



**CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 5, 2023 – 5:30 P.M.
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. INVOCATION

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

4. COUNCIL COMMENTS AND REPORTS

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

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 Library Advisory Board's Annual Report.

7. SCHEDULE OF EVENTS FOR THE UPCOMING GENERAL OBLIGATION BOND SALE

A. Receive and discuss a Schedule of Events for the upcoming General Obligation Bond Sale.

B. Consider approving a Schedule of Events for the upcoming General Obligation Bond Sale.

8. WORK SESSION TOPICS

A. Receive and discuss an update regarding the Capital Improvement Projects.

B. Receive and discuss an update regarding the Multi-Year Financial Plan.

9. CITY MANAGER'S REPORT

A. Present an update regarding the City's Fourth of July Celebration.

B. Present an update regarding the Waste Connections Scholarship recipients.

10. BUSINESS ITEM

A. Consider awarding the Demolition and Removal Services Contract for Frenchman's Creek (Bid No. 2023- 10) to Grant Mackay Company, Inc.

11. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment VIII" and providing for supplemental appropriation and/or transfer of certain funds.

12. CONSENT AGENDA

- A. Consider authorizing an engagement letter with Gabriel, Roeder, Smith & Company for actuarial valuations and authorize the Mayor to execute said document.
- B. Consider authorizing Change Order Number 1 for the Blackhawk Building Renovation Project.
- C. Consider authorizing the final acceptance of Avalon at Friendswood's Public Improvements Lift Station Project. (LS #42)
- D. Consider authorizing the purchase of cascade equipment and installation of equipment for the Fire Station #2 Reconstruction Project from Municipal Emergency Services, through Sourcewell Purchasing Cooperative.
- E. Consider authorizing an emergency purchase of a pump for sanitary sewer Lift Station #2.
- F. Consider authorizing a lease agreement with Motorola Solutions for body-worn cameras for the Police Department through the Texas Department of Information Resources.
- G. Consider appointing (i) Mr. Gregory Reid Wiseman and (ii) Sawyer Blackburn to the West Ranch Management District for a four-year term, set to expire on June 1, 2027.
- H. Consider appointing (i) Paul Marx, (ii) Elmer Johnson, and (iii) Arden Hill to the Friendswood Downtown Economic Development Corporation for a two-year term beginning on July 1, 2023, and ending on June 30, 2025.
- I. Consider appointing (i) Travis Mann and (ii) Thomas Hinckley to the Planning and Zoning Commission for a two-year term beginning July 1, 2023, and ending June 30, 2025.
- J. Consider appointing Phillip Ratisseau and Glenn Mintz as regular members and Les French as an alternate member to the Zoning Board of Adjustment for a two-year term beginning July 1, 2023, and ending June 30, 2025.
- K. Consider appointing (i) Margaret Pickell, (ii) Dr. Donald Stran, and (iii) the City's Animal Control Supervisor to the Animal Shelter Advisory Committee for a three-year term beginning on July 1, 2023, and ending on June 30, 2026.
- L. Consider approving the ad valorem tax report for April 2023.
- M. Consider approving the minutes of the City Council Special Meeting held on May 17, 2023.

13. ADJOURNMENT

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

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



Leticia Brysch, City Secretary

Posted in compliance with the Open Meetings Act on this
1st day of June 2023, at 5:30 p.m.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: June 5, 2023

Date submitted: 05/02/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Library Advisory Board's Annual Report.

Originating Department: Library

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive and discuss the Library Advisory Board's Annual Report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Annual Library Board Report 2023 (004)

CITY OF FRIENDSWOOD

Library Board Annual Report



Friendswood Library Board Highlights

Library Board Highlights:

- Assisted and approved Friendswood Library 2023-2028 long-range strategic plan.
- Served on the Galveston County Library System Advisory Council and approved the Galveston County Library System budget.
- Assisted Friends of the Library in hosting library fundraising Galas.
- Met with library staff for regular board meetings to advise on library services and policies.
- Presented Outstanding Programming Award to Irina Varentsova for her volunteer art programs and coordination of Ceramics and Craft Show.



Friends of the Library Highlights

Friends of the Library Highlights

- Currently planning the *Through the Looking Glass* Library Gala scheduled for September 30th.
- Assisted library with funding for a facility renovation project.
- Raised over \$5,000 from Book Sales.
- Have 156 members.
- Sponsored programs and events throughout the year including music performances, movie nights, and youth Summer reading programs.
- Purchased prizes for Summer Reading and other reading challenges.

Friends of the Library Highlights

- **Purchased new Library Outreach Vehicle for home delivery and other outreach projects.**



Friendswood Library Highlights

Friendswood Library Highlights

- 9th consecutive year to win the TMLDA Achievement in Library Excellence Award.
- Awarded the Community Champion award by the Board of the Bay Area Alliance for Youth and Families.
- Hosted annual Summer Reading Programs, World Film Festival, ZakiCon anime event, Ceramics Art Show, and Ekphrastic Poetry Festival among numerous other educational and recreational programs.
- Provided scholarships for the Excel Adult High School completion program offered through the library.
- Provided school and daycare outreach for literacy and Makerspace programs.
- Partnered with Galveston County Food Bank to provide food *Kidz Pacz* throughout the Summer.
- Hosted Workforce Solutions job skills training and AARP tax preparation.
- Added additional hotspots and e-book readers for circulation.
- Provided home delivery of library materials to at risk and homebound patrons.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: June 5, 2023

Date submitted: 05/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss a Schedule of Events for the upcoming General Obligation Bond Sale.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Staff is ready to proceed with the third and final round of General Obligation Bonds issuances authorized by voters on November 5, 2019, for capital drainage improvements projects. The total of the G.O. Bonds, Series 2023 will be \$30 million. Bond issuance costs will also be funded with the bond proceeds.

John Robuck with BOK Financial Securities, Inc., the City's financial advisory firm, will be in attendance to review and discuss this opportunity.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Issuance of the General Obligation Bonds, Series 2023 will enable the City to continue with drainage improvements and/or establish intergovernmental cost-sharing agreements with agencies that have a mutual benefit from future drainage improvement projects in Friendswood.

RECOMMENDATIONS

Staff recommends approval of the tentative schedule of events.

ATTACHMENTS

1. Schedule of Events Presentation - Series 2023 GO Bonds (5-3-23)



City of Friendswood, Texas

Financing Plan and Schedule of Events Presentation for: \$27,865,000* General Obligation Improvement Bonds, Series 2023

Monday, June 5, 2023

* Preliminary, subject to change.

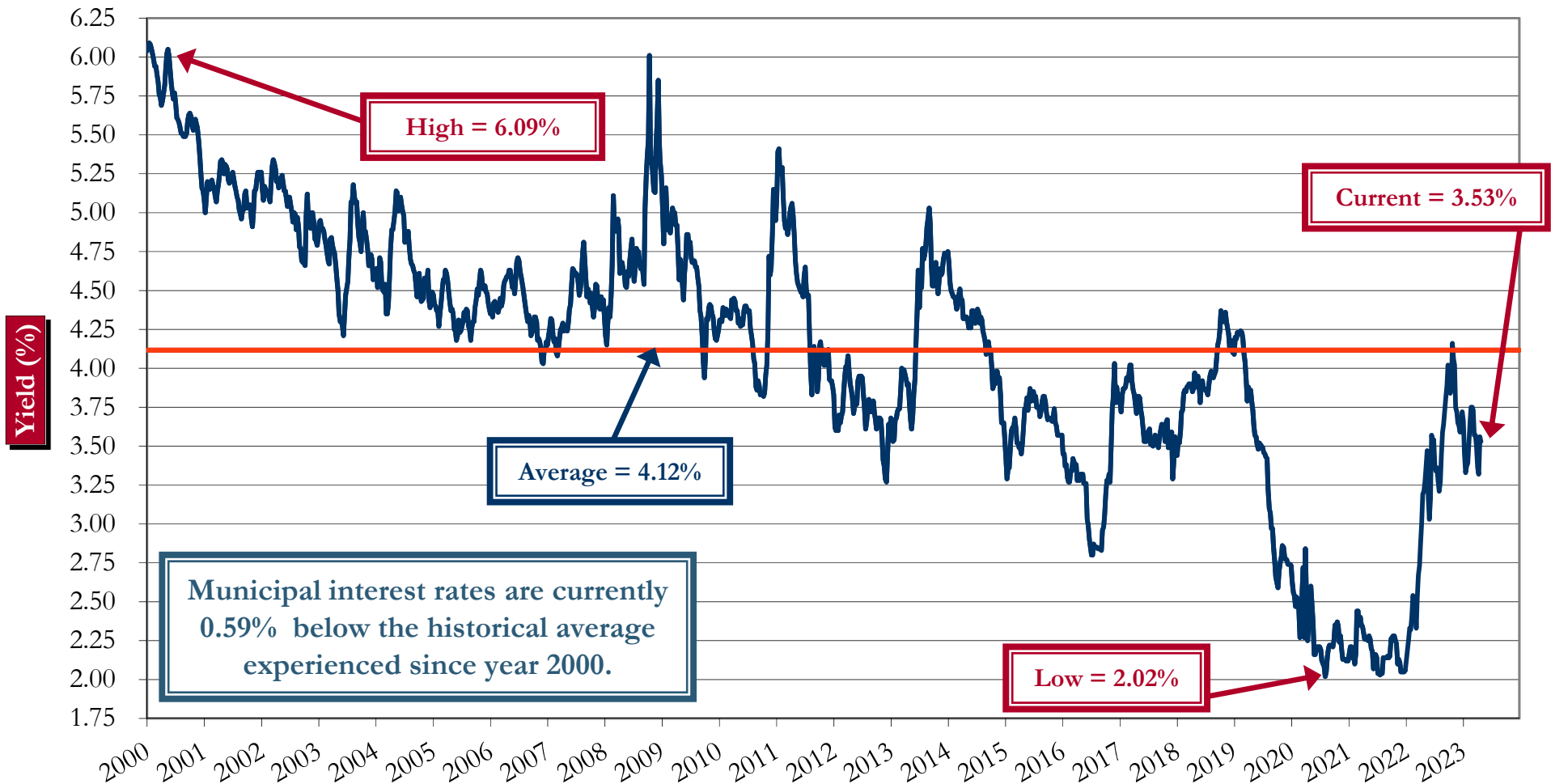
Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SIPC and a subsidiary of BOK Financial Corporation. Services may be offered under our trade name, BOK Financial Advisors.

NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE



Overview of Current Bond Market – Bond Buyer Index

The Bond Buyer Index January 1, 2000 To The Present



The Bond Buyer Index is published every Thursday. The rate consists of general obligation bonds maturing in 20 years with an average rating equivalent to Moody's "Aa2" and S&P's "AA."



General Obligation Improvement Bonds, Series 2023

Estimated Debt Service Requirements

Fiscal Year Ending (9/30)	Current Total Debt Service (a)	Plus: Series 2023 GO Bonds \$30,000,000 in Proceeds			Total Debt Service Requirements
		Principal *	Interest (b)	Total	
2023	\$3,908,906				\$3,908,906
2024	3,909,206		\$1,482,263	\$1,482,263	5,391,469
2025	3,908,469	\$210,000	1,388,000	1,598,000	5,506,469
2026	3,909,669	220,000	1,377,250	1,597,250	5,506,919
2027	3,951,803	190,000	1,367,000	1,557,000	5,508,803
2028	3,953,944	195,000	1,357,375	1,552,375	5,506,319
2029	3,950,669	210,000	1,347,250	1,557,250	5,507,919
2030	3,951,025	220,000	1,336,500	1,556,500	5,507,525
2031	3,952,775	230,000	1,325,250	1,555,250	5,508,025
2032	1,587,825	680,000	1,302,500	1,982,500	3,570,325
2033	1,589,925	715,000	1,267,625	1,982,625	3,572,550
2034	1,588,200	755,000	1,230,875	1,985,875	3,574,075
2035	1,587,850	795,000	1,192,125	1,987,125	3,574,975
2036	1,411,800	860,000	1,150,750	2,010,750	3,422,550
2037	1,410,300	905,000	1,106,625	2,011,625	3,421,925
2038	1,412,825	950,000	1,060,250	2,010,250	3,423,075
2039	1,414,300	995,000	1,011,625	2,006,625	3,420,925
2040	1,414,725	1,045,000	960,625	2,005,625	3,420,350
2041	921,600	1,050,000	908,250	1,958,250	2,879,850
2042	920,150	1,105,000	854,375	1,959,375	2,879,525
2043	924,572	1,155,000	797,875	1,952,875	2,877,447
2044	924,897	1,215,000	738,625	1,953,625	2,878,522
2045	924,684	1,275,000	676,375	1,951,375	2,876,059
2046	923,950	1,340,000	611,000	1,951,000	2,874,950
2047	922,694	1,410,000	542,250	1,952,250	2,874,944
2048	920,900	1,485,000	469,875	1,954,875	2,875,775
2049	923,509	1,560,000	393,750	1,953,750	2,877,259
2050	920,522	1,645,000	313,625	1,958,625	2,879,147
2051	591,947	1,725,000	229,375	1,954,375	2,546,322
2052		1,815,000	140,875	1,955,875	1,955,875
2053		1,910,000	47,750	1,957,750	1,957,750
Totals	\$58,633,641	\$27,865,000	\$27,987,888	\$55,852,888	\$114,486,529

* Preliminary, subject to change. **Generates \$30,000,000 in construction proceeds for the City and includes estimated issuance costs.**

(a) Excludes the City's General Obligation debt paid by Waterworks and Sewer System revenues and Capital Leases payments.

(b) Interest estimated at current market interest rates, for illustrative purposes only.



General Obligation Improvement Bonds, Series 2023

Estimated Sources and Uses of Funds

City of Friendswood, Texas \$27,865,000* General Obligation Improvement Bonds, Series 2023

Principal Amount of the Bonds:	\$27,865,000	*
Plus: Net Premium:	2,440,744	*
Less: Expenses:	305,744	*
Underwriters' Discount	\$174,156	
Financial Advisor	46,941	
Bond Counsel	38,632	
Rating Agencies	30,000	
Attorney General Fee	9,500	
Printing/Distribution	1,250	
Miscellaneous	4,516	
Paying Agent/Trustee	750	
Total Proceeds:	\$30,000,000	
"All Cost" True Interest Rate (a):	4.398%	
Average Life:	20.09 Years	

* Preliminary, subject to change.

(a) Includes estimated issuance costs.



Tentative Schedule of Events

May - 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June - 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July - 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

August - 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

\$27,865,000*

General Obligation Improvement Bonds, Series 2023

Date	Action	Role
Monday, May 29, 2023	First Draft of Preliminary Official Statement ("POS")	FA
Monday, June 5, 2023	City Council Meeting Review Financing Plan and Schedule of Events for General Obligation Improvement Bonds ("GO Bonds")	City, FA, BC
Tuesday, June 6, 2023	Second Draft POS	City, FA, BC
Week of June 12, 2023	Rating and Diligence Calls	City, FA, BC
Friday, June 16, 2023	Third Draft POS	City, FA, BC, UW
Friday, June 30, 2023	Final Draft POS	City, FA, BC, UW
Monday, July 3, 2023	Post/Distribute Final POS	BOKFS
Monday, July 10, 2023	Sale of General Obligation Bonds City Council Meeting City Council to Approve Sale of GO Bonds	City, FA, BC, UW
Tuesday, August 8, 2023	Closing/Delivery of GO Bonds	City, FA, BC, UW

Participants

City - City of Friendswood, Texas
 FA - BOK Financial Securities, Inc. (Financial Advisor)
 BC - McCall, Parkhurst & Horton LLP (Bond Counsel)
 UW - Underwriters (To Be Determined)

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: June 5, 2023

Date submitted: 05/30/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider approving a Schedule of Events for the upcoming General Obligation Bond Sale.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows Council to approve a Schedule of Events for the upcoming General Obligation Bond Sale.

As noted in the previous item, Staff is ready to proceed with the third and final round of General Obligation Bonds issuances authorized by voters on November 5, 2019, for capital drainage improvements projects. The total of the G.O. Bonds, Series 2023 will be \$30 million. Bond issuance costs will also be funded with the bond proceeds. John Robuck with BOK Financial Securities, Inc., the City's financial advisory firm, will be in attendance to answer any questions you may have regarding the proposed schedule.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Issuance of the General Obligation Bonds, Series 2023 will enable the City to continue capital and infrastructure drainage improvements projects.

RECOMMENDATIONS

Staff recommends approval of the schedule of events

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: June 5, 2023

Date submitted: 04/05/2023

Prepared by: Glenda Faulkner, Executive Secretary

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

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CIP Update May 2023

CITY OF FRIENDSWOOD

Capital Improvement Projects Update



TM

Fire Station #2 Reconstruction

LOCATION:

2605 W. Parkwood Drive

STATUS:

Construction 89% complete

Interior work in progress includes:

- Transferring to permanent power
- Overhead ceiling work ready for inspection
- Final paint, flooring and finishes to follow permanent power

Target date: August 2023



Blackhawk Facility Renovation & Shelter

LOCATION:

15355 Blackhawk Boulevard

STATUS:

Renovation project began 1/17/23

Staff to begin moving into new offices
late June 2023

Shelter renovation currently being
redesigned for smaller scope



Blackhawk Blvd - Phase II-B

LOCATION:

Blackhawk Boulevard (Geneva Dr to Pennystone Way)

STATUS:

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

Project awarded to contractor May 2023

Awaiting franchise companies relocating their utilities so construction work may begin



Blackhawk Blvd - Phase II-C

LOCATION:

Blackhawk Boulevard (Pennystone Way to FM 2351; Thursa Lane to FM 528)

STATUS:

Precinct 2 has selected this project for its 2023 Partnership Program

\$3,392,686 contribution towards project

Project will complete the rest of Blackhawk Boulevard



24" Clear Creek Water Line Crossing Project

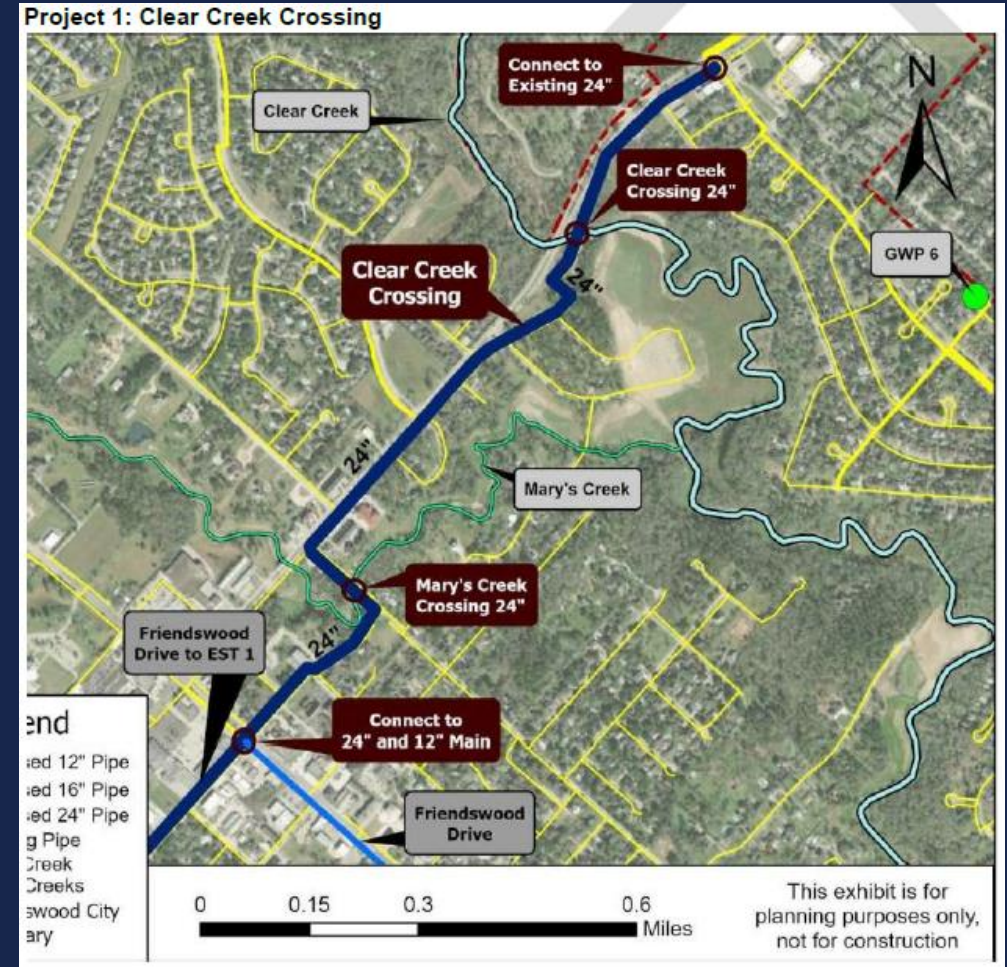
LOCATION:

Generally parallel to FM 2351, from Surface Station 2 to FM 518

STATUS:

Preliminary Engineering Report in progress

Reviewed route alternatives with City staff at most recent monthly update meeting



Surface Water Plant #1 Tank Replacement

LOCATION:

Surface Water Plant #1, Blackhawk Boulevard behind Calvary Church

STATUS:

Preliminary Engineering Report is in progress

Reviewed alternatives with City staff at most recent monthly progress meeting



2023 Impact Fee Assessment Study

LOCATION:

n/a

STATUS:

Utility Impact Fee Project has kicked off

Consultant has completed data collection and is in the process of reviewing

“Impact Fee 101” course for P&Z and Council this summer

City of Friendswood, Texas

Request for Qualifications



2023 Water and Wastewater Utility Impact Fee Project
RFQ No. 2023-04

TxDOT Projects

FM 518 Curb & Ramp Project

- TxDOT inspected downtown signals on May 18, 2023 and provided a list of items that the contractor needs to fix before they can be activated
- TxDOT aims to activate signals by June 2023
- Initially to be set up via timing until interconnectivity via fiber optics is completed
- Wire span signals will be removed once signals activated
- TxDOT awaiting contractor to remobilize to finish sidewalks (with brick borders)



Questions / Comments



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: June 5, 2023

Date submitted: 05/15/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update regarding the Multi-Year Financial Plan.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Staff will present a summary of the Multi-Year Financial Plan (MYFP). We will review the critical assumptions and planning factors we use to develop this plan and subsequent budgets. As this is the start of the upcoming budget development process, we are also seeking City Council's input on key financial "drivers."

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The MYFP is a perpetual planning tool. Updating the plan annually ensures the critical assumptions and drivers are current, relevant and reflect current trends.

RECOMMENDATIONS

None at this time

ATTACHMENTS

1. FY24 MYFP & PRELIM BUDGET OVERVIEW - 5.25.2023

MULTI-YEAR FINANCIAL PLAN

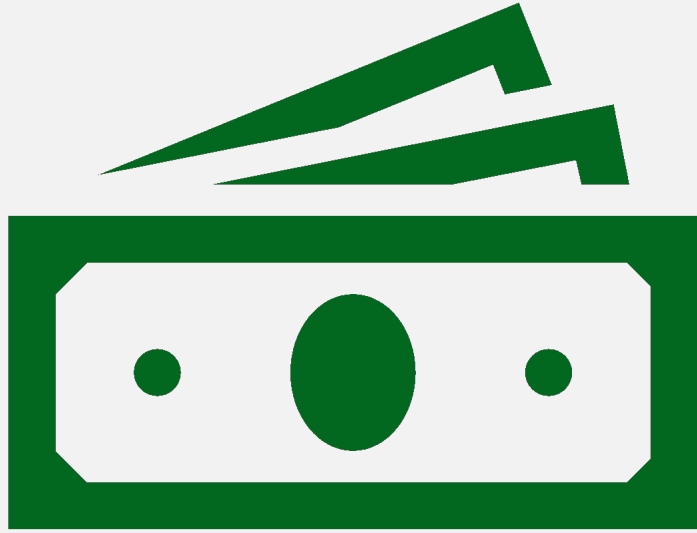
General & Debt Service Funds

Fiscal Years 2024-2028

June 5, 2023



Planning Assumptions - Revenue



Property Values*

Estimated 7% *tax base* growth annually
(includes estimates for commercial growth)

Projected New Construction - \$46M

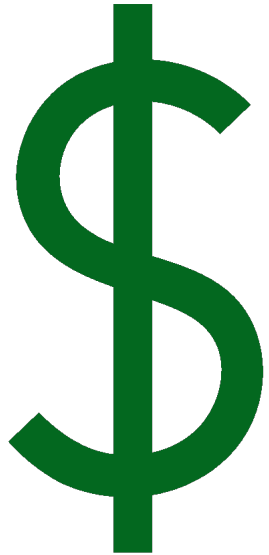
Most other revenue sources

Increase by 2% per year

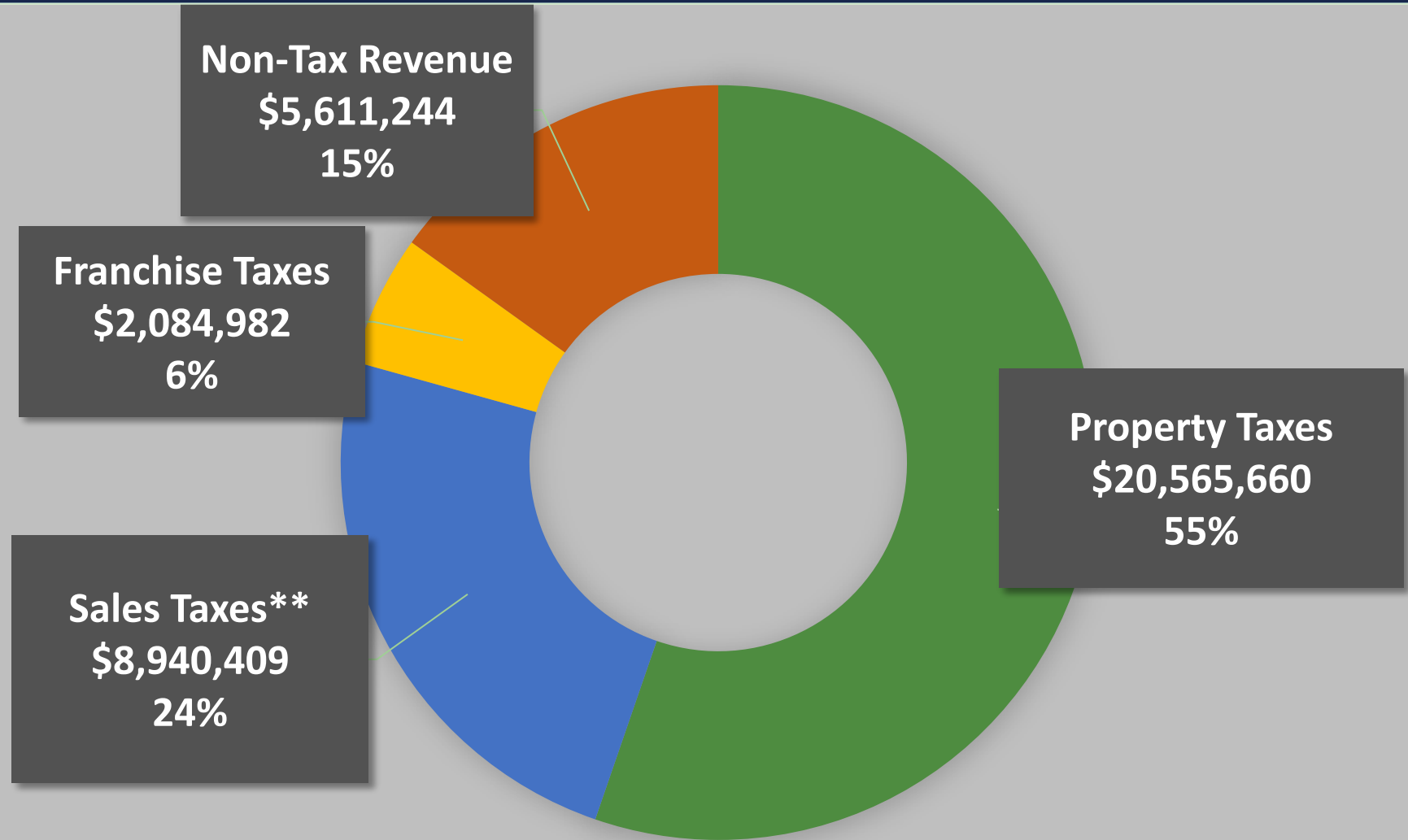


FY24 Prelim Revenue (General Fund) - \$37.2M

(with portion of 20/21/22 unused increment)



**Estimated
Tax Rate
52.94 cents**



**Sales tax revenue generated from the ½ cent sales tax approved by voters in 2016 for street improvements and FDEDC is recorded and expended in fund 84 of 222

Tax Rate Drivers



Property tax revenue

- Same tax rate adopted in FY21, FY22, and FY23 - 48.73 cents
- Tax rate used in the MYFP for FY24 - 52.94 cents
 - Unused tax rate increment (2020 – 2022) available – 9.6 cents
 - Projected use of 4 cents

Need for tax rate increase due to:

- G.O. Bond Issuances – shift from O&M to I&S (2.3 cents)
- FVFD and EMS – Contract and Transition (1.2 cents)
- Impact of Bond Projects Operating Costs (0.3 cent)
- Operational Increases
 - Merit (1.2 cents), maintenance, supplies & services (1.3 cents)
- Forces-at-Work \$1.2M (TOTAL FUNDED) – FAWs not listed above (0.8 cent)
- Decision Packages \$4.7M (UNFUNDED)



Planning Assumptions - Expenditures



Existing Personnel

3% increase each year for wages and benefits

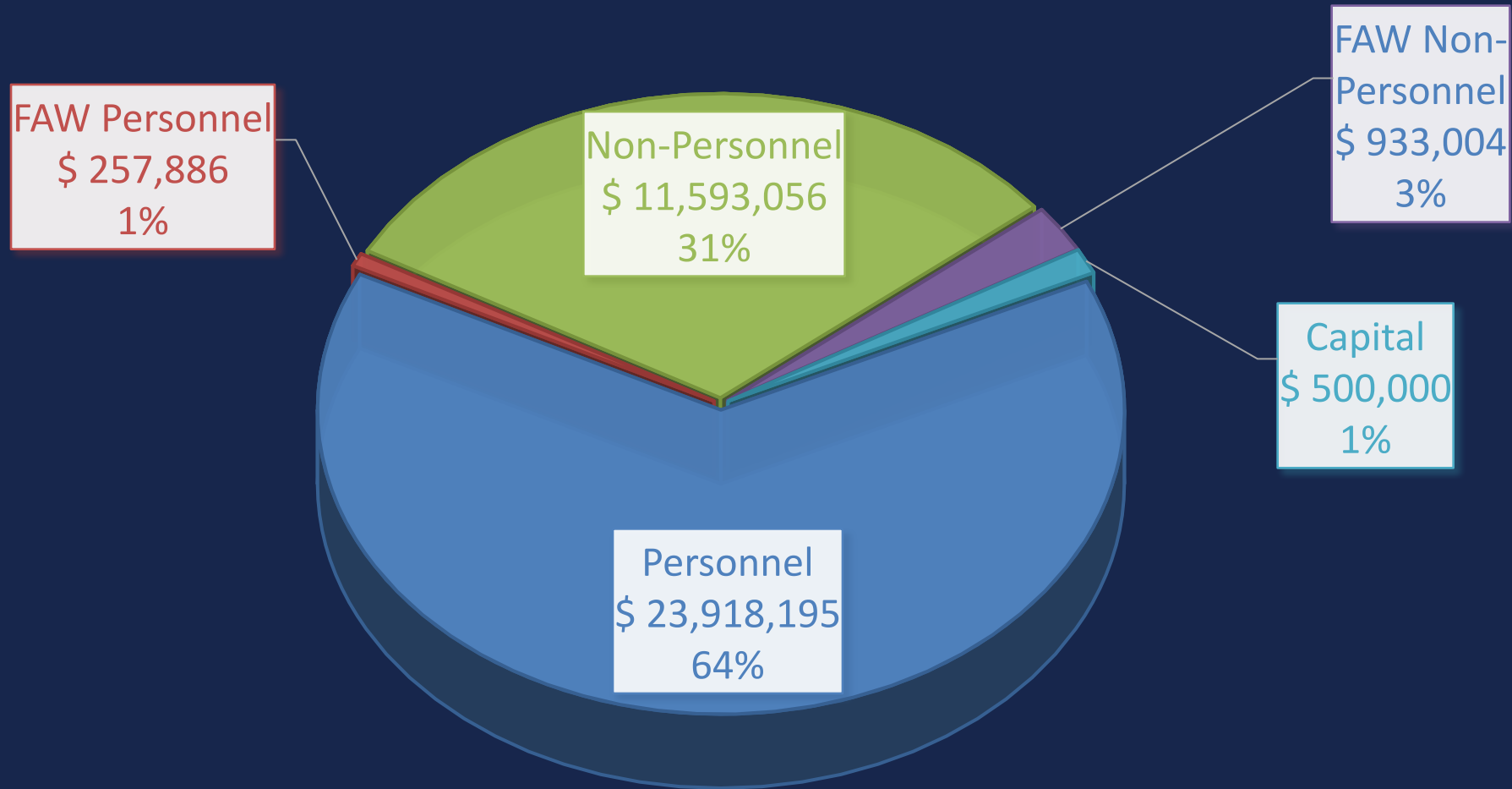
Non-Personnel

5% increase in FY2024

Hold 5% increase year over year 2025-2028
(based on 5-year historical average)



FY 24 Prelim Expenditures (General Fund) - \$37.2M



General Fund – Change in Fund Balance



Multi-year Financial Plan Summary

90-day operating reserve maintained in FY24

Tax rate increase 2024
NNRR through FY28

Forces-At-Work and employee merit
included in FY24

No Decision Packages are funded in the
5-year planning window with current
projections and assumptions

NEXT STEPS



✓ Key Dates

- ✓ Proposed Budget Delivered – 07/28/2023
- ✓ Budget Work Session – 08/07/2023
- ✓ Proposed Budget Public Hearing (Special Council Meeting) – 08/28/2023
- ✓ Public Hearing on Tax Rate – 09/11/2023
- ✓ Budget & Tax Rate Adoption – 09/11/2023

✓ Council Input & Direction Needed

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: June 5, 2023

Date submitted: 05/02/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the City's Fourth of July Celebration.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Friendswood 4th of July Celebration

This year's theme for Friendswood 128th Annual Fourth of July Celebration is Traveling in the USA.

The celebration will take place on Tuesday, July 4th, with the Grand Parade starting at 10 a.m. on S. Friendswood Drive (FM 518) at Heritage Drive and concludes at Stevenson Park.

DAY PROGRAM at Stevenson Park 1100 S Friendswood Dr. will follow the Grand Parade, there will be vendors, games, food, and entertainment in until 2 pm.

EVENING CONCERT AND FIREWORKS at CENTENNIAL PARK 2200 S Friendswood Dr. Will be a special night with music from the Tin Man Band and a spectacular fireworks extravaganza! The Evening Program begins at 7:30 p.m. on Tuesday, July 4th. Fireworks will begin at approximately 9:40 p.m.

There is no public parking at Centennial Park. Instead, a shuttle service will be provided from Friendswood High School and Friendswood Methodist Church, buses start rolling at 6:30 p.m. A bus to accommodate those with special needs will be available at Mary Queen Catholic Church. Shuttles will run to Centennial Park from 6:30 p.m. to 8:45 p.m.

For questions about the 4th of July festivities, feel free to contact the Parks and Recreation office at 281-996-3220 or rec@friendswood.com

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. July 4th 2023

FRIENDSWOOD 4TH OF JULY STEERING COMMITTEE PRESENTS

Traveling in the



128th Annual Friendswood 4th of July Celebration

TUESDAY, JULY 4, 2023

Grand Parade
10:00 AM

ON FRIENDSWOOD DR. BETWEEN
HERITAGE DR. & STEVENSON PARK

Stevenson Park
11:00 AM

RIDES, GAMES, FOOD, & ENTERTAINMENT

Centennial Park
7:30 PM

FOOD AND ENTERTAINMENT BY
TIN MAN BAND

Fireworks Show
9:20 PM

FOLLOWING FEATURED ENTERTAINMENT



FRIENDSWOOD.COM/JULY4



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: June 5, 2023

Date submitted: 05/23/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update regarding the Waste Connections Scholarship recipients.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Waste Connections of Texas 2023 Scholarship Recipients
Friendswood High School – Madison Ressler plans to attend Stephen F. Austin State University and study Biology
Clear Brook High School – Thomas Jennische plans to attend Texas State University and study Communications Disorders
Clear Springs High School – Aiden Clarkson plans to attend University of Oklahoma and study Business Management

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: June 5, 2023

Date submitted: 04/25/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding the Demolition and Removal Services Contract for Frenchman's Creek (Bid No. 2023- 10) to Grant Mackay Company, Inc.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On January 14, 2019, Council approved the submission of a Community Development Block Grant-Disaster Recovery (CDBG-DR) Buyout Application. The application, which was submitted to the General Land Office (GLO) inclusive of properties in Frenchman's Creek and off Deepwood Drive damaged during Hurricane Harvey. The grant is for the acquisition and demolition of homes in Frenchman's Creek affected by Hurricane Harvey for \$2,762,650.00.

On March 29, 2023, the City published RFP 2023-10 Demolition and Removal Services Frenchman's Creek. Four sealed bids were received from RNDI Companies, Inc., DL Glover, ARK, and Grant Mackay Company, Inc., on Wednesday, May 17, 2023.

After review of bids to ensure guidelines were met, the selection committee recommended awarding the contract for the CDBG-DR demolition and removal to Grant Mackay Company, Inc., as the lowest responsible bidder. After a budget adjustment request, all demolition costs are reimbursable through CDBG Grant reward. Funds remain to cover the full amount of demolition.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Under the CDBG-DR project, the City of Friendswood, Galveston County, will acquire and demolish homes in Frenchman's Creek.

RECOMMENDATIONS

Staff recommends Council to authorize the City Manager to execute a contract for Demolition and Removal Services for the CDBG-DR project to Grant Mackay Demolition Co., Inc.

ATTACHMENTS

1. 2023-10 Bid Specifications - Demolition Removal Services - Frenchman's Creek
2. Bids received



TM

**CITY OF FRIENDSWOOD, TEXAS
INVITATION TO BID NO. 2023-10
DEMOLITION & REMOVAL SERVICES – FRENCHMAN'S CREEK**

BID INFORMATION:

Issue date: Wednesday, April 26, 2023

Closing date & time: Wednesday, May 17, 2023, at 9:00 A.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. 2023-10
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. 2023-10**", 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 **9:00 A.M., MAY 17, 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 **Site Visit** is scheduled for **MAY 9, 2023**, at **9:00 A.M.**, at Frenchman's Creek Townhomes, 100 block of Moss Point Drive, Friendswood, TX 77546.

All questions must be submitted to jspears@friendswood.com, no later than **9:00 A.M., MAY 11, 2023**.

For additional information, please contact Jeff Spears, Purchasing Coordinator at (281) 996-3274 or via email to jspears@friendswood.com.

/S/Leticia Brysch, City Secretary

**INVITATION TO BID NO. 2023-10
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. 2023-10, 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 9:00 A.M. ON WEDNESDAY, MAY 17, 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 **Wednesday, May 17, 2023, at 9:00 a.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. 2023-10
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.

CONTENTS

1. Access to Records
2. Affirmative Socioeconomic Steps
3. Byrd Anti-Lobbying Amendment
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
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
17. Termination for Cause & Convenience
18. Whistleblower Protection Act
19. Equal Employment Opportunity
20. Davis-Bacon Act & Copeland "Anti-Kickback" Act

1. ACCESS TO RECORDS (Disaster Recovery Reform Act of 2018)

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the City of Friendswood, the State of Texas, the 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. 2023-10, 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 is no Interested Party. ☐																																					
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.	Date Received	
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]

RNDI	\$ 207,163.00
DL Glover	\$ 199,690.00
ark	\$ 217,700.00
Grant Mackay	\$ 135,428.45

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: June 5, 2023

Date submitted: 05/02/2023

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 VIII" 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 eighth 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. VIII
2. FY23 BA VIII Exhibit A 06-05-2023
3. FY23 BA VIII Exhibit B 06-05-2023

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 VIII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 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 VIII" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2022-23" attached hereto. Said Budget Amendment VIII shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the

omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 5th day of June, 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 VIII – Exhibit A
June 5, 2023

1. **Vehicle Replacement Plan (VRP), \$20,545.** Appropriate additional funding needed for replacement of Public Works bucket truck (PW56). The total amount over budget is \$20,545 due to inflation. However, proceeds from the transfer of PW55 to the Police Department (\$17,000) will be used to supplement the cost of the new bucket truck. The remaining amount (\$3,545) will be appropriated from Public Works Street's Division Vehicle Maintenance in the General Fund.
2. **2017 CDBG-DR (Harris County) Grant Reimbursement, \$457,826.** Appropriate funds received from the CDBG-DR (Harris County) grant program for the Forest Bend Detention Pond construction. The City received a reimbursement of \$457,826 for construction services related to pay application #6. Advance funding for this pay application was originally approved at the May 1, 2023 City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
3. **2017 CDBG-DR (Galveston County) Grant Reimbursement, \$63,924.** Appropriate funds received from the CDBG-DR (Galveston County) grant program for the Deepwood Flood Control Project engineering. The City received a reimbursement of \$63,924 for engineering services related to prior year engineering expenses. Advance funding was originally approved at the October 5, 2021 City Council Meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
4. **Forest Bend Detention Pond – Construction Pay Applications #7 & #8, \$914,451.** Appropriate advance funding for Jerdon Enterprise Pay Applications #7 & #8 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.
5. **Blackhawk Shelter Engineering Change Order, \$13,000.** Appropriate funds for a change order related to additional engineering costs to revise the bid documents with a modified scope for construction of the Blackhawk Shelter. A reduction in the project scope is required so that the project does not exceed grant funds available. The construction project will be rebid with the reduced scope of work. Funds will be appropriated from the 2021 General Obligation bonds.
6. **Police Department - Vehicle Insurance Reimbursement, \$23,774.** Appropriate insurance proceeds received from TML-IRP related to the loss of P429. Proceeds will be appropriated to cover a portion of the replacement vehicle, P440, and for the towing costs related to P429.
7. **Police Department - Vehicle Insurance Reimbursement, \$9,923.** Appropriate insurance reimbursement received from TML-IRP. Funding will be appropriated to the patrol division vehicle maintenance account for repairs made to unit P437.
8. **Fire Marshal Office Vehicle Upfitting, \$5,922.** Transfer funds from the Fire Marshal operating budget to the Vehicle Replacement Fund. Additional funds are needed to cover the equipment costs associated with upfitting Unit FM16. Funds will be transferred to the Vehicle Replacement Fund from the Fire Marshal vehicle maintenance account.
9. **Keep Friendswood Beautiful – Spring Sparkle, \$1,087.** Appropriate funds received from the KFB Spring Sparkle event. The appropriation will be recorded in the Keep Friendswood Beautiful division operating maintenance budget for landscaping.

10. **Friends of the Library Vehicle Donation, \$44,437.** Appropriate donation received from Friends of the Library for the purchase of a vehicle. Funds will be appropriated to the Library Department's vehicle account.
11. **Creek Community Swim Association Donation, \$4,000.** Appropriate donation received from the Creek Community Swim Association (FAST Swim Team) for pool improvements. The donation proceeds will go towards the purchase of cooling cannon (pool cooler) at Stevenson Park. Funds will be appropriated to the capital operating equipment budget for Stevenson Park.
12. **Opioid Abatement Settlement, \$5,353.** Appropriate a portion of settlement proceeds for training and equipment related to the opioid crisis. The City received \$44,052.39 in proceeds from the Opioid Abatement Settlement on March 16, 2023. Funds will be appropriated to the Police Department Payroll (\$2,548) and Operating Equipment (\$2,805) budgets.
13. **Friendswood Colts Donation, \$3,000.** Appropriate donation received from the Friendswood Colts youth football organization. The donation will go towards the purchase of practice benches at Centennial Park. The appropriation will be recorded in the Parks division operating equipment budget.
14. **Police Department Vehicle Insurance Reimbursement, \$974.** Appropriate insurance reimbursement received from TML-IRP. Funding will be appropriated to the Patrol division vehicle maintenance account for repairs made to unit P437.
15. **SCADA Server Upgrade, \$56,229.** Appropriate additional funds to cover the additional cost of the SCADA upgrade. The project was partially funded in FY22. Funds will be appropriated from Water and Sewer Working Capital.
16. **ASO/HR Office Renovations, \$6,750.** Transfer funds from Administrative Services and Human Resources operating budgets to the Facilities Division to extend partial walls to the ceiling in the ASO/HR office area. The renovation is necessary to create a private work environment for Human Resources.
17. **Friendswood Volunteer Fire Department – SCBA Packs, \$411,000.** Appropriate capital lease proceeds to purchase self-contained breathing apparatus (SCABA) for the Friendswood Volunteer Fire Department. The SCBA packs are used to protect firefighters' airways from toxic gas and other harmful particles. The capital lease was approved at the April 3, 2023 City Council meeting. The capital lease agreement is five years with the first payment due in FY23 and four remaining annual payments to be repaid with Fire/EMS donations.
18. **Fire Marshal's Office – Ambulance, \$514,000.** Appropriate capital lease proceeds to purchase an ambulance. Plans include transitioning emergency medical services (EMS) from a contracted service to a City department within the next two years. For the City to obtain the required state licensing to operate the service, the addition of a fourth ambulance marked as the "City of Friendswood Emergency Medical Services" to the vehicle fleet is necessary. The capital lease was approved at the April 3, 2023 City Council meeting. The capital lease agreement is five years with the first payment due in FY23 and four remaining annual payments to be supported by the Tax Debt Service funds.
19. **Parks & Recreation Department Tennis and Basketball Court Repairs, \$86,000.** Appropriate funds for emergency repairs to the tennis courts at Stevenson Park, and the basketball courts at Centennial Park. The courts are in poor condition and need immediate improvements. The funding source will be unassigned general fund balance.
20. **Blackhawk Boulevard Phase II-B – Construction, \$996,218.** Appropriate funds for the construction of Blackhawk Boulevard Phase II-B. The construction contract was awarded to Triple B Services, LLP at the May 1, 2023 City Council meeting. The total contract is \$2,196,217. Harris County Precinct 2 has

awarded the City \$1.2 million of the contract and \$304,897 will come from Water and Sewer Working Capital for the utility infrastructure related portion of the project. The funding source for the remainder, \$691,321, will be the Street Improvement Fund.

21. **Blackhawk Boulevard Phase II-B – Materials Testing, \$36,235.** Appropriate funds for the materials testing related to the construction of Blackhawk Boulevard Phase II-B. CMT Technical Services will be performing materials testing and the funding source will be the Street Improvement Fund.

City of Friendswood				
June 5, 2023				
2022-2023 Budget Amendment VIII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	301-0000-39210		Appropriate Proceeds From Transfer of Public Works Bucket Truck to PD to cover purchase of PW96	(17,000)
1	301-0501-433.8300		Appropriate Proceeds From Transfer of Public Works Bucket Truck to PD to cover purchase of PW96	17,000
1	001-9002-491.9130		Appropriate Vehicle Maintenance Funds from the General Fund for the purchase of PW96	3,545
1	001-3610-431.6300		Appropriate Vehicle Maintenance Funds from the General Fund for the purchase of PW96	(3,545)
1	301-0000-39120		Appropriate Vehicle Maintenance Funds from the General Fund for the purchase of PW96	(3,545)
1	301-0501-433.8300		Appropriate Vehicle Maintenance Funds from the General Fund for the purchase of PW96	3,545
2	123-0000-33100		Appropriate 2017 CDBG-DR (Harris County) grant proceeds and reimburse unassigned general fund balance for advance funding for Forest Bend Detention Pond Pay App 6	(457,826)
2	123-7001-431.8591	FBDDET	Appropriate 2017 CDBG-DR (Harris County) grant proceeds and reimburse unassigned general fund balance for advance funding for Forest Bend Detention Pond Pay App 6	457,826
2	123-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 6	(457,826)
2	123-26010		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 6	457,826
2	001-14028		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 6	(457,826)
2	001-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Pond Pay App 6	457,826
3	124-10199		Reimburse unassigned general fund balance for advance funding related to CDBG-DR (Galveston County) FY22 Engineering Expenses for Deepwood Flood Control Project	(63,924)
3	124-26010		Reimburse unassigned general fund balance for advance funding related to CDBG-DR (Galveston County) FY22 Engineering Expenses for Deepwood Flood Control Project	63,924
3	001-14029		Reimburse unassigned general fund balance for advance funding related to CDBG-DR (Galveston County) FY22 Engineering Expenses for Deepwood Flood Control Project	(63,924)
3	001-10199		Reimburse unassigned general fund balance for advance funding related to CDBG-DR (Galveston County) FY22 Engineering Expenses for Deepwood Flood Control Project	63,924
4	001-10199		Due from 2017 CDBG-DR Harris County grant for advanced funding for pay application #7 and #8 for construction of Forest Bend Detention Pond	(914,451)
4	001-14028		Due from 2017 CDBG-DR Harris County grant for advanced funding for pay application #7 and #8 for construction of Forest Bend Detention Pond	914,451
4	123-26010		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for pay application #7 and #8 for construction of Forest Bend Detention Pond	(914,451)
4	123-10199		Due to General Fund for advance funding from 2017 CDBG-DR Harris County grant for pay application #7 and #8 for construction of Forest Bend Detention Pond	914,451
5	257-0000-30100		Appropriate 2021 General Obligation Bonds for a change order related to the Blackhawk Shelter engineering contract	(13,000)
5	257-7001-419.8582		Appropriate 2021 General Obligation Bonds for a change order related to the Blackhawk Shelter engineering contract	13,000
6	301-0000-38310		Appropriate insurance proceeds from TML-IRP for replacement of P429	(23,589)
6	301-0501-421.8300	P440	Appropriate insurance proceeds from TML-IRP for replacement of P429	23,589
6	001-0000-38310		Appropriate Insurance proceeds from TML-IRP for towing costs related to P429	(185)
6	001-2120-421.6300	P429	Appropriate Insurance proceeds from TML-IRP for towing costs related to P429	185
7	001-0000-38310		Appropriate insurance proceeds from TML-IRP for repairs needed to P437 in the Police Patrol Division	(9,923)
7	001-2120-421.6300	P437	Appropriate insurance proceeds from TML-IRP for repairs needed to P437 in the Police Patrol Division	9,923
8	001-9002-491.9130		Appropriate vehicle maintenance funds in the GF to cover upfitting for FM16	5,922
8	001-2501-422.6300		Appropriate vehicle maintenance funds in the GF to cover upfitting for FM16	(5,922)
	301-0000-39120		Appropriate vehicle maintenance funds in the GF to cover upfitting for FM16	(5,922)
8	301-0501-422.8300	FM16	Appropriate vehicle maintenance funds in the GF to cover upfitting for FM16	5,922
9	001-0000-38600		Appropriate donations received from KFB Spring Sparkle event to the KFB landscaping account	(1,087)
9	001-6424-458.6210		Appropriate donations received from KFB Spring Sparkle event to the KFB landscaping account	1,087
10	001-0000-38600		Appropriate donation received from Friends of the Library for purchase of vehicle	(44,437)
10	001-6310-459.8300	LIB01	Appropriate donation received from Friends of the Library for purchase of vehicle	44,437
11	001-0000-38600		Appropriate donation received from Creek Community Swim Assoc for pool cooling system	(4,000)
11	001-6428-452.8400		Appropriate donation received from Creek Community Swim Assoc for pool cooling system	4,000
12	001-0000-38001		Appropriate Opioid Abatement Settlement Proceeds for Narcan Training & Related Activity	(2,548)
12	001-2120-421.4110		Appropriate Opioid Abatement Settlement Proceeds for Narcan Training & Related Activity - Full Time Salary & Wages	1,993
12	001-2120-421.4710		Appropriate Opioid Abatement Settlement Proceeds for Narcan Training & Related Activity - SS/MC	153
12	001-2120-421.4720		Appropriate Opioid Abatement Settlement Proceeds for Narcan Training & Related Activity - TMRS	331
12	001-2120-421.4840		Appropriate Opioid Abatement Settlement Proceeds for Narcan Training & Related Activity - Workers Comp	25
12	001-2125-421.4110		Appropriate Opioid Abatement Settlement Proceeds for Narcan Training & Related Activity - Full Time Salary & Wages	36
12	001-2125-421.4710		Appropriate Opioid Abatement Settlement Proceeds for Narcan Training & Related Activity - SS/MC	3
12	001-2125-421.4720		Appropriate Opioid Abatement Settlement Proceeds for Narcan Training & Related Activity - TMRS	6
12	001-2125-421.4840		Appropriate Opioid Abatement Settlement Proceeds for Narcan Training & Related Activity - Workers Comp	1
12	001-0000-38001		Appropriate Opiate Abatement Settlement Proceeds for Narcan Holsters	(2,805)
12	001-2120-421.5800		Appropriate Opiate Abatement Settlement Proceeds for Narcan Holsters	2,805
13	001-0000-38600		Appropriate donation received from Friendswood Colts for the purchase of equipment at Centennial Park	(3,000)
13	001-6430-456-5800		Appropriate donation received from Friendswood Colts for the purchase of equipment at Centennial Park	3,000

City of Friendswood				
June 5, 2023				
2022-2023 Budget Amendment VIII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
14	001-0000-38310		Appropriate insurance proceeds from TML-IRP for repairs needed to P437 for Police Patrol Division	(974)
14	001-2120-421.6300	P437	Appropriate insurance proceeds from TML-IRP for repairs needed to P437 for Police Patrol Division	974
15	401-0000-30600		Appropriate water sewer working capital for SCADA upgrade	(56,229)
15	401-7001-433.8400		Appropriate water sewer working capital for SCADA upgrade	56,229
16	001-0610-415.7120		Transfer funds to Facilities Division for office renovations in HR/ASO suite	(1,688)
16	001-0610-415.7140		Transfer funds to Facilities Division for office renovations in HR/ASO suite	(1,687)
16	001-0401-415.7510		Transfer funds to Facilities Division for office renovations in HR/ASO suite	(3,375)
16	001-6460-419.6610		Transfer funds to Facilities Division for office renovations in HR/ASO suite	6,750
17	131-0000-39370		Appropriate capital lease proceeds for purchase of SCBA packs for Friendswood Volunteer Fire Department	(411,000)
17	131-2202-422.8800		Appropriate capital lease proceeds for purchase of SCBA packs for Friendswood Volunteer Fire Department	411,000
18	001-0000-39370		Appropriate capital lease proceeds to purchase an ambulance	(514,000)
18	001-2207-422.8800		Appropriate capital lease proceeds to purchase an ambulance	514,000
19	001-0000-30100		Appropriate unassigned fund balance for emergency repairs to tennis and basketball courts	(86,000)
19	001-6430-456.8200		Appropriate unassigned fund balance for emergency repairs to tennis and basketball courts	86,000
20	170-0000-30100		Appropriate fund balance from the Street Improvement Fund for Blackhawk Blvd Phase II-B, Construction Contract	(691,321)
20	170-7001-431.8511		Appropriate fund balance from the Street Improvement Fund for Blackhawk Blvd Phase II-B, Construction Contract	691,321
20	401-0000-30600		Appropriate water sewer working capital for Blackhawk Blvd Phase II-B water distribution lines	(304,897)
20	401-7001-434.8541		Appropriate water sewer working capital for Blackhawk Blvd Phase II-B water distribution lines	304,897
21	170-0000-30100		Appropriate fund balance from the Street Improvement Fund for Blackhawk Blvd Phase II-B, Materials Testing	(36,235)
21	170-7001-431.8511		Appropriate fund balance from the Street Improvement Fund for Blackhawk Blvd Phase II-B, Materials Testing	36,235

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: June 5, 2023

Date submitted: 05/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing an engagement letter with Gabriel, Roeder, Smith & Company for actuarial valuations and authorize the Mayor to execute said document.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In June 2015, the Governmental Accounting Standards Board (GASB) issued Statement No. 75 (Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions). This statement establishes standards for recognizing and measuring OPEB liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. This Statement also identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information about defined benefit OPEB also are addressed. OPEB does not include pensions, but it does include post-employment healthcare, life insurance and other benefits.

To measure the City's liability requires an actuarial evaluation. North Central Texas Council of Governments (NCTCOG) has amended its contract with Gabriel, Roeder, Smith & Company (GRS) to perform actuarial consulting services through June 2024. The City has an Interlocal Agreement with NCTCOG to participate in its cooperative purchasing program and therefore considers this amended contract a good value to the City.

For financial reporting purposes, an actuarial valuation is required at least biennially for OPEB plans with a total membership greater than 200. In the off year when a full valuation is not performed, the City will receive a "roll-forward" report which provides an updated liability, updated assets, a liability reconciliation from the prior measurement date, new deferred outflows/inflows, new OPEB expense, and new sensitivity disclosures. The current report will be prepared as of December 31, 2022, for fiscal year 2023 and a roll-forward valuation report will be prepared for fiscal year 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Noncompliance can result in a qualified auditor's opinion. The goal of the statement is to improve financial reporting through the recognition of potential demands on future cash flow.

RECOMMENDATIONS

Staff recommends we engage the services of Gabriel Roeder Smith & Company (GRS) and authorize the Mayor to execute the Engagement letter.

ATTACHMENTS

1. 2023FriendswoodEngagementLetterGASB75



May 1, 2023

Ms. Katina Hampton
Director of Administrative Services
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Re: Engagement Letter for the December 31, 2022 OPEB valuation and the GASB 75 Valuation Reports for fiscal years ending 2023 and 2024.

Dear Ms. Hampton,

You have requested a pricing quote for a GASB 75 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the cost of services for City of Friendswood is \$9,665. This price is based on receiving data in the standard GRS format and using the following assumptions:

Pricing Category	Pricing Parameters	Fee
Annual or Biennial	Biennial	
Number of Participants	200 - 499	\$11,600
Claims Analysis Required	No	\$0
Health Plans	1. PPO 1500 2. PPO 2500	\$665
Retirement Plans	1. TMRS	\$0
Life Insurance Benefit	No	\$0
Implicit Subsidy Only Discount	Eligible	-\$2,600
Plan Change Not Previously Valued	No	N/A
OPEB Trust or Equivalent Arrangement	No	N/A
Single Discount Rate Test	No	\$0
Plan Only Reporting Package	No	\$0
Cost Sharing Schedules for Primary Government and Component Units	No	\$0
Calculation of an Actuarially Determined Contribution	No	\$0
Total		\$9,665

Basic Services

- Actuarial valuation of employer OPEB in compliance with the requirements of GASB Statements No. 74 and No. 75. The valuation report will include, but is not limited to, the following:
 - > The updated Total OPEB Liability, based on the appropriate discount rate for the reporting period.
 - > A reconciliation of the Total OPEB Liability, which shows, among other items, the impact of benefit changes, assumption changes, and demographic gains/losses separately.
 - > The OPEB expense and supplementary information required by GASB 75.
 - > The characteristics of covered active members, retirees, and beneficiaries and other information required for the note disclosures.
 - > A statement of outflows and inflows arising from the current reporting period.
 - > A statement of outflows and inflows to be recognized in future OPEB expense.
 - > A sensitivity analysis providing the Total OPEB Liability based on a 1% higher and 1% lower discount rate.
 - > A sensitivity analysis providing the Total OPEB Liability based on a 1% higher and 1% lower health care trend assumption.

Billing Schedule

GRS pricing assumes 30% paid upon acceptance by the government of the engagement, 40% upon delivery of the draft full valuation, and 30% upon delivery in the second year of the rolled forward report.

The Master Agreement allows for automatic fee increases based on changes in the Consumer Price Index (CPI), starting in January of 2019. Any CPI related increases will not apply until the next valuation cycle. In March 2023, the NCTCOG approved an amendment with an updated fee schedule to better align fees with services provided.

Basic Options Study

It is anticipated that City of Friendswood may want to consider options for mitigating its OPEB liability. Basic Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, and changes in retiree cost sharing. The cost for a Basic Options study will be \$1,515 per study.

Fees for plan redesign studies that are not considered basic will be communicated after the specifics of the proposed plan changes are discussed.

Additional Services

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:

<i>GRS Resource Classification</i>	<i>Hourly Rates</i>
Lead Actuary	\$385
Actuarial Staff	\$245
Support Staff	\$215

A copy of this engagement letter will be made a part of the master agreement between City of Friendswood and GRS.

CITY OF FRIENDSWOOD, TX

GABRIEL, ROEDER, SMITH & COMPANY



Daniel J. White, Regional Director

Date

5/1/2023
Date

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: June 5, 2023

Date submitted: 05/17/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing Change Order Number 1 for the Blackhawk Building Renovation Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Construction Master's Change Order #1 is to provide audio visual equipment and installation to the Blackhawk Building's large conference room. The cost associated with this change will be to provide audio visual equipment in order for the room to host meetings in person and virtually similar in function to the conference rooms at City Hall. The contractor's original scope of work was to provide all necessary electrical and low voltage infrastructure for future audio visual needs in the conference room. Changes to the original scope of work include labor, equipment, and materials to complete the installation of a new audio/visual system by Intergrated Technology Solutions. This purchase will be funded, initially, with the Blackhawk Building Reconstruction Project's Furniture, Fixtures, and Equipment funds. However, the expense is an allowable use of public educational government (PEG) access fees. A future budget amendment will include appropriation of PEG fees to reimburse the Blackhawk Building Reconstruction Project's FF&E funding for its use in other costs associated with the project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Change Order #1 - Audio Visual Installation
2. Certificate of Insurance Exp 02-24-2024
3. Certificate of Insurance - Workers Comp
4. Form 1295 - Change Order #1
5. Government Code Verifications Form



CCO #001

CITY OF FRIENDSWOOD
910 S. Friendswood Dr
Friendswood, Texas 77546
Phone: +12819963200

Project: BLKHWKBLDG - Blackhawk Renovation Project
15355 Blackhawk Blvd.
Friendswood, Texas 77546

Contract Change Order #001: CE #001 - Audio Visual Installation

CONTRACT COMPANY:	Construction Masters 2908 Third Street Pearland, Texas 77581	CONTRACT FOR:	23000787:
DATE CREATED:	5/20/2023	CREATED BY:	Heather Van Dine (CITY OF FRIENDSWOOD)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:	Hailee Medwedeff	LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$109,856.21

DESCRIPTION:

CE #001 - Audio Visual Installation

Furnish labor, equipment, and material to complete the installation of a new audio/visual system by Integrated Technology Solutions for the Blackhawk Building Renovation Project.

ATTACHMENTS:

[CPR 01 - 5-8-23 AV Installation.pdf](#)

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	274000.2.M Audio-Video Communications - Material.Materials	Audio Visual Materials	\$64,078.78
2	274000.1.L Audio-Video Communications - Labor.Labor	Audio Visual Labor	\$28,500.00
3	274000.1.L Audio-Video Communications - Labor.Labor	Audio Visual Programing	\$10,500.00
4	7200.C General Conditions.Construction Services	OH&P (5%)	\$5,153.94
5	6100.C CM - Performance & Payment Bonds	Additional Bond premium	\$1,623.49
Grand Total:			\$109,856.21



CCO #001

The original (Contract Sum)	\$ 5,066,380.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 5,066,380.00
The contract sum would be changed by this Change Order in the amount of	\$ 109,856.21
The new contract sum including this Change Order will be	\$ 5,176,236.21
The contract time will not be changed by this Change Order.	

CITY OF FRIENDSWOOD
910 S. Friendswood Dr
Friendswood, Texas 77546

Construction Masters
2908 Third Street
Pearland, Texas 77581

SIGNATURE

DATE

Justin Davis
SIGNATURE

5/23/23
DATE



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

Change Proposal Request

Project: Blackhawk Renovation
Date: 5/8/23
Change Proposal No: 01
To: Hailee Medwedeff, COF
Ryan Bass, PGAL

Construction Masters proposes to make the following changes to the original scope for work for the Blackhawk Renovation Project:

Furnish labor, equipment, and materials to complete the installation of a new audio/ visual system by Integrated Technology Solutions.

AV Materials	\$	64,078.78
AV Installation Labor	\$	28,500.00
AV Programming	\$	10,500.00
Subtotal	\$	103,078.78
OH&P (5%)	\$	5,153.94
Additional Bond Premium (2.5% up to \$100K; 1.5% up to \$500K)	\$	1,623.49
Total Change Proposal Request	\$	109,856.21
Original Contract Amount	\$	5,066,380.00
Previous Change Orders Approved	\$	-
Updated Contract Amount if Accepted	\$	5,176,236.21

Reason: Added scope due to customer request.

Justin Davis
Construction Masters of Houston, Inc

281-254-5087

info@intechsolutionsstx.com

Zach Roy

zach@intechsolutionsstx.com

832-659-7956

Blackhawk – AV Systems



Your Integrated Systems Solution Provider

Construction Masters

15355 Blackhawk Boulevard
Harris County
Friendswood, Texas 77546
United States
justin@cmhou.com

281-997-2640

Presented By

Integrated Technology Solutions

Presented On

May 4 2023

Version

4

Systems

AV System

ITEM		QTY	UNIT PRICE	TOTAL
	Samsung Pro AV BE82T-H	3	\$1,688.00	\$5,064.00
	82" Diagonal Class Bet Series Led-Backlit LCD TV - Digital Signage - Smart TV - Tizen OS - 4K UHD (2160P) 3840 X 2160 - HDR - E-Led Backlight - Titan Gray			
	MSTR BRAND ARM3780HD	3	\$449.99	\$1,349.97
	Large arm mount for 37" to 90" flat panel - Articulating Arm Mount.			
	Poly Studio E70	1	\$3,989.00	\$3,989.00
	Dual camera with 20-megapixel 4K sensors. Poly DirectorAI smart camera technology. Motorized, integrated electronic privacy shutter. Includes Poly Lens management software.			
	Vaddio 535-2000-252	1	\$99.00	\$99.00
	Thin Profile Wall Mount Bracket for Poly Studio E70 Series (Smart Camera for Large Meeting Rooms)			
	Biamp Biamp MRB-L-X400-C	1	\$9,520.00	\$9,520.00
	Meeting Room Bundle Includes 1 TesiraFORTE X 400, 1 PARL TCM-XA (White), 1 PARL TCM-XEX (White), 2 Pair Of Desono C-IC6 Loudspeakers (White), 1 BPAK, (1) 25 Ft (7.5M) Plenum-Rated Cat5E Cable, (7) 10 Ft (3M) Plenum-Rated Cat5E Cable			
	Dell OP3060MFFXKF5K	1	\$0.00	\$0.00
	CLIENT SUPPLIED Dell OP3060MFFXKF5K OptiPlex 3060 XKF5K Micro PC with Intel Core i5-8500T 2.1 GHz Hexa-core, 8GB RAM, 256GB SSD, Windows 10 Pro 64-bit			
	Logitech MK270R	1	\$37.00	\$37.00
	Logitech MK270R Wireless Keyboard and Mouse Combo - Keyboard and Mouse Included, 2.4GHz Dropout-Free Connection, Long Battery Life			

**Crestron TSW-1070-B-S**

1

\$3,080.00

\$3,080.00

10.1 In. Wall Mount Touch Screen, Black Smooth

**Crestron CP4**

1

\$2,200.00

\$2,200.00

A rack-mountable control system with a powerful 4-Series control engine and numerous integrated control ports.

**Binary B-900-MOIP-4K-CTRL**

1

\$543.96

\$543.96

900 Series 4K Ultra HD Media over IP Controller

**Binary B-900-MOIP-AUDIO-RX**

1

\$189.69

\$189.69

900 Series Media Over IP Audio Receiver

**Binary B-900-MOIP-4K-RX**

20

\$1,091.34

\$21,826.80

900 Series 4K Ultra HD Media over IP Receiver

**Binary B-900-MOIP-4K-TX**

4

\$1,091.34

\$4,365.36

900 Series 4K Ultra HD Media over IP Transmitter

**Araknis Networks**

1

\$0.00

\$0.00

AN-210-SW-F-48-POE**CLIENT SUPPLIED**

210 Series Websmart Gigabit Switch with Partial PoE+ | 48 + 4 Front Ports

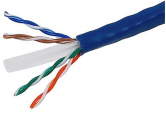
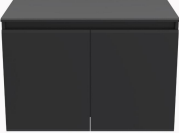
**Hall Research CUSB3V1-AP30**

1

\$449.00

\$449.00

USB C 3.0 Javelin™ Active Optical Plenum Cable with Regulated Power

	Cable	24	\$225.00	\$5,400.00
	Single Data Drop to Approved Location Includes Labor and Materials.			
	Furman M-8LX	1	\$165.00	\$165.00
	15A Merit Series Power Conditioner with Light			
	Audio Visual Furniture CR2000EX	1	\$1,650.00	\$1,650.00
	Two Door Credenza - Thermowrap surf(x) finish Matching bevelled front doors Locking front and rear doors RR12 12U rack rails FAN Quiet cooling fan 4" heavy duty casters (2 locking) Can be butted together to span a room or wall Ships assembled - Client to Approve Finish prior to shipping.			
	Freight -	1	\$650.00	\$650.00
	Shipping and Handling			
	Misc. Materials	1	\$3,500.00	\$3,500.00
	Cable and Connectors Includes all wire, pre-made cables, hardware and materials to complete the job.			
	Programming	1	\$10,500.00	\$10,500.00
	Complete Programming for System. Troubleshoot and Test. Demonstration Included.			
	Installation Labor	1	\$28,500.00	\$28,500.00
	Labor to Install Above System			

Summary

Product + Labor	\$103,078.78
Subtotal	\$103,078.78
Tax	\$0.00
Total Price	\$103,078.78

Contract



2929 Allen Parkway, Suite 200
Houston, TX 77019

A. The general project description is contained in the attached document and related documents from herein referred to as the "Proposal".

B. The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.

C. The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.

D. Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.

E. Payment is due immediately after invoicing. Unpaid balance beyond 10 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest.

F. This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.

G. If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$65 per man, per hour for all extra labor involved in completing the job.

H. All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design & engineering by a professional Systems Integrator, only one version of the proposal will be prepared without a retainer. If a second version is required or if project is for design & documentation only, a minimum \$400 Design Retainer will be collected. This Design Retainer will cover up to three additional designs and proposals, as well as one block-diagram drawing of the system. For a \$1000 Design Retainer, client will receive up to three versions, one block diagram drawing, plus one basic cabinet audio placement and specification drawing. The retainer covers design & engineering time and is non-refundable.

I. Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

1. Contract Documents and Details

The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

2. Time

With respect to schedule completion of the tasks in section D, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

3. Payments and Completion

The above Payment Schedule is a guideline and approximation. Since contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Final payment shall be due immediately following completion of the project. Contractor will hold owner harmless with respect to claims of subcontractors and suppliers.

4. Insurance

Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.

5. Changes in the Contract

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with clients approval. Contractor will be held blameless in case of product unavailability or discontinuation.

6. Warranty

Contractor warranties all parts and labor involved in an installation for one year. Contractor will also be glad to help the client get their manufacturer-warranted equipment serviced though out the life of the said warranty.

Payment Terms		Billing Date	Due Date	Amount
	Deposit (50%)			\$51,539.39
	Progress Payment (40%)			\$41,231.51
	Project Completion and Acceptance (10%)			\$10,307.88

Overview

On behalf of Integrated Technology Solutions, I am pleased to present you with the attached proposal.

ITS is a full-service and installation company dedicated to quality products and superior customer service.

Thank you for the opportunity to serve you. We look forward to meeting with you after you have reviewed this proposal.

Thank you,



Signature

Signature

Date

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: June 5, 2023

Date submitted: 05/17/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the final acceptance of Avalon at Friendswood's Public Improvements Lift Station Project. (LS #42)

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period for Avalon at Friendswood's Public Improvements Lift Station in January 2022. The maintenance bond has reached its obligation. This agenda item is to authorize the final acceptance of the Avalon at Friendswood Public Improvements Lift Station and to formerly release the bond.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

C4 Partners, LLC will have its bond released immediately upon final acceptance by the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00645 - Release of Bond

RELEASE OF BOND

Date: June 05, 2023
Project Name: Avalon Lift Station

TO: C4 Partners, LLC
22803 Schiel Road
Cypress, TX 77433

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year Warranty. This Project was brought before the City Council on January 10, 2022, for the acceptance of the One-Year Maintenance Period. The City Council accepts the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from Argonaut Insurance Company, which is enclosed.

Jildardo Arias, PE, CFM, ENV SP
Director of Engineering, City Engineer

JA/hv

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: June 5, 2023

Date submitted: 05/17/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the purchase of cascade equipment and installation of equipment for the Fire Station #2 Reconstruction Project from Municipal Emergency Services, through Sourcewell Purchasing Cooperative.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The cascade equipment is needed by the Friendswood Volunteer Fire Department to fill oxygen tanks used in training and live fire situations. This proposal is for the equipment and installation of the equipment. There will be a future proposal to alter the compressor room that this equipment will be housed in to meet ventilation requirements. This purchase will be funded with the Fire Station #2 Reconstruction Project's Furniture, Fixtures, and Equipment funds.

Municipal Emergency Services is an approved vendor through Sourcewell Purchasing Cooperative (Contract #032620).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Municipal Emergency Services Quote



Quote

Quote #	QT1699909
Date	05/11/2023
Expires	06/15/2023
Sales Rep	Powell, Ronald M
PO #	Stan Kozlowski
Shipping Method	FedEx Ground
Customer	City of Friendswood (TX)*
Customer #	C266484

Bill To

Accounts Payables
City of Friendswood
P.O. Box 1288
Friendswood TX 77549
United States

Ship To

City of Friendswood
910 South Friendswood Drive
Friendswood TX 77546
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RSF-2321A001			Revolveair, StationaryWAutoCascade, with Auxillary High Pressure, 4 bank auto cascade with separate storage, CGA Adapter	1	\$18,664.79	\$18,664.79
RSC-02035101			6000 psi 5 Stage Compressor 20 Horsepower, 208-230 Volt/ 3 Phase/ 60Hz, CO Monitor with Cal Kit, English	1	\$45,217.87	\$45,217.87
RSS-00A44100			No Rack, 4 Bank Auto Cascade, 4 Storage Cylinder HP Hoses, 10 Feet	1	\$1,235.67	\$1,235.67
Compressor Install			Site survey, install, operate, leak test, train & perform air sample with written report.	1	\$2,750.00	\$2,750.00
SK-656503-BC			*Service Use Only* SEAL KITS	2	\$12.58	\$25.16
RAS1D-6			Desiccant, 6000psi	1	\$91.94	\$91.94
RAS3P-6			Breathing, 6000 psi	1	\$104.32	\$104.32
RS-800-QUART		EA	RevolveAir Systems Tri-Ester Synthetic Compressor Lubricant R18	5	\$43.00	\$215.00
1348			Oil filter, 7500 HUSH CONNECT	1	\$25.00	\$25.00
SK105006			ACD 4 Piston Service Kit	1	\$186.10	\$186.10
Compressor 100 Hr Service			Service labor - 100 hr service - breathing air compressor	1	\$325.00	\$325.00

Sourcewell
RFP #032620

Subtotal	\$68,840.85
Shipping Cost	\$1,000.00
Tax Total	\$0.00
Total	\$69,840.85

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1699909

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: June 5, 2023

Date submitted: 05/25/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing an emergency purchase of a pump for sanitary sewer Lift Station #2.

Originating Department: Public Works

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Sanitary Sewer Lift Station #2, located at 1306 Deepwood, is one of the City of Friendswood's most critical lift stations that pumps / discharges the majority of our sanitary sewer flow for the city over to the Blackhawk Waste Water Treatment Plant. Our submersible Pump # 6 (which is one of our only two larger pumps at this lift station), is in need of immediate emergency repair / replacement. These pumps are critical, as they serve as the last step of pumping resource during an emergency peak flow event.

Public Works staff has urgently coordinated with an approved vendor through the Buy Board Cooperative Purchasing Program, who is fortunately a vendor whom we have already conducted other separate sanitary sewer pump lift station repairs and/or purchases with. The cost to repair this specific 168hp/460V/12" discharge submersible pump is \$67,425.00 with a 20 to 26 week lead time to repair and only comes with a 1 year warranty. The cost to replace it with a new pump is \$95,725.00, with an approx. 28 week lead time and comes with a 3-year warranty covering 100% parts and labor.

Due to being a urgent critical emergency replacement, being one of the most critical pieces of our city's sanitary sewer infrastructure, and the extended long-term reliability of warranty, Public Works is recommending and wishing to move forward with the new pump purchase replacement option. The funds to cover this purchase are already appropriated through our current annual Public Works Department operational budget. For added transparency purposes, and due to being above the City Manager's \$50k approval threshold, city staff wanted to confirm providing the above for background and consideration of approval. Public Works vetted this proposed purchase through Purchasing, City Attorney, and City Managers Office.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The replacement of this pump is critical, as it serves as the last step of pumping resource during an emergency sanitary peak flow event. Any sanitary overflow discharges puts us in direct conflict with TCEQ requirements.

RECOMMENDATIONS

City staff recommends approval.

ATTACHMENTS

1. Buy Board Reference Quote
2. Copy of City PO Requisition

ZONE INDUSTRIES/PRECISION PUMP SYSTEMS
P.O. Box 73149
Houston, TX 77273
713-783-8530



BuyBoard Contract# 672-22



QUOTATION

Order Number	
1026760	
Order Date	Page
04/25/2023 13:11:55	1 of 1

Bill To:

Friendswood, City of
City of Friendswood
PO Box 1288
Friendswood, TX 75266

Ship To:

Public Works
1306 Deepwood
Friendswood, TX 77546

Ordered By: Jorge Rodriguez

Customer ID: 11385

PO Number					Ship Route	Inside Sales		
						REBEKAH.LEDWIG		
Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
			Unit Size			Unit Size		
Delivery Instructions: FREIGHT & INSTALLATION INCLUDED								
1	0	1	EA	B	XFP 300M-CH2 PE1250/6	EA	95,725.00	95,725.00
			1.0		ABS Pump XFP 300M CH2 PE1250/6	1.0		

Total Lines: 2

SUB-TOTAL: 95,725.00
TAX: 0.00
AMOUNT TENDERED: 0.00
AMOUNT DUE: 95,725.00
U.S. Dollars

Purchase Order Manager: 23002032

Save and Close

Print Screen

Help

Receive Goods

Documents (2)

Purchase Order: 23002032

Vendor Name: PRECISION PUMP SYSTEMS

Vendor Number: 000006204

Vendor Set: 01

P.O. BOX 73149

HOUSTON, TX 77273-

U.S.A.

Ordered \$95,725.00

Invoiced \$0.00

Voided \$0.00

Variance \$0.00

Outstanding \$95,725.00

General

Items

Items Distributions

Encumbrances

Notes

PO Notices

History

Documents

User Defined

Description

Vendor

Requisition

Ship To

Issued Date

Delivery Date

Operations- Pump Replacement at LS#2 Pump #6

PRECISION PUMP SYSTEMS

R2023002324

BLKHWK - 15355 Blackhawk

5/1/2023

5/15/2023

Status

Attention To

Blanket PO

Outstanding

Financial Summary

	Amount	Sales Tax	Shipping	Total	Trade Discount
Ordered	\$95,725.00	\$0.00	\$0.00	\$95,725.00	\$0.00
Invoiced	\$0.00	\$0.00	\$0.00	\$0.00	
Voided	\$0.00	\$0.00	\$0.00	\$0.00	
Variance	\$0.00	\$0.00	\$0.00	\$0.00	
Outstanding	\$95,725.00	\$0.00	\$0.00	\$95,725.00	

Detailed Description

BuyBoard Contract# 672-22

1 - ABS pump XFP 300M CH2 PE1250/6

This pump will be a replacement pump for LS#2, pump #6

This is an emergency. This lift station transports 70% of the cities wastewater and not replacing this pump in a timely manner would cause public health concerns. Also during heavy rain events, this pumps is one of two pumps that helps transport the heavy flow to its destination. At the moment we have only one 165hp pump that is keeping the lift station from over flowing witch could also fail and cause over flowing issues and at that point we would be in violation with TCEQ.

Sec. 252.022. GENERAL EXEMPTIONS. (a) This chapter does not apply to an expenditure for:

23002032

000006204

SP22 (ice)

Completed

0000

5/1/2023

5/15/2023

GNLS

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: June 5, 2023

Date submitted: 05/15/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing a lease agreement with Motorola Solutions for body-worn cameras for the Police Department through the Texas Department of Information Resources.

Originating Department: Police Department

Degree of importance: Important

SUMMARY / ORIGINATING CAUSE

The Police Department proposes a five-year agreement with Motorola Solutions to lease 75 body-worn cameras, including associated equipment and services, in the amount of \$491,000 (in five equal annual installments of \$98,200). This agreement includes cloud storage for BWCs and In-Car (42 systems), warranty, and replacement of all BWC devices during the contact period. This is a contract pricing quote through Texas DIR-TSO-4101.

Funding for the lease payments will need to be included in the City's General Fund operating budget for fiscal years 2024 - 2028.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The department purchased new body-worn cameras in 2019. The life expectancy for these cameras is approximately three years, and the department is beginning to experience equipment failures due to the age of the camera equipment. Leasing new cameras is the most financially responsible replacement of the existing cameras. These new cameras are more technologically advanced, allowing officers to change the batteries when they become low. In the new agreement with Motorola, all body-worn cameras will be replaced one time during the contract.

RECOMMENDATIONS

Authorize the City Manager to enter into a contract with Motorola to purchase new bodyworn cameras for the Police Department

ATTACHMENTS

1. Friendswood Option A BWC Cloud Upgrade

Shipping Address:
FRIENDSWOOD POLICE DEPT
1600 WHITAKER DR
FRIENDSWOOD, TX 77546
US

Quote Date:04/28/2023
Expiration Date:07/27/2023
Quote Created By:
Blake Galloway
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End Customer:
FRIENDSWOOD POLICE DEPT
Josh Rogers
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281-996-3320

Contract: Texas DIR-TSO-4101
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	0894	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	75	5 YEAR	\$4,140.00	\$310,500.00	
2	PRS-0618A	0914	VAAS MANAGED INSTAL,ONSITE,TRAIN,C ONFIG	1		\$70,000.00	\$70,000.00	
3	WGB-0142AAS	0894	VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS (\$5 PER MON)	42		Included	Included	
4	AAS-BWC-WIF-DOC	0894	V700 WIFI CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$5 PER MON)	42	5 YEAR	\$300.00	\$12,600.00	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
5	WCM000111-010	0914	INTEGRATION, CAD-RMS PACKAGE, ANNUAL/DEVICE*	117	5 YEAR	\$600.00	\$70,200.00	
6	AAS-BWC-XFS-DOC	0894	V700 TRANSFER STATION - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	6	5 YEAR	\$1,800.00	\$10,800.00	
7	PSV00S01454A	0217	LMS ONBOARDING	1		\$0.00	\$0.00	
8	SSV00S01450B	0217	LEARNER LXP SUBSCRIPTION*	120	5 YEAR	\$0.00	\$0.00	
9	WGB-0101A	0894	V700 BODY WORN CAMERA, MAG CHEST MOUNT	75		Included	Included	3 YEAR
10	WGW00300-003	0898	V300 NO FAULT WARRANTY	75	5 YEAR	Included	Included	
11	WGB-0138AAS	0894	VIDEO EQUIPMENT, V700 TRANSFER STATION (\$30 PER MON)	7		Included	Included	
12	WGC02001-VAAS	0897	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	75	5 YEAR	Included	Included	
13	WGP02614	0894	V700, BATT, 3.8V, 4180MAH	75		\$99.00	\$7,425.00	
	VideoManager EL: Video Evidence Management							
14	WGA00421-501	0851	UPLOAD APPLIANCE, SVR 1U, 60 CONCRNT DEV	1		\$3,850.00	\$3,850.00	
15	WGW00140-100	0854	EXTENDED WARRANTY, UPLOAD SERVER EL.COM (WGA00421-501), FULL SERVICE ON SITE, 5-YEAR (MONTHS 37-60)	1	5 YEARS	\$650.00	\$650.00	



Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
16	WGC01001	0696	VIDEOMANAGER EL CLOUD, SOFTWARE AND HOSTING, UNLIMITED ASSIGNED, ANNUALLY PER DEVICE*	42	5 YEAR	\$2,475.00	\$103,950.00	
CommandCentral Aware Starter								
17	ISV00S02379A	0331	DELIVERY SERVICES	1		\$0.00	\$0.00	
18	SSV00S03369A	0612	CC AWARE PATROL STARTER BUNDLE*	1	5 YEAR	\$17,000.00	\$17,000.00	
19	SSV00S03374A	0612	AWARE INTEGRATION: V700 M500 4RE LOCATION*	1	5 YEAR	Included	Included	
CommandCentral Evidence								
20	ISV00S01459A	0141	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$0.00	\$0.00	
21	SSV00S02601A	0616	COMMANDCENTRAL EVIDENCE PLUS*	1	5 YEAR	\$23,400.00	\$23,400.00	
22	SSV00S02604A	0413	FIELD RESPONSE APPLICATION*	1	5 YEAR	Included	Included	
23	SSV00S02605A	0315	RECORDS MANAGEMENT*	1	5 YEAR	Included	Included	
24	SSV00S02606A	0616	OPTIMIZED DIGITAL EVIDENCE*	1	5 YEAR	\$0.00	\$0.00	
25	SSV00S02783A	0616	COMMANDCENTRAL STORAGE GB*	10240	5 YEAR	\$2.50	\$25,600.00	
26	SSV00S02782A	0259	COMMUNITY INTERACTION TOOL*	1	5 YEAR	\$0.00	\$0.00	
V300								
27	WGB-0101A	0852	V700 BODY WORN CAMERA, MAG CHEST MOUNT	8		\$0.00	\$0.00	
28	WGA00640-KIT1	0852	V700, USB DOCK, D300, DESK CHGR/UPLD KIT	75		\$59.00	\$4,425.00	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
29	Incentive		Vista Hardware Trade In Incentive Expiration Date: 07/31/2023	1		-\$75,000.00	-\$75,000.00	
30	Incentive		CAD Integration Payment Credit Expiration Date: 07/31/2023	1		-\$14,400.00	-\$14,400.00	
31	Incentive		Motorola Customer Loyalty Discount Expiration Date: 07/31/2023	1		-\$80,000.00	-\$80,000.00	
Grand Total						\$491,000.00(USD)		

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$98,200.00	\$0.00
Year 2 Subscription Fee	\$98,200.00	\$0.00
Year 3 Subscription Fee	\$98,200.00	\$0.00
Year 4 Subscription Fee	\$98,200.00	\$0.00
Year 5 Subscription Fee	\$98,200.00	\$0.00
Grand Total System Price	\$491,000.00	\$0.00



COMMANDCENTRAL AWARE PATROL STARTER OFFER

SOLUTION DESCRIPTION

OVERVIEW

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Patrol Starter offering of CommandCentral Aware provides a map-based and list view of location data and resource details from V300 Body-Worn Cameras, 4RE In-Car Video Systems, CAPE-equipped drones, license plate recognition (LPR) cameras sourced from Vigilant VehicleManager, and compatible APX radios. These resources can also send status information, such as a radio entering an emergency state, a body-worn camera recording activation, or an LPR camera registering a hot hit, to CommandCentral Aware that can trigger an alert. Live video from enabled camera resources can also be viewed. This offer is designed to help command staff and patrol or shift supervisors gain valuable visibility to the field, more quickly identify emergency situations and provide supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

Solution Elements

CommandCentral Aware is comprised of a series of core, functional modules and integrated systems that power the solution. The CommandCentral Aware Patrol Starter offer includes the following:

Modules:

- ESRI-based unified map
- Configurable event monitor
- Workflow automation rules engine

Integrations:

- Vigilant VehicleManager - LPR camera locations and details, hot hit alerts, search
- APX Next, XE, XN and N70 radios - Radio locations, details and statuses
- CAPE-equipped drones - Drone locations, details and livestreams
- V300 Body-Worn Cameras - Camera locations, details and livestreams
- 4RE In-Car Video Systems - System locations, details and livestreams

Cloud anchor server hardware and required software is also available if not already present, to establish a connection between on-premises systems and the CommandCentral cloud.

MODULES INCLUDED WITH THE COMMANDCENTRAL AWARE PATROL STARTER OFFER

The CommandCentral Aware Patrol Starter offer includes the following modules, described in the sections below.



Unified Map

CommandCentral Aware offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The CommandCentral Aware map also includes the following:

- Custom Map Layers - Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Data Layer Panel – Show or hide data and custom map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a timelapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- Traffic and Weather - Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans - Enhance your map view with the addition of static indoor floor plans.
- Collaborative Drawing Tools - Draw polygons, polylines and points onto the map. Annotations are visible by all users as a data layer.
- Zones of Interest - Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts - Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management - From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.

Event Monitor

CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

Rules Engine

CommandCentral Aware's workflow automation rules engine allows users to create rule-sets with "AND" or "OR" operators to trigger actions based on event types. For example, rows in the Event Monitor can be highlighted, and audible alerts for critical events can be customized. These visual or auditory triggers reduce the number of steps needed to support an incident.

INTEGRATIONS INCLUDED WITH THE COMMANDCENTRAL AWARE PATROL STARTER OFFER

The CommandCentral Aware Patrol Starter offer provides a specific set of integrations, described in the sections below.

4RE In-Car Video Systems

The CommandCentral Aware Patrol Starter offer comes with integration to 4RE In-Car Video Systems. With this integration, users can view real-time location, system details and livestreams from systems in the field that are actively recording. Your agency can provision up to 500 4RE systems in CommandCentral Aware, and administrators can add, edit, or remove systems as needed.



When 4REs are active in the field and the in-vehicle modem is on, the CommandCentral Aware user can view the system's location on the map, see it listed in the event monitor and open up a video livestream - upon recording being initiated in the field. CommandCentral Aware users can control the livestream to see front, side, rear, and panoramic views of events both in and outside of the patrol car. CommandCentral Aware users can access up to ten simultaneous 4RE live-streams.

V300 Body-Worn Cameras

The CommandCentral Aware Patrol Starter offer comes with integration to V300 Body-Worn Cameras. This integration brings V300 location, device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor. When the body-worn camera is on and within WiFi range of a vehicle or other agency authorized hotspot, the location of the V300 will be displayed on the CommandCentral Aware map. When the V300 is recording, you can view the video livestream remotely from CommandCentral Aware.

APX Next, XN, XE and N70 Radios

The CommandCentral Aware Patrol Starter offer comes with integration to APX NEXT, XN, XE and N70 radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked.

CAPE-Equipped Drones

The CommandCentral Aware Patrol Starter offer comes with integration to CAPE-equipped drones. This integration brings any active drone's location, device details and a link to the livestream into CommandCentral Aware on the map and in the event monitor.

Vigilant VehicleManager

The CommandCentral Aware Patrol Starter offer comes with integration to Vigilant VehicleManager. The locations of LPR cameras integrated with Vigilant VehicleManager can be viewed on the map in CommandCentral Aware as a data layer that can be toggled on or off. In addition to LPR camera locations, hits that match a hot list are also displayed on the map at the location of the camera that generated the scan. Hits are also displayed in the event monitor and can trigger an alert.

Additionally, with the Vigilant VehicleManager, CommandCentral Aware users have the ability to initiate a search for historical license plate data directly from within CommandCentral Aware. By simply highlighting a license plate and right clicking, an option will be presented to run a search. This will open up a new window displaying the results directly within Vigilant VehicleManager. From there, users can conduct additional searches or analysis on the vehicle of interest.



CLOUD SECURITY & COMPLIANCE

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development, and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including: NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2.

We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

Expert Knowledge on Your Team

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

Enhancing Cybersecurity Awareness

Our CISA-recognized Public Safety Threat Alliance shares threat information and raises cybersecurity awareness across Public Safety member organizations. Our Threat Intelligence team shares a holistic view of the cyber threat landscape to provide decision makers with the information needed to make better security decisions.



COMMANDCENTRAL AWARE STARTER STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Product Description and system integration and or subscription services as described in this SOW and contract agreements.

CONTRACT ADMINISTRATION AND PROJECT INITIATION

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence. Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five (5) business days of completion or receipt of a deliverable.



As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service unless mutually agreed otherwise by project change order. Customer will not unreasonably delay beneficial use. In any event, absent a written notice of non-acceptance, beneficial use will be deemed to have occurred thirty (30) days after functional demonstration of the product.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

Project Roles and Responsibilities

Motorola Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote methods in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and validation required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.



- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.
- Liaise with the Customer on industry trends and Motorola evolutions.

Customer Support Services Team

The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

Customer Core Team, Roles and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in



activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the Customer's subcontractors. In the event that the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for CommandCentral Aware and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve change orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.



- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan ("CSP").

Application Administrator(s)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff stage of the project. They are engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces, and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

Subject Matter Experts

The Subject Matter Experts ("SME" or Super Users) are the core group of users involved with the Business Process Review ("BPR") and analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN, and wireless networks. They will provide required information related to the devices and infrastructure related to servers, clients, radio, video, and other



devices ancillary to the implementation. They must also be familiar with connectivity to internal, external, and third party systems to which the Motorola system will interface.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, radios, cameras, sensors, or TDD equipment and the like.
- Configuration, maintenance, testing, and supporting the third party systems the Customer operates that will be interfaced to as part of this project.
- Customer is responsible for providing the Applications Programming Interface ("API") or Software Development Kit ("SDK") software licenses and documentation that details the integration process and connectivity for the level of interface integration defined by Motorola.
- Communication between Motorola and Customer's third party vendors, as required, to enable Motorola to perform its duties.
- All necessary third-party upgrades of their existing system(s) as may be required to support the solution. Motorola does not include any services, support, or pricing to support Customer third-party upgrades in this proposal.
- Mitigate the impact to third-party systems, to include interfaces that result from Customer upgrading a third-party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by Customer for this project, even if Motorola has recommended such contractors.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.



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- Electronic versions of any documentation associated with the business processes identified.
- Provide a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience, or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness.

Motorola Responsibilities

1. Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
2. Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations and third party engagement/considerations, as applicable.
3. Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
4. Discuss the Learning eXperience Portal ("LXP") training approach.
5. Review the Implementation Packet.
6. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
7. Review the resource and scheduling requirements.
8. Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
9. Obtain and complete all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to gain access to each of the sites identified for this project.
10. Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.



Customer Responsibilities

1. Provide Motorola with the names and contact information for the designated LXP and application administrators.
2. Acknowledge understanding of the Implementation Packet.
3. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
4. Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.
5. Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third party licensing agreements.
6. Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access to each of the sites identified for this project.
7. Provide the contact information for the license administrator for the project; i.e. IT Manager, CAD Manager, and any other key contact information as part of this project.

Completion Criteria

Implementation Packet.

Environmental Design Considerations

The following environmental requirements must be met by Customer before enablement finish in order to enable Motorola to complete installation activities presented in this SOW:

1. Provide connectivity between the various networks.
2. Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics
3. Provide backup power, as necessary.
4. Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
5. Perform any electrical or infrastructure improvements required at the Customer's facility.
6. Provide backhaul equipment, installation, and support costs.
7. Provide devices such as workstations, tablets, and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is recommended for optimal performance. CommandCentral Aware workstations to support MS Windows 10 Enterprise.



8. Provide Antivirus software for the CommandCentral Aware client.
9. Ensure existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
10. Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.
11. If interfaces are being included in this offer, the Customer is responsible for all necessary third party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support, or pricing to support Customer third party upgrades.
12. If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third party systems, to include CommandCentral interfaces that result from the customer upgrading a third party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
13. Provide all environmental conditions as outlined in the Product Description; such as power, firewall, and network requirements.

CommandCentral Enablement

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

Agency and User Setup

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Portal. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Responsibilities

1. Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
2. Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

1. Identify a System Administrator(s).



2. Ensure all System Administrators complete the CommandCentral Admin training.
3. Ensure needed traffic is allowed through Customer's firewall as requested by Motorola.
4. Use the CommandCentral Admin Portal to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

Software Installation and Configuration

CloudConnect Installation and Configuration

Motorola Responsibilities

1. Verify remote access capability.
2. Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
3. Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

1. Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

Completion Criteria

CloudConnect Virtual Machine configuration is complete.

INTEGRATIONS

Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integrations are



proprietary processes that enable the transfer and receipt of data between Motorola systems, as described in the Product Description.

Motorola Responsibilities

1. Establish and validate connectivity between the Motorola systems.
2. Validate that each system can transmit and/or receive data.

Customer Responsibilities

1. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
2. Provide network connectivity between the Motorola systems.

COMMANDCENTRAL SOLUTIONS GEOSPATIAL MAPPING CONFIGURATION

Motorola Responsibilities

1. Installation and configuration of the connection to the Customer mapping system (ArcGIS Online, ESRI ArcGIS Server, or ArcGIS Portal).
2. Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer-published GIS data.

Customer Responsibilities

1. Provide access to ESRI/GIS system and/or GIS personnel.
2. Provide published GIS map services.
3. Publish specific maps beneficial to the Customer use.

COMMANDCENTRAL SOLUTIONS PROVISIONING

Motorola will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

1. Using the CommandCentral Admin Portal, provision users, groups, and rules based on Customer Active Directory data.

Customer Responsibilities

1. Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
2. Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.



Completion Criteria

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

SYSTEM TRAINING

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content.

Learning eXperience Portal (LXP Online Training)

Training is made available to Customer, in part, via Motorola's LXP. This subscription service provides your users with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current.

Motorola Responsibilities

1. Configure a Customer-specific portal view.
2. Create learner access account to the portal for each user name provided by the Customer.
3. Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

1. Provide Motorola with names (first and last) and email addresses for each learner.
2. Complete LXP Administrator training.
3. Advise users of the availability of the LXP.
4. Build groups as desired.

Instructor-Led Training (On-site and/or Remote)**Motorola Responsibilities**

1. Deliver User Guides and training materials in electronic format.
2. Perform training.
3. Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

1. Designate training representatives who will work with the Motorola trainers in the delivery of training.
2. Facilitate training of Customer in accordance with Customers training delivery plan.

Motorola Deliverables

1. Electronic versions of User Guides and Training Materials.
2. Attendance Rosters.

FUNCTIONAL DEMONSTRATION

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Responsibilities

1. Update functional demonstration script.
2. Provide script to Customer for review and acknowledgement.
3. Conduct functional demonstration.
4. Correct any configuration issues impacting access to cloud based features, such as map display, location updates, video display and/or interface and integrations.
5. Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
6. Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

1. Review and agree to the scope of the demonstration script.
2. Witness the functional demonstration and acknowledge its completion.
3. Resolve any provisioning impacting the functional demonstration.

Completion Criteria

Conclusion of the functional demonstration.

COMPLETION MILESTONE

Following the conclusion of delivery of the functional demonstration, the project is considered complete and the completion milestone will be recognized.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

Motorola Responsibilities

1. Transition Customer to Motorola Customer Support.
2. Supply Customer with instructions when engaging support.



Customer Responsibilities

1. Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
2. Engage the Motorola support organization as needed.



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: June 5, 2023

Date submitted: 05/17/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing (i) Mr. Gregory Reid Wiseman and (ii) Sawyer Blackburn to the West Ranch Management District for a four-year term, set to expire on June 1, 2027.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The West Ranch Management District (the "District") is a five-member board composed of:

- three directors nominated by the District's Board and appointed by the City Council and
- two directors appointed by the City Council.

These directors serve staggered four-year terms that expire June 1 of each odd-numbered year. The directors are responsible for representing the interests of the homeowners residing in West Ranch, in the City of Friendswood.

This item allows the City Council to appoint the following individuals to the District:

- Mr. Gregory Reid Wiseman as a direct appointment, for a full term set to expire on June 1, 2027. Mr. Reid is replacing Ms. Meredith Levine; and
- Mr. Sawyer Blackburn as an indirect appointment (nominated by the Board) for a full term set to expire on June 1, 2027.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. West Ranch Appointment Letter for Members Expiring June 1, 2023
2. Wiseman, Gregory Volunter Application 2023_Redacted

WEST RANCH MANAGEMENT DISTRICT

c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
(713) 860-6400

May 3, 2023

The Honorable Mike Foreman
And City Council Members
City of Friendswood
910 South Friendswood Drive
Friendswood, Texas 77546

Re: West Ranch Management District

Dear Mayor Foreman and Council Members:

As you know, the City of Friendswood has authority to appoint the directors of the Board of Directors of West Ranch Management District (the "District") at the beginning of their terms. The terms of Directors Sawyer Blackburn and Meredith Levine end June 1, 2023. Directors Sawyer Blackburn has agreed to serve the Board for a four-year term.

Therefore, the Board of Directors of the District respectfully requests that City of Friendswood appoint Sawyer Blackburn and appoint a new Director to the Board of Directors of the West Ranch Management District, to terms ending June 1, 2027.

Please indicate your approval of this appointment by signing below, or by other official action, and return one original to the District, at the address above.

Should you have any questions, please do not hesitate to contact Heather Trachtenberg of Allen Boone Humphries Robinson, LLP, the District's attorney, at (713) 860-6400.

Sincerely,

Brian Gibson

President, Board of Directors

The Honorable Mike Foreman
and City Council Members

cc: Ms. Melinda Welsh, City Secretary

APPROVED:

The Honorable Mike Foreman
City of Friendswood

From: noreply@civicplus.com
To: [Leticia Brysch](#); [Renee Kross](#); [Susan Ballard](#); [Coretta Edwards](#); [Linda Newsted](#)
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Wednesday, March 1, 2023 7:21:28 PM

Volunteer Application for Committees, Boards & Commissions

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

BE A FRIENDSWOOD VOLUNTEER

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

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

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Gregory Reid
Volunteer Last Name	Wiseman
Home Address	
City	Friendswood
State	TX
Zip Code	77546
Home Phone	
Work Phone	
Cell Phone	
Email Address	
Occupation	Navy Pilot at NASA
Special Interests and Talents	Lover of life.
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

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

Planning & Zoning Commission	Primary
Zoning Board of Adjustments & Appeals	Secondary
Keep Friendswood Beautiful Committee	Secondary
Community & Economic Development Committee	Primary
Construction Board of Adjustments & Appeals	Primary
Investment Committee	Secondary
Friendswood Downtown Economic Development Corporation	Primary

(Section Break)

RECREATION

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

4th of July Steering Committee	Secondary
4th of July Volunteer	Secondary
Senior Citizens Advisory Committee	Secondary

(Section Break)

EDUCATION

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

Library Advisory Board	Secondary
Library Volunteer	Secondary
SPECIAL COMMITTEES AS CALLED	WR Management District board

(Section Break)

OTHER

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

West Ranch Management District	Primary
Volunteer Fire Dept/EMS	Secondary
Animal Shelter Advisory Committee	Secondary
Charter Review (As Needed)	Secondary

(Section Break)

I Am Available For	Long-Term Projects
--------------------	--------------------

Please use the space below for additional comments. I am extremely busy with work and often am called out of the

country on short notice.

(Section Break)

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

Date of Birth	
Sex	Male
How long have you been a Friendswood resident?	13
Have you been convicted of a crime, other than minor traffic violations in the past 10 years?	No
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?	N/A
Please list any civic or community endeavors in which you have been involved	N/A
Additional Information	Field not completed.
BACKGROUND CHECK	Consent

(Section Break)

Acknowledgement	I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Gregory Reid Wiseman
Date	3/1/2023

Thank you for taking the time to complete this application.

(Section Break)

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

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

Name of Board, Committee or Commission	Field not completed.
Dates of Service	Field not completed.

(Section Break)

Personal Reference #1: First Name and Last Name	Chris Condon
Address	
City	Friendswood

State	TX
Zip Code	77546
Phone	████████
Email Address	<i>Field not completed.</i>
(Section Break)	
Personal Reference #2: First Name and Last Name	Amber Pugsley
Address	████████████████████
City	Friendswood
State	TX
Zip Code	77546
Phone	████████
Email Address	<i>Field not completed.</i>

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

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: June 5, 2023

Date submitted: 04/20/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing (i) Paul Marx, (ii) Elmer Johnson, and (iii) Arden Hill to the Friendswood Downtown Economic Development Corporation for a two-year term beginning on July 1, 2023, and ending on June 30, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Downtown Economic Development Corporation is a Type B corporation that may undertake projects as described in Chapters 501 and 505 of the Local Government Code, including undertaking projects as authorized by law, including but not limited to:

Projects to promote new or expanded business enterprises in the downtown area as defined by the City of Friendswood Downtown District Map including: streets, targeted infrastructure, paved sidewalks, pedestrian amenities; such as, benches, lighting, signage, other related public improvements and the maintenance and operations expenses for any of the previously described projects.

This item allows the Council to appoint (i) Paul Marx, (ii) Elmer Johnson, and (iii) Arden Hill to the Friendswood Downtown Economic Development Corporation for another two-year term beginning on July 1, 2023, and ending on June 30, 2025. All members desire reappointment.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Hill, Arden Volunteer Application 2020_Redacted
2. Johnson, Elmer Volunteer Application 2020_Redacted
3. Marx, Paul Volunteer Application 2020_Redacted



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Arden "Trey" Hill III HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Self Employed

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? FDEDC

If so, please name the body: _____

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

DATE OF BIRTH: 

SEX: M

FRIENDSWOOD RESIDENT FOR 55 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

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

STARTED, OWNED AND RAN OVER 10 COMPANIES.

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

FDEDC original member, chief Fund RAISER For Youth Broncos Football
Previously Now Fund RAISER For FHS Mustang Football.

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

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



Signature of Applicant

3-3-20

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

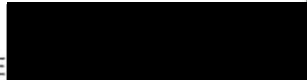
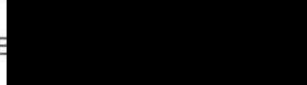
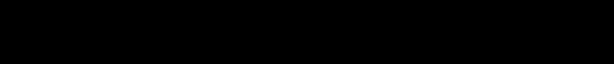
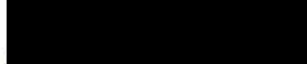


BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Elmer "BUBBA" JOHNSON HOME PHONE: 
HOME ADDRESS:  WORK PHONE: 
CITY, STATE, ZIP:  CELL PHONE: 
EMAIL ADDRESS: 
OCCUPATION: SAFETY & SECURITY MANAGER

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? YES

If so, please name the body: FDEDCC

100

PLANNING & PRESERVATION

- I AM AVAILABLE FOR**

- I AM AVAILABLE FOR**

- _____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

[illegible]

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

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 47 YEARS

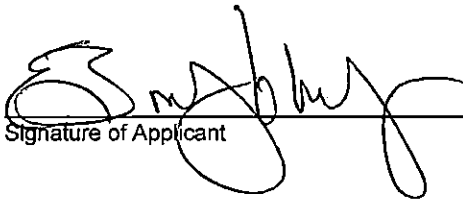
Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

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

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

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

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


Signature of Applicant

03/03/2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD
11/04/19

CITY OF FRIENDSWOOD BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

FIDEAC

PERSONAL REFERENCES:

Please list at least two references.

NAME: RON COX

ADDRESS: _____

PHONE: _____

NAME: MIKE FORSMAN

ADDRESS: _____

PHONE: _____



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: PAUL MARX HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: SR. CONSULTANT - CENTERPOINT ENERGY - POWER DELIVERY SOLUTIONS
SPECIAL INTERESTS AND TALENTS: ALL OUTDOORS ACTIVITIES

Are you currently serving as a member of any Friendswood governmental body? Yes

If so, please name the body: KEEP FRIENDSWOOD BEAUTIFUL
FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORP
SECRETARY/TREASURER

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- | | |
|---|---|
| | PLANNING & ZONING COMMISSION |
| | ZONING BOARD OF ADJUSTMENT & APPEALS |
| ✓ | KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE |
| | COMMUNITY & ECONOMIC DEVELOPMENT |
| | CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS |
| | INVESTMENT COMMITTEE |
| ✓ | FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION |

I AM AVAILABLE FOR

- ✓ LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

I AM AVAILABLE FOR

- ____ LONG-TERM PROJECTS
____ SHORT-TERM PROJECTS
____ DAYTIME
____ EVENING
____ SUMMER

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
 _____ 4TH OF JULY VOLUNTEER
 _____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- WEST RANCH MANAGEMENT DISTRICT
ANIMAL SHELTER ADVISORY COMMITTEE
VOLUNTEER FIRE DEPT/EMS
CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

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

DATE OF BIRTH: 

SEX: M

FRIENDSWOOD RESIDENT FOR 58 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

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

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

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

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

Paul Marx

Signature of Applicant

2.21.2020

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
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CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

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: June 5, 2023

Date submitted: 05/06/2023

Prepared by: Linda Newsted, Office Assistant

Subject: Consider appointing (i) Travis Mann and (ii) Thomas Hinckley to the Planning and Zoning Commission for a two-year term beginning July 1, 2023, and ending June 30, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission is composed of seven members. Such members shall be resident citizens and qualified voters of the City, all of whom shall be appointed by the Mayor, subject to confirmation by a majority vote of the City Council for staggered two-year terms commencing on July 1st.

The following members desire reappointment and have met the requirements of the City's Appointment Policy:

- (i) Travis Mann; and
- (ii) Thomas Hinckley.

If appointed, these members will serve a two-year term beginning July 1, 2023, and ending June 30, 2025. Lastly, this will be the first appointment for these individuals under the City's new Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Hinckley, Thomas Volunteer Application_Redacted
2. Mann, Travis Volunteer Application 2020_Redacted

2/8/18

CC: M & CC

Aubrey Harbin, CDD
Karen Capps, CMO
James Toney, P & R
Morad Kabiri, CMO



BE A FRIENDSWOOD VOLUNTEER

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

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Thomas R. Hinckley Jr.

HOME PHONE: _____

HOME ADDRESS: [REDACTED]

WORK PHONE: _____

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: VP of Operations in the field of Project Management

SPECIAL INTERESTS AND TALENTS: Automobiles, construction, restoration and gardening.

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

ELECTION WORKER

PLANNING & PRESERVATION

☒	PLANNING & ZONING COMMISSION
☒	ZONING BOARD OF ADJUSTMENT & APPEALS
☒	KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☒	COMMUNITY & ECONOMIC DEVELOPMENT
☒	CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐	INVESTMENT COMMITTEE
☒	FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

X	LONG-TERM PROJECTS
X	SHORT-TERM PROJECTS
X	DAYTIME (Some)
X	EVENING
X	SUMMER

RECREATION

_____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

_____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

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

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 5 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

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

I have a degree in construction technology and nearly finished a degree in architectural design.

Nearly 20 years of experience in the construction industry including residential, commercial and industrial.

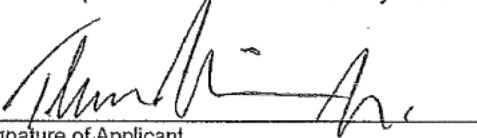
For the past 3 years I have ran a project management staffing company growing it from inception to an expected \$6M in revenue this yr.

Plan to start our own company this year with a home office of Friendswood.

Please list any civic or community endeavors in which you have been involved: Nothing formal as of late but I did assist several during and after hurricane Harvey. I was honorably discharged from the IL Army National Guard in Jan. 2002.

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

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


Signature of Applicant

2/8/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: Zach Padgett

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Kam Hasmukh

ADDRESS: [REDACTED]

PHONE: [REDACTED]



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: TRAVIS R. MANN HOME PHONE: —
HOME ADDRESS: [REDACTED] WORK PHONE: —
CITY, STATE, ZIP: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: PILOT

SPECIAL INTERESTS AND TALENTS: AVIATION, COACHING LOCAL KIDS SPORTS

Are you currently serving as a member of any Friendswood governmental body? NO

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- ☒ PLANNING & ZONING COMMISSION
- ☐ ZONING BOARD OF ADJUSTMENT & APPEALS
- ☐ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☐ COMMUNITY & ECONOMIC DEVELOPMENT
- ☐ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☐ INVESTMENT COMMITTEE
- ☐ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
- ☐ SHORT-TERM PROJECTS
- ☐ DAYTIME
- ☐ EVENING
- ☐ SUMMER

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
- ☒ SHORT-TERM PROJECTS
- ☒ DAYTIME
- ☒ EVENING
- ☒ SUMMER

RECREATION

- ☐ 4TH OF JULY STEERING COMMITTEE
- ☐ 4TH OF JULY VOLUNTEER
- ☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ☐ LIBRARY BOARD
- ☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

- ☐ WEST RANCH MANAGEMENT DISTRICT
- ☐ ANIMAL SHELTER ADVISORY COMMITTEE
- ☐ VOLUNTEER FIRE DEPT/EMS
- ☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

I HAVE BEEN SEEKING AN OPPORTUNITY TO CONTRIBUTE TO FRIENDSWOOD.
THERE HAS ALWAYS BEEN AN INTEREST IN KEEPING FRIENDSWOOD THE
BEST CITY IN TEXAS. NOW I SEE A WAY FOR ME TO GIVE BACK.
I LOOK FORWARD TO HELPING OUR COMMUNITY.

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

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 6 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

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

RETIRED WITH OVER 20 YEARS OF LEADERSHIP IN THE MILITARY SOLVING
COMPLEX PROBLEMS AND CREATING INNOVATIVE SOLUTIONS.

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

NATIONAL SPOKESMAN FOR CARRY THE LOAD FUNDRAISING ORGANIZATION
COACH LOCAL YOUTH SPORTS (FOOTBALL, BASKETBALL, BASEBALL, SOCCER)

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

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

T. D. M.
Signature of Applicant

14 MAY 2020
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: ABE SAMEET

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: DAVID FREEMAN

ADDRESS: [REDACTED]

PHONE: [REDACTED]

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: June 5, 2023

Date submitted: 05/06/2023

Prepared by: Linda Newsted, Office Assistant

Subject: Consider appointing Phillip Ratisseau and Glenn Mintz as regular members and Les French as an alternate member to the Zoning Board of Adjustment for a two-year term beginning July 1, 2023, and ending June 30, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Zoning Board of Adjustment is composed of five members, who will be residents of the City. Members will be appointed by at least four members of the City council for two-year terms commencing on July 1. Additionally, the City Council shall appoint four alternate board members to serve in the absence of one or more regular members when requested to do so by the Mayor or City Manager. An alternate member serves for the same period as a regular member and is subject to removal in the same manner as a regular member.

The following members desire reappointment and have met all the requirements of the City's Appointment Policy:

- (i) Phillip Ratisseau, full member,
- (ii) Glenn Mintz, full member; and
- (ii) Les French, alternate member.

If appointed, these members will serve a two-year term beginning July 1, 2023 and ending June 30, 2025. Lastly, this will be the first appointment for these individuals under the City's new Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. French, Les Volunteer Application 2018 Redacted
2. Mintz, Glenn Volunteer Application 2019 Redacted
3. Ratisseau, Philip Volunteer Application 2019 Redacted

CC: M & CC

Aubrey HArbin, C



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: LES FRENCH

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

MAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: CONSTRUCTION SUPERVISOR

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION
☐ ELECTION WORKER

PLANNING & PRESERVATION
☐ PLANNING & ZONING COMMISSION
☐ ZONING BOARD OF ADJUSTMENT & APPEALS
☐ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☐ COMMUNITY & ECONOMIC DEVELOPMENT
☒ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐ INVESTMENT COMMITTEE
☐ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR
☐ LONG-TERM PROJECTS
☒ SHORT-TERM PROJECTS
☒ DAYTIME
☒ EVENING
☐ SUMMER

RECREATION
☐ 4TH OF JULY STEERING COMMITTEE
☐ 4TH OF JULY VOLUNTEER
☐ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION
☐ LIBRARY BOARD
☐ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER
☐ WEST RANCH MANAGEMENT DISTRICT
☐ ANIMAL SHELTER ADVISORY COMMITTEE
☐ VOLUNTEER FIRE DEPT/EMS
☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

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

DATE OF BIRTH: [REDACTED]

EX: M

FRIENDSWOOD RESIDENT FOR 32 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

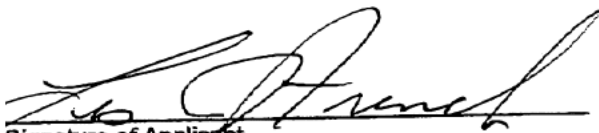
What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

I HAVE BEEN A CONSTRUCTION SUPERVISOR FOR 39 YEARS IN
COMMERCIAL AND RESIDENTIAL BUILDING.

Please list any civic or community endeavors in which you have been involved: I WAS INVOLVED IN
THE PERRY HOME RESTORATION. SERVED ON THE BOARD OF FRIENDSWOOD
GIRLS SOFTBALL ASSOCIATION FOR SIX YEARS.

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

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


Signature of Applicant

6/1/18
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: JIMMY BROWN

ADDRESS:

PHONE:

NAME: BRUCE BURTON

ADDRESS:

PHONE:



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Glenn Mintz HOME PHONE: [REDACTED]
HOME ADDRESS: [REDACTED] WORK PHONE: [REDACTED]
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Legal Specialist

SPECIAL INTERESTS AND TALENTS: Legal procedural issues w/ organizational background.

Are you currently serving as a member of any Friendswood governmental body? YES- Zoning Board of Adjustments

If so, please name the body: ZBA

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

 ELECTION WORKER

PLANNING & PRESERVATION

☒	PLANNING & ZONING COMMISSION
☒	ZONING BOARD OF ADJUSTMENT & APPEALS
☐	KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☒	COMMUNITY & ECONOMIC DEVELOPMENT
☐	CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐	INVESTMENT COMMITTEE
☒	FRIENDSWOOD DOWNTOWN ECONOMIC
☐	DEVELOPMENT CORPORATION

I AM ~~AVAILABLE~~ FOR

☒	LONG-TERM PROJECTS
☒	SHORT-TERM PROJECTS
☐	DAYTIME
☒	EVENING
☐	SUMMER

RECREATION

☐	4 TH OF JULY STEERING COMMITTEE
☐	4 TH OF JULY VOLUNTEER
☐	SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

☐	LIBRARY BOARD
☐	LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

OTHER

☐ WEST RANCH MANAGEMENT DISTRICT
☐ ANIMAL SHELTER ADVISORY COMMITTEE
☐ VOLUNTEER FIRE DEPT/EMS
☒ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

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

DATE OF BIRTH: _____

SEX: M

FRIENDSWOOD RESIDENT FOR 14 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

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

Legal certifications, J.A. degree, 18 years legal field experience

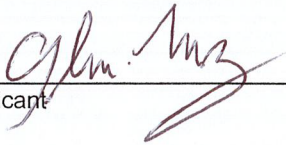
Please list any civic or community endeavors in which you have been involved: _____

Pasadena, CA - Tournament of Roses
Friendswood - ZBOA

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

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

Signature of Applicant



Date

6/13/2019

Thank you for taking the time to complete this application.

Please return the original application to the address below:

MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

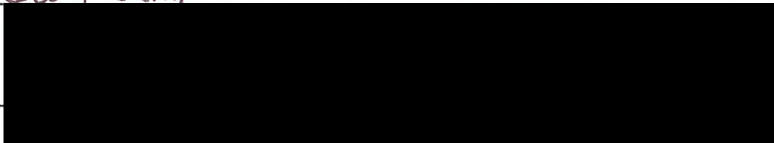
Zoning Board of Adjustments

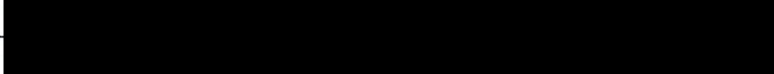
2014- Present

PERSONAL REFERENCES:

Please list at least two references.

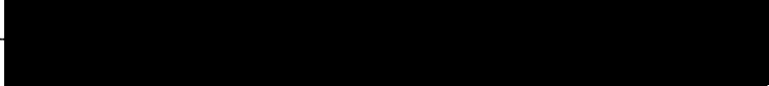
NAME: Cody Kemp

ADDRESS: 

PHONE: 

NAME: Bradley Hoffman

ADDRESS: 

PHONE: 



BE A FRIENDSWOOD VOLUNTEER

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THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: Philip Ratisseau HOME PHONE: _____
HOME ADDRESS: [REDACTED] WORK PHONE: _____
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: Retired

SPECIAL INTERESTS AND TALENTS: Aviation, carpentry/woodworking, construction, drainage
outdoors

Are you currently serving as a member of any Friendswood governmental body? no

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

GENERAL ADMINISTRATION

☐ ELECTION WORKER

PLANNING & PRESERVATION

☒	PLANNING & ZONING COMMISSION
☒	ZONING BOARD OF ADJUSTMENT & APPEALS
☐	KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
☐	COMMUNITY & ECONOMIC DEVELOPMENT
☒	CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
☐	INVESTMENT COMMITTEE
☒	FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION
☐	

I AM AVAILABLE FOR

☒	LONG-TERM PROJECTS
☒	SHORT-TERM PROJECTS
☒	DAYTIME
☒	EVENING
☒	SUMMER

RECREATION

☐	4 TH OF JULY STEERING COMMITTEE
☐	4 TH OF JULY VOLUNTEER
☒	SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

 LIBRARY BOARD
LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

sure!

OTHER

☐	WEST RANCH MANAGEMENT DISTRICT
☐	ANIMAL SHELTER ADVISORY COMMITTEE
☐	VOLUNTEER FIRE DEPT/EMS
☒	CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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

DATE OF BIRTH: [REDACTED]

SEX: male

FRIENDSWOOD RESIDENT FOR 29yrs YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? no

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

I have been involved in home building/construction since high school, currently wrapping up re-building my home for the second time.

Knowledgeable of city building codes, know how to reference the various building code to find needed information. Know how to read and interpret blueprints, wiring diagrams, etc.

Known as the neighborhood go to guy for information and problem solving, mechanically inclined. Certified as an Industrial Emergency Response Specialist, OSHA Certified Safety and Health Official (CSHO), knowledgeable on OSHA safety regulations and work rules. As a Senior Laboratory Technician for Dupont, I led several projects of considerable value and complexity.

Please list any civic or community endeavors in which you have been involved: Volunteered with my daughters softball team, volunteered at Wedgewood Elementary on science day. Volunteered throughout the neighborhood and city during and after Hurricane Harvey. Along with my wife Connie and Janice Lowe founded Kots For Kids to provide beds for school children without bedding, due to Hurricane Harvey. Worked with the Friendswood Moms group on a food pantry, clothing drive, coat drive and to identify those in need of assistance. Worked with others and Councilmen Rocky and Scott to set up Town Hall mtgs on the findings of the EMS sub-committee of Council.

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

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

Philip Ratisseau

Digitally signed by Philip Ratisseau
Date: 2019.07.18 14:07:37 -05'00'

Signature of Applicant

July 18, 2019

Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

**MELINDA WELSH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634**

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

Citizens Advisory Team- 2019 Bond

3/2019 - 6/2019

PERSONAL REFERENCES:

Please list at least two references.

NAME: Johanna Rinze-Blisset

ADDRESS: [REDACTED]

PHONE: [REDACTED]

NAME: Larry Jones

ADDRESS: [REDACTED]

PHONE: [REDACTED]

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: June 5, 2023

Date submitted: 05/06/2023

Prepared by: Linda Newsted, Office Assistant

Subject: Consider appointing (i) Margaret Pickell, (ii) Dr. Donald Stran, and (iii) the City's Animal Control Supervisor to the Animal Shelter Advisory Committee for a three-year term beginning on July 1, 2023, and ending on June 30, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Animal Shelter Advisory Committee shall be composed of five members, who are: (i) residents of the City, (ii) business owners who pay ad valorem taxes to the City, or (iii) officers or employees of a business entity that pays ad valorem taxes to the City. Members are appointed by the City Council for staggered three-year terms commencing on July 1. The membership shall include one licensed veterinarian, one municipal official, one person whose duties include the daily operation of an animal shelter, one representative from an animal welfare organization, and one interested citizen.

The following people desire appointment and have met the requirements of the City's Appointment Policy:

- (i) Margaret Pickell, (Animal Welfare Organization);
- (ii) Donald Stran, DVM (business owner that pays ad valorem taxes to the City); and
- (iii) the City's Animal Control Supervisor (daily operation of an animal shelter).

If appointed, these members will serve a three-year term beginning July 1, 2023, and ending June 30, 2026. Lastly, this will be the first term for these individuals under the City's new Appointment Policy.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Pickell, Margaret Volunteer Application 2023 Redacted
2. Stran, Donald Volunteer Application 2023 Redacted



TM

'23 MAY-11 1:38PM

BE A FRIENDSWOOD VOLUNTEER

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

VOLUNTEER APPLICATION

NAME: Margaret Pickell HOME PHONE: NA
HOME ADDRESS: [REDACTED] WORK PHONE: NA
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]
OCCUPATION: ret

SPECIAL INTERESTS AND TALENTS: wildlife rehabilitator

Are you currently serving as a member of any Friendswood governmental body? yes

If so, please name the body: animal advisory committee

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- PLANNING & ZONING COMMISSION
ZONING BOARD OF ADJUSTMENT & APPEALS
KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
COMMUNITY & ECONOMIC DEVELOPMENT
CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
INVESTMENT COMMITTEE
FRIENDSWOOD DOWNTOWN ECONOMIC
DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- LONG-TERM PROJECTS
SHORT-TERM PROJECTS
DAYTIME
EVENING
SUMMER

RECREATION

- 4TH OF JULY STEERING COMMITTEE
4TH OF JULY VOLUNTEER
SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- | | |
|--------------------------|-------------------|
| ☐ | LIBRARY BOARD |
| ☐ | LIBRARY VOLUNTEER |

SPECIAL COMMITTEES AS CALLED

OTHER

- ☒ WEST RANCH MANAGEMENT DISTRICT
☐ ANIMAL SHELTER ADVISORY COMMITTEE
☐ VOLUNTEER FIRE DEPT/EMS
☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. A faint vertical margin line is present on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 25 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

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

wildlife rehabilitation permits (state & federal)
wildlife rehabilitator for 37 years

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

<u>MP</u> Consent (Initial Here)	I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission; and in such a case, no investigation will be performed, and my application will not be further processed.
Do Not Consent (Initial Here)	

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

I hereby certify that all statements made on this application and any attachment are true and correct. I acknowledge that any false statement or misrepresentation on this application or attachment will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Margaret Pukel
Signature of Applicant

May 10, 2023
Date

Please return the original application to the address below:

LETICIA BRYSCH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

animal shelter Advisory Committee

(10 or more years)
since it began

PERSONAL REFERENCES:

Please list at least two references.

NAME: Dr. Ann Kiunen (veterinarian)
ADDRESS: [REDACTED] Friendswood
PHONE: [REDACTED]

NAME: Sharon Schmalz
ADDRESS: Wildlife Center of Texas (executive director)
PHONE: [REDACTED] Houston



TM

BE A FRIENDSWOOD VOLUNTEER

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

VOLUNTEER APPLICATION

NAME: DR DONALD C STRAN
HOME ADDRESS: [REDACTED]
EMAIL ADDRESS: [REDACTED]
OCCUPATION: RETIRED SURGEON
HOME PHONE: _____
WORK PHONE: [REDACTED]
CELL PHONE: [REDACTED]

SPECIAL INTERESTS AND TALENTS: _____

Are you currently serving as a member of any Friendswood governmental body? _____

If so, please name the body: ANIMAL CONTROL BUILDING// CHAIRMAN

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- _____ PLANNING & ZONING COMMISSION
- _____ ZONING BOARD OF ADJUSTMENT & APPEALS
- _____ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- _____ COMMUNITY & ECONOMIC DEVELOPMENT
- _____ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- _____ INVESTMENT COMMITTEE
- _____ FRIENDSWOOD DOWNTOWN ECONOMIC
DEVELOPMENT CORPORATION

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

I AM AVAILABLE FOR

- ☐ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

OTHER

- ☒ WEST RANCH MANAGEMENT DISTRICT
☒ ANIMAL SHELTER ADVISORY COMMITTEE
☐ VOLUNTEER FIRE DEPT/EMS
☐ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and some very faint, small dark spots or imperfections, typical of standard office paper. There is no handwriting or other markings on the page.

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

DATE OF BIRTH: [REDACTED]

SEX: M

FRIENDSWOOD RESIDENT FOR 26 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? NO

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

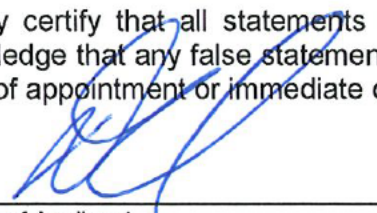
REGISTERED PHARMACIST// FOOT AND ANKLE SURGEON// HORSE BREEDER// CATTLE BREEDER

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

DCS Consent (Initial Here)	I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission; and in such a case, no investigation will be performed, and my application will not be further processed.
Do Not Consent (Initial Here)	

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

I hereby certify that all statements made on this application and any attachment are true and correct. I acknowledge that any false statement or misrepresentation on this application or attachment will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.


Signature of Applicant

5.18.23

Date

Please return the original application to the address below:

LETICIA BRYSCH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD

BOARDS AND COMMISSIONS

INFORMATION STATEMENT AND APPLICATION

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

Name of Board, Committee or Commission:

Dates of Service:

ANIMAL CONTROL BUILDING

INCEPTION-PRESENT

PERSONAL REFERENCES:

Please list at least two references.

NAME: _____

ADDRESS: _____

PHONE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

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: June 5, 2023

Date submitted: 04/25/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the ad valorem tax report for April 2023.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax April 2023



Cheryl E. Johnson, PCC, CTOP
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



May 8, 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 April, 2023 is true and correct.

Under my hand and seal this 8th day of May, 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

05/01/2023 15:18:49 4269887
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 04/01/2023 THRU 04/30/2023
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	120,564.94	.00	9,915.66	.00	130,480.60	178.13	.00	.00	130,658.73
	I & S	.098754	30,642.09	.00	2,520.15	.00	33,162.24	.00	.00	.00	33,162.24
	TOTAL	.487314	151,207.03	.00	12,435.81	.00	163,642.84	178.13	.00	.00	163,820.97
2021	M & O	.385147	1,210.57	.00	378.47	.00	1,589.04	498.49	.00	.00	2,087.53
	I & S	.102167	321.13	.00	100.39	.00	421.52	.00	.00	.00	421.52
	TOTAL	.487314	1,531.70	.00	478.86	.00	2,010.56	498.49	.00	.00	2,509.05
2020	M & O	.392153	840.97	.00	230.75	.00	1,071.72	207.98	.00	.00	1,279.70
	I & S	.095161	204.07	.00	56.06	.00	260.07	.00	.00	.00	260.07
	TOTAL	.487314	1,045.04	.00	286.75	.00	1,331.79	207.98	.00	.00	1,539.77
2019	M & O	.432160	895.87	.00	281.10	.00	1,176.97	203.50	.00	.00	1,380.47
	I & S	.089279	185.07	.00	58.07	.00	243.14	.00	.00	.00	243.14
	TOTAL	.521439	1,080.94	.00	339.17	.00	1,420.11	203.50	.00	.00	1,623.61
ALL	M & O		123,512.35	.00	10,805.98	.00	134,318.33	1,088.10	.00	.00	135,406.43
ALL	I & S		31,352.36	.00	2,734.61	.00	34,086.97	.00	.00	.00	34,086.97
ALL	TOTAL		154,864.71	.00	13,540.59	.00	168,405.30	1,088.10	.00	.00	169,493.40
DLQ	M & O		2,947.41	.00	890.32	.00	3,837.73	909.97	.00	.00	4,747.70
DLQ	I & S		710.27	.00	214.46	.00	924.73	.00	.00	.00	924.73
DLQ	TOTAL		3,657.68	.00	1,104.78	.00	4,762.46	909.97	.00	.00	5,672.43
CURR	M & O		120,564.94	.00	9,915.66	.00	130,480.60	178.13	.00	.00	130,658.73
CURR	I & S		30,642.09	.00	2,520.15	.00	33,162.24	.00	.00	.00	33,162.24
CURR	TOTAL		151,207.03	.00	12,435.81	.00	163,642.84	178.13	.00	.00	163,820.97

05/01/2023 16:14:0 4269940
TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2022 TO 04/30/2023

PAGE: 23
INCLUDES AG ROLLBACK

FISCAL START: 08/01/2022 END: 07/31/2023 JURISDICTION: 0337 FRIENDWD CITY

CURRENT YEAR	CERT TAXABLE VALUE		ADJUSTMENTS		ADJ TAX VALUE		TAX RATE		TAX LEVY		PAID ACCTS	
	-----		-----		-----		-----		-----		-----	
	4,778,686,394		123,045,526		4,901,731,920	0	00.487314		22,805,105.10		16,725	

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
------	-----------	-----------	----------------	-----------	----------	---------	--------	------------

2022	22,218,569.13	586,535.97	586,535.97	22,125,294.91	22,125,294.91	679,810.19	97.02	0.00
2021	183,112.68	59,261.87-	59,261.87-	62,497.22	62,497.22	61,353.59	50.46	0.00
2020	40,724.70	30,902.38-	30,902.38-	22,110.04-	22,110.04-	31,932.36	25.10-	0.00
2019	31,463.95	9,859.35-	9,859.35-	202.94-	202.94-	21,807.54	.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	486,475.16	486,475.16	22,170,685.33	22,170,685.33	907,074.01		0.00
CURR	22,218,569.13	586,535.97	586,535.97	22,125,294.91	22,125,294.91	679,810.19		0.00
DELQ	372,715.05	100,060.81-	100,060.81-	45,390.42	45,390.42	227,263.82		0.00

05/01/2023 15:18:04
TC298-M SELECTION: DEPOSIT

4269887

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 04/01/2023 THRU 04/30/2023
JURISDICTION: 337 FRIENDWD CITY

PAGE: 60
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	RF230425	1198830010006	202203	0.00	0.00	0.00	0.00 HS01	390.79-	390.79-RF
2021	RF230425	1198830010006	202203	358.52-	0.00	32.27-	0.00 HS01	390.79	0.00 RF
2021	RF230425	1198830010006	202206	79.20-	0.00	11.88-	0.00 HS01	91.08	0.00 RF
2021	RF230425	1198830010006	202206	0.00	0.00		0.00 HS01	91.08-	91.08-RF
2021 TOTAL				437.72-	0.00	44.15-	0.00	0.00	481.87-
2022	902040423T	1004080000013	202212	358.68-	0.00	0.00	0.00 CERT	0.00	358.68-TR
2022	902040423T	1050140000017	202301	784.84-	0.00	0.00	0.00 CERT	0.00	784.84-TR
2022	RF230425	1203080010001	202301	5,696.70-	0.00	0.00	0.00 CERT	5,696.70	0.00 RF
2022	RF230425	1203080010001	202301	0.00	0.00	0.00	0.00 CERT	5,696.70-	5,696.70-RF
2022	RF230425	1371900010001	202212	0.00	0.00	0.00	0.00 CERT	1,992.93-	1,992.93-RF
2022	RF230425	1371900010001	202212	1,992.93-	0.00	0.00	0.00 CERT	1,992.93	0.00 RF
2022	763032923RV	168455	202303	426.49-	0.00	38.38-	0.00 22S4	0.00	464.87-TR
2022	902040423T	168658	202211	935.64-	0.00	0.00	0.00 CERT	0.00	935.64-TR
2022	902041423T	200993	202212	1,211.88-	0.00	0.00	0.00 22S1	0.00	1,211.88-TR
2022	902041423T	201872	202301	343.94-	0.00	0.00	0.00 CERT	0.00	343.94-TR
2022	864040623CHC	202419	202303	61.64-	0.00	0.00	0.00 CERT19TX064	0.00	61.64-TR
2022	864040623CHC	202419	202303	96.42-	0.00	0.00	0.00 CERT	0.00	96.42-TR
2022	902041023T	219046	202212	479.80-	0.00	0.00	0.00 CERT	0.00	479.80-TR
2022	864040523CHC	288608	202303	243.76-	0.00	0.00	0.00 CERT	0.00	243.76-TR
2022	763032923RV	387577	202303	1,434.34-	0.00	129.09-	0.00 CERT	0.00	1,563.43-TR
2022	844959040623	388812	202304	584.81-	0.00	0.00	0.00 CERT	0.00	584.81-TR
2022	902042523T	405236	202211	3,136.76-	0.00	0.00	0.00 CERT	0.00	3,136.76-TR
2022	844959040623	511554	202304	166.38-	0.00	11.65-	0.00 CERT	0.00	178.03-TR
2022	844959040623	511555	202304	120.93-	0.00	0.00	0.00 CERT	0.00	120.93-TR
2022	864041123CHC	516166	202304	413.00-	0.00	0.00	0.00 CERT	0.00	413.00-TR
2022	864041123CHC	516166	202304	377.17-	0.00	26.40-	0.00 CERT	0.00	403.57-TR
2022	864041123CHC	516166	202304	413.00-	0.00	0.00	0.00 CERT	0.00	413.00-TR
2022	902042023T	611612	202212	997.82-	0.00	0.00	0.00 CERT	0.00	997.82-TR
2022	845977042023	613490	202304	3,817.03-	0.00	419.87-	0.00 CERT	0.00	4,236.90-TR
2022	902042423T	H410110000290	202212	574.63-	0.00	0.00	0.00 CERT	0.00	574.63-TR
2022 TOTAL				24,668.59-	0.00	625.39-	0.00	0.00	25,293.98-
TOTAL REVERSALS				25,106.31-	0.00	669.54-	0.00	0.00	25,775.85-

05/01/2023 15:18:04
TC298-N SELECTION: DEPOSIT

4269887

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 04/01/2023 THRU 04/30/2023
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			1,080.94	0.00	339.17	203.50	0.00	1,623.61
2020 TOTAL			1,045.04	0.00	286.75	207.98	0.00	1,539.77
2021 TOTAL			1,969.42	0.00	523.01	498.49	0.00	2,990.92
2022 TOTAL			175,875.62	0.00	13,061.20	178.13	0.00	189,114.95
TOTAL PAYMENTS			179,971.02	0.00	14,210.13	1,088.10	0.00	195,269.25
2021 TOTAL			437.72-	0.00	44.15-	0.00	0.00	481.87-
2022 TOTAL			24,668.59-	0.00	625.39-	0.00	0.00	25,293.98-
TOTAL REVERSALS			25,106.31-	0.00	669.54-	0.00	0.00	25,775.85-
TOTAL FOR UNIT			154,864.71	0.00	13,540.59	1,088.10	0.00	169,493.40

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 229
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2023
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	47,194,695-	112,251,041	986,026,138
APPRAISED VALUE	6,593,325,295	6,593,325,295	211,129,679	47,813,855-	163,315,824	6,756,641,119
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	38,517,370-	123,045,526	4,901,731,920
LEVY	22,218,569.13	22,218,569.13	1,151,465.62	564,929.65-	586,535.97	22,805,105.10
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

ALL PROPERTY

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

PAGE: 230
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2023
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	8,643,208-	7,138,955-	768,018,510
APPRAISED VALUE	5,827,810,207	5,827,810,207	1,504,253	8,684,256-	7,180,003-	5,820,630,204
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	12,851,852-	12,335,382-	4,202,331,810
LEVY	183,112.68	183,112.68	2,730.49	62,042.36-	59,261.87-	123,850.81
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
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

ALL PROPERTY

TAX COLLECTION SYSTEM
 SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
 FOR TAX YEAR: 2020
 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 04/30/2023
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					.00	
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

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 232
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 04/30/2023
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						
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

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 04/30/2023
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					.00	
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
For Remitted Deposit Dates 04/01/2023 thru 04/30/2023 as of 05/01/2023

Batch Seq
4270076

Report run on: May 1, 2023 5:27 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 82585	Print Date:04/11/2023						
	Current	63,645.50	16,175.81	0.00	0.00	0.00	79,821.31
	Delq	3,337.86	793.62	0.00	0.00	0.00	4,131.48
Last Deposit Date	04/07/2023	\$66,983.36	\$16,969.43	\$0.00	\$0.00	\$0.00	\$83,952.79
ACH 82631	Print Date:04/18/2023						
	Current	12,925.09	3,285.03	0.00	0.00	0.00	16,210.12
	Delq	705.62	187.17	0.00	0.00	0.00	892.79
Last Deposit Date	04/14/2023	\$13,630.71	\$3,472.20	\$0.00	\$0.00	\$0.00	\$17,102.91
ACH 82672	Print Date:04/25/2023						
	Current	42,407.42	10,777.99	0.00	0.00	0.00	53,185.41
	Delq	67.83	18.00	0.00	0.00	0.00	85.83
Last Deposit Date	04/21/2023	\$42,475.25	\$10,795.99	\$0.00	\$0.00	\$0.00	\$53,271.24
ACH 82717	Print Date:05/01/2023						
	Current	11,502.59	2,923.41	0.00	0.00	0.00	14,426.00
	Delq	(273.58)	(74.06)	0.00	0.00	0.00	(347.64)
Last Deposit Date	04/28/2023	\$11,229.01	\$2,849.35	\$0.00	\$0.00	\$0.00	\$14,078.36
Total:		\$134,318.33	\$34,086.97	\$0.00	\$0.00	\$0.00	\$168,405.30

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: June 5, 2023

Date submitted: 04/25/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Special Meeting held on May 17, 2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. May 17, 2023, CC Special Meeting Minutes (Draft)

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
MAY 17, 2023**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON WEDNESDAY, MAY 17, 2023, AT 5:30 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
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 5:32 P.M.; all members were present with the exception of Councilmember Griffon who was absent.

INVOCATION

The invocation was led by City Manager Morad Kabiri.

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

Mayor Foreman led the Invocation and Pledge of Allegiance for both the United States and the State of Texas.

3. PUBLIC COMMENT

Mayor Foreman stated that there were no speakers and moved onto the next item.

4. BUSINESS ITEMS

- A. Consider authorizing the City Manager to negotiate and enter into an agreement for broker and consulting services for the City of Friendswood employee insurance and benefits. (RFP2023-11).**

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Erenwert, to authorize the City Manager to pick a firm and enter into an Agreement for broker and consulting services for City of Friendswood employee insurance and benefits. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

Other: Councilmember Robert J. Griffon (Absent)

5. COUNCIL COMMENTS AND REPORTS

A. Recognize Councilmember John Scott for his 12 years of service to the City of Friendswood City Council.

Mayor and Councilmembers spoke of their experiences in serving with Councilmember Scott and provided stories and well wishes as he moved on from serving on the Council.

Councilmember Scott thanked everyone and expressed his gratitude to the Council and City Staff for their hard work and continued efforts for the citizens of Friendswood.

6. ELECTION CANVASS

A. Canvass the returns of the City of Friendswood General Election held on May 6, 2023.

City Secretary Lettie Brysch handed the sealed election results to the City Council for the May 6, 2023, General Election for their review and tabulation. Mayor Foreman read the following tabulated results:

The voter summary was as follows:

VOTER SUMMARY	NUMBER OF VOTERS
TOTAL ABSENTEE BALLOTS CAST	37
EARLY VOTING VOTES CAST	2,595
ELECTION DAY VOTES CAST	1,043
PROVISIONAL VOTES CAST	0
NUMBER OF REGISTERED VOTERS	29,789
NUMBER OF VOTERS THAT VOTED	2,061
VOTER TURNOUT	6.92%

The General Election summary was as follows:

GENERAL ELECTION					
CANDIDATES		TOTAL VOTES CAST			
		Galveston	Harris	Total	%
Councilmember Position No. 2	Sally Harris Branson	1523	94	1617	100.00%
	N/A				
	TOTALS			1617	100.00%
CANDIDATES		TOTAL VOTES CAST			
		Galveston	Harris	Total	%
Councilmember Position No. 5	Joe Matranga	1005	54	1059	51.46%
	Adam Hill	931	68	999	48.54%
	TOTALS			2058	100.00%

Mayor Foreman delivered the election return tally lists, early voting and election day results along with all supporting documentation to the City Secretary, the custodian of election records, who shall preserve them for the required retention period. At 5:53 P.M., Mayor Foreman concluded the canvass of the City's May 6, 2023, General Election.

B. Consider an ordinance declaring the results of the city of Friendswood General Election held on May 6, 2023.

A motion was made by Councilmember Rockey and seconded by Councilmember Hanks to approve Ordinance No. 2023-14, regarding Agenda Item 7.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

Other: Councilmember Robert J. Griffon (Absent)

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DECLARING THE RESULTS OF THE MUNICIPAL ELECTION HELD MAY 6, 2023, CONCERNING THE ELECTION OF COUNCILMEMBERS FOR POSITION NUMBERS TWO (2) AND FIVE (5) OF THE CITY OF FRIENDSWOOD COUNCIL; AND PROVIDING FOR THE EFFECTIVE DATE.

7. SWEARING-IN CEREMONY

A. Administer the oaths of office to Sally Harris Branson, Councilmember Position No. Two and Joe Matranga, Councilmember Position No. Five.

Mayor Foreman presented the certificate of election, and Municipal Court Judge James Woltz administered the oath of office and statement of elected official for Councilmember Sally Harris Branson.

Mayor Foreman presented the certificate of election, and Municipal Court Judge James Woltz administered the oath office and statement of elected official for Councilmember Joe Matranga.

Mayor Foreman congratulated Councilmember Branson and Councilmember Matranga and welcomed all those present to partake of the incoming council reception after the meeting.

8. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the March 17, 2023, City Council Special Meeting at 6:00 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary