 hereof, the City Council of the City of Friendswood, Texas, hereby adopts the legislative agenda, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, for the 88th Legislative Session.

Section 3. The City Council directs the City Secretary to forward a copy of this Resolution upon its passage to each of our local Texas Legislators, the Texas Speaker of the House, the Texas Lieutenant Governor, and the Texas Governor.

Section 4. This resolution shall take effect immediately from and after its adoption by the City Council of the City of Friendswood.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 1st day of May, 2023.

MIKE FORMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"

The City of Friendswood supports and opposes, as applicable, the following:

Support

- Support legislation that preserves local control, promotes the general interests of the City's residents, and enhances the City of Friendswood's ability to solve problems and improve the quality of life for its residents, such as:
 - H.B. 550 Relating to the use of municipal hotel occupancy tax revenue for certain infrastructure projects and public parks.
 - S.B. 367 Relating to a person considered to be displaced for purposes of a relocation assistance program.
 - H.B. 1439/S.B. 368 Relating to the authority of a county or municipality to require removal of graffiti from private property.
 - H.B. 2050 Relating to local government prohibitions or restrictions on the sale or use of a container or package.
 - H.B. 149 Relating to the sale of park land owned by certain municipalities.
 - H.B. 2224 Relating to the authority of a municipality to alter speed limits.
 - H.B. 1381 Relating to the public hearing requirement for a preliminary zoning report made by a zoning commission.
- Support legislation that allows the City of Friendswood to set its budget and levy its taxes in accordance with the needs of Friendswood's residents, such as:
 - H.B. 3594 Relating to an adjustment to the voter-approval tax rate for certain municipalities with low or decreasing debt.
- Support state-funded and local-option funding choices for economic development purposes, such as:
 - H.B. 1492/S.B. 543 Relating to the conveyance of property by a municipality for the public purpose of economic development.
- Support legislation that increases street maintenance sales tax flexibility, such as:
 - H.B. 640/S.B. 612 Relating to the municipal sales and use tax for street maintenance.
- Support legislation that allows alternate methods of publications for legal notices, such as:
 - H.B. 622 Relating to the publication of required notice by a political subdivision by alternative media.
 - S.B. 657 Relating to Internet posting of notice by governmental entities and representatives as an alternative to newspaper publication of notice.
- Support legislation that increases the competitive bidding threshold to account for increased costs to cities, such as:
 - H.B. 1132 Relating to the amount of an expenditure made by certain political subdivisions for which competitive bidding is required.

Oppose

- Oppose legislation that decreases the authority of home-rule cities, such as:
 - S.B. 149 Relating to the authority of a municipality to regulate statewide commerce.
 - H.B. 5222/S.B. 2349 Relating to consent to the creation of certain political subdivisions.
 - H.B. 14 Relating to third-party review of plats and property development plans,

- permits, and similar documents, and the inspection of an improvement related to such a document.
- H.B. 1819/
S.B.603
H.B. 1922
Relating to the repeal of the authority of political subdivisions to adopt or enforce juvenile curfews.
Relating to periodic reauthorization of municipal building permit fees.
- Oppose unfunded state mandates, such as:
 - H.B. 471
Relating to the entitlement to and claims for benefits for certain first responders and other employees related to illness and injury.
 - H.B. 2906
Relating to the expenses and fees awarded to a property owner in certain eminent domain proceedings.
 - Oppose legislation that preempts or erodes the authority of city government and its citizens or is detrimental to the City's ability to pursue citizen priorities or respond to local citizen concerns, such as:
 - H.B. 2127/S.B. 814
Relating to state preemption of certain municipal and county regulation.
 - H.B. 2787
Relating to late payment fees charged by a municipally owned water utility.
 - S.B. 175/
H.B. 3538
Relating to the use by a political subdivision of public funds for lobbying and certain other activities.
 - H.B. 170
Relating to certain requirements applicable to certain public entities that engage in lobbying.
 - H.B. 3018
Relating to the offense of unlawful use of public funds for communications relating to a measure.
 - H.B. 2925
Relating to applicability of the civil service system for municipal firefighters and police officers and sheriff's departments.
 - H.B. 121/S.B. 130/S.B. 563
Relating to the regulation by a municipality or county of certain employment benefits and policies.
 - S.B. 1291
Relating to the reimbursement of a municipality's expenses in a ratemaking proceeding for electric or gas utilities.
 - H.B. 1246/S.B. 369
Relating to procedures applicable to municipal consideration of building permits, plats and certain land development plans.
 - S.B. 2431
Relating to the Harris County Flood Control District; providing for the appointment of the governing body.
 - Oppose legislation that changes the current property or sales tax systems, as well as, other income-producing structures in a manner that would cause the City of Friendswood to lose revenue or the ability to raise revenue, such as:
 - H.B. 449
Relating to the repeal of the additional ad valorem taxes imposed as a result of a sale or change of use of certain land.
 - Oppose legislation that would further lower or expand the appraisal cap, such as:
 - H.B. 1223
Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.
 - H.B. 1224
Relating to a limitation on increases in the appraised value of real property for ad valorem tax purposes.
 - H.B. 32/
H.J.R. 6
Relating to limitations on increases in the appraised value for ad valorem tax purposes of residence homesteads and single-family residences other than residence homesteads.
 - H.B. 335
Relating to a limitation on increases in the appraised value of real property for ad valorem tax purposes.
 - H.B. 746
Relating to a limitation on increases in the appraised value of real property for ad valorem tax purposes.

- Oppose legislation that would preempt or erode municipal franchise fee authority, such as
 H.B. 4297 Relating to municipal solid waste management services contracts; limiting the amount of a fee.

- Oppose preemptive legislation that either limits the scope of existing authority or that would weaken the City of Friendswood's ability to sustain the land use character of the City, such as:
 H.B. 2789/ Relating to regulation of accessory dwelling units by political subdivisions.
 S.B. 1412
 H.B. 866/S.B. 494 Relating to approval of certain land development applications by a municipality or county.
 H.B. 2970 Relating to the municipal regulation of HUD-code manufactured homes.
 H.B. 2665 Relating to regulation of short-term rental properties by municipalities and counties; authorizing a fee.
 H.B. 2367/ Relating to the regulation of residential amenity rentals by a political subdivision;
 S.B.1466 authorizing a fee; authorizing a civil penalty.

- Oppose legislation that would restrict the use of economic development tools available to local governments such as tax abatement, tax increment reinvestment zones and Chapter 380 agreements, such as:
 S.B. 1419 Relating to limitations on the use of public money under certain economic development agreements or programs adopted by certain political subdivisions.

- Oppose legislation that erodes municipal governmental/official immunity, such as.
 H.B. 2266 Relating to judicial review of certain local laws applicable to state license holders.
 S.B. 221 Relating to requirements for certain petitions requesting an election and ballot propositions.
 H.B. 190 Relating to requirements for certain petitions requesting an election and ballot propositions and to related procedures and provisions.

The bills referenced hereinabove are not meant to be an exhaustive list of bills supported or opposed by the City of Friendswood. Instead, they are meant for illustrative purposes only.

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 1, 2023

Date submitted: 04/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider the second and final reading of an ordinance consenting to the rate adjustment requested by Waste Connections of Texas, LLC, d/b/a Waste Connections of Texas, to offset its increased cost in connection with performing services under the Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Friendswood.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance consents to the rate adjustment requested by Waste Connections of Texas, LLC, d/b/a Waste Connections of Texas, ("Waste Connections") to offset its increased cost in connection with performing services under the Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Friendswood (the "Franchise Agreement").

On March 4, 2022, the City Council authorized on its second and final reading the Franchise Agreement with Waste Connections for a term of three (3) years, commencing on April 1, 2022. Each year under the agreement, the following annual adjustments are permitted:

1. Rate Adjustment.

Proposed Adjustment: 6.4%

Effective Date: Billing cycle after final passage of the proposed ordinance

This adjustment requires Council approval and is based upon changes in costs to perform the services under the Franchise Agreement. If Council does not approve the increase after Waste Connections demonstrates that the new rate is necessary to offset the increased costs, then Waste Connections may terminate the Franchise Agreement with 120 days' notice.

2. Fuel Cost Adjustment.

Proposed Adjustment: 3%

Effective Date: October 1, 2023

This adjustment does not require Council approval and is based upon the U.S. Energy Administration/Department of Energy published price for diesel Fuel - Gulf Cost Region.

This year's rate adjustment is based upon the CPI-U is as follows:

	Current Rate for Single Family	Proposed Rate Adjustment for Single Family
Monthly curbside refuse and recycling	\$15.20	\$16.17

(18-gallon recycling bin)		
Monthly Administrative Fee (City revenue)	\$1.52	\$1.62
Total	\$16.72	\$17.79

As such, the monthly increase for a single family resident is \$1.07 per month. The cost for families who utilize a 95 gallon recycle cart will increase by \$0.08 (8 cents) for a total of \$1.23 per month for use of the larger container.

This proposed ordinance approves the rate adjustment as contemplated in the Franchise Agreement based upon a demonstrated need in order to offset the increased cost of providing services under the Franchise Agreement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Franchise Rate Increase
2. Waste Connection's Annual Rate Adjustment Request
3. City of Friendswood Pricing Sheet 2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, CONSENTING TO THE RATE ADJUSTMENT REQUESTED BY WASTE CONNECTIONS OF TEXAS, LLC, D/B/A WASTE CONNECTIONS OF TEXAS, TO OFFSET ITS INCREASED COST IN CONNECTION WITH PERFORMING SERVICES UNDER THE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF FRIENDSWOOD; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, on March 4, 2022, the City Council authorized on its second and final reading the Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Friendswood (the "Franchise Agreement") with Waste Connections of Texas, LLC, d/b/a Waste Connections of Texas ("Waste Connections") for a term of three (3) years, commencing on April 1, 2022; and

WHEREAS, the Franchise Agreement provides for two annual adjustments – one to offset Waste Connections' increased cost in connection with performing services under the Franchise Agreement (the "Rate Adjustment") and the other to reflect the cost of fuel, based prescribed formula and the U.S. Energy Administration/Department of Energy published price for Diesel Fuel - Gulf Coast Region (the "Fuel Cost Adjustment"); and

WHEREAS, on March 14, 2023, Waste Connections requested the following rate increases:

Adjustment	Adjustment	Effective Date
Rate Adjustment	6.4%	First billing cycle after final passage of this ordinance
Fuel Cost Adjustment	3%	October 1, 2023

; and

WHEREAS, pursuant to Section 10 of the Franchise Agreement, in order for the Rate Adjustment to take effect, the City Council must approve the same; and if the City fails to consent to the increase after Waste Connections demonstrates that such an increase is necessary to offset its costs, Waste Connections may terminate the Franchise Agreement; and

WHEREAS, the City Council believes that Waste Connections has demonstrated that the Rate Adjustment based upon the CPI-U is necessary in order to offset its costs of providing services pursuant to the Franchise Agreement; and

WHEREAS, the City Council recognizes that no approval of the Fuel Cost Adjustment is required so long as the same is consistent with the formula prescribed in the Franchise Agreement; 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 City Council of the City of Friendswood hereby consents to the Rate Adjustment of 6.4%, as requested by Waste Connections of Texas, LLC, d/b/a Waste Connections of Texas, in order to offset its increased cost in connection with performing services under the Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Friendswood. This Rate Adjustment shall be effective for the first billing cycle after final passage of this ordinance.

Section 3. All ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 4. 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 5. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

PASSED and APPROVED by the affirmative vote of the City Council of the City of Friendswood on first reading this 3rd day of April, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on second and final reading this 1st day of May, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



WASTE CONNECTIONS INC.
Connect with the Future®

March 14, 2023
City of Friendswood
Attn: Morad Kabiri, City Manager
910 S. Friendswood Drive
Friendswood, Texas 77546

RE: Annual Rate Adjustment

Dear Morad Kabri

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Friendswood. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Friendswood.

Each year we evaluate the CPI-U, and fuel costs per our contract with the city. This year the CPI-U adjustment is 6.4% and fuel adjustment 3%, for a total adjustment of 9.4%. I have enclosed further details of these adjustments with this letter.

We would like to adjust these rates on the May billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 281-331-0810.

Best Regards,

Zachary Ryan
District Manager
Waste Connections of TX
Zachary.Ryan@wasteconnections.com

CPI-U Adjustment	6%
Fuel Adjustment	3%
Total Rate Adjustment for 2023	9.48%

6.4%

Economic News Release [PRINT](#)**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by expenditure category**

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, January 2023
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative Importance Dec. 2022	Unadjusted Indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Jan. 2022	Dec. 2022	Jan. 2023	Jan. 2022- Jan. 2023	Dec. 2022- Jan. 2023	Oct. 2022- Nov. 2022	Nov. 2022- Dec. 2022	Dec. 2022- Jan. 2023
All items	100.000	281.148	296.797	299.170	6.4	0.8	0.2	0.1	0.5
Food	13.531	289.772	316.839	319.136	10.1	0.7	0.6	0.4	0.5
Food at home	8.728	270.711	299.089	301.435	11.3	0.8	0.6	0.5	0.4
Cereals and bakery products	1.164	302.242	345.029	349.294	15.6	1.2	1.2	0.6	1.0

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Sourcekey EMD_EPD2DXL0_PTE_
R30_DPG

Weekly Gulf Coast
No 2 Diesel Ultra
Low Sulfur (0-15
ppm) Retail Prices
(Dollars per Gallon)

Date	
Feb 14, 2022	3.785
Feb 21, 2022	3.83
Feb 28, 2022	3.872
Mar 07, 2022	4.703
Mar 14, 2022	5.11
Mar 21, 2022	4.964
Mar 28, 2022	4.972
Apr 04, 2022	4.929
Apr 11, 2022	4.84
Apr 18, 2022	4.855
Apr 25, 2022	4.916
May 02, 2022	5.21
May 09, 2022	5.339
May 16, 2022	5.295
May 23, 2022	5.216
May 30, 2022	5.18
Jun 06, 2022	5.309
Jun 13, 2022	5.37
Jun 20, 2022	5.453
Jun 27, 2022	5.441
Jul 04, 2022	5.33
Jul 11, 2022	5.217
Jul 18, 2022	5.083
Jul 25, 2022	4.911
Aug 01, 2022	4.801
Aug 08, 2022	4.677
Aug 15, 2022	4.614
Aug 22, 2022	4.619
Aug 29, 2022	4.821
Sep 05, 2022	4.796
Sep 12, 2022	4.76
Sep 19, 2022	4.69
Sep 26, 2022	4.623
Oct 03, 2022	4.557
Oct 10, 2022	4.897
Oct 17, 2022	5.018
Oct 24, 2022	4.987
Oct 31, 2022	4.965
Nov 07, 2022	4.937
Nov 14, 2022	4.886
Nov 21, 2022	4.782
Nov 28, 2022	4.699
Dec 05, 2022	4.524
Dec 12, 2022	4.344
Dec 19, 2022	4.205
Dec 26, 2022	4.164
Jan 02, 2023	4.267
Jan 09, 2023	4.223
Jan 16, 2023	4.224
Jan 23, 2023	4.32
Jan 30, 2023	4.351
Feb 06, 2023	4.249
Feb 13, 2023	4.15

Average:	4.76
Component i:	13.20%
Fraction	0.233193277
Fuel Cost Adjustment:	3%

$$\frac{\text{Base Price} - \text{Annual Average Price}}{\text{Annual Average Price}}$$

$$\frac{4.76 - 3.65}{4.76}$$

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 1, 2023

Date submitted: 04/10/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution denying Texas-New Mexico Power Company's application 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 finding that the City's reasonable rate case expenses should be reimbursed.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood (the "City") is an electric utility customer of Texas-New Mexico Power Company ("TNMP") with original jurisdiction over the rates and charges of TNMP within its corporate limits. Other similarly situated cities served by TNMP have formed a coalition to efficiently and cost effectively review and respond to rate filings of TNNMP in matters before the Texas Public Utility Commission (the "PUC").

On or about April 5, 2023, TNMP filed with the PUC an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 54807, to increase distribution rates with each of the cities in their service area by a total of \$14,800,834 million annually. The PUC's rules allow cities 60 days to act on this application. Since all electric utility customers residing in the City will be impacted by this ratemaking proceeding if TNMP's application is granted, the City desires to work with the coalition of TNMP cities to review the rates. At this time, the coalition's attorney recommends that all members of the coalition adopt the proposed resolution denying TNMP's DCRF increase. Specifically, the proposed resolution:

- denies Texas-New Mexico Power Company's application to amend its distribution cost recovery factor to increase distribution rates within the City;
- authorizes the City's participation in a coalition with other TNMP cities;
- authorizes the coalition's hiring of legal counsel and consultants (i) to prepare a common response, (ii) to negotiate with the TNMP, (iii) to direct any necessary litigation, and (iv) to resolve issues in the TNMP's filing; and
- finds that the City's reasonable rate case expenses should be reimbursed.

If the City Council approves the proposed resolution, the resolution will be sent to Texas-New Mexico Power Company and to the coalition's attorneys at Lloyd Gosselink Rochelle & Townsend, P.C.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Denying TNMP 2023 DCRF

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DENYING TEXAS-NEW MEXICO POWER COMPANY'S APPLICATION 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 CONSULTANTS; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY TEXAS-NEW MEXICO POWER COMPANY; REQUIRING NOTICE OF THIS RESOLUTION BE SENT TO TEXAS-NEW MEXICO POWER COMPANY AND LEGAL COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood ("City") is an electric utility customer of Texas-New Mexico Power Company ("TNMP") 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 ("PUC") and the courts; and

WHEREAS, on or about April 5, 2023, TNMP filed with the PUC an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 54807, seeking to increase distribution rates by \$14,800,834 million annually; and

WHEREAS, the City of Friendswood 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 Texas-New Mexico Power Company, and direct any necessary litigation, to resolve issues in the Texas-New Mexico Power Company's filing; and

WHEREAS, all 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 all matters and facts set forth in the recitals hereinabove are found to be true by the City Council of the City of Friendswood.

Section 2. That the City is authorized to participate with TNMP Cities in PUC Docket No. 54807.

Section 3. That, subject to the right to terminate engagement 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 TNMP, 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 4. That the rates proposed by TNMP to be recovered through its DCRF charged to customers located within the City limits are hereby denied.

Section 5. That TNMP should 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 the City Secretary is hereby directed to send a copy of this resolution 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. This resolution shall take effect immediately from and after its adoption by the City Council of the City of Friendswood.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 1st day of May, 2023.

MIKE FORMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. 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 1, 2023

Date submitted: 04/10/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution denying CenterPoint Energy Houston Electric, LLC's application to amend its distribution cost recovery factor to increase distribution rates within the City and finding that the City's reasonable rate case expenses shall be reimbursed.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood, along with approximately 41 other cities served by CenterPoint Energy Houston Electric, LLC ("CenterPoint") is a member of the Gulf Coast Coalition of Cities ("GCCC"). Such coalition has been in existence since the early 1990's. GCCC has been the primary public interest advocate before the Public Utility Commission (the PUC"), the courts, and the Legislature on electric utility regulation matters for over 20 years.

On or about April 5, 2023, CenterPoint filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") to increase distribution rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$84,571,868 for the period of compared to the revenues approved in its most recent DCRF proceeding, Docket No. 53442.

GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. GCCC's attorney recommends that all GCCC members adopt the proposed resolution denying the rate change. Specifically, the proposed resolution:

- denies CenterPoint's application to amend its distribution cost recovery factor to increase distribution rates within the City; and
- finds that the City's reasonable rate case expenses should be reimbursed.

If the City Council approves the proposed resolution, the resolution will be sent to CenterPoint and to the GCCC's attorneys at Lloyd Gosselink Rochelle & Townsend, P.C. Thereafter, CenterPoint will have 30 days to appeal the decision to the PUC 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 PUC.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Denying CenterPoint 2023 DCRF

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DENYING CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION 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 CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC; REQUIRING NOTICE OF THIS RESOLUTION BE SENT TO THE CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, AND TO LEGAL COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood ("City") is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint"), 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, 2023, 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 a total DCRF Revenue Requirement of \$162,548,833, which is a \$84,571,868 increase to the CenterPoint's Revenue Requirement approved in its most recent DCRF proceeding, Public Utility Commission Docket No. 53442; and

WHEREAS, all 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 CenterPoint's application; and

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

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

Section 1. That all matters and facts set forth in the recitals hereinabove are found to be true by the City Council of the City of Friendswood.

Section 2. 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 3. That CenterPoint shall continue to charge its existing rates to customers within the City.

Section 4. 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 5. That the City Secretary is hereby directed to send a copy of this resolution 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., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 or tbrocato@lglawfirm.com.

Section 6. This resolution shall take effect immediately from and after its adoption by the City Council of the City of Friendswood.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 1st day of May, 2023.

MIKE FORMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. 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 1, 2023

Date submitted: 03/30/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing a Maintenance License Agreement with the Laurelfeld Homeowners Association, Inc.

Originating Department: Public Works

Degree of importance:

SUMMARY / ORIGINATING CAUSE

As part of a concrete street repair project within the Laurelfeld Subdivision, Laurelfeld Homeowners Association, Inc. (the "HOA") requested areas of original brick pavers installed at the time of subdivision street construction to be reconstructed with stamped and stained concrete. The HOA agreed to fund the difference between the cost of construction of the stamped/stained concrete and the cost of a standard roadway paving section.

This agreement outlines the responsibilities of both the City and the HOA in regard to maintenance, repair and reconstruction of the stamped/stained concrete sections.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Maintenance Agreement - Laurelfeld HOA

MAINTENANCE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Maintenance Agreement (the "Agreement") is made and entered into between CITY OF FRIENDSWOOD, a municipal corporation located in Harris and Galveston Counties, Texas (the "City"), whose address for purposes hereof is 910 S. Friendswood Dr. Friendswood, Texas 77546, and LAURELFIELD HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "HOA").

WHEREAS, the City constructed the Laurelfeld Subdivision Street Repair Project (the "Project"); and

WHEREAS, the Project included stamped/stained concrete paving design, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Stamped/Stained Concrete Paving"); and

WHEREAS, as part of the Project, the HOA agreed to pay the difference between the cost of construction of the stamped/stained concrete paving design and the cost of construction of standard roadway paving conforming to the City's design criteria manual and standard construction details. (the "HOA Share"); and

WHEREAS, the City's contractor has fulfilled its obligations to construct a stamped/stained concrete paving design and the HOA has fulfilled its obligation to pay the HOA Share; and

WHEREAS, the City and the HOA now desire to memorialize their agreement concerning the maintenance, repair, and reconstruction of the Stamped/Stained Concrete Paving;

NOW THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the City and the HOA agree as follows:

1. Findings. The facts and matters set forth in the preamble of this Agreement are hereby found to be true and correct.
2. Title.
The Parties agree that (i) the legal title to the Project and all appurtenances related thereto, including the Stamped/Stained Concrete Paving, remains vested in the City and (ii) HOA has no claim thereto.
3. Maintenance, Repair and Reconstruction.
 - (a) Throughout the term of this Agreement, the HOA shall be responsible for the condition of the Stamped/Stained Concrete Paving and shall, at its sole cost and expense, maintain, reconstruct, and repair the Stamped/Stained Concrete Paving in accordance with all applicable federal state, and local laws, including, but not limited to the Americans with Disabilities Act and Chapter 70, Article II of the Friendswood City Code. Upon completion of any such maintenance, reconstruction, and/or repairs performed pursuant to this Agreement, the HOA shall restore the surrounding property to the condition it was in prior to such work.

- (b) During the reconstruction, maintenance and/or repair of the Stamped/Stained Concrete Paving or any portion thereof pursuant to this Agreement, the HOA shall be required to use any applicable prevailing wage rate and obtain all required bonds in the full amount of the cost of such reconstruction, maintenance and/or repair. Should any contractor of the HOA place or attempt to place a lien against the City's property, the HOA shall have the same removed within thirty (30) days of the filing of the same. If such lien is not timely removed, the City may pay the lien and recover the costs therefor from the HOA, which shall be payable by the HOA within thirty (30) days of receipt of the City's invoice. Interest on delinquent amounts shall accrue in accordance with Section 2251.025 of the Texas Government Code.
- (c) Prior to the reconstruction, maintenance and/or repair of the Stamped/Stained Concrete Paving or any portion thereof, the HOA shall require from any person or entity, performing any work on the Stamped/Stained Concrete Paving or any portion thereof pursuant to this Agreement, insurance certificate(s) evidencing the following coverages and minimum limits:
- (1) Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$1,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage: \$50,000
 - Coverage shall be broad form CGL.
 - Waiver of subrogation required
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
 - (2) Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of subrogation required
 - (3) 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 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.
- (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 certified mail, return receipt requested, has been given to the HOA and the City.
- (5) The Indemnified Parties, as defined hereinbelow, are to be added as Additional Insured to all liability policies.
- (6) Upon request and without cost to the HOA or the City, a certified copy of all insurance policies and/or certificates of insurance shall be furnished to the City.
- (7) Upon request and without cost to the HOA or the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the HOA and the City.

- (8) All insurance required herein shall be secured and maintained in a company or companies satisfactory to the HOA and the City, and shall be carried in the name of Contractor.
- (9) The Contractor shall comply with Section 110.110 of Title 28 of the Texas Administrative Code, which is incorporated herein by this reference for all intents and purposes. However, it is expressly understood and agreed that in the event of a conflict between the provisions of this section and the provision contained in Section 110.110 of Title 28 of the Texas Administrative Code, the more stringent shall control.

Such insurance shall be maintained throughout the reconstruction, maintenance, and/or repair.

- (d) In any contract into which the HOA enters with a person or entity to reconstruct, maintain or repair the Stamped/Stained Concrete Paving or any portion thereof, the HOA shall require in such contract the following indemnity provision, which shall be bold and at least two (2) type font larger than the standard font in such agreement so as to be clearly conspicuous.

THE CONTRACTOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE HOA AND THE CITY OF FRIENDSWOOD AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND MEMBERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH WORK DONE AND/OR THE SERVICES PERFORMED BY THE CONTRACTOR PURSUANT TO THIS AGREEMENT, THE CONDUCT OR MANAGEMENT OF THE CONTRACTOR'S ACTIVITIES, OR FROM ANY ACT OR OMISSION BY THE CONTRACTOR, ITS AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, GUESTS, OR INVITEES, ON OR ABOUT THE PROPERTY SUBJECT TO THIS AGREEMENT, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY (I) THE JOINT NEGLIGENCE OF THE INDEMNIFIED PARTIES AND ANY OTHER PERSON OR ENTITY AND/OR (II) THE SOLE OR JOINT NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS, CONTRACTORS, EMPLOYEES, INVITEES AND/OR

GUESTS. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF (I) THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR (II) THE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES INVITEES AND/OR GUESTS. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE INDEMNIFIED PARTIES FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

- (e) Any contract for the performance of any work under this Agreement shall be submitted to the City for its review for compliance with this Agreement prior to any reconstruction, maintenance or repair work on any portion of the Stamped/Stained Concrete Paving.
- (f) If the Stamped/Stained Concrete Paving or any portion thereof is reconstructed by the HOA, the HOA shall provide the City with record drawings of the Improvements within thirty (30) calendar days of its completion.
- (g) When reconstruction, maintenance, or repair of the Stamped/Stained Concrete Paving or portion thereof is required, as determined in the sole discretion of the City's Director of Public Works, the City shall endeavor to give written notice to the HOA of the needed reconstruction, maintenance and/or repairs. Should the HOA fail to commence and the required maintenance, repairs and/or reconstruction within thirty (30) days of receipt of such notice and thereafter diligently pursue the same, the City may do so, at its sole cost and expense. Should the City reconstruct, maintain and/or repair the Stamped/Stained Concrete Paving, such reconstruction, maintenance, and/or repair shall not include a stamped/stained concrete design.
- (h) Notwithstanding any other provision in this Agreement, it is expressly understood and agreed that should the City's Director of Public Works determine in his sole discretion that the Stamped/Stained Concrete Paving is in a condition that jeopardizes the public health, safety or welfare, the City (i) shall not be required to provide notice to the HOA and (ii) may reconstruct, maintain and/or repair the Stamped/Stained Concrete Paving in accordance with the City's design criteria manual and standard construction details and without a stamped/stained concrete design.

- (i) Should the City reconstruct, maintain or repair the Stamped/Stained Concrete Paving in accordance with this section, HOA shall not interfere with such work performed by or on behalf of the City.
 - (j) The obligations of the HOA in this section are perpetual and shall survive the expiration or termination of this Agreement.
- 4. Term.
Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force and effect from the Effective Date (as hereafter defined), until terminated in accordance with the terms this Agreement.
- 5. Termination.
The City and the HOA have the right to terminate this Agreement with or without cause, upon thirty (30) days' written notice to the other party. Additionally, should this Agreement be terminated for cause, the City shall be entitled to seek all other relief which may be allowed by law.
- 6. Miscellaneous.
 - (a) Non-Waiver. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking action in connection therewith, shall not waive such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.
 - (b) Remedies Cumulative. All rights and remedies of CITY and/or HOA under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law.
 - (c) Amendments. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
 - (d) Release. By this Agreement, CITY does 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 Agreement or any other contract or agreement, any charter, or applicable state law. Nothing contained herein shall be construed in any way so as to waive in whole or part CITY's sovereign immunity. HOA assumes full responsibility for its obligations under this Agreement performed hereunder and hereby releases, relinquishes, discharges, and holds harmless 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 HOA's work to be performed hereunder. This release shall apply with respect to HOA's work regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
 - (e) No Arbitration. Notwithstanding anything to the contrary contained in this Agreement, CITY and HOA hereby agree that no claim or dispute between CITY and HOA arising out of or relating to this 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, HOA consents to be joined in the arbitration proceeding if HOA's presence is required or requested by CITY for complete relief to be recorded in the arbitration proceeding.

- (f) Assignment. HOA shall not assign this Agreement without first obtaining the written consent of CITY.
- (g) Notice. Any notice required to be given under this Agreement or any statute, ordinance, or regulation, shall be effective when given in writing and deposited in the United States mail, certified mail, return receipt requested, or by hand-delivery, addressed to the respective parties as follows:

CITY
City of Friendswood
Attn: City Manager
910 S. Friendswood Dr.
Friendswood, TX 77546

HOA
Laurelfield Homeowners Association, Inc.
Attn: President
PO Box 1783
Friendswood, TX 77546

- (h) Binding Effect. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of CITY and HOA and their respective successors and assigns.
- (i) Application of Laws. All terms, conditions, and provisions of this Agreement are subject to all applicable federal, state and local laws and regulations, and all judicial determinations relative thereto.
- (j) Choice of Law and Venue. This Agreement is declared to be a Texas contract, and all of the terms thereof shall be construed according to the laws of the State of Texas. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.
- (k) Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- (l) Complete Agreement. This Agreement contains the entire understanding and constitutes the entire agreement between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.

- (m) Duplicate Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.
- (n) Headings. The headings and subheadings of the various sections and paragraphs of this Agreement are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the section and paragraph so designated.
- (o) Gender and Number. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.
- (p) Severability. If any section, subsection, paragraph, sentence, clause, phrase or word in this Agreement, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement, and the parties hereby declare they would have enacted such remaining portions despite any such invalidity.
- (q) Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- (r) Authority. The officers executing this Agreement on behalf of each party hereby confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.

EXECUTED ON this the ____ day of _____, 20__ (the "Effective Date").

CITY OF FRIENDSWOOD

By: _____
MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

EXECUTED ON this the ____ day of _____, 20__.

LAURELFIELD HOMEOWNERS
ASSOCIATION, INC.

By: _____
(Signature)

(Printed Name)

(Title)

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, _____, the undersigned notary public, on this day personally appeared _____, the _____, of LAURELFIELD HOMEOWNERS ASSOCIATION, INC., on behalf of such corporation

_____ known to me;
_____ proved to me on the oath of _____; or
_____ proved to me through his/her current _____
 {description of identification card or other document issued by the federal government or
 any state government that contains the photograph and signature of the acknowledging
 person}

(check one)

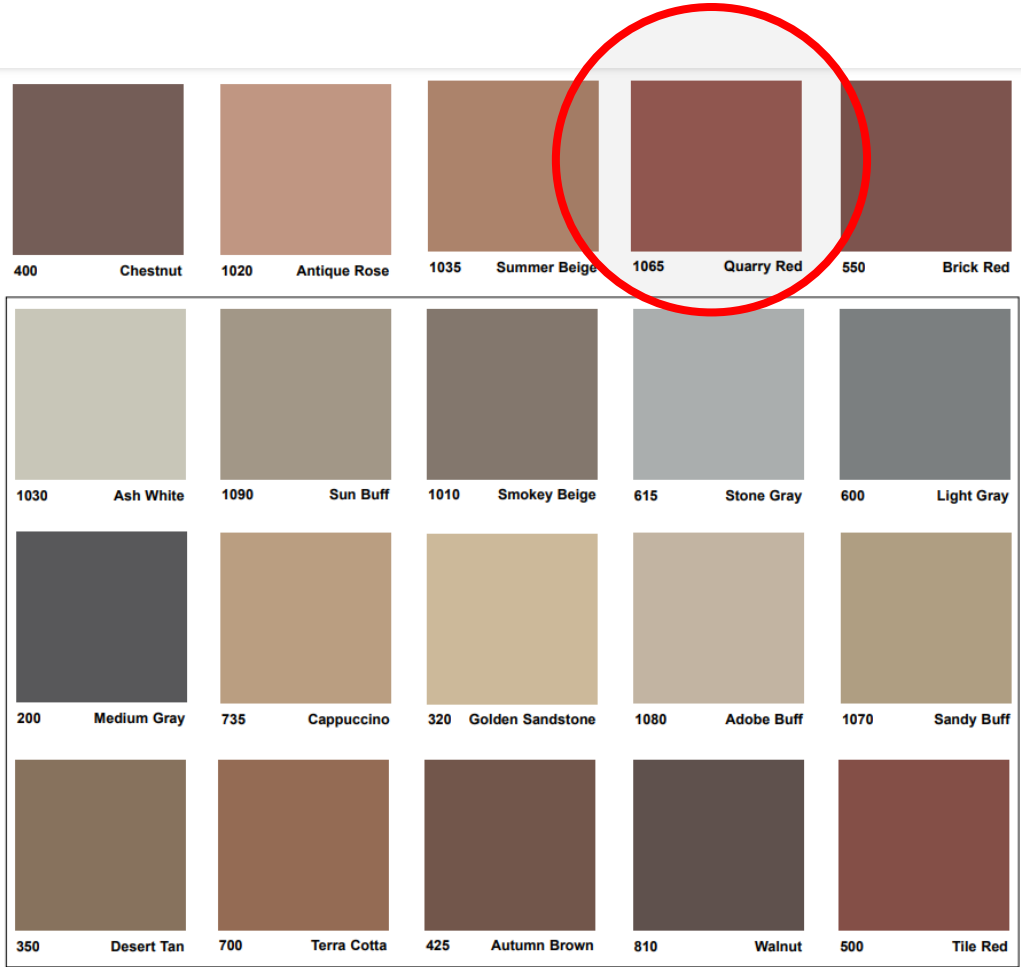
to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

Notary Public in and for the State of
Texas
My commission expires: _____

Exhibit "A"

QUARRY RED CHOSEN
BY HOA FOR
CONCRETE COLOR



HERRINGBONE
8"X16" CHOSEN
BY HOA FOR
CONCRETE
PATTERN



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 1, 2023

Date submitted: 04/20/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the purchase of additional video surveillance to upgrade the surveillance system of the Public Safety Building through Light House Video Surveillance.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Construction Manager-at-Risk for the Public Safety Building Expansion Project, CORE Construction, has provided the infrastructure for audio/visual work to be completed by a third party. A proposal has been submitted by Light House Video Surveillance for the installation of eight cameras planned as part of the PSB Expansion, as well as adding cameras to the exterior of the building where there were previously blind spots. Light House Video Surveillance provided its quote through H-GAC's cooperative purchasing program. This upgrade will be funded with the Police Department's Furniture, Fixtures, and Equipment funds.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. PSB Video Surveillance Upgrade Proposal
2. Government Code Verification Form
3. Lighthouse Surveillance Form 1295



Proposal

20230413-FRIEND-OPT-1

City of Friendswood PSB Video Surveillance Addon/Upgrades End to End Avigilon Solution

Scope

This project provides an end-to-end Avigilon video solution for the PSB building (adding coverage to the existing building and new coverage to the renovated building).

- 32TB Advanced NVR provided for recording and interconnectivity
 - o Enough room existing cameras and as a failover server for the existing cameras in the PSB
- 18 Physical cameras providing at least 22 camera views on/around the building (for a total of 118 Megapixels of video resolution)

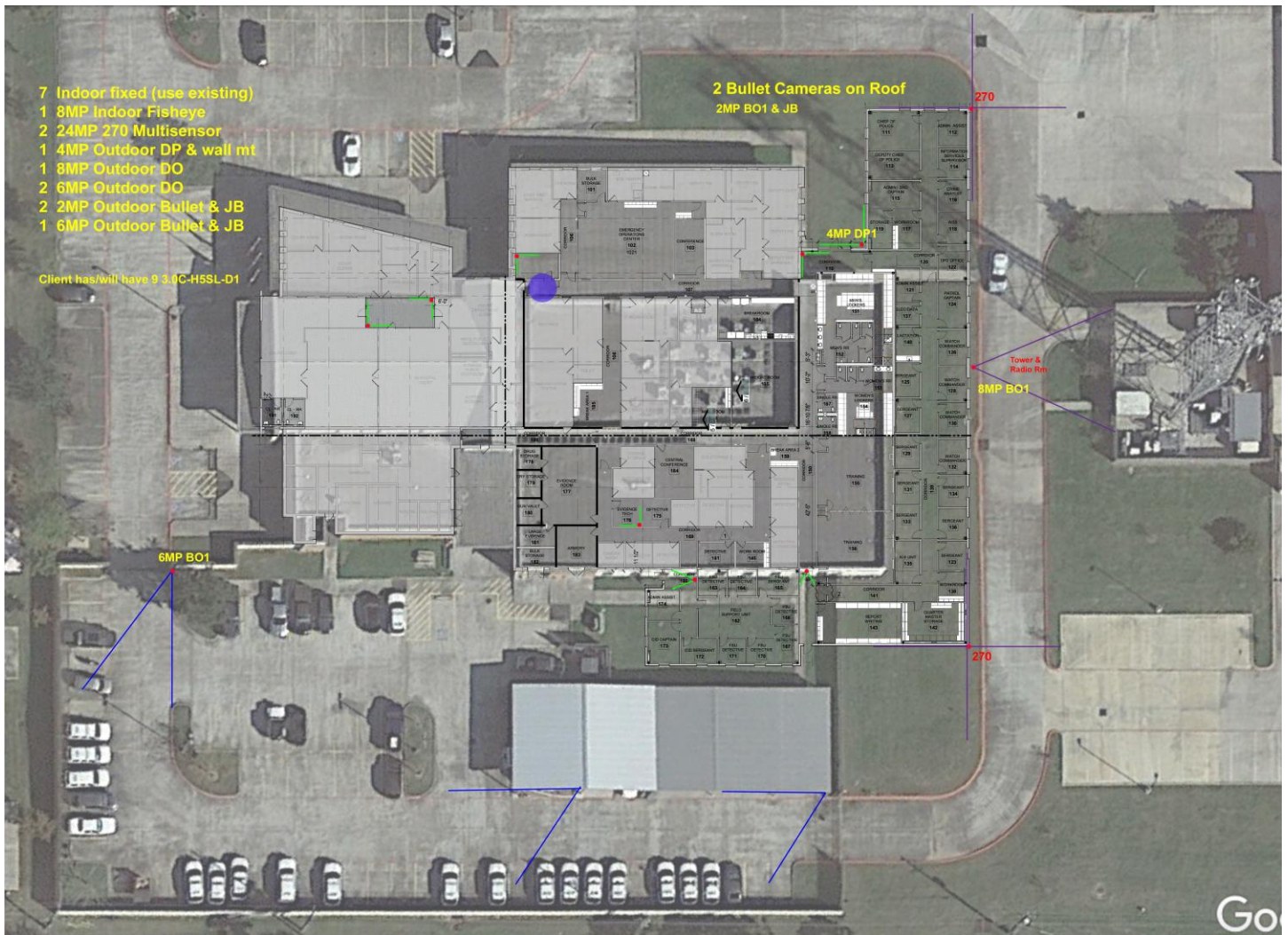
Presented By:

Danny Myers

Lighthouse Video Surveillance

2045 Space Park Dr
Ste. 185
Houston, TX 77058 USA
(281) 954-3678
www.LighthouseVS.com

20230413-FRIEND-OPT-1



Lighthouse Video Surveillance

City of Friendswood - PSB Video Surveillance Upgrade Option 1

18 ACC 7 Enterprise camera channel

1 Extreme High Definition Advanced Digital Recorder built in Artificial Intelligence (AI) capabilities, Advanced Programming, Event Recording, Audio & Video Recording, 32TB RAID Array, Advanced Video Storage Capabilities, Future-Proof, Expandable, Upgradable



2 **Avigilon 270 Corner Mounted Multisensor**

2 3x 8MP H4 Multisensor Camera Module with 4mm Lens

2 Pendant Mount Adapter for H4 Multisensor

2 Outdoor Dome Cover for H4 Multisensor

2 Avigilon Corner Mount Adapter



2 Wall Arm for H4 IRPTZ or H4 Multisensor



1 Gigabit 28 Port Managed PoE Switch



2 2MP H5A Bullet Camera with 3.3-9mm Lens



1 4MP H5A Outdoor Pendant Dome Camera with 3.3-9mm Lens



1 6MP H5A Bullet Camera with 4.9-8mm Lens

2 6MP H5A Outdoor Dome Camera with 4.9-8mm Lens



1 8MP H5A Outdoor Dome Camera with 4.9-8mm Lens

1 8MP H5A Fisheye Indoor In-Ceiling Camera



1 Wall Mount for H5A/H4A Pendant Dome Cameras



3 Bullet Junction Box for H5A / H4A Bullet Cameras

8 Install Customer Provided Camera

2 Power over Ethernet Plus Injector - 30 watts of PoE power



1200 Cat5e Direct Burial Cable



2600 Cat5e Plenum Cable

Lighthouse Video Surveillance

City of Friendswood - PSB Video Surveillance Upgrade Option 1

- 6 Up to 6 feet of flexible conduit, 2 flexible conduit connectors and 1 single gang junction box
- Conduit
- Project Management

Price Also Includes:

Misc. Parts & Connectors
Labor & Installation
System Design, Project Management, and Customer Training
Equipment Shipping

Lighthouse Video Surveillance

Standard Pricing **\$68,400**

HGAC Pricing **\$62,150**
Contract #SE05-20(A)

☐	Initial to Include Maintenance	Monthly Price	\$715
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Price does not include sales tax. Customer to provide power and internet access. Monthly Price includes maintenance (no trip charge, no parts charge, no labor charge for service). I believe I have included everything, should you have any further questions regarding this proposal, please call me.

Due to the nature of this line of business; all designs, parts and pricing information is proprietary and must be kept in confidence (no competitors or third party individuals). Lighthouse Video Surveillance has conducted work on this project without charge (invested man hours, resources and materials) in attempts to show good faith, gain your trust and earn business from our efforts. In addition, Lighthouse has invested time educating you on video security so that you may make the best decision for your business or organization. If it is determined that this project must be put out for bid and you would like to utilize our design, Lighthouse is willing to sell the design (ask representative for details if you would like to peruse this route).

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 1, 2023

Date submitted: 04/06/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider ratifying the City Manager's signature on Change Order Number 6 for the Public Safety Building Expansion Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

At its January 10, 2022 meeting, Council approved moving forward with the Public Safety Building Expansion and Renovation Project with its Construction Manager-at-Risk, CORE Construction. The expansion of that building has now been completed with some work remaining in the renovation portion of its contract.

During the development of this project, over \$9 million in expansion and renovation needs were identified. However, the project had to be scaled back to \$5.5 Million in construction. The items not contracted out at that time were going to need to be completed at a later stage.

As this project winds to a close, the Friendswood Police Department has identified funds out of its operating funds that may be used towards some of the additional renovation needs that were originally left out of the project.

CORE Construction has proposed a change order in the amount of \$238,218 to perform work such as the replacement of carpet, vinyl wall coverings, painting, the replacement of ceiling tile, and replacement of a lighting protection system for the building. This change order will bring the final amount of the project to \$5,846,943.00, inclusive of previous change orders.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This Change Order will result in additional work to be completed at the Public Safety Building by CORE Construction. CORE will utilize its trade partners to perform the job.

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. 00760M Change Order #6
2. Certificate of Insurance Exp 03-01-2024
3. CORE - Form 1295
4. Government Code Verification Form

CHANGE ORDER

CHANGE ORDER No.: CO #6

PROJECT NAME: Public Safety Building Expansion

PROJECT NUMBER: GO1518CONST

TO: CORE Construction Services of TX, Inc.

Attn: Sarah Norman
6320 Research Road
Frisco, TX 75033

Proposed Change:	Add	Deduct
Lightning Protection Installation – Existing & Addition	\$238,218.00	
Existing Building Changes – Carpet, Paint & Vinyl Installation		
Existing Build FMO Changes – Carpet & Paint		
Existing Building – Ceiling Grid & Tile		
Request For Time Change	84 Days	

Original Contract Amount: \$5,532,616.00

Original Contract Time: 400 days

Net Previous Change
Orders: \$76,109.00

Net Previous Time Changes: N/A

Total Contract Amount: \$5,608,725.00

Total Time Amount: 400 days

This Change Order Amount
Adds: \$238,218.00

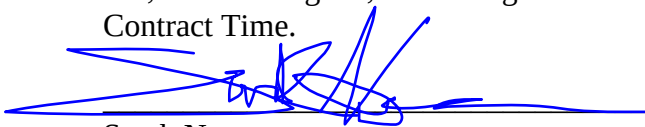
This Change Order Time Adds: 84 days

This Change Order Amount
Deducts: \$_____ This Change Order Time Deducts: _____

New Contract Amount: \$5,846,943.00

New Contract Time: 484 days

We, the undersigned, enter to agreement on the change of Contract Price and/or change in Contract Time.



Sarah Norman
CORE Construction Services of TX, Inc.

4/6/2023

Date



Morad Kabiri
City Manager
City of Friendswood

4/6/2023

Date

END OF DOCUMENT

00510-1



CHANGE ORDER REQUEST #9

CONTRACT: 22-01-001 CoFriendswood - Public Safety Expansion & Renovation

OWNER: City of Friendswood
910 South Friendswood Dr
Friendswood, TX 77546

CHANGE ORDER INFORMATION

Please Review the following change request(s) to this Contract:

COR#9 Owner Requested Changes

Details: Furnish and Install Labor and Material for the following:
Lightning Protection
Carpet and Rubber base in offices noted on drawings provide by 3.23.2023.
Remove Vinyl, TFF Corridors per drawings 3.23.2023
Patch and Paint Offices, Vinyl, Paint Corridors and add trim at top of Vinyl.
Replace Existing Grid and ACT tile in existing offices per drawing 3.23.2023.

NOTE - No New Light Fixtures are included in this proposal

ITEM #	DESCRIPTION	CONTRACT CHANGE
6	COR #2- Lighting Protection	\$238,218.00
Total:		\$238,218.00

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was.....	\$5,532,616.00
The net change by previously authorized Change Orders was.....	\$76,109.00
The Contract Sum prior to this Change Order Request was.....	\$5,608,725.00
The Contract Sum will be increased by this Change Order Request.....	\$238,218.00
The new Contract Sum will be.....	\$5,846,943.00
The Contract Time will be increased by days	
New Completion Date:	

AUTHORIZED BY OWNER

City of Friendswood
910 South Friendswood Dr
Friendswood, TX 77546

AUTHORIZED BY CONTRACTOR

CORE Construction Services of TX, Inc.
6320 Research Rd.
Frisco, TX 75033

Printed name _____

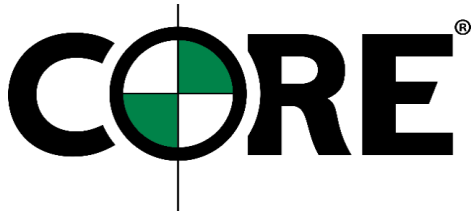
Signature _____

Date: _____

Printed name Sarah R Norman

Signature 

Date: 4.6.2023



City of Friendswood - Owner Requested Pricing Existing Building Changes

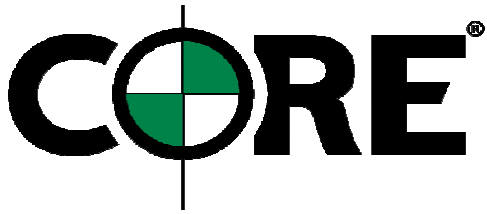
March 31, 2023

Scope of Work		Cost
1	Replace Carpet and Base	\$ 12,000
2	Remove Vinyl, TFF drywall	\$ 6,060
3	Patch Existing Offices	\$ 2,270
4	Paint and Vinyl Install	\$ 59,900
5	Add trim at top of Vinyl	\$ 14,400
SUBTOTAL		\$ 94,630
CORE Fee and OH		\$ 14,195
TOTAL		\$ 108,825

15%

NOTE: Cost good for 15 days. All work to be performed during regular work hours.

Sarah R Norman
Project Executive



City of Friendswood - CO #9 - Owner Requested Changes GC/GR

Scope of Work		Cost
1	Superintendent - 12 weeks total of 480hr - \$94.00/HR	\$ 45,000
2	General Requirements	\$ 29,600
TOTAL		\$ 74,600

General Requirement Estimate

Mis Jobsite Material	\$ 10,000.00
General Clean up	\$ 10,000.00
Dumpsters	\$ 6,600.00
Procore/Tectural/Stuction Site Fee	\$ 500.00
Final Clean	\$ 2,500.00
SUBTOTAL	\$ 29,600.00

NOTE: Cost good for 15 days. All work to be performed during regular work hours.

Sarah R Norman
Project Executive

CHANGE ORDER

Page 1 of 1

Phone: (713) 690-7390

Fax: (713) 690-7361

Dobbins Floor Covering, Inc.

2224 Hoskins Dr. Houston, TX 77080

Submitted To:	CORE	Attn:
Job Name:	FRIENDSWOOD PUBLIC SAFETY	Date: 03/29/23
Job Address:	FRIENDSWOOD, TX	Fax #:

We hereby submit the following:

<u>Item</u>	<u>QTY</u>	<u>Cost</u>	<u>Total</u>	
CLOUDED AREA				
VT01	600 SQFT @	\$6.70 =	4,020.00	
CPT01	270 SY @	\$45.50 =	12,285.00	
RB02	840 LNFT @	\$1.75 =	1,470.00	
REDUCER	8 EA @	\$45.00 =	360.00	
PREP	10 BG @	\$45.00 =	450.00	ESTIMATE BILLED AT \$45/BAG USED
CARPET DEMO	1 EA @	\$550.00 =	550.00	EXCLUDES DUMPSTER - PROVIDED BY GC
FURNITURE MOVE	1 EA @	\$1,000.00 =	1,000.00	
TOTAL CLOUDED AREA			20,135.00	
NON CLOUDED AREA				
CPT01	210 SY @	\$45.50 =	9,555.00	
RB01	600 LNFT @	\$1.75 =	1,050.00	
REDUCER	6 EA @	\$45.00 =	270.00	
PREP	5 BG @	\$45.00 =	225.00	ESTIMATE BILLED AT \$45/BAG USED
CARPET DEMO	1 EA @	\$300.00 =	300.00	EXCLUDES DUMPSTER - PROVIDED BY GC
FURNITURE MOVE	1 EA @	\$600.00 =	600.00	
TOTAL NON CLOUDED AREA			12,000.00	
Subtotal			32,135.00	
Tax/materials			\$0.00	TAX EXCLUDED
Total			32,135.00	

PRICING EXPIRES 30 DAYS FROM DATE OF CHANGE ORDER

Respectfully submitted by	Amber Roberts
Acceptance of Proposal	
My signature authorizes Dobbins Floor Covering to proceed with the labor/materials listed above. I agree as an authorized agent of above company that the items listed have been billed for within the standard pricing guidelines used in the flooring industry and Dobbins Floor Covering will be compensated in full for all items listed above.	
Date of Acceptance _____	Signature _____

CHANGE ORDER



Date: 3/31/2023
ATTN: Sarah R. Norman/Ernest Pena
CORE Construction I Texas.
Project: Friendswood Public Safety Building
Project Location: 1600 Whitaker Dr, Friendswood, TX 77546

CO # PSB

Scope of Work:

Description	Qty S/F	LF	Labor Hour	Labor Cost	Material Equipment	TOTAL
● New grid and tile	960	0	32	\$ 1,536	\$ 5,420	\$ 6,956
● Remove VWC & Skim walls	5,300		160	\$ 5,300	\$ 760	\$ 6,060
● Patch Existing 25 Rooms	25		96	\$ 3,700	\$ 320	\$ 4,020
● Fry reglet trim WCTF125-217 for 4' Vinyl(Installation & tape float walls)		1300	140	\$ 5,300	\$ 9,100	\$ 14,400
● Demo of the old ceiling grid and tile	960				\$ 1,760	\$ 1,760
●						\$ -
●						\$ -
●						\$ -

Subtotal	\$ 33,196.00
OH 15%	\$ -
CO Total	\$ 33,196.00

Exclusions:

Sales Tax, MEP Work, Dumpsters, Overtime **All Items Not Specified Above.**

Approved By

Signature: _____

Printed Name:

Title:

Date:



10620 Rockley Rd.
Houston, TX 77099
P. 713-218-7778
F. 713-218-7494
www.VarmonDrywall.com

QUOTE

Date: 3/29/2023
ATTN: Cade Simmons
Project: Core Construction
Project Location: Friendswood PSB Changes 3.23.23
1600 Whitaker Dr. Friendswood TX 77546

CHANGE ORDER:

•	Blue Walls	New Paint Blue Walls	\$	9,100.00
		Furnish and Install Commerical Vinyl Wallcovering \$ 20.00 yd material at Red walls up to four Feet, Paint		
•	Red Walls	Scuff X Above.	\$	28,900.00
		Furnish and Install Commerical Vinyl Wallcovering \$ 20.00 yd material up to four feet.		
•	Green Walls		\$	18,000.00
•	Orange Walls	Paint Walls with Scuff X	\$	4,800.00
•	Yellow Walls	Paint Walls with Scuff X	\$	3,200.00

Total: _____

Scope of Work:

- Prime / Paint Walls as per Plans.
- F & I Comm. Vinyl Wallcovering at Existing Corridor Walls using \$ 20.00 yd materials per Plans.

TO EXCLUDE

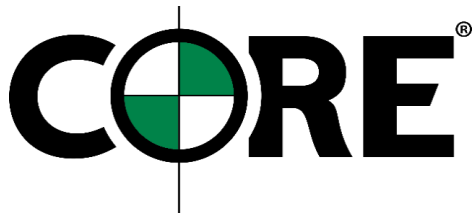
Sale Tax, MEP Work, Dumpster, Overtime, **All Items Not Specified Above.**

Approved by:

Signature _____

Printed Name _____

Title _____



City of Friendswood - Owner Requested Pricing Existing Building FMO Changes

March 31, 2023

Scope of Work		Cost	
1	Replace Carpet and Base	\$ 20,135	
2	Paint walls	\$ 4,100	
3	Patch Existing Offices	\$ 1,750	
		SUBTOTAL	\$ 25,985
		CORE Fee and OH	\$ 3,898 15%
		TOTAL	\$ 29,883

NOTE: Cost good for 15 days. All work to be performed during regular work hours.

Sarah R Norman
Project Executive

CHANGE ORDER

Page 1 of 1

Phone: (713) 690-7390

Fax: (713) 690-7361

Dobbins Floor Covering, Inc.

2224 Hoskins Dr. Houston, TX 77080

Submitted To:	CORE	Attn:
Job Name:	FRIENDSWOOD PUBLIC SAFETY	Date: 03/29/23
Job Address:	FRIENDSWOOD, TX	Fax #:

We hereby submit the following:

<u>Item</u>	<u>QTY</u>	<u>Cost</u>	<u>Total</u>	
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Subtotal			32,135.00	
Tax/materials			\$0.00	TAX EXCLUDED
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PRICING EXPIRES 30 DAYS FROM DATE OF CHANGE ORDER

Respectfully submitted by	Amber Roberts
Acceptance of Proposal	
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Date of Acceptance _____	Signature _____

CHANGE ORDER



Date: 3/31/2023
ATTN: Sarah R. Norman/Ernest Pena
CORE Construction I Texas.
Project: Friendswood Public Safety Building
Project Location: 1600 Whitaker Dr, Friendswood, TX 77546

CO # **PSB**

Scope of Work:

Description	Qty S/F	LF	Labor Hour	Labor Cost	Material Equipment	TOTAL
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●						\$ -
●						\$ -
●						\$ -

Subtotal	\$ 33,196.00
OH 15%	\$ -
CO Total	\$ 33,196.00

Exclusions:

Sales Tax, MEP Work, Dumpsters, Overtime **All Items Not Specified Above.**

Approved By

Signature: _____

Printed Name:

Title:

Date:



10620 Rockley Rd.
Houston, TX 77099
P. 713-218-7778
F. 713-218-7494
www.VarmonDrywall.com

QUOTE

Date: 3/29/2023
ATTN: Cade Simmons
Project: Core Construction
Project Location: Friendswood PSB Changes 3.23.23
1600 Whitaker Dr. Friendswood TX 77546

CHANGE ORDER:

• Blue Walls	New Paint Blue Walls	\$	9,100.00
	Furnish and Install Commerical Vinyl Wallcovering \$ 20.00 yd material at Red walls up to four Feet, Paint		
• Red Walls	Scuff X Above.	\$	28,900.00
	Furnish and Install Commerical Vinyl Wallcovering \$ 20.00 yd material up to four feet.		
• Green Walls		\$	18,000.00
• Orange Walls	Paint Walls with Scuff X	\$	4,800.00
• Yellow Walls	Paint Walls with Scuff X	\$	3,200.00

Total: _____

Scope of Work:

- Prime / Paint Walls as per Plans.
- F & I Comm. Vinyl Wallcovering at Existing Corridor Walls using \$ 20.00 yd materials per Plans.

TO EXCLUDE

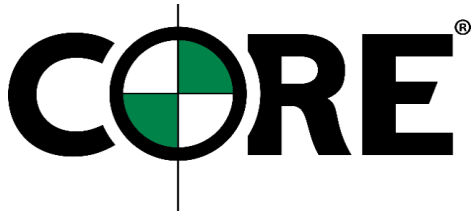
Sale Tax, MEP Work, Dumpster, Overtime, **All Items Not Specified Above.**

Approved by:

Signature _____

Printed Name _____

Title _____



City of Friendswood - Owner Requested Pricing Existing Building Ceiling Tile

March 31, 2023

Scope of Work		Cost	
1	Remove Existing Ceiling Tile	\$	1,760
2	New Ceiling Grid and Tile	\$	6,956
		SUBTOTAL	\$ 8,716
		CORE Fee and OH	\$ 1,307
		TOTAL	\$ 10,023

15%

NOTE: Cost good for 15 days. All work to be performed during regular work hours.

Sarah R Norman
Project Executive

CHANGE ORDER



Date: 3/31/2023
ATTN: Sarah R. Norman/Ernest Pena
CORE Construction I Texas.
Project: Friendswood Public Safety Building
Project Location: 1600 Whitaker Dr, Friendswood, TX 77546

CO # PSB

Scope of Work:

Description	Qty S/F	LF	Labor Hour	Labor Cost	Material Equipment	TOTAL
● New grid and tile	960	0	32	\$ 1,536	\$ 5,420	\$ 6,956
● Remove VWC & Skim walls	5,300		160	\$ 5,300	\$ 760	\$ 6,060
● Patch Existing 25 Rooms	25		96	\$ 3,700	\$ 320	\$ 4,020
● Fry reglet trim WCTF125-217 for 4' Vinyl(Installation & tape float walls)		1300	140	\$ 5,300	\$ 9,100	\$ 14,400
● Demo of the old ceiling grid and tile	960				\$ 1,760	\$ 1,760
●						\$ -
●						\$ -
●						\$ -

Subtotal	\$ 33,196.00
OH 15%	\$ -
CO Total	\$ 33,196.00

Exclusions:

Sales Tax, MEP Work, Dumpsters, Overtime **All Items Not Specified Above.**

Approved By

Signature: _____

Printed Name:

Title:

Date:



6320 Research Rd.
Frisco, TX 75033
Ph.972-668-9340

CHANGE ORDER REQUEST #9

CONTRACT: 22-01-001 CoFriendswood - Public Safety Expansion & Renovation

OWNER: City of Friendswood
910 South Friendswood Dr
Friendswood, TX 77546

CHANGE ORDER INFORMATION

Please Review the following change request(s) to this Contract:

COR#9 Lighting Protection

Details: Add for lightning protection for Existing and Addition

ITEM #	DESCRIPTION	CONTRACT CHANGE
6	COR #2- Lighting Protection	\$14,887.00
Total:		\$14,887.00

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was.....	\$5,532,616.00
The net change by previously authorized Change Orders was.....	\$76,109.00
The Contract Sum prior to this Change Order Request was.....	\$5,608,725.00
The Contract Sum will be increased by this Change Order Request.....	\$14,887.00
The new Contract Sum will be.....	\$5,623,612.00
The Contract Time will be increased by days	
New Completion Date:	

AUTHORIZED BY OWNER
City of Friendswood
910 South Friendswood Dr
Friendswood, TX 77546

AUTHORIZED BY CONTRACTOR
CORE Construction Services of TX, Inc.
6320 Research Rd.
Frisco, TX 75033

The remaining \$26,236 of
the lightning protection cost
is funded from owner
contingency.

Printed name _____

Signature Hailee Medwedoff

Date: 04/03/2023

Printed name _____

Signature _____

Date: _____

QUOTATION #202301-219-A2

DATE: 2/7/2023
PROJECT: Friendswood Police Department – Friendswood, TX
SCOPE: LIGHTNING PROTECTION - LABOR AND MATERIALS

SALESPERSON: Jay V
ESTIMATOR: Jerrick J.

ACCEPT

☐	LIGHTNING PROTECTION	\$18,314.19
☐	UL CERTIFICATION	\$1,500.00

SYSTEM DESCRIPTION, SCOPE, AND NOTES

This quotation and all other information contained within shall become part of the contract if VFC is awarded this project. All **Labor and Materials** for complete installation. System to be installed by or under the supervision of an LPI Certified Master Installer, who is also listed with UL to install Lightning Protection Systems. Sales Tax is included, where applicable. Quotation as per VFC's Standard Terms and Conditions. Payment and Performance Bond is not included.

LIGHTNING PROTECTION INCLUSIONS:

- Quotation based on a complete, aluminum/copper, exposed/semi-concealed Lightning Protection System for the Friendswood Police Department, as per UL 96A and NFPA 780.
- Downleads are to be ran exposed in PVC conduit. Providing and installing conduit is included.
- System terminates at through-roof connection.

LIGHTNING PROTECTION EXCLUSIONS:

- As required by UL 96A, a Surge Protection Device at the power service entrance specifically rated to UL 1449 3rd Edition is not included. Unless a compliant SPD is covered elsewhere, VFC's unit may be required for certification. **Add \$500 to Total Price to include VFC's Surge Protection Device.** Its breaker and installation is not included.
- Although appropriate grounding for the Lightning Protection System is included, **ground ring and/or other facility grounding systems are not included.**
- Cutting/patching, core-drilling, saw-cutting, fireproofing, and removal/replacement of asphalt, concrete and landscaping is not included.

QUOTATION #202301-220-A2

DATE: 2/7/2023
PROJECT: Friendswood Police Department New Addition – Friendswood,
TX
SCOPE: LIGHTNING PROTECTION - LABOR AND MATERIALS

SALESPERSON: Jay V
ESTIMATOR: Jerrick J.

ACCEPT

- | | |
|---|--------------------|
| ☐ LIGHTNING PROTECTION | \$10,087.35 |
| ☐ UL CERTIFICATION | \$1,500.00 |

SYSTEM DESCRIPTION, SCOPE, AND NOTES

This quotation and all other information contained within shall become part of the contract if VFC is awarded this project. All **Labor and Materials** for complete installation. System to be installed by or under the supervision of an LPI Certified Master Installer, who is also listed with UL to install Lightning Protection Systems. Sales Tax is included, where applicable. Quotation as per VFC's Standard Terms and Conditions. Payment and Performance Bond is not included.

LIGHTNING PROTECTION INCLUSIONS:

- Quotation based on a complete, aluminum/copper, exposed/semi-concealed Lightning Protection System for the Friendswood Police Department New Addition, as per UL 96A and NFPA 780.
- Downleads are to be ran exposed in PVC conduit. Providing and installing conduit is included.
- System terminates at through-roof connection.

LIGHTNING PROTECTION EXCLUSIONS:

- As required by UL 96A, a Surge Protection Device at the power service entrance specifically rated to UL 1449 3rd Edition is not included. Unless a compliant SPD is covered elsewhere, VFC's unit may be required for certification. **Add \$500 to Total Price to include VFC's Surge Protection Device.** Its breaker and installation is not included.
- Although appropriate grounding for the Lightning Protection System is included, **ground ring and/or other facility grounding systems are not included.**
- Cutting/patching, core-drilling, saw-cutting, fireproofing, and removal/replacement of asphalt, concrete and landscaping is not included.



ROOFING
SHEET METAL
WATERPROOFING

Project: Friendswood Public Safety Building – Expansion & Renovation
1600 Whitaker Dr.
Friendswood, TX 77546

Date: 06/16/2022

Strategic Roofing Solutions proposes to do the following work:

PVC Lightning Protection Pads

- Furnish & install 60 mil. PVC membrane ("white") lightning protection pads heat welded to field membrane. 228 Pcs.
- Furnish & install 60 mil. PVC membrane ("white") to flash 8 lightning protection penetration at the field of the roof.

Total Cost:

\$5,858.00 (Taxes Excluded)

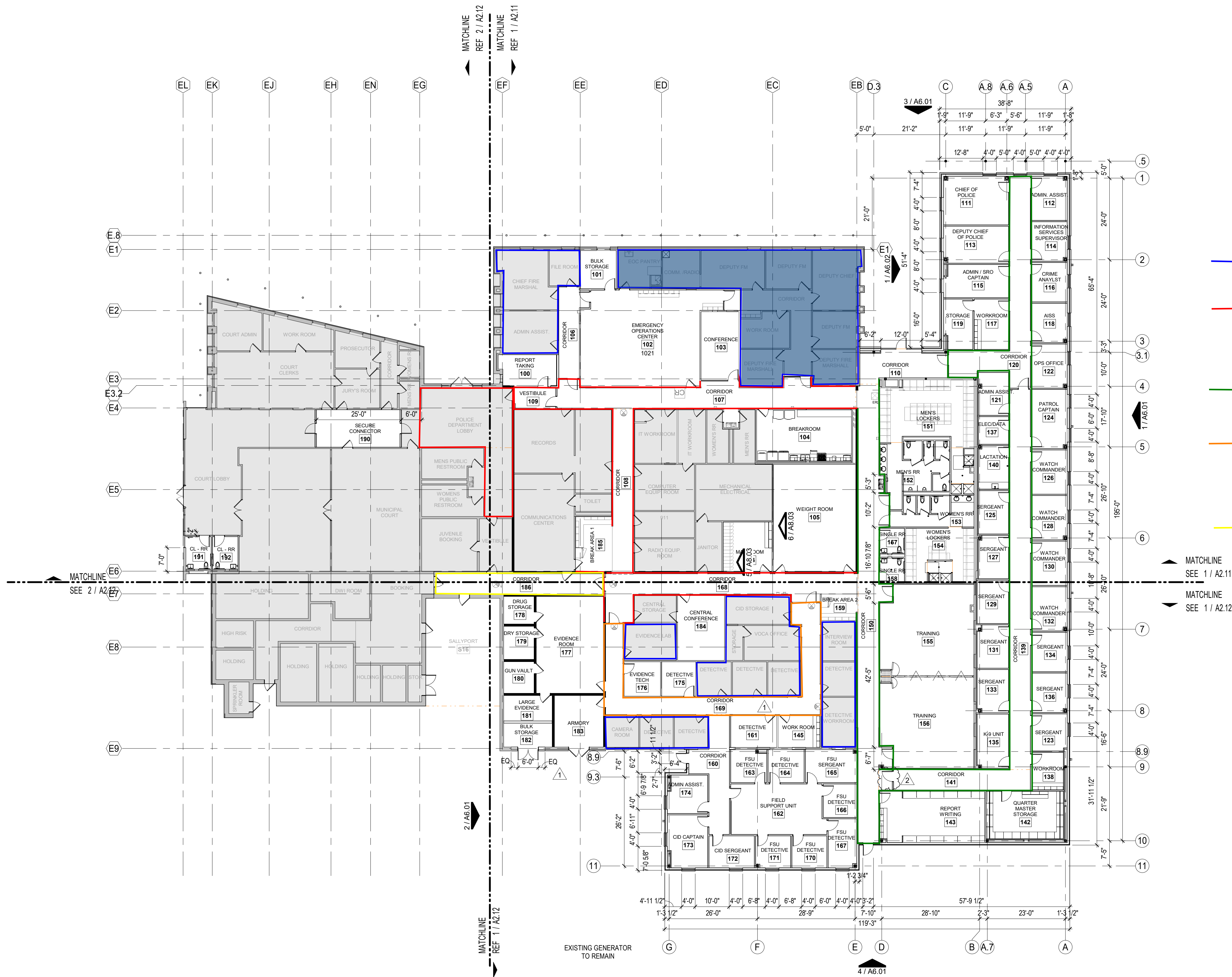
(Five Thousand Eight Hundred Fifty-Eight Dollars)

Price valid for 45 days.

Thanks,

A handwritten signature in red ink, appearing to read 'Miguel A. Corrales', is written over a light blue grid background.

Miguel A. Corrales



CLIENT



CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546
T 281 996 3200

ARCHITECT



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

CONSULTANT

REGISTRATION
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DRAWING HISTORY

NO.	DATE	DESCRIPTION
1	11/18/2021	ADDENDUM 1
2	04/27/2022	PR 003

PROJECT NAME
FRIENDSWOOD
PUBLIC SAFETY
BUILDING

PROJECT LOCATION
1600 WHITAKER DR.
FRIENDSWOOD,
TEXAS 77546

PROJECT NUMBER
1005510

PROJECT STATUS
100%CONSTRUCTION
DOCUMENT
DATE OF ISSUE
2021.10.20

SHEET TITLE
OVERALL FLOOR
PLAN

SHEET NUMBER

A2.10



GENERAL PLAN NOTES

1. ROOM AND DOOR REFERENCE NUMBERS ARE FOR CONSTRUCTION COORDINATION ONLY. CONTRACTOR SHALL COORDINATE WITH OWNER FOR FINAL ROOM & DOOR IDENTIFICATION.
2. DO NOT SCALE DIMENSIONS FROM DRAWINGS, ANY UNKNOWN DIMENSION SHALL BE OBTAINED FROM DESIGN PROFESSIONALS VIA REQUEST FOR INFORMATION (RFI).
3. ALL DIMENSIONS ARE TO FACE OF STUD, GRID LINES AND FACE OF MASONRY INFILL WALL U.N.O. ALL DIMENSIONS TO EXISTING WALLS ARE TO FACE OF WALL ASSEMBLY U.N.O.
4. ALL 36" WIDE INTERIOR SWING DOORS SHALL BE LOCATED 2'-0" FROM CENTER OF DOOR TO PERPENDICULAR SURFACE OF ADJACENT WALL AT DOOR JAMB U.N.O.
5. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
6. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION BEFORE EXECUTION OF WORK.
7. REFER TO WALL TYPE SCHEDULE FOR ADDITIONAL INFORMATION.
8. ALL SHAFTS PENETRATING SLAB SHALL BE RATED 2HR.
9. CONTRACTOR SHALL FIELD COORDINATE LOCATION, SIZE AND TYPE OF BLOCKING FOR INSTALLATION OF SIGNAGE, PLUMBING FIXTURES, MILLWORK, ETC. ALL CONCEALED WOOD SHALL BE FIRE RETARDANT TREATED (F.R.T.).
10. PROVIDE IN-WALL REINFORCEMENT FOR ALL WALL MOUNTED FURNITURE AND EQUIPMENT AS REQUIRED.

PLAN GRAPHICS LEGEND



= Remove Existing Carpet and Replace with CT-01 and RB-02

= Remove Existing Carpet and Replace with VT01 and RB-01

FLOOR PLAN - OVERALL 1/16" = 1'-0" 1

CLIENT



CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DR.
FRIENDSWOOD, TX 77546
T 281 996 3200

ARCHITECT



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3131 Briarpark Dr.
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CONSULTANT

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DRAWING HISTORY

NO.	DATE	DESCRIPTION
1	11/18/2021	ADDENDUM 1
2	04/27/2022	PR 003

PROJECT NAME

FRIENDSWOOD
PUBLIC SAFETY
BUILDING

PROJECT LOCATION

1600 WHITAKER DR.
FRIENDSWOOD,
TEXAS 77546

PROJECT NUMBER

1005510

PROJECT STATUS

100%CONSTRUCTION
DOCUMENT
DATE OF ISSUE

2021.10.20

SHEET TITLE

OVERALL FLOOR
PLAN

SHEET NUMBER

A2.10

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 1, 2023

Date submitted: 03/23/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the GC Ortho, LLC, Utility Improvements Project and the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

GC Ortho, LLC, has constructed approximately 116 L.F. of 2" sanitary force main and appurtenances crossing the FM 518 TxDOT roadway at 108 S. Friendswood Dr. The sanitary force main provides sewer service to the site.

City Staff has inspected the sanitary force main and has found it to be built in compliance with City specifications.

The City has received a one-year maintenance bond from the contractor, Pinnacle Construction Industries, Inc., to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Letter of Acceptance 108 N Friendswood Drive-GC Ortho
2. Warranty Bond



Thursday, March 2, 2023

Jildardo Arias, PE, CFM

Director of Engineering
City Engineer
City of Friendswood
P: 281.996.3312

Re. 108 N Friendswood Drive-GC Ortho

On behalf of *GC Ortho, LLC* we request acceptance of the sanitary sewer manhole installed in State Highway 518's ROW by the City of Friendswood for the above referenced project at the next available Council meeting.

We also request commencement of the one-year (warranty) acceptance period of the facilities; and, at the end of such time, acceptance of same into the City's maintenance system.

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

Thank you for your attention to this request.

Respectfully,

A handwritten signature in blue ink, appearing to read "Scott R. Sheridan".

Scott R. Sheridan, P.E., R.P.L.S., CFM

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 1, 2023

Date submitted: 04/20/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the 1 Parkside Drive (formerly known as 1 Hatcher Lane) Waterline Improvements Project and the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Sterling Builders contracted with David Wight Construction Company, LTD., to construct a new waterline and appurtenances at 1 Parkside Drive (formerly known as 1 Hatcher Lane) for its development.

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

The City has received a one-year maintenance bond from the contractor, David Wight Construction Company, LTD., to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Certificate of Final Completion
2. 1 Parkside Maintenance Bond

CERTIFICATE OF FINAL COMPLETION

STATE OF TEXAS

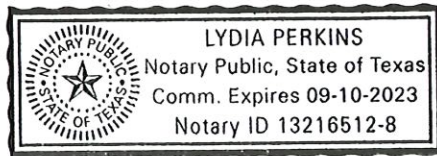
COUNTY OF Brazoria

I, the undersigned, David Wight, President, David Wight Construction Co., LTD.,
under its contract dated March 29, 2022, with Sterling Builders
for the construction of Water, Sanitary Sewer, Storm Sewer
and Paving for 1 Hatcher Lane do hereby certify under oath that all just claims and
bills within the knowledge of affiant for labor, materials, equipment and damages under
this contract have been paid in full by the contractor.

DS 4p

Contractor

Subscribed and sworn to before me, the undersigned authority, this 3rd
day of February, 2023.



Lydia Perkins
Notary Public in and for

Brazoria County, Texas

My commission expires September 10, 2023.

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 1, 2023

Date submitted: 04/20/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider rejecting all bids received for the Demolition and Removal Services Contract for Frenchman's Creek (Bid No. 2023-03).

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On March 29, 2023, the City published Bid No. 2023-03 Demolition and Removal Services Frenchman's Creek. Two sealed bids were received on April, 14, 2023. However, under the Community Development Block Grant-Disaster Recovery Program, the City must comply with local, state, and federal purchasing laws and regulations, including those pertaining to Historically Underutilized Businesses, and Section 3 of the Housing and Urban Development Act of 1968, as amended. In reviewing the bids, the City was unable to confirm all requirements were satisfied. Therefore, the City is rebidding the project.

The new bid package is now out for bid and staff is anticipating presenting a demolition and removal services contract to City Council at its meeting on June 5th.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends rejecting all bids for this item.

ATTACHMENTS

1. 2023-03 Bid Specifications - Demolition Removal Services - Frenchmans Creek
2. BID OPENING 2023-03



TM

**CITY OF FRIENDSWOOD, TEXAS
INVITATION TO BID NO. 2023-03
DEMOLITION & REMOVAL SERVICES – FRENCHMAN'S CREEK**

BID INFORMATION:

Issue date: Wednesday, March 29, 2023
Closing date & time: Friday, April 14, 2023, at 2:00 P.M.

RETURN BIDS TO:

City Secretary's Office
Friendswood City Hall
910 S. Friendswood Drive
Friendswood, Texas 77546

FOR INFORMATION CONTACT:

Jeffrey R. Spears
Purchasing Coordinator
910 S. Friendswood Drive
Friendswood, Texas 77546
281-996-3274
jspears@friendswood.com
www.ci.friendswood.tx.us



**CITY OF FRIENDSWOOD, TEXAS
NOTICE OF INVITATION TO BID NO. 2023-03
DEMOLITION & REMOVAL SERVICES**

Sealed Competitive Bids shall be submitted via two (2) electronic copies, each copy on one flash drive or CD. Each copy must match identically and must include the signature of a person with the authority to bind the contractor into a contract. All submitted materials must be clearly marked with "**BID NO. 2023-03**", along with the name of the contractor and addressed to the City of Friendswood, Attn: City Secretary. Said submissions are to be received at Friendswood City Hall, City Secretary's Office, 910 S. Friendswood Dr., Friendswood, TX, 77546 on or before **2:00 P.M., FRIDAY, APRIL 14, 2023**, at which time the bids will be opened and read aloud.

The City of Friendswood (the "City") reserves the right to reject any or all bid and to waive any informality in the bids received. The contract, if any, will be awarded to the lowest responsible bidder. The City pays for goods and services according to the provisions of Chapter 2251 of the Government Code.

This project is federally funded by a Community Development Block Grant. Attention is called to the fact that the successful bidder must comply with:

- Paying not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Department of Labor H.U.D. and contained in the contract documents.
- Ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, age or national origin.
- Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders.

Specifications and related information may be downloaded from the City's website at <https://www.ci.friendswood.tx.us/Bids.aspx> or may be reviewed/inspected during regular business hours in the City Secretary's Office, City Hall, 910 South Friendswood Drive, Friendswood, TX 77546.

A bid guarantee in the form of a bidder's bond, certified check or a cashier's check made out to "City of Friendswood" in an amount equal to ten percent (10%) of the greatest amount bid must accompany each submission. BIDS THAT DO NOT HAVE THE ACCOMPANYING BID GUARANTEE WILL BE RETURNED TO THE BIDDER. For contracts in excess of \$25,000, payment, performance, and maintenance bonds along with a bid guarantee are required by the City.

A **Non-Mandatory Site Visit** is scheduled for **TUESDAY, APRIL 11, 2023**, at **10:00 A.M.**, at Frenchman's Creek Townhomes, 100 block of Moss Point Drive, Friendswood, TX 77546.

Please submit all questions in writing to jspears@friendswood.com no later than, **5:00 P.M., TUESDAY, APRIL 11, 2023**.

For additional information, please contact Jeffery R. Spears, Purchasing Coordinator via email at jspears@friendswood.com.

/S/Leticia Brysch, City Secretary

INVITATION TO BID NO. 2022-14
CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER
BID SUBMISSION REQUIREMENTS

The City of Friendswood (the "City") invites the submission of bids from experienced and qualified demolition contractors to provide demolition and removal services for two buildings containing four townhomes each and adjacent property. Such demolition and removal services include, but are not limited to: site demolition, excavation and fill, erosion and sedimentation control, capping utilities, and removal services.

Delivery of Bids.

Sealed Competitive Bids shall be submitted via two (2) electronic copies, each copy on one flash drive or CD. Each flash drive/CD must contain only one (1) file in PDF format and must match identically. The bid submission shall contain the following, in the following order:

- Completed Bid, including:
 - the Bidder Information,
 - Bidder Responses,
 - Bid Form, and
 - Bid Certification
- Completed and signed Attachments, including:
 - Attachment A – Demolition Agreement
 - Attach proof of insurance as required in the Demolition Agreement or indicate that such insurance will be provided if Bidder is chosen as a Successful Bidder.
 - Attachment B - Certificate of Compliance with Texas Family Code 231.006 Regarding Payment of Child Support
 - Attachment C - Federal Procurement Requirements
 - Attachment D - Certification of Compliance with Federal Standards & Requirements
 - Attachment E - Certification Regarding Lobbying (Required for each Contract Exceeding \$100,000)
 - Attachment F - US Department of Housing and Urban Development § 135.38 Section 3 Clause
 - Attachment G– City of Friendswood Verification Form
 - Attachment H - a completed 1295 Form with the Ethics Commission
 - Attachment I - Conflict of Interest Form
 - Attachment J – Payment Bond (to be completed within 10 days of notice of award)
 - Attachment K – Performance Bond (to be completed within 10 days of notice of award)

BIDS THAT ARE NOT SUBMITTED IN A SEALED ENVELOPE OR CONTAINER WILL NOT BE CONSIDERED. ELECTRONIC OR FACSIMILE BIDS WILL NOT BE ACCEPTED. INCOMPLETE BIDS WILL NOT BE CONSIDERED.

Signing Bids. The PDF files must include the ink signature of a person with the authority to bind the bidder into a contract. All submitted materials must be enclosed into one sealed envelope that is clearly marked with the following title "BID NO. 2023-03, DEMOLITION & REMOVAL SERVICES – FRENCHMAN'S CREEK" and must contain the name of the company.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), Historically Underutilized Businesses (HUB), and HUD Section 3 Business Concerns are encouraged to submit.

BIDS MUST BE RECEIVED BY THE CITY SECRETARY'S OFFICE OF THE CITY OF FRIENDSWOOD, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS 77546, NO LATER THAN 2:00 P.M. ON FRIDAY, APRIL 14, 2023. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE AND WILL BE RETURNED UNOPENED. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THE BIDS ARE RECEIVED BY THE CITY SECRETARY'S OFFICE.

Opening Bids.

Bids will be publicly opened and read at the Friendswood City Council Chambers located at 910 S. Friendswood Drive, on **Friday, April 14, 2023, at 2:00 p.m.**

Right to Reject Bids/Waive Irregularities. The City reserves the right to reject any or all bids and waive any or all irregularities or to proceed otherwise when in the best interest of the City.

Length of Bid. Bids shall be valid for a period of ninety (90) days from the date bids are opened and read, and for the duration of the contract term and any renewals thereof.

Withdrawal of Bids.

A bidder may withdraw his proposal providing the request, in writing, is in the hands of the Purchasing Coordinator by the time set for opening proposals. When such proposal is reached, it will be returned unopened to the bidder.

Bid Guarantee.

No proposal shall be considered unless accompanied by a bid bond, certified check, or cashier's check of the character and amount stated in the Notice of Invitation to Bid. All forms of guarantee shall be made payable to "City of Friendswood." The bid guarantee of unsuccessful bidders will be returned following action by the City on the award of the contract and to the successful bidder within 48 hours following execution of contract and bonds, as required. In case the successful bidder fails to file such contract and bonds, the amount of his bid guarantee shall be forfeited to the City of Friendswood as liquidated damages.

Bidders' Responsibility.

Bidders are required to inform themselves of the conditions under which the work is to be performed and all other factor that might affect the manner or method of work. The City does not make any representations as to the conditions under which the work is to be performed. Any information provided by the City, including, but not limited to geotechnical information, shall be for the Bidders' convenience only and the City does not guarantee the accuracy or correctness of any information so provided. The Bidder, if awarded the contract, shall not be allowed any extra compensation by reason of any conditions under which the work is to be performed or any other factor that might affect the manner or method of work. Bidders are also required to verify bid quantities and notify the Purchasing Coordinator in writing of any discrepancies.

Award of Contract.

Before award of any contract can be approved, the City of Friendswood shall be satisfied that the bidder involved: (1) maintains a permanent place of business; (2) has adequate plant and equipment to do the

work properly and expeditiously; (3) has a suitable financial status to meet obligations incident to the work; (4) has appropriate technical experience, (5) can submit a satisfactory performance record, and (6) consistently maintains experienced on-site supervisory staff during construction. The award, if made, will be made to the lowest responsible bidder as determined by the City Council.

Execution of Contract Documents.

The Contractor shall complete execution of contract documents, including all bonds and insurance, within 15 days after the award of contract by the City Council.

Execution of Bonds.

The Contractor will be required to execute performance and payment bonds, the amount of each not to be less than the contract price, with good and sufficient sureties on a form satisfactory to the City. The surety must designate an agent resident in Harris or Galveston County to whom notice may be delivered and service of process may be had. The surety company must be authorized and admitted to write surety bonds in the State of Texas. If the amount of the bond exceeds \$100,000 the surety must:

- ❑ hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or:
- ❑ have obtained reinsurance of any liability in excess of \$100,000 from a re-insurer that is authorized and admitted as a re-insurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety as re-insurer on obligations permitted under federal laws.

Commencement of Work.

After contract documents and performance and payment bonds have been executed by all concerned parties, the City shall issue a notice to proceed to the Contractor stating the effective date to begin work.

Equal Opportunity Employment.

All qualified applicants of a contractor or subcontractor will receive consideration of employment without regard to race, color, religion, sex, age, handicap or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

Sales Tax Exemption.

The City is exempt from Texas sales and use tax as a political subdivision pursuant to Texas Tax Code §151.309. The City shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and accordingly, Contractor shall not collect Texas sales and use taxes from the City with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.311: (i) tangible personal property that will be incorporated into the City's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provisions for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to the City cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provisions regarding the exemption of Texas sales

and use taxes.

**INVITATION TO BID NO. 2023-03
CITY OF FRIENDSWOOD
DEMOLITION & REMOVAL SERVICES – FRENCHMAN'S CREEK**

BIDDER INFORMATION

1. Full Name of Applicant: _____
2. Name of Company: _____
3. Business Address: _____
City: _____ State: _____ Zip: _____
4. Primary Phone: _____ Secondary Phone: _____
5. Email Address: _____ Website: _____

BIDDER RESPONSES

6. Business Structure: (Check one, as applicable)
☐ Sole Proprietorship
☐ Partnership or Limited Partnership
List or Attach Partners:
☐ Limited Liability Company
List or Attach Members:
☐ Corporation
7. Identify the project manager who will be assigned to this Project if awarded?

8. How many years has your company been providing demolition and removal services in the Friendswood area?

9. Does your company have experience with government contracts and federal requirements contained in 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.?
☐ Yes ☐ No
10. Please include the names and telephone numbers of persons whom the City can contact for references regarding your company's past performance on similar projects

BID FORM

Please use form below or include equivalent pricing and fees breakdown in your submittal. Note that pricing breakdown to include profit, must be included as a part of the bid. Work performed under the contract would simply be charged at the proposed hourly rate (no breakdown), but again, the breakdown must be included due to 2 CFR 200.324(b). "Cost plus percentage of cost" type bids are prohibited.

Company Name:

City of Friendswood #:

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

Quantity numbers provided do not represent actual quantities, but are estimated.

Prices include disposal/recycling/tipping fees which will be borne by contractor.

Unit Cost Proposal

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	EXTENSION
Bid Item #1: Demolition of Residential Structure					
1-001	Demolish Two Residential Structures	Square Foot (SqFt)	17969		\$ -
Bid Item #2: Debris Removal from Private Residential Property					
2-001	Remove & Haul Vegetative Debris	Cubic Yard (CY)			\$ -
2-002	Remove & Haul Clean C&D Debris	Cubic Yard (CY)			\$ -
2-003	Remove & Haul RACM/LBP* C&D Debris	Cubic Yard (CY)			\$ -
2-004	Remove & Haul Inert Material - Silt/Sand/Dirt	Cubic Yard (CY)			\$ -
* Regulated Asbestos Containing Material/Lead-based Paint					
Bid Item #3: Utility Disconnect and Capping					
3-001	Sewer	Each - Unit	2		\$ -
3-002	Water	Each - Unit	2		\$ -
Bid Item #4: Erosion & Sedimentation Control					
4-001	Clean fill dirt	Cubic Yard (CY)			\$ -
4-002	Clean top soil	Cubic Yard (CY)			\$ -
4-003	Hydromulch	Square Foot (SqFt)			\$ -
4-004	Silt Fence	Linear Foot (LF)			\$ -
TOTAL BID					\$ -

BID CERTIFICATION

The undersigned certifies that (s)he is authorized to submit this Bid on behalf of the entity named below, and agrees to the following:

- Bidder will be able and willing to provide services as described in this ITB in compliance with all terms and conditions herein;
- If Bidder is a corporation, Bidder will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
- Bidder will be able and willing to comply with the insurance, indemnification, and federal requirements set out in this ITB;
- All statements made in this Bid submission are true and correct and Bidder understands that any false statements or failure to disclose required information may result in disqualification of this Bid from consideration.

Bidder Name: _____

By: _____
(Signature) (Date)

Printed Name: _____

Title: _____

BID SPECIFICATIONS

1. Scope of Services. The Successful Bidder (the "Contractor") will supply all labor, materials, and supervision necessary, including moving equipment and vehicles, to perform the following scope of services in compliance with U.S. Housing and Urban Development (HUD) Section 3:

The Contractor will be required to perform demolition services and removal of the structures, any outbuildings, basements, foundations, and site improvements, including but not limited to: retaining walls, paving, foundation, landscaping, concrete pads, sidewalk and driveways, fencing, mailboxes, signs, poles, porches, trash, waste, rubbish, rocks, debris, etc. on the following properties:

Frenchman's Creek Townhomes	
Building 4	Building 5
141, 142, 143, & 144 Moss Point Drive	151, 152, 153, & 154 Moss Point Drive
Friendswood, TX 77546	Friendswood, TX 77546

- 1.1 Demolition and Removal Services. Contractor shall provide all labor, material, equipment, and supervision to complete the work including, but not necessarily limited to the following:
 - a. Provide site utility investigation drawings to the City prior to commencing of work.
 - b. Provide layout as required for demolition operations.
 - c. Provide all special engineering, shoring, scaffolding and/or equipment required for demolition operations.
 - d. Protect all work which to remain.
 - e. Remove existing structures and slab to three (3) feet below grade.
 - f. Prior to structure demolition the contractor shall demolish, remove, salvage and make safe all electrical wiring.
 - g. Contractor is required to have a competent foreman on site every day and provide written documentation of review of safety for the days of operation.
 - h. Provide adequate manpower and/or overtime to meet construction schedule.
 - i. Contractor to provide dumpster for their scope of work and haul off all demolished materials.
 - j. Provide multiple mobilizations as required to complete scope of work as directed.
 - k. Protect all trees during demolition.
 - l. Obtain all permits as required.
 - m. Grade the site to drain, and fill using clean filler compacted and topped with four (4) inches of clean topsoil.
 - n. Cover site in hydromulch.
 - o. Provide any silt fence required to prevent erosion off site.
 - p. Cap all plumbing and sewer.
 - q. Providing fencing 100% around site during demolition.
- 1.2 Demolition Requirements:
 - a. No earth-disturbing activities shall commence until all permits are obtained and perimeter erosion control measures are in place.

- b. All demolition shall be closely coordinated with the City's representative regarding items to be removed, etc. including any and all tree preservation. Removal, relocation and/or disposal of any pre-existing on-site trash, debris or stockpiles shall be included in the total cost of demolition and shall be coordinated with the City's representative at all times.
 - c. Contractor shall use extreme caution to limit and not damage or destroy existing tree, roots, limbs or cause over compensation of the soils. Do not create low spots around trees. Discussion of trees to be left will take place with the awarded contractor prior to commencement of demolition.
 - d. Contractor shall comply with the fullest extent all regulations governing agencies regarding the demolition, removal, transportation and disposal of all demolition debris.
 - e. Disposal shall be at a Type I or Type I arid exempt (AE) Municipal Solid Waste (MSW) landfill as permitted by Texas Commission on Environmental Quality (TCEQ).
 - f. Contractor shall locate and remove all underground utility cables (electric, telephone, etc.) regardless of depth as part of the base bid.
 - g. Contractor shall locate and cap the water line(s) at the base of the driveway.
 - h. Contractor shall locate, extend to the surface, and cap the sewer line(s) to prevent inflow.
 - i. Contractor shall comply to the fullest extent with the latest OSHA standards for excavation and trenching procedures. Contractor shall use support systems, sloping, benching, etc. as necessary for these operations, and shall comply with all OSHA performance criteria.
 - j. Contractor shall be responsible for coordinating disconnection of all utilities serving the existing site with the appropriate utility company, and shall obtain approval from same to commence demolition activities. The City or their designee will initiate contact with the utility providers to expedite the disconnection of services.
 - k. Existing structure to be demolished and disposed of in accordance with the authority having jurisdiction. Where foundation structure is removed, backfill with clean fill compacted and covered with 4" of clean topsoil to adjacent grade free from irregular surface changes to ensure no standing water.
 - l. Contractor shall not bury, dispose, or leave any materials on site after completion of project.
 - m. Contractor shall comply with all demolition requirements contained in the Friendswood City Code, including, but not limited to, Sections 14-332, 14-333
2. Demolition Agreement. The Contractor shall submit with its invitation to bid an executed demolition agreement, which is attached hereto as Attachment A.
 3. State and Federal Requirements. The Contractor shall comply with all applicable state and federal requirements, including those specified in Attachments B – I and submit executed copies as required in the ITB.

Demolition and Removal Services Agreement

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

THIS DEMOLITION AND REMOVAL SERVICES AGREEMENT (the "Agreement") is entered into by and between the CITY OF FRIENDSWOOD, a municipal corporation located in Harris and Galveston Counties, Texas and _____, (the "CONTRACTOR") for the demolition of the structures to be demolished.

1. DEFINITIONS OF TERMS

For the purpose of this Agreement, the definitions set forth below shall govern unless it is apparent from the context that it has a different meaning.

- 1.01 CITY.
 Whenever the word *City* is used, it shall mean and be understood as referring to the City of Friendswood, Texas, its officers, agents, representatives, and employees.
- 1.02 CODE.
 The term *Code* shall mean the Code of Ordinances of the City of Friendswood, Texas, as amended to the effective date hereof, unless otherwise specified in this Agreement or in the Code.
- 1.03 CONTRACT DOCUMENTS.
 The *Contract Documents* shall consist of the Invitation to Bid and all attachments thereto, Bid Form, Bidder's Certification, Bid Specifications, this Agreement, Performance and Payment Bonds (when required), special bonds (when required), Addenda (if applicable), and Technical Specifications, and all modifications thereof incorporated in any of the documents before the execution of the Agreement.
- 1.04 CONTRACTOR.
 Whenever the word *CONTRACTOR* is used, it shall mean the person, persons, partnership, or corporation who has agreed to perform the Work embraced in these Contract Documents.
- 1.05 FINAL COMPLETION.
 The term *final completion* as used in this Agreement shall mean that all Work specified in a Work Order has been completed, all rubbish has been cleaned up and removed from the Property, all Work specified in a Work Order has been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation regarding the proper disposal of rubbish and the payment of employees and subcontractors has been submitted and all closeout documents have been executed and approved by the CITY.

1.06 INTERPRETATION OF PHRASES.

Whenever the words *directed*, *permitted*, *designated*, *required*, *considered necessary*, *prescribed*, or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of the CITY is intended. Similarly, the words *approved*, *acceptable*, *satisfactory*, or words of like import shall mean approved by, accepted by or satisfactory to the CITY.

1.07 NONCONFORMING WORK.

The term *nonconforming work* shall mean the Work or any part thereof rejected by the CITY as not conforming to the Contract Documents.

1.08 PARTIES.

The term *parties* shall include the CITY and the CONTRACTOR.

1.09 PROJECT.

The term *project* as used in this Agreement shall be understood to mean and include all that is required to fully comply with the Contract Documents and that yields a final product acceptable to the CITY. The term *Work* shall have like meaning. This project includes all Work required as outlined in the Scope of Work. The project shall be identified in separate Work Orders issued by the City and may be required to be performed after normal working hours if so stated by the City in the Work Order.

1.10 PROPERTY

The term *property* shall mean the real property on which Structures are located which is to be demolished and is further described as follows:

141, 142, 143, & 144 Moss Point
Drive
Friendswood, TX 77546

151, 152, 153, & 154 Moss Point
Drive
Friendswood, TX 77546

1.11 RUBBISH

The term *rubbish* as used in this Agreement shall include all refuse, useless articles, abandoned pipe, mounds of dirt, tires, concrete blocks and slabs, bricks, and in general all litter and all other things that are liable to produce or tend to produce an unhealthy, unwholesome, unsanitary, or unsightly condition.

1.12 STRUCTURE

The term *structure* and *structures* shall mean the improvements located on the Property and are further described as follows:

Frenchman's Creek Townhomes	
Building 4	Building 5
141, 142, 143, & 144 Moss Point Drive Friendswood, TX 77546	151, 152, 153, & 154 Moss Point Drive Friendswood, TX 77546

1.13 SUBCONTRACTOR.

The term *subcontractor*, as employed herein, includes only those hired by and having a direct contract with the CONTRACTOR for performance of any work or service relating in any way to the Project. The CITY shall have no responsibility to any subcontractor employed by CONTRACTOR for performance of work on the Project contemplated by this Agreement, and any said subcontractors shall look exclusively to the CONTRACTOR for any payments due the subcontractor.

1.14 WORK.

The term *work* as used herein shall mean and include all that is required to fully comply with the Contract Documents and that yields a final product acceptable to the CITY. The term *Project* shall have like meaning. This Project includes the following: preparation of a storm water pollution prevention plan, demolition and clean-up of the Structure and premises located on the Property.

2. CONTRACT DOCUMENTS.

2.01 COMPLEMENTARY DOCUMENTS.

The Contract Documents comprise the entire agreement between the CITY and the CONTRACTOR concerning the Project. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2.02 PRIORITY OF DOCUMENTS.

In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

- 2.02.01 Addenda/Change Orders to this Agreement,
- 2.02.02 Federal Requirements included in the Invitation to Bid,
- 2.02.03 This Agreement,
- 2.02.04 Specifications,
- 2.02.05 Invitation to Bid, including all attachments,
- 2.02.06 Performance and Payment Bonds,
- 2.02.07 Bid Form for Project, and
- 2.02.08 Bidder's Certifications for Project.

2.03 AMENDING CONTRACT DOCUMENTS.

No amendments to this Agreement shall be effective and binding until it is reduced to writing and signed by the duly authorized representatives of both Parties.

3. CITY.

3.01 RESPONSIBILITY AND AUTHORITY.

3.01.01 The CITY may periodically review and inspect the Work of the CONTRACTOR.

3.01.02 The CITY may appoint from time to time such subordinate supervisors or inspectors as the CITY may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Contract Documents.

3.01.03 The CONTRACTOR shall regard and obey the directions and instructions of CITY, any subordinate supervisors or inspectors appointed by the CITY provided such directions and instructions are consistent with the obligations of this Agreement.

3.01.04 Should the CONTRACTOR object to any orders by any subordinate supervisor or inspector appointed by the CITY, the CONTRACTOR may within two (2) calendar days from receipt of such order make written appeal to the CITY's Representative for his decision, whose decision shall be final and binding on the Parties.

3.01.05 The CONTRACTOR shall attend meetings called by the CITY upon twenty-four (24) hours' notice unless otherwise agreed by the Parties.

3.01.06 The CONTRACTOR shall not be allowed to erect, install, or use additional structures on the Property for the storage, maintenance of materials or use of employees and subcontractors. Additionally, the CONTRACTOR shall not damage the Property or any structure thereon, other than the Structure being demolished. The CONTRACTOR shall maintain sanitary conditions on the property at all times in a manner satisfactory to the CITY.

4. COMMUNICATIONS.

4.01 The CONTRACTOR shall forward all communications, written or oral, to the CITY through the CITY's Representative.

4.02 WRITTEN NOTICE.

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by telecopier, overnight or facsimile transmission or if delivered or sent by certified or registered mail to the last business address as indicated herein. Each party will have the right to change its business address by giving at least thirty (30) calendar days' written notice to the other party of such change. Notice given by mail shall be deemed given three (3) calendar days after the date of the mailing thereof.

5. AWARD OF CONTRACT.

5.01 Upon execution of this Agreement, the CONTRACTOR shall deliver to the CITY all documents, affidavits, bonds, declaration pages and certificates of insurance required herein.

5.02 The CONTRACTOR shall be prepared to perform the Work in the most expedient manner possible and complete the same on or before the date agreed for Final Completion.

5.03 The Work shall be commenced within **ten (10) calendar days** of the date specified in the notice to proceed. In the event of any dispute, the records of the CITY shall be conclusive evidence as to the date specified on the Notice to Proceed.

5.04 Time is of the essence in this Agreement.

6. WORK

6.01 The CONTRACTOR shall complete and be responsible for all work as specified, indicated, or described in the Contract Documents. The CONTRACTOR shall complete and be responsible for all extra work as described in this Agreement. **All work done and all materials furnished shall be in strict conformity with the Contract Documents.** The substantial completion of the work shall not excuse the CONTRACTOR from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the CONTRACTOR fails to perform the work as required for Final Completion, the CITY may contract with a third party to complete the work and the CONTRACTOR shall assume and pay the costs of the performance of the work specified or contemplated by the Contract Documents.

6.02 The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendents, laborers, insurance, fuel, transportation, and all other facilities and utilities necessary for the execution and completion of the work specified or contemplated by the Contract Documents.

6.03 PERMITS, FEES AND LEGAL COMPLIANCE.

6.03.01 The CONTRACTOR shall secure and pay all permits, fees, licenses, and inspections necessary for the proper execution and completion of the work. The CONTRACTOR will not, however, be required to pay for any permit fees normally charged for permits of the CITY, which will be waived in conjunction with this Agreement.

6.03.02 The CONTRACTOR shall give all notices required by law and comply with all laws, ordinances, regulations, codes, rules and lawful orders of all public authorities bearing on the performance of the work.

7. TIME: COMPLETION DATES, EXTENSIONS, DELAYS.

7.01 The date of beginning and the date for Final Completion of work as specified in this Agreement are essential conditions of this Agreement.

7.02 The work will be completed within **thirty (30) calendar days** from the date specified on the notice to proceed that is given by the CITY. In the event of any dispute, the records of the CITY shall be conclusive evidence as to the date specified on the notice to proceed.

7.03 EXTENSIONS.

7.03.01 The CONTRACTOR has submitted its bid in full recognition of the time required for the completion of this Project taking into consideration all factors, including, but not limited to, the average climatic range, the characteristics of the site and Structure and industrial conditions.

7.03.02 The CONTRACTOR has considered the liquidated damage provision, and understands and agrees that it shall not be entitled to nor will it request an extension of time for Final Completion under this Agreement, except with the

work that has been delayed by an act or neglect of the CITY or by changes ordered in the work, or reductions thereto in writing.

7.03.03 Within seven (7) calendar days of any act or incident that the CONTRACTOR reasonably believes may justify an extension of time for Final Completion, the CONTRACTOR may apply in writing for an extension of such time, submitting therewith all written justification as may be required by the CITY. Thereafter, the CITY, within seven (7) calendar days after receipt of a written request for an extension of time from the CONTRACTOR, which is supported by all requested documentation, shall then grant or deny such written request.

7.04 DELAYS.

7.04.01 The CONTRACTOR, in undertaking to complete the work within the time herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or weather or otherwise.

7.04.02 No charge whatsoever shall be made by the CONTRACTOR for hindrances or delays from any cause whatever during the progress of any portion of the work contemplated by the specifications, but the CITY may grant an extension of time for the completion of the work, provided the CITY is satisfied that such delays or hindrances were due to the extraordinary causes or to the acts of omission or commission by the CITY.

7.04.03 It is agreed that the granting of such extensions of time shall in no instance exceed the time actually lost by the CONTRACTOR for reason of such causes, provided that the CONTRACTOR shall give the CITY immediate notice in writing of the cause of the detention or delay.

7.05 FINAL COMPLETION. The CONTRACTOR shall notify the CITY when the CONTRACTOR believes that the work is finally completed as defined in section 1.05 herein. If the CITY rejects the Project as finally completed, the CONTRACTOR shall be so notified and shall begin to immediately remedy any nonconforming work. If CITY accepts and deems such work finally complete, the CONTRACTOR shall be so notified and a certificate of Final Completion, as provided herein, shall be issued.

7.06 AFFIDAVIT. The CITY may, prior to the issuance of a certificate of Final Completion require the CONTRACTOR to execute an affidavit in legal form stating that all bills for labor, materials, and incidentals incurred have been paid in full and that there are no claims pending of which the CONTRACTOR has been notified.

8. PAYMENT.

8.01 PAYMENT AMOUNT. The CONTRACTOR agrees to perform the scope of services under this Agreement and the CITY agrees to pay the CONTRACTOR for such work based upon the unit prices enumerated in the Invitation to Bid, the total of which shall not exceed the total amount bid, for the completed and accepted work, subject to the allowable deductions specified in this Agreement.

- 8.02 FINAL PAYMENT. Upon Final Completion and acceptance of the work performed in accordance with this Agreement, the CITY shall pay the CONTRACTOR as specified in Section 8.01 hereof less all appropriate adjustments within thirty (30) days after completion of the services or after receipt of an invoice for the same, whichever is later.
- 8.02 RETAINAGE. From invoice, the CITY retains the right to withhold ten percent (10%) for thirty (30) days after Final Completion.
- 8.03 OTHER CHARGES. The CONTRACTOR shall have the sole obligation to pay any and all charges and fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The CONTRACTOR shall not, and shall have no authority whatsoever to, obligate the CITY to make any payments to another party or make any promises or representations of any nature on behalf of the CITY without their specific written approval.
- 8.04 PAYMENT BASED ON ACTUAL WORK AND MATERIALS. If the actual amount of the work to be done and the materials to be furnished differ from estimate and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.
- 8.05 REDUCTION IN SCOPE OR QUANTITY. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. The CONTRACTOR shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job whether bid on a unit price or lump sum basis.

9. INDEPENDENT CONTRACTOR.

- 9.01 In all activities or services performed hereunder, the CONTRACTOR is and at all times shall remain an independent contractor, not an agent or employee of the CITY. The CONTRACTOR, as an independent Contractor, shall be solely responsible for the Project contemplated under this Agreement. The CONTRACTOR shall supply all materials, equipment and labor required for the execution of the work on the Project. The CONTRACTOR shall have ultimate control over the execution of the work under this Agreement. The CONTRACTOR shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees and subcontractors and the CITY shall have no direct control of or supervision over the employees of the CONTRACTOR's subcontractors except to the limited extent provided for in this Agreement.
- 9.02 The work to be provided on this Project shall include the furnishing of all labor, materials, equipment, and other services necessary or reasonably incidental to the performance of the work by the CONTRACTOR. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the CONTRACTOR without claim for additional payment, even though not specifically mentioned herein.
- 9.03 The CONTRACTOR shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance

of this Agreement shall not relieve the CONTRACTOR from its obligations to the CITY under this Agreement. The CONTRACTOR shall appoint and keep on the Project during the progress of the work a competent Project Superintendent-Manager and any necessary assistants, all satisfactory to CITY, to act as the CONTRACTOR's representative and to supervise its employees and subcontractors. All directions given to the Project Superintendent-Manager shall be binding as if given to the CONTRACTOR. Adequate supervision by competent and reasonable representative of the CONTRACTOR is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the CONTRACTOR and is in breach of this Agreement.

- 9.04 The CONTRACTOR agrees to employ only orderly and competent persons, skillful in the performance of the type of work required under this contract, to do the work. Furthermore, the CONTRACTOR agrees that whenever the CITY shall inform the CONTRACTOR in writing that any person or persons performing any of the requisite work are, in the opinion of the CITY, incompetent, unfaithful or disorderly, such person or persons shall be discharged and shall not again be employed to perform any work in relation to this Agreement without the CITY's prior written consent.

10. NATURE OF THE WORK AND CONDITION OF SITE.

- 10.01 It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground and soil, the nature of any structures, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, CONTRACTOR's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, and all other matters that in any way affect the work under this Agreement.
- 10.02 Where the CONTRACTOR is working around or in existing structures, it shall verify conditions at the site, including, but not limited to, door openings and passages. The CONTRACTOR shall provide all special apparatus needed for the project at CONTRACTOR's sole cost and expense.
- 10.03 At the completion of the work, the CONTRACTOR shall leave the premises in a clean and finished condition. Any failure to do so may be remedied by the CITY or its designee and charged back to the CONTRACTOR.
- 10.04 The CONTRACTOR shall remove all waste and rubbish in accordance with the laws of the State of Texas. The CONTRACTOR must provide the CITY a receipt showing proof of proper disposal at an approved solid waste site permitted by the Texas Commission on Environmental Quality or the Texas Department of Health or a solid waste site licensed by a county. The receipt of proper disposal must contain the date, time, amount disposed of, cost of disposal, the name of approved solid waste site where the objectionable materials were taken. The Parties hereto agree that this Agreement will not be completed until such receipt is submitted to the CITY.

11. WORK STOPPAGE.

11.01 The CITY shall have the right to order the work of the CONTRACTOR or any subcontractor wholly or partially stopped immediately under any one or more of the following conditions:

11.01.01 the work may be ordered stopped immediately if in the judgment of the CITY, any of the work being done is not in strict accordance with this Agreement;

11.01.02 the work may be ordered stopped immediately until any objectionable person or equipment is removed from the premises; or

11.01.03 the work may be ordered stopped immediately if any portion of the work is being performed so as to create a hazardous condition.

11.02 Such stoppage or suspension shall neither invalidate any of the CONTRACTOR's performance obligations under this Agreement, including time of performance and deadlines therefor, nor will extra charge be allowed the CONTRACTOR by reason of such stoppage or suspension.

12. REJECTED WORK.

12.01 The CITY may reject any work found to be defective or not in accordance with the Contract Documents. Neither observations by the CITY nor inspections, tests, or approvals made by the CITY shall relieve the CONTRACTOR from its obligation to perform the work in accordance with the requirements of the Contract Documents.

12.02 In the event that any work or any part thereof is rejected by the CITY, the CONTRACTOR shall, at its sole expense and after receipt of written notice thereof from the CITY remedy the work so that it shall be in full compliance with the Contract Documents. If the CONTRACTOR does not remedy such work within seven (7) calendar days after receipt of notice from the CITY, then the CITY may have the work performed at the CONTRACTOR's expense and withhold the same from CONTRACTOR's compensation.

13. SUBCONTRACTORS.

13.01 The subletting of any portion or feature of the work required in the performance of this Agreement shall not relieve the CONTRACTOR from its obligations to the CITY under this Agreement.

13.02 All subcontractors are subject to the approval of the CITY.

13.03 If the CITY judges any subcontractor to be failing to perform the work in strict accordance with the Contract Documents, the CONTRACTOR shall discharge the same, but this shall in no way release the CONTRACTOR from its obligations and responsibility under this Agreement.

13.04 Every subcontractor shall be bound by the terms and provisions of this Agreement as far as applicable to its work.

- 13.05 The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of its subcontractors.
- 13.06 Nothing contained herein shall create relations between any subcontractor and the CITY.
- 13.07 **RESPONSIBILITY FOR PAYMENT OF SUBCONTRACTORS.** The CONTRACTOR shall be solely and exclusively responsible for compensating any of the CONTRACTOR's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever. The CONTRACTOR shall further be exclusively responsible for ensuring that no claims or liens of any type are filed against the Property by CONTRACTOR's employees, subcontractors, materialmen and/or suppliers, arising out of or incidental to the provision of any equipment, materials and/or services performed pursuant to this Agreement.

14. LIQUIDATED DAMAGES.

- 14.01 It is expressly understood and agreed by the Parties that time is of the essence to this Agreement and that the date set for the Final Completion of the work described in the Work Order is an essential condition of this Agreement. It is further understood and agreed that the date for Final Completion of the work is reasonable dates for the completion of the Project, taking into consideration all conditions, including, but not limited to, the average climatic change and conditions and usual industrial conditions prevailing in this locality.
- 14.02 If the CONTRACTOR should neglect, fail, or refuse to complete the work required for Final Completion within the date specified in the Work Order, or any proper extension that is granted in writing by the CITY, then the CONTRACTOR hereby agrees, as a part of the consideration for the awarding of this Agreement, that the CITY may withhold permanently from the CONTRACTOR's total Payment Amount the sum of **ONE HUNDRED DOLLARS (\$100)** for each and every **calendar** day that the CONTRACTOR is in default after the date stipulated for Final Completion as the case may be, not as a penalty, but as liquidated damages for the breach of the Agreement.
- 14.03 The amount of liquidated damages for the CONTRACTOR's failure to meet the deadline for Final Completion is fixed and agreed on by the CONTRACTOR because of the impracticability and extreme difficulty in fixing and ascertaining actual damages that the CITY would in such an event sustain. The amounts to be charged are agreed to be the damages that the CITY would sustain and may, at the option of the CITY, be retained from either current progress payment or from final payment.

15. WITHHOLD PAYMENT.

Regardless of any bond, the CITY may, on account of subsequently discovered evidence, withhold payment or nullify the whole or part of any acceptance of the work necessary to protect the CITY from loss on account of:

- 15.01 Work that is not in strict accordance with the terms of the Contract Documents;
- 15.02 Claims filed or reasonable evidence indicating probable filing of claims, as determined at the sole discretion of the CITY, for any reason stemming from CONTRACTOR'S' work,

including, but not limited to, injury to CITY employee or a third party, damage to CITY property or of a third party or damage to sidewalks, curbs and/or streets;

- 15.03 Failure of the CONTRACTOR to make prompt payments to subcontractors or employees for labor;
- 15.04 Liquidated damages and administrative charges, as determined by the CITY at its sole discretion;
- 15.05 Charges made for repairs to the CONTRACTOR's defective work or repairs made by the CITY to correct damage to other property; and/or
- 15.06 Other amounts authorized under this Agreement.

16. CHARGES FOR INJURY OR REPAIR.

- 16.01 The CONTRACTOR shall be liable and responsible for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the CITY will be made and charged to the CONTRACTOR by the CITY, and shall include, but not be limited to, all work, materials and labor to make the repairs deemed necessary by the CITY.
- 16.02 The CONTRACTOR shall take all necessary precautions to protect any areas adjacent to its work.

17. INSURANCE.

- 17.01 Throughout the term of this Agreement, the CONTRACTOR at its own expense shall purchase, maintain and keep in force and effect insurance against claims for injuries to or death of persons or damages to property which may arise out of or result from the CONTRACTOR's operations and/or performance of the work under this Agreement, whether such operations and/or performance be by the CONTRACTOR, its agents, representatives, volunteers, employees or subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 17.02 The CONTRACTOR's insurance coverage shall be primary insurance with respect to the CITY and its officers, agents and employees. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be considered in excess of the CONTRACTOR's insurance and shall not contribute to it. Further, the CONTRACTOR shall include all subcontractors as additional insureds under its commercial general liability policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 17.03 The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this contract:
 - (1) Workers' Compensation Policy
 - Statutory amounts required by Texas law.
 - Employer's Liability of \$ 1,000,000.

- Waiver of Subrogation Required
- (2) Commercial General Liability Policy;
- General aggregate of \$2,000,000.
 - Contractors Protective Liability of \$1,000,000.
 - Products and Completed Operations Aggregate of \$1,000,000.
 - Personal and Advertising Injury of \$1,000,000.
 - Minimum of \$1,000,000 per occurrence.
 - Fire Damage of \$50,000.
 - Coverage shall be broad form.
 - No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - Waiver of Subrogation Required
- (3) Business Automobile Liability Policy, which shall include the following:
- Combined Single Limits of \$1,000,000.
 - Coverage for "Any Auto."
 - Waiver of Subrogation Required
- 17.04 Certificates of Insurance provided to the CITY shall contain a provision that coverages afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the CITY via certified mail, return receipt requested.
- 17.05 The following are general requirements which are applicable to all policies:
- 17.05.01 General Liability and Automobile Liability insurance shall be written by a carrier with an A.M. Best Rating of A:VII or higher in accordance with the current Best Key Rating Guide.
- 17.05.02 Only Insurance Carriers licensed to do business in the State of Texas will be accepted.
- 17.05.03 Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis.
- 17.05.04 Claims-made policies will not be accepted.
- 17.05.05 With respect to the Project, the CITY and its officers and employees are to be added as "Additional Insureds" to all commercial general liability and business automobile liability policies. The coverage shall contain no special limitation on the scope of protection afforded to the CITY.
- 17.05.06 A waiver of subrogation in favor of the CITY with respect to each of the required policies must be included.

17.05.07 Upon request, certified copies of all insurance policies, declaration pages and/or certificates of insurance shall be furnished to the CITY at no expense to the CITY.

18. PERFORMANCE AND PAYMENT BONDS.

- 18.01 The CONTRACTOR to furnish separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in such forms as the CITY may approve and with sureties as the CITY may approve, for this purpose, guaranteeing faithful performance and faithful payment to all persons supplying labor and materials or furnishing any equipment in the execution of the Agreement. The cost of such a bond shall be included in the CONTRACTOR's proposed price.
- 18.02 All performance, payment, and special bonds required herein shall remain in effect throughout the term of this Agreement and for a period of one (1) year after the completion of the work and shall be extended for any warranty work to cover the warranty period.
- 18.03 If at any time during the execution of this Agreement or in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the CONTRACTOR shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required. Such replacement bond(s) shall be issued by a surety acceptable to the CITY.
- 18.04 The CONTRACTOR shall make such changes and alterations as the CITY may see fit in the work herein contemplated, or any part thereof without affecting the validity of this Agreement and any work accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits on the work that may be dispensed with.

19. PROJECT UNDER CONTRACTOR'S CONTROL.

Any injury or damage caused to the CONTRACTOR or the Project prior to and including the date of Final Completion caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the CONTRACTOR.

20. COMPLIANCE WITH LAW.

The CONTRACTOR's work and equipment shall comply with all state and federal laws, municipal ordinances, regulations and direction of inspectors appointed by proper authorities having jurisdiction.

21. SAFETY PRECAUTIONS.

- 21.01 Safety precautions at the site are CONTRACTOR's sole responsibility. The CONTRACTOR is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste.
- 21.02 The CONTRACTOR has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The CONTRACTOR shall, at its own expense, take such precautionary measures for the protection of persons, property and the work as may be necessary.

21.03 The CONTRACTOR shall be held responsible for all damages to property, personal injuries and/or death due to failure to safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the CONTRACTOR at its own cost and expense.

21.04 The CONTRACTOR shall indemnify, hold harmless, and defend the CITY from any liability of whatever nature caused by the CONTRACTOR's failure to comply with applicable federal, state, or local regulations that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment no matter where fault or responsibility lies in accordance with Section 22.01 herein.

22. INDEMNITY.

22.01 The CONTRACTOR agrees to and shall indemnify, hold harmless and defend, the CITY and their respective officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees for injury to or death of any person, or for damage to any property, arising out of or in connection with (i) the work done by the CONTRACTOR and/or its officers, agents, employees and subcontractors (collectively throughout this Article 22 "Contractor's Parties") under this Agreement and/or (ii) the Contractor's Parties' failure to comply with applicable federal, state, or local regulations, where such injuries, death or damages are caused by the sole or joint negligence of the Contractor's Parties or the joint negligence of the CITY and any other person. It is the expressed intention of the parties hereto, both the CONTRACTOR and the CITY, that the indemnity provided for in this paragraph is an indemnity by the CONTRACTOR to indemnify, protect and defend the CITY from (i) the consequences of the CITY's own negligence, where that negligence is a concurring cause of the injury, death or damage and (ii) the consequences of the Contractor's Parties, where that negligence is the sole or concurring cause of the injury, death or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to the CITY for any claim, loss, damage, cause of action, suit and liability where the injury, death or damage results from the sole negligence of the CITY, unmixed with the fault of any other person or entity.

22.02 The CONTRACTOR shall indemnify, protect and defend the CITY from the consequences of the CITY's concurrent negligence in accordance with Section 22.01 for all work done by the Contractor's Parties, including, but not limited to, the following specific instances:

- a. **In the event the CITY is damaged due to the act, omission, mistake, fault or default of the Contractor's Parties, then the CONTRACTOR shall indemnify and hold the CITY harmless for such damage.**
- b. **The CONTRACTOR shall indemnify and hold the CITY harmless from any claims of material suppliers, mechanics, laborers, or other subcontractors.**
- c. **The CONTRACTOR shall indemnify and hold the CITY harmless from any and all injuries to or claims of adjacent property owners caused by the Contractor's Parties.**
- d. **The CONTRACTOR shall be responsible for any damage to property, caused by the Contractor's Parties or their equipment.**
- e. **The CONTRACTOR shall also be responsible for all Contractor's Parties as defined in Section 22.01.**
- f. **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, the Successful Bidder further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City.**
- g. **THE INDEMNITY PROVIDED FOR IN THIS ARTICLE 22 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

23. RELEASE

By this Agreement, the CITY does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. The CONTRACTOR assumes full responsibility for the work to be performed and releases, relinquishes, and discharges the CITY, its officers, agents and employees from all claims, demands and causes of action of every kind and character for any injury to, including, but not limited to, death of any person (whether third persons, the CONTRACTOR, or employees of either of the parties). This release includes the cost of defense of any claim and any loss of or damage to property (whether property of the parties or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the CONTRACTOR's work to be performed under

this Agreement whether or not said claims, demands, and causes of action are covered in whole or in part by insurance.

24. ABANDONMENT.

- 24.01 In case the CONTRACTOR should abandon, fail or refuse to resume work within ten (10) days after written notification from the CITY, or if the CONTRACTOR fails to comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, (i) where performance and payment bonds exist, the sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR (ii) where no bonds exist, the project will be deemed abandoned, and either the CITY or another contractor, at the CONTRACTOR's sole cost and expense, shall complete the work necessary for the project.
- 24.02 After receiving said notice of abandonment, the CONTRACTOR, unless directed otherwise by the CITY, shall not remove from the work any machinery, equipment, tools, materials, or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials may ultimately reduce the cost to complete the work and be reflected in the final settlement.

25. TERMINATION.

- 25.01 If this Agreement is terminated either for cause or convenience, the CITY shall have the right but shall not be obligated to complete the work either itself or by others; and to this end, the CITY shall be entitled to take possession of and use such equipment and materials as may be on the job site and to exercise all rights, options and privileges of the CONTRACTOR under its subcontracts, purchase orders or otherwise; and the CONTRACTOR shall promptly assign such rights, options, and privileges to the CITY. If the CITY elects to complete the work itself or by others, pursuant to the foregoing, then the CONTRACTOR will reimburse the CITY for all costs incurred by the CITY, including, without limitation, applicable, general and administrative expenses, and field overhead, and the cost of necessary equipment, materials and field labor in correcting work by the CONTRACTOR that fails to meet the requirements of the Contract Documents.
- 25.02 After receipt of a notice of termination, the CONTRACTOR shall, in good faith and to the best of its ability, do all things necessary in light of such notice to assure the efficient and proper close-out of the terminated work. Among other things the CONTRACTOR shall, except as otherwise directed or approved by the CITY, do the following:
- (a) Stop the work on the date and to the extent specified in the notice of termination;
 - (b) Place no further orders or subcontracts for services, equipment, or material, except as may be necessary for completion of such portion of the work as is not terminated;
 - (c) Immediately terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;

- (d) Assign to the CITY, in the manner and to the extent directed by it, all of the right, title and interest of the CONTRACTOR under the orders or subcontracts so terminated in which case, the CITY shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts; and/or
- (e) With the approval of the CITY, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts.

26. TERMINATION FOR CAUSE.

26.01 Without prejudice to any other legal or equitable right or remedy that the CITY would otherwise possess hereunder or as a matter of law, the CITY, upon giving the CONTRACTOR five (5) days' prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:

- 26.01.01 If the CONTRACTOR becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
- 26.01.02 If a receiver, trustee or liquidator of any of the property or income of the CONTRACTOR shall be appointed;
- 26.01.03 If the CONTRACTOR shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;
- 26.01.04 If within five (5) calendar days after written notice thereof from the CITY, the CONTRACTOR shall fail to remedy any defective work or work that does not conform to the requirements of the Contract Documents; or
- 26.01.05 If the CONTRACTOR shall fail for any reason to make payment called upon when due.

26.02 In the event of such termination for cause, the CONTRACTOR shall not be entitled to receive any payment hereunder and shall be further subject to any claim that the CITY may have against the CONTRACTOR under the provisions of this Agreement or as a matter of law.

27. TERMINATION FOR CONVENIENCE.

27.01 The performance of the work may be terminated at any time in whole or in part, by the CITY for its convenience. Any such termination shall be affected by delivery to the CONTRACTOR of a written notice specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective. If, for whatever reason, this contract is terminated for cause which is later determined not to exist, the parties agree that the contract will be deemed to be terminated for convenience.

- 27.02 In the event of termination for convenience, there shall be an equitable reduction of the Payment Amount to reflect the work actually performed, subject to, however, any claim the CITY may have against the CONTRACTOR under other provisions of this Agreement. Costs incurred after the effective date of the notice of termination shall not be treated as reimbursable costs unless they relate to carrying out the unterminated portion or taking close-out measures.

28. COMPLETION AFTER ABANDONMENT OR TERMINATION.

- 28.01 In the event that the CONTRACTOR has abandoned the project or the CITY has terminated the contract for cause and where there is no performance bond provided or where there is a surety but such surety, within seven (7) calendar days after the notice demanding completion is sent, fails to commence the completion and diligent prosecution of the work in compliance with this Agreement, then the CITY may AT ITS OPTION provide for completion of the work in either of the following elective manners:

28.01.01 The CITY may employ such force of men and use such machinery, equipment, tools, materials, and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such monies as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR and/or its surety hereby waives any and all privileges, rights, and claims to receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its surety shall, within seven (7) calendar days, pay the amount of such excess to the CITY.

28.01.02 The CITY, under sealed bids, after notice published as required by law at least twice in a newspaper having general circulation in the CITY of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In case any increase in cost to the CITY under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or its Surety hereby waives any and all privileges, rights and claims to such excess.

- 28.02 In the event of abandonment by the CONTRACTOR, the CONTRACTOR shall assign to the CITY, in the manner and to the extent directed by the CITY, all of the right, title, and interest of the CONTRACTOR in and to any and all materials located on the property and any subcontracts for work to be performed on the property; in which case the CITY shall

have the right to settle or pay all claims arising out of the termination of such orders and subcontracts.

29. DAMAGES.

29.01 Without prejudice to any other legal or equitable right or remedy that the CITY would otherwise possess hereunder or as a matter of law, the CITY upon giving the CONTRACTOR five (5) days' prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

29.01.01 If the CONTRACTOR shall fail to remedy any default after written notice thereof from the CITY as the CITY shall direct; or

29.01.02 If the CONTRACTOR shall fail for any reason to make payments called upon when due; or

29.01.03 If the CONTRACTOR commits a default under any of the terms, provisions, conditions or covenants contained in this Agreement.

30. INVALIDITY.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with the legal terms and conditions approximating the original intent of the parties.

31. ENTIRE AGREEMENT.

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. There are no oral understandings, statements, promises or inducements contrary to the terms of this Agreement. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, representative or employee of the CITY either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

32. LITIGATION COSTS.

In the event of litigation, the CONTRACTOR agrees to pay and shall pay all of the attorneys' fees, court costs and other litigation costs of the CITY.

33. TEXAS LAW.

This Agreement has been made under and shall be governed by the laws of the State of Texas.

34. VENUE.

Both parties hereby irrevocably agree that any legal proceeding arising out of or in connection with this Agreement shall only be brought in the District Courts of Galveston County, Texas, or in the United States District Court for the Southern District of Texas, Galveston County, Division.

35. WAIVER.

Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement or part hereof or the right of the CITY thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived the same. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

36. HEADINGS.

The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

37. GENDER AND NUMBER.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.

38. CONSTRUCTION OF AGREEMENT.

The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

39. AUTHORITY TO ENTER CONTRACT.

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations and/or business entities.

40. AGREEMENT READ.

The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

41. ASSIGNMENT.

CONTRACTOR may not assign or otherwise transfer this Agreement or any rights or obligations hereunder without the prior written consent of the CITY.

42. SUCCESSORS AND ASSIGNS.

This Agreement shall inure to the benefit of and be binding upon the CONTRACTOR and its successors and assigns.

43. MULTIPLE ORIGINALS.

It is understood and agreed that this Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same

Agreement on the ____ day of _____, 20____, the date of execution by the City Manager of the City of Friendswood.

CITY OF FRIENDSWOOD

MORAD KABIRI City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

(Signature)

(Printed Name)

(Title)

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, _____, the undersigned notary public, on this day personally appeared _____ his capacity as _____ of _____, on behalf of such corporation or other business entity

_____ known to me;
_____ proved to me on the oath of _____; or
_____ through his/her current _____ {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____ 20_____.

Notary Public in and for the State of Texas

My commission expires: _____

**CERTIFICATE OF COMPLIANCE WITH TEXAS FAMILY CODE 231.006 REGARDING PAYMENT OF CHILD
SUPPORT**

Pursuant to 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services.

The undersigned authorized representative of the respondent hereby certifies that the individual or business entity named in the submittal is not ineligible to receive payments based on Texas Family Code 231.006 and acknowledges that a contract may be terminated and payment may be withheld if this certification is not true and accurate.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

FEDERAL PROCUREMENT REQUIREMENTS

The following are required Federal Clauses that shall be returned with the submittal 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 (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 HUD Secretary, 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 HUD Secretary 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 HUD Secretary 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 AMENDMENT 31 U.S.C. § 1352 (as amended)

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

with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient 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 HUD.

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 HUD.

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

This is an acknowledgement that HUD 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, HUD 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 HOUSING AND URBAN DEVELOPMENT SEAL, LOGO, AND FLAGS

The contractor shall not use the Department of Housing and Urban Development (HUD) seal(s), logos, crests, or reproductions of flags or likenesses of HUD agency officials without specific HUD 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.

19. EQUAL EMPLOYMENT OPPORTUNITY (29 CFR Part 1630, 41 CFR Parts 60 et seq.)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. DAVIS-BACON ACT (40 U.S.C. 3141-3148) & COPELAND “ANTI-KICKBACK” ACT

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

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 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
- _____ 7 Debarment and Suspension
- _____ 8 Department of Housing and Urban Development Seal, Logo, and Flags
- _____ 9 Domestic Preferences for Procurement
- _____ 10 Energy Efficiency
- _____ 11 Hold Harmless Agreement
- _____ 12 No Obligation by Federal Government
- _____ 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
- _____ 19 Equal Employment Opportunity
- _____ 20 Davis-Bacon Act & Copeland "Anti-Kickback" 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

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, <i>if applicable</i>
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

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT § 135.38 SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, _____, the undersigned representative of _____ (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 _____ day of _____, 20____.

Company Name

Signature

Printed Name/Title

STATE OF TEXAS
COUNTY OF HARRIS

Before me, _____, the undersigned notary public, on this day personally appeared _____, the _____ (Title) of _____ (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 _____ day of _____, 20____.

Notary Public in and for the State of Texas

Form 1295

Per State Law a contract, agreement or purchase that is taken before the City Council for approval must have a 1295 form and Verification form. This form is considered the "Disclosure of Interested. Parties" form that was promulgated by the Texas Ethics Commission. Below are some frequently asked questions and tips to completing this required form.

Where and how can I get a 1295 Form?

The 1295 form filing begins on the Texas Ethics Commission website:

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

To use the electronic filing application, you will need to setup a filer ID/account – if you are not yet setup with a user account for your company, you will need to register at the following link:

<https://www.ethics.state.tx.us/TECCertInt/pages/home/register.jsf>

If your company already has a filer login, please go the login page to begin the process:

<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

For step-by-step process for creating a certificate, the Ethics Commission has created a how to video that can be accessed at the following in:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

Please note that the 1295 form must be created in the Ethics Commission website. You must completely fill out the form within the program, as it relates to item #3, the City of Friendswood may not have a specific contract number associated with your item; therefore, please include the name of this bid: INVITATION TO BID NO. 2022-14, CITY OF FRIENDSWOOD, OFFICIAL CITY NEWSPAPER.

Once the form is completed, you will need to print the form, complete the bottom portion of the form completely, sign and return the form to the City – once the Council approves the item, the City is responsible for closing out the 1295 form in the Ethics Commission site.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																					
3 Provide the identification number used by the governmental entity or state agency to track and identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 40%;">4 Name of Interested Party</th> <th rowspan="2" style="width: 20%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																												
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		Controlling	Intermediary																																		
5 Check only if there are no Interested Parties. ☐																																					
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. _____ (month) (year) Signature of authorized agent of contracting business entity (Declarant)																																					
ADD ADDITIONAL PAGES AS NECESSARY																																					

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity _____ Date		

PAYMENT BOND

THAT WE, [INSERT CONTRACTOR NAME], as Principal, hereinafter called Contractor, and the other subscriber hereto, [INSERT SURETY NAME], as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of [INSERT WRITTEN DOLLAR AMOUNT] dollars and [INSERT WRITTEN CENTS AMOUNT] cents (\$[INSERT NUMBERS]), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Friendswood for [INSERT PROJECT NAME], all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void and shall no further force and affect; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

[INSERT CONTRACTOR NAME]

WITNESS: (if not a corporation)

Name of Contractor

By: _____

By: _____

Name: [INSERT W/A NAME]

Name: [INSERT REP NAME]

Title: [INSERT W/A TITLE]

Title: [INSERT REP TITLE]

Date: [INSERT DATE]

ATTEST/SURETY WITNESS:

Full Name of Surety

(SEAL)

Address of Surety for Notice

Telephone Number of Surety

By: _____

By: _____

Name: [INSERT SURETY NAME]

Name: [INSERT ATTORNEY NAME]

Title: [INSERT SURETY TITLE]

Title: Attorney-in-Fact

Date: [INSERT DATE]

Date: [INSERT DATE]

PERFORMANCE BOND

THAT WE, [INSERT CONTRACTOR NAME], as Principal, hereinafter called Contractor, and the other subscriber hereto, [INSERT SURETY NAME], as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of [INSERT WRITTEN DOLLAR AMOUNT] dollars and [INSERT WRITTEN CENTS AMOUNT] cents (\$[INSERT NUMBERS]), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Friendswood for [INSERT PROJECT NAME], all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work, which is intended for the City's benefit, and the City shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way waive the, e harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within forty-five (45) days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in [INSERT COUNTY] County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

[INSERT CONTRACTOR NAME]

Name of Contractor

By: _____

Name: [INSERT W/A NAME]

Title: INSERT W/A TITLE]

By: _____

Name: [INSERT REP NAME]

Title: [INSERT REP TITLE]

Date: [INSERT DATE]

ATTEST/SURETY WITNESS:

Full Name of Surety

(SEAL)

Address of Surety for Notice

Telephone Number of Surety

By: _____

Name: [INSERT SURETY NAME]

Title: [INSERT SURETY TITLE]

Date: [INSERT DATE]

By: _____

Name: [INSERT ATTORNEY NAME]

Title: Attorney-in-Fact

Date: [INSERT DATE]

**RFP/BID OPENING
SCHEDULED TO BE AWARDED:**

DATE: April 14, 2023

TIME: 2:00 PM

BID: 2023-03 Demolition & Removal Services Frenchman's Creek

ADDENDA ISSUED:

Addendum No.	Date Issued

No.	Company/Address	Bid Bond	Total Base Bid	Addenda Acknowledged
1	RNDI		223,192.00	n/a
2	Grant MacKay		124,674.30	n/a
3				
4				
5				

CSO & Departmental Representatives:

**Leticia Brysch, CSO
Linda Newsted, CSO
Niki Bender, FMO**

THIS BID TABULATION RECEIVED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATIONAL PURPOSES ONLY.

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 1, 2023

Date submitted: 04/20/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider rejecting all bids received for the Blackhawk Emergency Shelter Project (Bid No. 2023-06).

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City published Bid No. 2023-06 Blackhawk Emergency Shelter starting March 10, 2023. One sealed bid was received April 11, 2023. To ensure compliance with local, state, and federal purchasing laws and regulations, and in order to comply with the requirements of the Community Development Block Grant - Disaster Recovery, the City will need to re-bid the project per Harris County Community Services Department. HCCSD has advised the City that the GLO will not accept a single bid at the first round of bids.

The new bid package should be published at the beginning of June and staff is anticipating presenting a contract to City Council at the July 2023 Council meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends rejecting all bids received for this item.

ATTACHMENTS

1. BID 2023-06 Bid Opening
2. Bid 2023-06 Invitation to Bid

RFP/BID OPENING
SCHEDULED TO BE AWARDED:

DATE: April 11, 2023

TIME: 2:00 PM

BID: 2023-06 Blackhawk Emergency Shelter

ADDENDA ISSUED:

Addendum No.	Date Issued
1	April 4, 2023

No.	Company/Address	Addenda(s) Acknowledged	RFP/Bid Amount
1	Construction Masters of Houston	YES	1,197,000.00
2			
3			
4			

CSO & Departmental Representatives:

Jeff Spears, Purchasing

Linda Newsted, CSO

THIS BID TABULATION RECEIVED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATIONAL PURPOSES ONLY.

CITY OF FRIENDSWOOD INVITATION TO BID



City of Friendswood Blackhawk Emergency Shelter

This Invitation to Bid may be obtained from City Hall at 910 S. Friendswood Drive, Friendswood, Texas 77546-4856, or at our website www.ci.friendswood.tx.us.

Sealed competitive bids plainly marked **ITB - City of Friendswood Blackhawk Emergency Shelter** shall be addressed to the Mayor and City Council of Friendswood, City Hall, 910 S. Friendswood Drive, Friendswood, Texas 77546-4856. Submittals shall be accepted **until 2:00 P.M., 11 April 2023**, at which time there will be a public bid opening.

The City of Friendswood reserves the right to reject any or all submittals, to waive technical or legal deficiencies and to accept any submittal that it may deem to be in the best interest of the City.

The City of Friendswood is asking qualified firms to prepare bids for a build out and renovation to the 7,570 square foot space of an existing building allocated to facilitate an emergency shelter.

00105-1

City of Friendswood

Revised: July 7, 2022

PART I: ADMINISTRATIVE INFORMATION

1.1 CITY CONTACTS

- A. For all questions, legal, purchasing, technical and schedule please contact:

Name: Hailee Medwedeff
Title: Projects Coordinator
City of Friendswood
Engineering Department
Phone: (281) 993-3402
Email: hmedwedeff@friendswood.com

1.2 SCHEDULE OF EVENTS

- | | |
|---|---------------|
| A. Invitation to Bid Issued | 1 March 2023 |
| B. NON-MANDATORY Pre-Submittal Meeting @ 2:00 PM | 23 March 2023 |
| https://friendswood.com/Pre-Bid2023-06 | |
| C. Written Questions due by 5:00 PM | 30 March 2023 |
| D. Submittals due by 2:00 PM | 11 April 2023 |
| E. Notice to contractor | 5 May 2023 |
| F. Posting of Recommendations to Council Agenda | 22 May 2023 |
| G. Council approval | 5 June 2023 |

PART II: PURPOSE

- 2.1 The City of Friendswood is asking qualified firms to prepare bids for a build out and renovation to the 7,570 square foot space of an existing building allocated to facilitate an emergency shelter. Refer to the proposed Drawings.

PART III: SCOPE OF WORK

- 3.1 Bid Documents may be found on the City of Friendswood Bids website located at <https://www.ci.friendswood.tx.us/Bids.aspx>. Technical Specifications may be found on the City of Friendswood Publications and Forms website at <https://www.ci.friendswood.tx.us/350/Publications-Forms>.

PART IV: BIDS

The City reserves the right to reject any bid and to waive informalities in the bids. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award shall be made to the most responsible Bidder submitting the best value for the City of Friendswood. Bidders will be required to furnish verifiable references with their bids. The City of Friendswood pays for goods and services according to the provisions of Chapter 2251 of the Government Code.

The successful bidder must furnish a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the Contract Price and upon the forms which are attached hereto. A Payment Bond shall be furnished for any contract in excess of Twenty-Five Thousand Dollars (\$25,000) and a Performance Bond shall be furnished for contracts in excess of One Hundred Thousand Dollars (\$100,000), and each shall be furnished within five days (5 D) after receipt of the Contract Documents. Payment and Performance Bonds shall be issued from sureties with a minimum "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in the State of Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety, who is licensed by the State Board of Insurance.

In conformance with applicable statutes, the general prevailing wage rates in the locality in which the Work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project. The Contractor shall forfeit as a penalty, to the City of Friendswood, Sixty Dollars (\$60.00) for each laborer, workman or mechanic employed, for each working day, or portion thereof, if such laborer, workman or mechanic is found to be paid less than the stipulated rates for any work done under this Contract.

This Contract is issued by an organization which qualifies for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act as codified in Chapter 151 of the Texas Tax Code. Because of Amendments to Section 151.311 of the Tax Code made by Section 14.07 of Chapter 5 (House Bill No. 11), 72nd Leg., 1st C.S., Acts 1991 at 188, in order for non-consumable materials and equipment to qualify for resale to the City and be exempt from sales tax, the contract and bids must comply with the following requirements:

- A. The bid and contract must separately identify:
 - 1. the charges for non-consumable materials and equipment that are permanently incorporated into the project and

2. charges for skill, labor and consumable materials, tools and equipment that are permanently incorporated into the project. Bidders are required to have a sales tax permit issued by the Comptroller of the State of Texas in order to qualify under separated contract procedure.
- B. The City will issue to the Contractor a specific exemption certificate for this Contract in order that he does not have to pay taxes on qualifying materials, equipment or other tangible personal property purchased for and permanently incorporated into City realty in performing this Contract. The Contractor performing this contract must issue to his suppliers an exemption certificate complying with all applicable State Comptroller's rulings, along with a copy of the certificate issued to him by the City.
- C. Total Stipulate Price contract, in which the above charges are not separated, do not qualify for sales tax and use exemption.

Attention is directed to the liquidated damages provision of this Contract (as specified in the General Conditions) and the fact that rainy weather shall constitute justification for any delay in the time for completion only under certain conditions (as specified in the General Conditions).

The City shall, after review and approval of the City Council, enter into Contract negotiations with the apparent lowest responsible Bidder using City Contracts and Documents per City Specifications. Bidder shall not send their own Contract Documents or in any way alter, change or amended the City's Contract Documents.

PART VII: SUBMITTAL PROCESS

Please submit two (2) electronic copies, each copy on one flash drive or CD. Each flash drive/CD must contain only one (1) file in PDF format and must match identically. Must be submitted by ITB opening time of 2:00 PM on 11, April 2023. Flash drive or CD must contain only one (1) file in PDF format and must match written response identically. Bids shall be submitted to the address shown below. Submittal shall be signed, in ink, by a person having authority to bind the vendor 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

00105-4

Bids sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked: **ITB - City of Friendswood Blackhawk Emergency Shelter**. 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.

PART VIII: SUBMITTAL PROCESS

- 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 submittals, 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 ITB is not to be construed as a contract or as a commitment of any kind. If this ITB 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) reject any or all respondents submitting responses, should it be deemed in Friendswood's best interest; or (4) cancel the entire process.

- H. Insurance – The respondent shall have the appropriate liability insurance written by an insurer to transact insurance in the State of Texas.

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 1, 2023

Date submitted: 04/13/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider approving a banner permit application for Mary Queen Catholic Church to advertise its annual Mary Queen Parish Festival.

Originating Department: Public Works

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Mary Queen Church is requesting to hang a street banner. The banner will advertise its annual Mary Queen Parish Festival. The banner is requested to be displayed between the dates of May 1, 2023 through May 7, 2023.

All required paperwork has been filled out and all other requirements are being met.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Via the outreach channel of visibility from vehicular traffic on FM 518 in front of Stevenson Park, the Friendswood Community will be able to be informed of the event.

RECOMMENDATIONS

Staff recommends consideration of approval from Mayor & City Council for the hanging of the street banner.

ATTACHMENTS

1. 05-01-23 Mary Queen Catholic Church - Street Banner License Agreement
2. 05-01-23 Mary Queen Parish Festival Street Banner Application
3. Mary Queen Church- Form 1295
4. Certificate-Mary Queen at City of Friendswood for banner April May 2023

STREET BANNER LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Street Banner License Agreement (this "Agreement") is made and entered into this 1st day of May, 2023, by and between the City of Friendswood, Texas, a home-rule municipal corporation located in Harris and Galveston Counties, Texas (the "City") and Mary Queen Catholic Church, a non-commercial, charitable, nonprofit organization, having a principal place of business located at 606 Cedarwood Drive, Friendswood, Texas (the "Licensee"). The City and the Licensee are each hereinafter referred to as "Party" and are collectively referred to as the "Parties."

For and in consideration of the promises, covenants, terms and provisions contained herein, the Parties hereby agree as follows:

1. City's Obligations.

- 1.01 Subject to Texas Department of Transportation written approval, the City agrees to permit the Licensee to use that portion of the S. Friendswood Drive right-of-way adjacent to Stevenson Park and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes, for the purpose of placing a banner over S. Friendswood Drive for a period of seven (7) days from May 1, 2023, to May 7, 2023.
- 1.02 Upon The Licensee's payment of all applicable fees, the City shall install a banner over S. Friendswood Drive on or before May 1, 2023, and shall remove the same on or after May 7, 2023, unless earlier removed in order to protect the public health, safety, and welfare.

2. The Licensee's Obligations

- 2.01 The Licensee shall pay to the City a non-refundable fee of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00). All fees required hereunder shall be paid prior to the installation of the banner. Payment to City hereunder shall be by check, certified or cashier's check or by personal check if drawn on banks for which verification of funds may be obtained.
- 2.02 The Licensee shall conduct its activities so as not to endanger any person or property. The Licensee understand and agrees that should the banner pose a risk of danger to persons or property, the City may remove the banner without advance notice to the Licensee without liability.
- 2.03 The Licensee agrees that the placement, installation and removal of the banner shall be in accordance with all applicable laws, rules and regulations, including, but not limited to, Section 15.8 of Appendix A of the Friendswood City Code.
- 2.04 The Licensee agrees that the banner placed pursuant to the Agreement will be removed by the City upon the expiration of the license term specified in Section 3 below, unless required to be removed earlier for the protection of the public health, safety, and welfare. The Licensee shall be responsible for any and all damage to (i) the right-of-way, including any structure or facility located in, on, over, or under the right-of-way, and/or (ii) any other personal or real property, which damage is caused by the placement, removal or display of the banner. The Licensee shall pick up the banner before 5:00 p.m. on the Monday following the banner's removal. Should the Licensee fail to do so, the banner shall be considered abandoned and the City may keep or dispose of it as it sees fit.

- 2.05 Notwithstanding any other provision in this Agreement, it is further agreed that the City shall not be responsible to any party or parties whatsoever for any claims, demands, losses, suits, judgments for damages or injuries to persons or property by reason of the installation, maintenance, inspection, or use of the banner belonging to the Licensee and constructed, installed or placed on or over public right-of-way.

THE LICENSEE SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY IN THIS PARAGRAPH THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND FOR ANY INJURY, DEATH, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE BANNER CONTEMPLATED HEREIN, OR IN THE PERFORMANCE OF ANY ACT OR ANY OMISSION UNDERTAKEN PURSUANT TO OR IN ANY MANNER RELATED TO THE LICENSE GRANTED HEREBY, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE LICENSEE, ITS OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES (COLLECTIVELY AS USED HEREIN "THE LICENSEE") OR THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE LICENSEE AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY THE LICENSEE TO INDEMNIFY, PROTECT AND DEFEND THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE AND FROM THE CONSEQUENCES OF THE LICENSEE'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE 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 THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE OWNER BY REASON OF ANY OF THE INDEMNITIES PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, THOSE INCLUDED ELSEWHERE IN THIS CONTRACT, THE CONTRACTOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE OWNER. The indemnities

provided for herein, including, but not limited to, those elsewhere in this Contract, will survive the expiration or termination of this Agreement.

- 2.06 The Licensee shall maintain throughout the term of this Agreement the following coverages, written by a carrier that is licensed and admitted to do business in the State of Texas and having an A.M. Best Rating of A:VII or higher.

Commercial General Liability Policy;

- General aggregate of \$1,000,000.
- Minimum of \$500,000 per occurrence.
- Coverage shall be broad form.
- No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- Waiver of subrogation in favor of the City
- City, its officers, agents and employees shall be listed as additional insureds

Prior to the execution of this Agreement and thereafter upon request, The Licensee shall provide certificates of insurance to the City evidencing the coverages required herein.

3. Term

Except as otherwise provided herein, the term of this Agreement shall begin on the date signed by the City Manager and shall continue in full force and effect until the Banner is removed and the right-of-way is restored; provided that Sections 2.04 – 2.06 shall not expire but shall remain in full force and effect.

4. General Conditions

- 4.01 Neither the City nor the Licensee shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part during the term hereof.
- 4.02 Failure of either Party hereto to insist on the strict performance of any of the agreements 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 or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- 4.03 This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas, 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.
- 4.04 All Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- 4.05 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.
- 4.06 This Agreement, together with Section 15.8 of Appendix A of the Friendswood City Code, contains all the agreements of the Parties relating to the subject matter hereof and is the full and final expression of the agreement between the Parties. This Agreement shall not be amended or modified without the express written consent of both Parties hereto.

Executed in duplicate originals, this the ____ day of May, 2023.

CITY OF FRIENDSWOOD, TEXAS

ATTEST:

MORAD KABIRI, City Manager (Date)

LETTIE BRYSCH, City Secretary

THE LICENSEE:

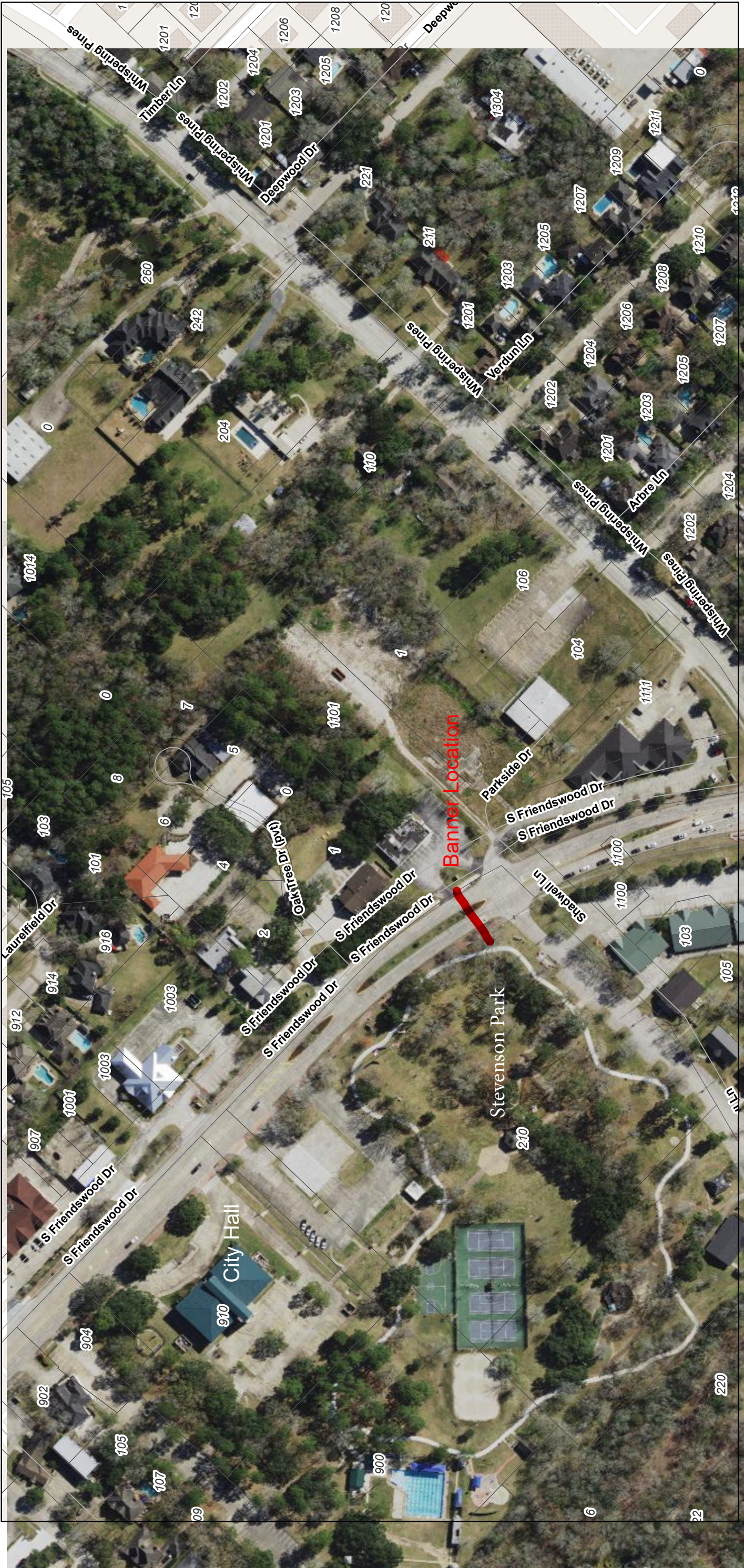
(Signature) 3/24/2023 (Date)

John Laine
(Printed Name)

Business Manager
(Title)

Friendswood, Texas

Exhibit "A"



9/22/2022, 2:33:49 PM

City Limits

Streets

Galveston_County- Lot_Lines

Parcels

Parcels Owner Information

1:2,257

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.14 km

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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 1, 2023

Date submitted: 04/04/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider selecting George W. Offenhauser, Sr., as Grand Marshal of the July 4, 2023 Parade.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to select Mr. George W. Offenhauser, Sr., as the Grand Marshal for the July 4, 2023, Parade.

Mr. Offenhauser was born February 22, 1924, in Alhambra, CA, the second of three brothers born to Frank Offenhauser & Antoinette Marie Maupas Offenhauser. At the age of sixteen, Mr. Offenhauser took a bus to Houston to work for his uncle at the A.J. Bayer Co. When Pearl Harbor was bombed, Mr. Offenhauser was seventeen years old and his father would not sign-off on him joining the military until he finished high school. In 1942, after graduation and at the age of eighteen, Mr. Offenhauser enlisted in the U.S. Navy under the Merchant Marines (MI) Program.

Mr. Offenhauser was sent to Catalina Island, Avolone, CA, for a three-month training session where he received his Ordinary Seaman's paper and was assigned to the tanker Paul Shoup in the deck gang. He sailed in the Pacific Theater from 1943 to 1946; and it was during those years when he received (1) a Certificate of Service to Able Seaman, (2) a Certificate as Tankerman, (3) a Master's Certificate of Service of Sick or Injured Seaman, and (4) a Certificate of Efficiency to Lifeboat Man. Mr. Offenhauser served on five different ships: (1) Paul Shoup, (2) M. H. Whittier, (3) Alan Seeger, (4) S.S. Plattsburg, and (5) the Wabash Victory.

Mr. Offenhauser has received the following Decorations for Service and recognitions:

1. Victory Medal,
2. Pacific War Zone,
3. Honorable Service Button,
4. Merchant Marine Emblem,
5. Presidential Testimonial Letter signed by President Harry S., Truman,
6. Convoy Cup Medallion in recognition of service in the U.S. Merchant Marines during WW II from the Convoy Cup Foundation (2021),
7. the Congressional Gold Medal for WW II Merchant Mariners (2022), and
8. a Certificate of Congressional Recognition from U. S. House of Representatives Randy Weber in recognition of his 99th birthday (2023).

Mr. Offenhauser married his high school sweetheart, Ms. Rosalie Helen Wald, on leave from the military

on August 22, 1943. They were married for 73 1/2 years, until she passed away in January 2017. Mr. Offenhauser built his home in Friendswood in 1965, where he raised his family of four children, five grandchildren, and seven great-grandchildren. Mr. Offenhauser remains in his home with his little dog Zoey as his faithful companion.

Ms. Rosalie Murphy, Mr. Offenhauser's daughter, submitted her father as a nominee for the July 4, 2023, Parade on March 10, 2023. Her submission is attached to this item for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. George W. Offenhauser, Sr. Nomination _Redacted
2. George W. Offenhauser, Sr. Nomination

March 10, 2023

Mr. Toney,

I hope this is enough information
to recommend Dad for the Grand Marshal.
If more is necessary, please don't
hesitate to contact me.

Thank you for your time and help
in this matter.

Regards,

Rosalie E. O. Murphy

Biography of George W. Offenhauser, Sr.
for
Fourth-of-July Steering Committee - Grand Marshal

██████████ 1924: Born in Alhambra, CA.

Parents: Frank Offenhauser & Antoinette Marie Maupas Offenhauser
Second of three brothers

1938: At age 14, George worked for a local veterinary hospital for "room and board to pay off his dog's surgery".

1940: At age 16, took a bus to Houston, TX. He worked at A. J. Bayer Co. (later became Offenhauser Co. - metal fabricators) for his uncle.
When Pearl Harbor was bombed, George was 17 and his father wouldn't "sign" for him to join the military because he wanted him to finish high school. Then after graduation, he returned to California at age 18 and enlisted.

1942-December 14: Enlisted in Naval Reserve in Los Angeles, CA. Classified as "M-1" and served in the Merchant Marines.

1943: April 12, earned his "Seaman's Certificate"
August 22, while on leave, married Rosalie Helen Wald (his high school sweetheart)

1944: February 1, earned his "Certificate as Tankerman". The Navy allowed him to work 6 months for Tide Water Associated Oil Co. refueling ships in San Diego, CA, harbor. If he worked more than that, he would have been sent into battle.

T-2 Tankers and Freighters George served on in the Pacific Theater:

SS Paul Shoup - messboy and "OS" (ordinary seaman)

SS Platsburg - "AB" (able bodied seaman)

Mericos H. Whittier - "AB"

Alan Seager - "AB"

Wabash Victory - maintenance

1946: George "completed a period of substantially continuous service in the Merchant Marine, Jan 12, 1943 to March 21, 1946.

Decorations for Service:

Victory Medal

Pacific War Zone Medal

Honorable Service Button

Merchant Marine Emblem

Presidential Testimonial Letter signed by President Harry S. Truman

- 1946: George and Rosalie returned to Houston with their 2 children. He returned to work at the Offenhauser Co. for the next 61 years. He rose to the final position of Executive Vice-President.
- 1965: George and Rosalie built their home in Friendswood: [REDACTED]. At that time there were approximately 2,500 residents. George and Rosalie were married for 73 1/2 years when she passed in January 2017. He still lives in their home with his little dog "Zoey".
- 2018: June 1-2 Went on Honor Flight Houston to Washington, DC. They visited the WW II memorial, National Cemetery, Smithsonian and stayed in the Marine barracks.
- 2021: September 21-24 Attended the American Merchant Marine Veterans WW II Convention. Along with other veterans, George received the Convoy Cup Medallion in recognition of service in the U.S. Merchant Marines during WW II from the Convoy Cup Foundation. The medallion was presented by Capt. Egil Vaastand, Norwegian Embassy, Washington, DC.
- 2022: May 18 Washington, D.C., Capital Building, Statuary Hall. Along with 8 other WW II veterans, George was awarded the Congressional Gold Medal for WW II Merchant Mariners. It took seven years for this medal to be agreed upon by Congress and then minted by the U.S. Mint. There are approximately 250 WW II Merchant Marine veterans still alive.
- 2023: March 5 Received "Certificate of Congressional Recognition" for his 99th birthday. It was presented, in person, by U.S. House of Representatives Randy Weber. He is our local congressman.
- George W. Offenhauser, Sr. has 4 children (one son deceased), 5 grandchildren and 7 great-grand children.

Attached are more detailed stories of George's time in the service.

George W. Offenhauser, Sr.

Born [REDACTED] 1924 in Alhambra, CA. George enlisted in the US Navy under their M1 Program (Merchant Marines) in 1942. He was sent to Catalina Island, Avolone, CA for three months training. He received his Ordinary Seaman's paper and was assigned to the tanker Paul Shoup in the deck gang. He sailed in the Pacific Theater from 1943 to 1946. During those years, he received his Certificate of Service to Able Seaman, Certificate as Tankerman, Master's Certificate of Service of Sick or Injured Seaman and Certificate of Efficiency to Lifeboat Man. In all, George served on five different ships : Paul Shoup, M. H. Whittier, Alan Seeger, S.S. Plattsburg and the Wabash Victory. At his ports of call they delivered bunker fuel oil to Pearl Harbor; aboard the tanker they carried Hell Cats and Corsairs and delivered them to Esperato Santos; they delivered gasoline to Henderson Field, Guadalcanal, by submarine line and at times they delivered diesel to the Naval Base at Tillage for the submarines. The Wabash Victory was a freighter and was sent to Okinawa, Japan, to become the "invasion ship". It was loaded with 65 railroad car loads of dynamite, 5 tons of blasting caps and complete airfield supplies (landing mats for air strips, planes and all equipment for a complete military air field). *When they reached Okinawa, the war had just ended. They had to wait for new orders. However, the dynamite had become unstable from the heat, no one wanted it, so they were sent back to San Francisco where they had to just stay anchored out in the bay. George was discharged at that time (March 1946).

George had married his high school sweetheart, Rosalie H. Wald, while on leave In August of 1943. After being in California, they moved back to Houston, TX, in 1946. They were married 73 1/2 years before her passing in January, 2017. They have 4 children, 5 grand children and 7 great-grand children. AND George still plays 9 holes of golf every week!

*This is for the biography of veterans
on the Wilson flight.*

5-20-2018

Did corrected this today:

*They laid in the harbor @ White Beach
for a month, then the war ended.*

GEORGE W. OFFENHAUSER

BORN [REDACTED] 1924 IN ALHAMBRA CALIF.

ENLISTED IN THE U.S. NAVY UNDER THEIR
M1 PROGRAM (MERCHANT MARINE) IN 1942.
WAS SENT TO CATALINA ISLAND, AVOLONE, CALIF.
FOR THREE MONTHS TRAINING. I RECEIVED MY
ORDINARY SEAMAN'S PAPER AND WAS ASSIGNED
TO A TANKER, PAUL SHUP, IN THE PECK GANG.

SAILED IN THE PACIFIC THEATRE FROM 1943 TO 1946
ON FOUR DIFFERENT SHIPS, PAUL SHUP, WHITTER,
ALLEN SEEGAR, PLATTSBURY AND WABASH VICTORY.
THE WABASH VICTORY WAS A FREIGHTER AND WAS
SENT TO OKINAWA TO COME AIR INVASION FROM
TO INVADE JAPAN. WHILE IN OKINAWA THE WAR
ENDED. FROM THERE WE WERE SENT BACK TO
SAN FRANCISCO - ANCHORED OUT IN SAN FRANCISCO
BAY. RECEIVED MY DISCHARGE IN MARCH 1946.
MARRIED H. E. SWEENEY WHILE ON LEAVE
IN 1943 TO ROSCIE WARD.

MOVED TO HOUSTON IN 1946.

DIED FOR 73 YEARS

HAVE 4 CHILDREN 5 GRANDCHILDREN AND
7 GREAT GRAND CHILDREN.

Information given to me (daughter – Rosalie E. Offenhauser Murphy) February 8, 2012

Progression of status:

In boot camp you went through all of the training to run a ship and save yourself. When you got out of boot camp/school you were put in one of the following: 1. mess room: you were a “mess boy” or worked for the

steward

2. deck gang : (and progressed through) “OS” (ordinary seaman),
“AB” (able bodied), Maintenance, Boson

3. engine room: wiper, oiler

At one time he thought that the mess room would be the best for him because “that’s where all of the food was”, but when he went to sea he found out that “it wasn’t for me”. When he was on the Paul Shoup he wanted to change from “mess boy” to deck gang. While in the kitchen he was so sick that the 2nd mate took pity and got him and transferred to the deck gang.

When he went to work at Associated Oil to refuel ships in the harbor, he had to get permission from the Navy. They gave him 6 mos. to do that. The Navy advised him at the end of the 6 mos., to ship out on a ship (Plattsburg). If he worked for them more that 6 mos. he would have to report to San Diego and be sent into battle. He worked for Associated less than the 6 mos. In order to work for Associated Oil he had to get his “Tankerman’s Certificate”. This was issued by the Coast Guard to show that he was qualified to refuel ships for Associated. This certificate was not needed to just serve regularly on Navy ships. Very few service men got this certificate.

The course of travel, while on the SS Plattsburg, in the Pacific was as follows: The ship would leave San Pedro, CA, and travel to Noumea Island, ^{CAPITAL OF} New Caledonia, and would lay there for orders. It would then travel to Espioto Santo in the New Hebrides and that is where they unloaded the air planes onto carriers. From that island they would sail to Guadalcanal at Henderson Air Field and unload all of the aviation fuel. After that the Plattsburg went across the Coral Sea to Tregasse Island at the submarine base and the re-fuel the submarines with the diesel through large hoses (onboard ship) connected to the submarines and then unloaded drums of fuel oil for the subs. At this time, their ship was empty so they would be ordered back to San Pedro. One time while on the Plattsburg, he went through

heavy/rough seas and the "gun tub" (made of ½" steel plate) was bent over by the force of the waves against them and the ammunition magazines were loose and would be wedged under the pipes on deck. He amazingly never got sick. --- It would take 24 hrs. every time he left port to get his sea legs and he ate bunches of crackers during that time. After that he was fine, but "the first 24 hrs. were hell."

When he was on the Wabash Victory, the ship was scheduled as an "invasion ship" to Japan. The route it took was from San Pedro, CA, to San Francisco. There the freighter was loaded with 65 railroad car loads of dynamite, 5 tons of blasting caps and the deck cargo was loaded motor vehicles and complete airfield supplies (landing mats for air strips and all equipment for a complete military air field). The Wabash Victory's first stop in the Pacific was Eniwetck in the Coral Sea. It was a recreation island and there wasn't any unloading. From there they sailed through many storms to Ulithi in the Mariana Islands, then onto Okinawa in the Ryukyu Islands. While on his way and in Okinawa, he went through 1 typhoon during the summer and fall of 1945. When they reached Okinawa, they rode out a typhoon in the harbor. Many of the ships went down in the harbor. All you could see was the tops of the 3 stacks and he didn't know what happened to the men on board. The second happened when the Wabash was in the harbor and then was ordered out before the storm hit (some could not get out of the harbor soon enough). When the third typhoon hit they were still in the harbor and rode it out: both anchors were put out – one on each side – and the ship was kept at full speed ahead in order to buffer the waves; planes, landing craft, etc. broke their anchor chains from all of the tossing about and were crashing back and forth on the deck. There they waited until the Navy sent new orders for the ship as to where they were to go for the invasion. During their wait, they unloaded some of the dynamite and tested it as to how it would explode. It had become "unstable" (from the heat) while on board the ship. Then no one wanted the contents or the ship! None of the cargo was unloaded from this trip. By this time the war had ended. They continued to wait for further orders. Finally they were ordered to return to San Francisco and anchored out in San Francisco Bay in what was called "dynamite row" away from everyone, because no one wanted them there either. No one was allowed to leave the ship. He stayed on this ship until he got into trouble with the 3rd mate and he was to go "before the captain's mast" for insubordination. At this time he called Dr. Rickabaugh (mom was expecting Steve and she was very sick) and said, "get me off this ship fast". The doctor contacted the Coast Guard and got him off. He was

transported to shore in a dingy that traveled back and forth to shore several times a day. "This ended the problem with the captain and the 3rd mate."

Dad's position during an emergency attack was to "relieve the man at the wheel" (on the bridge). Everyone had an assigned job. It could have been passing ammunition backward or forward and etc. ----- "Actually, on the bridge was not a good place to be!"

When Dad was on the Paul Shoup, Alan Seeger and Mericos H. Whittier, the cargo consisted of "bunker oil" that was transported up and down the west coast from San Pedro to San Francisco to Portland, OR, and then over to Hawaii.

At the end of 1945 he was through. He went to the draft in Alhambra, CA, and they said that he had completed his military obligation. Then when he returned to Houston in January, 1946, he reported to the Houston draft board and they reclassified him as "1A" and told him to report for duty. He then contacted the Navy War /Shipping Administration and they in turn contacted the Houston draft board. Houston then reclassified him as "1C". This all happened because Houston said that Alhambra did not have the authority to release him --- only Houston. He felt that he would have then been in the Army had he not been reclassified by Houston.

STAINLESS STEEL

ALUMINUM

BRASS & COPPER



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Houston, Texas 77023

2220 Canada Dry

PORTS OF CALL

DELIVERED BULKER FUEL OIL
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TO ESPERATO SANTOS CARRIED
ABOARD TANKER.

GASOLINE TO HENDERSON FIELD,
BY SUBMARINE LINE - FRODOACANAL

DEISEL FOR SUBS AT TELAGUE,
NAVAL BASE.

George W. Offenhauser, Sr.

Information off of the internet November, 2011:

www.ancestry.com/military

Birth: [REDACTED]/1924 Alhambra, Los Angeles, California
Enlisted military Day _____ Month _____ Yr. 1942
Location: Alhambra, Los Angeles, California
Race/nationality White, US Citizen

Information from Dad given to me December, 2011

Enlisted in Naval Reserve 1942; served Merchant Marines; SS Plattsburg
Sept. 20, 1943
Seaman's paper Certificate of ID: 326828 (not "dog tag") on
Plattsburg
Discharged US Coast Guard Cert# 5642410 M-1 August 15, 1945

Dog tag number: 4307-00443

Period of time: after June 1, 1943 Dad went to refueling ships in San Pedro
Willington Harbor; from there he had to go back to sea Aug. 10, 1943
to Sept. 1943 (refueling the ships in harbor)

Then he signed on to the Plattsburg Sept. 20, 1943; before the Plattsburg he
was on the SS Paul Shoup as a "messboy"

When he first started recruiting for merchant seaman, it was under the US
Coast Guard, then the Navy took it over and put them in the M-1
classification so that he couldn't be drafted by the Army.



U.S. Department
of Transportation
**Maritime
Administration**

Administrator

400 Seventh Street, S.W.
Washington, D.C. 20590

Dear Merchant Marine Veteran:

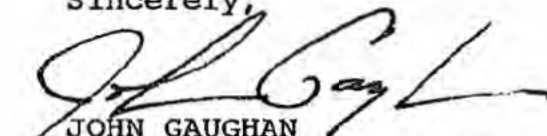
Pursuant to the January 19, 1988, official conferment of veteran status on members of the American Merchant Marine who served aboard oceangoing merchant ships on World War II, I am pleased to provide you with your wartime Certificate of Service. Certainly, this long overdue recognition was well-earned. The officers and crews played a key role in transporting the troops and war material that enabled United States and Allied Forces to turn the tide of victory against the Axis powers.

In providing this vital wartime service, the American Merchant Marine paid a heavy toll. President Ronald Reagan acknowledged this cost recently, in his 1988 National Maritime Day Proclamation, when he stated, "The importance of the merchant marine to our national defense was never more clear than in World War II when, at a cost of more than 6,000 lives and with a loss of 733 ships, the American merchant marine never faltered in delivering cargo for our Armed Forces throughout the world." U.S merchant seamen died as a result of enemy attacks at a rate that proportionately exceeded all branches of our armed services, with the single exception of the United States Marine Corps. Untold thousands of additional seafarers were wounded or injured in these attacks, and nearly 600 were made prisoners of war.

We in the Department of Transportation and the Maritime Administration staunchly supported the efforts to provide veteran status for World War II seafarers.

The Honorable Discharge and Form DD 214, which you have received from the U.S. Coast Guard or the Department of the Army, entitle you to certain benefits administered by the Veterans' Administration. You should contact your nearest Veterans' Administration office to determine the benefits available to you.

Sincerely,



JOHN GAUGHAN
Maritime Administrator

Enclosure

U.S. Department
of Transportation
**United States
Coast Guard**



Commandant
United States Coast Guard

Washington, D.C. 20593-0001
Staff Symbol: G-NVP-1/MMS
Phone: (202) 267-0231

16720/MMVS

06 OCT 1981

Dear Veteran:

The valuable and often valiant service of the American Merchant Marine has long been recognized. That service has now been recognized as having veterans status. Please accept the enclosed Certificate of Release or Discharge From Active Duty (DD Form 214) and Honorable Discharge Certificate (DD Form 256CG), presented on behalf of a grateful nation.

General Douglas MacArthur said, "I hold no branch in higher esteem than the Merchant Marine Services."

The Certificate of Release or Discharge From Active Duty indicates all applicable service and awards contained in your record maintained by the Coast Guard. If you believe the information concerning service is in error, please forward any documentation you may have concerning the service in question to the above address. If the medals or awards indicated on the form are not correct, your questions and/or documentation should be forwarded to the Maritime Administration, Office of Maritime Labor and Training, 400 7th Street S.W., Washington, DC 20590. This will be reviewed, and, if the original Certificate was issued incorrectly, an amendment will be issued.

The enclosed documents establish your status as a veteran. You must present these documents to your local Veterans Administration office for a determination of the benefits to which you may be entitled.

Sincerely,

A handwritten signature in dark ink, appearing to read "F. J. Grady".

F. J. GRADY
Captain, U. S. Coast Guard
Chief, Merchant Vessel Personnel
Division
By direction of the Commandant

Encl: (1) Certificate of Release or Discharge From Active Duty (DD Form 214)
(2) Honorable Discharge Certificate (DD Form 256CG)

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 1, 2023

Date submitted: 03/31/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the ad valorem tax report for March 2023.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax March 2023



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 10, 2023

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, 2023 is true and correct.

Under my hand and seal this 10th day of April, 2023.



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
Bay Colony West MUD

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

04/04/2023 09:43:25 4250959
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 03/01/2023 THRU 03/31/2023
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
2022	M & O	.388560	277,054.64	.00	17,539.52	.00	294,594.16	336.95	.00	.00	294,931.11
	I & S	.098754	70,414.52	.00	4,457.86	.00	74,872.38	.00	.00	.00	74,872.38
	TOTAL	.487314	347,469.16	.00	21,997.38	.00	369,466.54	336.95	.00	.00	369,803.49
2021	M & O	.385147	855.38-	.00	1,349.90	.00	494.52	1,360.50	.00	.00	1,855.02
	I & S	.102167	226.90-	.00	358.07	.00	131.17	.00	.00	.00	131.17
	TOTAL	.487314	1,082.28-	.00	1,707.97	.00	625.69	1,360.50	.00	.00	1,986.19
2020	M & O	.392153	22.77	.00	430.82	.00	453.59	396.96	.00	.00	850.55
	I & S	.095161	5.53	.00	104.55	.00	110.08	.00	.00	.00	110.08
	TOTAL	.487314	28.30	.00	535.37	.00	563.67	396.96	.00	.00	960.63
2019	M & O	.432160	683.66	.00	334.93	.00	1,018.59	245.65	.00	.00	1,264.24
	I & S	.089279	141.23	.00	69.19	.00	210.42	.00	.00	.00	210.42
	TOTAL	.521439	824.89	.00	404.12	.00	1,229.01	245.65	.00	.00	1,474.66
ALL	M & O		276,905.69	.00	19,655.17	.00	296,560.86	2,340.06	.00	.00	298,900.92
ALL	I & S		70,334.38	.00	4,989.67	.00	75,324.05	.00	.00	.00	75,324.05
ALL	TOTAL		347,240.07	.00	24,644.84	.00	371,884.91	2,340.06	.00	.00	374,224.97
DLQ	M & O		148.95-	.00	2,115.65	.00	1,966.70	2,003.11	.00	.00	3,969.81
DLQ	I & S		80.14-	.00	531.81	.00	451.67	.00	.00	.00	451.67
DLQ	TOTAL		229.09-	.00	2,647.46	.00	2,418.37	2,003.11	.00	.00	4,421.48
CURR	M & O		277,054.64	.00	17,539.52	.00	294,594.16	336.95	.00	.00	294,931.11
CURR	I & S		70,414.52	.00	4,457.86	.00	74,872.38	.00	.00	.00	74,872.38
CURR	TOTAL		347,469.16	.00	21,997.38	.00	369,466.54	336.95	.00	.00	369,803.49

04/04/2023 09:40:58
TC298-M SELECTION: DEPOSIT

4250959

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2023 THRU 03/31/2023
JURISDICTION: 337 FRIENDMD CITY

PAGE: 232
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2020	864030923PHC	1022320000013	202302	69.62-	0.00	17.41-	17.41-CERT	0.00	104.44-TR
2020	864030923PHC	1022320000013	202302	8.32-	0.00	2.25-	2.11-CERT	0.00	12.68-TR
2020	RF230314	168380	202012	168.19-	0.00	0.00	0.00 20S1	168.19	0.00 RF
2020	RF230314	168380	202012	0.00	0.00	0.00	0.00 20S1	168.19-	0.00 RF
2020	RF230314	168401	202012	24.36-	0.00	0.00	0.00 20S1	24.36	0.00 RF
2020	RF230314	168401	202012	0.00	0.00	0.00	0.00 20S1	24.36-	0.00 RF
2020	RF230314	202068	202012	206.06-	0.00	0.00	0.00 20S1	206.06	0.00 RF
2020	RF230314	202068	202012	0.00	0.00	0.00	0.00 20S1	206.06-	0.00 RF
2020	RF230314	407375	202012	426.08-	0.00	0.00	0.00 20S1	426.08	0.00 RF
2020	RF230314	407375	202012	0.00	0.00	0.00	0.00 20S1	426.08-	0.00 RF
2020	RF230314	521201	202101	597.15-	0.00	0.00	0.00 20S1	597.15	0.00 RF
2020	RF230314	521201	202101	0.00	0.00	0.00	0.00 20S1	597.15-	0.00 RF
2020 TOTAL				1,499.78-	0.00	19.66-	19.52-	0.00	1,538.96-

2021	RF230323	1022330000040	202112	168.01-	0.00	0.00	0.00 HK19	168.01	0.00 RF
2021	RF230323	1022330000040	202112	0.00	0.00	0.00	0.00 HK19	168.01-	0.00 RF
2021	RF230323	1043380000047	202201	0.00	0.00	0.00	0.00 HK19	172.92-	0.00 RF
2021	RF230323	1043380000047	202201	172.92-	0.00	0.00	0.00 HK19	172.92	0.00 RF
2021	RF230314	146729	202111	0.00	0.00	0.00	0.00 21S1	121.83-	0.00 RF
2021	RF230314	146729	202111	121.83-	0.00	0.00	0.00 21S1	121.83	0.00 RF
2021	RF230314	168014	202112	0.00	0.00	0.00	0.00 21S1	169.84-	0.00 RF
2021	RF230314	168014	202112	169.84-	0.00	0.00	0.00 21S1	169.84	0.00 RF
2021	RF230314	168380	202112	501.68-	0.00	0.00	0.00 21S1	501.68	0.00 RF
2021	RF230314	168380	202112	0.00	0.00	0.00	0.00 21S1	501.68-	0.00 RF
2021	RF230314	168401	202112	622.77-	0.00	0.00	0.00 21S1	622.77	0.00 RF
2021	RF230314	168401	202112	0.00	0.00	0.00	0.00 21S1	622.77-	0.00 RF
2021	RF230314	168846	202112	226.17-	0.00	0.00	0.00 21S1	226.17-	0.00 RF
2021	RF230314	168846	202112	226.17-	0.00	0.00	0.00 21S1	226.17	0.00 RF
2021	RF230314	202068	202112	0.00	0.00	0.00	0.00 21S1	241.95-	0.00 RF
2021	RF230314	202068	202112	241.95-	0.00	0.00	0.00 21S1	241.95	0.00 RF
2021	RF230314	202547	202201	0.00	0.00	0.00	0.00 21S1	734.63-	0.00 RF
2021	RF230314	202547	202201	734.63-	0.00	0.00	0.00 21S1	734.63	0.00 RF
2021	RF230314	203041	202112	0.00	0.00	0.00	0.00 21S1	326.63-	0.00 RF
2021	RF230314	203041	202112	326.63-	0.00	0.00	0.00 21S1	326.63	0.00 RF
2021	RF230314	299091	202112	0.00	0.00	0.00	0.00 21S1	405.11-	0.00 RF
2021	RF230314	299091	202112	0.00	0.00	0.00	0.00 21S1	405.11	0.00 RF
2021	RF230314	300634	202201	0.00	0.00	0.00	0.00 21S1	205.63-	0.00 RF
2021	RF230314	300634	202201	205.63-	0.00	0.00	0.00 21S1	205.63	0.00 RF
2021	RF230314	310899	202112	0.00	0.00	0.00	0.00 21S1	121.83-	0.00 RF
2021	RF230314	310899	202112	121.83-	0.00	0.00	0.00 21S1	121.83	0.00 RF
2021	RF230314	381758	202112	161.30-	0.00	0.00	0.00 21S1	161.30	0.00 RF
2021	RF230314	381758	202112	161.30-	0.00	0.00	0.00 21S1	161.30	0.00 RF
2021	RF230314	401008	202112	24.36-	0.00	0.00	0.00 21S1	24.36	0.00 RF

04/04/2023 09:40:58
TC298-W SELECTION: DEPOSIT

4250959

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2023 THRU 03/31/2023
JURISDICTION: 337 FRIENDWD CITY

PAGE: 233
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	RF230314	401008	202112	0.00	0.00	0.00	0.00 21S1	24.36-	24.36-RF
2021	RF230314	401042	202112	914.34-	0.00	0.00	0.00 21S1	914.34	0.00 RF
2021	RF230314	401042	202112	0.00	0.00	0.00	0.00 21S1	914.34-	914.34-RF
2021	RF230314	407375	202112	784.57-	0.00	0.00	0.00 21S1	784.57	0.00 RF
2021	RF230314	407375	202112	0.00	0.00	0.00	0.00 21S1	784.57-	784.57-RF
2021	RF230314	412742	202201	464.99-	0.00	0.00	0.00 21S1	464.99	0.00 RF
2021	RF230314	412742	202201	0.00	0.00	0.00	0.00 21S1	464.99-	464.99-RF
2021	RF230314	508802	202112	692.72-	0.00	0.00	0.00 21S1	692.72	0.00 RF
2021	RF230314	508802	202112	0.00	0.00	0.00	0.00 21S1	692.72-	692.72-RF
2021	RF230314	521201	202201	0.00	0.00	0.00	0.00 21S1	598.87-	598.87-RF
2021	RF230314	521201	202201	598.87-	0.00	0.00	0.00 21S1	598.87	0.00 RF
2021	RF230314	720934	202112	0.00	0.00	0.00	0.00 21S1	573.01-	573.01-RF
2021	RF230314	720934	202112	573.01-	0.00	0.00	0.00 21S1	573.01	0.00 RF
2021 TOTAL				8,233.16-	0.00	0.00	0.00	0.00	8,233.16-

2022	902030623T	1000450000035	202212	1,323.16-	0.00	0.00	0.00 CERT	0.00	1,323.16-TR
2022	RF230323	1012810000024	202301	0.00	0.00	0.00	0.00 HK07	135.14-	135.14-RF
2022	RF230323	1012810000024	202301	135.14-	0.00	0.00	0.00 HK07	135.14	0.00 RF
2022	RF230323	1022330000040	202301	0.00	0.00	0.00	0.00 HK07	254.45-	254.45-RF
2022	RF230323	1022330000040	202301	254.45-	0.00	0.00	0.00 HK07	254.45	0.00 RF
2022	RF230323	1043380000046	202302	0.00	0.00	0.00	0.00 HK07	175.13-	175.13-RF
2022	RF230323	1043380000046	202302	163.67-	0.00	11.46-	0.00 HK07	175.13	0.00 RF
2022	RF230323	1043990010008	202301	0.00	0.00	0.00	0.00 HK072014-19	37.46-	37.46-RF
2022	RF230323	1043990010008	202301	37.46-	0.00	0.00	0.00 HK072014-19	37.46	0.00 RF
2022	902030623T	1050150000016	202302	656.01-	0.00	0.00	0.00 CERT	0.00	656.01-TR
2022	RF230307	1050150000016	202302	0.00	0.00	28.45-	0.00 CERT2019645	500.00-	500.00-RF
2022	RF230307	1050150000016	202302	406.33-	0.00	0.00	0.00 CERT2019645	500.00	0.00 RF
2022	RF230323	1055780000013	202212	69.58-	0.00	0.00	0.00 HK07	69.58	0.00 RF
2022	RF230323	1055780000013	202212	0.00	0.00	0.00	0.00 HK07	69.58-	69.58-RF
2022	RF230323	1063140000025	202301	161.11-	0.00	0.00	0.00 HK07	161.11	0.00 RF
2022	RF230323	1063140000025	202301	0.00	0.00	0.00	0.00 HK07	161.11-	161.11-RF
2022	RF230323	1063190000018	202301	70.89-	0.00	0.00	0.00 HK07	70.89	0.00 RF
2022	RF230323	1063190000018	202301	0.00	0.00	0.00	0.00 HK07	70.89-	70.89-RF
2022	RF230323	1063240000007	202212	0.00	0.00	0.00	0.00 HK07	88.78-	88.78-RF
2022	RF230323	1063240000007	202212	88.78-	0.00	0.00	0.00 HK07	88.78	0.00 RF
2022	RF230323	1097960000004	202301	0.00	0.00	0.00	0.00 HK07	231.57-	231.57-RF
2022	RF230323	1097960000004	202301	231.57-	0.00	0.00	0.00 HK07	231.57	0.00 RF
2022	RF230323	1098330000001	202301	83.21-	0.00	0.00	0.00 HK07	83.21	0.00 RF
2022	RF230323	1098330000001	202301	0.00	0.00	0.00	0.00 HK07	83.21-	83.21-RF
2022	RF230323	1204000010012	202301	71.25-	0.00	0.00	0.00 HK07	71.25	0.00 RF
2022	RF230323	1204000010012	202301	0.00	0.00	0.00	0.00 HK07	71.25-	71.25-RF
2022	RF230323	1294700060037	202301	0.00	0.00	0.00	0.00 HK07	60.92-	60.92-RF
2022	RF230323	1294700060037	202301	60.92-	0.00	0.00	0.00 HK07	60.92	0.00 RF

04/04/2023 09:40:58
TC298-M SELECTION: DEPOSIT

4250959

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2023 THRU 03/31/2023
JURISDICTION: 337 FRIENDMD CITY

PAGE: 234
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF230314	146729	264.27-	0.00	0.00	0.00 22S4	264.27	0.00 RF
2022	RF230314	146729	0.00	0.00	0.00	0.00 22S4	264.27-	264.27-RF
2022	RF230314	167877	6.63-	0.00	0.00	0.00 22S4	6.63	0.00 RF
2022	RF230314	167877	0.00	0.00	0.00	0.00 22S4	6.63-	6.63-RF
2022	RF230314	168014	0.00	0.00	0.00	0.00 22S4	210.57-	210.57-RF
2022	RF230314	168014	210.57-	0.00	0.00	0.00 22S4	210.57	0.00 RF
2022	RF230314	168380	0.00	0.00	0.00	0.00 22S4	470.27-	470.27-RF
2022	RF230314	168380	470.27-	0.00	0.00	0.00 22S4	470.27	0.00 RF
2022	RF230314	168401	0.00	0.00	0.00	0.00 22S4	592.36-	592.36-RF
2022	RF230314	168401	592.36-	0.00	0.00	0.00 22S4	592.36	0.00 RF
2022	RF230314	168459	180.36-	0.00	0.00	0.00 22S4	180.36	0.00 RF
2022	RF230314	168459	0.00	0.00	0.00	0.00 22S4	180.36-	180.36-RF
2022	RF230314	168846	0.00	0.00	0.00	0.00 22S4	225.68-	225.68-RF
2022	RF230314	168846	225.68-	0.00	0.00	0.00 22S4	225.68	0.00 RF
2022	RF230303	168869	0.00	0.00	0.00	0.00 22S0	1,386.62-	1,386.62-RF
2022	RF230303	168869	1,295.91-	0.00	90.71-	0.00 22S0	1,386.62	0.00 RF
2022	RF230314	168988	0.00	0.00	0.00	0.00 22S4	929.60-	929.60-RF
2022	RF230314	168988	929.60-	0.00	0.00	0.00 22S4	929.60	0.00 RF
2022	RF230314	168993	0.00	0.00	0.00	0.00 22S4	452.72-	452.72-RF
2022	RF230314	168993	452.72-	0.00	0.00	0.00 22S4	452.72	0.00 RF
2022	RF230314	169210	0.00	0.00	0.00	0.00 22S4	118.92-	118.92-RF
2022	RF230314	169210	118.92-	0.00	0.00	0.00 22S4	118.92	0.00 RF
2022	RF230314	184297	340.08-	0.00	0.00	0.00 22S4	340.08	0.00 RF
2022	RF230314	184297	0.00	0.00	0.00	0.00 22S4	340.08-	340.08-RF
2022	902030823T	184332	0.00	0.00	24.19-	0.00 CERT	0.00	1,382.46-TR
2022	QR230308	184332	1,358.27-	0.00	0.00	0.00 CERT	0.00	345.62-TR
2022	QR230308	184332	345.62-	0.00	0.00	0.00 CERT	0.00	345.62-TR
2022	QR230308	184332	345.62-	0.00	0.00	0.00 CERT	0.00	321.41-TR
2022	RF230314	200326	0.00	0.00	0.00	0.00 22S4	291.02-	291.02-RF
2022	RF230314	200326	291.02-	0.00	0.00	0.00 22S4	291.02	0.00 RF
2022	RF230314	201128	0.00	0.00	0.00	0.00 22S4	21.02-	21.02-RF
2022	RF230314	201128	21.02-	0.00	0.00	0.00 22S4	21.02	0.00 RF
2022	RF230314	201129	0.00	0.00	0.00	0.00 22S4	17.99-	17.99-RF
2022	RF230314	201129	17.99-	0.00	0.00	0.00 22S4	17.99	0.00 RF
2022	RF230314	201130	0.00	0.00	0.00	0.00 22S4	9.26-	9.26-RF
2022	RF230314	201130	0.00	0.00	0.00	0.00 22S4	9.26	0.00 RF
2022	RF230314	201131	9.26-	0.00	0.00	0.00 22S4	20.80-	20.80-RF
2022	RF230314	201131	0.00	0.00	0.00	0.00 22S4	20.80	0.00 RF
2022	RF230314	201132	20.80-	0.00	0.00	0.00 22S4	13.47-	13.47-RF
2022	RF230314	201132	13.47-	0.00	0.00	0.00 22S4	13.47	0.00 RF
2022	RF230314	201133	0.00	0.00	0.00	0.00 22S4	15.56-	15.56-RF
2022	RF230314	201133	0.00	0.00	0.00	0.00 22S4	15.56	0.00 RF
2022	RF230314	201134	17.59-	0.00	0.00	0.00 22S4	17.59	0.00 RF
2022	RF230314	201134	0.00	0.00	0.00	0.00 22S4	17.59-	17.59-RF
2022	RF230314	201135	0.00	0.00	0.00	0.00 22S416TX050	20.96-	20.96-RF

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YEAR	DEPOSIT	ACCOUNT NUMBER	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF230314	201135	20.96-	0.00	0.00	0.00 22S416TX050	20.96	0.00 RF
2022	RF230314	201144	0.00	0.00	0.00	0.00 22S4	3,867.32-	3,867.32-RF
2022	RF230314	201144	3,867.32-	0.00	0.00	0.00 22S4	3,867.32	0.00 RF
2022	RF230314	201215	0.00	0.00	0.00	0.00 22S4	1,372.28-	1,372.28-RF
2022	RF230314	201215	1,372.28-	0.00	0.00	0.00 22S4	1,372.28	0.00 RF
2022	RF230314	201216	0.00	0.00	0.00	0.00 22S4	2,322.15-	2,322.15-RF
2022	RF230314	201216	2,322.15-	0.00	0.00	0.00 22S4	2,322.15	0.00 RF
2022	RF230314	201218	1,280.56-	0.00	0.00	0.00 22S4	1,280.56	0.00 RF
2022	RF230314	201218	0.00	0.00	0.00	0.00 22S4	1,280.56-	1,280.56-RF
2022	RF230314	201285	826.97-	0.00	0.00	0.00 22S4	826.97-	826.97-RF
2022	RF230314	201285	0.00	0.00	0.00	0.00 CERT	92.12-	92.12-RF
2022	RF230308	201293	0.00	0.00	6.02-	0.00 CERT	92.12-	0.00 RF
2022	RF230308	201293	86.10-	0.00	6.02-	0.00 CERT	92.12-	92.12-RF
2022	RF230308	201293	0.00	0.00	6.03-	0.00 CERT	92.12-	0.00 RF
2022	RF230314	201481	86.09-	0.00	0.00	0.00 CERT	92.12	0.00 RF
2022	RF230314	201481	1,136.17-	0.00	0.00	0.00 22S4	1,136.17	0.00 RF
2022	RF230314	201540	0.00	0.00	0.00	0.00 22S4	1,136.17-	1,136.17-RF
2022	RF230314	201540	0.00	0.00	0.00	0.00 22S4	372.23	372.23-RF
2022	RF230314	201605	372.23-	0.00	0.00	0.00 22S4	372.23	0.00 RF
2022	RF230314	201720	502.77-	0.00	35.19-	0.00 CERT	0.00	537.96-TR
2022	RF230314	201720	0.00	0.00	0.00	0.00 22S4	431.65-	431.65-RF
2022	RF230314	201720	431.65-	0.00	0.00	0.00 22S4	431.65	0.00 RF
2022	RF230314	201988	742.20-	0.00	0.00	0.00 22S4	742.20	0.00 RF
2022	RF230314	201988	0.00	0.00	0.00	0.00 22S4	742.20-	742.20-RF
2022	RF230314	202068	373.60-	0.00	0.00	0.00 22S4	373.60	0.00 RF
2022	RF230314	202068	0.00	0.00	0.00	0.00 22S4	373.60-	373.60-RF
2022	RF230314	202120	59.62-	0.00	0.00	0.00 CERT	0.00	59.62-TR
2022	RF230302	202318	432.57-	0.00	30.28-	0.00 CERT	462.85	0.00 RF
2022	RF230302	202318	0.00	0.00	0.00	0.00 CERT	462.85-	462.85-RF
2022	RF230314	202524	0.00	0.00	0.00	0.00 22S4	695.30-	695.30-RF
2022	RF230314	202524	695.30-	0.00	0.00	0.00 22S4	695.30	0.00 RF
2022	RF230314	202547	1,113.06-	0.00	0.00	0.00 22S4	1,113.06	0.00 RF
2022	RF230314	202547	0.00	0.00	0.00	0.00 22S4	1,113.06-	1,113.06-RF
2022	902031423T	202868	243.50-	0.00	0.00	0.00 CERT	0.00	243.50-TR
2022	902031423T	202868	289.79-	0.00	0.00	0.00 CERT	235.06-	235.06-RF
2022	RF230314	203010	235.06-	0.00	0.00	0.00 22S4	235.06	0.00 RF
2022	RF230314	203010	0.00	0.00	0.00	0.00 22S4	351.41-	351.41-RF
2022	RF230314	203041	0.00	0.00	0.00	0.00 22S4	351.41-	351.41-RF
2022	RF230314	203041	351.41-	0.00	0.00	0.00 22S4	121.83-	121.83-RF
2022	RF230314	219196	0.00	0.00	0.00	0.00 22S4	121.83	0.00 RF
2022	RF230314	219196	121.83-	0.00	0.00	0.00 CERT	0.00	116.45-RI
2022	864030123PHC	219303	116.45-	0.00	28.67-	0.00 CERT	0.00	116.45-RI
2022	902031623T	219334	1,609.53-	0.00	0.00	0.00 CERT	0.00	1,638.20-TR
2022	OR230316	219334	380.88-	0.00	0.00	0.00 CERT	0.00	380.88-TR
2022	QR230316	219334	409.55-	0.00	0.00	0.00 CERT	0.00	409.55-TR

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2022	QR230316	219334	202302	409.55-	0.00	0.00 CERT	0.00	409.55-TR
2022	864033023CHC	288608	202303	243.76-	0.00	0.00 CERT	0.00	243.76-TR
2022	RF230314	288924	202301	775.17-	0.00	0.00 22S4	775.17	0.00 RE
2022	RF230314	288924	202301	0.00	0.00	0.00 22S4	775.17-	775.17-RE
2022	RF230314	289884	202212	977.17-	0.00	0.00 22S4	977.17	0.00 RE
2022	RF230314	289884	202212	0.00	0.00	0.00 22S4	977.17-	977.17-RE
2022	RF230314	299091	202301	0.00	0.00	0.00 22S4	521.23-	521.23-RE
2022	RF230314	299091	202301	521.23-	0.00	0.00 22S4	521.23	0.00 RE
2022	RF230314	299131	202301	0.00	0.00	0.00 22S4	463.59-	463.59-RE
2022	RF230314	299131	202301	463.59-	0.00	0.00 22S4	463.59	0.00 RE
2022	RF230314	299136	202303	0.00	0.00	0.00 22S4	299.67-	299.67-RE
2022	RF230314	299136	202303	280.07-	19.60-	0.00 22S4	299.67	0.00 RE
2022	RF230314	300634	202301	0.00	0.00	0.00 22S4	334.00-	334.00-RE
2022	RF230314	300634	202301	334.00-	0.00	0.00 22S4	334.00	0.00 RE
2022	RF230314	308547	202301	14.71-	0.00	0.00 22S4	14.71	0.00 RE
2022	RF230314	308547	202301	0.00	0.00	0.00 22S4	14.71-	14.71-RE
2022	RF230314	308698	202301	436.94-	0.00	0.00 22S4	436.94	0.00 RE
2022	RF230314	308698	202301	0.00	0.00	0.00 22S4	436.94-	436.94-RE
2022	RF230314	310899	202301	253.55-	0.00	0.00 22S4	253.55	0.00 RE
2022	RF230314	310899	202301	0.00	0.00	0.00 22S4	253.55-	253.55-RE
2022	RF230314	310903	202301	77.34-	0.00	0.00 22S4	77.34	0.00 RE
2022	RF230314	310903	202301	0.00	0.00	0.00 22S4	77.34-	77.34-RE
2022	RF230314	351029	202301	0.00	0.00	0.00 22S4	414.86-	414.86-RE
2022	RF230314	351029	202301	414.86-	0.00	0.00 22S4	414.86	0.00 RE
2022	RF230314	361162	202301	0.00	0.00	0.00 22S4	755.34-	755.34-RE
2022	RF230314	361162	202301	755.34-	0.00	0.00 22S4	755.34	0.00 RE
2022	967958031523	363051	202303	191.98-	0.00	0.00 CERT	0.00	191.98-TR
2022	RF230314	366123	202301	0.00	0.00	0.00 22S4	332.47-	332.47-RE
2022	RF230314	366123	202301	332.47-	0.00	0.00 22S4	332.47	0.00 RE
2022	902030123T	366420	202302	1,321.33-	23.54-	0.00 CERT	0.00	1,344.87-TR
2022	QR230301	366420	202302	312.67-	0.00	0.00 CERT	0.00	312.67-TR
2022	QR230301	366420	202302	336.22-	0.00	0.00 CERT	0.00	336.22-TR
2022	QR230301	366420	202302	336.22-	0.00	0.00 CERT	0.00	336.22-TR
2022	RF230314	381758	202212	0.00	0.00	0.00 22S4	418.00-	418.00-RE
2022	RF230314	381758	202212	418.00-	0.00	0.00 22S4	418.00	0.00 RE
2022	941032723T	381768	202211	564.45-	0.00	0.00 CERT	0.00	564.45-TR
2022	RF230314	387555	202301	2,029.31-	0.00	0.00 22S4	2,029.31	0.00 RE
2022	RF230314	387555	202301	0.00	0.00	0.00 22S4	2,029.31-	2,029.31-RE
2022	RF230314	387695	202211	792.73-	0.00	0.00 22S4	792.73	0.00 RE
2022	RF230314	387695	202211	0.00	0.00	0.00 22S4	792.73-	792.73-RE
2022	RF230314	387703	202301	0.00	0.00	0.00 22S4	2,071.09-	2,071.09-RE
2022	RF230314	387703	202301	2,071.09-	0.00	0.00 22S4	2,071.09	0.00 RE
2022	RF230314	401008	202301	24.36-	0.00	0.00 22S4	24.36	0.00 RE
2022	RF230314	401008	202301	0.00	0.00	0.00 22S4	24.36-	24.36-RE
2022	RF230301	401016	202302	0.00	0.00	0.00 CERT	406.88-	406.88-RE

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2022	RF230301	401016	202302 380.26-	0.00	26.62-	0.00 CERT	406.88	0.00 RF
2022	RF230314	401042	202211 0.00	0.00	0.00	0.00 22S4	1,391.89-	1,391.89-RF
2022	RF230314	405793	202211 1,391.89-	0.00	0.00	0.00 22S4	1,391.89	0.00 RF
2022	RF230314	405793	202302 757.21-	0.00	53.00-	0.00 22S4	810.21	0.00 RF
2022	RF230314	407375	202302 0.00	0.00	0.00	0.00 22S4	810.21-	810.21-RF
2022	RF230314	407375	202301 0.00	0.00	0.00	0.00 22S4	591.20-	591.20-RF
2022	RF230314	407384	202301 591.20-	0.00	0.00	0.00 22S4	591.20	0.00 RF
2022	RF230314	412049	202301 278.60-	0.00	0.00	0.00 22S4	278.60	0.00 RF
2022	RF230314	412049	202301 0.00	0.00	0.00	0.00 22S4	278.60-	278.60-RF
2022	RF230314	412067	202301 272.52-	0.00	0.00	0.00 22S4	272.52	0.00 RF
2022	RF230314	412067	202301 0.00	0.00	0.00	0.00 22S4	272.52-	272.52-RF
2022	RF230314	412067	202301 575.57-	0.00	0.00	0.00 22S4	575.57-	575.57-RF
2022	RF230314	412067	202301 0.00	0.00	0.00	0.00 22S4	575.57	0.00 RF
2022	RF230316	412742	202302 1,859.94-	0.00	40.69-	0.00 22S4	0.00	1,900.63-TR
2022	QR230316	412742	202302 581.23-	0.00	0.00	0.00 22S4	0.00	581.23-TR
2022	QR230316	412742	202302 581.23-	0.00	0.00	0.00 22S4	0.00	581.23-TR
2022	RF230314	412742	202302 116.25-	0.00	0.00	0.00 22S4	0.00	116.25-TR
2022	RF230314	412742	202302 424.31-	0.00	0.00	0.00 22S4	0.00	0.00 RF
2022	RF230314	412742	202302 0.00	0.00	0.00	0.00 22S4	424.31-	424.31-RF
2022	RF230314	412761	202301 478.40-	0.00	0.00	0.00 22S4	478.40	0.00 RF
2022	RF230314	412761	202301 0.00	0.00	0.00	0.00 22S4	478.40-	478.40-RF
2022	RF230303	413007	202302 321.05-	0.00	22.47-	0.00 CERT	343.52	0.00 RF
2022	RF230314	423135	202301 0.00	0.00	0.00	0.00 CERT	343.52-	343.52-RF
2022	RF230314	423135	202301 1,071.85-	0.00	0.00	0.00 22S4	1,071.85-	1,071.85-RF
2022	RF230314	423136	202301 0.00	0.00	0.00	0.00 22S4	582.00-	582.00-RF
2022	RF230314	423136	202301 582.00-	0.00	0.00	0.00 22S4	582.00	0.00 RF
2022	RF230314	424622	202301 695.85-	0.00	0.00	0.00 22S4	695.85-	695.85-RF
2022	RF230314	424622	202301 695.85-	0.00	0.00	0.00 22S4	695.85	0.00 RF
2022	RF230314	429172	202301 252.18-	0.00	0.00	0.00 22S4	252.18-	252.18-RF
2022	RF230314	429172	202301 0.00	0.00	0.00	0.00 22S4	252.18	0.00 RF
2022	902031623T	436321	202302 1,908.37-	0.00	33.99-	0.00 CERT	0.00	1,942.36-TR
2022	QR230316	436321	202302 451.60-	0.00	0.00	0.00 CERT	0.00	451.60-TR
2022	QR230316	436321	202302 485.59-	0.00	0.00	0.00 CERT	0.00	485.59-TR
2022	RF230301	500827	202302 485.59-	0.00	0.00	0.00 CERT	0.00	485.59-TR
2022	RF230301	500827	202302 15.78-	0.00	1.11-	0.00 CERT16TX017	16.89	0.00 RF
2022	RF230301	500827	202302 0.00	0.00	0.00	0.00 CERT16TX017	16.89-	16.89-RF
2022	RF230301	508764	202302 2,685.55-	0.00	187.98-	0.00 CERT	2,873.53	0.00 RF
2022	RF230301	508764	202302 0.00	0.00	0.00	0.00 CERT	2,873.53-	2,873.53-RF
2022	RF230314	508802	202212 761.10-	0.00	0.00	0.00 22S4	761.10-	761.10-RF
2022	RF230314	508802	202212 761.10-	0.00	0.00	0.00 22S4	761.10	0.00 RF
2022	RF230314	511941	202301 476.69-	0.00	0.00	0.00 22S4	476.69	0.00 RF
2022	RF230314	511941	202301 0.00	0.00	0.00	0.00 22S4	476.69-	476.69-RF
2022	RF230314	521147	202301 575.20-	0.00	0.00	0.00 22S4	575.20-	575.20-RF
2022	RF230314	521147	202301 0.00	0.00	0.00	0.00 22S4	575.20-	575.20-RF

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2022	RF230314	521201	202301	0.00	0.00	0.00	0.00 22S4	1,457.03-	1,457.03-RF
2022	RF230314	521201	202301	1,457.03-	0.00	0.00	0.00 22S4	1,457.03	0.00 RF
2022	RF230314	522443	202211	0.00	0.00	0.00	0.00 22S4	529.23-	529.22-RF
2022	RF230314	522443	202211	529.23-	0.00	0.00	0.00 22S4	529.23	0.00 RF
2022	902032923T	601278	202211	380.97-	0.00	0.00	0.00 CERT	0.00	380.97-TR
2022	RF230314	605186	202301	0.00	0.00	0.00	0.00 22S4	342.50-	342.50-RF
2022	RF230314	605186	202301	342.50-	0.00	0.00	0.00 22S4	342.50	0.00 RF
2022	RF230314	605220	202301	0.00	0.00	0.00	0.00 22S4	354.47-	354.47-RF
2022	RF230314	605220	202301	354.47-	0.00	0.00	0.00 22S4	354.47	0.00 RF
2022	RF230314	606694	202301	0.00	0.00	0.00	0.00 22S4	3,309.47-	3,309.43-RF
2022	RF230314	606694	202301	3,309.47-	0.00	0.00	0.00 22S4	3,309.47	0.00 RF
2022	RF230314	612874	202301	602.18-	0.00	0.00	0.00 22S4	602.18	0.00 RF
2022	RF230314	612874	202301	602.18-	0.00	0.00	0.00 22S4	602.18-	0.00 RF
2022	RF230314	707587	202301	1,064.78-	0.00	0.00	0.00 22S4	1,064.78	0.00 RF
2022	RF230314	707587	202301	0.00	0.00	0.00	0.00 22S4	439.13	0.00 RF
2022	RF230314	710905	202301	439.13-	0.00	0.00	0.00 22S4	439.13-	0.00 RF
2022	RF230314	710905	202301	0.00	0.00	0.00	0.00 CERT	0.00	664.83-TR
2022	902030823T	716157	202302	653.20-	0.00	11.63-	0.00 CERT	0.00	166.21-TR
2022	QR230308	716157	202302	166.21-	0.00	0.00	0.00 CERT	0.00	154.57-TR
2022	QR230308	716157	202302	154.57-	0.00	0.00	0.00 CERT	0.00	670.42-RF
2022	RF230314	719770	202211	0.00	0.00	0.00	0.00 22S4	0.00	597.49-RF
2022	RF230314	719770	202211	670.42-	0.00	0.00	0.00 22S4	670.42-	0.00 RF
2022	RF230314	720934	202301	0.00	0.00	0.00	0.00 22S4	597.49-	0.00 RF
2022	RF230314	720934	202301	597.49-	0.00	0.00	0.00 22S4	597.49	0.00 RF
2022	RF230314	736653	202301	0.00	0.00	0.00	0.00 22S4	1,059.21-	1,059.21-RF
2022	RF230314	736653	202301	1,059.21-	0.00	0.00	0.00 22S4	750.47	0.00 RF
2022	RF230314	736655	202301	750.47-	0.00	0.00	0.00 22S4	750.47-	0.00 RF
2022	RF230314	736655	202301	0.00	0.00	0.00	0.00 22S4	837.75-	837.75-RF
2022	RF230314	739995	202301	837.75-	0.00	0.00	0.00 22S4	837.75	0.00 RF
2022	RF230314	739998	202212	0.00	0.00	0.00	0.00 22S4	22.92-	22.92-RF
2022	RF230314	739998	202212	22.92-	0.00	0.00	0.00 22S4	22.92	0.00 RF
2022	RF230314	740016	202301	458.19-	0.00	0.00	0.00 22S4	458.19	0.00 RF
2022	RF230314	740016	202301	0.00	0.00	0.00	0.00 22S4	458.19-	458.19-RF
2022	RF230301	742291	202302	0.00	0.00	0.00	0.00 CERT	765.48	765.48-RF
2022	RF230301	742291	202302	715.41-	0.00	50.07-	0.00 CERT	765.48	0.00 RF
2022	RF230314	742369	202212	15.27-	0.00	0.00	0.00 22S4	15.27	0.00 RF
2022	RF230314	742369	202212	0.00	0.00	0.00	0.00 22S4	15.27-RF	15.27-RF
2022	RF230314	742409	202301	0.00	0.00	0.00	0.00 22S4	20.74-	20.74-RF
2022	RF230314	742409	202301	20.74-	0.00	0.00	0.00 22S4	20.74	0.00 RF
2022	RF230314	742424	202211	0.00	0.00	0.00	0.00 22S4	10.40-	10.40-RF
2022	RF230314	742424	202211	10.40-	0.00	0.00	0.00 22S4	10.40	0.00 RF
2022	RF230323	H0152132	202301	0.00	0.00	0.00	0.00 HK07	3.46-	3.46-RF
2022	RF230323	H0152132	202301	3.46-	0.00	0.00	0.00 HK07	3.46	0.00 RF

04/04/2023 09:40:58
TC298-M SELECTION: DEPOSIT

4250959

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2023 THRU 03/31/2023
JURISDICTION: 337 FRIENDWD CITY

PAGE: 239
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022 TOTAL			79,684.93-	0.00	731.70-	65.22-	0.00	80,481.85-
TOTAL REVERSALS			89,417.87-	0.00	751.36-	84.74-	0.00	90,253.97-

04/04/2023 09:40:58
TC298-N SELECTION: DEPOSIT

4250959

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 03/01/2023 THRU 03/31/2023
JURISDICTION: 337 FRIENDWD CITY

PAGE: 17
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
2019 TOTAL			824.89	0.00	404.12	245.65	0.00	1,474.66
2020 TOTAL			1,528.08	0.00	555.03	416.48	0.00	2,499.59
2021 TOTAL			7,150.88	0.00	1,707.97	1,360.50	0.00	10,219.35
2022 TOTAL			427,154.09	0.00	22,729.08	402.17	0.00	450,285.34
TOTAL PAYMENTS			436,657.94	0.00	25,396.20	2,424.80	0.00	464,478.94
2020 TOTAL			1,499.78-	0.00	19.66-	19.52-	0.00	1,538.96-
2021 TOTAL			8,233.16-	0.00	0.00	0.00	0.00	8,233.16-
2022 TOTAL			79,684.93-	0.00	731.70-	65.22-	0.00	80,481.85-
TOTAL REVERSALS			89,417.87-	0.00	751.36-	84.74-	0.00	90,253.97-
TOTAL FOR UNIT			347,240.07	0.00	24,644.84	2,340.06	0.00	374,224.97

FISCAL START: 08/01/2022 END: 07/31/2023 JURISDICTION: 0337 FRIENDWD CITY

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
-----	-----	-----	-----	-----	-----
CURRENT YEAR	4,778,686,394	124,623,489	4,903,309,883 0	00.487314	22,812,794.73
					16,536

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
-----	-----	-----	-----	-----	-----	-----	-----	-----
2022	22,218,569.13	594,225.60	594,225.60	21,974,087.88	21,974,087.88	838,706.85	96.32	0.00
2021	183,112.68	58,824.15-	58,824.15-	60,965.52	60,965.52	63,323.01	49.05	0.00
2020	40,724.70	30,902.38-	30,902.38-	23,155.08-	23,155.08-	32,977.40	35.74-	0.00
2019	31,463.95	9,859.35-	9,859.35-	1,283.88-	1,283.88-	22,888.48	5.94-	0.00
2018	20,734.77	37.21-	37.21-	4,783.90	4,783.90	15,913.66	23.11	0.00
2017	13,655.17	.00	0.00	12.53	12.53	13,642.64	.09	0.00
2016	12,123.04	.00	0.00	5.51	5.51	12,117.53	.05	0.00
2015	11,833.72	.00	0.00	6.96	6.96	11,826.76	.06	0.00
2014	12,474.54	.00	0.00	0.00	0.00	12,474.54		0.00
2013	9,677.98	.00	0.00	0.00	0.00	9,677.98		0.00
2012	9,566.41	.00	0.00	0.00	0.00	9,566.41		0.00
2011	6,897.31	.00	0.00	0.00	0.00	6,897.31		0.00
2010	3,613.44	.00	0.00	0.00	0.00	3,613.44		0.00
2009	5,164.80	.00	0.00	0.00	0.00	5,164.80		0.00
2008	4,281.97	.00	0.00	0.00	0.00	4,281.97		0.00
2007	1,321.11	.00	0.00	0.00	0.00	1,321.11		0.00
2006	2,707.18	.00	0.00	269.28	269.28	2,437.90	9.95	0.00
2005	1,298.61	.00	0.00	128.00	128.00	1,170.61	9.86	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	512.76	.00	0.00	0.00	0.00	512.76		0.00
2001	263.32	.00	0.00	0.00	0.00	263.32		0.00
****	22,591,284.18	494,602.51	494,602.51	22,015,820.62	22,015,820.62	1,070,066.07		0.00
CURR	22,218,569.13	594,225.60	594,225.60	21,974,087.88	21,974,087.88	838,706.85		0.00
DELQ	372,715.05	99,623.09-	99,623.09-	41,732.74	41,732.74	231,359.22		0.00

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TCL60

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2022

PAGE: 229
INCLUDES AG ROLLBACK

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2023
LAND VALUE	6,593,325,295	6,593,325,295	51,683,943	619,160-	51,064,783	6,644,390,078
AG EXCLUSION	32,486,183	32,486,183	204,746	0	204,746	32,690,929
IMPROVEMENTS	873,775,097	873,775,097	159,445,736	45,616,732-	113,829,004	987,604,101
APPRAISED VALUE	6,593,325,295	6,593,325,295	211,129,679	46,235,892-	164,893,787	6,758,219,082
EXEMPTIONS	1,782,152,718	1,782,152,718	49,566,783	9,296,485-	40,270,298	1,822,423,016
TAXABLE VALUE	4,778,686,394	4,778,686,394	161,562,896	36,939,407-	124,623,489	4,903,309,883
LEVY	22,218,569.13	22,218,569.13	1,151,465.62	557,240.02-	594,225.60	22,812,794.73
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	342	146	148	10,743
OVER 65	3,475	3,475	88	50	55	3,530
DISABLED	180	180	5	5	5	185
VETERAN	253	253	10	4	4	257
TOTAL EXEMPT	84	84	0	0	0	84

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TC160

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021

PAGE: 230
INCLUDES AG ROLLBACK

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2023
LAND VALUE	5,827,810,207	5,827,810,207	0	41,048-	41,048-	5,827,769,159
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	1,504,253	8,553,385-	7,049,132-	768,108,333
APPRAISED VALUE	5,827,810,207	5,827,810,207	1,504,253	8,594,433-	7,090,180-	5,820,720,027
EXEMPTIONS	1,579,451,702	1,579,451,702	987,783	4,167,596	5,155,379	1,584,607,081
TAXABLE VALUE	4,214,667,192	4,214,667,192	516,470	12,762,029-	12,245,559-	4,202,421,633
LEVY	183,112.68	183,112.68	2,780.49	61,604.64-	58,824.15-	124,288.53
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	39	39	10,337
OVER 65	3,255	3,255	0	14	14	3,269
DISABLED	181	181	0	1	1	182
VETERAN	240	240	0	4	4	244
TOTAL EXEMPT	84	84	0	0	0	84

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TC160

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 231
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2023
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	1,361,452	5,939,479-	4,578,027-	701,835,313
APPRAISED VALUE	5,043,274,252	5,043,274,252	1,361,452	5,939,479-	4,578,027-	5,038,696,225
EXEMPTIONS	1,218,139,975	1,218,139,975	794,384	1,026,594	1,820,978	1,219,960,953
TAXABLE VALUE	3,797,796,969	3,797,796,969	567,068	6,966,073-	6,399,005-	3,791,397,964
LEVY	40,724.70	40,724.70	2,763.40	33,665.78-	30,902.38-	9,822.32
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	15	15	10,235
OVER 65	3,163	3,163	0	6	6	3,169
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	3	3	224
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2023
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	0	2,183,270-	2,183,270-	643,748,602
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	2,183,270-	2,183,270-	4,535,254,552
EXEMPTIONS	1,018,439,121	1,018,439,121	0	187,588-	187,588-	1,018,251,533
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	1,995,682-	1,995,682-	3,492,319,328
LEVY	31,463.95	31,463.95	.00	9,859.35-	9,859.35-	21,604.60
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	1-	1-	9,999
OVER 65	2,975	2,975	0	1-	1-	2,974
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
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: 233
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2023
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	1,990-	1,990-	617,898,419
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	1,990-	1,990-	4,207,372,528
EXEMPTIONS	891,117,422	891,117,422	0	5,000	5,000	891,122,422
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	6,990-	6,990-	3,292,407,196
LEVY	20,734.77	20,734.77	.00	37.21-	37.21-	20,697.56
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	0	0	10,001
OVER 65	2,897	2,897	0	0	0	2,897
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	1	1	205
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed Property Tax File

Batch Seq
4251381

For Remitted Deposit Dates 03/01/2023 thru 03/31/2023 as of 04/04/2023

Report run on: April 4, 2023 1:51 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 81884	Print Date:03/06/2023						
	Current	130,524.44	33,173.29	0.00	0.00	0.00	163,697.73
	Delq	781.61	205.55	0.00	0.00	0.00	987.16
Last Deposit Date	03/03/2023	\$131,306.05	\$33,378.84	\$0.00	\$0.00	\$0.00	\$164,684.89
ACH 81928	Print Date:03/07/2023						
	Current	8,677.99	2,205.55	0.00	0.00	0.00	10,883.54
	Delq	1,716.37	434.28	0.00	0.00	0.00	2,150.65
Last Deposit Date	03/06/2023	\$10,394.36	\$2,639.83	\$0.00	\$0.00	\$0.00	\$13,034.19
ACH 81972	Print Date:03/08/2023						
	Current	12,145.14	3,086.73	0.00	0.00	0.00	15,231.87
	Delq	0.03	0.01	0.00	0.00	0.00	0.04
Last Deposit Date	03/07/2023	\$12,145.17	\$3,086.74	\$0.00	\$0.00	\$0.00	\$15,231.91
ACH 82013	Print Date:03/09/2023						
	Current	2,953.76	750.72	0.00	0.00	0.00	3,704.48
	Delq	71.14	14.69	0.00	0.00	0.00	85.83
Last Deposit Date	03/08/2023	\$3,024.90	\$765.41	\$0.00	\$0.00	\$0.00	\$3,790.31
ACH 82053	Print Date:03/13/2023						
	Current	10,047.11	2,553.55	0.00	0.00	0.00	12,600.66
	Delq	485.30	130.51	0.00	0.00	0.00	615.81
Last Deposit Date	03/09/2023	\$10,532.41	\$2,684.06	\$0.00	\$0.00	\$0.00	\$13,216.47
ACH 82093	Print Date:03/15/2023						
	Current	36,310.72	9,228.58	0.00	0.00	0.00	45,539.30
	Delq	1,037.75	275.28	0.00	0.00	0.00	1,313.03
Last Deposit Date	03/13/2023	\$37,348.47	\$9,503.86	\$0.00	\$0.00	\$0.00	\$46,852.33
ACH 82250	Print Date:03/22/2023						
	Current	8,447.70	2,147.03	0.00	0.00	0.00	10,594.73
	Delq	(6,304.77)	(1,702.17)	0.00	0.00	0.00	(8,006.94)
Last Deposit Date	03/21/2023	\$2,142.93	\$444.86	\$0.00	\$0.00	\$0.00	\$2,587.79
ACH 82291	Print Date:03/27/2023						
	Current	17,384.30	4,418.30	0.00	0.00	0.00	21,802.60
	Delq	1,219.66	323.49	0.00	0.00	0.00	1,543.15
Last Deposit Date	03/22/2023	\$18,603.96	\$4,741.79	\$0.00	\$0.00	\$0.00	\$23,345.75
ACH 82333	Print Date:03/27/2023						
	Current	13,077.88	3,323.77	0.00	0.00	0.00	16,401.65
	Delq	(226.29)	(60.02)	0.00	0.00	0.00	(286.31)
Last Deposit Date	03/24/2023	\$12,851.59	\$3,263.75	\$0.00	\$0.00	\$0.00	\$16,115.34
ACH 82374	Print Date:03/28/2023						
	Current	7,411.82	1,883.73	0.00	0.00	0.00	9,295.55
	Delq	2.28	0.60	0.00	0.00	0.00	2.88
Last Deposit Date	03/27/2023	\$7,414.10	\$1,884.33	\$0.00	\$0.00	\$0.00	\$9,298.43
ACH 82413	Print Date:03/29/2023						
	Current	1,383.29	351.56	0.00	0.00	0.00	1,734.85
Last Deposit Date	03/28/2023	\$1,383.29	\$351.56	\$0.00	\$0.00	\$0.00	\$1,734.85

Summary of Jurisdiction Remittances Processed Property Tax File

Batch Seq
4251381

For Remitted Deposit Dates 03/01/2023 thru 03/31/2023 as of 04/04/2023

Report run on: April 4, 2023 1:51 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 82452	Print Date:03/30/2023						
	Current	14,825.27	3,767.92	0.00	0.00	0.00	18,593.19
	Delq	3,183.62	829.45	0.00	0.00	0.00	4,013.07
Last Deposit Date	03/29/2023	\$18,008.89	\$4,597.37	\$0.00	\$0.00	\$0.00	\$22,606.26
ACH 82497	Print Date:03/31/2023						
	Current	26,140.06	6,643.61	0.00	0.00	0.00	32,783.67
Last Deposit Date	03/30/2023	\$26,140.06	\$6,643.61	\$0.00	\$0.00	\$0.00	\$32,783.67
ACH 82540	Print Date:04/04/2023						
	Current	5,264.68	1,338.04	0.00	0.00	0.00	6,602.72
Last Deposit Date	03/31/2023	\$5,264.68	\$1,338.04	\$0.00	\$0.00	\$0.00	\$6,602.72
Total:		\$296,560.86	\$75,324.05	\$0.00	\$0.00	\$0.00	\$371,884.91

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 1, 2023

Date submitted: 03/31/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on April 3, 2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on April 3, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. April 3, 2023, City Council Draft Meeting Minutes

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
APRIL 3, 2023**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, APRIL 3, 2023, 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:

Steve Rockey	Councilmember
Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
John Scott	Councilmember
Brent Erenwert	Mayor Pro Tem
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 Dr. David Lorenz, First Baptist Friendswood.

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

Mayor Foreman asked the Cline Elementary Council for a Day students to lead the Pledge of Allegiance of the United States and to the State of Texas.

Mayor Foreman asked for a point of privilege and invited Mayor Jerry Mouton, City Manager Jay Stokes, and Assistant City Manager Sarah Robinson from the City of Deer Park to speak before the Council. Mayor Mouton stated that in late January, the City of Deer Park was directly hit by a tornado that caused a lot of damage to the community. He stated that he wanted to thank the City of Friendswood, its Council, City Manager Morad Kabiri and the Public Works staff for volunteering their equipment, trucks, and labor to support their cleanup efforts. Mayor Mouton stated that Friendswood was one of nine cities that helped clean up the city in ten days, and as a thank you, he presented Mayor Foreman a plaque and picture of appreciation.

Mayor Foreman thanked the Deer Park delegation and moved to the next item on the agenda.

4. COUNCIL FOR A DAY

A. Consider a proclamation declaring April 4, 2023, as Cline Elementary School Day in the City of Friendswood, Texas.

Mayor Foreman introduced the students and teachers from Cline 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
Councilmember 1 (Rockey)	Archie Rasmussen	Ms. Belluomini
Councilmember 2 (Branson)	Kiarra Patterson	Mrs. Denny
Councilmember 3 (Hanks)	Avery Perez	Ms. Goodrich
Mayor (Foreman)	Remi Clarke	Mrs. Zetts
Councilmember 4 (Griffon)	Cole Magnuson	Ms. Mattheis
Councilmember 5 (Scott)	Riley Henry	Mrs. Charo
Mayor Pro Tem (Erenwert)	Chloe Yang	Ms. Folkes
City Attorney (Horner)	Allison Harris	Mrs. Carter
City Manager (Kabiri)	Adelyn Sheets	Ms. Bocan
City Secretary 1 (Brysch)	Adam Martinez	Mrs. Ramsey
City Secretary 2 (Brysch)	Parker Hawkinson	Mrs. Herren

A motion was made by Councilmember Rasmussen (Steve Rocky) and seconded by Councilmember Patterson (Sally Branson) proclaiming April 4, 2023, as Cline Elementary School Day in the City of Friendswood. The vote was the following:

Ayes: Mayor Remi Clarke (Mike Foreman), Councilmember Archie Rasmussen (Steve Rocky), Councilmember Kiarra Patterson (Sally Branson), Councilmember Avery Perez (Trish Hanks), Councilmember Cole Magnuson (Robert J. Griffon), Councilmember Riley Henry (John Scott) and Mayor Pro Tem Chloe Yang (Brent Erenwert).

Nays: None.

The item passed.

Mayor Foreman recessed the meeting at 6:16 p.m. for the Council for a Day reception.

Mayor Foreman reconvened the meeting at 6:37p.m.

5. COUNCIL COMMENTS AND REPORTS

Mayor Foreman stated that he had attended the Artemis II Crew announcement in the morning where NASA announced the four people going on the Artemis II mission, which is going to go around the moon. He stated that he was happy to hear that two out of the four-man crew are Friendswoodians, Reid Wiseman, and Jeremy Hansen

Councilmember Rockey stated that the Library will have a lecture on “Exploring the Fascinating World of Insects” led by visiting lecturer Dr. Sam Scribbling and Dr. Susan Steinberg, who is his wife. The lecture is geared for kids, but all are welcome. Councilmember Rockey further noted that the Friends of the Library have started planning for its annual Gala, which is scheduled for September 30, 2023, and will be called “Through the Looking Glass; Alice in Wonderland.” He noted that if anyone would like to become a member of the Friends of the Library, the cost is \$10.00 and then they can volunteer to help with the Gala. Rockey additionally requested the City Manager bring an item to them in the coming months regarding the street banners across South Friendswood Drive.

Councilmember Griffon stated that the face of the Galveston County Consolidated Drainage District is changing as long time Director Gary Harris has resigned from his position, and someone will be appointed in his stead soon.

Mayor Foreman stated that he wanted to recognize Councilmember Griffon for his new role of Chair for the Clear Creek Watershed Steering Committee. He stated that he is proud to have Councilmember Griffon and knows that his leadership skills will put Friendswood in a good position.

6. PUBLIC COMMENT

Ms. Chaille Phillips requested to speak before the Council regarding her displeasure at having the City put a fence so close to her property located at 607 Mary Ann Drive. She stated that she believed that the City had placed the fence in her portion of the 12-foot easement and was going to pay a surveyor to support her claim of encroachment.

Mr. Gerry Corona requested to speak before the Council regarding the on-street parking issues in front of Hunters Creek. He requested that the City Council consider making the entrance of Hunters Creek Subdivision a “No Parking Fire Zone” lane, which would help eliminate what he believes are serious public safety issues.

Mr. Chris Cooper requested to speak before the Council regarding the on-street parking issues in front of Hunters Creek. He thanked the City Council for the entrance redesign as it has helped with some of the traffic concerns in that area. He further requested that Friendswood move to protect the one fire hydrant located in the area because as it stands now, traffic continually blocks the fire hydrant, thus making it difficult for first responders to access it. Mr. Cooper requested that the City Council consider striping the area around the fire hydrant to create a “No Parking Fire Zone” lane.

Ms. Roseanne Scott requested to speak before the Council regarding the safety issues related to on-street parking at the entrance to the Hunter’s Creek Subdivision during peak times when parents are dropping off or picking up their children at the Chara Dance classes. She stated that she overheard a police officer

yell at cars that “street parking isn’t going to be allowed here, it is just not safe.” She stated that she agreed with that officer and wanted to echo the same sentiments of the previous speakers and requested that the City Council consider putting up a “No Parking Fire Lane” sign for this area.

Mr. Don Scott requested to speak before the Council regarding the safety issues related to on-street parking at the entrance to the Hunter’s Creek Subdivision during peak times when parents are dropping off or picking up their children at the Chara Dance classes and re-emphasize the desire for a “No Parking” sign in front of Hunter’s Creek subdivision.

Ms. Shanna Kirkpatrick, owner of Chara Dance Studio requested to speak before the Council regarding the parking issues in front of Hunters Creek subdivision. She stated long before she was made aware of a parking issue, she had communicated with her clients about alternate parking accommodations and locations and had maintained contact with the Hunter’s Creek HOA on a quarterly basis to work through any issues; such as the damage to some of the sprinklers by one of her clients. She further noted that she had reached out to City staff to ensure that she was in compliance with all relevant laws and regulation and was told that on-street parking is legal. Ms. Kirkpatrick stated that she wanted to be a good neighbor and would support the whatever the City decides is the best way to move forward on this item.

7. APPOINTMENT OF ASSOCIATE JUDGE

A. Consider the appointment of Judge Kathleen McCumber as an Associate of the Friendswood Municipal Court to serve a term ending on June 30, 2024.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon, to approve the appointment of Judge Kathleen McCumber as an Associate of the Friendswood Municipal Court. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

8. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

A. Present the City of Friendswood 5 Star Spirit Award for the Fourth Quarter of 2022 to Kristopher Williams in the Public Works Department.

City Manager Morad Kabiri presented the item and stated he had the distinct honor, four times a year to present the Five Star Council Spirit Award. Mr. Kabiri noted that this award represents the employee of the quarter who can be nominated by the public and/or a coworker throughout the community. Mr. Kabiri presented the Five Star Award to Kristopher Williams in the Public Works Department who was nominated by both his co-worker and a 93-year-old for his exceptional service to the Friendswood

community. Kristopher, during one shift, responded to over 200 calls for services, one of which was a call for service from a 93-year-old widow that had recently lost her husband to brain cancer. Kristopher went above and beyond what was required of him and shut her water off, and then at the end of his 12-hour shift, he went back to her house to make sure she was okay. The resident reached out to the City to thank us for the incredible job that Khristi does to help this community.

9. COMMITTEES OR SPECIAL REPORTS

A. Receive the Keep Friendswood Beautiful Annual Report.

The Keep Friendswood Beautiful (KFB) Annual Report was attached to the agenda for Council's review and Ms. Patty Steinke, the KFB Chair was present to give the Council an overview of the group's main activities, projects and volunteerism dedicated to enhancing the aesthetic appearance of Friendswood.

B. Receive the Fourth of July Steering Committee Annual Report.

Mayor stated that the Fourth of July Steering Committee Annual Report was attached to the agenda for the Council's review.

C. Receive the 2022 Annual Comprehensive Financial Report.

Mr. Lupe Garcia with Whitley Penn, the City's auditors, presented the Council the results of the City's Fiscal Year 2022 Financial Statement Audit, and stated that they had given the City a letter of unmodified opinion. He noted that as it relates to the City's internal controls for financial reporting and compliance, they did not identify any material weaknesses or significant deficiencies as a result of their audit procedures, nor did they identify any material non-compliance issues with the City's financial statements. Lastly, in their third and final report regarding the City's compliance with the compliance requirements that are applied to the City's federal funding for fiscal year 2022, the major program in the federal single audit was the Community Development Block Grant (CDBG), which did not result in any questions, cost, or any findings of any non-compliance. Mr. Garcia stated that this good news will be communicated to the Federal Government within 30 days, and that's how they'll know how the city performed in its single audit.

Mr. Garcia stated that as it relates to the City's Water and Sewer Fund, it ended the year with \$50.7 million in net position. This is due to revenues exceeding expenses, so this fund had an increase in net position of \$5.1 million; however, that net position is primarily the City's capital assets that are providing services to the city, which is about \$36 million. He further noted that this fund does have amounts restricted for debt service and capital projects of just under \$3 million with leaves an unrestricted net position of \$11.8 million, which is inclusive of the City's 90-day reserve, which is \$2.4 million.

The City's General Fund is the city's main operating account that ended the year with a fund balance of \$17.4 million, which is a positive change in fund balance in the amount of \$158,000. Mr. Garcia noted that the Coronavirus State Fiscal Recovery Fund is a major fund, not due to the revenues or the expenditures, but due to the cash and investments that are sitting in in the City's bank account of roughly

\$10 million, which will be expended in the current year. The City's bond construction fund ended the year with \$8.2 million, a decrease of \$7.1 million due to the ongoing construction activity that is being spent down as was budgeted.

The City's Debt Service Fund accounts for the principal and interest payments on the City's long-term debt ended the year with a \$46,000 fund balance, and then all other items such as the City's, non-major governmental and special revenue funds are reported together and with a fund balance of \$4.4 million.

Mr. Garcia noted that the City's General Fund budget to actual revenues were greater than budgeted revenues by \$1.3 million. The City's actual expenditures were less than budgeted expenditures by \$5.9 million. Mr. Garcia stated that overall, there was a slight increase in fund balance for an ending fund balance of \$17.4 million with \$0.3 million of that amount being non-spendable as those are related to items that were prepaid and the City's PEG funds, which are restricted ended in a fund balance of half a million.

Mr. Garcia also stated that the City's Assigned Fund Balance of \$4.6 million are encumbrances that were rolled forward from the past fiscal year into this fiscal year, with some amounts being earmarked for capital projects, and the City's Unassigned Fund balance as of the end of the fiscal year was \$12 million. He noted that the \$12 million represents 35% of the City's annual General Fund expenditures, which includes \$7.9 million for the City's 90-day operating reserve per its Financial Management Policy.

In closing, Mr. Garcia stated that they did not encounter any difficulties in performing and completing the audit as they had the City's full cooperation.

Mayor Foreman thanked Mr. Garcia for his services and presentation.

10. WORK SESSION

A. Discuss the selection process for the 2023 Grand Marshal.

City Manager Morad Kabiri stated that the staff was seeking direction from the City Council on how to move forward with the selection process for the Grand Marshal at the City's July 4th parade. Mr. Kabiri noted that last year the selected Grand Marshal stepped down, and at my request staff did not pursue a replacement for Ms. Haley Carter. Following the 2022 Parade, the Fourth of July Committee requested that their group not be responsible for choosing the Grand Marshal for 2023 and deferred to the City Council for this selection. Mr. Kabiri stated that he was open to suggestions on how the Council wanted to move forward on this selection process or if they want to continue the parade without a Grand Marshal.

Mayor Foreman suggested that the Fourth of July Committee continue to provide nominations for the City Council to vet the nominees and select a Grand Marshal.

Councilmember Hanks stated she likes the idea of continuing the Grand Marshal tradition and noted that as an elected official she had no problem making that decision.

Councilmember Scott stated that even though times have changed with social media and the various other outlets that nobody was worried about in the past; the Fourth of July Committee has a good process in place for the Grand Marshal selection. He noted that in the past they have reviewed the stack of applicants, talked to the candidates, and made a recommendation to council on which person they selected to the Grand Marshal. He did not recommend changing the process but noted that there needs to be a heightened awareness for vetting candidates. He stated that he believed that the public should be able to submit nominees to Fourth of July Steering Committee, who will then vet the candidates, and submit options for the Council to review and select.

Councilmember Griffon stated that he agreed with the Mayor's sentiments and felt that the Council could select more than one grand Marshal.

Mayor Foreman stated the Council does have a nominee for this year's parade who he felt was potentially a great candidate nominee. Councilman Griffon asked if the Mayor met with the candidate and finds him to be qualified, could the Council give the Mayor the authority to appoint him and move forward? City Manager Kabiri stated that the City has no written policy for the selection of the Grand Marshal and noted that if the Council is happy with the Mayor meeting the individual and coming back to Council with an action item for his selection at next month's meeting, staff can do that.

Councilmember Hanks requested that the City Manager should create a written process for the selection of the Grand Marshal moving forward. Mr. Kabiri stated he can bring back an official process for the following year; however, for this upcoming summer, staff will have the selection at the next council meeting.

B. Receive and discuss an update regarding Hunters Creek Estates.

Police Chief Bob Weiners presented the item and stated that he was going to provide the Council with some information used by City staff to analyze the traffic situation at the entrance of Hunters Creek Estates, along with some possible action items, understanding that a section of the roadway in question is public roadway, and as such, its regulation is governed by the Transportation Code. Chief Weiners stated that the area behind the gates at the entrance of the Hunters Creek Estates Subdivision is considered private roadway. Chief Wiener noted that the number of traffic accidents on FM518 at Hunters Lane were used by the staff to analyze the issues brought forth during the public comment period at the last Council meeting. Chief Wiener stated that there was an average of three accidents per year in the vicinity of Hunters Lane from 2020-2022, which is less than 1% of the total accidents occurring throughout the City. City Manager Morad Kabiri clarified for purposes of the discussion that the accidents in question occurred at the intersection of FM 518 and Hunters Lane and not on Hunters Lane itself. He noted that the locations of the accidents were:

- 2 accidents occurred on Hunters Lane (not at intersection),
- 1 accident occurred in a private parking lot adjacent to Hunters Lane,
- 5 accidents occurred in cross traffic, and
- 2 accidents occurred northbound side exiting business drive.

He further noted that of the accidents noted above, there were six accidents that occurred between noon and 2:00 p.m.

Chief Weiners stated that the staff has identified that there is no sound engineering judgement to warrant regulatory action at this location.

As it relates to the movement of emergency vehicles in this area, the Police Department's Crash Team measured the roadway, parked vehicles, and took pictures to complete a thorough review of whether or not there is sufficient clearances for the movement of fire apparatus, ambulances, and police vehicles. The resulting measurements showed that there were sufficient clearances and emergency vehicles would not have any issues in moving through this area, even with parked cars on the roadway.

Chief Weiners presented the following proposed action items for Hunters Lane and the included the following:

- **Remove large landscaping rocks that impede loading and unloading passengers (City/HOA)**
 - While the intent of the rocks was good in order to prevent damage to sprinkler heads, the large landscaping rocks actually impedes parking. If someone parks in the vicinity of one of those large landscape rocks, they can't load and unload their passengers on that side of the roadway, so this has to happen from the driver's side of the vehicle, and not the passenger side of the vehicle. Therefore, the recommendation is to remove these rocks as soon as possible.
- **Repair or upgrade landscape lighting in medians and roadway edges on Hunters Lane (HOA)**
 - The lighting in this area needs to be repaired and/or upgraded. The landscape lighting is largely in the median, which according to the plat belongs to the HOAs. All of the landscape lighting needs to be working, and once that is accomplished, then staff can take another look at the area and see if the lighting is adequate, in order to ensure that after the sun goes down, everybody has visibility to any pedestrian traffic that may be crossing.
- **Contact businesses on Hunters Lane to repair/upgrade parking lot lighting, suggest more efficient use of existing parking lot (City)**
 - Staff would like to sit down with the business owner to: (1) ensure that there aren't any lights in disrepair; (2) see if there's something that can be done to upgrade the lighting of the parking lot; and (3) suggest more efficient use of any parking that's available in the business parking lot. For instance, they have a trailer that could be relocated to allow for a few more parking spaces. Also, during times when they have classes, to have the employees park at the Lutheran Church parking lot, thereby giving the maximum amount of parking to their attendees.
- **Possible installation of a streetlight on Hunters Lane at FM 518 Intersection (City)**

The last recommendation is probably the least desirable and it would be to install a streetlight on Hunters Lane in the vicinity of the intersection with FM 518, which would require pulling trees out of the median.

Mayor Foreman inquired about the unmarked fire hydrant. Mr. Kabiri stated the fire hydrants are marked, but regardless of the markings it is common knowledge that parking in front of a fire hydrant is illegal and those vehicles can be towed and/or issued a citation.

Councilmember Scott inquired about the business hours for Chara Dance Studio. Ms. Kirkpatrick stated that her staff is onsite from 9:00 a.m. to 9:30 p.m. She further noted that their peak hours are in the morning, between 9:00 and 12:00, and then in the afternoon for after-school pickup from 4:00 p.m. to about 6:30 p.m.

Councilmember Griffon stated that the information that is compelling to him is the low incident rate, less than 1% over 3 years for this area. He noted that he agreed with staff that the landscaping rocks could be impeding the loading and unloading, and what is needed is a free flow of people moving through the area.

Councilmember Scott asked if something could be done with cones to mitigate parking, similar to what is done with football games at the schools. Chief Wieners stated that those are much larger events and not comparable to this situation. Mr. Kabiri noted that as it relates to the temporary prohibition of parking for high school events; such as football games, there were actual engineering evaluations conducted that warranted those prohibitions based upon the narrowness of the surrounding roads, which aren't present in this particular scenario.

Councilmember Rockey asked if by state law, the City could permanently ban parking on the street. Mr. Kabiri stated that banning parking on the street can only be done if an engineering analysis has been conducted and the improvements or the prohibitions are warranted. So, if an engineering analysis doesn't warrant the painting of the area as a fire lane, the City could not legally tow anybody or issue a citation.

Councilmember Rockey stated he was the one that had asked for this item to be placed on the agenda and noted that over the last several weeks he had gone to Chara Studio at least 10 times, and out of those 10 he never saw a car parked on the road. He stated that he believes that this issue is between the property owners and the neighboring businesses.

Councilmember Hanks and Councilmember Branson thanked the attendees for being willing to work together to ensure the safety of the children as they go back and forth to the dance school. Chief Wieners stated that someone from Patrol will visit the business owner to look at options to make the parking lot at the neighboring church more accessible; such as an improved pathway, landscape lighting and signage.

Mayor Foreman allowed Mr. Scott to make comments at the podium regarding the boulders being discussed. He noted that those were placed in that area to stop people from breaking the sprinklers and tearing up the grass and asked who would be responsible for any future damage. Mr. Kabiri stated that per the subdivision plat, the HOA is responsible for the median itself, they are within a reserve and the two corners at FM 518 and Hunters Lane, also within a reserve. However, the business owners are responsible for the grass in front of their business, between the sidewalk and the curb, much like residential homeowner's mow the same space in front of their homes.

Mayor Foreman asked the City Manager to take the lead in working through the recommended action items. Mr. Kabiri stated that they would work with the HOA to remove the boulders, and the business owner on all of the items discussed today.

11. CITY MANAGER'S REPORT

A. Recognize Director of Public Works Rene Ibarra for being invited to be a panelist for the Underground Construction Technology Association for discussion on Collection Systems

City Manager Morad Kabiri presented the item and stated that Director of Public Works René Ibarra, was recently asked to serve as a panelist on the Underground Construction Technologies Association seminar. Anytime any of our employees are asked to serve as a professional panelist on these types of activities we'd like to highlight them for the work that they do and the fact that they're recognized within the industry.

B. Recognize Deputy Director of Engineering Samantha Haritos for participating in a panel discussion at the Texas Floodplain Management Association conference in early March to discuss "Local Involvement in Regional Flood Planning."

City Manager Morad Kabiri presented the item and stated Deputy Director of Engineering Samantha Haritos has been asked to serve as a panelist on the Texas Floodplain Management Association's upcoming conference. He congratulated Samantha for being recognized as an industry leader in Engineering and in floodplain in particular.

12. BUSINESS ITEMS

A. Consider authorizing a Professional Services Agreement with Freese & Nichols, Inc., for the 2023 Water and Wastewater Utility Impact Fee Project (RFQ 2023-04)

A motion was made by Councilmember Hanks and seconded by Councilmember Rockey, to approve a Professional Services Agreement with Freese & Nichols for the 20223 Water and Wastewater Utility Impact Fee Project. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

B. Consider authorizing a Professional Services Agreement with RJN Group, Inc., for the 2023 Sewer Survey Engineering Services – Wastewater Hydraulic Model Development Project.

This item approves a Professional Services Agreement with RJN Group, Inc. for the 2023 Sewer Survey Engineering Services – Wastewater Hydraulic Model Development Project. This current proposed engineering services and sanitary sewer hydraulic model design will assist in providing a critical reference tool to confirm and/or identify sanitary sewer infrastructure flow/capacity inefficiencies, determining if an increase to specific sewer mains and/or lift station infrastructure is needed, and serving as a reference back-up tool to our impact fee analysis. Funding for the proposed scope of work in the amount of \$93,500 is accounted for within the previously approved 2018 Water/Sewer Series Bond allocations.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Erenwert to approve the Professional Service Agreement with RJN for the 2023 Sewer Survey Engineering Services – Wastewater Hydraulic Model Development Project:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

13. PROPOSED RESOLUTIONS & ORDINANCES

A. Consider a resolution designating Field 5 at the Corporal Steven Schulz Sportspark as “Jesse Torres Field.”

The City of Friendswood (the "City") has received a Facility Naming Application from James Jamail requesting that Field 5 (FGSA youth softball field), located at the Corporal Steven Schulz Sportspark, 2910 W. Parkwood, Friendswood, Texas, be named the Jesse Torres Field in honor of Mr. Jesse Torres.

A motion was made by Councilmember Scott and seconded by Griffon to approve Resolution No. R2023-10, related to Item 13.A, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2023-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING FIELD 5 AT CORPORAL STEVEN SCHULZ PORTSPARK AS "JESSE TORRES FIELD"; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider a resolution authorizing the City Manager to execute a lease-purchase agreement with Zions Bancorporation, N.A., Salt Lake City, Utah, and approving financing terms for the purchase of an ambulance and SCBA packs for emergency medical and firefighting services within the City.

The proposed resolution authorizes the CM to execute a lease-purchase agreement and approve the financing terms for the purchase of self-contained breathing apparatus (SCBA packs) for the Friendswood Volunteer Fire Department. The SCBA packs are used to protect firefighters' airways from toxic gas and other harmful particles for an amount of \$411,000. This also includes the purchase of a fourth ambulance marked as the "City of Friendswood Emergency Medical Services" to the vehicle fleet is necessary. The estimated cost of the ambulance, including the truck chassis and box outfitted with required equipment, is estimated at \$514,000. The time to build and outfit the ambulance will meet the deadline to apply to the State of Texas for licensing.

Funding for the principal and interest payments associated with this capital equipment note payable, will be the Fire/EMS donations collected through City utility bills for the SCBA packs and the Tax Debt Service Fund for the ambulance.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve Resolution No. R2023-11, related to Item 13.B, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2023-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE PURCHASE AGREEMENT WITH ZIONS BANCORPORATION, N.A., SALT LAKE CITY, UTAH IN THE AMOUNT OF NINE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$925,000.00) AND TO TAKE FURTHER ACTIONS AS MAY REQUIRED IN CONNECTION WITH FINANCING AN AMBULANCE AND SCBA PACKS FOR EMERGENCY MEDICAL AND FIREFIGHTING SERVICES WITHIN THE CITY; APPROVING CERTAIN MATTERS RELATED THERETO; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 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:

1. Parks & Recreation Donation, \$10,000. Appropriate funds donated to the Parks and Recreation Department by Hometown Bank of Friendswood for the “Home for the Holidays Lighted Christmas Trail” event. This event took place at the annual Santa in the Park event this year. The donation was received on November 10, 2022.
2. Emergency Management – Public Safety Building Expansion (Change Order), \$21,027. Appropriate funds for a change order related to the emergency operations center (EOC) within the public safety building expansion project. Electrical floor trenching was required in the EOC to maximize the functionality and remove barriers to accessibility. The funding source will be 2021 General Obligation Bond funds.
3. Police Department -- Vehicle Insurance Reimbursement, \$1,499. Appropriate supplemental insurance reimbursements received from Texas Municipal League Intergovernmental Risk Pool. The emergency response vehicle was damaged in the line of duty and requires repair to be placed back in service. Funding will be appropriated to the Police Department Patrol division vehicle maintenance account for repairs made to unit P440.
4. City of Houston Southeast Transmission Water Line Project, \$1,524,765. Appropriate funds for the cost-sharing agreement with the City of Houston and co-participants for the 42-inch Water Main Replacement project. The funding source will be from 2021 Water and Sewer Bond proceeds.
5. Police Investigation Fund -- Evidence Storage Locker, \$6,297. Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating services account. The police department needs to increase the capacity for physical evidence storage at the PSB. The funding source will be Police Investigation State unassigned fund balance.
6. 2017 CDBG-DR (Harris County) Grant Reimbursement, \$232,987. Appropriate funds received from the CDBG-DR (Harris County) grant program for the Forest Bend Detention Pond construction. The City received a reimbursement of \$232,987 for construction services. Advance funding for pay application #2 was originally approved at the December 5, 2022 City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
7. Parks & Recreation, Parks Division – Donation for Benches at Dog Park, \$7,593 Appropriate donation received from John Gannon and JGI Outdoor Advertising for the purchase of two benches at the Dog Park. Funds will be appropriated to the Parks and Recreation Department’s Parks division capital equipment account.
8. City Secretary’s Office – Transfer, \$3,000. Transfer funds from the City Secretary’s Office to the Parks and Recreation Department’s Facilities Division for additional renovations needed in the City Secretary’s suite to create an office for the Legal Assistant. The funding is being transferred from the Contract Services account.

ORDINANCE NO. 2023-9

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2022-19, PASSED AND APPROVED AUGUST 29, 2022, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2022-23, 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.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve Ordinance No. 2023-9, related to Item 13.C, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

D. Consider the first reading of an ordinance consenting to the rate adjustment requested by Waste Connections of Texas, LLC, d/b/a Waste Connections of Texas, to offset its increased cost in connection with performing services under the Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Friendswood.

This proposed ordinance consents to the rate adjustment requested by Waste Connections of Texas, LLC, d/b/a Waste Connections of Texas, ("Waste Connections") to offset its increased cost in connection with performing services under the Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Friendswood (the "Franchise Agreement").

On March 4, 2022, the City Council authorized on its second and final reading the Franchise Agreement with Waste Connections for a term of three (3) years, commencing on April 1, 2022. Each year under the agreement, the following annual adjustments are permitted:

1. Rate Adjustment.

Proposed Adjustment: 6.4%

Effective Date: Billing cycle after final passage of the proposed ordinance.

2. Fuel Cost Adjustment.

Proposed Adjustment: 3%

Effective Date: October 1, 2023

This adjustment does not require Council approval and is based upon the U.S. Energy Administration/Department of Energy published price for diesel Fuel - Gulf Coast Region. This year's rate adjustment is based upon the CPI-U is as follows:

	Current Rate for Single Family	Proposed Rate Adjustment for Single Family
Monthly curbside refuse and recycling (18-gallon recycling bin)	\$15.20	\$16.17
Monthly Administrative Fee (City revenue)	\$1.52	\$1.62
Total	\$16.72	\$17.79

As such, the monthly increase for a single-family resident is \$1.07 per month. The cost for families who utilize a 95 gallon recycle cart will increase by \$0.08 (8 cents) for a total of \$1.23 per month for use of the larger container.

A motion was made by Councilmember Scott and seconded by Mayor Pro Tem Erenwert to approve the first reading of a proposed ordinance approving the rate adjustment as contemplated in the Franchise Agreement based upon a demonstrated need in order to offset the increased cost of providing services under the Franchise Agreement. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, CONSENTING TO THE RATE ADJUSTMENT REQUESTED BY WASTE CONNECTIONS OF TEXAS, LLC, D/B/A WASTE CONNECTIONS OF TEXAS, TO OFFSET ITS INCREASED COST IN CONNECTION WITH PERFORMING SERVICES UNDER THE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF FRIENDSWOOD; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

14. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Griffon to approve the Consent Agenda, Items 14.A through 14.K. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro-Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

- A. Consider a resolution suspending the May 1, 2023, 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 2022.**

RESOLUTION NO. R2023-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SUSPENDING THE MAY 1, 2023, 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 2022; REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Consider approving a banner permit application for Mary Queen Catholic Church to advertise its annual Mary Queen Parish Festival.**

This item approves a banner application for Mary Queen Church. The banner will advertise its annual Mary Queen Parish Festival. The banner is requested to be displayed between the dates of April 24, 2023, through April 30, 2023.

- C. Consider approving a banner permit application for The Harbor (Friendswood Community Church) to advertise its annual Easter Sunday Services.**

This item approves a banner application for The Harbor (Friendswood Community Church). The banner will advertise its annual church services on Easter Sunday. The banner will be displayed between the dates of April 4, 2023, through April 10, 2023. The wording on the banner will state “Easter at The Harbor.”

- D. Consider authorizing a Buyout License Agreement with Janet and Ignatius Leonards for property located at 401 Richmond Lane.**

This item authorizes a new license agreement for the property located at 401 Richmond Lane in accordance with the Open Space Guidelines. The property is located in the Heritage Estates Subdivision. The adjacent homeowners, Janet and Ignatius Leonards, are requesting to take over maintenance of this lot.

E. Consider authorizing a Buyout License Agreement with Carl J. Castoreno, II, and Rosa Maruri for property located at 5342 and 5338 Appleblossom Lane.

This item authorizes a new license agreement for the property located at 5342 and 5338 Appleblossom Lane in accordance with the Open Space Guidelines. The property is located in Wedgewood Village Subdivision. Directly behind the two properties on Appleblossom reside the homeowners Carl J. Castoreno, II and Rosa Maruri, who live on Whittier Oaks Drive. Mr. Castoreno and Ms. Maruri requested to take over maintenance of both lots. The City began its one-year maintenance period of the 2020-2021 Concrete Street Maintenance Program in September 2021. The maintenance bond has now expired.

F. Consider accepting the 2021-2022 Concrete Street Maintenance Program and the commencement of the contractor's one-year maintenance period.

G. Consider authorizing the final acceptance of the Avalon at Friendswood Section 1 Public Paving and Utilities Improvements Project.

H. Consider accepting the Bay Area Boulevard Concrete Repairs and the commencement of the contractor's one-year maintenance period.

I. Consider accepting the Bay Area Boulevard – December 2022 Project and the commencement of the contractor's one-year maintenance period.

J. Consider accepting the 2021-2022 Street Striping Maintenance Program and the commencement of the contractor's one-year maintenance period.

K. Consider approving the ad valorem tax report for February 2023.

L. Consider approving the minutes of the City Council Regular meeting held on March 6, 2023.

M. Consider approving the minutes of the City Council Special Meeting held on March 6, 2023.

15. 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 evaluation of the City Manager.

At 7:52 P.M., Mayor Foreman recessed and convened into an executive session pursuant to Sections 551.074 "Personnel Matters" of the Texas Government Code to deliberate the annual performance evaluation of the City Manager.

At 8:16 P.M., Mayor Foreman reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

16. DISCUSSION AND POSSIBLE ACTION

A. Consider and take possible action regarding the City Manager's annual review.

A motion was made by Councilmember Scott and seconded by Councilmember Griffon to give the City Manager a 3.5% salary raise.

The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

17. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the April 3, 2023, City Council Regular Meeting at 8:17 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 1, 2023

Date submitted: 04/18/2023

Prepared by: Karen Horner, City Attorney

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Fair Housing Act.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City Attorney regarding the Fair Housing Act.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. FHA Memo