



**CITY COUNCIL REGULAR MEETING
MONDAY, MAY 6, 2024, 5:30 PM
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DR, 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 the Council's rules of decorum.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive the Animal Shelter Advisory Committee Annual report.

7. ZONE CLASSIFICATION CHANGE FROM SINGLE FAMILY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL IN THE 1900 BLOCK OF W. PARKWOOD AVENUE

A. Conduct a public hearing regarding a request for a zone classification change located in the 1900 block of W. Parkwood Ave., being a 5.6761-acre tract of land, more or less, out of Lot 14 of Burgess Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 119, Page 14 of the Map Records of Galveston County, Texas, to change from Single Family Residential (SFR) to Neighborhood Commercial (NC).

B. Consider an ordinance regarding a proposed zone change located in the 1900 block of W. Parkwood Ave., being a 5.6761-acre tract of land, more or less, out of Lot 14 of Burgess Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 119, Page 14 of the Map Records of Galveston County, Texas, to change from Single Family Residential (SFR) to Neighborhood Commercial (NC).

8. PUBLIC HEARING

A. Conduct a public hearing on the creation of a tax increment reinvestment zone and its benefits to the City and to the property in the proposed zone, being approximately 326

acres of land generally located along FM 528/W. Parkwood Ave. at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas.

9. CITY MANAGER'S REPORT

- A. Recognize Engineering Director, Jil Arias, for representing the City at the 2024 Texas Water Conference with a presentation on "Friendswood Resilience: An Operations Driven Master Planning."
- B. Recognize Parks employee, Matthew Diaz, for his artistic talent and his art show at the Friendswood Library.
- C. Present an update regarding Friendswood Emergency Medical Services Chief, Lisa Camp, for being recognized by the American Ambulance Administration (AAA) with the Vanguard Award alongside several women for their years of dedication and achievement in the Emergency Medical field.
- D. Present an update regarding Building Safety Month in May.
- E. Present an update regarding the City's Memorial Day Ceremony.
- F. Present an update regarding the National Public Works Week, May 19-25, 2024.
- G. Present an update regarding the Spring Sparkle Event hosted by the Parks and Recreation Department and Keep Friendswood Beautiful.
- H. Present an update regarding the City of Friendswood May 4, 2024, Special Election.

10. BUSINESS ITEMS

- A. Consider approving a contract for the Stevenson Park Pavilion Restroom Remodel Project with Construction Masters of Houston through the Choice Partners Cooperative.

11. RESTRUCTURING PLAN

- A. Discuss the City Manager's restructuring plan for departments of the City.
- B. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment VI," which, in part, establishes the Communications Department and the Municipal Court Department, adopts the City Manager's restructuring plan for the administrative services of the City; and providing for supplemental appropriation and/or transfer of certain funds.
- C. Consider concurring with the City Manager's appointments to the following positions: Deputy City Manager, the Assistant City Managers, the Director of the Finance Department, the Director of the Communications Department, and the Director of Municipal Court.

12. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider, on second and final reading, an ordinance repealing Chapter 86 "Utilities," Article II "Water," Division 1 "Generally" of the Friendswood City Code and amending Chapter 86 "Utilities," Article II "Water" of the Friendswood City Code by adding a new division to be numbered and entitled Division 1 "Generally" to conform to the updated Drought Contingency and Water Emergency Plan and to promote the responsible use of water throughout the City.

13. CONSENT AGENDA

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

- A. Consider a resolution accepting a grant from Texas Division of Emergency Management for the Hazard Mitigation Grant Program related to FEMA-DR-4485, COVID-19 Pandemic Subgrant, for the City of Friendswood Comprehensive Drainage Plan Project; designating the City Manager as the City's Representative for all purposes under such grant; and authorizing a cash match.
- B. Consider a resolution setting a public hearing on the creation of a tax increment reinvestment zone and its benefits to the City and to the property in the proposed zone, being approximately 326 acres of land generally located along FM 528/W. Parkwood Ave. at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas.
- C. Consider approving the Rules of Procedure of the Zoning Board of Adjustment of the City of Friendswood.
- D. Consider ratifying the City Manager's signature on the Pension System Contract Amendment with the Texas Emergency Services Retirement System and the Friendswood Volunteer Fire Department to increase the monthly contribution rate for the Department's pension.
- E. Consider approving the disposal of one (1) vehicle and fourteen (14) pieces of equipment from the Public Works Department through Public Surplus Auction.
- F. Consider approving the purchase of one (1) service truck for the Public Works Department from Chastang Ford through the Texas Local Government Purchasing Cooperative (BuyBoard).
- G. Consider approving the disposal of one (1) Police Department vehicle through Houston Auto Auction.
- H. Consider accepting the Avalon at Friendswood Section Three Public Utilities and Drainage Improvements Project and authorizing the commencement of the contractor's one-year maintenance period.
- I. Consider accepting the Public Safety Building Expansion Project and authorizing the commencement of the contractor's one-year maintenance period.
- J. Consider accepting the Blackhawk Emergency Shelter Project and authorizing the commencement of the contractor's one-year maintenance period.
- K. Consider accepting, the Blackhawk Facility Renovation Project, exclusive of the generator portion of the project; authorizing the partial release of retainage; and permitting the commencement of the contractor's one-year maintenance period only for the portion of the project accepted.
- L. Consider accepting the Forest Bend Detention Pond Construction Project and authorizing the commencement of the contractor's one-year maintenance period.
- M. Consider authorizing the final acceptance of the 2021-2022 Street Striping Maintenance Program.
- N. Consider authorizing the final acceptance of the 2021-2022 Concrete Street Maintenance

Program.

- O. Consider authorizing the final acceptance of the Bay Area Boulevard Concrete Repairs Project.
- P. Consider authorizing the final acceptance of the Bay Area Boulevard – December 2022 Project.
- Q. Consider authorizing the final acceptance of the GC Ortho, LLC, Utility Improvements Project.
- R. Consider authorizing the final acceptance of 1 Parkside Drive (formerly known as 1 Hatcher Lane) Waterline Improvements Project.
- S. Consider authorizing the final acceptance of the Sterling Creek, Section 7 Infrastructure Project.
- T. Consider approving the ad valorem tax report for March 2024.
- U. Consider approving the minutes of the City Council Regular Meeting held on April 1, 2024.

14. ADJOURNMENT

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

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



Leticia Brysch, City Secretary

Posted in compliance with the Open Meetings Act on this
2nd day of May 2024, at 5:00 P.M.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 03/20/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive the Animal Shelter Advisory Committee Annual report.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Animal Shelter Adv Comm 2023 Annual Report to Council

Friendswood Animal Control

Animal Shelter Advisory Committee

2023 Report to Friendswood City Council

Overview

The Animal Shelter Advisory Committee serves in an advisory capacity and provides recommendations for shelter operations. The Advisory Committee is mandated by State law to meet three times per year. In 2023, the Advisory Committee held open public meetings on March 30th, August 10th, and October 26th.

This report is designed to inform the Mayor and City Council about the functions and efforts of the Friendswood Animal Control Division. Their goal is to provide service to the citizens of Friendswood in the most professional, effective, and efficient manner possible. Experience and training are critical elements in maintaining a professional staff at Friendswood Animal Control.

At Friendswood Animal Control, every effort is made to return animals to their owners. When returning an animal to the owner is not possible, the staff and volunteers attempt to adopt the animal to a “forever” home or transfer the animal to a rescue organization. These organizations have a network of resources to find animals a “forever” home. Working with these rescue organizations is an example of the City’s commitment to reducing the number of euthanized animals.

Friendswood Animal Control has the help of a devoted group of volunteers. In 2023, there were several volunteer and adoption events. Volunteer and Adoption events were held throughout the year providing an opportunity for citizens to see the animals available for adoption and bringing awareness to available volunteer opportunities.



Meet the Mustangs is a weekly Facebook post featuring adoptable pets and athletes from Friendswood High School.

Volunteer and Shelter Events	Date
Coffee with Cats & Donuts with Dogs	February 4, 2023
Friendswood High School FFA Donation Run	April 10, 2023
Scoop with a Pup	June 24, 2023
4th of July Parade in Stevenson Park	July 4, 2023
Meet the Mustangs	Weekly event since July 27, 2023
Hoofs and Paws Calendar Release	August 6, 2023
Volunteer Appreciation Lunch	September 22, 2023
Cline Elementary Fun Run	September 30, 2023
Halloween in the Park	October 22, 2023
Pup and Treat for Meow-o-ween	October 27, 2023
Cline School Carnival	October 28, 2023
Dogs Playing for Life	November 27 & 28, 2023
Santa in the Park	December 2, 2023
Cocoa, Cats, and Canines	December 22, 2023

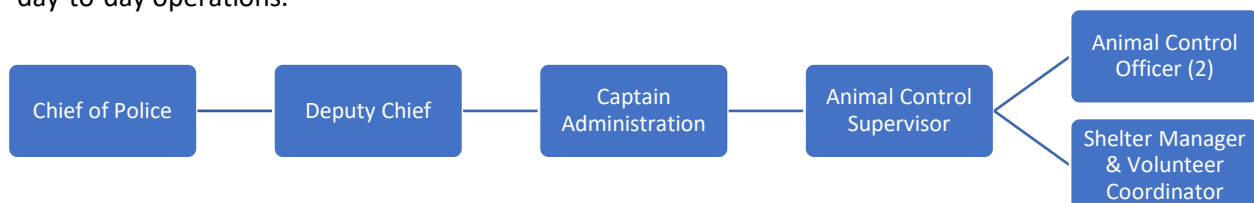
Adoption Events	Date
Best Day Ever Adopt a Shelter Pet event	April 29 & 30, 2023
National Adoption Weekend with Best Friends	July 1 & 2, 2023
Clear the Shelter	August (all month)
Best Friends Adopt Locally Event	September (all month)

Friendswood Animal Control officers and the volunteers remain committed to providing quality service to citizens and the animals residing in the shelter. The Committee is thankful for the community's overwhelming support for the staff and operations of the shelter.

The Division now has one complete year of entries and activity into the new Animal Shelter Management module that was built and purchased through ICS, the Police Department's records management software vendor. There are still some on-going updates to the software to make the product optimal.

Department Organization

Friendswood Animal Control consists of four authorized employees: one Animal Control Supervisor, one Shelter Manager and Volunteer Coordinator, and two Animal Control Officers. This Division falls within the command of the Friendswood Police Department, with the Animal Control Supervisor leading the day-to-day operations.



Animal Control provides and maintains a healthy, safe, and sanitary shelter for animals housed at the facility. Equally important is patrolling the city to locate and take possession of stray, ill, injured, deceased, and dangerous or vicious animals. Some other duties include the investigation of animal cruelty and animal bite cases, the quarantine of animals, and sending suspected rabies specimens to the Texas Department of Health Services for testing.

Animal Control officers issue citations for failure to license animals, violating the leash ordinance, along with all other violations of city ordinances and State laws. The Division educates the public with presentations held for various civic organizations, through the media, and citizen contacts on issues related to health and safety.

The Animal Control facility is open six days a week to serve the community along with on-call staff who operate after regular business hours.



Animal Impound Report

Intake*	2019	2020	2021	2022	2023
Dogs	290	189	235	192	146
Cats	245	169	208	184	148
TOTAL	535	358	443	376	294

*In 2023, 2 wildlife animals, 1 lizard, and 1 rabbit were also impounded.

Animal Control experienced a 22% decrease in the number of animals impounded – 294 in 2023 compared to 376 in 2022.

Animal Disposition

	Adopted	Died in Custody	Escaped	Euthanasia (includes Guardian-ordered)	Reclaimed	Transferred to Rescue Organization
Dogs	54	1	0	8	67	22
Cats	98	7	3	8	9	22
Wildlife	0	0	0	2	0	0
Other	0	0	0	0	0	2

In 2023, Friendswood Animal Control saved the lives of 152 animals through adoption, reunited 76 lost pets with their owners, and transferred 46 pets to rescue organizations. Euthanasia of animals is done when an animal is terminally ill or severely injured, or when the animals' behavior is dangerous and all avenues to socialize the animal have failed.

Bite Reports

2019	2020	2021	2022	2023
30	31	30	27	24

There were 24 total bite reports in 2023 compared to 27 bite reports in 2022, reflecting an 11% decrease. Incident/bite reports are always filed for animal attacks and bites, and the animals are quarantined.

Calls for Service

2019	2020	2021	2022	2023
1771	1646	1489	1446	1210

The chart above compares calls for service from 2019 to 2023. There was a 16% decrease in calls for service from 2022 compared to 2023. Calls are generated by either citizens or the Police Department when requesting assistance to capture an animal, rescue an injured animal, investigate animal attacks and bites, or any other calls for service pertaining to animals. After regular work hours, calls for assistance for Animal Control are received through the Police Department. Total calls for service in 2023 were 1210 compared to 2022 when 1446 were received.

Animal Control Officers typically work a 40-hour week but are subject to 24-hour on-call status to perform duties after regular business hours. Animal Control has a committed group of volunteers to assist with daily tasks. These volunteers donated 782 hours of their time to care for the animals and tend to shelter needs.

Citations Issued

Charge	Number
Number of Animals Allowed	1
Barking Dog Nuisance	2
Unregistered Animal	5
Animal At Large	9
Dump or Abandon Animal	4
Fail to Vaccinate	5

In 2023, there was a 44% increase in violations for the year; there were 26 citations issued, compared to 18 in 2022. In the past, when adopting animals from the shelter, new owners signed a contract to have the animal vaccinated and sterilized. Owners were subject to citations if they did not adhere to the contract in its entirety. Now, vaccinations and sterilization are done prior to adoption.

Wildlife

Trapped wildlife are picked up daily. In most cases, the animals are released away from residential areas. Animal Control officers picked up and released 329 raccoons, skunks, and opossums. There were only two injured wildlife that were unable to be released.

In 2023, there was one positive rabies cases. There were 10 bats taken to the regional laboratory; only 1 was positive for rabies.

Social Media

Friendswood Animal Control's official Facebook page is administered by the Police Department's Community Engagement and Media Specialist. The page highlights found pets, pets available for adoption, and adoption events. In 2023, there were 354 Facebook posts.

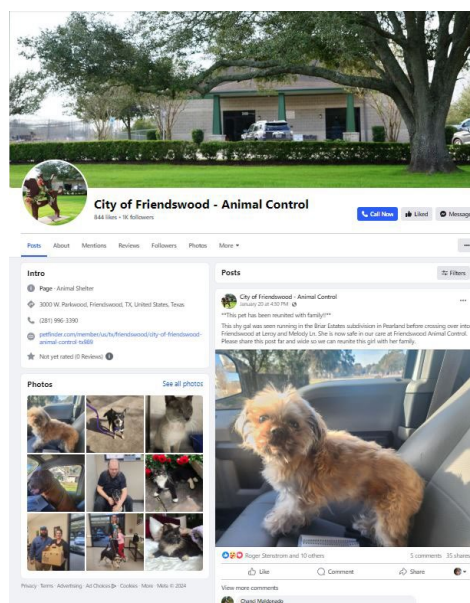
Awards

In 2023, Friendswood Animal Control was proud to be the recipient of several awards.

Two of those awards were presented at the annual Texas Animal Control Association (TACA) conference. TACA is a group dedicated to the advancement of Animal Control and Welfare personnel. Their goal is to educate and train Animal Control/Humane personnel and educate the public in the responsibilities of Animal Control personnel.

Animal Control Supervisor Robert Lee was the recipient of the Warren J. Kilpatrick Award. This award is presented every year to someone who has demonstrated outstanding work in the animal care and control profession.

Cindi Johnson, an Animal Control volunteer, was presented with the Volunteer of the Year Award. Ms. Johnson was nominated for the award for her exceptional dedication and performance of work beyond the requirements of her volunteer position.



Best Friends, a 501(c)(3) nonprofit organization that operates the nation's largest sanctuary for homeless animals and provides adoption, spay/neuter, and educational programs, presented Friendswood Animal Control with an award for achieving no kill status (exceeding a 90% save rate for cats and dogs) for the year 2022.

Friendswood Animal Control was awarded a scholarship by Dogs Playing for Life, a group that provides shelters with comprehensive seminars designed to maximize enrichment and quality of life for both shelter dogs and the staff who care for them. Dogs Playing for Life presented a seminar in Friendswood, in November 2023, where Friendswood Animal Control staff and volunteers, as well as staff from other shelters, learned to incorporate group play for shelter dogs.

Future Challenges

- Plan of action for stray cat and dog management – mitigate the number of strays being born in the community, as well as plan for managing strays and impounding them.
- Prioritize the return of lost pets to their loved ones – encouragement of city registration and microchipping of pets.
- Inspection workflows to ensure the animals are living in sanitary conditions and being treated humanely.
- Regulating the impoundment period and plans for disposition of animals that have been in the shelter and not adopted for a long-term period – the facility currently houses two animals that have been in the facility since 2022.

Submitted to Friendswood City Council on behalf of the Animal Shelter Advisory Committee:

Dr. Donald Stran – Chairperson

Dr. Donna Coleman – Vice-Chairperson

Animal Control Supervisor Robert Lee – Secretary

Margaret Pickell – Board Member

Captain Douglas Lauersdorf – Board Member



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: May 6, 2024

Date submitted: 03/19/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Conduct a public hearing regarding a request for a zone classification change located in the 1900 block of W. Parkwood Ave., being a 5.6761-acre tract of land, more or less, out of Lot 14 of Burgess Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 119, Page 14 of the Map Records of Galveston County, Texas, to change from Single Family Residential (SFR) to Neighborhood Commercial (NC).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This public hearing allows the Council to receive public comment regarding a request for the zone classification change of 5.6761 acres of land located in the 1900 block of W. Parkwood Ave., from Single Family Residential (SFR) to Neighborhood Commercial (NC).

The property owner is requesting the change. The zone change request complies with the 2021 Future Land Use Map (FLUM). Development of the tract in the future would be subject to the Community Overlay District (COD) regulations, and if approved, to the regulations of the Neighborhood Commercial zoning district.

The notice of public hearing was published in *The Reporter News* on March 20, 2024, and posted on the City's notice boards and website on March 21, 2024. Notices were sent out to property owners and signs were placed on the property on March 28, 2024.

The Planning and Zoning Commission held a hearing on this item on April 11, 2024, and voted to recommend the approval of the proposed rezoning.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change is in compliance with the Future Land Use Map adopted in 2021. Changing the zoning to a commercial zoning designation will increase the percentage of commercially zoned property in Friendswood, which is a goal.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held April 11, 2024, following the public hearing the City of Friendswood Planning and Zoning Commission voted 7-0 on a motion to approve the requested zone change. See the attached Final Report for more details.

ATTACHMENTS

1. 1900 BLK W Parkwood Ave PZ Final Report 04-15-2024

2. Rezoning Report - 1900 Block W Parkwood Ave
3. Deed 1900 Block W Parkwood Ave
4. Survey 1900 block W Parkwood Ave
5. Aerial Map 1900 block W Parkwood Ave
6. Location Map 1900 block W Parkwood Ave
7. Zoning Map 1900 block W Parkwood Ave
8. Future Land Use Map 1900 block W Parkwood Ave



Planning & Zoning Commission

Final Report

To: Mayor and City Council

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

Date: April 15, 2024

Re: Zone classification change from Single Family Residential (SFR) to Neighborhood Commercial (NC)

At the Planning and Zoning Commission meeting held April 11, 2024, following the public hearing the City of Friendswood Planning and Zoning Commission voted 7-0 on a motion to approve the requested zone change.

The subject property fronts FM 528, also known as W. Parkwood Ave. The property to the north is zoned Single Family Residential (SFR). The property also backs up to property that is zoned Single Family Residential (SFR). The property to the south is zoned Neighborhood Commercial (NC).

When developed, the property will be subject to the Community Overlay District (COD) regulations. Additionally, the minimum setback from the pipelines on the property is 50 feet for any habitable structures.

The Future Land Use Map (2021) identifies this property as developing as "Retail." The zone change request complies with the FLUM.

A few residents, including one neighbor to the rear of the property, expressed concerns about traffic on Windsong Lane. The Commissioners clarified that access to the tract is from FM 528. The Commission is forwarding a positive recommendation.

Rezoning Report

March 2024

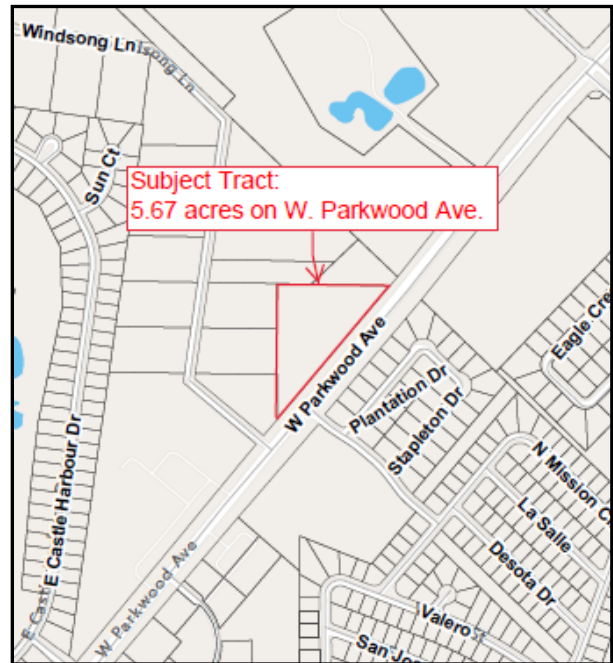
Project: Zone Change Request

Address: 1900 block of W. Parkwood Ave.
(no address assigned)

Legal: 5.6761-acre tract of land, more or less, out of Lot 14, of Burgess Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 119, Page 14 of the Map Records of Galveston County, Texas

Request: Zone classification change from Single Family Residential (SFR) to Neighborhood Commercial (NC)

Applicable Zoning Ordinance Excerpts:



Appendix C - Zoning Ordinance

Section 7. Schedule of District Regulations

G. NC, Neighborhood Commercial District, general purpose and description. The NC, Neighborhood Commercial District, is primarily intended for retail sales, services and office activities in a mixed grouping. This designation is intended for use along major thoroughfares and collector streets where larger tracts of land can be utilized as coordinated commercial centers. This designation is intended for use of land areas between one-quarter acre and two acres. Structure size is typically between 4,000 and 20,000 square feet. Development of a neighborhood commercial district requires approval of a development site plan by the planning and zoning commission. Office uses permitted in this district shall not exceed 60 percent of the gross building and structure floor area.

1. Area and height regulations. Area and height regulations in an NC district are set forth in subsection Q.2 of this section, regulation matrix.
2. See section 8 for supplementary district regulations.
3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the NC district under certain circumstances and conditions.
4. Permitted uses. Uses permitted in an NC district are set forth in subsection P of this section, permitted use table.
5. Building site coverage consisting of all buildings and structures and all paved surfaces shall not exceed 90 percent of the total lot area.
6. Buildings in the NC zoning district are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

Section 7.5. - Community overlay district.

1. General purpose and description. The community overlay district (COD) is intended to preserve and enhance the physical characteristics of the city along its entryways and in the downtown area by promoting the safety, welfare, convenience, and enjoyment of travel along these roads; providing for unified and orderly development; and promoting and aiding economic growth. The establishment of a COD does not repeal the underlying zoning classification of property to which the COD applies. The requirements of the COD are in addition to the requirements of the underlying zoning district, with the exception of the downtown district. The COD does not apply to the DD. The DD is subject to supplementary regulations and the DD geographic limitations as shown on the official zoning map. The COD includes the following thoroughfares: FM 2351 from Friendswood City Limit to Friendswood City Limit, FM 518 from the Friendswood City Limit to the Friendswood City Limit, FM 528 from Friendswood City Limit to Friendswood City Limit, Friendswood Lakes Boulevard (also known as Brittany Bay) from Friendswood City Limit to Friendswood City Limit, Bay Area Boulevard, from Friendswood City Limit to FM 528. (Remainder of requirements in Section 7.5.)

Zoning History:

The zoning of the property has always been Single Family Residential (SFR). There is also a Specific Use Permit (SUP), Ordinance 320, for pipelines that was approved in 1977.



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:

The property fronts FM 528, also known as W. Parkwood Avenue. The property to the north is zoned Single Family Residential (SFR). The property also backs up to property that is zoned Single Family Residential (SFR). The property to the south is zoned Neighborhood Commercial (NC).

Platting Analysis:

The property will need to be platted prior to development.

Planning Analysis:

This property fronts FM 528. When developed, the property will be subject to the Community Overlay District (COD) regulations. Additionally, the minimum setback from the pipelines on the property is 50 feet for any habitable structures.

Comprehensive Planning Analysis:

The Future Land Use Map (2021) identifies this property as developing as “Retail.” The zone change request complies with the FLUM.



City of Friendswood GIS Aerial Map

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

On site detention is required, and the property is not located in any high hazard flood zones.

Utilities:

City water is available along FM 528. A manhole is available on Desota Drive across FM 528 for the sanitary sewer connection.

Access:

The property currently has access onto W. Parkwood Ave/FM 528. Any driveway improvements would require approval by the Texas Department of Transportation (TXDOT). A five-foot sidewalk will be required along FM 518.

Park/Open Space:

Park Dedication Fees are not applicable for commercial development.

013-19-2779

WARRANTY DEED

Date: DEC. 18, 1998

Grantor: ^{CHK} IVAN HUBERT ^{J.R.K.} KERR, ^{BJK} BLANCHE JEAN KERR,* ^{JB.} JAMES BARRY KERR
and JO RUTH KERR, not joined by their spouses, if any, as this
property constitutes no part of their business or residential homestead.
Grantor's Mailing Address:

Grantee: MANNING FAMILY PARTNERSHIP, L.P.

Grantee's Mailing Address:

Consideration: TEN AND NO\100's DOLLARS (\$10.00)-----
and other good and valuable consideration

Property: (including any improvements):

Being a 5.6761 acre tract of land, more or less, out of Lot 14,
of BURGESS SUBDIVISION, a subdivision in Galveston County, Texas,
according to the map or plat thereof recorded in Volume 119, Page
14 of the Map Records of Galveston County, Texas, and being moera
paritcualry described by metes and bounds attached. Save and
Except that portion conveyed to State of Texas by deed filed
under Galveston County Clerk's File No. 9015963.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all valid and
subsisting restrictions, reservations, conditions, limitations,
covenants, exceptions, mineral conveyances, and easements
properly of record in the Office of the County Clerk of Galveston
County, Texas, if any, affecting the above-described property.

Grantor, for the consideration and subject to the
reservations from and exceptions to conveyance and warranty,
grants, sells, and conveys to Grantee the property, together with
all and singular the rights and appurtenances thereto in any wise
belonging, to have and hold to Grantee, Grantee's heirs,
executors, administrators, successors, or assigns forever.
Grantor binds Grantor and Grantor's heirs, executors,
administrators, successors, and assigns to warrant and forever
defend all and singular the property to Grantee and Grantee's
heirs, executors, administrators, successors, and assigns against
every person whomsoever lawfully claiming or to claim the same or
any part thereof, except as to the reservations from and
exceptions to conveyance and warranty.

*now known as BLANCHE JEAN KERR PEEVEY

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

Ivan Hubert Kerr
IVAN HUBERT KERR

Blanche Jean Kerr Peevey
BLANCHE JEAN KERR PEEVEY

James Barry Kerr
JAMES BARRY KERR

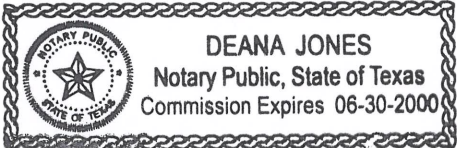
Jo Ruth Kerr
JO RUTH KERR

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 18th day of DEC., 1998, by IVAN HUBERT KERR.

Deana Jones
Notary Public, State of Texas
Notary's name (printed):



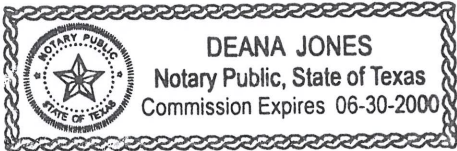
Notary's commission expires:

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 18th day of DEC., 1998, by BLANCHE JEAN KERR PEEVEY.

Deana Jones
Notary Public, State of Texas
Notary's name (printed):



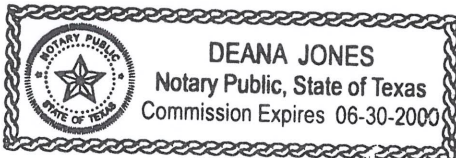
Notary's commission expires:

(Acknowledgment)

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 18th day
of DEC., 1998, by JAMES BARRY KERR.



Deana Jones
Notary Public, State of Texas
Notary's name (printed):

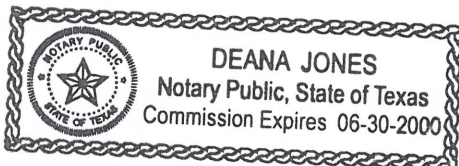
Notary's commission expires:

(Acknowledgment)

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 18th day
of DEC., 1998, by JO RUTH KERR.



Deana Jones
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

PREPARED IN THE LAW OFFICE OF: Jerel J. Hill

EXHIBIT "A"**FIELD NOTE DESCRIPTION**

OF A 5.6761 (CALLED 5.68) ACRE TRACT OF LAND OUT OF LOT 14 OF THE BURGESS SUBDIVISION AS RECORDED UNDER BOOK 119, PAGE 14 AND 15 OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS. SITUATED IN THE G.W. PATTERSON SURVEY, ABSTRACT 645, GALVESTON COUNTY, TEXAS, BEING THE SAME TRACT CONVEYED BY KATIE BOFYSIL MARUT AND HUSBAND, EDWARD J. BOFYSIL, JR., BY DEED RECORDED IN VOLUME 1667, PAGE 503, OF THE DEED RECORDS OF GALVESTON COUNTY, TEXAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 5/8 INCH IRON ROD FOUND IN THE NORTHWESTERLY LINE OF F.M. 528 AND THE WEST LINE OF LOT 14 OF AFORESAID BURGESS SUBDIVISION, MARKING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT AND SOUTHEAST CORNER OF RESERVE "B" OF WINDSONG SUBDIVISION (UNRECORDED).

THENCE, N 00° 02' 00" W WITH THE WEST LINE OF SAID LOT 14 AND EAST LINE OF SAID WINDSONG SUBDIVISION AT 263.03' PASS A 1 INCH IRON PIPE FOUND MARKING THE COMMON CORNER OF RESERVE "B" AND LOT 1 OF SAID WINDSONG SUBDIVISION, AND AT 505.21' PASS A 5/8 INCH IRON ROD FOUND AT THE COMMON CORNER OF LOT'S 1 AND 2 OF SAID WINDSONG SUBDIVISION, CONTINUING FOR A TOTAL DISTANCE OF 747.83' TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT, ALSO BEING THE NORTHEAST CORNER OF LOT 2 AND BEING IN THE SOUTH LINE OF LOT 3-B OF SAID WINDSONG SUBDIVISION, ALSO BEING IN THE CENTERLINE OF A 40' WIDE PLATTED ROAD (UNIMPROVED).

THENCE, N 89° 53' 00" E ALONG THE NORTH LINE OF SAID LOT 14 AND SOUTH LINE OF SAID LOT 3-B WINDSONG SUBDIVISION AT 215.37' PASS A 5/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOT 3-B AND LOT 3-A OF SAID WINDSONG SUBDIVISION, CONTINUING FOR A TOTAL DISTANCE OF 658.08' TO A 5/8 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT AND NORTHWEST CORNER OF A 0.0025 AC. TRACT CONVEYED TO THE STATE OF TEXAS UNDER COUNTY CLERKS FILE 9015963 GALVESTON COUNTY, TEXAS. SAID POINT BEARS S 89° 53' 00" W, 3.62' FROM THE ORIGINAL NORTHEAST CORNER OF CALLED 5.68 AC. TRACT.

THENCE, S 40° 10' 31" W ALONG THE NORTHWESTERLY RIGHT OF WAY OF F.M. 528 A DISTANCE OF 123.40' TO A 5/8 INCH IRON ROD SET FOR CORNER AND BEING THE WESTERLY CORNER OF SAID 0.0025 AC. TRACT.

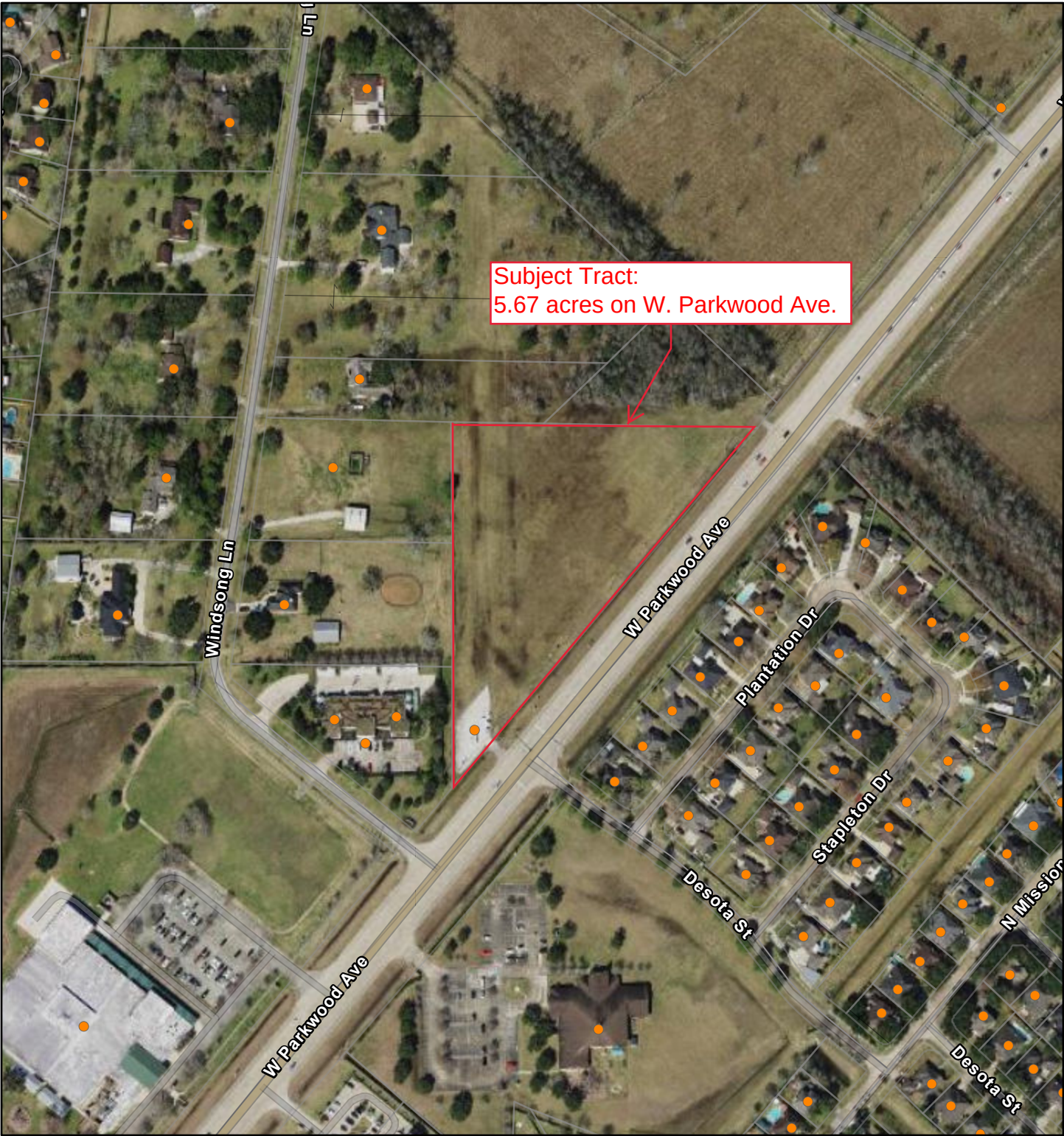
THENCE, S 41° 26' 00" W A DISTANCE OF 873.50' TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT. CONTAINING 5.6761 ACRES OF LAND. SUBJECT TO 2.07 ACRES IN PIPELINE EASEMENTS AND 20.00' PLATTED ROAD ALONG THE NORTH LINE, LEAVING 3.6 ACRES NET.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

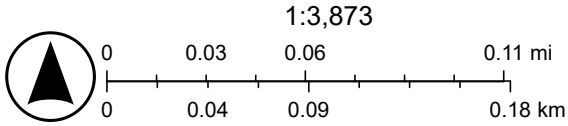
12-22-98 03:49 PM 9862904
STRIM-T \$15.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

Letter ANSI A Portrait

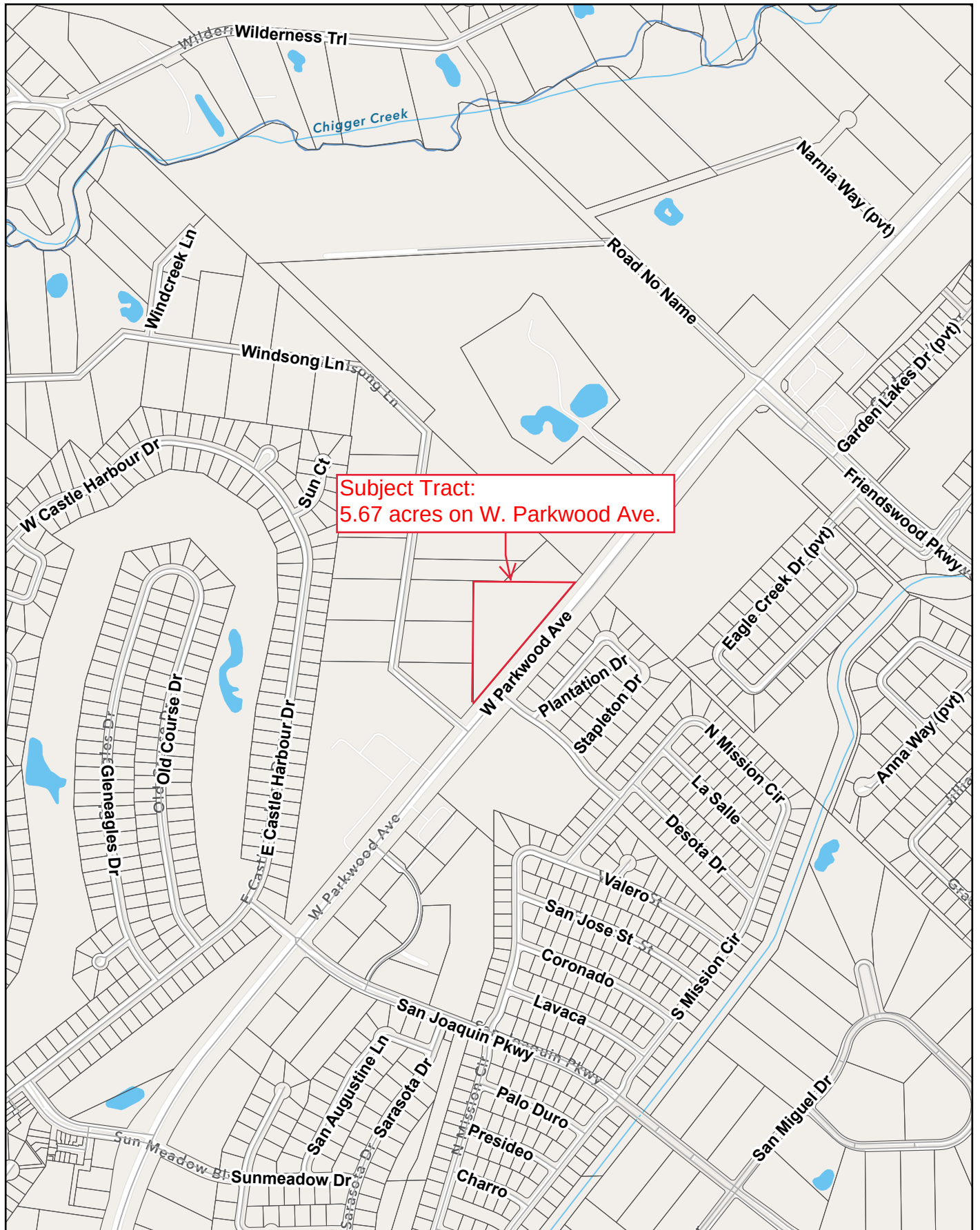


2/28/2024, 5:19:34 PM

- Address Points
- City Limit
- Galveston County - Lot Lines
- Parcels
- Streets



Houston- Galveston Area Council, Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



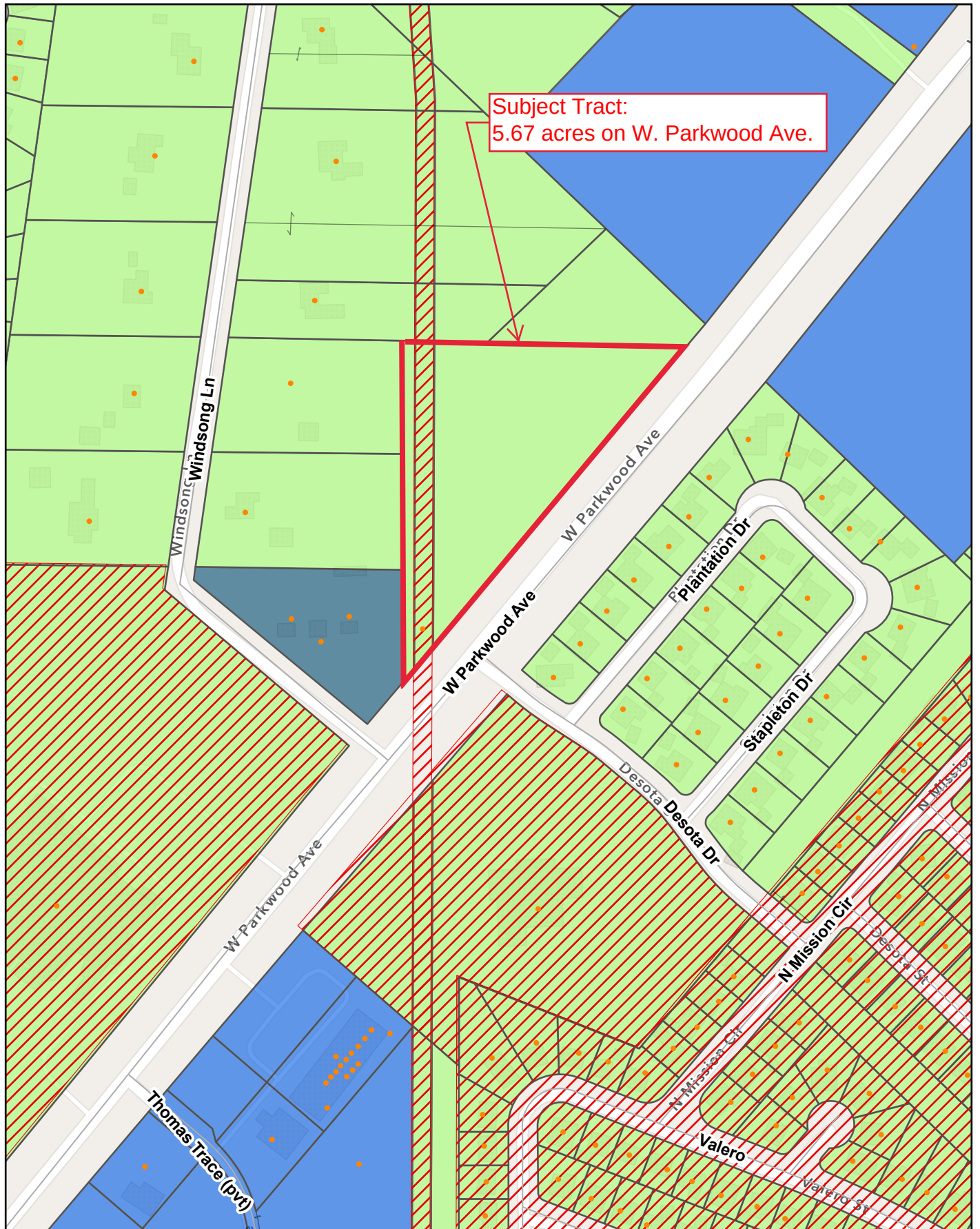
2/27/2024, 4:20 PM

1:10,759

- ▬ City Limit
- ▬ Streets
- ▬ Parcels
- ▬ Water Lines



0 0.07 0.15 Miles



2/27/2024, 4:26 PM

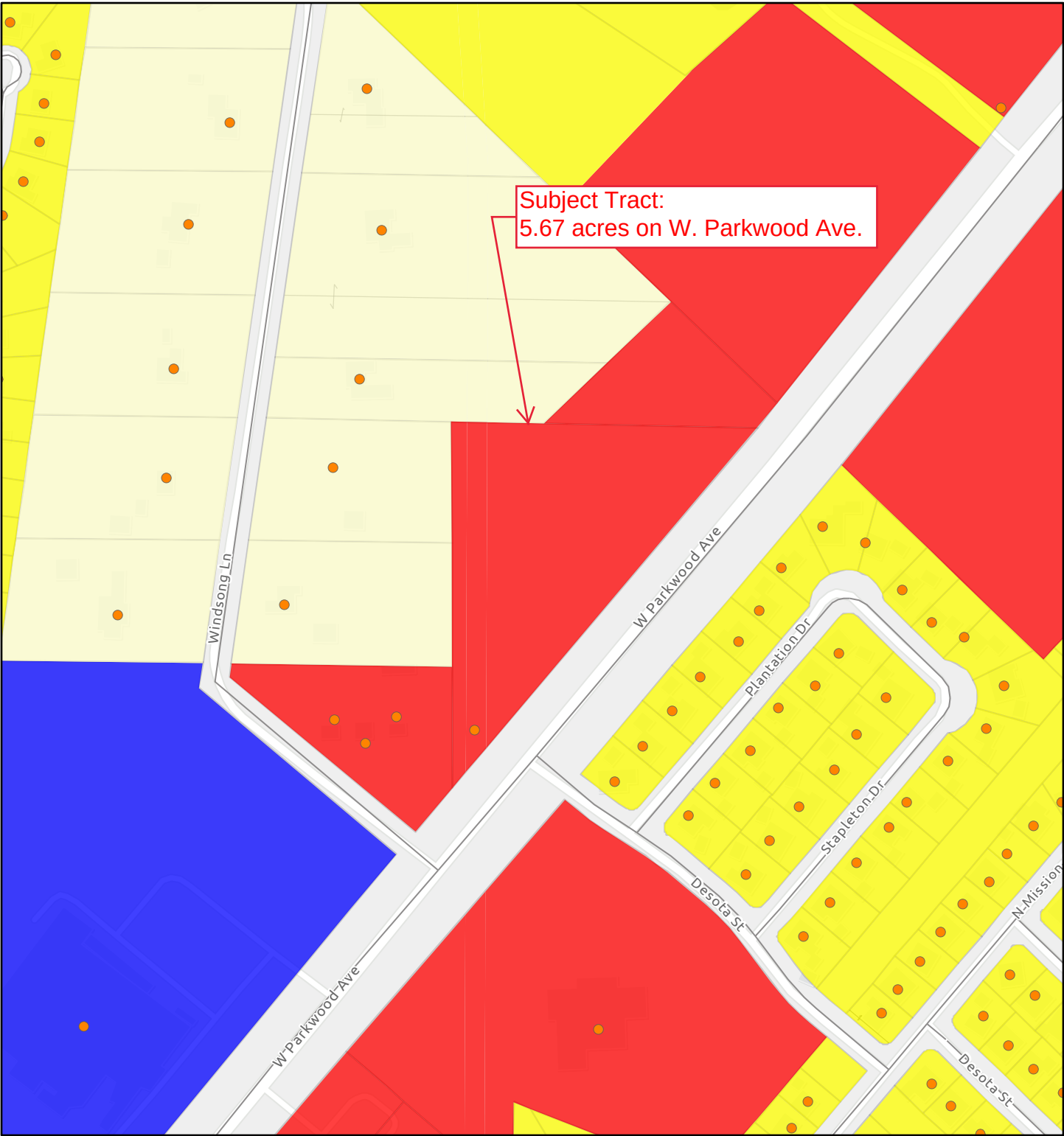
1:3,873

- ▬ City Limit
- Address Points
- Streets
- Galveston County - Lot Lines
- Parcels
- Water Lines
- ▬ Specific Use Permits
- Zoning by Parcel
- CSC
- NC
- SFR



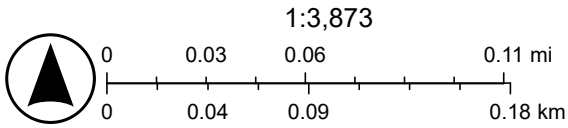
0 0.03 0.07 Miles

Letter ANSI A Portrait



2/28/2024, 5:20:47 PM

- Address Points
- City Limit
- Future Land Use Adopted 2021
- SFR- Estate
- Low Density
- Retail
- Public and Semi-Public
- Galveston County - Lot Lines
- Parcels
- Streets



Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 03/19/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider an ordinance regarding a proposed zone change located in the 1900 block of W. Parkwood Ave., being a 5.6761-acre tract of land, more or less, out of Lot 14 of Burgess Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 119, Page 14 of the Map Records of Galveston County, Texas, to change from Single Family Residential (SFR) to Neighborhood Commercial (NC).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The property owner is requesting to change the zoning of the property from Single Family Residential (SFR) to Neighborhood Commercial (NC). The zone change request complies with the 2021 Future Land Use Map (FLUM). Development of the tract in the future would be subject to the Community Overlay District (COD) regulations, and if approved, to the regulations of the Neighborhood Commercial zoning district.

See Rezoning Report attached to the public hearing item for additional details.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the zone change is in compliance with the Future Land Use Map adopted in 2021. Changing the zoning to a commercial zoning designation will increase the percentage of commercially zoned property in Friendswood, which is a goal.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held April 11, 2024, following the public hearing the City of Friendswood Planning and Zoning Commission voted 7-0 on a motion to approve the requested zone change. See the attached Final Report for more details.

ATTACHMENTS

1. Ordinance - Zoning Map Amendment for 5.6761 acres in the 1900 block of W Parkwood Ave from SFR to NC
2. Exhibit A - Location Map for W Parkwood Ave

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF THE PROPERTY LOCATED IN THE 1900 BLOCK OF W. PARKWOOD AVENUE, BEING 5.6761 ACRES, MORE OR LESS, OUT OF LOT 14 OF BURGESS SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 119, PAGE 14 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, FROM SINGLE FAMILY RESIDENTIAL (SFR) TO NEIGHBORHOOD COMMERCIAL (NC); PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Manning Family Partnership, L.P. (the "Owner") is the owner of the tract located in the 1900 block of W. Parkwood Avenue, being 5.6761 acres, more or less, out of Lot 14 of Burgess Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 119, Page 14 of the Map Records of Galveston County, Texas, and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner made application to the City to change the zoning classification of the Property from Single Family Residential (SFR) to Neighborhood Commercial (NC); and

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

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

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

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, 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 Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Single Family Residential (SFR) to Neighborhood Commercial (NC). The City Council hereby directs the Mayor to sign and the City Secretary to attest to an entry on such map containing the number and effective date of this ordinance along with a brief description of the nature of the change in accordance with Section 3.A.(3), Appendix C of the Friendswood City Code.

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

Section 4. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined in an amount not to exceed TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

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

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

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

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

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 6th day of May, 2024.

MIKE FOREMAN, Mayor

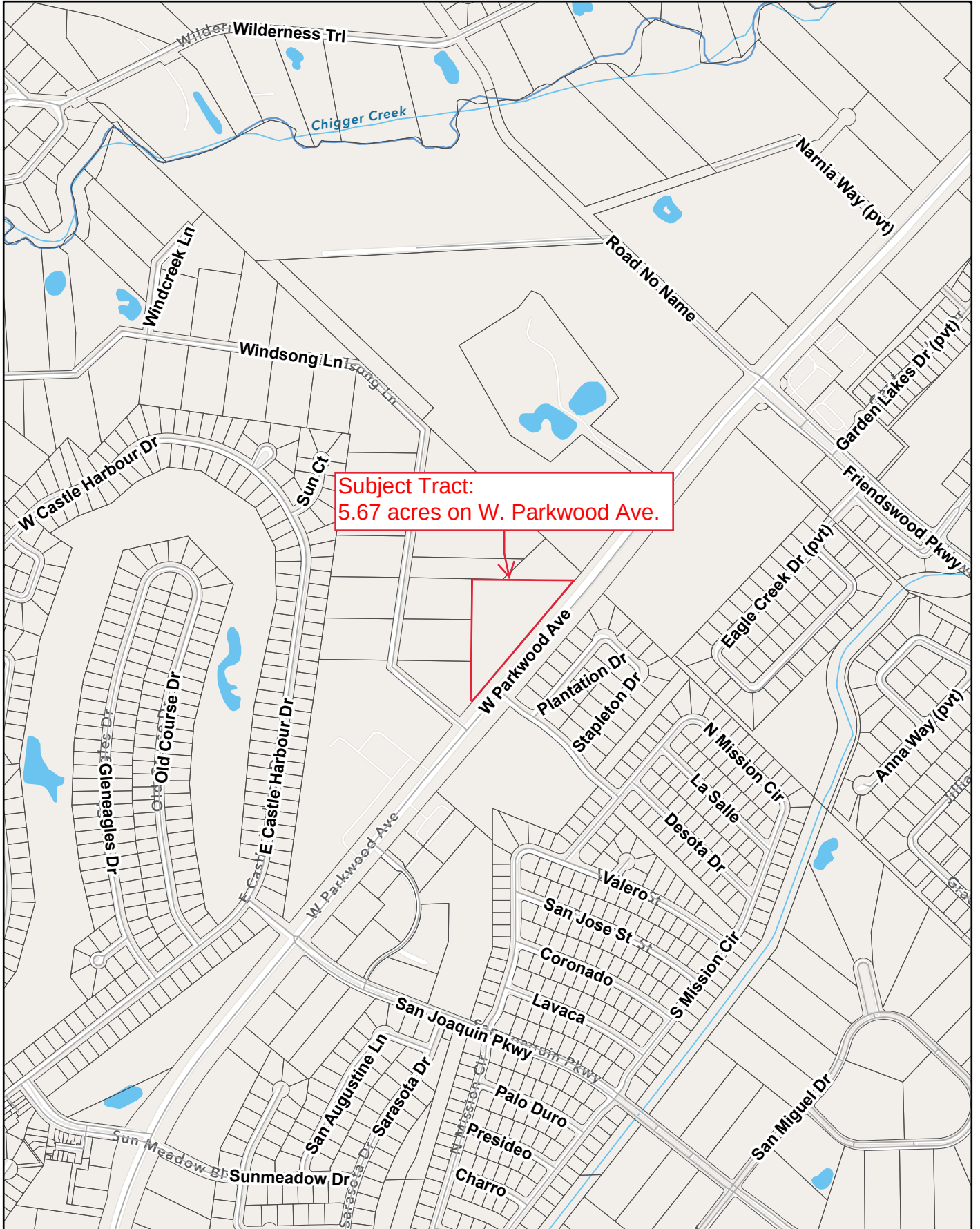
ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"



2/27/2024, 4:20 PM

1:10,759

- City Limit
- Streets
- Parcels
- Water Lines



0 0.07 0.15 Miles

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/05/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Conduct a public hearing on the creation of a tax increment reinvestment zone and its benefits to the City and to the property in the proposed zone, being approximately 326 acres of land generally located along FM 528/W. Parkwood Ave. at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On April 1, 2024, the City Council set a public hearing concerning the creation of a Tax Increment Reinvestment Zone (TIRZ) for approximately 326 acres of land generally located along FM 528/W. Parkwood Ave. at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas. Below is a map depicting the area:



(the "Zone").

At the public hearing, the City Council will receive public input concerning (i) the inclusion of property within the zone; (ii) the creation of the zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing on the creation of the zone and its benefits to the City and to the property in the proposed zone. Owners of property within the proposed zone shall be given a reasonable opportunity to protest the inclusion of the property in a proposed reinvestment zone.

The notice of public hearing was published in *The Reporter News* and posted on the City's notice boards and website on April 17, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

TIRZ stands for "Tax Increment Reinvestment Zone." TIRZs are governed by Chapter 311 of the Texas Tax Code. TIRZ is a common economic development tool used by municipalities throughout Texas. They provide tax increment financing, which is an economic development tool to incentivize both development and redevelopment.

RECOMMENDATIONS

Conduct public hearing.

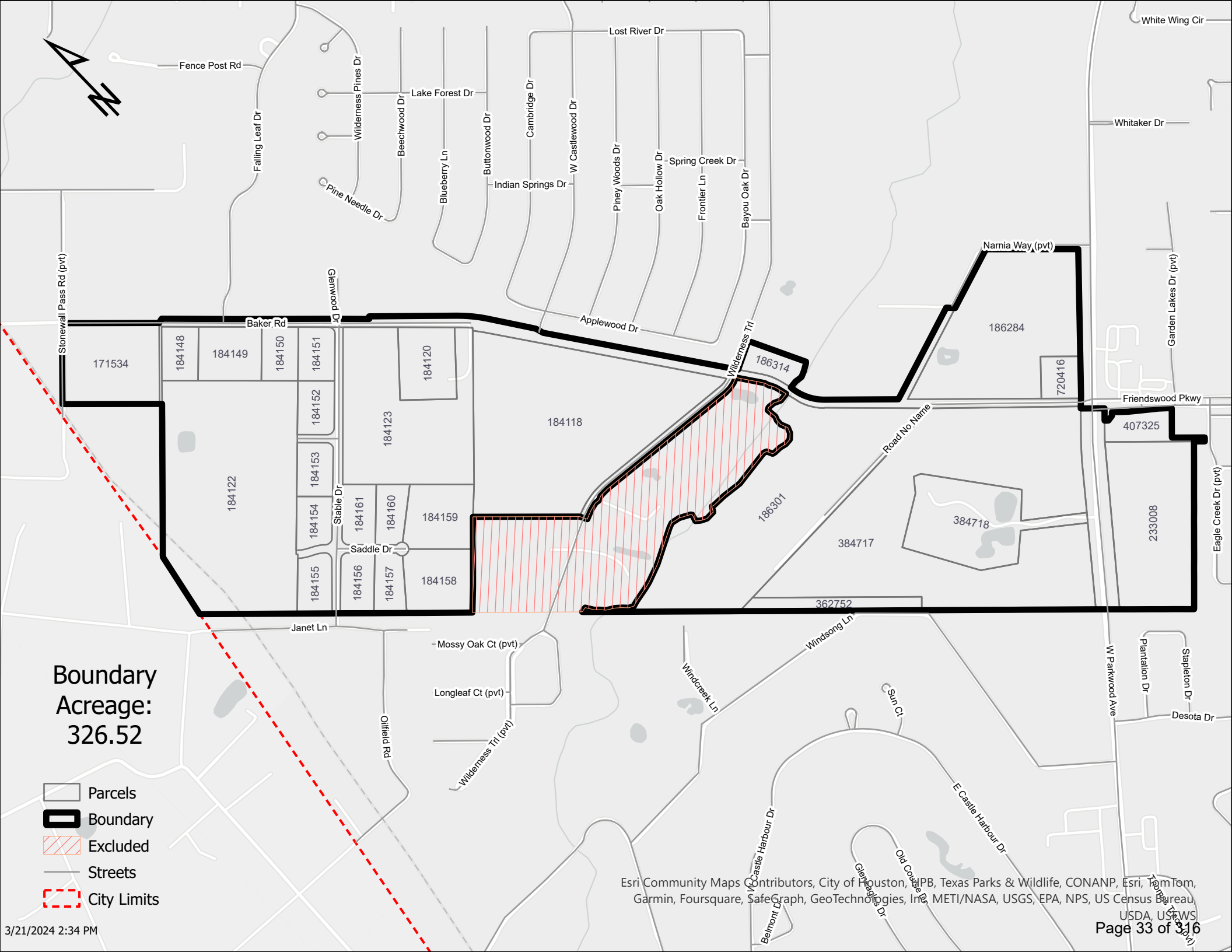
ATTACHMENTS

1. Map of Proposed TIRZ
2. Notice of Public Hearing for Creation of TIRZ (MAP) - FM 528 and W Parkwood Ave



Boundary
Acreage:
326.52

- Parcels
- Boundary
- Excluded
- Streets
- City Limits



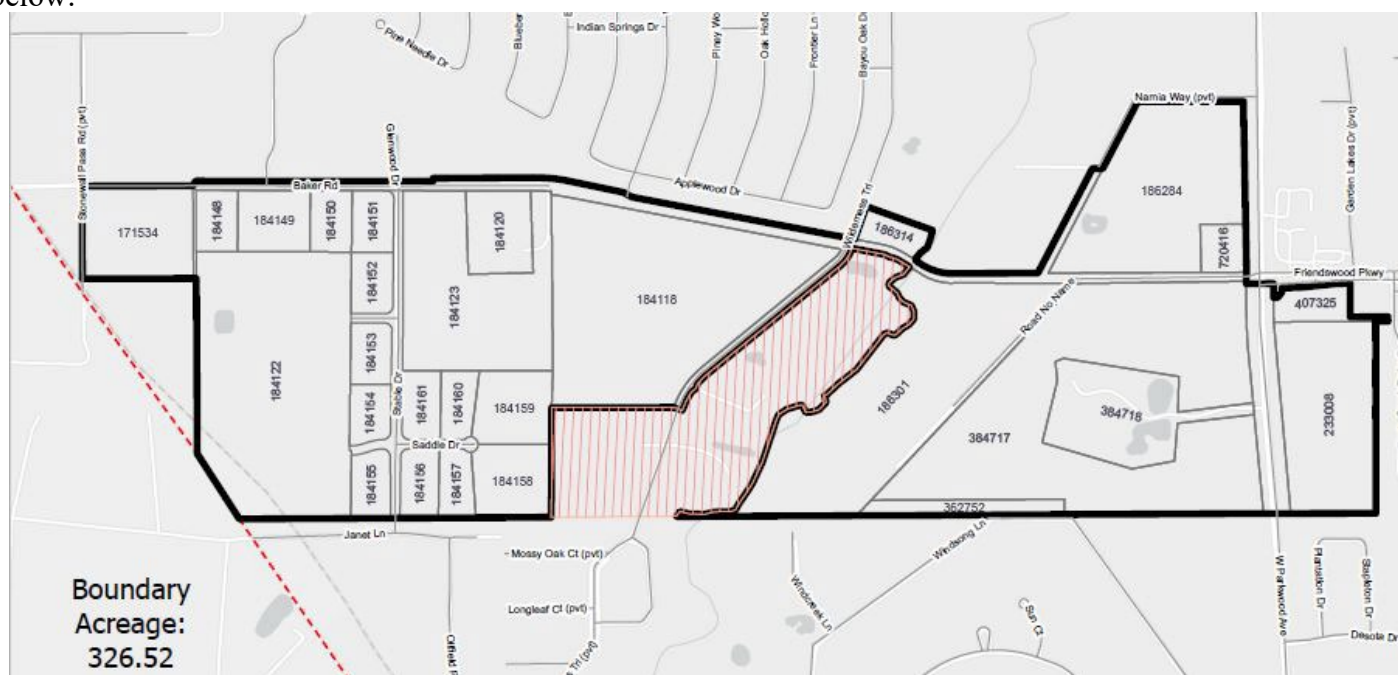


CITY OF FRIENDSWOOD

CITY OF FRIENDSWOOD CITY COUNCIL NOTICE OF PUBLIC HEARING ON CREATION OF A REINVESTMENT ZONE

The City Council of the City of Friendswood will hold a public hearing on Monday, May 6, 2024, at 5:30 p.m. in the Council Chamber of the City Hall of the City of Friendswood, located at 910 S. Friendswood Dr., Friendswood, Texas 77546, on the creation of a reinvestment zone and its benefits to the City of Friendswood and to property within the zone.

The proposed zone consists of approximately 326 acres of land generally located along FM 528/W. Parkwood Ave. at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway. The proposed reinvestment zone is wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas, and more fully depicted in the map below:



This map is available for public inspection in the office of the City Secretary at Friendswood City Hall, 910 S. Friendswood Dr., Friendswood, Texas 77546.

At the public hearing, all interested persons may speak for or against the creation of the proposed reinvestment zone, its boundaries, and/or the concept of tax increment financing; and any owner of property within the proposed reinvestment zone shall be provided a reasonable opportunity to protest the inclusion of their property within the proposed reinvestment zone. After the public hearing, the City Council will consider adoption of an ordinance creating the reinvestment zone.

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. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact

281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit <http://relaytexas.com>.

/S/Leticia Brysch, City Secretary

Published: April 17, 2024

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/12/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Recognize Engineering Director, Jil Arias, for representing the City at the 2024 Texas Water Conference with a presentation on "Friendswood Resilience: An Operations Driven Master Planning."

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Manager will recognize Engineering Director, Jil Arias, for representing the City at the 2024 Texas Water Conference with a presentation on "Friendswood Resilience: An Operations Driven Master Planning."

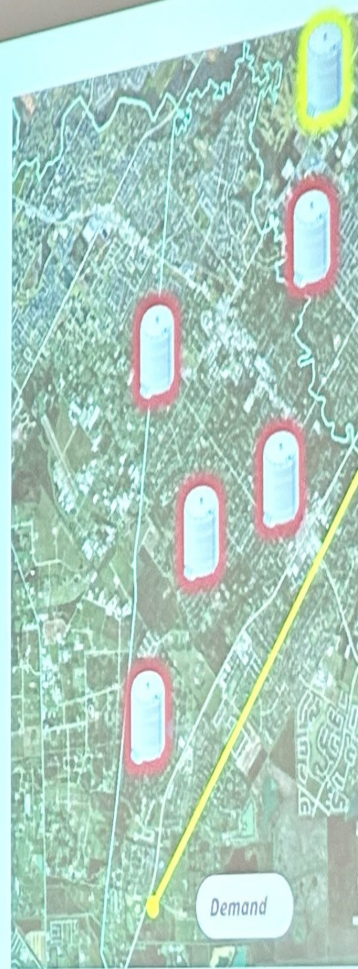
IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. Picture of Jil Arias' Presentation

The organizational shift from a reactive to the proactive approach resulted in the City saving over \$30 million in the CIP



HAZARD
OCCUPANCY
186

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/16/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Recognize Parks employee, Matthew Diaz, for his artistic talent and his art show at the Friendswood Library.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

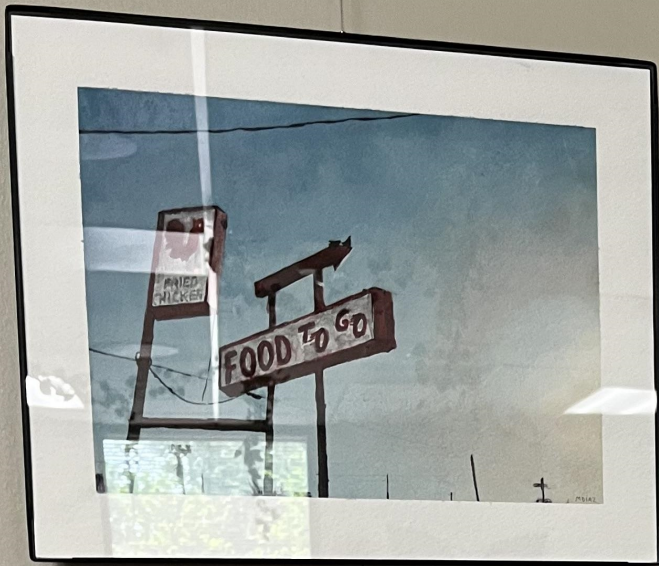
The City Manager will recognize Parks employee, Matthew Diaz, for his artistic talent as his artwork is currently being displayed at the Friendswood Library. The pieces were done in a number of different mediums; oil, water color, pencil, etc.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. 001
- 2. 004
- 3. 003



Sign, Beeville TX
ink and watercolor
on paper



Tower, Houston TX
ink and watercolor
on paper

The artwork of Matthew Diaz

Matthew was born and raised in Texas and gathers much of his artistic inspiration from the scenery across the state. Drawing and painting since his youth, Matthew also dabbles in photography, screen printing, and woodworking. Matthew currently resides in Friendswood, TX.

You can see more of his work on
Instagram: @artistmatthewdiaz
Or Email at: mattdiaz@gmail.com



Sign, Houston TX
ink and watercolor
on paper



RTU, Friendswood Library
Mixed Media
Pencil, ink, watercolor
Chalk, Paint on paper



Galveston TX State Park
Oil on board



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/17/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Present an update regarding Friendswood Emergency Medical Services Chief, Lisa Camp, for being recognized by the American Ambulance Administration (AAA) with the Vanguard Award alongside several women for their years of dedication and achievement in the Emergency Medical field.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Manager will present an update regarding Friendswood Emergency Medical Services (EMS) Chief, Lisa Camp, for being recognized by the American Ambulance Administration (AAA) with the Vanguard Award alongside several women for their years of dedication and achievement in the Emergency Medical Field.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/05/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Present an update regarding Building Safety Month in May.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The International Code Council's (ICC) Building Safety Month is an international campaign celebrated in May to raise awareness about building safety. This year's theme is "Mission Impossible" and includes the following weekly themes throughout the month of May:

Week 1: Understanding the Mission

Includes an introduction of building safety, what Building Safety Month is, and how building safety affects us all.

Week 2: Preparing a Building Safety Plan

Highlights available educational resources (water/fire, sustainability & resiliency/disaster preparedness), including downloadable brochures, for building safety tips and best practices at home and in your community.

Week 3: Learning from the Pros

Shines a spotlight on building safety professionals, including what they do, how to work with them and how to become one yourself.

Week 4: Engaging Your Community

Includes information on how to advocate for building safety in your community, including actionable tips on how to be a proponent of building safety and ways to get kids involved.

Week 5: Celebrating Success in Building Safety

Highlighting individuals and communities who are making a difference in building safety (editorial spotlights), including sharing the current year's Building Safety Month celebrations and events.

We want to commend the hard work and dedication of the City's Community Development Department and their continued dedication to ensure the safety and welfare of our community.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

No action required.

ATTACHMENTS

1. 2024 Building Safety Month Poster
2. Proclamation - Building Safety Month



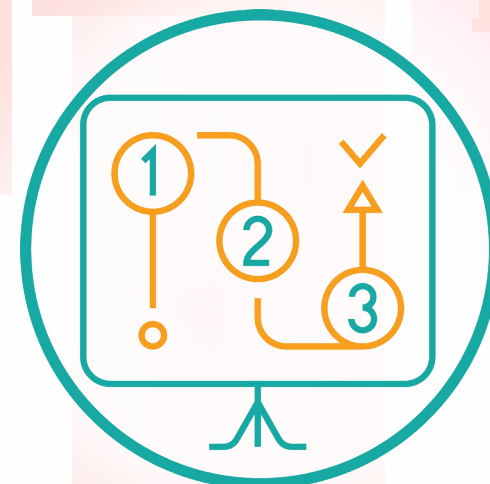
2024

MISSION POSSIBLE



Week 1

Understanding the Mission



Week 2

Preparing a Building Safety Plan



Week 3

Learning from the Pros



Week 4

Engaging Your Community



Week 5

Celebrating Success in Building Safety

Show your commitment to building safety and become a Building Safety Month sponsor.
Visit buildingsafetymonth.org/become-a-sponsor to learn more.

www.buildingsafetymonth.org



#BuildingSafety365    

International Code Council family of solutions

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City of Friendswood
Office of the Mayor



PROCLAMATION

I, Mike Foreman, by virtue of the authority vested in me as Mayor of the City of Friendswood, do hereby proclaim the month of May 2024 as

BUILDING SAFETY MONTH
"Mission Possible"

WHEREAS, the City of Friendswood is committed to recognizing that our growth and strength depend on the safety and essential role our homes, buildings, and infrastructure play, both in everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers, and others in the construction industry—who work year-round to ensure the safe construction of buildings; and

WHEREAS, the Friendswood City Council has adopted modern building codes of the International Code Council to protect us in the buildings where we live, learn, work, and play, which codes include safeguards for various hazards, such as hurricanes, snowstorms, tornadoes, wildfires, and earthquakes; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity; and

WHEREAS, "Mission Possible," the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local, and global scale; and

WHEREAS, each year, in observance of Building Safety Month, the public is asked to consider the commitment to improve building safety, resilience, and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus, and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Mike Foreman, Mayor of the City of Friendswood, do hereby proclaim the month of May 2024 as

BUILDING SAFETY MONTH

in the City of Friendswood and encourage all citizens to join with the community in participation of Building Safety Month activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Friendswood, this 6th day of May 2024.

Mike Foreman, Mayor

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/02/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding the City's Memorial Day Ceremony.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood Memorial Day Celebration is scheduled for Monday, May 27, 2024, beginning at 9:30 a.m., at the Veterans Memorial, located adjacent to City Hall, 910 S Friendswood Dr.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

No action required.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/05/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Present an update regarding the National Public Works Week, May 19-25, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The American Public Works Association is celebrating National Public Works Week, from May 19-25, 2024, with a theme of "Advancing Quality of Life for All." This is the 64th year of this celebration that focuses on paying tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

We want to thank our dedicated staff in both the Public Works Department and the Engineering Department for their hard work in rebuilding, improving, and protecting our City's transportation, infrastructure, water supply, water treatment and solid waste systems.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

No action is required.

ATTACHMENTS

1. 2024 National Public Works Week Poster
2. Proclamation - National Public Works Week



DEPARTMENT OF
PUBLIC WORKS

NATIONAL PUBLIC
WORKS WEEK
MAY 19-25, 2024



City of Friendswood
Office of the Mayor



PROCLAMATION

I, Mike Foreman, by virtue of the authority vested in me as Mayor of the City of Friendswood, do hereby proclaim the week of May 19 – 25, 2024, as

NATIONAL PUBLIC WORKS WEEK
"Advancing Quality of Life for All"

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Friendswood; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Friendswood to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, I, Mike Foreman, Mayor of the City of Friendswood, do hereby designate the week of May 19 – 25, 2024, as

NATIONAL PUBLIC WORKS WEEK

in the City of Friendswood, and I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Friendswood, this 20th day of May 2024.




Mike Foreman, Mayor

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/05/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Present an update regarding the Spring Sparkle Event hosted by the Parks and Recreation Department and Keep Friendswood Beautiful.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Staff will present the Council with an update of the Spring Sparkle Event which was held on April 13, 2024, from 8:00 a.m. to 2:00 p.m. at Centennial Park, located at 2200 S Friendswood Dr. This event was open to residents and included electronic recycling, shredding services, disposal of clean-up items and a garage sale.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

No action is required.

ATTACHMENTS

- 1. Spring Sparkle 2024

SPRING SPARKLE

APRIL 13, 2024

8:00 AM - 2:00 PM

Centennial Park - 2200 S. Friendswood Dr.

FRIENDSWOOD RESIDENTS

Please have your ID available for proof of residency.

ELECTRONIC RECYCLING (8AM - 12PM)

Accepting computers, routers, laptops, power cords, USB, cell phones, monitors, hubs, printers, cables, cable boxes, servers, ink jet/toner cartridges, keyboards, switches, TV's (No TV's over 36"), fax machines, and telephones.

SHREDDING SERVICES (8AM - 12PM)

Shredding will be offered from 8 a.m. - 12 p.m., or until truck is full. There will be a 200 lb limit or 4 medium boxes of paper per vehicle. Items not able to be shredded are 3 ring binders, cardboard, floppy disks, hanging file folders, newspaper, microfiche, and video tapes.

Residential shredding only (no Commercial shredding).

CLEAN-UP ITEMS

Tree limbs, grass clippings, old appliances, old furniture, unwanted wood, metal, and plastic.

GARAGE SALE

KFB will be accepting garage sale donations such as; furniture, household items, bikes, etc. in good condition, (clothing not accepted). Garage sale items can be dropped off from 8 a.m. - 12 p.m. at Centennial Park. All proceeds from the garage sale will benefit the beautification of City facilities and parks.

NO HAZARDOUS WASTE

Examples of items that will not be accepted are: tires, paint, batteries, oil, or any other household hazardous waste. If you have any questions please call the Parks and Recreation Department at 281-996-3220.



WASTE CONNECTIONS OF TEXAS
Connect with the Future®

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/05/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Present an update regarding the City of Friendswood May 4, 2024, Special Election.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Manager will provide the Council with an overview of the City's May 4, 2024, Special Election to reauthorize the Street Maintenance Local Sales and Use Tax for another four years, including the unofficial election results and related canvassing information.

The election canvass is scheduled for Tuesday, May 14, 2024, beginning at 5:00 p.m. in the City Council Chambers, City Hall. After the canvass, the Council will declare the results of the election official, and the three incoming councilmembers will be sworn-in to office. A small reception will follow the meeting in the reception area.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

No action required.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/18/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving a contract for the Stevenson Park Pavilion Restroom Remodel Project with Construction Masters of Houston through the Choice Partners Cooperative.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item approves a contract with Construction Masters of Houston (the "Contractor") for the Stevenson Park Pavilion Restroom Remodel Project (the "project") in the amount of \$84,433.98 through the Choice Partners Cooperative.

The scope of work for this project includes the labor, materials, equipment, supervision, dumpster, haul off, disposal and final cleaning of the following items:

To the exterior of the restrooms:

- high pressure washing with water only, no chemicals, and
- the removal of existing gutters and downspouts, and
- installation of new gutters and downspouts to match existing size, shape and color.

To the Men's and Women's Restrooms:

To the walls:

- high pressure washing of all CMU block walls, floors and wood ceilings, and
- the priming of all CMU block walls, with one coat of block fiber, 2 color coats of Pre Catalysed Water Based Epoxy, color to be determines and 2 coats of Anti-Graffiti clear coating.

Floors:

- grinding of existing floor coating,
- patching of small holes as needed, and
- polishing and dentification of concrete floors to a functional finish with the final look will not be a high-gloss imperfection-free appearance.

Partitions:

- demolition of existing toilet partitions, and
- supplying/installing new phenolic solid plastic partitions exactly as original layout. Color TBD.

Plumbing:

- removing all pvc waste and vent piping, replacing it with no hub cast iron pipe and fittings with wide body stainless steel connectors, and
- removing old water piping from the water meter to all fixtures and replacing it with Pex A expansion apex to all fixtures above grade and using schedule 80 PVC pipe and fittings for below grade,
- providing new stainless-steel fixtures, 3 toilets, 2 urinals and 4 lavatories,
- providing and installing new floor drains with trap guards in each restroom,
- demolishing of concrete at each floor drain and pour back new concrete,

- insulating plumbing pipes as required with ½" foam insulation, and
- supplying/installing new Sloan flush activators and flush valves.

This project is being paid for from the City's unassigned general fund balance and is included in Budget Amendment VI.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Supplemental Agreement
2. Proposal
3. 09 24-018MR Construction Masters Contract
4. Government Code Verification Form
5. Form 1295
6. Certificate of Insurance

**SUPPLEMENTAL AGREEMENT BETWEEN CITY
AND CONTRACTOR
FOR CHOICE PARTNERS CONTRACT NO. 24/018MR-03**

STATE OF TEXAS §

§

COUNTY OF GALVESTON §

This Supplemental Agreement (the "Contract") is entered into by and between the City of Friendswood (the "City") and Construction Masters of Houston, Inc. (the "Contractor") for the Stevenson Park Restroom Remodel Project, located at 1000 S. Friendswood Drive, Friendswood, Texas 77546 (the "Project").

1. **SCOPE OF WORK:** This scope of work for the Project shall entail the complete renovation of the Stevenson Park Restroom in accordance with the plans and specifications approved by the City, including all materials, equipment, freight, delivery, installation, labor, supervision, travel, mileage, dumpster, haul off, disposal, cleanup, and any other related costs to complete the Project. The Project includes, but is not limited to, the following:

Exterior:

- High pressure wash all exterior surfaces with water only, no cleaning chemicals.
- Remove existing gutters & downspouts and install new gutters & downspouts. Match existing size, shape and color.

Men's & Women's Restroom:

- Walls:
 - High pressure wash all cmu block walls, floor, and wood ceiling.
 - Prime all cmu block walls with 1 coat of block filler, 2 color coats of Pre-Catalyzed Water Based Epoxy, color TBD, and 2 coats of Anti -Graffiti clear coating – see product data sheet attached to the Proposal.
- Floors:
 - Grind existing floor coating.
 - Patch small holes as needed and polish and densify concrete floors to functional finish. The final look will not be a high gloss imperfection-free appearance.
- Partitions:
 - Demo existing toilet partitions.
 - Supply/Install new phenolic solid plastic partitions exactly as original layout. Color TBD.
- Plumbing:
 - Remove all pvc waste and vent piping replacing with no hub cast iron pipe and fittings with wide body stainless steel connectors.
 - Remove old water piping from water meter to all fixtures and replace it with Pex A expansion pex to all fixtures above grade and use schedule 80 PVC pipe and fittings for below grade.
 - Provide new stainless-steel fixtures, 3 toilets, 2 urinal and 4 lavatories.
 - Provide and install new floor drains with trap guards in each restroom. Demo concrete at each floor drain and pour back new concrete.
 - Insulate plumbing pipes as required with ½" foam insulation.
 - Supply/install new Sloan flush activators and flush valves. Matched city spec.
 - Carriers – prep to remove loose rust, coat with a rust inhibitor primer and apply two coats to acrylic urethane coating.
 - Plumbing permit as required.

Upon completion of the Project and acceptance of the Project by the City Council, the City shall pay the Contractor an amount of EIGHTY-FOUR THOUSAND FOUR HUNDRED THIRTY-THREE AND 98/100 DOLLARS (\$84,433.98) (the "Contract Price") as detailed in Contractor's Job Order Contracting Proposal.

2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following documents, which are listed in the order of priority of interpretation should there be a conflict:

- a) Addenda to this Contract,
- b) this Contract,
- c) Plans and Specifications approved by the City,
- d) Performance, Payment, and One-Year Maintenance Bonds,
- e) JOC #24/018MR-03 Contract Terms and Conditions
- f) Contractor's Job Order Contracting Proposal

No amendments to this Contract shall be effective and binding until it is reduced to writing and signed by the duly authorized representatives of both parties. Contract Documents shall be distributed by the Contractor to its subcontractors as necessary and must be kept and be accessible at the work site. The plans and specifications must be returned to the City on request at the completion of the work.

3. **CITY'S REPRESENTATIVE:** The project shall be administered by the City's Parks and Recreation Director (the "City's Representative"), whose duties responsibilities and have the rights and authority assigned to City's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

4. **COMMENCEMENT AND COMPLETION OF WORK:** Once the bond and the certificate of insurance have been submitted to and approved by the City, the Contractor shall perform the work in the most expedient manner possible. The work shall commence as soon as possible, but no later than ten (10) calendar days from the date specified in the written notice to proceed. The notice to proceed, however, shall take into account a six (6) to eight (8) week lead time for the arrival of the plumbing fixtures. The Work will be Substantially Complete (as defined in Section 2 of the City's General Conditions) within thirty (30) days (including weekends and holidays) from the date when the Contract Time commences to run as provided in this section, and completed and ready for Final Payment within seven (7) days from the date when the Contract Time specifies Substantial Completion. No work will be allowed on Sundays. Time is of the essence in this Contract and the date of beginning and the date for final completion of work as specified in this Contract are essential conditions of this Contract. Contractor has submitted its quote in full recognition of the time required for the completion of this work taking into consideration all factors, including, but not limited to, the average climatic range, industry conditions, and liquidated damages. At final completion of the work, a certificate of final completion shall be issued by the City's Representative.

5. **PAYMENT:**

- a. The Contractor agrees to perform the work for the Contract Price, subject to all allowable adjustments, as provided for in the Contract Documents. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job. The Contractor shall not have the right to obligate the City to make any payments to another party.
- b. The Contractor shall comply with Chapter 2258 of the Texas Government Code and use the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act.
- c. No changes shall be made and no bills for changes, alterations, modifications, deviations, and extra orders shall be recognized or paid for except upon a written change order signed by the Contractor and the City. Any change shall not affect the validity of any bonds. Any requests by the Contractor for a change in original Payment Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for extra work shall be waived. The City Manager of the City has been granted general authority to approve change orders of up to 25% of the Contract Price.

6. **PAYMENT PROCEDURES:** The Contractor shall submit one (1) Application for Payment at completion and acceptance of the Project. Upon final completion and acceptance of the Work by the City Council, the City shall pay the invoiced amount as recommended by City's Representative, which shall not exceed the Contract Price.

7. **INTEREST:** Interest on any overdue payment from the City to the Contractor shall be paid in accordance with the provisions of Section 2251.025 of the Texas Government Code, as amended.
8. **OBSERVATION, INSPECTIONS, TESTS:**
- a) The City reserves the right to enter the property by such employee(s) or agent(s) as it may elect for the purpose of observing, testing and inspecting the work. In accordance therewith, the Contractor shall supply the City, upon request, with any keys or information necessary for the City to have access to the property. The City shall have the right to enter the property or location of the work for the purpose of performing such collateral work as the City deems necessary or appropriate.
 - b) Working hours for the City's inspection personnel are from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City-approved holidays. The Contractor shall notify the City of any required inspection work outside of these hours to allow for an overtime work determination to be made, and assigned at least 48 hours in advance and shall pay the overtime wages for the required City inspections. A request to adjust work hours to earlier times, but equivalent to an eight (8) hour work day, must be made in writing and approved by the City.
9. **CONTRACTOR'S REPRESENTATIONS:** In order to induce the City to enter into this Agreement, the Contractor makes the following representations:
- a) The Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - b) The Contractor has carefully studied all available surveys, assessments, reports of explorations, investigations, and tests of subsurface conditions and drawings of physical conditions of the site. Such technical reports and drawings are not Contract Documents, and the City makes no representations or warranties as to the accuracy of such documents or information, or to whether or not they are complete, comprehensive, or all-inclusive.
 - c) The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in subsection b of this section) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work, and the Contractor assumes the risk of such subsurface and physical conditions, and shall furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, and studies or similar information or data are or will be required by the Contractor for such purposes.
 - d) The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by the Contractor in order to perform and finish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
 - e) The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - f) The Contractor has given the City's Representative written notice of all conflicts, errors or discrepancies in the Contract Documents of which Contractor knew or should have known, and Contractor shall perform the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including any written resolution of any such conflict, error or discrepancy by the City's Representative. In the event of a conflict that was not brought to the City's attention prior to the bid, the Contractor is assumed to have bid the most expensive alternative.

10. **LIQUIDATED DAMAGES:** The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified in Section 4 above, plus any extensions thereof allowed in accordance with Section 4 of this Contract. The City and the Contractor also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each day that expires after the time specified in Section 4 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining work within the time set out in the Certificate of Substantial Completion or any proper extension thereof granted by the City, the Contractor shall pay the City FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each day that expires after the time specified in the Certificate of Substantial Completion for completion and readiness for Final Payment
11. **RELEASE:** By this Contract, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Contract, 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 Contract whether or not said claims, demands, and causes of action are covered in whole or in part by insurance.
12. **INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS

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

13. **INSURANCE:** The Contractor shall procure and maintain at its sole cost and expense for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services to be performed hereunder by the Contractor, its agents, representatives, volunteers, employees or subconsultants.

- a) **Coverages Required.** The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

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

- (1) Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required
 - Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- (2) Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
- (3) Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.
- (4) Errors & Omissions (E&O)
 - General Aggregate: \$1,000,000

Per Project: \$500,000

- a. For all engineers, and/or design companies.
- b. Claims-made form is acceptable.

b) **Requirements For Coverages.** The following shall be applicable to all policies of insurance required herein:

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

14. EXTENSIONS AND DELAYS:

- a) **Extensions.** 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's Representative, 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; provided that the request for an extension is not based upon weather conditions. Should an extension be requested within the seven (7) calendar-day period based upon weather conditions, the City's Representative shall grant or deny such a written request upon Final Completion of the Work based upon any variation from the average climatic range.
- b) **Delays.** 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. No charge whatsoever shall be made for hindrances or delays from any cause whatever, except where the work is stopped by order of the City or by extraordinary causes. Any extension shall not exceed the time actually lost by Contractor.

15. LAYOUT OF WORK: The Contractor shall lay out all work in a manner acceptable to the City in accordance with applicable codes and ordinances of the City, county and state. The City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the specifications and Contract Documents.

16. MATERIALS:

- a) Materials or work described in words which when so applied have well-known technical or trade meanings shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with the Contract Documents and recognized industry standards.

- b) Materials and supplies utilized in the final product that will be turned over to the City shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer.
- c) No refurbished, reconditioned or other previously utilized materials or supplies will be used without the signed authorization of the City.
- d) Where the product is to be turned over to the City, the Contractor may utilize substitutes of equal quality and function as provided for in the specifications.
- e) The City shall have full and final decision over the use of substitute materials and supplies.
- f) The Contractor shall certify to the City that all materials installed are free from asbestos containing material.

17. WORK STOPPAGE: The City or the City's Representative 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:

- a) the work may be ordered stopped immediately if in the judgment of the City or the City's Representative, any of the materials furnished or the work being done is not in strict accordance with this Agreement;
- b) the work may be ordered stopped immediately until any objectionable person or material is removed from the premises; or
- c) the work may be ordered stopped immediately if any portion of the work is being performed so as to create a hazardous condition.

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 charges be allowed the Contractor by reason of such stoppage or suspension.

18. REJECTED WORK: The City or the City's Representative, in its discretion, may reject any and all work that is found to be defective or deemed not in conformity with this Agreement. The City or the City's Representative may reject said work or any portion thereof regardless of the stage of its completion or time or place of discovery of such errors. Further, the City or the City's Representative may reject said work regardless of whether the City or the City's Representative has previously accepted the work through oversight or otherwise. Neither observations by the City or the City's Representative nor inspections, tests, certificates or approvals made by the City or the City's Representative, or persons authorized under this Agreement to make such inspections, tests, certificates or approvals, shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents. In the event that any work or any part thereof is rejected by the City or the City's Representative, the Contractor shall, at its sole expense and after receipt of written notice thereof from the City or the City's Representative, remove such material and rebuild or otherwise remedy such work so that it shall be in full compliance with this Agreement and the other Contract Documents, as follows:

- a) At the option of the City, the Contractor may be required to remedy such work so that it shall be in full compliance with this Agreement. As soon as possible but not later than seven (7) calendar days after receipt of notice from the City or the City's Representative or such other period of time specified by the City's Representative in writing, the Contractor shall, at its sole expense, replace or repair all rejected work or materials so as to conform with this Agreement.
- b) If the City or the City's Representative in its discretion deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction for the Payment Amount may be made by the City.
- c) If the Contractor does not remove or replace any rejected work within the time specified in subsection (a) hereof, then the City or the City's Representative may have the work removed, replaced or repaired at the Contractor's expense.

19. SUBCONTRACTORS: The Contractor shall retain personal control and give its personal, utmost 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. All subcontractors must be approved by the City's Representative prior to performing any work on the Project. If the City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every

subcontractor shall be bound by the terms and provisions of this Agreement as far as applicable to its work. The Contractor shall be fully responsible to the City and the City's Representative for the acts and omissions of its 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 any property owned by the City arising out of or incidental to the performance of any services performed pursuant to this Agreement. In the event a statutory lien notice is sent to the City or the City's Representative, the Contractor shall, where no payment bond covers the work, upon written notice from the City or the City's Representative, immediately obtain bond at the Contractor's sole expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to ensure the payment of such claim until litigation determines to whom payment shall be made.

20. DEFECTIVE WORK DISCOVERED DURING WARRANTY PERIOD: If within one (1) calendar year after the date of acceptance by the City of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the work is found or determined to be defective, including obvious defects, or otherwise not in accordance with this Agreement, the Contractor shall correct it PROMPTLY.

- a) After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. This obligation shall survive the termination of this Agreement. The guarantee shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to either the warranty or guarantee period.
- b) If within seven (7) calendar days after the City has notified the Contractor of a defect, failure or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor.
- c) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for replacement or repair of parts and for correction of defects, shall be paid by the Contractor or by the surety.
- d) The one (1) calendar year warranty shall cover all work, equipment, and materials that are part of this project, whether or not a warranty is specified in the individual section prescribing that particular aspect of the work.

21. WITHHOLD PAYMENT AND CONTRACTOR'S 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 or certificate to such extent as may be necessary to protect the City from loss on account of:

- a) Defective work or work that is not in strict accordance with the terms of this Agreement, the Specifications, or the other Contract Documents;
- b) Claims filed or reasonable evidence indicating probable filing of claims, as determined at the sole discretion of the City;
- c) Failure of the Contractor to make prompt payments to subcontractors or for material or labor or materialmen;
- d) Claims filed or reasonable evidence, as determined at the sole discretion of the City, of damage to another Contractor or a third party, including adjacent property owners;
- e) Reasonable doubt, as determined at the sole discretion of the City, that the work can be completed for the unpaid balance of the contract amount;
- f) Reasonable indication, as determined at the sole discretion of the City, that the work will not be completed within the contract time;
- g) Liquidated damages and administrative charges, as determined by the City at its sole discretion;

- h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property;
- i) Claims filed or reasonable evidence as determined at the sole discretion of the City indicating unremedied damage to property owned by the City; or
- j) Other amounts authorized under this Agreement.

Whenever the Contractor and/or its surety is required to make a payment under this Agreement, it is expressly understood and agreed that such payment shall be due within 15 days after receipt of an invoice therefore unless expressly stated otherwise. Payments required by Contractor and/or its surety, which are not timely made, shall accrue interest at a rate of one percent per month.

22. CHARGES FOR INJURY OR REPAIRS:

- a) **Repairs.** 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 or the City's Representative will be made and charged to the Contractor by the City. The Contractor shall take the necessary precautions to protect any areas adjacent to its work. The work specified consists of all work, materials and labor required by the City or the City's Representative to repair any damage to the property of the City, including, but not limited to, structures, roadways, curbs, parking areas and sidewalks, to an equal or better condition than before such property was damaged.
- b) **Injury.** The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with federal, state, or municipal laws or regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at his discretion as an independent Contractor.

23. PAYMENT OF EMPLOYEES AND FOR MATERIALS: Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act. Should the Contractor or any of its subcontractors fail to pay the general prevailing rate to a worker performing work on the project, the Contractor shall pay to the City SIXTY AND NO/100 DOLLARS (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in this Contract. The Contractor and each of the subcontractors shall pay each of its employees engaged in work on the project under this Agreement in full (less mandatory legal deductions), in cash or by check readily cashable, without discount, no less than once every two (2) weeks. The City or the City's Representative may, prior to final acceptance of the project, 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.

24. BONDING: Both the Contractor and the City agree that the Contractor will furnish separate performance, payment bonds each in the sum of one hundred percent (100%) of the total contract price, in such forms as the City shall approve for this purpose, guaranteeing faithful performance of the contract. It is agreed that this Contract shall not be in effect until such bonds are furnished and approved by the City. The cost of the premium for the bonds has been included in the Contractor's quote.

The bonds shall be executed by the Contractor and by a corporate surety, the qualifications of which shall be as required below. The 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. If at any time during the execution of this Agreement or in the required period thereafter, the bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other

bonds, which bonds shall assure performance, payment, or maintenance as required. Such replacement bond(s) shall be issued by a surety acceptable to the City.

Changes and alterations in the work herein contemplated, or any part thereof, does not affecting the validity of this Agreement and any accompanying bond.

25. **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.
26. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal and state laws and the City Ordinances and Codes applicable to the Contractor's operation under this contract. Violations will be corrected at Contractor's expense. The Contractor will pay for all applicable royalties, permits, and license fees and defend all suits and claims of infringements of any rights.
27. **SAFETY PRECAUTIONS:** Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. 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. The safety of the public and convenience of traffic shall be regarded as prime importance during construction.
- a) During normal construction, the Contractor shall not hinder or inconvenience travel of streets or intersecting alleys for more than two blocks at any one time. The Contractor shall use warning signs as necessary to adequately protect the traffic. If the City or other appropriate entity approves a street closure, the Contractor shall furnish and maintain at each end of the closed section, at all intersecting streets within the section, and in all intersecting streets at a distance of one block on each side of the work, properly worded signs and barricades announcing the closure to the public. The Contractor shall not be allowed to start any operation that will close a street or streets until the required barricades are in place. Barricades and warning signs shall meet the specifications as shown in the plans and/or specifications. Warning lights shall be kept burning from sunset to sunrise. When a street is to be closed, the Contractor must notify the City's Engineering and Public Works Departments 48 hours in advance of the closure.
 - b) The Contractor shall remove, as soon as practicable, accumulated rubbish, surplus dirt, etc., from the construction site, thereby opening each block for public use. Use by the public, however, of any portion of a street where work has been done, shall not constitute in itself acceptance of the work done therein. The Contractor shall backfill and shape trenches across street intersections or driveways to permit safe usage at night. If trenches must be left open for any length of time, the Contractor shall span with wooden mats or bridges to permit traffic flow and prevent injury to the public. When driveways are cut, the City may direct the immediate placement of mats for ingress and egress of vehicles if, in the City's Representative or the City's opinion, undue hardship to property owners would otherwise result.
 - c) The Contractor shall not block ditches, inlets, fire hydrants, etc. The Contractor shall provide temporary drainage where necessary or as directed by the City's Representative or the City.
 - d) When persons or equipment are working in streets open to moving traffic, or if otherwise ordered by the City's Representative, the Contractor shall furnish flagmen for direction of traffic to protect both the moving traffic and the Contractor's operations. The flagmen shall wear an orange fluorescent vest over their normal work clothes.

The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure to use 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; 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.

28. **BREACH OF CONTRACT:** The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate or terminate the Contractor's obligation under this Agreement.

29. **TERMINATION:** If this Agreement is terminated for cause, 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's Representative, (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.

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

- 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;
- e) With the approval of the City, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts;
- f) Deliver to the City, when directed by the City, all documents and all property, which if the work had been completed, the Contractor would have been required to account for or deliver to the City, and transfer title to such property to the City to the extent not already transferred; and/or
- g) Take actions necessary or as otherwise directed by the City's Representative or the City for the protection and preservation of the work.

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

30. **TERMINATION FOR CAUSE:** Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor five (5) days' prior written notice, shall be entitled to terminate this Agreement in its entirety at any time for the following:

- a) 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;
- b) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;
- c) 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;
- d) If within five (5) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy any defective work or work that does not conform to the requirements of this Agreement, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or covenants contained in this Agreement or any other current agreement between the Contractor and another City for similar construction work on other property; or

- e) If the Contractor shall fail for any reason other than the failure by the City to make payment called upon when due.

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

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

32. **COMPLETION AFTER ABANDONMENT OR TERMINATION:** 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:

- a) 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.
- b) the City, under sealed bids, after notice published as required by law at least twice in a newspaper having general circulation in the City, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. 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.

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 rights, 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.

33. **DAMAGES:** 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:

- a) If the Contractor shall fail to remedy any default after written notice thereof from the City or the City's Representative; or
- b) If the Contractor shall fail for any reason other than the failure by the City to make payments called upon when due; or
- c) If the Contractor commits a substantial default under any of the terms, provisions, conditions or covenants contained in this Agreement.

34. MISCELLANEOUS:

- a) Terms used in this Agreement will have the meanings indicated in Section 2 of the City's General Conditions.
- b) No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- c) The City and the Contractor each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- d) The Contractor agrees to warranty the Work for a period of one (1) year from Substantial Completion against defects in materials and workmanship. The Contractor agrees to repair or replace any defective work within this warranty period immediately unless such repairs require long lead time materials and equipment in which case the Contractor shall provide an agreeable schedule for repairs at no additional cost to the City.
- e) The Project will be completed according to the Contract Documents and in accordance with codes, ordinances, and construction standards of the City of Friendswood, and all applicable laws, codes and regulations of governmental authorities.
- f) In the event any notice period required under the Contract Documents is found to be shorter than any minimum period prescribed by applicable law, the notice period required shall be construed to be the minimum period prescribed by applicable law.
- g) This Contract and the Contract Documents, insofar as they relate in any part or in any way to the work undertaken therein, constitute the entire agreement between the parties hereto, and it is expressly understood and agreed that there are no agreements or promises by and between said parties, except as aforesaid, and that any additions thereto or changes shall be in writing.
- h) The provisions of this Contract shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and the intent of the parties, but if for any reason any provision is unenforceable or invalid, such provisions shall be deemed severed from this Contract and the remaining provisions shall be carried out with the same force and effect as if the severed provision had not been part of this Contract.
- i) The headings of the paragraphs are included solely for the convenience of reference and if there is any conflict between the headings and the text of the Contract, Documents, the text shall control.
- j) The waiver of any breach hereof shall not constitute a waiver of any subsequent breach of the same or any other provision hereof. Failure by the City in any instance to insist upon observance or performance by the Contractor shall not be deemed a waiver by the City of any such observance or performance. No waiver will be binding upon the City unless in writing and then will be for the particular instance only. Payment of any sum by the City to the Contractor with knowledge of any breach or default will not be deemed a waiver of such breach or default or any other breach or default.
- k) The Contractor acknowledges that the City (through its employee handbook) considers the following to be misconduct that is grounds for termination of an employee of the City: Any fraud, forgery, misappropriation of funds, receiving payment for services not performed or for hours not worked, mishandling or untruthful reporting of money transactions, destruction of assets, embezzlement, accepting materials of value from vendors, or consultants, and/or collecting reimbursement of expenses made for

- the benefit of the City. The Contractor agrees that it will not, directly or indirectly; cause an employee of the City to engage in such misconduct.
- l) This Contract has been made under and shall be governed by the laws of the State of Texas.
 - m) The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.
 - n) Failure of any party, at any time, to enforce a provision of this Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract or part hereof or the right of the City or the Consultant thereafter to enforce each and every provision hereof. No term of this Contract 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. Nothing contained in this Contract or any of the Contract Documents shall be deemed to limit or waive the sovereign immunity of the City.
 - o) The parties agree that this Contract shall not be construed in favor of or against any party on the basis that the party did or did not author this Contract.
 - p) Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. The persons executing this Contract hereby represent that they have authorization to sign on behalf of their respective corporations and/or business entities.
 - q) The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Contract.
 - r) The Contractor may not assign or otherwise transfer this Contract or any rights or obligations hereunder without the prior written consent of the City.
 - s) This Contract shall inure to the benefit of and be binding upon the Contractor and its successors and assigns.
 - t) It is understood and agreed that this Contract may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.
 - u) If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Contract on the ____ day of _____, 2024, 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

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

CONSTRUCTION MASTERS OF HOUSTON,
INC.

(Signature)

(Printed Name)

(Title)

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

Before me on this day personally appeared _____, in his/her capacity as
_____ of Construction Masters of Houston, Inc., on behalf of such business entity,

_____ known to me;

_____ proved to me on the oath of _____; or

_____ proved to me through his/her current _____ {description of
identification card or other document issued by the federal government or any state government that
contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that
instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2024.

Notary Public in and for the State of Texas
My commission expires: _____

4/30/2024 – REVISED

City of Friendswood
15355 Blackhawk Blvd.
Friendswood, Texas 77546
Attn: Kaylub Mull
Parks Superintendent
281-996-3392
kmull@friendswood.com

Re: Stevenson Park – Restroom Remodel
Choice Partners ID: 24/018MR-03.

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract. 24/018MR-03.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Extended Total Including Overhead and Profit from RS Means	\$	93,607.52
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(11,232.90)
Project Price Subtotal	\$	82,374.62
Performance & Payment Bonds (Pass-thru cost)	\$	2,059.37
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	84,433.98

Scope of Work:

- **Exterior:**
 - High pressure wash all exterior surfaces with water only, no cleaning chemicals.
 - Remove existing gutters & downspouts and install new gutters & downspouts. Match existing size shape and color.
- **Men's & Women's Restroom:**
- **Walls:**
 - high pressure wash all cmu block walls, floor, and wood ceiling.
 - Prime all cmu block walls with 1 coat of block filler, 2 color coats of Pre Catalyzed Water Based Epoxy, color TBD, and 2 coats of Anti -Graffiti clear coating – see product data sheet attached.



- **Floors:**
- Grind existing floor coating.
- Patch small holes as needed and polish and densify concrete floors to functional finish. The final look will not be a high gloss imperfection free appearance.
-
- **Partitions:**
- Demo existing toilet partitions.
- Supply/Install new phenolic solid plastic partitions exactly as original layout. Color TBD.
-
- **Plumbing:**
- Remove all pvc waste and vent piping replacing with no hub cast iron pipe and fittings with wide body stainless steel connectors.
- Remove old water piping from water meter to all fixtures and replace it with Pex A expansion pex to all fixtures above grade and use schedule 80 PVC pipe and fittings for below grade.
- Provide new stainless-steel fixtures, 3 toilets, 2 urinal and 4 lavatories. Excludes new carriers.
- Provide and install new floor drains with trap guards in each restroom. Demo concrete at each floor drain and pour back new concrete.
- Insulate plumbing pipes as required with ½” foam insulation.
- Supply/Install new Sloan flush activators and flush valves. Matched city spec.
- Carriers – prep to remove loose rust, coat with a rust inhibitor primer and apply two coats to acrylic urethane coating.
- No tax.
- Plumbing permit as required.
-
- **Includes: Labor, materials, equipment, supervision, dumpster, haul off, disposal and final clean.**
-
- **Excludes: permit fees, drawings, 3rd party inspections, painting exterior surfaces, and any work not specifically listed.**
-
- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report, Anti-Graffiti Coating Product Data

Thank You for the Opportunity,

Ed Cudworth

Construction Masters of Houston



www.cmhou.com

Cost Estimate Report

City of Friendswood

Friendswood, TX
1100 S Friendswood Dr

Date: 04/30/2024

Rev Stevenson Park Restroom Remodel

Year 2024 Quarter 2

Unit Detail Report

Prepared By: Justin Davis

Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average, Plumbing Labor	14.00	Day	\$1,993.75	\$27,912.50
013113200160	Field personnel, general purpose laborer, average, Carriers - prep, prime & coat	1.00	Week	\$2,009.38	\$2,009.38
013113200240	Field personnel, superintendent, minimum	1.00	Week	\$3,224.00	\$3,224.00
Division 01 General Requirements Subtotal					\$33,145.88
Division 02 Existing Conditions					
024119190725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	1.00	Week	\$625.00	\$625.00
Division 02 Existing Conditions Subtotal					\$625.00
Division 03 Concrete					
030130629000	Patching concrete, minimum labor/equipment charge	4.00	Job	\$98.72	\$394.88
030505101910	Selective concrete demolition, minimum labor/equipment charge	4.00	Job	\$1,166.86	\$4,667.44
033543100210	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 40-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	0.50	M.S.F.	\$1,525.45	\$762.73
033543100220	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 80-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	0.50	M.S.F.	\$1,237.25	\$618.63
033543100230	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 120-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	0.50	M.S.F.	\$1,036.69	\$518.35

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
033543100240	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 200-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	0.50	M.S.F.	\$891.41	\$445.71
033543100400	Polished concrete floors, processing of interior floors, spray on penetrating densifier/hardener, 2 coats	0.50	M.S.F.	\$484.86	\$242.43
033543100410	Polished concrete floors, processing of interior floors, auto scrubbing after 2nd coat of hardener, when dry	0.50	M.S.F.	\$41.31	\$20.66
033543100700	Polished concrete floors, processing of interior floors, auto scrubbing after final polishing step	0.50	M.S.F.	\$41.31	\$20.66
Division 03	Concrete Subtotal				\$7,691.49
Division 04	Masonry				
040120520400	Cleaning masonry, high pressure wash, light soil, water only, excludes scaffolding	1,100.00	S.F.	\$1.03	\$1,133.00
Division 04	Masonry Subtotal				\$1,133.00
Division 07	Thermal and Moisture Protection				
070505100420	Selective demolition, thermal and moisture protection, gutters, metal or wood, edge hung	92.00	L.F.	\$1.71	\$157.32
077123100300	Aluminum downspouts, enameled, 2" x 3", .024" thick	20.00	L.F.	\$5.21	\$104.20
077123109000	Downspouts, minimum labor/equipment charge	1.00	Job	\$148.46	\$148.46
077123300400	Aluminum gutters, stock units, enameled, 5" box, .032" thick	92.00	L.F.	\$8.44	\$776.48
077123309000	Gutters, minimum labor/equipment charge	1.00	Job	\$158.27	\$158.27
Division 07	Thermal and Moisture Protection Subtotal				\$1,344.73
Division 09	Finishes				
090505200600	Flooring demolition, composition, acrylic or epoxy	400.00	S.F.	\$1.87	\$748.00
099113900390	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, first coat, waterproof sealer, brushwork	1,280.00	S.F.	\$1.02	\$1,305.60
099623100500	Graffiti-resistant treatments, non-sacrificial, permanent non-stick coating, clear, on stone	2,560.00	S.F.	\$0.95	\$2,432.00
099656200400	Wall coating, epoxy coatings, Water based	2,560.00	S.F.	\$1.92	\$4,915.20
099710104600	Paints & coatings, metal, ferrous, rust inhibitor, in 5 gallon lots	1.00	Gal.	\$122.01	\$122.01
099710105700	Coatings, heavy duty, acrylic urethane, in 5 gallon lots	1.00	Gal.	\$111.67	\$111.67
Division 09	Finishes Subtotal				\$9,634.48
Division 10	Specialties				
100505101910	Specialties demolition, toilet cubicles, remove	3.00	Ea.	\$130.15	\$390.45

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
100505101930	Urinal screen, remove	1.00	Ea.	\$43.52	\$43.52
102113192100	Partitions, toilet, plastic, cubicles, floor mounted, for handicap units, add	2.00	Ea.	\$148.35	\$296.70
102113192550	Toilet cubicles, overhead braced phenolic partitions, install	3.00	Ea.	\$1,723.77	\$5,171.31
102113197110	Partitions, toilet, urinal screen, polymer plastic, 18" w, wall hung	2.00	Ea.	\$444.99	\$889.98
102113199000	Partitions, toilet, plastic, minimum labor/equipment charge	1.00	Job	\$256.99	\$256.99
Division 10	Specialties Subtotal				\$7,048.95
Division 22	Plumbing				
220505100710	Fountains, sinks or lavatories, selective demolition	6.00	Ea.	\$42.03	\$252.18
220505100710	Fountains, sinks or lavatories, selective demolition	6.00	Ea.	\$42.03	\$252.18
220505100720	Water closets, selective demolition	3.00	Ea.	\$48.98	\$146.94
220505100720	Water closets, selective demolition	3.00	Ea.	\$48.98	\$146.94
220505100760	Cleanouts and drains, up thru 4" diameter, selective demolition	4.00	Ea.	\$58.78	\$235.12
220505101200	Fixture, lavatory, wall hung, selective demolition, includes 10' piping	3.00	Ea.	\$58.78	\$176.34
220505101420	Fixture, water closet, wall mounted, selective demolition	3.00	Ea.	\$84.06	\$252.18
220505101520	Fixture, urinal, wall mounted, selective demolition, includes 10' piping	2.00	Ea.	\$84.06	\$168.12
220505102000	Pipe, metal pipe, to 1-1/2" diam., selective demolition	150.00	L.F.	\$2.93	\$439.50
220505102000	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$1.03	\$153.82
220505102164	Pipe, plastic, with fittings, 4" thru 6" diameter, selective demolition	100.00	L.F.	\$5.28	\$528.00
220505102164	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$1.85	\$184.80
220505109000	Plumbing, selective demolition, minimum labor/equipment charge	1.00	Job	\$293.88	\$293.88
220576102160	Cleanout, floor type, round scoriated nickel bronze top, extra heavy duty, 8" pipe size	4.00	Ea.	\$1,353.49	\$5,413.96
221113747410	Pipe, plastic, PEX, flexible, non-barrier type, white, hot/cold tubing rolls, 3/4" diameter x 500 ', excludes couplings and hangers	500.00	L.F.	\$0.99	\$495.00
221113747410	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$0.00	\$0.00
221316204160	Pipe, cast iron soil, no hub, 4" diameter, includes couplings 10' OC, clevis hanger assemblies 5' OC	100.00	L.F.	\$45.67	\$4,567.00
221316204160	Labor adjustment factor (mechanical), general, add to labor for cramped shaft, for Division 21, 22 and 23 only	1.00		\$6.35	\$634.55
221316601150	Traps, cast iron, service weight, running P trap, 4", excluding vent	4.00	Ea.	\$383.57	\$1,534.28
221319390140	Trap seal, floor drain, 4", inline	4.00	Ea.	\$124.68	\$498.72

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
224239100972	Faucets/fittings, flush valve, automatic flush sensor and operator for urinals or waterclosets, standard	5.00	Ea.	\$761.00	\$3,805.00
224613102200	Prison/institution fixtures, urinal, stainless steel, back supply and flush, wall hung	2.00	Ea.	\$2,373.90	\$4,747.80
224613103300	Prison/institution fixtures, water closet, stainless steel, integral seat, back supply and flush, wall hung, wall outlet	3.00	Ea.	\$1,373.40	\$4,120.20
224616131100	Prison/institution fixtures, lavatory, stainless steel, wall hung, push button filler valve, rectangular bowl	4.00	Ea.	\$984.37	\$3,937.48
Division 22 Plumbing Subtotal					\$32,983.99
Subtotal					\$93,607.52
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$93,607.52
General Conditions				0.00%	\$0.00
Subtotal					\$93,607.52
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$93,607.52

Stevenson Park - Friendswood

Innovative Plumbing Solutions of Pearland, LLC

NAME	HOUSTON COMMERCIAL
EMAIL	southtexassubmittals@winstonwatercooler.com
PHONE	832-974-1500
ADDRESS	14134 Vickery Dr Houston, TX 77032

Table of Contents

VENDOR PART	VENDOR	DESCRIPTION	PAGE
WC-1 WATER CLOSET			
R2105-T-1-FV	Acorn	Dura-ware 2105 Series Siphon Jet Toilet - Off Floor	4
3325500	Sloan	Ebv500a Single Flush Side Mount	6
UR-1 URINAL			
2162-T-1-FVBO	Acorn	Dura-ware 2162 Series Washout Urinal	8
3325500	Sloan	Ebv500a Single Flush Side Mount	10
LAV-1 LAVATORY			
1953	Acorn	Dura-ware 1953 Series 18" Lavatory - Ada Compliant	12
Z86300-XL-3M	Zurn	Deck-Mount, Temperature Control, Metering Faucet Lead Free, 0.5 Gpm Vandal-Resistant Pressure Compen...	14
Z8802-XL-LRLK-PC	Zurn	-xl 1/2ips X 3/8 Od Stan Angle Lav Supply Kit (1/2) Lead Fre	15

VENDOR PART	VENDOR	DESCRIPTION	PAGE
R2105-T-1-FV	Acorn	Dura-ware 2105 Series Siphon Jet Toilet - Off Floor	4
3325500	Sloan	Ebv500a Single Flush Side Mount	6



R2105

Siphon Jet Toilet - Off Floor

Replacement Toilet for Most Vitreous China Closet Fixtures.

The R2105 is designed to replace a variety of existing front mount wall-hung fixtures with 4-point mounting. Unit includes a contoured integral seat with satin finish in addition to punching for a hinged seat by others. Unit is fabricated from 16 gage, type 304 stainless steel and is seamless welded construction with exposed exterior & interior surfaces having a satin finish.

Toilet is Siphon Jet type with elongated bowl manufactured to comply with ASME A112.19.3-2008 and CSA B45.4-2008 standards. Toilet requires a minimum of 25 PSI flow pressure and uses a minimum water consumption of 1.28 gallons per flush. Trap has a minimum 3-1/2" seal, will pass a 2-1/8" ball and is fully enclosed. Toilet has a 1-1/2" NPT flush valve connection and a gasketed waste outlet.

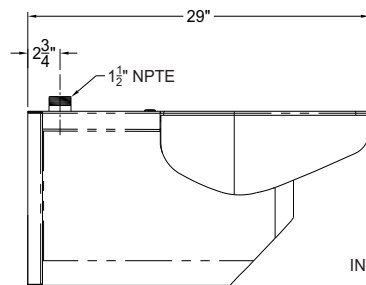
GUIDE SPECIFICATION

Provide and install Acorn Replacement Siphon Jet Toilet (specify model number and options). Fixture shall be fabricated from 16 gage, type 304 stainless steel. Construction shall be seamless welded and exposed surfaces shall have a satin finish with an integral contoured toilet seat. Toilet shall be concealed blowout jet type with an elongated bowl and a self-draining flushing rim. Toilet shall be ASME A112.19.3-2008 and CSA B45.4-2008 compliant. Toilet requires a minimum of 25 PSI flow pressure and uses a minimum water consumption of 1.28 gpf. Toilet trap shall have a minimum 3-1/2" seal that shall pass a 2-1/8" diameter ball and be fully enclosed. Toilet waste outlet shall be a gasketed waste.

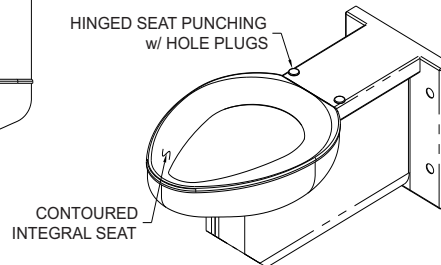


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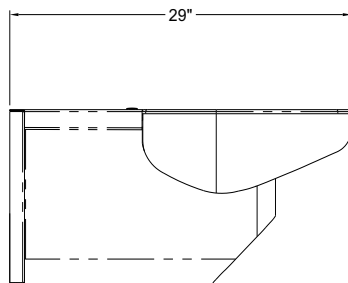
- ☒ - R2105-T-1
- ☐ - R2105-W-1



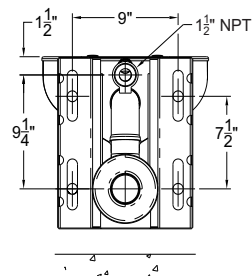
R2105-T-1



R2105-W-1
SHOWN



R2105-W-1



Please visit www.acorneng.com
for most current specifications.

WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov



ACORN ENGINEERING COMPANY

Option -FV



Flush Valve -

When specified, Acorn will provide a code approved flush valve with a vacuum breaker and lever pushbutton. All exposed parts are chrome-plated.

Please visit www.acorneng.com for most current specifications.

 WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov



ACORN ENGINEERING COMPANY :: P.O. BOX 3527 :: CITY OF INDUSTRY, CA 91744 U.S.A.
TOLL FREE 800-488-8999 :: LOCAL 626-336-4561 :: FAX 626-961-2200 :: www.acorneng.com

OPTION: -FV

Date: 09/10/13



**SENSOR FLUSHOMETER
EBV500A**

OPTIONS

Adapter

GEM Adapter (GEM)

NOTES

For product line drawings, [view model-specific spec sheets](#).

All information contained within this document subject to change without notice.



Image for a standard EBV500A shown

DESCRIPTION

Exposed Sensor Urinal/Water Closet Retrofit Flushometer

FEATURES

- 72-Hour Sentinel Flush
- Battery powered
- Estimated 3 year battery life
- True Mechanical Override for manual flush
-

DOWNLOADS

- [EBV-500/550-A Installation Instructions](#)
- [EBV500/EBV550 Repair and Maintenance Guide](#)
- [Additional Downloads](#)

Sloan 10500 Seymour Ave, Franklin Park, IL 60131
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Page 1 of 1

VENDOR PART	VENDOR	DESCRIPTION	PAGE
2162-T-1-FVBO	Acorn	Dura-ware 2162 Series Washout Urinal	8
3325500	Sloan	Ebv500a Single Flush Side Mount	10



Dura-Ware® 2162 Series Washout Urinal



2162-T-1-FV

2162-W-1-FV-2898

Fixture May Show Some Available Options

Please visit www.acorneng.com for most current specifications.

Washout Urinal

Fixture is arranged to be installed on finished wall and serviced from the front side. Fixture is fabricated from 14 gage, type 304 stainless steel and is seamless welded construction. Exterior has a satin finish. Interior has a matte finish. Fixture has a back wall washdown, and is optionally available with a continuous flushing rim that washes all four walls. Corners are coved to facilitate cleaning. P-trap is fully enclosed. Back of fixture is sound-deadened with fire-resistant material.

Urinal is washout type with back wall washdown manufactured to ASME A112.19.3 and CSA B45.4 requirements. Flushing inlet connection is 3/4" NPT male. Bottom of urinal is sloped to a high capacity stainless steel beehive dome strainer. Strainer is secured with tamper-resistant screws. P-trap has a minimum of 2" seal.

Exposed Mounting Screws are furnished. No concealed wall fasteners or anchor shields are furnished.

GUIDE SPECIFICATION

Provide and install Acorn Dura-Ware Washout Urinal (specify model number and options). Urinal shall be back wall washdown type. Fixture shall be fabricated from 14 gage, type 304 stainless steel and shall have coved corners to facilitate cleaning. Urinal shall meet ASME A112.19.3 and CSA B45.4 requirements. All welds shall be continuous and exterior surfaces shall have a satin finish. P-trap shall be fully enclosed. Fixture shall be furnished with exposed mounting screws.



Dura-Ware® 2162: Washout Urinal

WALL THICKNESS AND TYPE (Must Specify)

Thickness: _____ Type: ☐ Concrete ☐ Block ☐ Steel

MODEL NUMBER AND OPTIONS SELECTION

BASE MODEL NUMBER

☒ 2162 Washout Urinal

SUPPLY (Must Specify)

☒ -T Top (Exposed)

☐ -W Wall (Concealed)

FIXTURE MOUNTING AND WASTE

☒ -1 Off-Floor, Wall Outlet

FLUSH VALVE GPF's (Must Specify)

☒ -1.0 GPF

☐ -1.5 GPF

FLUSH VALVE OPTIONS (Must Specify)

Refer to Acorn Dura-Ware Supplementary for Box Cover(s) and Access Panel(s)

☒ -FV Flush Valve, Mechanical

☐ -FVBO Flush Valve by Others

☐ -FVH Flush Valve, Hydraulic (N/A for Top Supply)

☐ -FVL Flush Valve, ADA Lever Handle (Concealed F.V.)

☐ -MVCFV Time-Trol Flush Valve (N/A for Top Supply)

PRODUCT OPTIONS

☐ -CFR Continuous Flushing Rim

☐ -EG Enviro-Glaze Color, Specify: _____

☐ -FVT Flush Valve Thru Wall Connection

☐ -TF Transformer, 120VAC to 24VAC (-MVCFV Option)

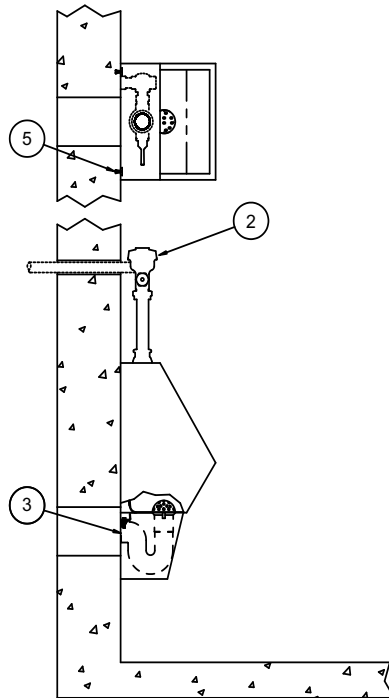
☐ -WA1 Waste Adapter to 2" NCT Female

☐ -WA2 Waste Adapter to 2" NPT Male

☐ -WA3 Waste Adapter to 2" NPT Female

☐ -WA4 Waste Adapter to 2" No-Hub

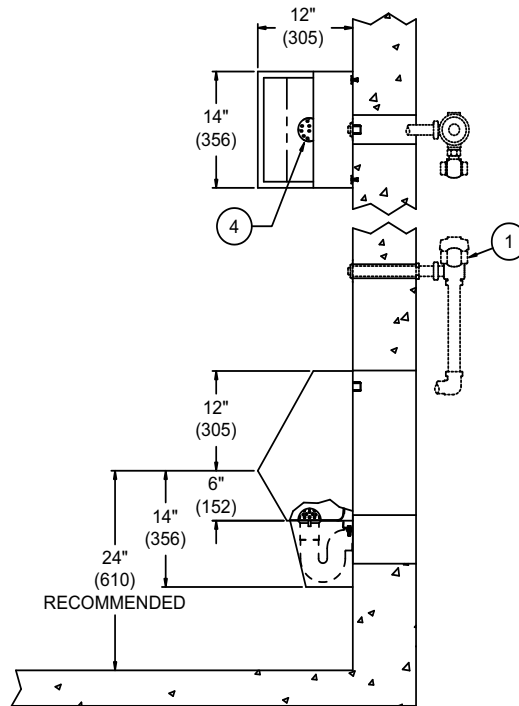
Please visit www.acorneng.com
for most current specifications.



2162-T-1

NOTES:

1. Optional -FV Flush Valve - Wall Supply.
2. Optional -FV Flush Valve - Top Supply.
3. Urinal Waste Outlet.



2162-W-1

4. Beehive Strainer.
5. Wall Mounting Anchors (By Others).

Important: Installation instructions and current rough-in are furnished with each fixture. Do not rough in without certified dimensions. Dimensions are subject to manufacturer's tolerance of plus or minus 1/4" and change without notice. Acorn assumes no responsibility for use of void or superseded data. © Copyright 2007 Acorn Engineering Company	
Selection Summary Model No. & Option _____ Quantity _____	Approved for Manufacturing Company _____ Title _____ Signature _____ Date _____



**SENSOR FLUSHOMETER
EBV500A**

OPTIONS

Adapter

GEM Adapter (GEM)

NOTES

For product line drawings, [view model-specific spec sheets](#).

All information contained within this document subject to change without notice.



Image for a standard EBV500A shown

DESCRIPTION

Exposed Sensor Urinal/Water Closet Retrofit Flushometer

FEATURES

- 72-Hour Sentinel Flush
- Battery powered
- Estimated 3 year battery life
- True Mechanical Override for manual flush
-

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Page 1 of 1

VENDOR PART	VENDOR	DESCRIPTION	PAGE
1953	Acorn	Dura-ware 1953 Series 18" Lavatory - Ada Compliant	12
Z86300-XL-3M	Zurn	Deck-Mount, Temperature Control, Metering Faucet Lead Free, 0.5 Gpm Vandal-Resistant Pressure Compensating Maie Aerator	14
Z8802-XL-LRLK-PC	Zurn	-xl 1/2ips X 3/8 Od Stan Angle Lav Supply Kit (1/2) Lead Fre	15



Dura-Ware® 1953 Series

18" Lavatory - ADA Compliant



1953-1-DMS-04-M-GT-TPT



1953-1-CSG-GT-TPT

Fixture May Show Some Available Options

Please visit www.acorneng.com for most current specifications.

18" Lavatory - ADA Compliant

Fixture is designed to be installed and serviced on the front side of a finished wall. The fixture is fabricated from 16 gage, type 304 stainless steel and is seamless welded construction. Exterior has a satin finish. Unit conforms with ANSI, UFAS and ADA requirements for accessibility. Compliance is subject to the interpretation and requirements of the local code authority.

Lavatory Rectangular Bowl is 14" x 12" x 5" deep. The deck has an integral, self-draining soap dish. The lavatory includes 1-1/2" drain punching to receive optional -GE or -GT grid strainer. Lavatory angle braces and fasteners for securing the braces to the lavatory are furnished. Wall fasteners by others.

Lavatory Valves (ADA compliant) available with valves and faucet/spouts that conform with lead free requirements for NSF61, Section 9 and CHSC 116875.

1. Air control pushbutton valves using atmospheric air; metering non-hold open type. Timing is from 5 to 60 seconds. Air control valves can be remotely located up to 10 feet from the operating pushbutton.
2. Electronic valve system using Modular Valve Controller for water metering through precise electronic control of a solenoid valve. Valve timing is from 1 second to 9 minutes. Modular Valve Controller can be remotely located up to 100 feet from the operating pushbutton.
3. Centerset with gooseneck spout and wrist blade handles, suffix -CSG.

Regularly furnished are angle braces and fasteners. Mounting screws and anchor shields are furnished by others.

GUIDE SPECIFICATION

Provide and install an Acorn Dura-Ware, 18" wide ADA Compliant Lavatory (specify model number and options). Fixture shall be fabricated from heavy gage, type 304 stainless steel. Construction shall be seamless welded with a satin finish exterior. Lavatory deck shall have an integral air-circulating, self-draining soap dish. Lavatory angle braces and fasteners shall be furnished by manufacturer. Installation shall be made in accordance with manufacturer's recommendation and details. Units to conform with ANSI, UFAS and ADA requirements for accessibility.



Dura-Ware® 1953: 18" Lavatory - ADA Compliant

WALL THICKNESS AND TYPE (Must Specify)

Thickness _____ Type: ☐ Concrete ☐ Block ☐ Steel

MODEL NUMBER AND OPTIONS SELECTION

BASE MODEL NUMBER

☒ 1953 18" x 22" ADA Compliant Lavatory

FIXTURE MOUNTING AND WASTE (Must Specify)

☒ -1 Off-Floor, Wall Outlet

BUBBLER OR SPOUT SELECTION (Must Specify)

☐ -CSG Centerset with Gooseneck Spout and Wrist Blade Handles

☒ -DMS Deck Mounted Spout

VALVE SELECTION (Must Specify)

☐ -03-M Air-Control, Single Temp, Metering

☐ -04-M Air-Control, Hot & Cold, Metering

☒ -9 Without Valves

(Must Specify Deck Punching)

☐ -MVC1 Time-Trol - Single Temp

☐ -MVC2 Time-Trol - Hot & Cold

☐ -PPZ1 Programmable Piezo Button - Single Temp

w/ 9VDC Plug-In Transformer

☐ -PPZ2 Programmable Piezo Button - Hot & Cold

w/ 9VDC Plug-In Transformer

DECK PUNCHING

Must specify when indicating -09 Without Valves option, Ø1-5/16" holes provided.

☒ -H1 Single Hole, On Center

☐ -H24 4" Centerset; Two Holes

☐ -H34 4" Centerset; Three Holes

☐ -H28 8" Centerset; Two Holes*

☐ -H38 8" Centerset; Three Holes*

* Eliminates soap dish when selected.

LAVATORY WASTE OPTIONS

☐ -GE Grid Strainer w/Close Elbow 1-1/4"

☒ -GT Grid Strainer w/Tailpiece 1-1/4"

☐ -OF Lavatory Overflow

☒ -TPT Tubular P-Trap 1-1/4" x 1-1/2"

PRODUCT OPTIONS

☐ -BRS Brass Body Valve

☐ -EE Elbow Enclosure

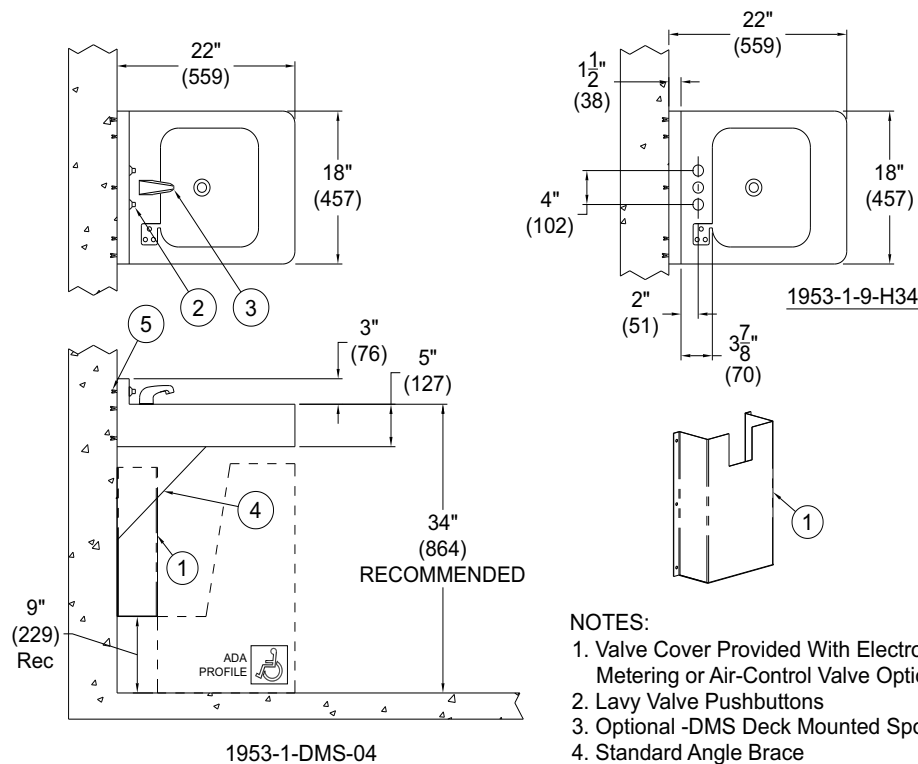
☐ -EG Enviro-Glaze Color, Specify: _____

☒ -FG 14 Gage Housing

☐ -TE Trap Enclosure

☒ -TF Transformer, 120VAC to 24VAC (-MVC Only)

Please visit www.acorneng.com for most current specifications.



NOTES:

1. Valve Cover Provided With Electronic Metering or Air-Control Valve Options Only
2. Lavy Valve Pushbuttons
3. Optional -DMS Deck Mounted Spout
4. Standard Angle Brace
5. Wall Mounting Anchors (By Others)

Important: Installation instructions and current rough-in are furnished with each fixture. Do not rough in without certified dimensions. Dimensions are subject to manufacturer's tolerance of plus or minus 1/4" and change without notice. Acorn assumes no responsibility for use of void or superseded data. © Copyright 2009 Acorn Engineering Company

Selection Summary Model No. & Option _____ Quantity _____	Approved for Manufacturing Company _____ Title _____ Signature _____ Date _____
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SINGLE BASIN METERING

Z86300-XL

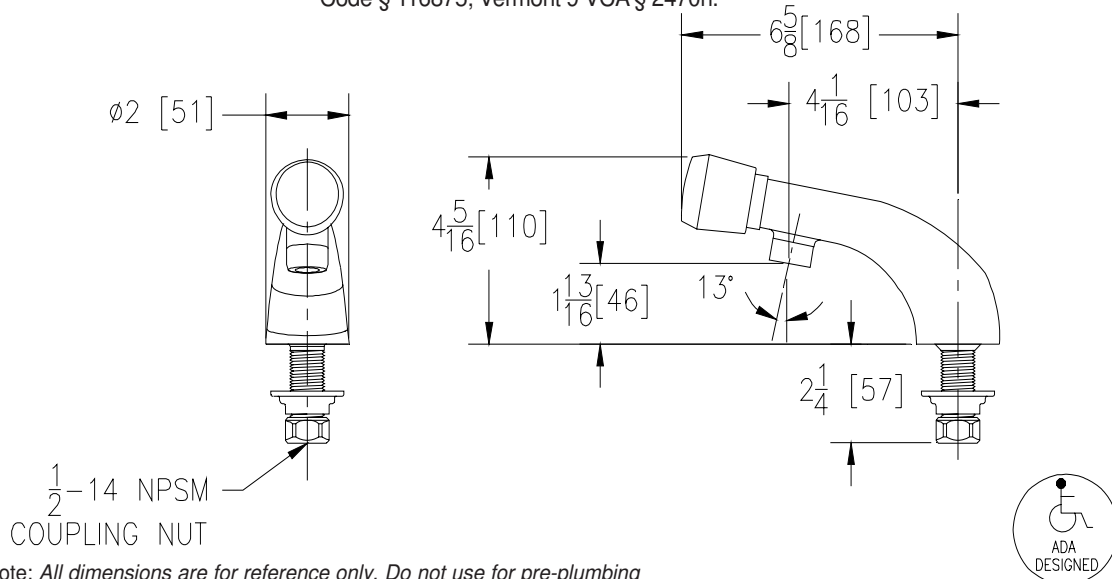
TAG _____



Engineering Specifications: Zurn AquaSpec® Z86300-XL

Polished chrome-plated single lavatory, slow-closing metering faucet with an integral shank, a 4-1/8" [105mm] long integral cast spout, and vandal resistant color-coded metal handle. Easy adjustable cycle time, preset to 10 seconds at 80 PSI. Unit is furnished with a water-conserving aerator which reduces flow to .25 GPC [.95 L] (complying with ANSI A112.18.1 Standard for flow), integral shank filter, mounting hardware, a 1/2" NPSM coupling nut for a standard lavatory riser. Requires less than 5 pounds force to activate per ANSI A117.1.

Zurn Lead Compliant* "XL" products are a line of durable, high quality brass faucets and fixtures that are designed and manufactured to comply with state laws and local codes that mandate lead content levels. Zurn "XL" products are manufactured with *not more than 0.25% lead content when used with respect to wetted surfaces of pipes and pipe fittings, plumbing fitting and fixtures: California Health & Safety Code § 116875; Vermont 9 VCA § 2470h.



Note: All dimensions are for reference only. Do not use for pre-plumbing

OPTIONAL ACCESSORIES

Suffix	Description
___-CS	Check Stops
___-G	1-1/4" [32mm] Grid Strainer Drain
___-GH	1-1/4" [32mm] Offset Handicap Grid Drain
___-IN	Institutional Handle - Tamper-Proof and Vandal-Resistant
___-MY	Mixing Yoke
___-MYCS	Mixing Yoke with Check Stops
___-PT	1-1/4" [32mm] Cast Brass P-Trap with a 7-1/2" [191mm] Long 17-Gauge Wall Bend
___-3M	0.5 GPM [1.9 L] Vandal-Resistant Pressure Compensating Male Spray Outlet
___-16M	1.0 GPM [3.8 L] Vandal-Resistant Pressure Compensating Male Spray Outlet
___-21M	1.0 GPM [3.8L] Male Laminar Flow Outlet
___-22M	1.0 GPM [3.8L] Vandal-Resistant Male Laminar Flow Outlet
___-24M	0.35 GPM [1.3 L] Pressure Compensating Male Spray Outlet
___-25M	0.35 GPM [1.3 L] Vandal-Resistant Pressure Compensating Male Spray Outlet

ZURN INDUSTRIES, LLC ♦ COMMERCIAL BRASS OPERATION ♦ 2640 SOUTH WORK STREET ♦ FALCONER NY 14733

Phone: 1-800-997-3876 ♦ Fax: 1-919-775-3541 ♦ www.zurn.com

In Canada: ZURN INDUSTRIES LIMITED ♦ 3544 Nashua Drive ♦ Mississauga, Ontario L4V1L2 ♦ Phone: 905/405-8272 Fax: 905/405-1292



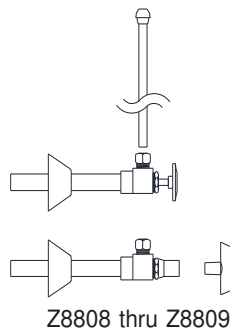
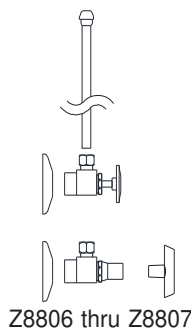
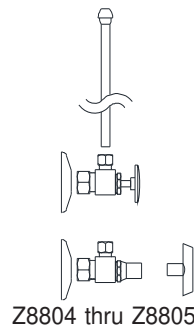
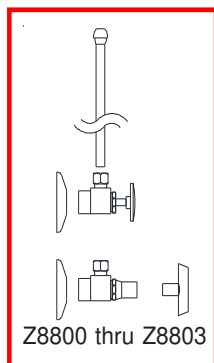
STANDARD STOP WITH FLEXIBLE LAVATORY SUPPLY

Z8800-XL-LR-PC TO Z8809-XL-LRLK-PC

TAG

Engineering Specification: Zurn Z8800-XL-LR-PC to Z8809-XL-LRLK-PC Two Zurn chrome plated, solid brass angle stops with round wheel handles or loose key as specified, two 12"[305mm] flexible chrome plated copper lavatory risers complete with two chrome plated steel flanges. Z8808-XL-LR-PC to Z8809-XL-LRLK-PC include 5"[127mm] chrome plated copper extension tubes and deep bell steel flanges.

Zurn Lead Compliant* "XL" products are a line of durable, high quality brass faucets and fixtures that are designed and manufactured to comply with state laws and local codes that mandate lead content levels. Zurn "XL" products are manufactured with *not more than 0.25% lead content when used with respect to wetted surfaces of pipes and pipe fittings, plumbing fitting and fixtures: California Health & Safety Code § 116875; Vermont 9 VCA § 2470h.



PRODUCT NUMBER	CONNECTIONS	EXT.	MASTER CARTON	WEIGHT CARTON	
				LR	LRLK
Z8800-XL-LR-PC	3/8 [10] IPS x 3/8 [10] OD	-	25	24	
Z8800-XL-LRLK-PC	3/8 [10] IPS x 3/8 [10] OD	-	25		25
Z8802-XL-LR-PC	1/2 [13] IPS x 3/8 [10] OD	-	25	24	
Z8802-XL-LRLK-PC	1/2 [13] IPS x 3/8 [10] OD	-	25		25
Z8803-XL-LR-PC	1/2 [13] IPS x 1/2 [13] OD	-	25	24	
Z8803-XL-LRLK-PC	1/2 [13] IPS x 1/2 [13] OD	-	25		25
Z8804-XL-LR-PC	1/2 [13] NOM x 3/8 [10] OD	-	25	24	
Z8804-XL-LRLK-PC	1/2 [13] NOM x 3/8 [10] OD	-	25		25
Z8805-XL-LR-PC	1/2 [13] NOM x 1/2 [13] OD	-	25	24	
Z8805-XL-LRLK-PC	1/2 [13] NOM x 1/2 [13] OD	-	25		25
Z8806-XL-LR-PC	1/2 [13] SWT x 3/8 [10] OD	-	25	24	
Z8806-XL-LRLK-PC	1/2 [13] SWT x 3/8 [10] OD	-	25		25
Z8807-XL-LR-PC	1/2 [13] SWT x 1/2 [13] OD	-	25	24	
Z8807-XL-LRLK-PC	1/2 [13] SWT x 1/2 [13] OD	-	25		25
Z8808-XL-LR-PC	1/2 [13] SWT x 3/8 [10] OD	5	25	28	
Z8808-XL-LRLK-PC	1/2 [13] SWT x 3/8 [10] OD	5	25		33
Z8809-XL-LR-PC	1/2 [13] SWT x 1/2 [13] OD	5	25	28	
Z8809-XL-LRLK-PC	1/2 [13] SWT x 1/2 [13] OD	5	25		33

SUFFIXES

*REGULARLY FURNISHED UNLESS OTHERWISE SPECIFIED

- ☐ -A Single supply option
- ☐ -C1 Standard Line Lock Shield Cap
- ☐ -CE Chrome Plated, Cast Brass, Flange with setscrew
- ☐ -D Chrome Plated Steel, Deep Bell Flange (Bell Type)
- ☒ -XP Cross Handle

- ☐ - 3 3[76] Nipple
- ☐ - 5 5[127] Nipple
- ☐ -15 15[381] Supply Tube
- ☐ -20 20[508] Supply Tube
- ☐ -30 30[762] Supply Tube
- ☐ -36 36[914] Supply Tube

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Rev. B

Dwg. No. 93347

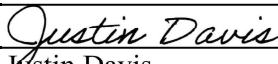
Product No. Z8800-XL-LR-PC to Z8809-XL-LRLK-PC

Date: 8/8/13

EXECUTION OF OFFER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies:

1. It is a responsible company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement. See 2 CFR § 200.318(h).
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Proposer acknowledges that HCDE will rely on such statements, information, and representations in selecting the successful responsible Proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by HCDE and its membership as part of the evaluation.
7. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Proposer.
9. Proposer acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
10. This Agreement is subject to purchase orders duly authorized and executed by HCDE and or CP Member.

CORPORATE NAME:	Construction Masters of Houston, Inc.		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Justin Davis		
TITLE:	President		
DATE:	11/28/23		
ADDRESS:	3908 3rd St.		
CITY, STATE, ZIP CODE:	Pearland, TX 77581		
PHONE:	281-997-2640	FAX:	281-485-4702
EMAIL ADDRESS:	justin@cmhou.com		
WEBSITE URL	www.cmhou.com		

This Section to be Completed by HCDE

Contract Number: 24/018MR-03 Term of contract: 01/17/2024 to 01/16/2025

Vendor shall honor all CP Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

Approved by Harris County Department of Education as a best value, responsible vendor:


Jesus Amezcua (Jan 23, 2024 17:31 CST)

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services

01/17/2024
Board Approval Date

5.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this CSP and are part of the terms and conditions of each Purchase Order, Job Order, or proposal forms issued in connection with this CSP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by HCDE/CP and eliminated from further consideration.

CONTRACT BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND CONSTRUCTION MASTERS OF HOUSTON, INC FOR JOB ORDER CONTRACTING, IDIQ PUBLIC WORK, MINOR CONSTRUCTION, MAINTENANCE, AND RENOVATION WORK

This Contract is entered into between HCDE/CP and Vendor, having submitted a proposal in response to this CSP issued by HCDE/CP and whose proposal has been accepted and awarded by HCDE. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCDE/CP and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

5.1 Definitions

The terms used in this Contract shall have the meanings assigned to them in Section 1.0 Notice of Intent of the CSP.

5.2 Use of Contract by CP members

Vendor agrees and understands that this CSP and Contract may be used to accomplish work for HCDE/CP, a local governmental entity. Vendor further agrees and understands that this CSP and Contract may also be utilized by CP members pursuant to the piggyback method, as contemplated in the U.S. Department of Agriculture Memorandum SFSP02-2017. Vendor agrees and understands that CP members include “school food authorities,” as that term is defined by USDA/TDA.

5.3 Contract Terms; Amendment

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor’s Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the CP member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.4 Term of Contract; Renewal of Contract

The initial term of this Contract is for a period of one (1) year, with HCDE/CP having the option to renew the Contract for three (3) additional one-year terms, at HCDE’s sole discretion, unless otherwise specified in **Section 6.0 Scope of Proposal**. Consequently, the total term of the Contract may be for a period of **four (4)** years. The phrase “Term” in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

5.5 Termination of Contract; Survival

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of HCDE/CP and Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by HCDE and/or CP members and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a CP member, all terms of this Contract shall continue to apply to the Supplemental Contract.

In the event of a breach or default of the Contract and/or the CSP by Vendor, HCDE/CP reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of HCDE/CP and/or CP members. HCDE/CP further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the CSP, this Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the CSP. HCDE/CP also reserves the right to terminate the Contract immediately, with written notice to Vendor, if HCDE/CP believes, in its sole discretion that it is in the best interest of HCDE/CP and/or CP members to do so.

In the event that a material change to the terms of the Contract occurs, then the Contract shall be allowed to expire and shall not be renewed upon the conclusion of the Contract's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor. Upon the expiration of the Contract's term, HCDE/CP may issue a new CSP for the goods or services procured under the previous contract.

Vendor agrees that HCDE/CP shall not be liable for damages in the event that HCDE/CP declares Vendor to be in default or breach of this Contract and/or the CSP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

5.6 **Prevailing Wage Rates – Construction / public works projects only**

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, TEX. GOV'T. CODE Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the DAVIS-BACON ACT. In the event TEX. GOV'T. CODE Chapter 2258 applies to a product or service provided by Vendor to HCDE/CP or a CP member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by HCDE/CP or the CP member.

5.7 **Change Orders**

Pursuant to TEX. EDUC. CODE § 44.0411(a), for HCDE/CP and CP members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Purchase Order or Job Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the CP member may approve change orders making the changes. The total Purchase Order or Job Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The CP member may grant general authority to an administrative official to approve the change orders. A Purchase Order or Job Order with an original contract price of \$1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order or Job Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

5.8 **Compliance with Laws**

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5); the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of \$10,000); the Education Department General Administrative

Regulations (“EDGAR”)/Uniform Guidance (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to HCDE/CP and/or CP members, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with HCDE/CP if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the CP member at cost as part of the Purchase Order, unless the permits are provided by the CP member. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the CP member’s Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. The states of individual CP members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state’s requirements. When required or requested by HCDE/CP or a CP member, Vendor shall furnish HCDE/CP and/or the CP member with satisfactory proof of Vendor’s compliance with this provision.

5.9 **Confidentiality**

Vendor and HCDE/CP agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and HCDE/CP understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that HCDE/CP and numerous CP members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability HCDE/CP and CP members, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, HCDE, or a CP member and determined by HCDE/CP or the CP member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

5.10 **Performance and Payment Bonds – Construction / public works projects only**

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order or Job Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. TEX. GOV’T. CODE §§ 2253.001(4); 22269.411. Pursuant to TEX. GOV’T. CODE § 2253.021, a performance bond is required if a Purchase Order is in excess of \$100,000 for CP members that are governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order or Job Order is in excess of \$25,000 for CP members that are governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Purchase Order or Job Order is in excess of \$50,000 for CP members that are governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the TEX. TRANSP. CODE.

5.11 **Title and Risk of Loss**

Whenever HCDE/CP or a CP member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of HCDE/CP or the CP member’s acceptance of the product or payment of the applicable invoice.

5.12 **Warranty Conditions**

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE’s or the CP member’s acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including,

without limitation, those detailed in the CSP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the CSP, or Purchase Order.

5.13 Criminal History Review

Section 10.0 Attachment—Ch. 22 Contractor Certification: Contractor Employees (Required) must be submitted with packet, if applicable.

Prior to commencing any work under the Contract, if Vendor contracts with HCDE/CP member to provide services, Vendor must comply with all requirements relating to criminal history information required by TEX. EDUC. CODE Chapter 22. Vendor must also ensure subcontractors' compliance with TEX. EDUC. CODE, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at HCDE/CP member locations; Vendor and any subcontracting entity may not permit a "covered employee" to provide services at a school if the employee has a "disqualifying criminal history" (as those terms are defined within the form). If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify HCDE/CP member in writing within three (3) business days. If HCDE/CP member, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE/CP member through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on HCDE/CP member's project/contract. The criminal history record information review obligation applies if Vendor contracts with HCDE/CP member to provide services; it does not apply to a contract for the purchase of goods or real estate.

5.14 Customer Support

Vendor shall provide timely and accurate technical advice and sales support to HCDE/CP staff, and CP members. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to HCDE/CP staff and/or CP members regarding products and/or services supplied by Vendor, at no additional charge, if requested by HCDE/CP or a CP member.

5.15 HCDE/CP and/or CP Members' Property

In the event of loss, damage, or destruction of any property owned by or loaned by HCDE/CP or a CP member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify HCDE/CP or the CP member and pay to HCDE/CP or the CP member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of HCDE's or the CP member's determination of the amount due. If Vendor fails to make timely payment, HCDE/CP or the CP member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by HCDE/CP or the CP member.

5.16 Tax Exempt Status

HCDE/CP and all CP members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE§ 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of CP members in states other than Texas. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. HCDE/CP and CP members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

5.17 Other State Tax Requirements

5.17.1 Payment of Taxes by CP members Outside of Texas

CP members outside of Texas will pay only the rate and/or amount of taxes identified in Vendor's proposal submitted in response to the CSP as appropriate to the specific CP member.

5.17.2 State and Local Transaction Privilege Taxes

The CP member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from HCDE/CP and/or the CP member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

5.18 State of Texas Franchise Tax

By submitting a proposal in response to the CSP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

5.19 Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold HCDE/CP and the CP member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

5.20 IRS W-9

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the CP member.

5.21 Assignment of Contract

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HCDE/CP and, if applicable, the CP member.

5.22 Notification of Material Change

Vendor is required to notify HCDE/CP when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

5.23 Performance

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order, or Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

5.24 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to HCDE/CP and CP members for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between HCDE/CP and any such subcontractor, nor shall it create any obligation on the part of HCDE/CP or CP members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

If Vendor uses subcontractors in the performance of any Purchase Order or Job Order issued as a result of a Job Order Contract awarded via this procurement solicitation, subcontractors must issue their Job Order Quotes using the same pricing method(s) outlined in the procurement solicitation and according to Texas Government Code Chapter §2269, Subchapter I, Job Order Contracts Method.

5.25 Non-Appropriation

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on HCDE/CP or any CP member by this Contract, HCDE/CP and CP members shall have the right to terminate this Contract, any Supplemental Contract, Purchase Order, and/or Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of HCDE/CP or any CP member if it is determined by HCDE/CP or any CP member, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, any Purchase Order, and/or any Job Order are commitments of the current revenue of HCDE/CP and CP members only.

5.26 **Ordering Procedures**

Purchase Orders/Job Orders are issued by HCDE/CP and/or CP members to the Vendor according to this Contract and any Supplemental Contract between HCDE/CP and the CP member. CP members must send Purchase Orders/Job orders to HCDE/CP, unless otherwise stipulated by HCDE/CP. HCDE/CP may request confirmation of receipt of the Purchase Order/Job Order from Vendor.

HCDE/CP also may elect to require e-commerce functionality, in which Purchase Orders/Job Orders are sent directly to Vendor and reported by the CP member to HCDE/CP on a specified basis. The e-commerce approach must be approved by HCDE/CP prior to the start date of any Term of the Contract.

5.27 **Invoices; Payments**

5.27.1 **Invoice Submission**

Vendor shall submit invoices, in duplicate, directly to HCDE/CP or the CP member at the appropriate location(s) specified by HCDE/CP or the CP member. Each invoice shall include HCDE's or the CP member's Purchase Order/Job Order number and HCDE/CP Contract Number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during HCDE's or the CP member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of HCDE's or the CP member's receipt shall be made available upon request by HCDE/CP or the CP member.

5.27.2 **Invoice Payment**

HCDE/CP or the CP member will make payments directly to Vendor. HCDE/CP or the CP member placing the Purchase Order/Job Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. Neither HCDE/CP nor any CP member shall be liable for the indebtedness of any one CP member.

5.27.3 **Payment Terms**

TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by HCDE/CP and any CP member whose governing body meets only once a month or less frequently, within forty-five (45) days after the later of the following: (1) the date HCDE/CP or the CP member receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HCDE/CP or the CP member receives an invoice for the products or service. For CP members whose governing bodies meet more than once a month or more often, payments are due by those CP members within thirty (30) days after the later of the following: (1) the date the CP member receives product(s) under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the CP member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of the payment received from HCDE/CP or the CP member not later than the tenth (10th) day after the date the Vendor receives the payment from HCDE/CP or the CP member.

The exceptions to payments made by HCDE, a CP member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

5.27.4 Remedies

In addition to all other rights and remedies that HCDE may have, HCDE shall have the right to setoff, against any and all amounts due to Vendor by HCDE, whether due under this Contract or any other agreement between HCDE (including any division of HCDE) and Vendor, any sums for which HCDE is entitled to under this Contract, as determined by HCDE in its sole discretion, including, without limitation, sums due by Vendor to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE/CP Administrative Fee(s).

5.28 Reporting

The Vendor shall provide HCDE/CP with a detailed monthly report showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel format, in the format and with the information specified by HCDE/CP. Reports are due on the fifteenth (15) day of the month, after the close of the previous month and shall provide information regarding Purchase Orders/Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all CP members and submitting one (1) consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order/Job Order, Purchase Order/Job Order number, CP member name, city/town, and Purchase Order total dollar amount.

The Vendor shall provide HCDE/CP with velocity/usage reports within five (5) business days of any request by HCDE/CP for such reports.

Reports shall be submitted in an electronic format to facilityreporting@choicepartners.org.

5.29 Pricing Changes

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. In the event Proposer's prices will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All pricing submitted to HCDE/CP in Vendor's proposal shall include the administrative fee to be remitted to HCDE/CP by Vendor. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CP. For all pricing changes, including at renewal and during the Term, all price changes shall be presented to HCDE/CP for acceptance or rejection by HCDE/CP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by HCDE/CP prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- 5.29.1** justification for change/increase
- 5.29.2** terms and conditions
- 5.29.3** market conditions
- 5.29.4** manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

5.30 HCDE/CP Administrative Fee

HCDE/CP will invoice Vendor for the HCDE/CP Administrative Fee of 2%. HCDE/CP reserve the right to decrease the Administrative Fee at any time, upon notice to Vendor. The invoice for the Administrative Fee will be based on total sales made through this Contract. Vendor shall remit payment of the HCDE/CP Fee to HCDE/CP no later than thirty (30) days following the end of the month. Failure to pay the HCDE/CP Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in HCDE/CP suspending or terminating this Contract. Vendor shall honor and pay HCDE/CP the HCDE/CP Administrative Fee for any sales resulting from this Contract that occurred within thirty (30) days of the expiration or termination of this Contract.

All rebates, discounts, and other applicable credits granted by Vendor as a result of any Supplemental Contracts entered into between Vendor and CP members shall accrue exclusively to CP member(s).

5.31 **Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to HCDE/CP and/or CP members under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by HCDE/CP and CP members for a period of not less than three (3) years from the date of completion of the service(s), receipt of product(s), the date of the receipt by HCDE/CP or the CP member of Vendor's final invoice or claim for payment in connection with this Contract, or the date HCDE/CP or the CP member makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **Right to Review, Audit and Inspect**

HCDE/CP, CP members, any federal agency that has awarded federal funds/grant(s) to HCDE/CP or a CP member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders and/or Job Orders resulting from this Contract and records which may have a bearing on matters in connection with the Vendor's work for HCDE/CP and/or CP members, and shall be open to inspection and subject to audit/review and/or reproduction by HCDE/CP, CP member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

5.32.1 Vendor's compliance with this Contract and the requirements of the CSP.

5.32.2 Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices and the appropriate Unit Price Book for JOC work performed for HCDE/CP and/or CP members.

5.32.3 Compliance with provisions for computing billings to HCDE/CP and/or to CP members.

5.32.4 Any other matter related to this Contract.

5.33 **Indemnification**

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE/CP AND EACH CP MEMBER, INCLUDING HCDE'S AND CP MEMBERS' TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY HCDE/CP OR THE CP MEMBER.

5.34 **Governing Law and Exclusive Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving HCDE/CP must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas. Any dispute not involving HCDE/CP but involving a CP member and Vendor shall be governed by the laws of the state of the CP member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the CP member.

5.35 **Multiple Contract Awards; Non-Exclusivity**

HCDE/CP reserves the right to award multiple contracts under the CSP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of HCDE/CP. HCDE/CP will base a recommendation for contract award, including whether to award a single or multiple contracts, based on the evaluation factors listed in this RFP; contracts will be awarded to proposers with a minimum score of 70 to be considered for award. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to HCDE/CP and/or CP members. During the Term of this Contract, HCDE/CP and CP members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.36 **New Products**

New products that meet the specifications detailed in the CSP may be added to this Contract, with prior written approval from HCDE/CP. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the CSP. No products may be added to avoid competitive procurement procedures. HCDE/CP may reject any proposed additions, without cause, in its sole discretion.

5.37 **No Substitution; Product Recall**

Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and the CSP. Vendor shall not deliver substitutes without prior written authorization from HCDE/CP or the CP member.

If a product recall is instituted on any good that has been furnished and delivered to HCDE/CP or any CP member, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the purchasing agent of HCDE/CP and the purchasing CP member by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Director of Purchasing of HCDE/CP and the purchasing CP member. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

5.38 **Penalties**

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the CSP, or a Supplemental Contract, HCDE/CP or the CP member may take the following action(s), in the sole discretion of HCDE/CP or the CP member, and Vendor agrees to comply with the chosen action(s):

- 5.38.1 Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal or the Supplemental Contract, as applicable;
- 5.38.2 Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by HCDE/CP or the CP member;
- 5.38.3 Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
- 5.38.4 Recommend to HCDE Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to HCDE/CP and/or that this Contract be terminated.

5.39 **Promotion of Contract Marketing Plan**

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. HCDE/CP may only supply Vendor with CP members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of HCDE/CP and Vendor's company, product, and/or services shall be at HCDE/CP's sole discretion. Encouraging CP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CP seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CP and obtain written approval before Vendor finalizes or publishes promotional

material bearing the HCDE/CP or HCDE/CP name or seal. Vendor may not release any press release or other publication regarding this Contract or HCDE/CP unless and until HCDE/CP first approves the press release or publication in writing.

5.40 Website Support

Vendor agrees to cooperate with HCDE/CP in publicizing contract particulars on the CP website. Vendor also agrees to work with HCDE/CP in updating and maintaining current information on Vendor activities related to the Contract on the CP website. Vendor agrees to provide an electronic version of its logo for use on the CP website upon Contract award and provide other information as reasonably requested by HCDE/CP to help ensure that the CP website is current and consistently updated.

5.41 Safety

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by HCDE/CP, CP members, and by the Occupational Safety and Health Administration (“OSHA”). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by HCDE/CP or CP members. Vendor shall indemnify and hold HCDE/CP and/or the CP member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor’s obligations under this provision.

5.42 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor’s employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE/CP and CP members’ property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE/CP and CP members’ property.

5.43 Supplemental Contracts

A CP member and Vendor may enter into a separate, Supplemental Contract. Any Supplemental Contract developed as a result of this Contract and/or the CSP is exclusively between the CP member and Vendor and shall have no effect or impact on HCDE, any other CP member, or this Contract. Any Supplemental Contract between Vendor and a CP member is exclusively between that specific CP member and Vendor and will be subject to immediate cancellation by the CP member (without penalty to the CP member) if, in the opinion of the CP member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Vendor shall promptly notify HCDE/CP of any Supplemental Contract executed between Vendor and a CP member.

5.44 Insurance

Vendor is required to provide HCDE/CP and/or the CP member with copies of certificates of insurance, naming HCDE/CP and/or the CP member as additional insured’s for Texas Workers Compensation and General Liability Insurance, within 14 business days of contract award and prior to the commencement of any work under this Contract and shall be emailed to insurance@choicepartners.org. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE/CP and/or the CP member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which the CP member is located, and shall be acceptable to HCDE/CP and/or the CP member. Vendor shall give HCDE/CP or the CP member a minimum of ten (10) days’ notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. If the CP member has higher insurance requirements than those listed below, such may be added to the Purchase Order. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor’s liability.

All policies of insurance shall waive all rights of subrogation against HCDE, CP members, and HCDE/CP and CP members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to HCDE/CP and/or to CP members.

HCDE/CP and the CP member, as requested, shall be named as an "additional insured" on insurance policies except worker's compensation.

HCDE/CP and the CP member reserve the right to require additional insurance should HCDE/CP or the CP member deem additional insurance necessary, in their sole discretion.

5.44.1 Workers Compensation

Workers Compensation (with waiver of subrogation to HCDE/CP and the CP member) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.

5.44.2 Statutory and Bodily Injury by Accident

\$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee.

5.44.3 Commercial General Liability

Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. \$300,000 each occurrence Limit Bodily Injury and Property Damage combined. \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate. \$300,000 Personal and Advertising Injury Limit.

5.44.4 Automobile Liability Coverage

\$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

5.45 Participation in HCDE/CP

Vendor acknowledges and agrees that continued participation in the HCDE/CP cooperative purchasing program is subject to HCDE/CP's sole discretion and that Vendor may be removed from the HCDE/CP program at any time, with or without cause, in HCDE/CP's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order/Job Order. Nothing in this Contract or in any other communication between HCDE/CP and Vendor may be construed as a guarantee that HCDE/CP or CP members will submit any Purchase Order/Job Order to Vendor at any time.

5.45.1 HCDE Participation Requirements

At a minimum, to continue participation in the HCDE/CP cooperative purchasing program, Vendor must:

- a. Submit detailed monthly reports of all sales activity (such report is required even if there is no sales activity for a given month);
- b. Timely remit Administrative Fee(s) to HCDE/CP;
- c. Market Choice Partners, including inclusion of CP seal on Vendor's website, development and execution of marketing plan, and participation in at least 3 of marketing events (such as trade shows and conferences) annually;
- d. Maintain a minimum annual sales activity of \$15,000;
- e. Completion of all required forms (such as Form 1295, EDGAR Certifications, etc.); and
- f. Maintain required insurance and submit updated certificate(s) to CP annually

5.46 No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of HCDE/CP and CP members, is an independent contractor, and is not an employee, agent, joint venturer, or partner of HCDE/CP or any CP member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE/CP and Vendor, any CP member and Vendor, HCDE/CP and any of Vendor's agents, or any CP member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE/CP or any CP member, and HCDE/CP and HCE members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture,

nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that HCDE/CP and CP members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

5.47 Equal Opportunity

It is the policy of HCDE/CP not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

5.48 Force Majeure

Neither HCDE, any CP member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CP member, or Vendor's control.

HCDE, CP members, and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HCDE, CP members, and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, HCDE/CP shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of HCDE's or CP members' contractual, legal, or equitable rights.

5.49 Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.50 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

5.51 Entire Agreement

The Contract, the CSP, Vendor's proposal submitted in response to the CSP, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the CSP or Vendor's proposal submitted in response to the CSP, this Contract shall control. In the event of a conflict between the CSP and Vendor's proposal submitted in

response to the CSP, the CSP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order/Job Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract between Vendor and the CP member may be established to further detail the terms and conditions of the CP member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to HCDE, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the CP member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise.

5.52 **Interpretation**

Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

5.53 **Notice**

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

5.54 **Captions**

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

5.55 **Authorized Distributors/Order Fulfillers**

"Authorized Distributors/Order Fulfillers" means an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller, franchisee, or other person or entity designated or directed by Vendor to provide products or services in performance of, related to, or in support of the Contract and/or a Supplemental Contract issued pursuant to the Contract. HCDE agrees to permit Vendor to utilize Authorized Distributors/Order Fulfillers designated by Vendor to provide service, sales and support to HCDE and CP members under the Contract.

5.55.1 **Vendor Responsibility**

Vendor may designate Authorized Distributors/Order Fulfillers to act as the distributors for products and services available under the Contract. Vendor shall provide HCDE with the following Authorized Distributor/Order Fulfiller information: Authorized Distributor/Order Fulfiller's name, business address, and contact person email address and phone number. Vendor may add or delete Authorized Distributors/Order Fulfillers throughout the term of the Contract upon written authorization by HCDE/CP.

5.55.2 **HCDE/CP Determination**

HCDE reserves the right to require Vendor to rescind any Authorized Distributor/Order Fulfiller's participation relating to the Contract or to request that Vendor name additional Authorized Distributors/Order Fulfillers should HCDE determine either is in the best interest of HCDE and/or CP members.

5.55.3 **Compliance**

Vendor shall ensure that its Authorized Distributors/Order Fulfillers legally agree to comply with the terms and conditions of the Contract, including, without limitation, the pricing, purchase order, invoice and payment, CP Administrative Fee, and warranty provisions therein. When an Authorized Distributor/Order Fulfiller acts as the distributor for products and services available under the Contract, the Authorized Distributor/Order Fulfiller shall be liable and responsible for the fulfillment of the obligations under the Contract and any Supplemental Contract entered into between the Authorized Distributor/Order Fulfiller and purchasing CP member as well as all other obligations imposed on "Vendor" under the Contract.

5.56 **USDA/TDA Special Terms and Conditions**

The following terms and conditions apply to all procurements and purchases involving federal School Nutrition Program funds. In the event of a conflict or inconsistency between the following terms and conditions and any provision of the Agreement, the procurement solicitation issued by HCDE, or the portion of Vendor's proposal submitted in response to HCDE's procurement solicitation that is satisfactory to HCDE, the following terms and conditions shall control.

5.56.1 **Market Basket Analysis**

HCDE/CP reserves the right, in its sole discretion, to use a "Market Basket Analysis" method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the Contract. The most recent velocity/sales report(s) from HCDE/CP's current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, this list of [100] goods to be purchased under this procurement solicitation and any resulting Contract includes the top [60] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [40] goods listed in this procurement solicitation should also be included, though they will not be a part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

5.56.2 **Material Change**

If a material change (as the term is defined by TDA rules and regulations) to a contract entered into between HCDE/CP and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, HCDE/CP may issue a new RFP for the goods or services procured under the previously-existing contract. Material change for purposes of this Section 5.56.2 means a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor.

5.56.3 **Supplemental Contracts**

Supplemental Contracts are entered into pursuant to the piggyback method delineated in the U.S. Department of Agriculture directive SFSP02-2017. Should the "piggybacking" result in a material change to the Contract, HCDE/CP will proceed under Section 5.56.2 of this RFP

5.56.4 **New Products**

During the Term of a Contract awarded under this RFP, additional purchases not included in the original RFP list and resulting awarded contract may become necessary and benefit HCDE/CP members. Vendor and HCDE/CP agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 10% of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed in the Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded as a result of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this RFP, Vendor and HCDE/CP agree that the total value of the Contract shall be \$200 Million. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Contract renewal term.

5.56.5 **Bonds**

Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

5.56.6 **Use by Other Governmental Entities**

In the event that HCDE/CP allows other governmental entities to "piggyback" onto any existing contract between HCDE and Vendor entered into pursuant to this procurement solicitation, Vendor agrees and understands that such other governmental entities may include "school food authorities," as that term is defined by USDA/TDA. Should the "piggybacking" result in a material change to the Agreement for

purposes of USDA/TDA purchases, HCDE/CP will proceed under the foregoing section entitled “Material Changes.”

5.56.7 No Guarantee of Quantities

Quantities for purchases paid for with School Nutrition Program funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

5.56.8 Buy American Act

The Buy American Act, set forth in 7 C.F.R. Part 210.21(d), requires that participants in the National School Lunch Program and School Breakfast Program use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. 7 CFR Part 210.21(d) defines a “domestic commodity or product” as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Because many HCDE/CP members participate in the National School Lunch Program and School Breakfast Program, HCDE/CP requires Vendor to certify whether its products are “domestic commodities or products”, as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification and any necessary documentation requested by HCDE/CP member that the food product was processed in the U.S. and the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to HCDE/CP members. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 C.F.R. 210.21(d). “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. When USDA Foods items are manufactured into processed end products, 51% of resulting food products must be of United States origin.

Vendor certifies that Vendor shall provide food products that meet the Buy American provision. Vendor further certifies that, in compliance with the Buy American provision, its products are “domestic commodities or products” as defined by 7 C.F.R. § 210.21(d). Vendor further certifies that the food products it supplies are processed in the U.S. and Vendor shall certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the District.

If Vendor is repetitively unable to provide domestic food products, HCDE/CP member may require Vendor to provide evidence that Vendor is capable of fulfilling the terms and conditions of the Contract and specifically, the Buy American provision. If HCDE/CP member determines that Vendor is not capable of fulfilling the terms and conditions of the Contract and/or specifically, the Buy American provision, HCDE/CP member may terminate its Contract with Vendor. Vendor shall provide documentation that demonstrates that food products meet the Buy American provision.

Vendor must notify the District if a delivery contains non-domestic products, so the District may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by the CP member, upon request, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. The District must determine that the use of a non-domestic food product is appropriate, using the USDA-prescribed questions in making the decision. See “Requirements for an Exception,” ARM Section 17b Buy American, at p. 19 (August 12, 2020). Vendor agrees to provide information to the District that will assist the District in this determination. The decision to purchase or accept delivery of a non-US product must be made by the District. Vendor agrees to comply

with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning Buy American provision exceptions.

Vendor further agrees to provide HCDE/CP members with documentation verifying that a domestic product is not available and the cost range is reasonable within a reasonable time upon request by HCDE/CP members.

In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, HCDE/CP members may decide not to purchase from Vendor and/or HCDE/CP may terminate the Contract if Vendor is incapable of fulfilling the terms and conditions of the Contract, including the Buy American requirements.

Additionally, HCDE/CP members may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement.

5.56.9 Records Retention

When school nutrition program funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements promulgated by USDA/TDA. Vendor further certifies that Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to appropriate HCDE/CP member and federal or state reviewers. See TDA ARMS Manual, 17.107.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 03/28/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Discuss the City Manager's restructuring plan for departments of the City.

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City's Senior Management Team has discussed the importance of preparing this organization for succession planning and future leadership within the City. As the City continues to move into the future, City Manager Morad Kabiri believes that it is extremely important to ensure that institutional knowledge and the opportunity for advancement is in place, in order to retain the organization's existing talent.

As a part of the City Manager's goal to retain quality employees, he is proposing a restructuring plan as detailed in the attached organizational chart and includes the following:

- The upgrade of the position of Assistant City Manager to Deputy City Manager,
- The creation of two (2) new positions of Assistant City Manager,
- A title change from Director of Administrative Services to Director of Finance,
- The upgrade of the position of Deputy Director of the Municipal Court to Director of the Municipal Court, and
- The upgrade of the position of City's Public Information Officer to Director of Communications.

Additionally, on this same agenda, the following two related action items for Council's consideration are included:

- Budget Amendment VI includes the creation of the positions/departments noted above as well as the associated salary adjustments. The adjustments will reflect the budget impact for the balance of the 2023-24 fiscal year, and
- The concurrence of the appointments to the newly created positions.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

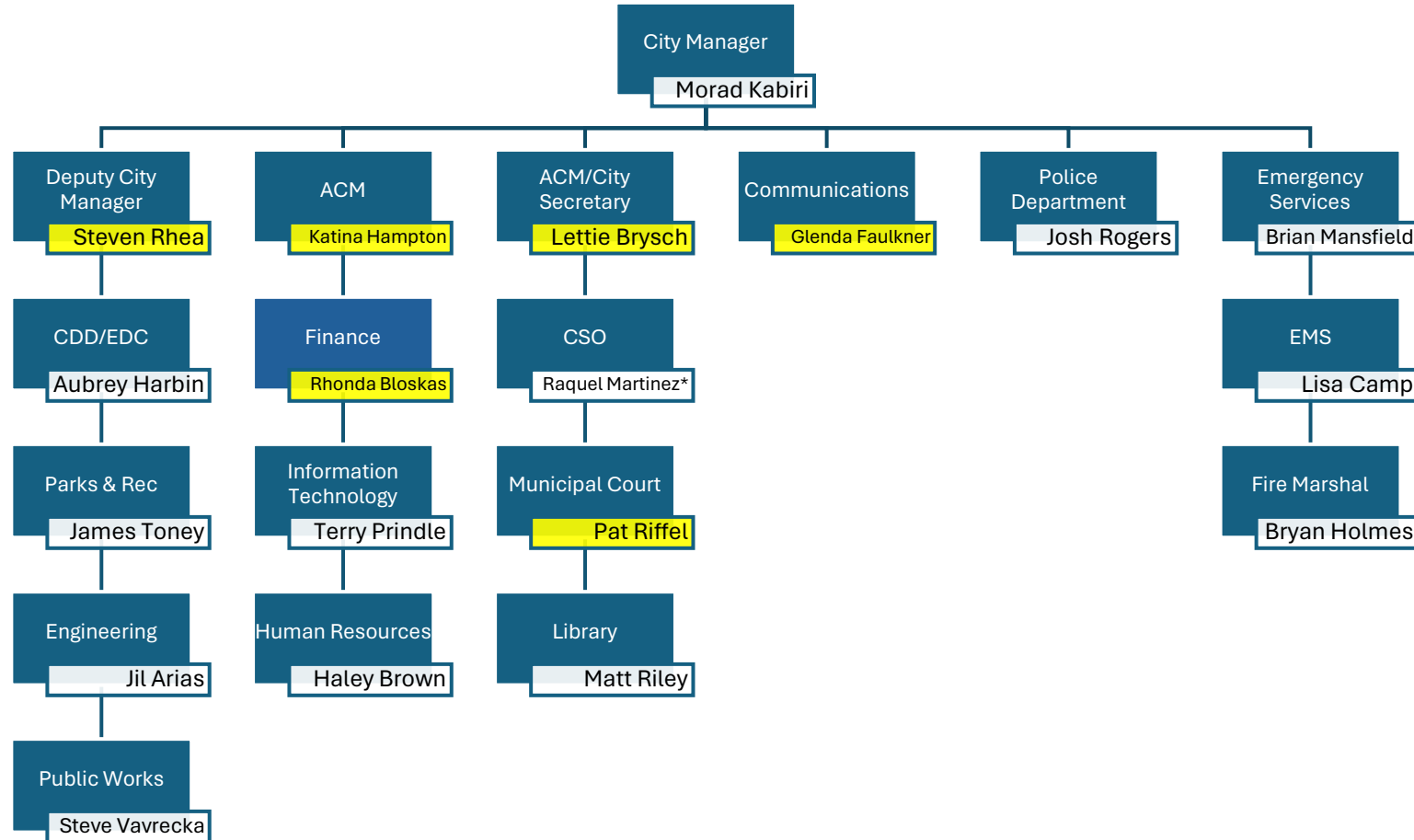
ATTACHMENTS

1. FY24 Proposed Restructuring

Proposed Restructuring

Requires six (6) promotions

* This position would remain Deputy City Secretary



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 03/20/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment VI," which, in part, establishes the Communications Department and the Municipal Court Department, adopts the City Manager's restructuring plan for the administrative services of the City; and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the sixth for fiscal year 2023-2024.

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 details of each accounting transaction.

Of specific note, this ordinance:

- Creates the Communications Department,
- Creates the Municipal Court Department,
- Renames the Administrative Services Department to the Finance Department,
- Upgrades the position of Assistant City Manager to Deputy City Manager,
- Creates two (2) new positions of Assistant City Manager,
- Changes the title of Director of Administrative Services to Director of Finance,
- Upgrades the position of Deputy Director of the Municipal Court to Director of the Municipal Court, and
- Upgrades of the position of City's Public Information Officer to Director of Communications.

*A portion of the salary adjustments related to the City Management, Finance Department, and Communications Department positions included in the restructuring plan will be offset by Water and Sewer Fund indirect cost reimbursement to the General Fund at the end of FY24.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies, limit delays in the progress of capital improvement projects, and create the aforementioned restructuring plan.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. VI
2. FY 24 BA VI Exhibit A 05-06-2024
3. FY 24 BA VI Exhibit B 05-06-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2023-20, PASSED AND APPROVED AUGUST 28, 2023, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2023-24, BY APPROVING "BUDGET AMENDMENT VI" THERETO, WHICH, IN PART, ESTABLISHES THE COMMUNICATIONS DEPARTMENT AND THE MUNICIPAL COURT DEPARTMENT AND ADOPTS THE CITY MANAGER'S RESTRUCTURING PLAN FOR THE ADMINISTRATIVE SERVICES OF THE CITY; 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. 2023-20, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2023-24"; and

WHEREAS, Section 4.05 of the City Charter authorizes the City Council to establish administrative departments, not provided in the Charter, for the organization of administrative services of the City after receiving recommendations from the City Manager; and

WHEREAS, on May 6, 2024, the City Manager presented to the City Council a restructuring plan for the operation of the City's administrative services, which plan included the following:

- a. establishing the following departments:
 - (1) the Communications Department and
 - (2) the Municipal Court Department;
- b. renaming the Administrative Services Department as the Finance Department;
- c. upgrading of the following positions:
 - (1) Assistant City Manager to Deputy City Manager;
 - (2) Deputy Director of the Municipal Court to Director of the Municipal Court, and
 - (3) Public Information Officer to Director of Communications; and
- d. creating two (2) new positions of Assistant City Manager; and

WHEREAS, the City Council desires to establish the aforementioned administrative departments and adopt the City Manager's restructuring plan; and

WHEREAS, Section 8.04 of the City Charter provides for amendments after adoption of the budget; 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, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2023-24; 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. Pursuant to Section 4.05 of the Charter of the City of Friendswood, the City Council establishes the Department of Communications and the Department of Municipal Court of the City of Friendswood as included in the budget amendment adopted in Section 4 hereof.

Section 3. The City Council adopts the City Manager's aforementioned restructuring plan for the administrative services of the City as included in the budget amendment adopted in Section 4 hereof.

Section 4. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" is hereby amended for municipal purposes as shown on "Budget Amendment VI" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" attached hereto. Said Budget Amendment VI is 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 5. 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 6. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of May, 2024.

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 FY2023-2024
Budget Amendment VI
May 6, 2024**

1. **Reorganization of City Departments, \$978,918.** Appropriate funds to cover the creation of the new positions and departments as well as the associated salary adjustments resulting from the City Manager's restructuring plan. The restructuring plan includes the upgrade of the Assistant City Manager to Deputy City Manager, the creation of two new positions of Assistant City Manager, a title change from Director of Administrative Services to Director of Finance, the upgrade of the Deputy Director of Administrative Services - Municipal Court to Director of Municipal Court and the upgrade of the position of the City's Public Information Officer to Director of Communications. Funds totaling \$860,664 will be transferred within the general fund to reflect the restructuring and will have no budgetary impact. The remaining \$118,254 will be funded with unassigned general fund balance.
2. **2017 CDBG-DR (Harris County) Grant Reimbursement, \$256,895.** Appropriate funds received from the 2017 CDBG-DR (Harris County) grant program for construction costs related to the Blackhawk Shelter Project. The City received a reimbursement of \$256,895 for construction services on pay application #3. Advance funding for the project was ratified at the January 8, 2024, City Council meeting. Funds will be appropriated back to unassigned general fund balance.
3. **Crepe Myrtle Relocation - Tree Mitigation Funds, \$12,250.** Appropriate general fund balance reserves related to tree mitigation funds. Gulf Coast Trees will relocate crepe myrtles from the Sports Park to other locations around Friendswood. The funds will be appropriated to the operating services account in the capital projects division.
4. **Blackhawk WWTP Aeration Project, \$3,469,412.** Appropriate funds for the City's portion of a cost sharing project through Gulf Coast Authority with three other participants. The Blackhawk Wastewater Treatment Plant is a critical facility for the City of Friendswood and is undergoing necessary upgrades. The City's total portion of the cost share project is \$5,872,967 of which \$2,403,555 was encumbered for the project in prior years and \$3,469,412 will be appropriated from 2021 Water and Sewer Bond funds.
5. **Lift Station Mitigation Pkg. 3 (LS #22), \$27,455.** Appropriate funds to cover additional work required for Lift Station # 22 mitigation. The existing electrical service at Lift Station # 22 is not adequate to accommodate the mitigation and improvements. CenterPoint Energy will relocate the electrical service and provide an additional pole at the site. The funding source will be water and sewer working capital.
6. **Forest Bend Detention Pond – Reverse Advance Funding, \$51,356.** Reverse advance funding for pay application #14 for the construction of Forest Bend Detention Pond. The advance funding was approved at the April 1, 2024 City Council meeting. However, there are no grant funds remaining and the appropriation was made in error. Funds will be appropriated back to unassigned general fund balance.
7. **Police Department – Insurance Reimbursement, \$8,453.** Appropriate insurance reimbursement from TML-IRP for the replacement of a drone, which was destroyed in an accident on February 18, 2024. Funds will be appropriated to the Patrol Division's capital equipment account.

City of Friendswood				
May 6, 2024				
2023-2024 Budget Amendment VI - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	001-0401-415.4110		Reorganization of City Departments - Transfer from ASO to CMO - Salaries and Benefits	(57,115)
1	001-0201-411.4110		Reorganization of City Departments - Transfer from CSO to CMO - Salaries and Benefits	(67,053)
1	001-0301-413.4110		Reorganization of City Departments - Transfer from ASO, CSO to CMO - Salaries and Benefits	124,168
1	001-0401-415.4710		Reorganization of City Departments - Transfer from ASO to CMO - Salaries and Benefits	(4,293)
1	001-0201-411.4710		Reorganization of City Departments - Transfer from CSO to CMO - Salaries and Benefits	(4,922)
1	001-0301-413.4710		Reorganization of City Departments - Transfer from ASO, CSO to CMO - Salaries and Benefits	9,215
1	001-0401-415.4720		Reorganization of City Departments - Transfer from ASO to CMO - Salaries and Benefits	(10,547)
1	001-0201-411.4720		Reorganization of City Departments - Transfer from CSO to CMO - Salaries and Benefits	(12,067)
1	001-0301-413-4720		Reorganization of City Departments - Transfer from ASO, CSO to CMO - Salaries and Benefits	22,614
1	001-0401-415.4810		Reorganization of City Departments - Transfer from ASO to CMO - Salaries and Benefits	(3,326)
1	001-0301-413.4810		Reorganization of City Departments - Transfer from ASO, CSO to CMO - Salaries and Benefits	3,326
1	001-0401-415.4820		Reorganization of City Departments - Transfer from ASO to CMO - Salaries and Benefits	(190)
1	001-0201-411.4820		Reorganization of City Departments - Transfer from CSO to CMO - Salaries and Benefits	(210)
1	001-0301-413.4820		Reorganization of City Departments - Transfer from ASO, CSO to CMO - Salaries and Benefits	400
1	001-0401-415.4830		Reorganization of City Departments - Transfer from ASO to CMO - Salaries and Benefits	(265)
1	001-0201-411.4830		Reorganization of City Departments - Transfer from CSO to CMO - Salaries and Benefits	(296)
1	001-0301-413.4830		Reorganization of City Departments - Transfer from ASO, CSO to CMO - Salaries and Benefits	561
1	001-0401-415.4840		Reorganization of City Departments - Transfer from ASO to CMO - Salaries and Benefits	(57)
1	001-0201-411.4840		Reorganization of City Departments - Transfer from CSO to CMO - Salaries and Benefits	(66)
1	001-0301-413.4840		Reorganization of City Departments - Transfer from ASO, CSO to CMO - Salaries and Benefits	123
1	001-0401-415.4850		Reorganization of City Departments - Transfer from ASO to CMO - Salaries and Benefits	(27)
1	001-0201-411.4850		Reorganization of City Departments - Transfer from CSO to CMO - Salaries and Benefits	(27)
1	001-0301-413.4850		Reorganization of City Departments - Transfer from ASO, CSO to CMO - Salaries and Benefits	54
1	001-0401-415.4890		Reorganization of City Departments - Transfer from ASO to CMO - Salaries and Benefits	(70)
1	001-0201-411.4890		Reorganization of City Departments - Transfer from CSO to CMO - Salaries and Benefits	(70)
1	001-0301-413.4890		Reorganization of City Departments - Transfer from ASO, CSO to CMO - Salaries and Benefits	140
1	001-0401-415.7510		Reorganization of City Departments - Transfer from ASO to CMO - Training and Travel	(500)
1	001-0301-413.7510		Reorganization of City Departments - Transfer from ASO to CMO - Training and Travel	500
1	001-0401-415.7520		Reorganization of City Departments - Transfer from ASO to CMO - Training and Travel	(200)
1	001-0301-413.7520		Reorganization of City Departments - Transfer from ASO to CMO - Training and Travel	200
1	001-0301-413.4110		Reorganization of City Departments - Formation of Communications - Transfer from CMO to COMM - Salaries and Benefits	(77,415)
1	001-2130-421.4110		Reorganization of City Departments - Formation of Communications - Transfer from PD to COMM - Salaries and Benefits	(28,643)
1	001-1001-419.4110		Reorganization of City Departments - Formation of Communications Transfer from CMO and PD to COMM - Salaries and Benefits	106,058
1	001-2130-421.4149		Reorganization of City Departments - Formation of Communications - Transfer from PD to COMM - Salaries and Benefits	(500)
1	001-1001-419.4149		Reorganization of City Departments - Formation of Communications Transfer from CMO and PD to COMM - Salaries and Benefits	500
1	001-0301-413.4710		Reorganization of City Departments - Formation of Communications - Transfer from CMO to COMM - Salaries and Benefits	(5,598)
1	001-2130-421.4710		Reorganization of City Departments - Formation of Communications - Transfer from PD to COMM - Salaries and Benefits	(2,265)
1	001-1001-419.4710		Reorganization of City Departments - Formation of Communications Transfer from CMO and PD to COMM - Salaries and Benefits	7,863
1	001-0301-413.4720		Reorganization of City Departments - Formation of Communications - Transfer from CMO to COMM - Salaries and Benefits	(14,619)
1	001-2130-421.4720		Reorganization of City Departments - Formation of Communications - Transfer from PD to COMM - Salaries and Benefits	(5,369)
1	001-1001-419.4720		Reorganization of City Departments - Formation of Communications Transfer from CMO and PD to COMM - Salaries and Benefits	19,988
1	001-0301-413.4810		Reorganization of City Departments - Formation of Communications - Transfer from CMO to COMM - Salaries and Benefits	(13,321)
1	001-2130-421.4810		Reorganization of City Departments - Formation of Communications - Transfer from PD to COMM - Salaries and Benefits	(3,256)
1	001-1001-419.4810		Reorganization of City Departments - Formation of Communications Transfer from CMO and PD to COMM - Salaries and Benefits	16577
1	001-0301-413.4820		Reorganization of City Departments - Formation of Communications - Transfer from CMO to COMM - Salaries and Benefits	(258)
1	001-2130-421.4820		Reorganization of City Departments - Formation of Communications - Transfer from PD to COMM - Salaries and Benefits	(101)

City of Friendswood			
May 6, 2024			
2023-2024 Budget Amendment VI - Exhibit B			
BA Number	Account Number	Project Number	Amount
1	001-1001-419.4820	Reorganization of City Departments - Formation of Communications Transfer from CMO and PD to COMM - Salaries and Benefits	359
1	001-0301-413.4830	Reorganization of City Departments - Formation of Communications - Transfer from CMO to COMM - Salaries and Benefits	(364)
1	001-2130-421.4830	Reorganization of City Departments - Formation of Communications - Transfer from PD to COMM - Salaries and Benefits	(122)
1	001-1001-419.4830	Reorganization of City Departments - Formation of Communications Transfer from CMO and PD to COMM - Salaries and Benefits	486
1	001-0301-413.4840	Reorganization of City Departments - Formation of Communications - Transfer from CMO to COMM - Salaries and Benefits	(78)
1	001-2130-421.4840	Reorganization of City Departments - Formation of Communications - Transfer from PD to COMM - Salaries and Benefits	(29)
1	001-1001-419.4840	Reorganization of City Departments - Formation of Communications Transfer from CMO and PD to COMM - Salaries and Benefits	107
1	001-0301-413.4850	Reorganization of City Departments - Formation of Communications - Transfer from CMO to COMM - Salaries and Benefits	(54)
1	001-2130-421.4850	Reorganization of City Departments - Formation of Communications - Transfer from PD to COMM - Salaries and Benefits	(27)
1	001-1001-419.4850	Reorganization of City Departments - Formation of Communications Transfer from CMO and PD to COMM - Salaries and Benefits	81
1	001-0301-413.4890	Reorganization of City Departments - Formation of Communications - Transfer from CMO to COMM - Salaries and Benefits	(34)
1	001-2130-421.4890	Reorganization of City Departments - Formation of Communications - Transfer from PD to COMM - Salaries and Benefits	(17)
1	001-1001-419.4890	Reorganization of City Departments - Formation of Communications Transfer from CMO and PD to COMM - Salaries and Benefits	51
1	001-0303-419.5400	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	(4,000)
1	001-1001-419.5400	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	4,000
1	001-0303-419.7491	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	(18,000)
1	001-1001-419.5400	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	9,000
1	001-1001-419.8800	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	9,000
1	001-0303-419.7520	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	(1,300)
1	001-0301-413.7520	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	(1,480)
1	001-1001-419.7520	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	2,780
1	001-0301-413.7510	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	(2,300)
1	001-1001-419.7510	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	2,300
1	001-0301-413.7800	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	(3,000)
1	001-1001-419.7800	Reorganization of City Departments - Communications Department Formation -Transfer from CMO TO COMM - Operating Expenses	3,000
1	001-0409-412.4110	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(256,806)
1	001-0901-412.4110	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	256,806
1	001-0409-412.4130	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(4,018)
1	001-0901-412.4130	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	4,018
1	001-0409-412.4143	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(1,745)
1	001-0901-412.4143	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	1,745
1	001-0409-412.4145	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(12,120)
1	001-0901-412.4145	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	12,120
1	001-0409-412.4220	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(89,268)
1	001-0901-412.4220	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	89,268
1	001-0409-412.4710	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(27,247)
1	001-0901-412.4710	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	27,247
1	001-0409-412.4720	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(47,205)
1	001-0901-412.4720	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	47,205
1	001-0409-412.4810	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(36,477)
1	001-0901-412.4810	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	36,477
1	001-0409-412.4820	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(793)
1	001-0901-412.4820	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	793
1	001-0409-412.4830	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(1,154)
1	001-0901-412.4830	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	1,154
1	001-0409-412.4840	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(358)

City of Friendswood			
May 6, 2024			
2023-2024 Budget Amendment VI - Exhibit B			
BA Number	Account Number	Project Number	Amount
1	001-0901-412.4840	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	358
1	001-0409-412.4850	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(232)
1	001-0901-412.4850	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	232
1	001-0409-412.4890	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(86)
1	001-0901-412.4890	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	86
1	001-0409-412.5200	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(680)
1	001-0901-412.5200	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	680
1	001-0409-412.5400	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(6,000)
1	001-0901-412.5400	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	6,000
1	001-0409-412.5800	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(3,500)
1	001-0901-412.5800	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	3,500
1	001-0409-412.7400	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(1,000)
1	001-0901-412.7400	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	1,000
1	001-0409-412.7401	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(4,200)
1	001-0901-412.7401	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	4,200
1	001-0409-412.7510	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(2,485)
1	001-0901-412.7510	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	2,485
1	001-0409-412.7520	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(3,800)
1	001-0901-412.7520	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	3,800
1	001-0409-412.7530	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(540)
1	001-0901-412.7530	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	540
1	001-0409-412.7800	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(3,500)
1	001-0901-412.7800	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	3,500
1	001-0409-412.7802	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	(14,000)
1	001-0901-412.7802	Reorganization of City Departments - Municipal Court Reorganized from Division to Department	14,000
1	001-0000-30500	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - City Manager's Office	(62,326)
1	001-0301-413.4110	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - City Manager's Office	51,566
1	001-0301-413.4710	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - City Manager's Office	4,553
1	001-0301-413.4720	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - City Manager's Office	5,797
1	001-0301-413.4820	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - City Manager's Office	134
1	001-0301-413.4830	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - City Manager's Office	226
1	001-0301-413.4840	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - City Manager's Office	50
1	001-0000-30500	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Finance	(33,366)
1	001-0401-415.4110	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Finance	29,386
1	001-0401-415.4710	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Finance	2,099
1	001-0401-415.4720	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Finance	1,603
1	001-0401-415.4820	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Finance	110
1	001-0401-415.4830	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Finance	148
1	001-0401-415.4840	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Finance	20
1	001-0000-30500	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Municipal Court	(5,561)
1	001-0901-412.4110	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Municipal Court	4,439
1	001-0901-412.4710	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Municipal Court	340
1	001-0901-412.4720	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Municipal Court	740
1	001-0901-412.4820	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Municipal Court	15
1	001-0901-412.4830	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Municipal Court	26
1	001-0901-412-4840	Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Municipal Court	1

City of Friendswood				
May 6, 2024				
2023-2024 Budget Amendment VI - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	001-0000-30500		Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Communications	(17,001)
1	001-1001-419.4110		Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Communications	14,011
1	001-1001-419.4710		Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Communications	1,256
1	001-1001-419.4720		Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Communications	1,597
1	001-1001-419.4830		Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Communications	123
1	001-1001-419.4840		Appropriate Unassigned General Fund Balance for Reorganization of City Departments - Communications	14
2	123-0000-30100		Appropriate 2017 CDBG-DR (Harris County) grant proceeds and reimburse unassigned general fund balance for advance funding for Blackhawk Shelter Project	(256,895)
2	123-7001-419.8591		Appropriate 2017 CDBG-DR (Harris County) grant proceeds and reimburse unassigned general fund balance for advance funding for Blackhawk Shelter Project	256,895
2	001-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Blackhawk Shelter Project	256,895
2	001-14028		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Blackhawk Shelter Project	(256,895)
2	123-26010		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Blackhawk Shelter Project	256,895
2	123-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Harris County) grant for Blackhawk Shelter Project	(256,895)
3	001-0000-30500		Appropriate general fund reserves tree mitigation for crepe myrtle relocation	(12,250)
3	001-7001-419.7400		Appropriate general fund reserves tree mitigation for crepe myrtle relocation	12,250
4	422-0000-30600		Appropriate 2021 Water and Sewer Bond funds for the Blackhawk Waste Water Treatment Plant Aeration Project	(3,469,412)
4	422.7001-433.8591		Appropriate 2021 Water and Sewer Bond funds for the Blackhawk Waste Water Treatment Plant Aeration Project	3,469,412
5	401-0000-30600	LS022MIT	Appropriate water and sewer working capital for electrical work at Lift Station # 22 as part of the 2020 Lift Station Mitigation Package 3	(27,455)
5	401-7001-433.8552	LS022MIT	Appropriate water and sewer working capital for electrical work at Lift Station # 22 as part of the 2020 Lift Station Mitigation Package 3	27,455
6	123-10199		Reverse advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Project	(51,356)
6	123-26010		Reverse advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Project	51,356
6	001-14028		Reverse advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Project	(51,356)
6	001-10199		Reverse advance funding related to 2017 CDBG-DR (Harris County) grant for Forest Bend Detention Project	51,356
7	001-0000-38310		Appropriate TML Insurance proceeds for the replacement of a Patrol division drone	(8,453)
7	001-2120-421.8800		Appropriate TML Insurance proceeds for the replacement of a Patrol division drone	8,453

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/05/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider concurring with the City Manager's appointments to the following positions: Deputy City Manager, the Assistant City Managers, the Director of the Finance Department, the Director of the Communications Department, and the Director of Municipal Court.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Section 4.01(d)(2) of the City Charter requires the City Manager seek Council's concurrence on the appoints of Departments Directors [and Deputy/Assistant City Managers]. Below is a list of the appointments for which the City Manager is seeking the Council's concurrence:

1. Deputy City Manager, Steven Rhea,
2. Assistant City Manager, Katina Hampton,
3. Assistant City Manager/City Secretary, Leticia Brysch,
4. Director of Finance, Rhonda Boskas,
5. Director of Communications, Glenda Faulkner, and
6. Director of Municipal Court, Pat Riffel.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The proposed changes improve organizational sustainability moving forward.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/01/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider, on second and final reading, an ordinance repealing Chapter 86 "Utilities," Article II "Water," Division 1 "Generally" of the Friendswood City Code and amending Chapter 86 "Utilities," Article II "Water" of the Friendswood City Code by adding a new division to be numbered and entitled Division 1 "Generally" to conform to the updated Drought Contingency and Water Emergency Plan and to promote the responsible use of water throughout the City.

Originating Department: Public Works

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

This proposed ordinance

- repeals Chapter 86 "Utilities," Article II "Water," Division 1 "Generally" of the Friendswood City Code; and
- amends Chapter 86 "Utilities," Article II "Water" of the Friendswood City Code by adding a new division to be numbered and entitled Division 1 "Generally" to conform to the updated Drought Contingency and Water Emergency Plan and to promote the responsible use of water throughout the City.

This proposed ordinance implements the adopted newly Drought Contingency Plan and Water Emergency Management Plan by providing a mechanism for enforcement of the same. Specifically, this ordinance specifies the criteria for the initiation and termination of each drought response stage, establishes how notice the City's implementation of its plan will be provided to its citizens, and details the water restrictions applicable to each stage. Failure to comply with the water restrictions may, upon conviction, result in a fine not to exceed \$2,000 per day per each violation.

The City Council held the first reading of this ordinance on April 1, 2024. This is the second and final reading.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Failures to approve, adopt, and submit an amended Water Conservation Plan may result in increased enforcement efforts by TCEQ and the levying of fines.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Drought Contingency

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING CHAPTER 86 "UTILITIES," ARTICLE II "WATER," DIVISION 1 "GENERALLY" OF THE FRIENDSWOOD CITY CODE; AMENDING CHAPTER 86 "UTILITIES," ARTICLE II "WATER" OF THE FRIENDSWOOD CITY CODE BY ADDING A NEW DIVISION TO BE NUMBERED AND ENTITLED DIVISION 1 "GENERALLY" TO CONFORM TO THE UPDATED DROUGHT CONTINGENCY AND WATER EMERGENCY MANAGEMENT PLANS AND TO PROMOTE THE RESPONSIBLE USE OF WATER; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood recognizes that the amount of water available to its water customers is limited; and

WHEREAS, the City of Friendswood recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, it cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality require that the City of Friendswood adopt a water conservation plan; and

WHEREAS, the City of Friendswood has adopted an amended drought contingency and water emergency management plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City of Friendswood is authorized to adopt this ordinance necessary to preserve and conserve its water resources and further such plans; and

WHEREAS, the City is committed to implementing the requirements and procedures set forth in the plan adopted herein; 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. That Chapter 86 "Utilities," Article II "Water," Division 1 "Generally" of the Friendswood City Code is hereby repealed in its entirety.

Section 3. That Chapter 86 "Utilities," Article II "Water" of the Friendswood City Code is hereby amended by adding a new Division 1 "Generally," which division shall read as follows:

CHAPTER 86. UTILITIES

ARTICLE II. WATER

DIVISION 1. GENERALLY

Sec. 86-30. Definitions.

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

Aesthetic or scenic purposes means the use of water for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Conservation means those practices, techniques, and technologies that reduce the consumption of water, reduce the loss and/or waste of water, improve the efficiency of the use of water, and increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer means any person using water supplied by the city.

Domestic water use means water use for personal needs or for household or sanitary purposes such as drinking, cooking, bathing, heating, cooling, sanitation, or for cleaning a residence, business, industry, or institution.

Drought contingency plan means the strategy or combination of strategies adopted by the city for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.

Foundation watering means an application of water to the soils directly abutting (within 2 feet) the foundation of a building or structure.

Landscape irrigation means water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use means water uses that are not essential nor required for the protection of public health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this division;

- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) use of water for flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Plan means the drought contingency plan and the water emergency management plan as defined in this subsection.

Pollution means the alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or that impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Public water supplier means an individual or entity that supplies water to the public for human consumption.

Regional water planning group means a group established by the TWDB to prepare a regional water plan under Texas Water Code, § 16. 053.

Reuse means the authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

TCEQ means the Texas Commission on Environmental Quality or successor entity.

TWDB means the Texas *water development board* or successor entity.

Water emergency management plan means the strategy or combination of strategies adopted by the city for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.

86-31. Criteria for initiation and termination of drought response stages.

(a) *Authority.* The city manager or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each drought response stage.

(b) *Stages.* The initiation of termination of the drought response stages and the duties of the customers during each such stage are as follows:

(1) *Stage 1 – Mild water shortage conditions.*

a. *Requirements for initiation.* Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 1 of the plan as provided in section 86-33 when one or a combination of the following criteria occurs:

Condition 1: When total daily water demand equals or exceeds sixty percent (60%) of the current available system operating capacity for three (3) consecutive days.

Condition 2: When total daily water demand equals or exceeds sixty-five percent (65%) of the current available system operating capacity on a single day.

Condition 3: When the city manager determines that the initiation of Stage 1 is appropriate based on weather conditions, distribution and water supply system deficiencies, and/or unforeseen circumstances.

Condition 4: When the City of Houston initiates Stage 1.

b. *Requirements for termination.* Stage 1 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days.

(2) *Stage 2 – Moderate water shortage conditions.*

a. *Requirements for initiation.* Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for

Stage 2 of the plan as provided in Section 86-32 hereinbelow when one or a combination of the following criteria occurs:

Condition 1: When total daily water demand equals or exceeds seventy percent (70%) of the current available system operating capacity for three (3) consecutive days.

Condition 2: When total daily water demand equals or exceeds seventy-five percent (75%) of the current available system operating capacity for three (3) consecutive days.

Condition 3: When the city manager determines that the initiation of Stage 2 is appropriate based on weather conditions, distribution and water supply system deficiencies, and/or unforeseen circumstances.

Condition 4: When the City of Houston initiates Stage 2.

- b. *Requirements for termination.* Stage 2 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days. Upon termination of Stage 2, Stage 1 or the applicable drought response stage based on the triggering criteria shall become operative.

(3) *Stage 3 – Severe water shortage conditions.*

- a. *Requirements for initiation.* Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of the plan as provided in section 86-33 hereinbelow when one or a combination of the following criteria occurs:

Condition 1: When total daily water demand equals or exceeds eighty percent (80%) of the current available system operating capacity for three (3) consecutive days.

Condition 2: When total daily water demand equals or exceeds eighty-five percent (85%) of the current available system operating capacity for three (3) consecutive days.

Condition 3: When the city manager determines that the initiation of Stage 3 is appropriate based on weather conditions, distribution and water supply system deficiencies, and/or unforeseen circumstances.

Condition 4: When the City of Houston initiates Stage 3.

- b. *Requirements for termination.* Stage 3 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days. Upon termination of Stage 3, Stage 2 or the applicable drought response stage based on the triggering criteria shall become operative.

(4) *Stage 4– Critical water shortage conditions.*

- a. *Requirements for initiation.* Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of the plan as provided in section 86-33 when one or a combination of the following criteria occurs:

Condition 1: When major water line breaks or pump or system failures occur and cause unprecedented loss of capacity to provide water service.

Condition 2: When natural or manmade contamination of the water supply source(s) occurs.

Condition 3: When the city manager determines that the initiation of Stage 4 is appropriate based on weather conditions, distribution, and water supply system deficiencies, and/or unforeseen circumstances.

Condition 4: When the City of Houston initiates Stage 4.

- b. *Requirements for termination.* Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage 4, Stage 3 or the applicable drought response stage based on the triggering criteria shall become operative.

(5) *Stage 5– Emergency water shortage conditions.*

- a. *Requirements for initiation.* Customers shall be required to comply with the requirements and restrictions for Stage 5 of the plan as provided in section 86-33 hereinbelow when the city manager determines that a water supply emergency exists based on:

Condition 1: When a major water line breaks or pump or system failures occur and cause unprecedented loss of capability to provide water service.

Condition 2: Natural or man-made contamination of the water supply source(s) occurs.

Condition 3: When the city manager determines that the initiation of Stage 5 is appropriate based on weather conditions, distribution, and water supply system deficiencies, and/or unforeseen circumstances.

Condition 4: When the City of Houston initiates Stage 5.

- b. *Requirements for termination.* Stage 5 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

86-32. Notification.

When the city manager determines that a mild, moderate, severe, critical, emergency or water shortage condition exists based upon the criteria specified in Section 86-31, the city manager shall implement the following notification procedures:

- (a) *Notification to the public.* The public shall be notified by one or more of the following means:
- (1) Publication in a newspaper of general circulation,
 - (2) Direct mail to each customer,
 - (3) Public service announcements,
 - (4) Signs posted in public places,
 - (5) Auto-calling, and
 - (6) City website.
- (b) *Additional notification.* Additionally, the following persons shall be notified directly:
- (1) Mayor and members of the city council;
 - (2) Fire chief(s);
 - (3) City and/or county emergency management coordinator(s);

- (4) County judge & commissioner(s);
- (5) State disaster district/department of public safety;
- (6) TCEQ (required when mandatory restrictions are imposed);
- (7) Major water users;
- (8) Critical water users, i.e. hospitals; and
- (9) Parks & public facilities managers.

Sec. 86-33. Required water use restrictions.

- (a) *Stage 1 response – Mild water shortage conditions.* The following voluntary water use restrictions shall apply to all persons when a Stage 1 response for mild water shortage conditions has been activated by the city:
 - (1) Customers are requested to voluntarily limit the landscape irrigation to Sundays and Thursdays for customers with an even-numbered address and Saturdays and Wednesdays for water customers with an odd-numbered address. Landscape irrigation may only occur between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. to 12:00 midnight on designated watering days.
 - (2) All operations of the city shall adhere to water use restrictions prescribed for Stage 1 of the plan.
 - (3) Customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.
- (b) *Stage 2 response – Moderate water shortage conditions.* The following water use restrictions shall apply to all persons when a Stage 2 response for moderate water shortage conditions has been activated by the city:
 - (1) Landscape irrigation with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with an even-numbered address and Saturdays and Wednesdays for customers with an odd-numbered address. Landscape irrigation is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, landscape irrigation is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the public health, safety, and welfare are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (3) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.
- (4) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (5) Use of water from hydrants shall be limited to firefighting-related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the city.
- (6) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the city, the facility shall not be subject to these regulations.
- (7) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (8) The following uses of water are defined as non-essential and are prohibited:
 - a. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - b. use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - c. use of water for dust control;
 - d. flushing gutters or permitting water to run or accumulate in any gutter or street; and

- e. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- (c) *Stage 3 response – Severe water shortage conditions.* All water use restrictions of Stage 2 as well as the following water use restrictions shall apply to all persons when a Stage 3 response for severe water shortage conditions has been activated by the city:
 - (1) Landscape irrigation shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only;
 - (2) The use of hose-end sprinklers is prohibited at all times;
 - (3) The watering of golf course greens, tees and fairways is prohibited unless the golf course utilizes a water source other than that provided by the city;
 - (4) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued; and
 - (5) Foundation watering (within 2 feet) and watering of trees may occur for two hours one day per week with a hand-held hose or within a dedicated zone using a drip irrigation system and/or soaker hose, provided no runoff occurs.
- (d) *Stage 4 response – Critical water shortage conditions.* All water use restrictions of Stages 2 and 3 as well as the following water use restrictions shall apply to all persons when a Stage 4 response for critical water shortage conditions has been activated by the city:
 - (1) Landscape irrigation shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only;
 - (2) The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times;
 - (3) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited;
 - (4) Vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10 p.m.;

- (5) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited;
 - (6) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system; and
 - (7) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.
- (e) *Stage 5 response – Emergency water shortage conditions.* All water use restrictions of Stages 2, 3 and 4 as well as the following water use restrictions shall apply to all persons when a Stage 5 response for emergency water shortage conditions has been activated by the city:
- (1) Irrigation of landscaped areas is absolutely prohibited, except soaker hoses, hand-held hoses or a dedicated zone using a drip irrigation system may be used to water trees up to two hours per week or foundations as necessary, provided no runoff occurs.
 - (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

Sec. 86-34. Variances.

- (a) *Authority to grant temporary variance.* The city manager may, in writing, grant a temporary variance for existing water uses otherwise prohibited under the plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
 - (1) Compliance with the plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (b) *Variance petition.* Persons requesting an exemption from the provisions of the plan shall file a petition for variance with the city within five (5) days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager and shall include the following:
 - (1) Name and address of the petitioner(s);

- (2) Purpose of water use;
- (3) Specific provision(s) of this division or the plan from which the petitioner is requesting relief;
- (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this division;
- (5) Description of the relief requested;
- (6) Period of time for which the variance is sought;
- (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of the plan and the compliance date; and
- (8) Other pertinent information.

Sec. 86-35. Enforcement.

- (a) *Violation.* No person shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this division, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the city manager in accordance with provisions of this division and the plan.
- (b) *Criminal penalties.* Any person who violates any provision of this division shall, upon conviction, be punished as provided in section 1-14 of this code.
- (c) *Civil remedies*
 - (1) If a person is convicted of three (3) or more distinct violations of this division, the city manager, after due notice and process to the customer, may discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established in Appendix D of this code. In addition, suitable assurance must be given to the city manager that the same action shall not be repeated while a water use restriction is in effect.
 - (2) Compliance with this division and/or the plan may also be sought through injunctive relief in the district court.
- (d) *Presumption.* Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed

to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation; but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, and proof that a violation committed by a child occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation; but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of the plan and that the parent could not have reasonably known of the violation.

- (e) *Process.* Any police officer or employee designated by the city manager may issue a citation or notice of violation, as applicable, to a person he/she reasonably believes to be in violation of this division. The citation or notice of violation shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than three (3) days nor more than five (5) days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over sixteen (16) years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this division. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Section 9. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 10. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance, including, but not limited to, Ordinance No. 2006-07, are hereby expressly repealed.

Section 11. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same, notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 12. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 13. This ordinance shall take effect five (5) days from and after its passage on second reading by the City Council of the City of Friendswood, Texas, and its publication in the official newspaper of the City.

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 1st day of April, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on second and final reading this 6th day of May, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider a resolution accepting a grant from Texas Division of Emergency Management for the Hazard Mitigation Grant Program related to FEMA-DR-4485, COVID-19 Pandemic Subgrant, for the City of Friendswood Comprehensive Drainage Plan Project; designating the City Manager as the City's Representative for all purposes under such grant; and authorizing a cash match.

Originating Department: Emergency Services Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution accepts a grant from Texas Division of Emergency Management for the Hazard Mitigation Grant Program related to FEMA-DR-4485, COVID-19 Pandemic Sub-grant, for the City of Friendswood Comprehensive Drainage Plan Project ("the "Grant"); designates the City Manager as the City's agent for all purposes related to the Grant; and authorizes a cash match in the amount of \$73,500.00.

The funding source for the City's match amount will be unassigned general fund balance reserves.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Hazard Mitigation Grant Program Subgrant
2. Resolution - TDEM Grant for Comprehensive Drainage Plan



April 5, 2024

Morad Kabiri
City Manager
City of Friendswood
910 South Friendswood Drive
Friendswood, TX 77546

Subject: DR-4485, COVID-19 Pandemic Sub-Grant Award

Dear Mr. Kabiri:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4485, COVID-19 Pandemic. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: EEDJAMUEKFJ5
TINS Number: 74-1493202
FIPS Number: 167-27648-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 4485-0223
Project Title: City of Friendswood Comprehensive Drainage Plan
Period of Performance (POP): February 23, 2024 to February 22, 2025

TOTAL PROJECT COST AWARD						
Version/ Amendment	Date	Total Subgrant Amount	Federal Cost Share %	Federal Cost Share Amount	Local Cost Share %	Local Cost Share Amount
0	2/23/2024	\$735,000.00	90%	\$661,500.00	10%	\$73,500.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (5%) for the project. In some cases, the management costs submitted for a reimbursement will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

TOTAL ELIGIBLE MANAGEMENT COSTS						
Version/ Amendment	Date	Total Management Costs	Federal Cost Share %	Federal Cost Share Amount	Local Cost Share %	Local Cost Share Amount
0	2/23/2024	\$14,610.00	100%	\$14,610.00	0%	\$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

The recipient must ensure that:

- The plan will meet or exceed the Final Rule for Local Mitigation Plans found in Title 44 of the Code of Federal Regulations (44 C.F.R.) § 201.6. Technical assistance is highly recommended to be provided to the subrecipient throughout the plan development process.
- The natural hazards assessed by this plan, at minimum, must be coordinated with the current FEMA-approved version of the State Hazard Mitigation Plan.
- The plan will be submitted to FEMA no later than six-months prior to the end of the original performance period. The submission of a plan to FEMA does not constitute formal approval.
- The plan will be submitted to FEMA for review and approval following a State Hazard Mitigation Officer review and concurrence that the plan meets 44 C.F.R. § 201.6. FEMA will not review plans submitted directly by local subrecipient.
- The subrecipient will utilize the Local Mitigation Planning Handbook as well as the Local Mitigation Plan Review Guide as guidance documents for developing the plan.

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- The subrecipient will review and use the Local Mitigation Plan Review Tool, found in the Local Mitigation Plan Review Guide as a reference during the drafting of the plan, to ensure that the plan is completed correctly. A completed and accurate Local Mitigation Plan Review Tool must be submitted to the recipient and FEMA when a review is requested.
- The subrecipient is aware that each jurisdiction seeking approval of the plan must meet all requirements of 44 C.F.R. § 201.6 to receive continued eligibility for FEMA mitigation grant programs.

In accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; Categorically Excluded (CATEX) A4 & A7, FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

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This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Merryl Holmes, Jr., at Merryl.Holmes@tdem.texas.gov.

Morad Kabiri, City Manager

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Merryl Holmes, Jr., at (284) 791-4102 or Merryl.Holmes@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: Grant Terms and Conditions
Record of Environmental Considerations

Copy: Hailey Medwedef, Project Manager

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Del Valle, TX 78617-9998



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

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Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: _____
EIN/TIN: _____
UEI: _____ UEI Expiration Date: _____
Address Line 1: _____
Address Line 2: _____
City: _____
State: _____ Zip (+4) _____ - _____

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Certifying Official

Serves as the official representative of the organization.

Must possess the authority to obligate funds & enter into contracts for the organization.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Primary Finance Contact

Serves as primary contact for all financial matters.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

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Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#), as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in [2 C.F.R. §170.315](#), certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document the terms grant and award will be used interchangeably.
3. A recipient is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.
6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities
- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with [2 C.F.R. §25.300](#), TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for [System for Award Management \(SAM\)](#) registration to uniquely identify entities with which the federal government does business.
3. Subrecipient maintains that it has registered at [SAM.gov](#) or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See [2 C.F.R. Part 25, Appendix A](#).
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable ([2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170](#)). See [FEMA Information Bulletin 350](#).
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per [2 C.F.R. §170.320](#).
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see [17 C.F.R. §229.402\(c\)\(2\)](#)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at [SAM.gov](#), or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. Subrecipient must comply with Federal Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 C.F.R. 200.327](#) and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
 - a. Micro purchase
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.
4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#) and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid [SAM.gov](https://sam.gov) registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at [2 C.F.R §200.321](https://www.ecfr.gov/current/title-49/chapter-I/subchapter-B/part-200/subpart-3/section-200.321).
9. Subrecipients must comply with the rules of recovered materials for procurements at [2 C.F.R §200.323](https://www.ecfr.gov/current/title-49/chapter-I/subchapter-B/part-200/subpart-3/section-200.323).
10. Subrecipients must comply with the rules for domestic preferences for procurements at [2 C.F.R § 200.322](https://www.ecfr.gov/current/title-49/chapter-I/subchapter-B/part-200/subpart-3/section-200.322).

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

- a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.
2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338](#), and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and

- c. The scope of the termination of the award.
- d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to “Debarment and Suspension” under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
 - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the [Public Assistance Program and Policy Guide](#). A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to [44 CFR § 206.206](#).

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. [In accordance with 44 C.F.R §206.440](#), an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference [2 C.F.R. 200.313](#).

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per [2 C.F.R. § 200.414](#)) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See [Standard Form 424B](#))

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See [Standard Form 424D](#))

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

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 or 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 or 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 of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying 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 Section 1352, Title 31, U.S. Code. 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.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
 - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

- b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
 - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
 6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
 7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
 8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
 9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
 10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at [SAM.gov](https://sam.gov).
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

a. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

b. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only

a. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

OR

ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

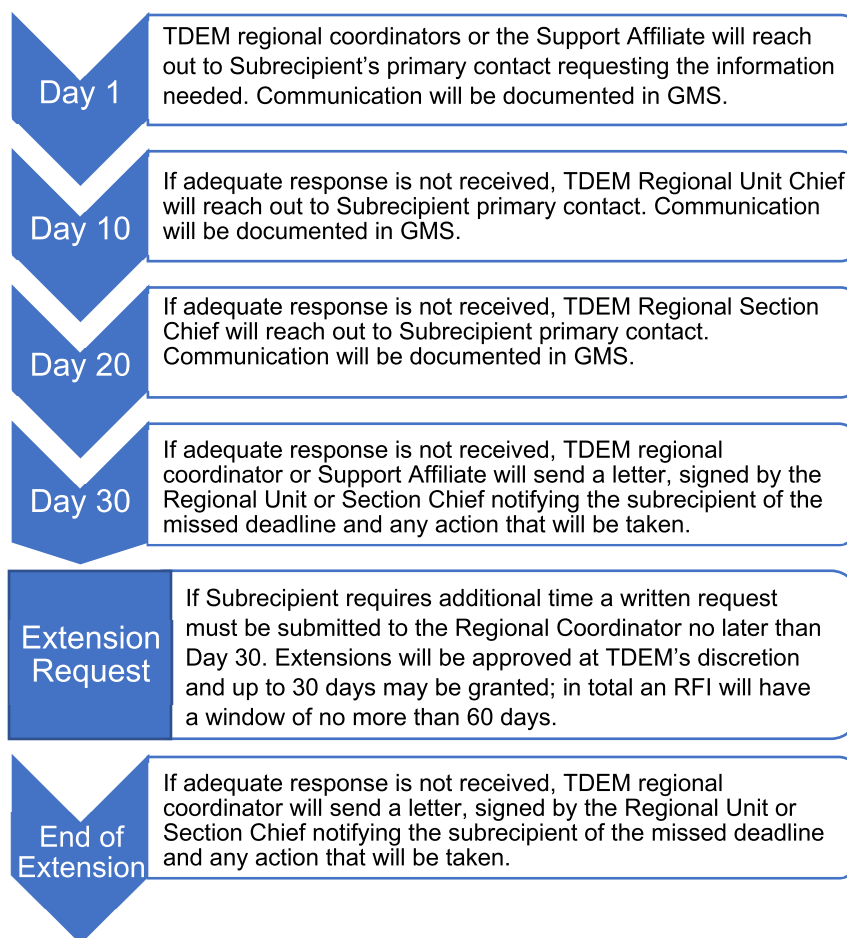


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

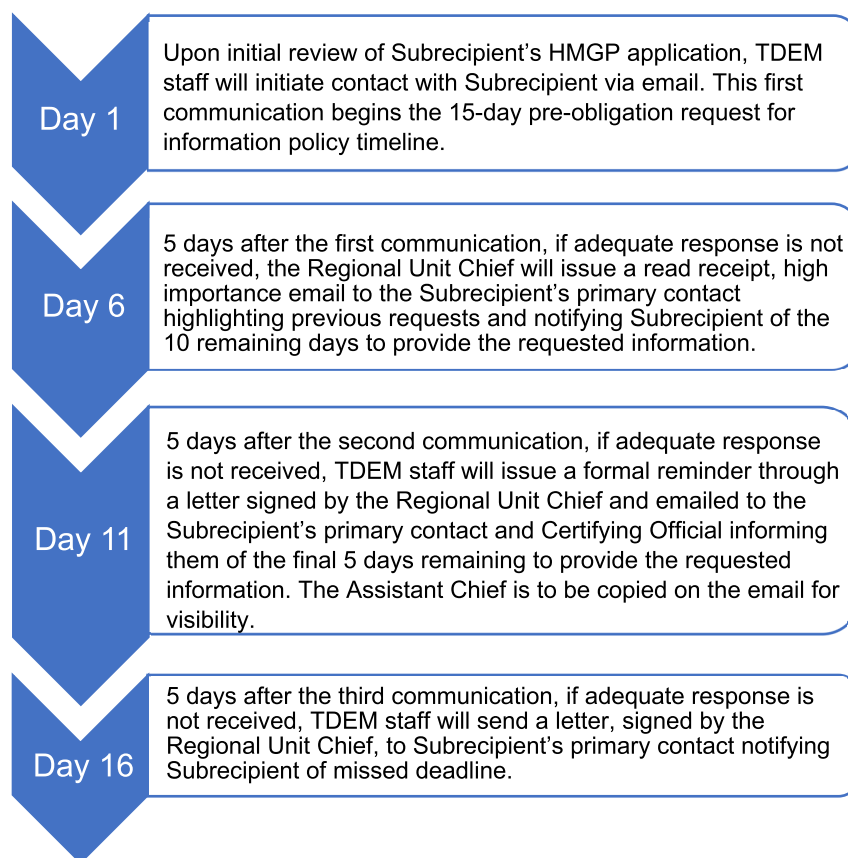


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, [2 CFR § 200.344](#) and [2 CFR § 200.345](#) require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment
 - 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.
2. Recipient's Responsibilities
 - 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.
 - 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
 - 2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.
3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- [Texas A&M University System Regulation 21.01.04](#)
- [1 Tex. Admin. Code Section 59.2](#)
- [Tex. Gov't Code Section 403.055](#)
- [Tex. Gov't Code Chapter 2107](#)
- [Texas A&M University System Office Collection and Write-off Guidance](#)
- [Texas A&M University System Regulation 09.04.01](#)

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, _____, the undersigned and Certifying Official of
Printed Name

_____ understand that TDEM strongly encourages refresher
Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

Signature Agreement Authority

Signature Agreement (Section I – XXIX)

Signature Exhibit A: Assurance – Non-Construction Programs

Signature Exhibit B: Assurance – Construction Programs

Signature Exhibit C: Certifications for Grant Agreements

Signature Exhibit D: State of Texas Assurances

Signature Exhibit E: Environmental Review Certification

	Exhibit F: Additional Grant Certifications
Signature	
	Exhibit G: Request for Information Policy
Signature	
	Exhibit H: Pre-Obligation Request for Information Policy
Signature	
	Exhibit I: Recoupment of Funds
Signature	

Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.

Signature of Certifying Official	Date
Printed Name	Title



FEMA

February 23, 2024

W. Nim Kidd, MPA CEM
Chief, Texas Division of Emergency Management
Vice Chancellor – The Texas A&M University System
2883 Highway 71 E.
P.O. Box 285
Del Valle, TX 78617-9998

Attn: Mr. Josh Davies, State Hazard Mitigation Officer

RE: DR-4485-0223-TX
City of Friendswood – City of Friendswood Comprehensive Drainage Plan
Planning Project Approval
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Chief Kidd:

This letter provides official notification that the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) approves the application submitted by the City of Friendswood for the City of Friendswood Comprehensive Drainage Plan project. The Federal share is available through the Hazard Mitigation Grant Program (HMGP) under DR-4485-TX. The non-federal match requirement of \$73,500.00 will be provided through City of Friendswood.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, subrecipient Management Costs (SRMC) in the amount of \$14,610.00 are available to City of Friendswood at a Federal Cost Share of 100%.

Summary of funding for the project is illustrated below:

DR-4485-0223-TX	Federal Share	Non-Federal Share	Total
Project Costs	\$661,500.00 (90%)	\$73,500.00 (10%)	\$735,000.00 (100%)
Subrecipient Management Costs	\$14,610.00 (100%)	\$0.00 (0%)	\$14,610.00 (100%)
Total Obligation	\$676,110.00	\$73,500.00	\$749,610.00

The recipient must ensure that:

- The plan will meet or exceed the Final Rule for Local Mitigation Plans found in Title 44 of the Code of Federal Regulations (44 C.F.R.) § 201.6. Technical assistance is highly recommended to be provided to the subrecipient throughout the plan development process.
- The natural hazards assessed by this plan, at minimum, must be coordinated with the current FEMA-approved version of the State Hazard Mitigation Plan.
- The plan will be submitted to FEMA no later than six-months prior to the end of the original performance period. The submission of a plan to FEMA does not constitute formal approval.
- The plan will be submitted to FEMA for review and approval following a State Hazard Mitigation Officer review and concurrence that the plan meets 44 C.F.R. § 201.6. FEMA will not review plans submitted directly by local subrecipient.
- The subrecipient will utilize the Local Mitigation Planning Handbook as well as the Local Mitigation Plan Review Guide as guidance documents for developing the plan.
- The subrecipient will review and use the Local Mitigation Plan Review Tool, found in the Local Mitigation Plan Review Guide as a reference during the drafting of the plan, to ensure that the plan is completed correctly. A completed and accurate Local Mitigation Plan Review Tool must be submitted to the recipient and FEMA when a review is requested.
- The subrecipient is aware that each jurisdiction seeking approval of the plan must meet all requirements of 44 C.F.R. § 201.6 to receive continued eligibility for FEMA mitigation grant programs.

Jurisdictions that have been approved as components in the project Scope of Work (SOW) are attached.

In accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; Categorically Excluded (CATEX) A4 & A7, FEMA concludes that the Drainage Plan Project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

FEMA will not establish activity completion timeframes for individual subawards. The Period of Performance (POP) for DR-4485-TX is 36 months from the close of the application period, which is set to expire February 1, 2026, it is the responsibility of the recipient and subrecipient to ensure all approved activities associated with this subaward are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

In accordance with FEMA Policy #104-11-1 Interim Hazard Mitigation Grant Program Management Costs, actual subrecipient MC are to be reconciled quarterly through the review of expenditures submitted by the subrecipient through quarterly reports process.

Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the POP, whichever is sooner.

A change to the approved SOW requires prior approval from FEMA.

The initial quarterly progress report for the HMGP project is due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed the Closeout Liquidation Period, which is 90 days after the POP ends. Section 206.438(d) of 44 C.F.R. requires the Governor's Authorized Representative to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The Obligation Report is attached for your records.

If you have any questions regarding the information, please contact Jacob Reeves, Hazard Mitigation Assistance (HMA) Specialist, at (202)-676-7801 or Jacob.Reeves@fema.dhs.gov.

Sincerely,



Brianne Schmidtke
HMA Branch Chief

Enclosures: Obligation Report

cc: r6-mtd-planning@fema.dhs.gov

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ACCEPTING A GRANT FROM TEXAS DIVISION OF EMERGENCY MANAGEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM RELATED TO FEMA-DR-4485, COVID-19 PANDEMIC SUBGRANT, FOR THE CITY OF FRIENDSWOOD COMPREHENSIVE DRAINAGE PLAN PROJECT; DESIGNATING THE CITY MANAGER AS THE SUBRECIPIENT'S AGENT FOR ALL PURPOSES UNDER SUCH GRANT; AUTHORIZING A CASH MATCH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood has been awarded a grant from the Texas Division of Emergency Management for the Hazard Mitigation Grant Program related to FEMA-DR-4485, COVID-19 Pandemic Subgrant, for the City of Friendswood Comprehensive Drainage Plan Project (the "Project"); and

WHEREAS, the Project will be funded consistent with the following:

Total Subgrant Amount	Federal Cost Share %	Federal Cost Share Amount	City's Cost Share %	City's Cost Share Amount
\$735,000.00	90%	\$661,500.00	10%	\$73,500.00

; and

WHEREAS, after reviewing the provisions of the Grant, the City Council of the City of Friendswood, Texas, finds it in the best interest of the citizens of Friendswood to accept the Grant for the Project; NOW THEREFORE,

BE IT RESOLVED 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 resolution are hereby found to be true and correct.

Section 2. The City Council of the City of Friendswood, Texas, hereby accepts a grant from the Texas Division of Emergency Management for the Hazard Mitigation Grant Program related to FEMA-DR-4485, COVID-19 Pandemic Subgrant in the amount of SIX HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$661,500.00) for the City of Friendswood Comprehensive Drainage Plan Project.

Section 3. The City Council hereby designates and appoints the City Manager of the City of Friendswood as the authorized official to accept and take all other appropriate actions with respect to the Grant on behalf of the City.

Section 4. The City Council hereby authorizes a cash match in the amount of SEVENTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$73,500.00) for its local share under the Grant.

Section 5. That in the event of loss or misuse of the Grant funds, the City Council of the City of Friendswood hereby assures the Texas Division of Emergency Management and the Department of Homeland Security's Federal Emergency Management Agency that such Grant funds will be returned in accordance with the provisions of the Grant.

Section 6. This resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of May, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Grant Number: DR-4485-0223-TX

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/30/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution setting a public hearing on the creation of a tax increment reinvestment zone and its benefits to the City and to the property in the proposed zone, being approximately 326 acres of land generally located along FM 528/W. Parkwood Ave. at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution sets a public hearing for June 3, 2024, at 5:30 p.m. in the Friendswood City Council Chamber concerning the creation of a tax increment reinvestment zone for approximately 326 acres of land within the corporate limits of the City of Friendswood.

The proposed zone consists of approximately 326 acres of land generally located along FM 528/W. Parkwood Avenue at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road. It includes three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway. The proposed reinvestment zone is wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas, and more fully described below:

1. Falling Leaf Ranch consisting of three tracts – a 46.8933 acre Tract, a 61.8920 acre Tract, and a 10.0189 acre Tract situated in the BBB&C RR Co. Survey, A-46, and the Robert Hoppel Survey, A-83, Galveston County, Texas;
2. The Estates at Wilderness Trail – 39.39 acres of land situated in the Robert Hoppel Survey, Abstract No. 83 and the A.H. Jackson Survey, Abstract No. 128, Galveston County, Texas;
3. 23 Wilderness Trail – 2.130 acres of land situated in the A.H. Jackson Survey, Abstract 128, Galveston County, Texas;
4. GCCDD Regional Detention Ponds consisting of two tracts – 33.027 acres and 3 acres of land situated in the A.H. Jackson Survey, Abstract No. 128, Galveston County Texas; Castle Narnia Way – 23.233 acres of land situated in the A.H. Jackson Survey, Abstract 128, Galveston County, Texas;
5. Tidwell Property – 2.133 acres of land situated in the Abstract 128 A.H. Jackson Survey Tract 4-3, Galveston County, Texas;
6. Wischnewsky Property consisting of two tracts – 49.024 acres and 12.26 acres;
7. Friendswood Lakes Sec 1 Commercial Reserves – 2.324 acres as the remainder of Unrestricted Reserve A as recorded in Volume 18 Page 1176 G.C.D.R. Friendswood Lakes Section 1 Final Plat; and

8. Bofysil Property – 15.753 acres of land situated in the George Patterson Survey, Abstract 645 and part of Lot 4 (4-0) in the Burgess Subdivision.

At the public hearing, the City Council will receive public input concerning (i) the inclusion of property within the zone; (ii) the creation of the zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing on the creation of the zone and its benefits to the City and to the property in the proposed zone. Owners of property within the proposed zone shall be given a reasonable opportunity to protest the inclusion of the property in a proposed reinvestment zone.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Setting Public Hearing for TIRZ

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE, CITY OF FRIENDSWOOD, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS APPROXIMATELY 326 ACRES OF LAND GENERALLY LOCATED ALONG FM 528/W. PARKWOOD AVENUE. AT THE INTERSECTION OF FRIENDSWOOD PARKWAY, EXTENDING NORTHWEST TO THE CITY LIMIT OF FRIENDSWOOD AND SOUTHWEST OF BAKER ROAD AND ALSO INCLUDING THREE OF THE FOUR CORNER TRACTS AT THE INTERSECTION OF FM 528/W. PARKWOOD AVENUE AND FRIENDSWOOD PARKWAY, WHOLLY LOCATED WITHIN GALVESTON COUNTY AND THE CORPORATE LIMITS OF THE CITY OF FRIENDSWOOD, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits; and

WHEREAS, the City Council wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone to include approximately 326 acres of land generally located along FM 528/W. Parkwood Avenue at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas (the "Zone"); and

WHEREAS, the boundaries of the Zone are generally depicted in Exhibit "A," which exhibits are attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council desires to hold a public hearing on June 3, 2024, on the creation of the Zone; NOW THEREFORE,

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

Section 1. That the findings set forth in the recitals of this resolution are found to be true and correct.

Section 2. That the City Council of the City of Friendswood hereby sets a public hearing on June 3, 2024, at 5:30 p.m., in the Council Chamber of the City Hall of the City of Friendswood, located at 910 S. Friendswood Drive, Friendswood, Texas, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the creation of the Zone and its benefits to the City and to the property in the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing.

Section 3. At the public hearing, the City Council shall hear testimony regarding and will provide a reasonable opportunity for the owner of any property within the Zone to protest the inclusion of their property within the Zone. After closing the public hearing, the City Council will consider the adoption of an ordinance creating the Zone and other related matters.

Section 4. That the City Secretary is hereby authorized and directed to cause notice of such public hearing to be published in a newspaper of general circulation in the City on or before May 22, 2024, which notice shall be in substantially the form that is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of May, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"

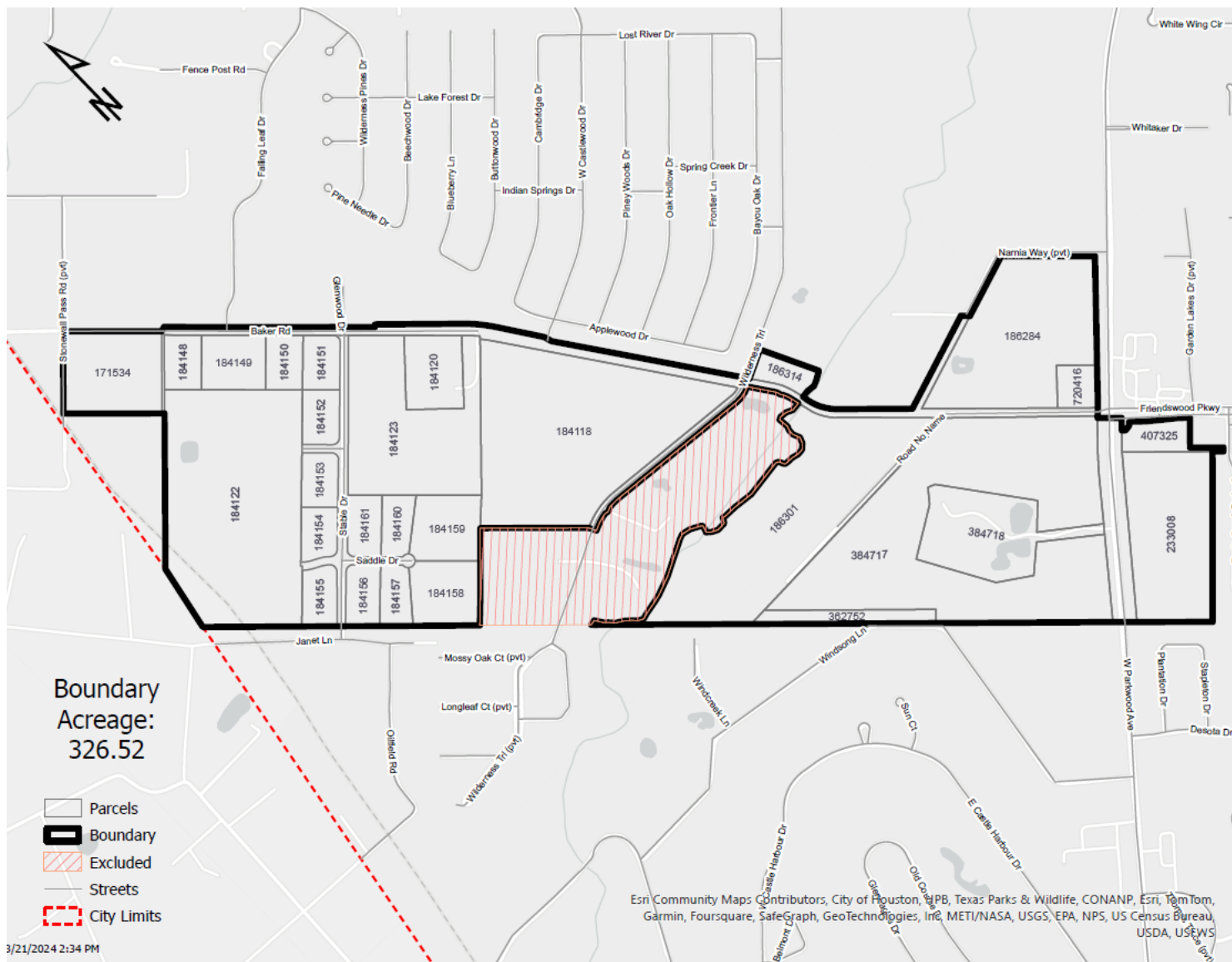


Exhibit "B"

CITY OF FRIENDSWOOD CITY COUNCIL
NOTICE OF PUBLIC HEARING
ON CREATION OF A REINVESTMENT ZONE

The City Council of the City of Friendswood will hold a public hearing on Monday June 3, 2024, at 5:30 p.m. in the Council Chamber of the City Hall of the City of Friendswood, located at 910 S. Friendswood Dr., Friendswood, Texas 77546, on the creation of a reinvestment zone and its benefits to the City of Friendswood and to property within the zone. The proposed zone consists of approximately 326 acres of land generally located along FM 528/W. Parkwood Avenue at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also including three of the four corner tracts at the intersection of FM 528/W. Parkwood Avenue and Friendswood Parkway, wholly located within Galveston County and the corporate limits of the City of Friendswood, Texas. A map depicting the boundaries of the proposed reinvestment zone is available in the office of the City Secretary at Friendswood City Hall, 910 S. Friendswood Dr., Friendswood, Texas 77546, and is available for public inspection.

At the public hearing, all interested persons may speak for or against the creation of the proposed reinvestment zone, its boundaries, and/or the concept of tax increment financing; and any owner of property within the proposed reinvestment zone shall be provided a reasonable opportunity to protest the inclusion of their property within the proposed reinvestment zone. After the public hearing, the City Council will consider adoption of an ordinance creating the reinvestment zone.

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. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit <http://relaytexas.com>.

/S/Leticia Brysch, City Secretary
City of Friendswood

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider approving the Rules of Procedure of the Zoning Board of Adjustment of the City of Friendswood.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On April 23, 2024, the Zoning Board of Adjustment of the City of Friendswood (the "ZBOA") met and adopted updated Rules of Procedure for its meetings consistent with Resolution No. 2022-25, Section 2-23 of the Friendswood City Code, and Section 211.008 of the Texas Local Government Code. Such rules include information concerning the following:

Authority
General Meeting Rules
Types of Meetings

Presiding Officers and Duties
Code of Conduct
Order of Business

Hearings and Decisions
Prohibition on Ex Parte
Communications

Section 211.008(e) of the Texas Local Government Code provides that the Board shall adopt rules with the approval of the City Council. This item allows Council to approve such rules.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ZBOA recommends approval.

ATTACHMENTS

1. ZBOA Rules of Procedure

FRIENDSWOOD ZONING BOARD OF ADJUSTMENT RULES OF PROCEDURE

1. AUTHORITY.

- 1.1 Authority.** The Zoning Board of Adjustment of the City of Friendswood (the "Board") was established by the City Council to perform those powers and duties expressed in Section 2-83 of the Friendswood City Code. The Board's primary functions are to hear and decide:
- a. Requests for special exceptions to the terms of a zoning ordinance, where expressly authorized by Appendix C (Zoning Ordinance) of the Friendswood City Code; and
 - b. Requests for variances from the terms of a zoning ordinance adopted under Appendix C (Zoning Ordinance) of the Friendswood City Code and certain sign regulations adopted under Appendix A (Sign Code) of the Friendswood City Code in certain situations;
 - c. Appeals that allege error in an order, requirement, decision, or determination made by an administrative official in the enforcement concerning the following:
 - (1) Appendix A (Sign Code) of the Friendswood City Code; or
 - (2) Appendix C (Zoning Ordinance) of the Friendswood City Code;
- 1.2 Rules.** The Board hereby enacts these rules of procedure for all Board meetings and appeals of the Board under the authority of Section 221.008(e) of the Texas Local Government Code and Sections 2-23 and 2-82(a) of the Friendswood City Code.
- 1.3 Purpose.** During any regular or special meeting, a reasonable opportunity shall be given to the citizens of the City of Friendswood (the "City") to be heard, including, but not limited to, those matters under consideration. The rules of procedure are enacted as guidelines to be followed by all persons in the Council Chamber, including City administrative staff, news media and visitors.
- 1.4 Conflict.** In the event of a conflict with the Friendswood City Code, Chapter 211 or other applicable law, the Code, Chapter 211 or other law supersedes these rules.

2. GENERAL MEETING RULES.

- 2.1 Meetings to be Public.** All meetings of the Board shall be open to the public, except as authorized by law.
- 2.2 Quorum.** Four or more members of the Board constitute a quorum.
- 2.3 Vote.** An affirmative vote of four (4) Board Members present is necessary to adopt, approve, or take any official action in the name of the Board, including:

- a. to reverse an order, requirement, decision or determination of an administrative official;
 - b. to decide in favor of an applicant on a matter which the Board is required to pass under the City's Zoning or Sign Ordinances; or
 - c. to authorize a variance or special exception to the City's Zoning Ordinance.
- 2.4 Compelling Attendance.** No member shall be excused from attendance at a Board meeting except for good, valid reasons.
- 2.5 Minutes of Meetings.** An account of all proceedings of the Board shall be kept by the Secretary of the Board in accordance with Chapter 551 of the Texas Government Code and Section 211.008(f) of the Texas Local Government Code, as amended. Such account shall constitute the official record of the Board.
- 2.6 Questions to Contain One Subject.** All questions submitted for a vote shall contain only one subject.
- 2.7 Right of Floor.** Any member of the Board desiring to speak shall be recognized by the Presiding Officer, and shall confine his/her remarks to the subject under consideration or to be considered. Generally, no Board Member shall be allowed to speak more than once on any one subject until every Board Member wishing to speak shall have spoken.
- 2.8 Director.** The Director of Community Development or his/her designee (the "Director") shall attend all meetings of the Board, unless excused; may make recommendations; and has the right to take part in all discussions, but shall have no vote.
- 2.9 City Attorney.** The City Attorney shall attend all meetings of the Board unless excused and shall, upon request, give an opinion, either written or oral, on questions of law, unless conflicted. The City Attorney shall act as the Board's parliamentarian.
- 2.10 Building Official.** The City Building Official or his/her designee (the "Building Official") shall attend all meetings of the Board, unless excused. He/she may make recommendations and have the right to take part in all discussions but shall have no vote.
- 2.11 Secretary.** The Director shall (i) serve as the Board's Secretary, (ii) attend all meetings of the Board unless excused, (iii) act as the reading and recording secretary of the Board, (iv) keep the official minutes, and (v) perform such other duties as may be requested and assigned by the Chair. The Secretary shall keep a copy of these rules available for reference.
- 2.12 Amendment of Rules.** These rules may be amended or new rules may be adopted by the affirmative vote of four or more members of the Board and with City Council approval.

3. TYPES OF MEETINGS.

- 3.1 **Regular Meetings.** The Board shall hold its regular meetings in the Council Chamber of City Hall, 910 S. Friendswood Drive, Friendswood, Texas, on the fourth (4th) Tuesday of each month beginning at 6:00 p.m., unless otherwise established by the Board. If a holiday falls during the week of the normal meeting date, it will be moved to the third Tuesday.
- 3.2 **Special Meetings.** Special meetings of the Board shall be called by the Secretary upon the request of the Presiding Officer, or two members of the Board. In the event of a special called meeting, the Secretary shall notify each member of the Board.
- 3.3 **Notice of Meetings.** The agenda for all Board meetings shall be posted by the Secretary on the City's official bulletin board, and notice of all meetings shall be given by the Secretary pursuant to the requirements of the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

4. PRESIDING OFFICER AND DUTIES.

- 4.1 **Presiding Officer.** The Chair, or in his/her absence, the Vice Chair, shall preside as the Presiding Officer at all meetings of the Board. In the absence of both the Chair and Vice Chair, and with a quorum being present, the Board shall elect a temporary Presiding Officer. No member of the Board shall be required to abstain from voting on the election of a Chair, Vice Chair, or temporary presiding officer (the "Presiding Officer") under this section.
- 4.2 **Alternate Members.** In the absence of any regular members, the Presiding Officer shall select Alternate Members to fill the seats of the absent regular members.
- 4.3 **Call to Order.** The meetings of the Board shall be called to order by the Chair, or in his/her absence the Vice Chair; and in the absence of both the Chair and the Vice Chair, the meeting shall be called to order by the Secretary.
- 4.4 **Preservation of Order.** The Presiding Officer shall (i) preserve order and decorum, (ii) prevent insulting references to Board Members, impugning of other members' motives, and repetitious comments and (iii) confine remarks to the question under discussion.
- 4.5 **Substitution for Chair.** The Chair may call upon the Vice Chair, or if he/she is unavailable, then any other member to take his/her place for a portion of a meeting. Such substitution is not to continue beyond adjournment.
- 4.6 **Points of Order.** The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the Board. If any appeal is taken, then the question shall be, "Shall the decision of the Presiding Officer be sustained"? If four or more members present vote "No," the ruling of the Presiding Officer is overruled; otherwise, it is sustained.
- 4.7 **Questions to be stated.** The Presiding Officer shall state all questions submitted for a vote and announce the results. A roll call shall be taken upon the request of any member.

4.8 Recess. The Presiding Officer may recess a meeting for up to fifteen (15) minutes at regular intervals of approximately fifteen (15) minutes at appropriate points in the meeting agenda.

4.9 Votes. Board Members shall clearly indicate their vote on each matter submitted to a vote.

(a) The Presiding Officer may make or second motions, and shall vote on all matters before the Board, unless otherwise prohibited by law, but shall have no power of veto.

(b) The Presiding Officer shall have no power to recess a meeting or to adjourn a meeting to prevent the Board from considering an agenda item or lay the same out for consideration except in strict accordance with the Texas Open Meetings Act, the City Charter, and as enacted herein. If, notwithstanding the positive provisions of this rule, the Presiding Officer – whether Chair, Vice Chair, or Board Member presiding – shall attempt to prevent Board from taking any action on any agenda item brought before it, any Board Member present may call for a vote of the Board to consider the matter.

(c) Excluding conflicts of interest as provided by law, all Board Members present at each meeting must vote on each subject presented for Board vote.

4.10 Attendance of Witnesses. The Chair may compel the attendance of witnesses at hearings before the Board.

5. CODE OF CONDUCT.

5.1 Board Members.

(a) During Board meetings, Board Members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to observe the rules of the Board. If ruled to be not in order, he/she shall remain silent or shall alter his/her remarks so as to comply with rules of the Board.

(b) A Board Member, once recognized, shall not be interrupted while speaking unless (i) called to order by the Presiding Officer, (ii) a point of order is raised by another Board Member, or (iii) the speaker chooses to yield to questions from another member. If a Board Member is called to order while he/she is speaking, he/she shall cease speaking immediately until the question of order is determined. If ruled to be in order, he/she shall be permitted to proceed.

(c) Any member of the Board, including the Presiding Officer, who fails to observe decorous and orderly behavior during a meeting or who disturbs a meeting of the Board with such disorderly conduct, is subject to being expelled from such meeting upon motion passed by two-thirds ($\frac{2}{3}$) vote of the Board present at the meeting.

(d) Any member of the Board, including the Presiding Officer, reprimanded by motion or expelled from a meeting by motion who thereafter commits another breach of decorous and disorderly behavior during a subsequent meeting and again disturbs

any meeting of the Board by such disorderly conduct shall be subject to the same power of Board to reprimand him/her, expel him/her from the meeting, or subject such member to investigation by the City Council in accordance with Section 3.16 of the Charter.

5.2 Administrative Staff.

- (a) Administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the Board and shall have no voice unless and until recognized by the Presiding Officer.
- (b) While the Presiding Officer shall have the authority to preserve decorum in meetings as far as staff members and City employees are concerned, the Director also shall be responsible for the orderly conduct and decorum of all City employees under his/her direction and control.
- (c) All remarks and questions addressed to the Board shall be addressed to the Board as a whole and not to any individual member thereof.
- (d) No staff member, other than a staff member having the floor, shall enter into a discussion, either directly or indirectly, without permission of the Presiding Officer.

5.3 Citizens.

- (a) Citizens are welcome and invited to attend all meetings of the Board and will be admitted to the Council Chamber or other room in which the meeting is held, up to the fire safety capacity of the room and/or to protect the health, safety, and welfare of the public.
- (b) Citizens will refrain from private conversation in the Chamber, or other room, while the Board meeting is in session.
- (c) Citizens attending Board meetings shall observe the same rules of propriety, decorum, and good conduct applicable to the administrative staff. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Board or while attending the Board meeting shall be removed from the room if so directed by the Presiding Officer, and such person shall be barred from that session of the Board.
- (d) Unauthorized remarks from the audience, stamping of feet, applauding, whistles, yells, and similar demonstrations shall not be permitted, and the Presiding Officer shall direct the removal of such offenders from the room. In case the Presiding Officer shall fail to act, any member of the Board may move to require him/her to act to enforce the rules, and the affirmative vote of a majority of the quorum of members of the Board present shall require the Presiding Officer to act.
- (e) No placards, banners, or exhibits of any kind will be permitted in the Council Chamber or meeting room except exhibits, displays, and visual aids used in

connection with presentations to the Board, provided that such exhibits, displays and visual aids do not disrupt the meeting.

5.4 In General.

- (a) **Rules.** *Robert's Rules of Order* (latest revision) shall govern in all cases, unless Robert's Rules of Order are in conflict with the City Charter, City ordinances, or rules of procedure hereby adopted, provided that the "Rules Governing Debate, Rules Against the Chair's Participation in Debates" shall not be applicable and the Presiding Officer shall have the right to participate in debate of issues pending before the Board.

Any one or all of these rules of procedure may be suspended in order to allow a particular consideration of a matter, provided that it does not violate the state law or home rule charter, and provided that not less than four Board Members vote in favor of such suspension. Where any rule embodies a provision of state law, identically or in substance, such rule may not be suspended.

- (b) **Recognition by Presiding Officer.** No person shall address the Board without first being recognized by the Presiding Officer.
- (c) **Procedure.** Each person addressing the Board shall approach the podium, give his/her name and address in an audible tone of voice for the record, state the subject the person wishes to discuss, and if representing a group, identify the group or organization the person represents. All comments shall be addressed to the Board as a whole and not to any member thereof. No person other than members of the Board and the person having the floor shall be permitted to enter into any discussion, directly or through a member of the Board, without permission of the Presiding Officer. No question may be asked of a member of the City staff without the permission of the Presiding Officer.
- (d) **Spokesperson for group of persons.** In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject, it shall be proper for the Presiding Officer to request that a spokesperson be chosen by the group to address the Board, and in case additional matters are to be presented by any other member of the group, to limit the number of such persons addressing the Board.
- (e) **Charges against employees.** Should any person in a Board meeting charge an employee with improper conduct, malfeasance, nonfeasance, or misfeasance, then in such event, such person shall be ruled out of order immediately and instructed to refer his/her complaint to the Director.
- (f) **Disturbances.** No person attending any Board meeting shall delay, interrupt, or disrupt the proceedings or refuse to obey the orders of the Presiding Officer. Any person making personal, impertinent, and slanderous remarks or who becomes boisterous while addressing the Board or while attending the Board meeting shall be removed from the room if so directed by the Presiding Officer.

(g) Communication Devices.

- (1)** The use of wireless communication devices to send/receive text messages, instant messages, and/or emails between members of the Board during Board meetings is prohibited.
- (2)** No person attending any Board meeting shall possess a pager, cellular telephone, radiotelephone, or other device that is set in a mode to provide audible notification of an incoming call, text, or page.
- (3)** No person attending any Board meeting shall use a cellular telephone, radiotelephone, or other telecommunication device for audible communications while the Board meeting is in session.

(h) Translation Services. Any person who intends to participate in a hearing before the Board shall notify the staff at least 48 hours prior to the meeting of the Board so that the staff may supply a translator for the person who requests translation. Translation may include sign language or a language besides English.

6. ORDER OF BUSINESS.

6.1 Agenda. The order of business of each regular and special meeting shall be as contained in the agenda prepared by the Director. The agenda shall be a listing by topic of subjects to be considered by the Board. Placement of items on the agenda shall be governed by this Section. Conduct of business at special meetings shall likewise be governed by an agenda and the rules of procedure contained herein. The placement of agenda items for each meeting is determined as follows:

- (a) Submission Deadline.** Except as provided in subsection (b) of this section, all matters, including all written data, to be brought before the Board for its consideration shall be submitted in writing to the Director's Office not later than 12:00 p.m. of the first Tuesday of the month preceding the meeting at which the same is to be considered. If the meeting is rescheduled to the third Thursday due to a holiday, the submittal date will be 12:00 p.m. the fourth Tuesday of the previous month.
- (b) Approval of Agenda Item.** The Director, the Building Official, the Presiding Officer, or two Board Members must grant approval for an item to be included on the agenda.

The agenda order set out is the desired order for conducting the business of the Board in regular and special meetings. When in the best interest of the Board and the citizens of the City require, any item appearing on the agenda may be considered out of order as shall be determined by the Presiding Officer in his/her sole discretion.

6.2 Agenda Order. The order of the agenda shall be as follows unless the Chair or Director determines that a different order is in the best interest of the Board, and/or the citizens of the City:

(a) Call to Order.

(b) Public Comment.

- (1) Any citizen shall have a reasonable opportunity to be heard at any and all regular or special meetings of the Board in regard to any and all matters to be considered at any such meetings, or such other matters as citizens may wish to bring to the Board's attention. Any matter not posted on the agenda may not be discussed by the Board, nor shall any action be taken by the Board, except to indicate that the matter may be placed on a later agenda.
- (2) Each speaker shall submit a card requesting the right to address the Board to the Secretary prior to the commencement of the meeting.
- (3) Each speaker shall be granted a three-minute time period to speak before the Board, and the Presiding Officer shall retain the discretion to further limit or increase this time as he/she deems appropriate. Speakers may not pass their time.
- (4) No electronic media is allowed for presentation during the public comment period. Information being presented to the Board should be in paper format, and eight (8) copies should be provided to the Secretary for distribution to the Board and staff.

(c) Approval of Minutes.

(d) Variances - Zoning.

(e) Special Exceptions - Zoning.

(f) Appeals from a decision of a City official, including text interpretations of the Zoning Ordinance.

(g) Variances – Sign Code.

(h) Staff Report.

The Director or Building Official will present reports of current issues and affairs of interest to the Board.

(i) Adjournment.

7. HEARINGS AND DECISIONS.

7.1 Required Attendance. A party may appear in person or be represented by counsel or an agent.

7.2 Time Limitations.

- (a) Variances and Special Exceptions.** The applicant for a variance or special exception shall be given a reasonable period of time to present testimony and evidence in support of the variance or special exception. Presentations on behalf of an application for a variance or special exception by a person other than the applicant shall be limited to a total of three (3) minutes. Presentations on behalf

of opponents shall be limited to a total of three (3) minutes. The applicant shall have a total of two (2) minutes to rebut the arguments of the opponents.

- (b) **Appeals and Other Decisions.** Both parties to an appeal or other matter not described in subsection (b) of this section shall be given a reasonable period of time to present testimony and evidence. Each party shall have a total of three (3) minutes for closing arguments.
- (c) **Increase of Time Limits.** By majority vote of the Board, or upon ruling by the Chair, time limits may be equitably extended. After the public hearing is closed, no further public comment shall be accepted unless requested by the Chair.

7.3 Order of Hearing for a Variance or Special Exception. A hearing for a variance or special exception shall generally adhere to the following format:

- (a) The Chair shall open the hearing and explain the rules of the hearing.
- (b) The Chair shall administer an oath to all persons providing testimony or other evidence.
- (c) The City shall introduce the case and provide a staff report concerning the same.
- (d) The applicant shall present arguments.
- (e) The Chair shall then inquire if there are others affected who support the variance or special exception, who may then speak.
- (f) The Chair shall call next those opposed to the applicant's request to present arguments.
- (g) The Chair may call the applicant to rebut arguments presented by opposition.
- (h) Following any rebuttal, the chair shall close the hearing.

7.4 Appeals and Other Decisions. An appeal hearing or a hearing on another matter, other than described in Section 7.03 hereinabove, should generally adhere to the following format, but the Board may modify the format for particular cases as deemed appropriate:

- (a) The Chair shall open the hearing and explain the rules of the hearing.
- (b) The Chair shall administer an oath to all persons providing testimony or other evidence.
- (c) Each party shall present arguments, testimony, and evidence, starting with the City.
- (d) The Chair may ask for closing statements.
- (e) Following any closing statements, the Chair shall close the hearing.

7.5 Decisions.

- (a) **Board Deliberation.** After closing the public hearing, the Chair may call for questions from the Board to the applicant, staff, witnesses and interested parties in order to bring out all relevant facts, circumstances and conditions affecting the matter and then call for questions from other Board Members or the responsible City official. During its deliberation, the Board may call on any party to the proceeding or witness for further questioning.
- (b) **Disposition.** The Board shall dismiss a matter if the Board finds that it was improperly filed. The Board may deny any matter in which the applicant has failed to appear, provided the Board shall hear those persons appearing in response to the notice of hearing.
- (c) **Written Decision.** The Board shall issue a written decision after the requisite hearing, which written decision shall include:
 - (1) the ultimate disposition of a case;
 - (2) if applicable, any conditions imposed on a variance or special exception;
 - (3) if applicable, the Board's interpretation of the regulation or land use category at issue in the appeal; and
 - (4) the Board's findings.

A decision by the Board is a final determination unless the decision is reversed by a court of competent jurisdiction or the relevant Code provisions are amended by the City Council.

- (d) **Appeal Decisions.** Unless time limits are established by law, the Board shall decide the appeal within a reasonable period of time.

7.6 Reconsideration. The following rules apply to a request that the Board reconsider a prior determination:

- (a) A matter on which the Board has acted may be reconsidered once by the Board.
- (b) A request to reconsider may be filed by any person having original standing in the matter—i.e., for a variance or special exception, an individual who qualifies as an interested party or their agent or the landowner or their agent; for an administrative appeal, an aggrieved party or their agent.
- (c) Requests for reconsideration shall be filed in writing with the Board's Secretary within ten (10) days after the Board's decision and must: (i) state how the Board erred in its determination; (ii) state why the action should be reconsidered; and (iii) be supported by new or clarified evidence.

- (d) The Board shall review the request and shall, on the basis of the written material submitted by the applicant in support of the request, determine whether to reconsider the matter because of an error in its original determination or on the basis of new or clarified evidence not presented to the Board at the original hearing that might affect its determination.
- (e) A member may move to reconsider regardless of the member's vote on the original appeal. The affirmative vote of four (4) members of the Board shall be necessary to reconsider a matter, which shall then be heard immediately following the Board's decision to reconsider.
- (f) Failure of a motion to reconsider shall constitute final action on the matter.

8. PROHIBITION ON EX PARTE COMMUNICATIONS.

- 8.1 Quasi-Judicial Body.** The Board is a quasi-judicial body with authority to decide the rights of individual parties, subject to the requirements of state law and the Friendswood City Code. In deference to its decision-making role, no one other than City staff may contact a member of the Board outside of a public hearing regarding a matter that is pending, or may in the future be pending, before the Board. All communications to the Board outside of a public hearing should be directed to the Board's Secretary.
- 8.2 Limitations on Outside Investigations.** Members shall not individually investigate cases before the Board.
- 8.3 Disqualification.** A Board Member that receives material information regarding a case that is not made available to other members of the Board is disqualified from participating in the case unless the member publicly discloses the information and its source at the earliest reasonable opportunity. A Board Member may disqualify him or herself if an applicant, interested party, or agent has sought to influence the member's vote other than in a public hearing or through documents made available at the public hearing.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider ratifying the City Manager's signature on the Pension System Contract Amendment with the Texas Emergency Services Retirement System and the Friendswood Volunteer Fire Department to increase the monthly contribution rate for the Department's pension.

Originating Department: Emergency Services Department

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item ratifies the City Manager's execution of a Texas Emergency Services Retirement System (TESRS) Contribution Change Request form. This is the volunteer pension program that Friendswood Volunteer Fire Department (FVFD) provides for its volunteer membership. By state statute, the contract with TESRS requires the City of Friendswood to participate as the governing body.

This request and amendment to the contract increased the current pension by \$12.00 per month per volunteer, moving the pension amount from \$144.00 to \$156.00 per month per volunteer.

The costs for this increase are incorporated within the FVFD FY 2024 annual budget as currently proposed. As such, signing this amendment does not further increase city costs. The FVFD will use the remaining allocated pension funds acquired through evaluation of participating numbers and requirements. The FVFD pension goal is to be in step with our surrounding neighbors.

The Pension Board met and approved the adjustment of the roster to accommodate the proposed increase.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Texas Emergency Services Retirement System (TESRS) and a small per call stipend that help defray costs of volunteering are the only financial benefit individual volunteers receive. As such, this is a critical piece in the recruitment and retention process of volunteers.

While FVFD is comparably behind with respect to contribution per volunteer neighboring departments that participate in TESRS, the increase in contribution puts FVFD at a position to stay competitive.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. TESRS Comparison FY2025
2. TESRS Contract

TESRS Relative Position

versus Neighbors

VFD	2022	Current	2025?	Delta
Alvin	\$205	\$215	\$205	\$10
Dickinson	\$90	\$200	\$90	\$110
League City	\$200	\$200	\$200	none
Santa Fe	\$175	\$175	\$175	none
Pasadena	\$175	\$175	\$175	none
Deer Park	\$144	\$144	\$144	none
Angleton	\$157	\$163	\$157	\$6
Friendswood	\$108	\$144	\$168-\$180	\$36
Average	\$150	\$172	\$175	
FVFD of Average	72%	84%	96-103%	

Comments & Observations

- Those above \$150 in 2021/2022 have made limited increases.
- This has allowed FVFD become closer to the average (~50% reduction in gap).
- FVFD is still towards the bottom of the neighboring communities (only Seabrook is lower)
- Dickinson made a very aggressive increase of \$110.
- A \$24 to \$36 increase would put FVFD in the **middle of pack aligned with average**.
- League City, Dickinson and Alvin are still notably higher
- In looking at the entire list, our neighbors shown here (in G, H and B counties) are as a whole the largest contributors across the state with a few exceptions.

Amendment Effective Date:

April 1, 2024

City of Friendswood, Texas

Friendswood Fire Department

AMENDMENT
Texas Emergency Services Retirement System and
Friendswood, Texas
Friendswood Fire Department

The Texas Emergency Services Retirement System (TESRS) and City of Friendswood Texas (Governing Entity), on behalf of the Friendswood Fire Department (Participating Department), entered into a Contract effective April 1, 2024. The parties agree to the amendment of the Contract as described below. **The effective date of this Amendment is April 1, 2024.**

Monthly Contribution Rate: Effective April 1, 2024, the Governing Entity has elected to increase monthly contributions to the TESRS Pension System on behalf of each active participating member from a rate of **\$144.00 to \$156.00** per month. TESRS will apply the increase in the monthly contributions effective April 1, 2024.

EXECUTION

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed effective April 1, 2024 by their duly authorized officers or other representatives.

City of Friendswood, Texas

DocuSigned by:



FFADFEDE8E9247E...

Morad Kabiri, City Manager

Date: 4/23/2024 | 14:48:28 CDT

Texas Emergency Services Retirement System

DocuSigned by:



9317C255EC284B0...

Jessica O'Brien, Executive Director

Date: 4/24/2024 | 17:16:33 CDT

Friendswood Fire Department

DocuSigned by:



DE2D941B65DC84A0...

Mark Garvin, Board Chair

Date: 4/23/2024 | 18:41:57 CDT

TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM
FORM 200-B – CONTRIBUTION CHANGE REQUEST

(PLEASE TYPE OR CLEARLY PRINT)

1. PARTICIPATING DEPARTMENT NAME AND ADDRESS:			
DEPARTMENT NAME:	Friendswood VFD		
MAILING ADDRESS:	1610 Whitaker Dr.		
CITY STATE ZIP:	Friendswood, TX 77546	PHONE NO:	281-996-3360
2. NAME OF PERSON WITH AUTHORITY TO SIGN CONTRACTS ON BEHALF OF LOCAL BOARD:			
NAME:	Mark Garvin	TITLE:	FVFD Local Board Chairman
EMAIL ADDRESS:	garvin1@peoplepc.com		

3. MONTHLY CONTRIBUTION CHANGE REQUEST:		
CURRENT MONTHLY CONTRIBUTION RATE:	PROPOSED MONTHLY CONTRIBUTION RATE:	CONTRIBUTION CHANGE EFFECTIVE DATE:
\$ 144	\$ 156	04/01/2024

4. GOVERNMENTAL ENTITY NAME AND ADDRESS:			
GOVERNING ENTITY:	City of Friendswood		
MAILING ADDRESS:	910 S. Friendswood Dr.		
CITY STATE ZIP:	Friendswood, TX 77546	PHONE NO:	281-996-3250
5. NAME OF PERSON WITH AUTHORITY TO SIGN CONTRACTS ON BEHALF OF GOVERNING ENTITY:			
NAME:	Morad Kabiri	TITLE:	City Manager
EMAIL ADDRESS:	mkabiri@friendswood.com		

6. ADMINISTRATIVE CONTACT:			
NAME:	Melissa Tauss		
MAILING ADDRESS:	1610 Harold Whitaker Drive		
CITY STATE ZIP:	Friendswood, TX 77546	PHONE NO:	281-996-3360
EMAIL ADDRESS:	mtauss@friendswoodvfd.com		

INSTRUCTIONS:

- 1) Complete the above information and fax or mail this form to TESRS (see below).
- 2) BE SURE TO INCLUDE EMAIL ADDRESSES WHERE INDICATED!
- 3) TESRS will prepare and send via DocuSign® a contract amendment reflecting the contribution change to the Local Board and Governing Entity signatories for e-signatures.
- 4) If applicable, TESRS will issue a supplemental invoice for any retroactive monthly contributions that are subject to this change as indicated by the effective date of the contribution change stated in the contract amendment.

Certificate Of Completion

Envelope Id: 95B9A7BBCB0A486AB45F9F5B4D30B0E8

Status: Completed

Subject: TESRS- Contribution rate increase for Friendswood VFD

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Cassandra G. Davis

AutoNav: Enabled

P.O. Box 12577

Enveloped Stamping: Enabled

Austin, TX 78711

Time Zone: (UTC-06:00) Central Time (US & Canada)

Cassandra.Davis@tesrs.texas.gov

IP Address: 209.99.69.2

Record Tracking

Status: Original

Holder: Cassandra G. Davis

Location: DocuSign

4/23/2024 11:49:08 AM

Cassandra.Davis@tesrs.texas.gov

Signer Events

Morad Kabiri

mkabiri@friendswood.com

City Manager

City of Friendswood

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


FFADFED8E9247E...**Timestamp**

Sent: 4/23/2024 11:54:19 AM

Viewed: 4/23/2024 2:48:00 PM

Signed: 4/23/2024 2:48:28 PM

Signature Adoption: Pre-selected Style

Using IP Address: 72.20.135.226

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mark Garvin

GARVIN1@PEOPLEPC.COM

Friendswood

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Sent: 4/23/2024 2:48:28 PM

Viewed: 4/23/2024 6:41:08 PM

Signed: 4/23/2024 6:41:57 PM

Signature Adoption: Pre-selected Style

Using IP Address: 50.215.119.102

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jessica O'Brien

jessica.obrien@tesrs.texas.gov

Acting Executive Director

TESRS

Security Level: Email, Account Authentication
(None)

DocuSigned by:


9317C255FC284B0...

Sent: 4/23/2024 6:41:58 PM

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Signed: 4/24/2024 5:16:33 PM

Signature Adoption: Pre-selected Style

Using IP Address: 209.99.69.2

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Carbon Copy Events	Status	Timestamp
Melissa Tauss mtauss@friendswoodvfd.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/24/2024 5:16:34 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/23/2024 11:54:19 AM
Certified Delivered	Security Checked	4/24/2024 5:16:28 PM
Signing Complete	Security Checked	4/24/2024 5:16:33 PM
Completed	Security Checked	4/24/2024 5:16:34 PM

Payment Events	Status	Timestamps
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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/08/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the disposal of one (1) vehicle and fourteen (14) pieces of equipment from the Public Works Department through Public Surplus Auction.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Public Works and Administrative Services Departments present one (1) Public Works vehicle and 14 Public Works pieces of equipment and machinery for disposal. The items will be disposed of through a Public Purchase Auction. All the listed vehicles and equipment have been in service for 10 years or more. Auctioning these items will also assist us with our critical effort of applying continued housekeeping at the Deepwood facility. If approved, the vehicles and equipment to be auctioned are identified below:

- PW 56 – 2013 Ford F250 1FT7X2A63DEB45745
- PW114 – 2002 Case 580M JYG0309434
- PW 116 – 2002 Case 580M JYG0309430
- PW107 – 1999 Gradall 45654919
- PW31 – 2003 International Dump Truck 1HTWGADT53J076296
- PW123 – 2007 John Deere Boom Mower L06415D523582
- PW 181 – UNK 12' Homemade Utility Trailer
- PW155 – 2009 Kubota M6040 IDN03020818850
- PW160 – 2011 Kubota N6040 IDN03022482880
- N/A – homemade portable fuel tank
- N/A – Utility Bed
- N/A – 2014 Ford LWB Truck Bed
- N/A – Dump Body for light truck
- N/A – Liftmoore 4000K Truck Crane
- N/A – 6' Mower Deck

Auction proceeds from the sale of the vehicle will be recorded in the vehicle replacement fund to help offset future vehicle purchase(s) and sale of the equipment will be recorded as sale of assets in the City's General Fund.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/08/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the purchase of one (1) service truck for the Public Works Department from Chastang Ford through the Texas Local Government Purchasing Cooperative (BuyBoard).

Originating Department: City Secretary

Degree of importance: Significant.

SUMMARY / ORIGINATING CAUSE

This item allows the Council to approve the purchase of a 2024 F450 Crew Cab Chassis with service body from Chastang Ford in the amount of \$82,550.00 for the Public Works Department (the "Department") through the Texas Local Government Purchasing Cooperative (BuyBoard).

In the approval of the City's FY2023-2024 operating budget, the Department received the approval of its decision package related to the purchase of a Utility Service Truck. The cost associated with this item is within the budget's approved amount, and as the City is purchasing this item through the BuyBoard, it satisfies the State's legal requirements for competitive bidding.

The City of Friendswood is a member of the Texas Local Government Purchasing Cooperative (BuyBoard), which was created to increase the purchasing power of governmental entities and simplify their purchasing of needed equipment and services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The approval of the purchase and implementation of the vehicle in question will immediately, and significantly, improve the continued effective operation of the City of Friendswood's Public Works Department.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. BuyBoard Quote



Prepared by: Ed Miller
03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W4G	Base Vehicle Price (W4G)	\$55,770.00
Packages		
650A	Order Code 650A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.</i>	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$395.00
68L	GVWR: 16,000 lb Payload Package	N/C
Wheels & Tires		
TGM	Tires: 225/70Rx19.5G BSW Traction <i>Includes 4 traction tires on the rear and 2 A/P tires on the front.</i>	\$190.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
512	Spare Tire & Wheel	\$350.00

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Prepared by: Ed Miller

03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack	

Seats & Seat Trim

A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included
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Other Options

PAINT	Monotone Paint Application	STD
203WB	203" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>	Included
96V	XL Chrome Package <i>Includes:</i> - Chrome Front Bumper - Bright Grille - Power Sliding Rear Glass - Rear Window Defroster - Remote Start - Halogen Fog Lamps	\$225.00
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR <i>Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i>	\$285.00
43K	Pro Power Onboard - 2kW <i>Includes dual alternators 12V 250 Amp + 24V 150 Amp. Placement and connection of the aux outlet is the responsibility of the final stage manufacturer.</i>	\$985.00
61J	6-Ton Hydraulic Jack	Included
86M	Dual 68 AH/65 AGM Battery	\$210.00

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Prepared by: Ed Miller
03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

As Configured Vehicle (cont'd)

Code	Description	MSRP
18B	Platform Running Boards	\$445.00
59H	Center High-Mounted Stop Lamp (CHMSL)	N/C
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00
52S	Interior Work Surface	\$140.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00
61L	Front Wheel Well Liners (Pre-Installed)	\$180.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
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Emissions

425	50-State Emissions System	STD
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Exterior Color

Z1_01	Oxford White	N/C
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Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
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Upfit Options

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Prepared by: Ed Miller
03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

As Configured Vehicle (cont'd)

Code	Description	MSRP
ALIGN	FRONT END ALIGNMENT	\$299.00
90 UP	90 DAYS FLOOR PLAN INTEREST DURING UPFIT	\$1,928.00
032495	Install Service Body and equipment per quote	\$21,675.00
Buy Board	Buy Board Fee CONTRACT 724-23 <i>CONTRACT 601-19</i>	\$400.00
SUBTOTAL		\$84,067.00
Destination Charge		\$1,995.00
TOTAL		\$86,062.00

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2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$55,770.00
Options		\$3,995.00
Colors		\$0.00
Upfitting		\$24,302.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
Subtotal		\$86,062.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
01 ft	DISCOUNT AND CONCESSION	-\$3,512.00
Total		\$82,550.00

Customer Signature

Acceptance Date



Prepared by: Ed Miller
03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs

Dimensions

- Conventional Capacity: 17,500 lbs.
- Fifth-wheel towing capacity: 21,200 lbs.
- Vehicle body length: 289.2"
- Vehicle body height: 81.7"
- Front track: 74.8"
- Vehicle turning radius: 28.6'
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 158.1"
- Rear brake diameter: 15.8"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 30,000 lbs.
- Gooseneck towing capacity: 21,400 lbs.
- Vehicle body width: 80.0"
- Wheelbase: 203.0"
- Rear track: 74.0"
- Cab to axle: 84.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Front brake diameter: 15.4"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.7 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- 7.3L V-8 DEVCT variable valve control, engine with 335HP
- Injection Type: sequential MPI
- Horsepower: 335 HP@3750 RPM
- Radiator
- 10-speed automatic
- Recommended fuel: regular unleaded
- Driveline managed traction control
- Engine cylinders: V-8
- Spark ignition system
- Torque: 468 lb.-ft.@3750 RPM
- Auxiliary power take-off
- Rear-wheel drive
- * **Mechanical limited slip differential**

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- Front and rear ventilated disc brakes

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Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- DANA M300 rigid axle rear suspension
- Rear anti-roll bar
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Monotone paint
- Black side window trim
- Black door handles
- * **Body-coloured front bumper rub strip**
- * **Black grille with chrome accents**
- Manual extendable trailer mirrors
- Turn signal indicator in door mirrors
- Conventional right rear passenger door
- 19.5 x 6-inch front and dual rear argent steel wheels
- * **Running boards**
- Clearcoat paint
- Black fender flares
- Black windshield trim
- * **Chrome front bumper**
- 2 front tow hooks
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Conventional left rear passenger door
- LT225/70RS19.5 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- * **FordPass Connect smart device and keyfob vehicle start control**
- Power first-row windows
- * **Power rear windshield**
- Illuminated glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates
- Keyfob activated door locks
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- * **Rear window defroster**
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- Dashboard storage
- PRND in IP
- Upfitter switches

Comfort

- Manual climate control
- Cabin air filter

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Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights

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Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

- Illuminated entry
- Variable instrument panel light
- * **Front fog lights**
- * **High mounted center stop light**
- Fade interior courtesy lights
- Rear reading lights
- Daytime running lights
- Cab clearance lights
- Remote activated perimeter approach lighting

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- 2 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- * **Back-up alarm**
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- SecuriLock immobilizer
- Lane Departure Warning
- * **Rear mounted camera**
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	7,178 lbs.	Rear curb weight	3,143 lbs.
* GVWR	16,000 lbs.	* Payload	8,820 lbs.

Trailer Weights

Fifth-wheel towing capacity	21,200 lbs.	Gooseneck towing capacity	21,400 lbs.
Conventional capacity	17,500 lbs.	GCWR	30,000 lbs.

Front Weights

Front curb weight	4,035 lbs.	* GAWR front	7,500 lbs.
* Axle capacity front	7,500 lbs.	* Spring rating front	7,500 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

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Selected Equip & Specs (cont'd)

GAWR rear 12,880 lbs.
Spring rating rear 12,880 lbs.

Axle capacity rear 12,880 lbs.
Tire/wheel capacity rear 15,000 lbs.

Off Road

Min ground clearance 8.2"

Exterior Measurements

Vehicle body length 289.2"
Vehicle body height 81.7"
Front brake diameter 15.4"
Rear frame height loaded 28.5"
Front track 74.8"
Vehicle turning radius 28.6'
Rear tire outside width 93.9"
Frame section modulus 12.7 cu.in.
Frame rail width 34.2"
Front bumper to back of cab 158.1"

Vehicle body width 80.0"
Wheelbase 203.0"
Rear brake diameter 15.8"
Rear frame height unloaded 34.5"
Rear track 74.0"
Cab to axle 84.0"
Axle to end of frame 47.2"
Frame yield strength (psi) 50000.0
Front bumper to front axle 38.3"

Interior Measurements

Max interior rear cargo volume 52.1 cu.ft.

Interior rear cargo volume with seats folded 52.1 cu.ft.

Interior Volume

Total passenger volume 131.7 cu.ft.

Headroom

Headroom first-row 40.8"

Headroom second-row 40.4"

Legroom

Leg room first-row 43.9"

Leg room second-row 43.6"

Shoulder Room

Shoulder room first-row 66.7"

Shoulder room second-row 65.9"

Hip Room

Hip room first-row 62.5"

Hip room second-row 64.7"

Powertrain

Engine

Engine 7.3L V-8 DEVCT variable valve control, engine with 335HP
Engine cylinders V-8
Engine location Front mounted engine

Valves per cylinder 2
Injection type sequential MPI
Ignition Spark ignition system

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Selected Equip & Specs (cont'd)

Engine mounting direction... Longitudinal mounted engine

Cylinder head material... Aluminum cylinder head

Engine block material... Iron engine block

Engine Specs

Displacement... 7.3L

Bore... 4.21"

Compression ratio... 10.5

cc... 445 cu.in.

Stroke... 3.98"

SAEJ1349... AUG2004 compliant

Engine Power

Horsepower... 335 HP@3750 RPM

Torque... 468 lb.-ft.@3750 RPM

Alternator

Alternator amps... 250A

* Alternator rating... 150A

* Alternator type... Dual alternator

Battery

* Battery amps... 68Ah

Battery rating... 750CCA

* Battery type... Dual lead acid battery

Battery run down protection... Battery run down protection

Engine Extras

Radiator... Radiator

Auxiliary power take-off... Auxiliary power take-off

Transmission

Transmission... 10-speed automatic

Transmission electronic control... Transmission electronic control

Lock-up transmission... Lock-up transmission

Overdrive transmission... Overdrive transmission

First gear ratio... 4.615

Second gear ratio... 2.919

Third gear ratio... 2.132

Fourth gear ratio... 1.773

Fifth gear ratio... 1.519

Sixth gear ratio... 1.277

Reverse gear ratio... 4.695

Seventh gear ratio... 1

Eighth gear ratio... 0.851

Ninth gear ratio... 0.687

Tenth gear ratio... 0.632

Stall ratio... 1.97

Selectable mode transmission... Selectable mode transmission

Sequential shift control... SelectShift Sequential shift control

Transmission oil cooler... Transmission oil cooler

PTO transmission provision... PTO transmission provision

Drive Type

Drive type... Rear-wheel drive

Drivetrain

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Prepared by: Ed Miller
03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

Axle ratio	4.88	
<i>Exhaust</i>		
Tailpipe	Stainless steel single exhaust	
<i>Fuel</i>		
Fuel type	regular unleaded	
<i>Fuel Tank</i>		
Fuel tank capacity	40.00 gal.	
<i>Drive Feature</i>		
* Limited slip differential	Mechanical limited slip differential	Traction control
		Driveline managed traction control

Fuel Economy and Emissions

<i>Fuel Economy</i>	
Secondary fuel type	Gasoline secondary fuel type
<i>Emissions</i>	
Emissions	Federal emissions

Suspension and Handling

<i>Suspension</i>	
Suspension	Firm ride suspension
	Front shock absorbers
	Heavy-duty front shock absorbers
	Rear shock absorbers
	Heavy-duty rear shock absorbers

Driveability

<i>Brakes</i>	
Brake type	4-wheel disc brakes
	Ventilated brakes
	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes
	ABS brakes
	4-wheel antilock (ABS) brakes
<i>Brake Assistance</i>	
Hill start assist	Hill Start Assist
	Brake assist system
	Brake assist system
<i>Front Suspension</i>	
Anti-roll bar front	Front anti-roll bar
	Suspension ride type front
	Mono-beam rigid axle front suspension

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Prepared by: Ed Miller
03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

Front Spring

* HD front springs Heavy-duty front springs Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs Rear springs Heavy-duty rear springs

Rear Suspension

Anti-roll bar rear Rear anti-roll bar Suspension type rear Leaf spring rear suspension

Suspension ride type rear DANA M300 rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system Steering type Re-circulating ball steering

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 19.5" Front wheels width 6"

Rear Wheels

Rear wheels diameter 19.5" Rear wheels width 6"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect 70 Diameter 19.5"

Sidewalls BSW Speed S

Tread AS Type LT

Width 225mm Front wheel - RPM 647

Rear Tires

Aspect 70 Diameter 19.5"

Sidewalls BSW Speed S

* Tread AT Type LT

Width 225mm * Rear wheel - RPM 645

Body Exterior

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Prepared by: Ed Miller
03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

Trailering

Towing wiring harness	Trailer wiring harness	Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Number of doors	4 doors	*Running boards	Running boards
Front splash guards	Front splash guards		

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors
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Spare Tire

*Spare tire	Full-size spare tire with steel wheel	*Spare tire location	Spare tire mounted on the frame or chassis
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Tires

Front tires LT load rating	G	Rear tires LT load rating	G
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Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
All-in-one key	All-in-one remote fob and ignition key		

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

*Fob remote vehicle controls FordPass Connect smart device and keyfob vehicle start control

Rear View Mirror

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03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror . . . Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

* 120V AC power outlets 2 120V AC power outlets

Rear Windshield

* Rear window defroster Rear window defroster

* Rear windshield Power rear windshield

Storage

Number of beverage holders . 8 beverage holders
Beverage holders rear Rear beverage holders
Illuminated glove box Illuminated glove box

Beverage holders Front beverage holders
Glove box Illuminated locking glove box
Instrument panel storage Instrument panel covered bin

Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-touch up windows

One-touch down window . . . Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer
Upfitter switches Upfitter switches
Over the air updates Over the air updates

PRND in IP PRND in IP
Accessory power Retained accessory power

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03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

Comfort

Climate Control

Climate control Manual climate control
Rear under seat ducts Rear under seat climate control ducts

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control

Passenger seat direction Front passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control

Armrests front center Front seat center armrest

Armrests front storage Front seat armrest storage

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Rear seats fixed or removable Fixed rear seats

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03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat
Rear seat folding position	Fold-up rear seat cushion	Rear head restraints	Height adjustable rear seat head restraints
Rear head restraint control	Manual rear seat head restraint control	Number of rear head restraints	3 rear seat head restraints

Lumbar Seats

Driver lumbar	Manual driver seat lumbar
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Front Seat Trim

Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Vinyl front seatback upholstery
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Interior Accents

Interior accents	Chrome interior accents
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Gearshifter Material

Gearshifter material	Urethane gear shifter material
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Entertainment Features

LCD Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row LCD displays	2 total number of 1st row displays
LCD primary display size	8 inch primary LCD display		

Radio Features

External memory	SYNC 4 external memory control	Seek scan	Seek scan
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Speakers

Speakers	Standard grade speakers	Speakers number	6
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Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Wireless audio streaming

Lighting, Visibility and Instrumentation

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Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges		

Instrumentation Displays

Temperature display	Exterior temperature display	Driver information center	Driver information center
Clock	In-radio display clock	Compass	Compass

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.20	Engine hour meter	Engine hour meter

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator		

Glass

Tinted windows	Light tinted windows
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Headlights

Headlights	Halogen headlights	Headlight type	Aero-composite headlights
Auto headlights	Autolamp auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	DRL preference setting	DRL preference setting

Front Windshield

Wipers	Variable intermittent front windshield wipers
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Interior Lighting

Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
Front reading lights	Front reading lights	Rear reading lights	Rear reading lights

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03/08/2024

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Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

Lights

Running lights	Daytime running lights	Interior courtesy lights	Fade interior courtesy lights
* Fog lights	Front fog lights	Clearance lights	Cab clearance lights
* High mount stop light	High mounted center stop light	Perimeter approach lighting	Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity	Smart device integration	Smart device wireless mirroring
Emergency SOS	SYNC 4 911 Assist emergency SOS system via mobile device	

Internet Access

Internet access	FordPass Connect 5G mobile hotspot internet access
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USB Ports

USB ports	2 USB ports
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Safety and Security

Airbags

Front impact airbag driver	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Passenger front impact airbag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Overhead airbags	Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Height adjustable seatbelts	Front height adjustable seatbelts
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Security System

Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
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Active Driving Assistance

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Prepared by: Ed Miller
03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Selected Equip & Specs (cont'd)

Lane departure Lane Departure Warning

Forward collision warning Pre-Collision Assist
with Automatic Emergency Braking (AEB)
forward collision mitigation

Cameras

* Rear camera Rear mounted camera

Parking Sensors

* Back up alarm Back-up alarm

Occupant Safety

Child door locks Manual rear child safety door
locks



Prepared by: Ed Miller
03/08/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-450 Chassis 4x2 SD Crew Cab 203" WB DRW XL (W4G)

Price Level: 425 | Quote ID: frien24w4g

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/10/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the disposal of one (1) Police Department vehicle through Houston Auto Auction.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item approves the disposal of one (1) Police Department vehicle, specifically, P292, which is a 2015 Chevy Tahoe, through Houston Auto Auction. The department has decommissioned this vehicle, which has been in service since 2014, and proposes its disposal through services provided by Houston Auto Auction.

Costs associated with keeping the vehicle suitable for service are high, thus, making the most cost-effective solution that of auction. This unit was replaced in 2021. The vehicle will be decommissioned per the standards set by Local Government Code, Section 272.006 Sale or Transfer of Law Enforcement Vehicle, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

Auction proceeds from the vehicle sale will be recorded in the City's Vehicle Replacement Fund to help offset the cost of future vehicle purchase(s).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of all of this vehicle will be deposited into the Vehicle Replacement Fund (VRF).

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 03/21/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider accepting the Avalon at Friendswood Section Three Public Utilities and Drainage Improvements Project and authorizing the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Construction of water, sanitary sewer, storm sewer, and drainage infrastructure for Avalon at Friendswood Section Three has been completed. This infrastructure will serve 123 new lots in the Avalon at Friendswood Subdivision. City Staff has inspected the aforementioned infrastructure and found it to be built in compliance with City specifications. The City has received a one-year maintenance bond from the contractor Harris Construction Company to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Authorize the acceptance of the Avalon at Friendswood Section 3 Utilities and Drainage improvements project into the contractor's one-year maintenance period.

ATTACHMENTS

1. 240422 - Maintenance Bond For Avalon Section 3
2. 240422 - Signed Certificate of Completion Avalon Section 3
3. Certificate of Completion
4. Maintenance Bond - Avalon Sectgion 3

Memorandum

To: Mr. Bobby Skinner, Taylor Morrison of Texas, Inc.

From: Joshua Brooks, PE

Copy: TCEQ Regional Office (Houston) (w/ enclosure)

Date: April 22, 2024

Re: Certificate of Completion
Water, Sanitary Sewer, and Drainage Facilities,
& Paving and Appurtenances
To Serve Avalon at Friendswood Section 3
City of Friendswood, Galveston County, Texas
LJA Job No. 0074-0430B & 0074-0430C (14.1)

The Engineer's Certificate of Completion for the referenced project is attached.

Please call me at 713.358.8125 if you have any questions.

JB/cc

Enclosure

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION**

Name of Project: Water, Sanitary Sewer, and Drainage Facilities, & Paving and Appurtenances To Serve Avalon at Friendswood Section 3

Owner of Project: Taylor Morrison of Texas, Inc.

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

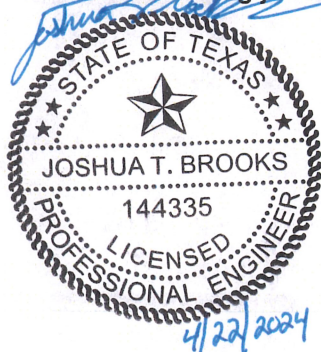
Type of Facilities Constructed, Contract Identification and Name of Contractor: Water, sanitary sewer, drainage facilities and paving and appurtenances, LJA No. 0074-0430B & 0074-0430C, Harris Construction Company, LLC

Consulting Engineer LJA Engineering, Inc.

1904 West Grand Parkway North, Suite 120, Katy, Texas 77449

LJA Project Number: 0074-0430B & 0074-0430C (11.1)

I certify this Project was completed on April 22, 2024, that the Project was under periodic observation during construction; that all observation of the work was performed by or under the supervision of Joshua Brooks, Licensed/Registered Professional Engineer; that to the best of my knowledge the Project was constructed in accordance with and includes all items in plans and specifications filed with the Texas Commission of Environmental Quality and approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the District.



(SEAL)

Joshua Brooks
(Signature)

Joshua Brooks, PE, Project Manager
(Name and Title)

4/22/2024
(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: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider accepting the Public Safety Building Expansion Project and authorizing the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item accepts the Public Safety Building Expansion Project (the "Project") and approves the commencement of CORE Construction's one-year maintenance period.

On February 1, 2021, the City Council approved the selection of CORE Construction (the "Contractor") as the construction manager-at-risk for the Project. The scope of the Project included the expansion of the existing facility located at 1600 Whitaker Drive. City staff inspected the Project and found it to be built in compliance with the contract specifications and City requirements. As such, the City accepts the Project and allows for the commencement of the Contractor's maintenance period. During this time, the City will hold the Contractor's one-year maintenance bond until such time as any and all deficiencies are remedied per staff directions. Upon the completion of this period, the City will take full ownership of the Project and the remaining bond will be released to the Contractor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Maintenance Bond - CORE Construction
2. Contractor's Certification of Completion

DOCUMENT 00790

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

PROJECT NAME: City of Friendswood – Public Safety Building Expansion

PROJECT NUMBER: GO1518CONST

RFQ No.: 2020-17

CONTRACT DATED: February 1, 2021

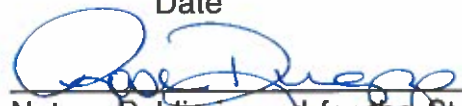
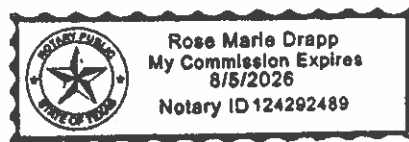
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Gary Frazier who, being by me duly sworn, on his oath says that he or she represents CORE Construction Services of Texas, Inc., the Contractor who has performed a contract with the City of Friendswood for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract Documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the Project Manager; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the City of Friendswood Technical Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.



Affiant's Signature

SWORN AND SUBSCRIBED before me on 02.13.21

Date



Notary Public in and for the State of Texas

Rose Drapp
Print or type name

My Commission Expires: 08.05.26

Expiration Date

THIS IS TO CERTIFY that I have thoroughly inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work.

Hailee Medwedeff

Hailee Medwedeff
Assistant Director over Projects
City of Friendswood

04/09/2024

Date

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider accepting the Blackhawk Emergency Shelter Project and authorizing the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item accepts the Blackhawk Emergency Shelter Project (the "Project") and authorizes the commencement of Construction Masters of Houston, Inc.'s (the "Contractor") one-year maintenance period.

The Project was funded by multiple funding sources, including CDGB-DR grant funds, Water Sewer Working Capital, and General Fund – unassigned fund balance. The scope of the Project included the creation of a public shelter for emergency events at the Blackhawk Facility located at 15355 Blackhawk Boulevard. The shelter space is separated from the rest of the building and will serve as a shelter of last resort during future disasters.

City staff inspected the Project and found it to be built in compliance with the contract specifications and City requirements. As such, the City accepts the project and allows for the commencement of the Contractor's maintenance period. During this time, the City will hold the Contractor's one-year maintenance bond until such time as any and all project deficiencies are remedied per staff directions. Upon the completion of this period, the City will take full ownership of the project and the remaining bond will be released to the Contractor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Certificate of Substantial Completion
2. Maintenance Bond - Blackhawk ER Shelter

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> City of Friendswood Blackhawk Emergency Shelter Project 15355 Blackhawk Blvd. Friendswood, TX 77546	CONTRACT INFORMATION: Contract For: General Construction Date: October 23, 2023	CERTIFICATE INFORMATION: Certificate Number: 001 Date: January 29, 2024
OWNER: <i>(name and address)</i> City of Friendswood 901 S. Friednswood Dr. Friendswood, TX 77546	ARCHITECT: <i>(name and address)</i> PGAL 3131 Briarpark Drive, Suite 200 Houston, Texas 77042	CONTRACTOR: <i>(name and address)</i> Construction Masters of Houston, Inc. 3908 Third St. Pearland, TX 77581

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

All Architectural, Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Security scope of work and Contractor's General Conditions with the exception of the Work identified to be completed here below.

PGAL

ARCHITECT *(Firm Name)*



SIGNATURE

Ryan Bass, AIA, Senior
Associate

PRINTED NAME AND TITLE

January 29, 2024

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

Warranty for HVAC RTU equipment does not commence until the units are installed and made operational.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

- 1) General Conditions portion of remaining work with a balance of \$6,670.76,
- 2) Fire Suppression remaining work with a balance of \$2,829.60,
- 3) Plumbing remaining work with a balance of \$4,277.63,
- 4) And HVAC completion of RTU's and testing and balancing with a balance of \$20,529.06.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within forty-five (45) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$34,307.05

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

All systems and completed work with the exception of the above listed outstanding Warranty items.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Construction Masters of
Houston, Inc.

CONTRACTOR (*Firm
Name*)


SIGNATURE

Justin Davis,
President

PRINTED NAME AND TITLE

February 8, 2024

DATE

City of Friendswood

OWNER (*Firm Name*)


SIGNATURE

Jildardo Arias, Director of
Engineering

PRINTED NAME AND TITLE

February 8, 2024

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: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider accepting, the Blackhawk Facility Renovation Project, exclusive of the generator portion of the project; authorizing the partial release of retainage; and permitting the commencement of the contractor's one-year maintenance period only for the portion of the project accepted.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

This item accepts, in part, the Blackhawk Facility Renovation Project, authorizes the partial release of retainage, and permits the commencement of Construction Masters of Houston, Inc.'s (the "Contractor") one-year maintenance period for only the portion of the project accepted.

This Project was part of the 2019 Bond Elections, and was awarded to Construction Masters on December 5, 2022. The Project was funded by multiple funding sources including 2020 General Obligation Bonds, 2018 Water Sewer Construction Bonds, Water Sewer Working Capital, and General Fund – unassigned fund balance. The Project, other than the generator portion thereof, has been inspected and found to be built in compliance with the contract specifications and City requirements. Due to supply chain issues with the generator, the Contractor has been unable to complete the Project in its entirety.

If approved,

1. the City will withhold funds to cover all expenses associated with the generator and its installation and will release \$203,740.10 of the \$228,789.53 retainage;
2. the maintenance period will begin to run on the completed portion of the project and the City will hold the contract's one-year maintenance bond until project deficiencies are remedied per staff directions.

Once the generator portion of the project is complete, Staff will request Council to fully accept the project and authorize a new maintenance period for the generator portion of the Project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Certificate of Substantial Completion
2. Maintenance Bond - Blackhawk Reno



AIA®

Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
City of Friendswood
Blackhawk Renovation Project
15355 Blackhawk Blvd.
Friendswood, TX 77546

CONTRACT INFORMATION:
Contract For: General Construction
Date: December 14, 2022

CERTIFICATE INFORMATION:
Certificate Number: 002
Date: January 29, 2024

OWNER: *(name and address)*
City of Friendswood
15355 Blackhawk Blvd.
Friendswood, TX 77546

ARCHITECT: *(name and address)*
PGAL
3131 Briarpark Drive, Suite 200
Houston, Texas 77042

CONTRACTOR: *(name and address)*
Construction Masters of Houston, Inc.
3908 Third St.
Pearland, TX 77581

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

All Architectural, Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Security scope of work and Contractor's General Conditions with the exception of the Work identified to be completed here below.

PGAL

ARCHITECT *(Firm Name)*

SIGNATURE

Ryan Bass, AIA, Senior
Associate

PRINTED NAME AND TITLE

January 29, 2024

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

Warranty for equipment does not commence until the units are installed and made operational.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

- 1) Complete installation of the new gas fueled generator and ATS with the remaining balance of \$451,168.68,
- 2) Completion of OH Door Access Controls with a balance of \$20,316.45 (executed in AER-OC-046),
- 3) Completion of door and hardware for Door 191 with a balance of \$5,029.50 (executed in AER-GC-042),
- 4) Completion of the security duress button control panel with a balance of \$1,606.99 (executed in AER-GC-044),
- 5) Completion of Public Works Restroom Partitions with a balance of \$14,612.09 (executed in AER-OC-044).

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within one-hundred eighty (180) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$492,733.71

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

All systems and completed work with the exception of the above listed outstanding Warranty items.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

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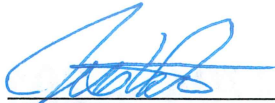
(3B9ADA58)

Construction Masters of
Houston, Inc.

CONTRACTOR (*Firm
Name*)

City of Friendswood

OWNER (*Firm Name*)


SIGNATURE

Justin Davis,
President

PRINTED NAME AND TITLE

February 8, 2024

DATE


SIGNATURE

Jildardo Arias, Director of
Engineering

PRINTED NAME AND TITLE

February 8, 2024

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: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider accepting the Forest Bend Detention Pond Construction Project and authorizing the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item accepts the Forest Bend Detention Pond Construction Project (the "Project") and authorizes the commencement of Jerdon Enterprise, L.P.'s one-year maintenance period.

In December 2019, the City of Friendswood was awarded \$3,426,022.00 in Hurricane Harvey 2017 Community Development Block Grant - Disaster Recovery (CDBG-DR) Round One Funds for the Forest Bend Detention Pond Project. On June 6, 2022, City Council awarded the construction contract for the Project to Jerdon Enterprise, L.P. (the "Contractor"). The scope of the Project consisted of site work, excavation, installation of concrete and pipes, lighting, wetland plantings, and associated park features at Forest Bend Park, including the construction of meandering trails, detention ponds, and associated appurtenances. This Project was funded via a combination of CDBG-DR Grant Funds, General Obligation Bonds, and General Fund.

City staff inspected the Project and found it to be built in compliance with the contract specifications and City requirements. As such, the City accepts the Project and allows for the commencement of the Contractor's maintenance period. During this time, the City will hold the contract's one-year maintenance bond until such time as any and all deficiencies are remedied per staff directions. Upon the completion of this period, the City will take full ownership of the Project and the remaining bond will be released to the Contractor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Maintenance Bond - Forest Bend Detention
2. Contractor's Completion of Final Completion

DOCUMENT 00790

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

PROJECT NAME: Forest Bend Detention Pond
PROJECT NUMBER: FBDETPOND
RFP NUMBER: 2022-05
CONTRACT DATED: May 26, 2022

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Darrol Vincent, Jr., who, being by me duly sworn, on his oath says that he or she represents Jerdon Enterprise, L.P., the Contractor who has performed a contract with the City of Friendswood for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract Documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the City of Friendswood; that all parts of Work are in a neat, tidy, finished condition and ready in all aspects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the City of Friendswood Technical Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.



Affiant: Darrol Vincent, Jr., President

SWORN AND SUBSCRIBED before me on

February 26, 2024
Date



Notary Public in and for the State of Texas



Michelle Brown
Print or Type Name

My Commission Expires: 5/19/2025
Exp Date

THIS IS TO CERTIFY that I have thoroughly inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract Documents governing this Work.

Hailee Medvedeff
City of Friendswood

04/09/2024
Date

END OF DOCUMENT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing the final acceptance of the 2021-2022 Street Striping Maintenance Program.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On April 3, 2023, the City Council accepted the work associated with the City of Friendswood's 2021-2022 Street Striping Maintenance Program (the "Project") and authorized the commencement of Pavcon LTD's (the Contractor") one-year maintenance period. Since that time, City staff conducted its one-year warranty inspection and found everything to be in working order. As such, this item authorizes the final acceptance of the Project and formally releases the Contractor's maintenance bond.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Pavecon, LTD., will have its bond released after final acceptance by the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Release of Bond - FY22 Street Striping
2. Maintenance Bond 21-22 Street Striping

RELEASE OF BOND

Date: May 6, 2024

Project Name: 2021-2022 Street Maintenance Project

TO: Pavecon Ltd. Co.
Attn: Daniel Kilman
9900 Windfern Road
Houston, TX 77064

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 April 3, 2023, 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 Continental Casualty Company, 151 North Franklin, 17th Floor, Chicago, IL 60606, 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

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing the final acceptance of the 2021-2022 Concrete Street Maintenance Program.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On April 3, 2023, the City Council accepted the work associated with the City of Friendswood's 2021-2022 Concrete Street Maintenance Program (the "Project") and authorized the commencement of Greenscape Six, LLC's (the "Contractor") one-year maintenance period. City staff conducted a one-year warranty inspection and found everything to be in working order and in compliance with City specifications. As such, this item authorizes the final acceptance of the Project and releases the Contractor's maintenance bond.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Greenscape Six, LLC, will have its bond released after final acceptance by the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Release of Bond FY22 Street Maintenance - Concrete
2. Maintenance Bond - Greenscape Six, LLC

RELEASE OF BOND

Date: May 6, 2024

Project Name: 2021-2022 Street Maintenance – Concrete Project

TO: Greenscape Six, LLC.

Attn: Mike Archer

7020 FM 3180 RD.

Baytown, TX 77523

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year Warranty. This Project was brought before the City Council on April 3, 2023, 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 Suretec Insurance Company, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, 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

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing the final acceptance of the Bay Area Boulevard Concrete Repairs Project.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On April 3, 2023, the City Council accepted the emergency concrete pavement repairs on Bay Area Boulevard and authorized the commencement of Pavecon Ltd. Co.'s (the "Contractor") one-year maintenance period. City Staff conducted a one-year warranty inspection and found everything to be in working order and in compliance with City specifications. As such, this item authorizes the final acceptance of the Project and releases the maintenance bond to the Contractor.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Pavecon Ltd.Co., will have its bond released after final acceptance by the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Release of Bond - Bay Area Blvd ER Repairs
2. Maintenance Bond - Bay Area ER Repairs

RELEASE OF BOND

Date: May 6, 2024

Project Name: Bay Area Boulevard Concrete Repairs Project

TO: Pavecon Ltd. Co.
Attn: Daniel Kilman
9900 Windfern Road
Houston, TX 77064

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 April 3, 2023, 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 Continental Casualty Company, 151 North Franklin, 17th Floor, Chicago, IL 60606, 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

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing the final acceptance of the Bay Area Boulevard – December 2022 Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On April 3, 2023, the City Council accepted the work related to the Bay Are Boulevard - December 2022 Project (the "Project") and authorized the commencement of Pavecon Ltd. Co.'s (the "Contractor") one-year maintenance period. Since that time, City Staff conducted a one-year warranty inspection and found everything to be in working order and in compliance with City specifications. As such, this item authorizes the final acceptance of this Project and releases the Contractor's maintenance bond.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Pavecon, Ltd.Co., will have its bond released after final acceptance by the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Release of Bond-Bay Area Dec 2022
2. Maintenance Bond - Bay Area Blvd December 2022

RELEASE OF BOND

Date: May 6, 2024

Project Name: Bay Area Boulevard – December 2022 Project

TO: Pavecon Ltd. Co.
Attn: Daniel Kilman
9900 Windfern Road
Houston, TX 77064

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 April 3, 2023, 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 Continental Casualty Company, 151 North Franklin, 17th Floor, Chicago, IL 60606, 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

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/22/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing the final acceptance of the GC Ortho, LLC, Utility Improvements Project.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On May 1, 2023, the City Council accepted the work related to the GC Ortho, LLC, Utility Improvements Project (the "Project") and authorized the commencement of the Pinnacle Construction Industries, Inc.'s (the "Contractor") one-year maintenance period. City Staff conducted a one-year warranty inspection and found everything to be in working order and in compliance with City specifications. As such, this item authorizes the final acceptance of the Project and the release of the Contractor's maintenance bond.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Pinnacle Construction Industries, Inc., will have its bond released after final acceptance by the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Release of Bond - GC Ortho
2. Maintenance Bond

RELEASE OF BOND

Date: May 6, 2024

Project Name: GC Ortho, LLC Infrastructure Project

TO: Pinnacle Construction Industries, Inc.
308 W. Parkwood Ave. #104b
Friendswood, TX 775446

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year Warranty. This Project was brought before the City Council on May 1, 2023, 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 Merchants Bonding Company, Inc., P.O. Box 14498, Des Moines, IA 50306, 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

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/25/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing the final acceptance of 1 Parkside Drive (formerly known as 1 Hatcher Lane) Waterline Improvements Project.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City began its maintenance bond period of 1 Parkside Drive (formerly known as 1 Hatcher Lane) Waterline Improvements Project in May 2023. That maintenance bond has reached its obligation. This agenda item is to authorize the final acceptance of the 1 Parkside Drive (formerly known as 1 Hatcher Lane) Waterline Improvements Project and formerly release that bond. City staff conducted a warranty inspection and found everything in working order.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

David Wight Construction Company LTD. will have its bond released immediately upon final acceptance of the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 1 Parkside Maintenance Bond
2. Release of Bond - 1 Parkside Drive

RELEASE OF BOND

Date: May 6, 2024

Project Name: 1 Parkside Drive Waterline Improvements

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

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year Warranty. This Project was brought before the City Council on May 1, 2023, 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 Merchants Bonding Company, P.O. Box 14498, Des Moines, IA 50306, 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

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/25/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider authorizing the final acceptance of the Sterling Creek, Section 7 Infrastructure Project.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes the final acceptance of the Sterling Creek, Section 7 Infrastructure Project (the "Project") and releases David Wight Construction Company's (the "Contractor") maintenance bond.

The scope of this project included the construction of water, sanitary sewer, storm sewer, and paving, and appurtenances for Sterling Creek, Section Seven. The improved lots are located adjacent to Friendswood Parkway. The City will maintain the water and sanitary sewer mains while the other infrastructure remains private.

City Staff inspected the aforementioned infrastructure and found it to be in working order and in compliance with City specifications.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. Release of Bond - Sterling Creek Section 7
2. Maintenance Bond

RELEASE OF BOND

Date: May 6, 2024

Project Name: Sterling Creek, Section 7, Infrastructure Project

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

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the one-year Warranty. This Project was brought before the City Council on March 6, 2023, 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 Merchants Bonding Company, P.O. Box 14498, Des Moines, IA 50306, 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

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/02/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider approving the ad valorem tax report for March 2024.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to approve the ad valorem tax report for March 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. GalCo Tax March 2024



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



April 5, 2024

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of March, 2024 is true and correct.

Under my hand and seal this 5th day of April, 2024.



Cheryl E. Johnson

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District

Hitchcock Independent School District
College of the Mainland
Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1

WCID No. 1
WCID No. 12
Bay Colony West MUD
Non Entity Partners (as appropriate):

Clear Creek Independent School District
Friendswood Independent School District
Santa Fe Independent School District
Texas City Independent School District
GC Consolidated Drainage District
Flamingo Isles MUD
Galveston Co Management Dist #1
Galveston County MUD No. 1
Galveston County MUD No. 2
Galveston County MUD No. 3
Galveston County MUD No. 6
Galveston County MUD No. 14
Galveston County MUD No. 15
Galveston County MUD No. 29
Galveston County MUD No. 30
Galveston County MUD No. 31

WCID No. 19
Westwood Management District

Galveston County MUD No. 32
Galveston County MUD No. 39
Galveston County MUD No. 43
Galveston County MUD No. 45
Galveston County MUD No. 46
Galveston County MUD No. 52
Galveston County MUD No. 54
Galveston County MUD No. 56
Galveston County MUD No. 66
Galveston County MUD No. 68
South Shore Harbour MUD No. 2
South Shore Harbour MUD No. 3
South Shore Harbour MUD No. 6
South Shore Harbour MUD No. 7
WCID No. 8
West Ranch Management Dist. #1

04/01/2024 13:38:48 4519829
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 03/01/2024 THRU 03/31/2024
 JURISDICTION: 0337 FRIENDWD CITY

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 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2023	M & O	.379450	169,388.72	.00	11,059.02	.00	180,447.74	434.00	.00	.00	180,881.74
	I & S	.121278	54,139.19	.00	3,534.60	.00	57,673.79	.00	.00	.00	57,673.79
	TOTAL	.500728	223,527.91	.00	14,593.62	.00	238,121.53	434.00	.00	.00	238,555.53
2022	M & O	.388560	4,449.73-	.00	1,100.90	.00	3,348.83-	670.51	.00	.00	2,678.32-
	I & S	.098754	1,130.89-	.00	279.83	.00	851.06-	.00	.00	.00	851.06-
	TOTAL	.487314	5,580.62-	.00	1,380.73	.00	4,199.89-	670.51	.00	.00	3,529.38-
2021	M & O	.385147	33.05	.00	481.02	.00	514.07	462.13	.00	.00	976.20
	I & S	.102167	8.78	.00	127.58	.00	136.36	.00	.00	.00	136.36
	TOTAL	.487314	41.83	.00	608.60	.00	650.43	462.13	.00	.00	1,112.56
2020	M & O	.392153	129.39	.00	64.70	.00	194.09	48.24	.00	.00	242.33
	I & S	.095161	31.40	.00	15.70	.00	47.10	.00	.00	.00	47.10
	TOTAL	.487314	160.79	.00	80.40	.00	241.19	48.24	.00	.00	289.43
2015	M & O	.497200	5.26	.00	.00	.00	5.26	.00	.00	.00	5.26
	I & S	.071500	.76	.00	.00	.00	.76	.00	.00	.00	.76
	TOTAL	.568700	6.02	.00	.00	.00	6.02	.00	.00	.00	6.02
2014	M & O	.530300	8.56	.00	.00	.00	8.56	.00	.00	.00	8.56
	I & S	.061100	.99	.00	.00	.00	.99	.00	.00	.00	.99
	TOTAL	.591400	9.55	.00	.00	.00	9.55	.00	.00	.00	9.55
2013	M & O	.530300	1.94	.00	2.38	.00	4.32	.00	.00	.00	4.32
	I & S	.061100	.23	.00	.28	.00	.51	.00	.00	.00	.51
	TOTAL	.591400	2.17	.00	2.66	.00	4.83	.00	.00	.00	4.83
2010	M & O	.519800	.71	.00	.00	.00	.71	.00	.00	.00	.71
	I & S	.065300	.09	.00	.00	.00	.09	.00	.00	.00	.09
	TOTAL	.585100	.80	.00	.00	.00	.80	.00	.00	.00	.80
ALL	M & O		165,117.90	.00	12,708.02	.00	177,825.92	1,614.88	.00	.00	179,440.80
ALL	I & S		53,050.55	.00	3,957.99	.00	57,008.54	.00	.00	.00	57,008.54
ALL	TOTAL		218,168.45	.00	16,666.01	.00	234,834.46	1,614.88	.00	.00	236,449.34
DLQ	M & O		4,270.82-	.00	1,649.00	.00	2,621.82-	1,180.88	.00	.00	1,440.94-
DLQ	I & S		1,088.64-	.00	423.39	.00	665.25-	.00	.00	.00	665.25-
DLQ	TOTAL		5,359.46-	.00	2,072.39	.00	3,287.07-	1,180.88	.00	.00	2,106.19-
CURR	M & O		169,388.72	.00	11,059.02	.00	180,447.74	434.00	.00	.00	180,881.74
CURR	I & S		54,139.19	.00	3,534.60	.00	57,673.79	.00	.00	.00	57,673.79
CURR	TOTAL		223,527.91	.00	14,593.62	.00	238,121.53	434.00	.00	.00	238,555.53

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TC298-N SELECTION: DEPOSIT

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 03/01/2024 THRU 03/31/2024
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2010 TOTAL			0.80	0.00	0.00	0.00	0.00	0.80
2013 TOTAL			2.17	0.00	2.66	0.00	0.00	4.83
2014 TOTAL			9.55	0.00	0.00	0.00	0.00	9.55
2015 TOTAL			6.02	0.00	0.00	0.00	0.00	6.02
2020 TOTAL			160.79	0.00	80.40	48.24	0.00	289.43
2021 TOTAL			2,093.53	0.00	624.68	462.13	0.00	3,180.34
2022 TOTAL			6,439.49	0.00	1,391.75	670.51	0.00	8,501.75
2023 TOTAL			384,752.90	0.00	17,111.63	434.00	0.00	402,298.53
TOTAL PAYMENTS			393,465.25	0.00	19,211.12	1,614.88	0.00	414,291.25
2021 TOTAL			2,051.70-	0.00	16.08-	0.00	0.00	2,067.78-
2022 TOTAL			12,020.11-	0.00	11.02-	0.00	0.00	12,031.13-
2023 TOTAL			161,224.99-	0.00	2,518.01-	0.00	0.00	163,743.00-
TOTAL REVERSALS			175,296.80-	0.00	2,545.11-	0.00	0.00	177,841.91-
TOTAL FOR UNIT			218,168.45	0.00	16,666.01	1,614.88	0.00	236,449.34

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2024 THRU 03/31/2024
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021	RF240312	1043980010019	202402	115.64-	0.00	0.00	0.00 HK31	115.64	0.00 RF
2021	RF240312	1043980010019	202402	0.00	0.00	0.00	0.00 HK31	115.64-	115.64-RF
2021	RF240312	1050110000017	202112	0.00	0.00	0.00	0.00 HK31	157.99-	157.99-RF
2021	RF240312	1050110000017	202112	157.99-	0.00	0.00	0.00 HK31	157.99	0.00 RF
2021	RF240312	1084720000078	202112	0.00	0.00	0.00	0.00 HK31	159.74-	159.74-RF
2021	RF240312	1084720000078	202112	159.74-	0.00	0.00	0.00 HK31	159.74	0.00 RF
2021	RF240311	168156	202203	0.00	0.00	0.00	0.00 21S1	194.74-	194.74-RF
2021	RF240311	168156	202203	178.66-	0.00	16.08-	0.00 21S1	194.74	0.00 RF
2021	RF240311	184398	202201	121.83-	0.00	0.00	0.00 21S1	121.83	0.00 RF
2021	RF240311	184398	202201	0.00	0.00	0.00	0.00 21S1	121.83-	121.83-RF
2021	RF240311	200320	202112	0.00	0.00	0.00	0.00 21S1	121.83-	121.83-RF
2021	RF240311	200320	202112	121.83-	0.00	0.00	0.00 21S1	121.83	0.00 RF
2021	RF240311	200973	202112	0.00	0.00	0.00	0.00 21S1	121.83-	121.83-RF
2021	RF240311	200973	202112	121.83-	0.00	0.00	0.00 21S1	121.83	0.00 RF
2021	RF240311	201263	202112	213.18-	0.00	0.00	0.00 21S1	213.18	0.00 RF
2021	RF240311	201263	202112	0.00	0.00	0.00	0.00 21S1	213.18-	213.18-RF
2021	RF240311	202940	202110	121.82-	0.00	0.00	0.00 21S1	121.82	0.00 RF
2021	RF240311	202940	202110	0.00	0.00	0.00	0.00 21S1	121.82-	121.82-RF
2021	RF240311	292423	202201	121.83-	0.00	0.00	0.00 21S1	121.83	0.00 RF
2021	RF240311	292423	202201	0.00	0.00	0.00	0.00 21S1	121.83-	121.83-RF
2021	RF240311	720790	202201	617.35-	0.00	0.00	0.00 21S1	617.35	0.00 RF
2021	RF240311	720790	202201	0.00	0.00	0.00	0.00 21S1	617.35-	617.35-RF
2021 TOTAL				2,051.70-	0.00	16.08-	0.00	0.00	2,067.78-
2022	RF240312	1000460000002	202301	465.30-	0.00	0.00	0.00 HK19	465.30	0.00 RF
2022	RF240312	1000460000002	202301	0.00	0.00	0.00	0.00 HK19	465.30-	465.30-RF
2022	RF240312	1043380000064	202212	412.99-	0.00	0.00	0.00 HK19	412.99	0.00 RF
2022	RF240312	1043380000064	202212	0.00	0.00	0.00	0.00 HK19	412.99-	412.99-RF
2022	RF240312	1043980010019	202402	163.41-	0.00	0.00	0.00 HK19	163.41	0.00 RF
2022	RF240312	1043980010019	202402	0.00	0.00	0.00	0.00 HK19	163.41-	163.41-RF
2022	RF240312	1050110000017	202301	318.98-	0.00	0.00	0.00 HK19	318.98	0.00 RF
2022	RF240312	1050110000017	202301	0.00	0.00	0.00	0.00 HK19	318.98-	318.98-RF
2022	RF240312	1084720000078	202301	0.00	0.00	0.00	0.00 HK19	171.84-	171.84-RF
2022	RF240312	1084720000078	202301	171.84-	0.00	0.00	0.00 HK19	171.84	0.00 RF
2022	RF240312	1254280090005	202211	0.00	0.00	0.00	0.00 HK19	516.50-	516.50-RF
2022	RF240312	1254280090005	202211	516.50-	0.00	0.00	0.00 HK19	516.50	0.00 RF
2022	RF240311	168114	202301	0.00	0.00	0.00	0.00 22S1	270.38-	270.38-RF
2022	RF240311	168114	202301	270.38-	0.00	0.00	0.00 22S1	270.38	0.00 RF
2022	RF240311	168156	202301	219.23-	0.00	0.00	0.00 22S1	219.23	0.00 RF
2022	RF240311	168156	202301	0.00	0.00	0.00	0.00 22S1	219.23-	219.23-RF
2022	RF240311	168868	202212	215.01-	0.00	0.00	0.00 22S1	215.01	0.00 RF
2022	RF240311	168868	202212	0.00	0.00	0.00	0.00 22S1	215.01-	215.01-RF
2022	RF240311	184207	202301	121.83-	0.00	0.00	0.00 22S1	121.83	0.00 RF

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2024 THRU 03/31/2024
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022 RF240311	184207	202301	0.00	0.00	0.00	0.00 22S1	121.83-	121.83-RF
2022 RF240311	184300	202301	0.00	0.00	0.00	0.00 22S1	387.46-	387.46-RF
2022 RF240311	184300	202301	387.46-	0.00	0.00	0.00 22S1	387.46	0.00 RF
2022 RF240311	184398	202211	0.00	0.00	0.00	0.00 22S1	213.17-	213.17-RF
2022 RF240311	184398	202211	213.17-	0.00	0.00	0.00 22S1	213.17	0.00 RF
2022 RF240311	200320	202212	267.28-	0.00	0.00	0.00 22S1	267.28	0.00 RF
2022 RF240311	200320	202212	0.00	0.00	0.00	0.00 22S1	267.28-	267.28-RF
2022 RF240311	200973	202212	260.17-	0.00	0.00	0.00 22S1	260.17	0.00 RF
2022 RF240311	200973	202212	0.00	0.00	0.00	0.00 22S1	260.17-	260.17-RF
2022 RF240311	201263	202301	0.00	0.00	0.00	0.00 22S1	505.97-	505.97-RF
2022 RF240311	201263	202301	505.97-	0.00	0.00	0.00 22S1	505.97	0.00 RF
2022 RF240311	201826	202212	0.00	0.00	0.00	0.00 22S1	360.61-	360.61-RF
2022 RF240311	201826	202212	360.61-	0.00	0.00	0.00 22S1	360.61	0.00 RF
2022 RF240311	202940	202301	0.00	0.00	0.00	0.00 22S1	203.65-	203.65-RF
2022 RF240311	202940	202301	203.65-	0.00	0.00	0.00 22S1	203.65	0.00 RF
2022 RF240311	203112	202301	0.00	0.00	0.00	0.00 22S1	179.90-	179.90-RF
2022 RF240311	203112	202301	179.90-	0.00	0.00	0.00 22S1	179.90	0.00 RF
2022 929030624T	234920	202401	0.22-	0.00	0.05-	0.00 CERT	0.00	0.27-TR
2022 RF240311	292423	202302	187.77-	0.00	0.00	0.00 22S1	187.77	0.00 RF
2022 RF240311	292423	202302	0.00	0.00	0.00	0.00 22S1	187.77-	187.77-RF
2022 RF240311	292423	202302	33.19-	0.00	0.00	0.00 22S1	33.19	0.00 RF
2022 RF240311	292423	202302	0.00	0.00	0.00	0.00 22S1	33.19-	33.19-RF
2022 RF240311	384358	202303	0.00	0.00	0.00	0.00 22S1	132.80-	132.80-RF
2022 RF240311	384358	202303	121.83-	0.00	10.97-	0.00 22S1	132.80	0.00 RF
2022 RF240311	405319	202301	121.83-	0.00	0.00	0.00 22S1	121.83	0.00 RF
2022 RF240311	405319	202301	0.00	0.00	0.00	0.00 22S1	121.83-	121.83-RF
2022 RF240308	439692	202212	3,475.91-	0.00	0.00	0.00 CERT	3,475.91	0.00 RF
2022 RF240308	439692	202212	0.00	0.00	0.00	0.00 CERT	3,475.91-	3,475.91-RF
2022 RF240311	512144	202212	0.00	0.00	0.00	0.00 22S1	861.91-	861.91-RF
2022 RF240311	512144	202212	861.91-	0.00	0.00	0.00 22S1	861.91	0.00 RF
2022 RF240311	513647	202301	516.37-	0.00	0.00	0.00 22S1	516.37	0.00 RF
2022 RF240311	513647	202301	0.00	0.00	0.00	0.00 22S1	516.37-	516.37-RF
2022 RF240311	720790	202301	0.00	0.00	0.00	0.00 22S1	582.48-	582.48-RF
2022 RF240311	720790	202301	582.48-	0.00	0.00	0.00 22S1	582.48	0.00 RF
2022 RF240311	733975	202301	0.00	0.00	0.00	0.00 22S1	507.91-	507.91-RF
2022 RF240311	733975	202301	507.91-	0.00	0.00	0.00 22S1	507.91	0.00 RF
2022 RF240311	734008	202301	0.00	0.00	0.00	0.00 22S1	357.01-	357.01-RF
2022 RF240311	734008	202301	357.01-	0.00	0.00	0.00 22S1	357.01	0.00 RF

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2024 THRU 03/31/2024
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022 TOTAL			12,020.11-	0.00	11.02-	0.00	0.00	12,031.13-
2023 RF240313	10004400000020	202401	125.18-	0.00	0.00	0.00 HK07	125.18	0.00 RF
2023 RF240313	10004400000020	202401	0.00	0.00	0.00	0.00 HK07	125.18-	125.18-RF
2023 RF240313	10223500000003	202401	175.18-	0.00	0.00	0.00 HK07	175.18	0.00 RF
2023 RF240313	10223500000003	202401	0.00	0.00	0.00	0.00 HK07	175.18-	175.18-RF
2023 RF240313	10433800000041	202401	195.96-	0.00	0.00	0.00 HK06	195.96	0.00 RF
2023 RF240313	10433800000041	202401	0.00	0.00	0.00	0.00 HK06	195.96-	195.96-RF
2023 RF240313	10433800000064	202401	0.00	0.00	0.00	0.00 HK07	373.31-	373.31-RF
2023 RF240313	10433800000064	202401	373.31-	0.00	0.00	0.00 HK07	373.31	0.00 RF
2023 RF240313	10434000000038	202401	0.00	0.00	0.00	0.00 HK06	105.69-	105.69-RF
2023 RF240313	10434000000038	202401	105.69-	0.00	0.00	0.00 HK06	105.69	0.00 RF
2023 RF240306	10439700000010	202402	857.49-	0.00	60.03-	0.00 HCCE	917.52	0.00 RF
2023 RF240306	10439700000010	202402	0.00	0.00	0.00	0.00 HCCE	917.52-	917.52-RF
2023 RF240313	1043980010019	202402	204.77-	0.00	14.34-	0.00 HK07	219.11	0.00 RF
2023 RF240313	1043980010019	202402	0.00	0.00	0.00	0.00 HK07	219.11-	219.11-RF
2023 RF240313	1043980010020	202312	0.00	0.00	0.00	0.00 HK07	86.29-	86.29-RF
2023 RF240313	1043980010020	202312	86.29-	0.00	0.00	0.00 HK07	86.29	0.00 RF
2023 RF240313	10439900000009	202401	0.00	0.00	0.00	0.00 HK06	209.75-	209.75-RF
2023 RF240313	10439900000009	202401	209.75-	0.00	0.00	0.00 HK06	209.75	0.00 RF
2023 RF240313	10500700000045	202401	188.99-	0.00	0.00	0.00 HK07	188.99	0.00 RF
2023 RF240313	10500700000045	202401	0.00	0.00	0.00	0.00 HK07	188.99-	188.99-RF
2023 RF240313	10501100000017	202401	353.33-	0.00	0.00	0.00 HK07	353.33	0.00 RF
2023 RF240313	10501100000017	202401	0.00	0.00	0.00	0.00 HK07	353.33-	353.33-RF
2023 RF240313	10578400000003	202312	258.09-	0.00	0.00	0.00 HK07	258.09	0.00 RF
2023 RF240313	10578400000003	202312	0.00	0.00	0.00	0.00 HK07	258.09-	258.09-RF
2023 RF240313	10847200000023	202311	31.84-	0.00	0.00	0.00 HK07	31.84	0.00 RF
2023 RF240313	10847200000023	202311	0.00	0.00	0.00	0.00 HK07	31.84-	31.84-RF
2023 RF240301	10983100000009	202402	115.56-	0.00	8.09-	0.00 HCCE	123.65	0.00 RF
2023 RF240301	10983100000009	202402	0.00	0.00	0.00	0.00 HCCE	123.65-	123.65-RF
2023 RF240313	1198840010001	202401	1,573.33-	0.00	0.00	0.00 HK06	1,573.33	0.00 RF
2023 RF240313	1198840010001	202401	0.00	0.00	0.00	0.00 HK06	1,573.33-	1,573.33-RF
2023 924032124CHC	1204000030020	202403	1,774.65-	0.00	159.72-	0.00 HCCE	0.00	1,934.37-TR
2023 RF240313	1209130010030	202401	0.00	0.00	0.00	0.00 HK07	478.18-	478.18-RF
2023 RF240313	1209130010030	202401	478.18-	0.00	0.00	0.00 HK07	478.18	0.00 RF
2023 RF240313	1224680040006	202401	125.19-	0.00	0.00	0.00 HK07	125.19	0.00 RF
2023 RF240313	1224680040006	202401	0.00	0.00	0.00	0.00 HK07	125.19-	125.19-RF
2023 RF240313	1224680050013	202401	22.53-	0.00	0.00	0.00 HK07	22.53	0.00 RF
2023 RF240313	1224680050013	202401	0.00	0.00	0.00	0.00 HK07	22.53-	22.53-RF
2023 RF240301	1254280010007	202402	0.00	0.00	0.00	0.00 HCCE	841.66-	841.66-RF
2023 RF240301	1254280010007	202402	786.60-	0.00	55.06-	0.00 HCCE	841.66	0.00 RF
2023 RF240313	1254280070007	202401	125.18-	0.00	0.00	0.00 HK07	125.18	0.00 RF
2023 RF240313	1254280070007	202401	0.00	0.00	0.00	0.00 HK07	125.18-	125.18-RF

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2023 RF240313	1254280090005	202311	551.42-	0.00	0.00	0.00 HK07	551.42	0.00 RF
2023 RF240313	1254280090005	202311	0.00	0.00	0.00	0.00 HK07	551.42-	551.42-RF
2023 RF240313	1294700060023	202310	0.00	0.00	0.00	0.00 HK06	410.07-	410.07-RF
2023 RF240313	1294700060023	202310	410.07-	0.00	0.00	0.00 HK06	410.07	0.00 RF
2023 RF240308	167901	202312	1,337.01-	0.00	0.00	0.00 CERT	1,337.01	0.00 RF
2023 RF240308	167901	202312	0.00	0.00	0.00	0.00 CERT	1,337.01-	1,337.01-RF
2023 RF240311	168114	202401	0.00	0.00	0.00	0.00 23S0	378.20-	378.20-RF
2023 RF240311	168114	202401	378.20-	0.00	0.00	0.00 23S0	378.20	0.00 RF
2023 RF240311	168156	202401	0.57-	0.00	0.00	0.00 23S0	0.57	0.00 RF
2023 RF240311	168156	202401	0.00	0.00	0.00	0.00 23S0	0.57-	0.57-RF
2023 RF240311	168156	202401	61.71-	0.00	0.00	0.00 23S0	61.71	0.00 RF
2023 RF240311	168156	202401	0.00	0.00	0.00	0.00 23S0	61.71-	61.71-RF
2023 RF240311	168156	202402	234.63-	0.00	0.00	0.00 23S0	234.63	0.00 RF
2023 RF240311	168156	202402	0.00	0.00	0.00	0.00 23S0	234.63-	234.63-RF
2023 RF240311	168447	202401	0.00	0.00	0.00	0.00 23S0	226.63-	226.63-RF
2023 RF240311	168447	202401	226.63-	0.00	0.00	0.00 23S0	226.63	0.00 RF
2023 941031824T	168590	202312	1,171.65-	0.00	0.00	0.00 CERT	0.00	1,171.65-TR
2023 864030424PHC	168617	202402	837.75-	0.00	58.64-	0.00 CERT	0.00	896.39-RI
2023 RF240306	168754	202402	249.68-	0.00	17.48-	0.00 CERT	267.16	0.00 RF
2023 RF240306	168754	202402	0.00	0.00	0.00	0.00 CERT	267.16-	267.16-RF
2023 RF240311	168868	202312	484.62-	0.00	0.00	0.00 23S0	484.62	0.00 RF
2023 RF240311	168868	202312	0.00	0.00	0.00	0.00 23S0	484.62-	484.62-RF
2023 941032124T	169074	202403	83.06-	0.00	0.00	0.00 CERT	0.00	83.06-TR
2023 941032124T	169074	202402	83.07-	0.00	0.00	0.00 CERT	0.00	83.07-TR
2023 941031324T	169118	202311	866.58-	0.00	0.00	0.00 23S2	0.00	866.58-TR
2023 RF240311	184207	202402	307.13-	0.00	21.50-	0.00 23S0	328.63	0.00 RF
2023 RF240311	184207	202402	0.00	0.00	0.00	0.00 23S0	328.63-	328.63-RF
2023 RF240311	184300	202402	0.00	0.00	0.00	0.00 23S0	426.31-	426.31-RF
2023 RF240311	184300	202402	398.42-	0.00	27.89-	0.00 23S0	426.31	0.00 RF
2023 RF240311	200320	202312	0.00	0.00	0.00	0.00 23S0	475.73-	475.73-RF
2023 RF240311	200320	202312	475.73-	0.00	0.00	0.00 23S0	475.73	0.00 RF
2023 RF240311	200453	202312	0.00	0.00	0.00	0.00 23S0	3,214.12-	3,214.12-RF
2023 RF240311	200453	202312	3,214.12-	0.00	0.00	0.00 23S0	3,214.12	0.00 RF
2023 RF240311	200973	202312	0.00	0.00	0.00	0.00 23S0	458.43-	458.43-RF
2023 RF240311	200973	202312	458.43-	0.00	0.00	0.00 23S0	458.43	0.00 RF
2023 RF240311	201045	202401	0.00	0.00	0.00	0.00 23S0	1,160.23-	1,160.23-RF
2023 RF240311	201045	202401	1,160.23-	0.00	0.00	0.00 23S0	1,160.23	0.00 RF
2023 RF240311	201212	202401	0.00	0.00	0.00	0.00 23S0	1,582.45-	1,582.45-RF
2023 RF240311	201212	202401	1,582.45-	0.00	0.00	0.00 23S0	1,582.45	0.00 RF
2023 RF240311	201227	202312	0.00	0.00	0.00	0.00 23S0	371.19-	371.19-RF
2023 RF240311	201227	202312	371.19-	0.00	0.00	0.00 23S0	371.19	0.00 RF
2023 RF240311	201263	202401	0.00	0.00	0.00	0.00 23S0	482.15-	482.15-RF
2023 RF240311	201263	202401	482.15-	0.00	0.00	0.00 23S0	482.15	0.00 RF
2023 RF240308	201431	202312	2,278.31-	0.00	0.00	0.00 CERT	2,278.31	0.00 RF
2023 RF240308	201431	202312	0.00	0.00	0.00	0.00 CERT	2,278.31-	2,278.31-RF

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2023	RF240311	201635	202401	128.90-	0.00	0.00	0.00 23S0	128.90	0.00 RF
2023	RF240311	201635	202401	0.00	0.00	0.00	0.00 23S0	128.90-	128.90-RF
2023	RF240311	201791	202310	0.00	0.00	0.00	0.00 23S0	556.02-	556.02-RF
2023	RF240311	201791	202310	556.02-	0.00	0.00	0.00 23S0	556.02	0.00 RF
2023	RF240311	201826	202401	0.00	0.00	0.00	0.00 23S0	400.28-	400.28-RF
2023	RF240311	201826	202401	400.28-	0.00	0.00	0.00 23S0	400.28	0.00 RF
2023	RF240311	202029	202401	1,277.71-	0.00	0.00	0.00 23S018TX044	1,277.71	0.00 RF
2023	RF240311	202029	202401	0.00	0.00	0.00	0.00 23S018TX044	1,277.71-	1,277.71-RF
2023	RF240311	202059	202401	0.00	0.00	0.00	0.00 23S018TX044	594.31-	594.31-RF
2023	RF240311	202059	202401	594.31-	0.00	0.00	0.00 23S018TX044	594.31	0.00 RF
2023	951032724T	202710	202312	3,550.68-	0.00	0.00	0.00 CERT	0.00	3,550.68-TR
2023	RF240311	202720	202312	574.02-	0.00	0.00	0.00 23S0	574.02	0.00 RF
2023	RF240311	202720	202312	0.00	0.00	0.00	0.00 23S0	574.02-	574.02-RF
2023	RF240311	202940	202312	320.91-	0.00	0.00	0.00 23S0	320.91	0.00 RF
2023	RF240311	202940	202312	0.00	0.00	0.00	0.00 23S0	320.91-	320.91-RF
2023	RF240311	203112	202401	572.05-	0.00	0.00	0.00 23S0	572.05	0.00 RF
2023	RF240311	203112	202401	0.00	0.00	0.00	0.00 23S0	572.05-	572.05-RF
2023	RF240311	219195	202402	0.00	0.00	0.00	0.00 23S0	133.94-	133.94-RF
2023	RF240311	219195	202402	125.18-	0.00	8.76-	0.00 23S0	133.94	0.00 RF
2023	RF240305	219252	202402	0.00	0.00	0.00	0.00 CERT	390.63-	390.63-RF
2023	RF240305	219252	202402	365.07-	0.00	25.56-	0.00 CERT	390.63	0.00 RF
2023	929030624T	234920	202401	344.60-	0.00	0.00	0.00 HAEL	0.00	344.60-TR
2023	941031324T	238252	202402	38,285.81-	0.00	681.94-	0.00 HAEL	0.00	38,967.75-TR
2023	QR240312	238252	202402	9,741.94-	0.00	0.00	0.00 HAEL	0.00	9,741.94-TR
2023	QR240312	238252	202402	9,741.94-	0.00	0.00	0.00 HAEL	0.00	9,741.94-TR
2023	QR240312	238252	202402	9,059.99-	0.00	0.00	0.00 HAEL	0.00	9,059.99-TR
2023	RF240308	288567	202312	0.00	0.00	0.00	0.00 CERT	1,301.89-	1,301.89-RF
2023	RF240308	288567	202312	1,301.89-	0.00	0.00	0.00 CERT	1,301.89	0.00 RF
2023	RF240311	292423	202401	57.86-	0.00	0.00	0.00 23S0	57.86	0.00 RF
2023	RF240311	292423	202401	0.00	0.00	0.00	0.00 23S0	57.86-	57.86-RF
2023	RF240311	292423	202401	439.47-	0.00	0.00	0.00 23S0	439.47	0.00 RF
2023	RF240311	292423	202401	0.00	0.00	0.00	0.00 23S0	439.47-	439.47-RF
2023	RF240311	306971	202401	514.22-	0.00	0.00	0.00 23S0	514.22	0.00 RF
2023	RF240311	306971	202401	0.00	0.00	0.00	0.00 23S0	514.22-	514.22-RF
2023	RF240311	308614	202312	0.00	0.00	0.00	0.00 23S0	61.57-	61.57-RF
2023	RF240311	308614	202312	61.57-	0.00	0.00	0.00 23S0	61.57	0.00 RF
2023	RF240311	310277	202401	600.98-	0.00	0.00	0.00 23S0	600.98	0.00 RF
2023	RF240311	310277	202401	0.00	0.00	0.00	0.00 23S0	600.98-	600.98-RF
2023	RF240305	350968	202402	4,794.74-	0.00	335.64-	0.00 CERT	5,130.38	0.00 RF
2023	RF240305	350968	202402	0.00	0.00	0.00	0.00 CERT	5,130.38-	5,130.38-RF
2023	RF240305	350968	202402	816.95-	0.00	57.19-	0.00 CERT	874.14	0.00 RF
2023	RF240305	350968	202402	0.00	0.00	0.00	0.00 CERT	874.14-	874.14-RF
2023	RF240311	351939	202401	826.21-	0.00	0.00	0.00 23S0	826.21	0.00 RF
2023	RF240311	351939	202401	0.00	0.00	0.00	0.00 23S0	826.21-	826.21-RF
2023	RF240305	368786	202402	442.42-	0.00	30.97-	0.00 CERT	473.39	0.00 RF

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2023 RF240305	368786	202402	0.00	0.00	0.00	0.00 CERT	473.39-	473.39-RF
2023 RF240311	384358	202402	0.00	0.00	0.00	0.00 23S0	1,093.98-	1,093.98-RF
2023 RF240311	384358	202402	1,093.98-	0.00	0.00	0.00 23S0	1,093.98	0.00 RF
2023 RF240308	389617	202401	3,379.91-	0.00	0.00	0.00 CERT	3,379.91	0.00 RF
2023 RF240308	389617	202401	0.00	0.00	0.00	0.00 CERT	3,379.91-	3,379.91-RF
2023 RF240311	394603	202401	125.18-	0.00	0.00	0.00 23S0	125.18	0.00 RF
2023 RF240311	394603	202401	0.00	0.00	0.00	0.00 23S0	125.18-	125.18-RF
2023 RF240311	394610	202401	982.53-	0.00	0.00	0.00 23S0	982.53	0.00 RF
2023 RF240311	394610	202401	0.00	0.00	0.00	0.00 23S0	982.53-	982.53-RF
2023 RF240301	400287	202402	0.00	0.00	0.00	0.00 CERT	367.25-	367.25-RF
2023 RF240301	400287	202402	343.22-	0.00	24.03-	0.00 CERT	367.25	0.00 RF
2023 RF240311	405319	202401	0.00	0.00	0.00	0.00 23S0	451.87-	451.87-RF
2023 RF240311	405319	202401	451.87-	0.00	0.00	0.00 23S0	451.87	0.00 RF
2023 941030424T	407343	202312	1,356.09-	0.00	0.00	0.00 CERT	0.00	1,356.09-TR
2023 951032724T	409372	202312	1,249.32-	0.00	0.00	0.00 23S006TX100	0.00	1,249.32-TR
2023 RF240311	412047	202401	179.57-	0.00	0.00	0.00 23S0	179.57	0.00 RF
2023 RF240311	412047	202401	0.00	0.00	0.00	0.00 23S0	179.57-	179.57-RF
2023 RF240311	420087	202312	0.00	0.00	0.00	0.00 23S0	620.90-	620.90-RF
2023 RF240311	420087	202312	620.90-	0.00	0.00	0.00 23S0	620.90	0.00 RF
2023 RF240311	422977	202401	0.00	0.00	0.00	0.00 23S0	74.47-	74.47-RF
2023 RF240311	422977	202401	74.47-	0.00	0.00	0.00 23S0	74.47	0.00 RF
2023 RF240311	424504	202401	0.00	0.00	0.00	0.00 23S0	972.78-	972.78-RF
2023 RF240311	424504	202401	972.78-	0.00	0.00	0.00 23S0	972.78	0.00 RF
2023 RF240308	439692	202312	0.00	0.00	0.00	0.00 CERT	2,503.64-	2,503.64-RF
2023 RF240308	439692	202312	2,503.64-	0.00	0.00	0.00 CERT	2,503.64	0.00 RF
2023 RF240311	508790	202401	0.00	0.00	0.00	0.00 23S0	348.16-	348.16-RF
2023 RF240311	508790	202401	348.16-	0.00	0.00	0.00 23S0	348.16	0.00 RF
2023 RF240311	512112	202310	0.00	0.00	0.00	0.00 23S0	214.73-	214.73-RF
2023 RF240311	512112	202310	214.73-	0.00	0.00	0.00 23S0	214.73	0.00 RF
2023 RF240311	512144	202401	526.87-	0.00	0.00	0.00 23S0	526.87	0.00 RF
2023 RF240311	512144	202401	0.00	0.00	0.00	0.00 23S0	526.87-	526.87-RF
2023 RF240311	513647	202312	2,156.31-	0.00	0.00	0.00 23S0	2,156.31	0.00 RF
2023 RF240311	513647	202312	0.00	0.00	0.00	0.00 23S0	2,156.31-	2,156.31-RF
2023 RF240311	513681	202312	821.27-	0.00	0.00	0.00 23S0	821.27	0.00 RF
2023 RF240311	513681	202312	0.00	0.00	0.00	0.00 23S0	821.27-	821.27-RF
2023 RF240311	518349	202401	1,128.63-	0.00	0.00	0.00 23S0	1,128.63	0.00 RF
2023 RF240311	518349	202401	0.00	0.00	0.00	0.00 23S0	1,128.63-	1,128.63-RF
2023 RF240305	521139	202402	0.00	0.00	0.00	0.00 CERT	490.18-	490.18-RF
2023 RF240305	521139	202402	458.11-	0.00	32.07-	0.00 CERT	490.18	0.00 RF
2023 951032724T	601275	202311	4,258.79-	0.00	0.00	0.00 CERT	0.00	4,258.79-TR
2023 951032724T	601979	202312	2,559.44-	0.00	0.00	0.00 CERT	0.00	2,559.44-TR
2023 RF240308	605770	202312	2,754.00-	0.00	0.00	0.00 CERT	2,754.00	0.00 RF
2023 RF240308	605770	202312	0.00	0.00	0.00	0.00 CERT	2,754.00-	2,754.00-RF
2023 RF240311	612536	202310	0.00	0.00	0.00	0.00 23S0	939.77-	939.77-RF
2023 RF240311	612536	202310	939.77-	0.00	0.00	0.00 23S0	939.77	0.00 RF

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2023 RF240311	612538	202310	940.46-	0.00	0.00	0.00 23S0	940.46	0.00 RF
2023 RF240311	612538	202310	0.00	0.00	0.00	0.00 23S0	940.46-	940.46-RF
2023 QR240312	710443	202402	23.77-	0.00	0.00	0.00 HAEL	0.00	23.77-TR
2023 QR240312	710443	202402	25.58-	0.00	0.00	0.00 HAEL	0.00	25.58-TR
2023 RF240311	720790	202402	25.58-	0.00	0.00	0.00 HAEL	0.00	25.58-TR
2023 RF240311	720790	202401	0.00	0.00	0.00	0.00 23S0	662.64-	662.64-RF
2023 RF240311	727925	202312	662.64-	0.00	0.00	0.00 23S0	662.64	0.00 RF
2023 RF240311	727925	202312	482.69-	0.00	0.00	0.00 23S0	482.69	0.00 RF
2023 941031524T	731767	202402	0.00	0.00	0.00	0.00 23S0	482.69-	482.69-RF
2023 RF240311	733921	202401	31.58-	0.00	2.22-	0.00 HAEL	0.00	33.80-TR
2023 RF240311	733921	202401	0.00	0.00	0.00	0.00 23S0	1,157.05-	1,157.05-RF
2023 RF240311	733975	202401	1,157.05-	0.00	0.00	0.00 23S0	1,157.05	0.00 RF
2023 RF240311	733975	202401	0.00	0.00	0.00	0.00 23S0	593.64-	593.64-RF
2023 RF240311	734008	202401	593.64-	0.00	0.00	0.00 23S0	593.64	0.00 RF
2023 RF240311	734008	202401	0.00	0.00	0.00	0.00 23S0	396.57-	396.57-RF
2023 RF240311	740019	202401	396.57-	0.00	0.00	0.00 23S0	396.57	0.00 RF
2023 RF240311	740019	202401	1,099.23-	0.00	0.00	0.00 23S0	1,099.23	0.00 RF
2023 RF240311	741383	202401	0.00	0.00	0.00	0.00 23S0	1,099.23-	1,099.23-RF
2023 RF240311	741383	202401	466.84-	0.00	0.00	0.00 23S0	466.84	0.00 RF
2023 RF240311	742347	202401	0.00	0.00	0.00	0.00 23S0	466.84-	466.84-RF
2023 RF240311	742347	202401	196.80-	0.00	0.00	0.00 23S0	196.80	0.00 RF
2023 RF240311	742366	202401	0.00	0.00	0.00	0.00 23S0	196.80-	196.80-RF
2023 RF240311	742366	202401	0.00	0.00	0.00	0.00 23S0	11.96-	11.96-RF
2023 RF240311	742407	202401	11.96-	0.00	0.00	0.00 23S0	11.96	0.00 RF
2023 RF240311	742407	202401	0.00	0.00	0.00	0.00 23S0	2.60-	2.60-RF
2023 RF240311	747812	202402	2.60-	0.00	0.00	0.00 23S0	2.60	0.00 RF
2023 RF240311	747812	202402	0.00	0.00	0.00	0.00 23S0	0.45-	0.45-RF
2023 RF240313	H2060497	202401	0.42-	0.00	0.03-	0.00 23S0	0.45	0.00 RF
2023 RF240313	H2060497	202401	0.00	0.00	0.00	0.00 HK06	117.12-	117.12-RF
2023 RF240313	H410110000141	202312	117.12-	0.00	0.00	0.00 HK06	117.12	0.00 RF
2023 RF240313	H410110000141	202312	0.00	0.00	0.00	0.00 HK06	1,311.10-	1,311.10-RF
2023 719031124CHC	H410110000270	202402	1,311.10-	0.00	0.00	0.00 HK06	1,311.10	0.00 RF
			12,812.20-	0.00	896.85-	0.00 HCCE	0.00	13,709.05-TR
2023 TOTAL			161,224.99-	0.00	2,518.01-	0.00	0.00	163,743.00-
YEAR 2021								
REFUNDS			2,051.70-	0.00	16.08-	0.00	0.00	2,067.78-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			0.00	0.00	0.00	0.00	0.00	0.00
TOTAL			2,051.70-	0.00	16.08-	0.00	0.00	2,067.78-

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TC298-M SELECTION: DEPOSIT

4519829

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 03/01/2024 THRU 03/31/2024
JURISDICTION: 337 FRIENDWD CITY

PAGE: 303
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
YEAR 2022								
REFUNDS			12,019.89-	0.00	10.97-	0.00	0.00	12,030.86-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			0.22-	0.00	0.05-	0.00	0.00	0.27-
TOTAL			12,020.11-	0.00	11.02-	0.00	0.00	12,031.13-
YEAR 2023								
REFUNDS			63,340.92-	0.00	718.64-	0.00	0.00	64,059.56-
RETURNED ITEMS			837.75-	0.00	58.64-	0.00	0.00	896.39-
TRANSFERS/REVERSALS			97,046.32-	0.00	1,740.73-	0.00	0.00	98,787.05-
TOTAL			161,224.99-	0.00	2,518.01-	0.00	0.00	163,743.00-
ALL YEARS								
REFUNDS			77,412.51-	0.00	745.69-	0.00	0.00	78,158.20-
RETURNED ITEMS			837.75-	0.00	58.64-	0.00	0.00	896.39-
TRANSFERS/REVERSALS			97,046.54-	0.00	1,740.78-	0.00	0.00	98,787.32-
TOTAL			175,296.80-	0.00	2,545.11-	0.00	0.00	177,841.91-

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TC168

4519768

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2023 TO 03/31/2024

PAGE: 23
INCLUDES AG ROLLBACK

FISCAL START: 08/01/2023 END: 07/31/2024 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	5,274,185,590	205,704,863	5,479,890,453	0 00.500728	25,801,468.22	16,994
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2023	24,803,290.69	998,177.53	998,177.53	24,810,326.32	24,810,326.32	991,141.90	96.16	0.00
2022	224,620.94	60,872.28-	60,872.28-	98,306.88	98,306.88	65,441.78	60.04	0.00
2021	46,007.11	8,847.70-	8,847.70-	3,398.86	3,398.86	33,760.55	9.15	0.00
2020	28,524.90	581.07	581.07	7,362.65	7,362.65	21,743.32	25.30	0.00
2019	20,010.02	365.81-	365.81-	3,590.93	3,590.93	16,053.28	18.28	0.00
2018	14,875.89	233.69	233.69	2,142.62	2,142.62	12,966.96	14.18	0.00
2017	13,642.64	.00	0.00	1,884.60	1,884.60	11,758.04	13.81	0.00
2016	12,117.53	.00	0.00	1,916.14	1,916.14	10,201.39	15.81	0.00
2015	11,826.76	.00	0.00	1,902.34	1,902.34	9,924.42	16.09	0.00
2014	12,474.54	.00	0.00	1,414.85	1,414.85	11,059.69	11.34	0.00
2013	9,677.98	.00	0.00	1,004.33	1,004.33	8,673.65	10.38	0.00
2012	6,814.94	.00	0.00	998.13	998.13	5,816.81	14.65	0.00
2011	6,841.46	.00	0.00	966.23	966.23	5,875.23	14.12	0.00
2010	3,613.44	.00	0.00	11.69	11.69	3,601.75	.32	0.00
2009	5,164.80	.00	0.00	7.52	7.52	5,157.28	.15	0.00
2008	4,281.97	.00	0.00	0.64	0.64	4,281.33	.01	0.00
2007	1,321.11	.00	0.00	0.00	0.00	1,321.11		0.00
2006	2,437.90	.00	0.00	0.00	0.00	2,437.90		0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61		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	562.90	.00	0.00	0.00	0.00	562.90		0.00
****	25,230,565.72	928,906.50	928,906.50	24,935,234.73	24,935,234.73	1,224,237.49		0.00
CURR	24,803,290.69	998,177.53	998,177.53	24,810,326.32	24,810,326.32	991,141.90		0.00
DELQ	427,275.03	69,271.03-	69,271.03-	124,908.41	124,908.41	233,095.59		0.00

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2023
JURISDICTION: 0337 FRIENDWD CITY

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2024
LAND VALUE	7,378,007,830	7,378,007,830	60,509,255	3,837,999-	56,671,256	7,434,679,086
AG EXCLUSION	32,425,077	32,425,077	5,168,547	11,968	5,180,515	37,605,592
IMPROVEMENTS	942,980,218	942,980,218	271,885,996	32,194,513-	239,691,483	1,182,671,701
APPRAISED VALUE	7,378,007,830	7,378,007,830	332,395,251	36,032,512-	296,362,739	7,674,370,569
EXEMPTIONS	2,071,397,163	2,071,397,163	73,926,221	16,719,687	90,657,876	2,162,055,039
TAXABLE VALUE	5,274,185,590	5,274,185,590	258,469,030	52,764,167-	205,704,863	5,479,890,453
LEVY	24,803,290.69	24,803,290.69	1,699,278.67	701,101.14-	998,177.53	25,801,468.22
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	540	175	722	11,149
OVER 65	3,603	3,603	89	79	172	3,775
DISABLED	178	178	6	9	16	194
VETERAN	259	259	13	1	13	272
TOTAL EXEMPT	88	88	0	0	0	88

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

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 03/31/2024
LAND VALUE	6,593,325,295	6,593,325,295	0	389,018-	389,018-	6,592,936,277
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	543,880	5,133,458-	4,589,578-	869,185,519
APPRAISED VALUE	6,593,325,295	6,593,325,295	543,880	5,522,476-	4,978,596-	6,588,346,699
EXEMPTIONS	1,782,152,718	1,782,152,718	0	8,599,363	8,599,363	1,790,752,081
TAXABLE VALUE	4,778,686,394	4,778,686,394	543,880	14,121,839-	13,577,959-	4,765,108,435
LEVY	224,620.94	224,620.94	2,660.60	63,532.88-	60,872.28-	163,748.66
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	73	73	10,668
OVER 65	3,475	3,475	0	24	24	3,499
DISABLED	180	180	0	7	7	187
VETERAN	253	253	0	4	4	257
TOTAL EXEMPT	84	84	0	0	0	84

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TC160

ALL PROPERTY

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

PAGE: 154
INCLUDES AG ROLLBACK

	CERTIFIED ROLL -----	ROLL AS OF 08/01/2023 -----	SUPPLEMENTALS THIS PERIOD -----	ADJUSTMENTS THIS PERIOD -----	NET CHANGE THIS PERIOD -----	ROLL AS OF 03/31/2024 -----
LAND VALUE	5,827,810,207	5,827,810,207	0	604,274-	604,274-	5,827,205,933
AG EXCLUSION	33,691,313	33,691,313	0	380,567-	380,567-	33,310,746
IMPROVEMENTS	775,157,465	775,157,465	610,453	365,190-	245,263	775,402,728
APPRAISED VALUE	5,827,810,207	5,827,810,207	610,453	969,464-	359,011-	5,827,451,196
EXEMPTIONS	1,579,451,702	1,579,451,702	0	2,961,386	2,580,819	1,582,032,521
TAXABLE VALUE	4,214,667,192	4,214,667,192	610,453	3,550,283-	2,939,830-	4,211,727,362
LEVY	46,007.11	46,007.11	2,974.83	11,822.53-	8,847.70-	37,159.41
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	21	21	10,319
OVER 65	3,255	3,255	0	9	9	3,264
DISABLED	181	181	0	6	6	187
VETERAN	240	240	0	1	1	241
TOTAL EXEMPT	84	84	0	0	0	84

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 155
INCLUDES AG ROLLBACK

	CERTIFIED ROLL -----	ROLL AS OF 08/01/2023 -----	SUPPLEMENTALS THIS PERIOD -----	ADJUSTMENTS THIS PERIOD -----	NET CHANGE THIS PERIOD -----	ROLL AS OF 03/31/2024 -----
LAND VALUE	5,043,274,252	5,043,274,252	0	10-	10-	5,043,274,242
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	19,050-	19,050-	706,394,290
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	19,060-	19,060-	5,043,255,192
EXEMPTIONS	1,218,139,975	1,218,139,975	0	111,116-	111,116-	1,218,028,859
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	92,056	92,056	3,797,889,025
LEVY	28,524.90	28,524.90	.00	581.07	581.07	29,105.97
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	2-	2-	10,218
OVER 65	3,163	3,163	0	1-	1-	3,162
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	2	2	223
TOTAL EXEMPT	80	80	0	0	0	80

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ALL PROPERTY

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

PAGE: 156
INCLUDES AG ROLLBACK

	CERTIFIED ROLL -----	ROLL AS OF 08/01/2023 -----	SUPPLEMENTALS THIS PERIOD -----	ADJUSTMENTS THIS PERIOD -----	NET CHANGE THIS PERIOD -----	ROLL AS OF 03/31/2024 -----
LAND VALUE	4,537,437,822	4,537,437,822	0	10-	10-	4,537,437,812
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	0	48,320-	48,320-	645,883,552
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	48,330-	48,330-	4,537,389,492
EXEMPTIONS	1,018,439,121	1,018,439,121	0	16,990	16,990	1,018,456,111
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	65,320-	65,320-	3,494,249,690
LEVY	20,010.02	20,010.02	.00	365.81-	365.81-	19,644.21
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	0	0	10,000
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	2	2	207
TOTAL EXEMPT	74	74	0	0	0	74

04/01/2024 12:58:4 4519768
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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 157
INCLUDES AG ROLLBACK

	CERTIFIED ROLL -----	ROLL AS OF 08/01/2023 -----	SUPPLEMENTALS THIS PERIOD -----	ADJUSTMENTS THIS PERIOD -----	NET CHANGE THIS PERIOD -----	ROLL AS OF 03/31/2024 -----
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	0	0	617,900,409
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
EXEMPTIONS	891,117,422	891,117,422	0	41,690-	41,690-	891,075,732
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	41,690	41,690	3,292,455,876
LEVY	14,875.89	14,875.89	.00	233.69	233.69	15,109.58
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	1-	1-	10,000
OVER 65	2,897	2,897	0	1-	1-	2,896
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed Property Tax File
For Remitted Deposit Dates 03/01/2024 thru 03/31/2024 as of 04/02/2024

Batch Seq
4520480

Report run on: April 2, 2024 9:35 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 86823	Print Date:04/02/2024						
	Current	58,418.56	18,671.49	0.00	0.00	0.00	77,090.05
	Delq	4,907.95	1,265.85	0.00	0.00	0.00	6,173.80
Last Deposit Date	03/04/2024	\$63,326.51	\$19,937.34	\$0.00	\$0.00	\$0.00	\$83,263.85
ACH 86869	Print Date:04/02/2024						
	Current	26,124.97	8,350.00	0.00	0.00	0.00	34,474.97
	Delq	2,160.57	550.03	0.00	0.00	0.00	2,710.60
Last Deposit Date	03/06/2024	\$28,285.54	\$8,900.03	\$0.00	\$0.00	\$0.00	\$37,185.57
ACH 86958	Print Date:04/02/2024						
	Current	38,298.07	12,240.59	0.00	0.00	0.00	50,538.66
	Delq	(10,920.33)	(2,793.31)	0.00	0.00	0.00	(13,713.64)
Last Deposit Date	03/20/2024	\$27,377.74	\$9,447.28	\$0.00	\$0.00	\$0.00	\$36,825.02
ACH 87001	Print Date:04/02/2024						
	Current	16,088.06	5,141.96	0.00	0.00	0.00	21,230.02
	Delq	251.03	64.20	0.00	0.00	0.00	315.23
Last Deposit Date	03/22/2024	\$16,339.09	\$5,206.16	\$0.00	\$0.00	\$0.00	\$21,545.25
ACH 87047	Print Date:04/02/2024						
	Current	41,518.08	13,269.75	0.00	0.00	0.00	54,787.83
	Delq	978.96	247.98	0.00	0.00	0.00	1,226.94
Last Deposit Date	03/28/2024	\$42,497.04	\$13,517.73	\$0.00	\$0.00	\$0.00	\$56,014.77
Total:		\$177,825.92	\$57,008.54	\$0.00	\$0.00	\$0.00	\$234,834.46

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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

Date requested for City Council consideration: May 6, 2024

Date submitted: 04/02/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider approving the minutes of the City Council Regular Meeting held on April 1, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to review and approve the minutes of the City Council Regular Meeting held on April 1, 2024. The draft minutes are attached to the item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 1. 2024 04 01 Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
APRIL 1, 2024**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, APRIL 1, 2024, 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	Mayor Pro Tem
Trish Hanks	Councilmember
Sally Branson	Councilmember
Joe Matranga	Councilmember
Brent Erenwert	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M.; all members were present.

2. INVOCATION

The invocation was led by Pastor David Lorenz of First Baptist Friendswood Church.

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

Mayor Foreman led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

4. COUNCIL FOR A DAY

A. Consider a proclamation declaring April 2, 2024, as Westwood Elementary School Day in the City of Friendswood.

Mayor Foreman introduced the students and teachers from Westwood Elementary. He noted that the Council for a Day Program allows for second graders from the four elementary schools in Friendswood to “take over” the Council Dais and sit-in for Council and Staff members. The participants included:

Position	Student Name	Teacher Name
Councilmember 1 (Rockey)	Adelina Correa	Leigha Trahan
Councilmember 2 (Branson)	Savannah Dozier	Haley Permenter
Councilmember 3 (Hanks)	Charlotte Gresham	Melissa Comer
Mayor (Foreman)	Reese Buchanan	Lexie Compton

Councilmember 4 (Griffon)	Robin Tucker	Darian Register
Councilmember 5 (Matranga)	Mason James	Jennifer Collins
Councilmember 6 (Erenwert)	Molly Beisner	Maddie Owen
City Attorney (Horner)	Charlotte Boone	Pam Kutz
City Manager (Kabiri)	Lucas Honeycutt	Victoria Motter
City Secretary (Brysch)	Daniel Oluyimika	Dakota Hubbel

A motion was made by Councilmember Adelina Correa (Steve Rockey) and seconded by Councilmember Savannah Dozier (Sally Branson) proclaiming April 2, 2024, as Westwood Elementary School Day in the City of Friendswood. The vote was the following:

Ayes: Mayor Reese Buchanan (Mike Foreman), Councilmember Charlotte Gresham (Trish Hanks), Councilmember Adelina Correa (Steve Rockey), Councilmember Savannah Dozier (Sally Branson), Councilmember Robin Tucker (Robert J. Griffon), Councilmember Mason James (Joe Matranga) and Councilmember Molly Beisner (Brent Erenwert).

Nays: None.

The item passed unanimously.

At 5:40 P.M., Mayor Foreman recessed the meeting for the Council for a Day reception.

At 5:53 P.M., Mayor Foreman reconvened the City Council Regular Meeting.

5. COUNCIL COMMENTS AND REPORTS

Mayor Foreman opened the item by inviting Mayor Pro Tem Rockey to provide a comment. Mayor Pro Tem Rockey relayed this was his penultimate meeting and he would miss the Council for a Day sessions. Councilmember Branson shared over her fun experience with a Girl Scout Troop who wanted to learn about democracy. She noted some of the things they would like to see improved in Friendswood are the air and light pollution. However, the number one thing they wanted was a hot dog stand.

Councilmember Griffon announced The Anson Jones Masonic Lodge would honor local educators and support outstanding students on Tuesday, April 2nd. The Mirabeau B. Lamar Award will be presented to Friendswood High School Theater Director Kathy Powdrell and four (4) high school seniors will receive college scholarships. In addition, as their liaison, Councilmember Griffon bragged on the Galveston County Consolidated Drainage District and all the work that they do.

Mayor Foreman wished Councilmember Erenwert a happy birthday and invited him to comment. Councilmember Erenwert thanked the Mayor and noted that he enjoyed his speech at La Brisa's about his journey from the navy to astronaut. He then commented that he thought they were building progress with Friendswood Independent School District (FISD) on the discussion of school resource officers (SROs). However, he was disappointed that the local newspaper and social media outlets wrongly accused City

Staff and their Permitting Department of delaying the opening of FISD's new auditorium. He commended Emergency Services Director Brian Mansfield and his team for their efforts to uphold their security codes. He hoped there would be better communication between the two (2) entities moving forward. Mayor Foreman closed the comments by expressing his enjoyment of the Council for a Day segment.

6. PUBLIC COMMENT

Mayor Foreman announced four (4) citizens had signed up to speak for a public comment.

Mr. Don Johnson requested to speak before the Council regarding the Harris-Galveston Subsidence District. He presented and discussed over their Annual Groundwater Report that he provided to Council of all the municipalities in Galveston County.

Mr. David Johnson requested to speak before the Council regarding his candidacy for Position No. 1 of the Galveston County Consolidated Drainage District.

Ms. Kim Girouard requested to speak before the Council regarding her candidacy for Position No. 5 of the Galveston County Consolidated Drainage District.

Mr. Jason Jones requested to speak before the Council regarding the Friends with Fire and EMS event and to discuss his candidacy for Position No. 6 of the Galveston County Consolidated Drainage District.

7. PROCLAMATION

A. Present a proclamation designating the month of April as Fair Housing Month in the City of Friendswood.

Mayor Foreman read the proclamation designating the month of April as Fair Housing Month in the City of Friendswood.

8. COMMITTEES OR SPECIAL REPORTS

A. Receive the Galveston County Consolidated Drainage District's Annual Report.

Galveston County Consolidated District's Operations Manager Joseph Anderson presented their Annual Report to Council. He relayed their mission is to reduce the probability of flooding throughout the Friendswood-League City area by improving drainage while preserving the natural beauty of the creeks.

The streams the District maintained were listed as follows:

- | | | |
|------------------|---------------------|----------------------------|
| • Clear Creek; | • Box Ditch; | • Whitehall/Annalea Ditch; |
| • Chigger Creek; | • Dickinson Bayou; | • Eagle Creek; |
| • Cowards Creek; | • Volmar Ditch; | • Mustang Ditch; |
| • Mary's Creek; | • Medera Ditch; | • Your Ditch; and |
| • Coyote Creek; | • Dickinson Bypass; | • Lundy Ditch. |

Mr. Anderson noted their current and upcoming projects included: FM 1959, Deepwood, Frenchman's Creek, and Quaker's Landing. He displayed photos of their projects as well as a drone video of Mary's Creek that can be found on their website. He additionally exhibited their project dashboard on their website

that anyone can access. With that concluding the report, he was open to questions from Council. Councilmember Hanks commented that she was impressed and appreciated all the work that they do.

B. Receive the Keep Friendswood Beautiful Annual Report.

Keep Friendswood Beautiful (KFB) Chairperson Patricia Steinke presented their Annual Report to Council. The KFB Committee's activities and accomplishments were presented as follows:

April – May 2023

- Spring Sparkle
 - 66.12 tons of trash were picked up.
 - 7,348lbs of electronics were dropped off.
 - 6,900 lbs. of paper were shredded.
 - \$1,047.40 was brought in from the garage sale.
- FISD Day of Service: The Wranglerettes volunteered and picked up trash in the park, along the creek line, and planted native plants in Butterfly Landing.
- KFB donated a tree in Stevenson Park on behalf of Loretta Murphy, former KFB member who passed away in 2022.

June 2023

- KFB Photo Contest (received over 175 entries)
- Educational Class with Fort Bend ISD
 - 50 Pre-K Children attended the class where they learned about seeds, butterflies, and bees.
- Keep Texas Beautiful (KTB) Conference
 - Kaye Corey received the Volunteer of the Year award.
 - KFB received the Gold Star Affiliate award.
 - Kimberly Ramirez was recognized as a KTB mentor and a GCAA Judge

July 2023

- KFB won 1st place overall at the 4th Of July Parade for the 2nd year in a row.
- KFB sponsored Movie In The Park featuring Puss In Boots, The Last Wish.

August 2023

- Environmental Class at Centennial Park
 - The IVY School with 60 kids attended the environmental class.
- Chara Back to School Event – KFB talked with over 60 families.

September 2023

- Friends of Downtown Friendswood Association (FDFA) Ice Cream Social.
- New Turf added to the Fairy Entrance.
- Raptor Class – 50 children attended.

October 2023

- Partnering with the FISD Transition Center
 - The students come once a week to assist with folding maps for the Fairy Trail as well as many other workplace tasks that teach them about hard and soft skills.

November 2023

- Fall Hall
 - Total cars that went through the event: 425
 - Student volunteers: 20

- KFB Volunteers: 10
- Waste Connections collected: 91.54 tons of trash
- Shredding: 15,325 lbs.
- Freon Removal: 5 lbs.

December 2023

- The 15th Annual Santa in the Park and the Lighted Christmas Trail
 - KFB assisted with responding to 1,000 letters on behalf of Santa.
 - 1,000+ Christmas Fairy Maps were printed.
 - Over 10,000 people visited the Lighted Christmas Trail and Santa in the Park.

January – March 2024

- Arbor Day Tree Giveaway – 100 Trees were given away to residents.
- 2023 Matching Grant issued to the Friendswood Historical Society.
- Planted several trees at Lake Friendswood Park.
- Presented Business Beautification Award to Friendswood Garden Emporium.
- Introduced a new fairy to the Stevenson Park Fairy Trail.

C. Receive the Fourth of July Steering Committee Annual Report.

As the report was attached to the agenda packet, Mayor Foreman considered the item received.

D. Receive and discuss a recommendation from the Parking Ad Hoc Committee.

Planning and Zoning Chairman Marcus Rives presented to Council the Parking Ad Hoc Committee's recommendation to reduce the parking requirements in Friendswood. The top reasons Mr. Rives provided as to why they should reduce their parking requirements included: to increase taxable value, increase green space, reduce construction costs for developers, allow for redevelopment of large parking lots, need for parking spaces is decreasing, and reduce impact on drainage.

Before reciting the Committee's recommendations, the Council engaged Mr. Rives and Staff with questions on current parking practices. The recommendations were then presented as follows:

- 15% reduction of parking spaces in addition to the current 5% deviation in the Design Criteria Manual, Appendix C, Parking Group Table, for a total of 20% reduction in minimum parking spaces.
- Subsequent review of the parking regulations in two years.
- Increase transparency of existing alternative parking solutions such as shared parking agreements and the opportunity to present parking analyses for consideration by the City Engineer.

Mayor Foreman believed it would be amendable if it were a twenty percent (20%) deviation allowed, but not an across-the-board reduction. Mr. Rives relayed they were recommending twenty percent (20%) across the board. They would leave the criteria manual listed as is, and then take twenty percent (20%) off of whatever that is. Councilmember Branson expressed that she understood they were trying to allow for more flexibility. Businesses could always have more parking as the City was not saying that they would have to do less. They would just like to give business owners the flexibility to make those decisions.

Councilmember Matranga appreciated the effort that was put into the recommendations; however, he did not think this was so broken that it needed fixing. Councilmember Branson, nonetheless, stated that she would like the Planning and Zoning Commission to delve into this as they have run into some roadblocks, especially in the downtown area. Councilmember Matranga added that he did see a need for parking

changes, but specifically in downtown. Mayor Foreman stated that he would like to throw this back to the Planning and Zoning Commission to look at a twenty percent (20%) allowance and not a straight cut.

E. Receive and discuss the 2023 Annual Comprehensive Financial Report.

Whitley Penn Audit Manager Brooke Fuller and CPA Lupe Garcia presented the City of Friendswood 2023 Annual Comprehensive Financial Report to Council, as follows:

Government-Wide Statement of Net Position

- Total Assets and Deferred Outflows: \$325.8 million
 - Cash and investments: \$101.3 million
 - Capital assets, net of depreciation: \$201.4 million
- Total Liabilities and Deferred Inflows: \$174.8 million
 - Unearned revenue: \$10.0 million
 - Bonds payable and unamortized premiums: \$130.6 million
 - Net pension liability: \$18.9 million
- Net Position: \$151.0 million

Long-Term Liabilities

Total Primary Government (Governmental and Business-type Activities)	September 30, 2023	September 30, 2022
General obligation bonds	\$88,245,000	\$62,585,000
Revenue bonds	34,120,000	35,630,000
Notes payable	2,645,629	2,613,729
Total OPEB liability	1,570,435	1,935,531
Net pension liability	18,930,545	5,157,791
Bond premiums	8,228,323	8,457,938
Compensated absences	1,376,966	1,253,753
Subscription-based IT arrangements	92,494	-
Total	\$155,209,392	\$117,633,742

Statement of Revenues, Expenditures, and Changes in Fund Balances

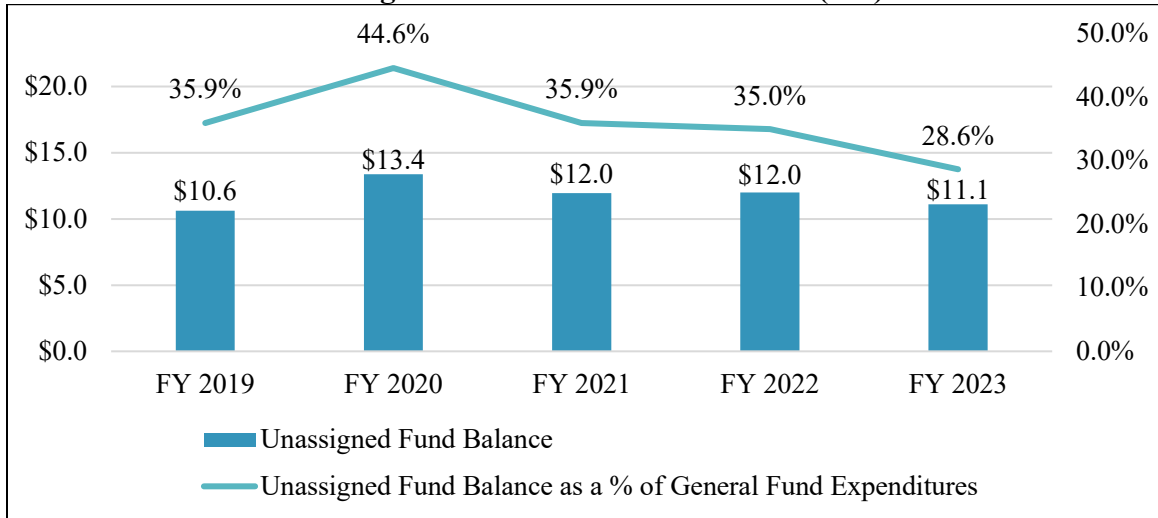
Year Ended September 30, 2023	Coronavirus				
	General	State Fiscal Recovery	Bond Construction	Non-major	Total
Total revenues	\$35,757,839	\$369,436	\$479,377	\$11,307,230	\$47,913,882
Total expenditures	38,793,402	-	5,403,287	9,979,719	54,176,408
Total other financing sources (uses), net	2,389,329	-	30,311,664	422,338	33,123,331
Net change in fund balances	(646,234)	369,436	25,387,754	1,749,849	26,860,805
Fund balance – beginning	17,385,087	(1,666)	8,152,712	4,421,934	29,958,067
Fund balance - ending	\$16,738,853	\$367,770	\$33,540,466	\$6,171,783	\$56,818,872

FY 2023 Budget and Actuals – General Fund

- Actual revenues of \$35.8M were greater than final budgeted revenues by \$2.0M
- Actual expenditures of \$38.8M were less than final budgeted expenditures by \$5.1M

- Expenditures and other uses exceeded revenues and other sources by \$0.6M (fund balance decreased by this amount)
- Fund balance as of September 30, 2023, totaled \$16.7M
 - Non-spendable fund balance - \$0.4M
 - Restricted fund balance - \$0.6M
 - Assigned fund balance - \$4.6M
 - Unassigned fund balance - \$11.1M

Unassigned GENERAL Fund Balance (\$M)



Water and Sewer Fund

Statement of Revenues, Expenses, and Changes in Net Position	Year Ended September 30, 2023
Operating revenues	\$21,293,632
Operating expenses	(12,075,080)
Non-operating revenues (expenses), net	(195,058)
Transfers in (out), net	(1,803,800)
Change in net position	7,219,694
Net Position - Beginning	50,673,573
Net Position - Ending	\$57,893,447

Water and Sewer Fund – Net Position

Net Position	September 30, 2023
Net investment in capital assets	\$40,075,768
Restricted for capital projects/debt service	2,839,232
Unrestricted*	14,978,447
Total	\$57,893,447

Mr. Garcia ended his presentation to Council by covering the additional required communications. He relayed that the City of Friendswood was following all current accounting pronouncements for its external financial reporting. Whitley Penn obtained a letter signed by the management of the City of Friendswood. In that letter, Mr. Garcia conveyed that they have provided all the information requested. Nothing had been withheld that would need to be reported or disclosed in the provided financial statements.

At 7:35 P.M., Mayor Foreman recessed the meeting for a short break and later reconvened at 7:45 P.M.

9. WORK SESSION TOPICS

A. Receive and discuss the Schedule of Events for the upcoming Special Assessment Revenue Bonds (Public Improvement District) Sale.

BOK Financial Securities Director John Robuck presented the Schedule of Events for the upcoming Special Assessment Revenue Bonds Sale, as follows:

April

- April 11 – Distribution of Draft Preliminary Service and Assessment Plan and Draft TIRZ #1 Final Project and Financing Plan.
- April 16 – Comments Due to the Draft Preliminary Service and Assessment Plan and Draft TIRZ #1 Final Project and Financing Plan.
- April 18 – Distribution of Final Preliminary Service and Assessment Plan and Final TIRZ #1 Final Project and Financing Plan.
- April 22 – Distribute Preliminary Limited Offering Memorandum (the "PLOM") for comments.
- April 24 – Comments Due to the Final Preliminary Service and Assessment Plan and Final TIRZ #1 Final Project and Financing Plan.

May

- May 6 – City Council Meeting: Review and Approve Resolution Determining the Cost of the Authorized Improvements, Approve Preliminary Service and Assessment Plan, Approve Setting of Assessment Levy, and Assessment Public Hearing Date for June 3, 2024.
- May 13 – Comments Due on PLOM.
- May 20 – Publish Preliminary Limited Offering Memorandum (PLOM) and Begin Marketing of Special Assessment Revenue Bonds.
- May 23 – Publish Notice of Levy and Assessment Hearing in Newspaper and Mail Notice of Levy and Assessment Hearing to Property Owners Liable for the Assessments.

June

- June 3
 - Sale of Special Assessment Revenue Bonds.
 - City Council Meeting: Hold Public Hearing on Proposed Levy of Assessment, Approve Assessment Ordinance and Sale of Special Assessment Revenue Bond, and Approve TIRZ #1 Final Project and Finance Plan.
- June 10 – City Files the Approved Assessment Ordinance in the Harris County Property Records.

July

- July 2 – Closing/Delivery of Funds to Trustee.

City Manager Morad Kabiri wished to note that the original project's financing plan included about fifty-four million dollars (\$54,000,000) worth of public improvements that were eligible to be funded through the Tax Increment Reinvestment Zone (TIRZ) and the Public Improvement District (PID). The first round of issuance would likely be in the seventeen million (\$17,000,000) to eighteen million (\$18,000,000) dollar range. Even though the PID bonds are issued upfront and are available for the developer, they will be in the City's possession and can be drawn as they achieve milestones throughout the project.

Before the Council proceeded to the following item, further discussion ensued regarding the development.

10. ZONE CLASSIFICATION CHANGE FROM NEIGHBORHOOD COMMERCIAL (NC) TO DOWNTOWN DISTRICT (DD)

- A. Conduct a public hearing regarding a request for a zone classification change located at 2600 S. Friendswood Drive, 4.8476 acres of land out of Lot 64 and 65 of Slone Subdivision, out of the John Dickinson League, according to the map or plat recorded in Volume 254-A, Page 6 and transferred to Plat Record 3, Map Number 61A, both of the map records of Galveston County, Texas, to change from Single Family Residential (SFR) to Community Shopping Center (CSC) and an amendment to the Future Land Use Map to change such property classification from Low Density Residential to Retail.**

At 7:53 P.M., Mayor Foreman opened the hearing and requested staff to give an overview of the item.

Community Development Department (CDD) Director Aubrey Harbin summarized the subject matter of the public hearing for Council. The subject property fronts FM 518, which is also known as South Friendswood Drive. The property to the west is zoned Commercial Shopping Center (CSC) and the east is zoned Single Family Residential (SFR). Ms. Harbin noted the properties are separated by a fifty (50) foot drainage easement. The subject property backs up to a detention pond that is part of the West Ranch Development and is zoned for Planned Unit Development (PUD).

The Future Land Use Map identifies the property as low-density residential. Ms. Harbin noted this was one of the properties that when Staff revised the 2021 map, they did not know which way it was going to go. They left it residential, but it was now immediately adjacent to a property that will develop as commercial. Thus, Ms. Harbin stated changing the designation on the Future Land Use Map made sense.

The Planning and Zoning Commission held their public hearing and made their recommendation on March 14, 2024. It received a positive recommendation with five to zero votes. Ms. Harbin noted they had one neighbor express concerns over potential light pollution. They were citing the ranch express lights, but the City has zoning regulations in place that should limit the light pollution to the residential property.

At 7:56 P.M., there being no one signed up to speak, Mayor Foreman closed the public hearing.

- B. Consider an ordinance amending the Official Zoning Map of the City of Friendswood to change the zoning classification of the property located at 2600 S. Friendswood Drive, 4.8476 acres of land out of Lot 64 and 65 of Slone Subdivision, out of the John Dickinson League, according to the map or plat recorded in Volume 254-A, Page 6 and transferred to Plat Record 3, Map Number 61A, both of the map records of Galveston County, Texas, to change from Single Family Residential (SFR) to Community Shopping Center (CSC) and amending the Future Land Use Map to change the property from Low Density Residential to Retail.**

A motion was made by Councilmember Brent Erenwert and seconded by Councilmember Trish Hanks to approve Ordinance No. 2024-10, related to Item 10.b., as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE 2024-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FRIENDSWOOD COMPREHENSIVE PLAN TO UPDATE THE FUTURE LAND USE MAP ("FLUM") CONCERNING PROPERTY LOCATED AT 2600 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, BEING 4.8476 ACRES OF LAND OUT OF LOTS 64 AND 65 OF SLONE SUBDIVISION, OUT OF THE JOHN DICKINSON LEAGUE, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 254-A, PAGE 6 AND TRANSFERRED TO PLAT RECORD 3, MAP NUMBER 61A, BOTH OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, TO CHANGE THE FLUM DESIGNATION FROM LOW DENSITY RESIDENTIAL TO RETAIL; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF SUCH PROPERTY FROM SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC); PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

11. CITY MANAGER'S REPORT

A. Present an update regarding the City's Administrative Services Department receiving their 21st GFOA Distinguished Budget Presentation Award.

City Manager Morad Kabiri opened his report by recognizing the City of Friendswood Administrative Services Department for receiving their 21st Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award.

B. Present an update regarding the upcoming Spring Sparkle Event hosted by the Parks and Recreation Department and Keep Friendswood Beautiful.

City Manager Morad Kabiri announced that the City's Spring Sparkle Event was coming up on April 13th at Centennial Park from 8:00 A.M. to 2:00 P.M. for Friendswood residents.

C. Present an update regarding the May 4, 2024, Friendswood Special Election voting locations and times.

City Manager Morad Kabiri provided the following information regarding the Special Tax Election:

EARLY VOTING BY PERSONAL APPEARANCE	
Main EV Polling Location: Texas City Office, Suite A 10000 Emmett F. Lowry Expressway Texas City, TX 77591	
Branch EV Polling Locations: First Baptist Church – Friendswood Club 56 Room, Family Life Center 202 Heritage Drive, Friendswood, TX 77546	

Village on the Park, Town Hall Room 400 E. Parkwood, Friendswood, TX 77546
The early voting schedule is as follows: Monday, April 22 - Friday, April 26, 2024, from 8 a.m. - 5 p.m. Monday, April 29, 2024 - Tuesday, April 30, 2024, from 7 a.m. - 7 p.m.
For More Information or Additional EV Locations: Call 409-770-5108 or visit: https://www.galvestonvotes.org/voter-information/polling-locations

ELECTION DAY POLLING PLACES
First Baptist Church – Friendswood , Club 56, 202 Heritage Dr., Friendswood, TX 77546
Village on the Park, Town Hall , 400 E. Parkwood, Friendswood, TX 77546

D. Present an update regarding National Library Week, April 7th - 13th, 2024.

City Manager Morad Kabiri brought attention to Nation Library Week and took a moment to recognize the City of Friendswood Public Library.

E. Present an update regarding Keep Friendswood Beautiful receiving the Gold Star Recognition from Keep Texas Beautiful.

City Manager Morad Kabiri recognized the Keep Friendswood Beautiful (KFB) Committee for receiving the Gold Star Recognition from Keep Texas Beautiful (KTB) for the 11th consecutive year.

12. BUSINESS ITEMS

A. Consider ratifying and concurring with the City Manager's appointment of Steve Vavrecka to the position of Director of Public Works.

A motion was made by Mayor Pro Tem Steve Rockey and seconded by Councilmember Brent Erenwert on the City Manager's appointment of Mr. Steve Vavrecka to the position of Director of Public Works. However, there was discussion prior to the vote.

City Manager Morad Kabiri recognized Former Public Works Director Rene Ibarra for being with their organization for seventeen (17) years and having done an outstanding job. His successor, Public Works Deputy Director Steve Vavrecka, has been with their organization for twelve (12) years as well as other organizations in Public Works for nearly twenty (20) years.

The vote for the motion on the table was as follows:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

B. Consider authorizing the First Amendment to the Amended and Restated Cost Sharing Agreement for the Southeast Transmission Line Project – COH 42" Waterline Replacement.

A motion was made by Mayor Pro Tem Steve Rockey and seconded by Councilmember Trish Hanks to approve the First Amendment to the Amended and Restated Cost Sharing Agreement for the Southeast Transmission Line, as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

C. Consider authorizing a Professional Services Agreement with JER HR Group, LLC, for a citywide compensation study.

A motion was made by Councilmember Sally Branson and seconded by Councilmember Robert Griffon to approve the Professional Services Agreement with JER HR Group, LLC, for a citywide compensation study, as submitted. However, there was discussion prior to the vote.

City Manager Morad Kabiri explained the item was to request Council's consent for Staff to work with JER to do a comprehensive citywide analysis of both the public sector as well as translatable industries that have hired staff within the last 18 months. A similar study had been done in the City of Friendswood in 2008, and the new study would cover one hundred and thirty (130) job classification. Mayor Pro Tem Rockey requested to also include the City Manager job classification. Mr. Kabiri took that into account and further relayed that the study would also include police officers.

The vote for the motion on the table was as follows:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

D. Consider approving the nomination for the 4th of July Parade Grand Marshal.

A motion was made by Mayor Mike Foreman and seconded by Councilmember Trish Hanks to appoint Mr. Greg Dick as the 4th of July Grand Parade Marshall. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

13. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider a resolution setting a public hearing on the creation of a tax increment reinvestment zone and its benefits to the City and to the property in the proposed zone, being approximately 326 acres of land generally located along FM 528/W. Parkwood Ave. at the intersection of Friendswood Parkway, extending northwest to the city limit of Friendswood and southwest of Baker Road and also includes three of the four corner.**

A motion was made by Councilmember Sally Branson and seconded by Councilmember Brent Erenwert on the final reading of Resolution No. 2024-12, related to Item 13.a., as submitted. However, there was discussion prior to the vote.

City Manager Morad Kabiri explained the item is simply to call the public hearing for the second Tax Increment Reinvestment Zone (TIRZ). He noted it was inclusive of a number of properties. The need for this TIRZ is to fund the infrastructure that the City would not otherwise be able to develop. Thus, the City is using this as a mechanism to encourage growth in a manner that they would like to see.

The vote for the motion on the table was as follows:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

RESOLUTION 2024-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE, CITY OF FRIENDSWOOD, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS APPROXIMATELY 326 ACRES OF LAND GENERALLY LOCATED ALONG FM 528/W. PARKWOOD AVENUE. AT THE INTERSECTION OF FRIENDSWOOD PARKWAY, EXTENDING NORTHWEST TO THE CITY LIMIT OF FRIENDSWOOD AND SOUTHWEST OF BAKER ROAD AND ALSO INCLUDING THREE OF THE FOUR CORNER TRACTS AT THE INTERSECTION OF FM 528/W. PARKWOOD AVENUE AND FRIENDSWOOD PARKWAY, WHOLLY LOCATED WITHIN GALVESTON COUNTY AND THE CORPORATE LIMITS OF THE CITY OF FRIENDSWOOD, TEXAS; AND DIRECTING THE CITY MANAGER TO PREPARE OR CAUSE TO BE PREPARED A PRELIMINARY REINVESTMENT ZONE PROJECT AND FINANCE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment V" and providing for supplemental appropriation and/or transfer of certain funds.**

A motion was made by Councilmember Robert Griffon and seconded by Councilmember Joe Matranga to approve Ordinance No. 2024-11, related to Item 12.b., as submitted. However, there was discussion prior to the vote.

Councilmember Griffon requested to have a discussion on item number six (6) of the budget, the Friendswood Civic Center and Library Expansion. City Manager Morad Kabiri responded, last month, the City Council approved a contract with PGAL for the conceptual design and programming of the Civic Center. Staff lumped that in with the potential of a partnership on the library project. This is simply allocating funds from their fund balance to pay for that contract the Council approved. Staff's hope is that this is a partnership project not only with City departments, but also with Galveston County (for a polling location, tax office, etc.) as well as the State of Texas.

The vote for the motion on the table was as follows:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE 2024-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2023-20, PASSED AND APPROVED AUGUST 28, 2023, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2023-24, BY APPROVING "BUDGET AMENDMENT V" 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.

14. CONSENT AGENDA

A motion was made by Councilmember Robert Griffon and seconded by Councilmember Trish Hanks to approve the Consent Agenda Items 14.a. through 14.m., with the exception of Item 14.d. The vote was the following:

Ayes: Mayor Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

- A. Consider a resolution designating authorized signatories for the Community Development Block Grant – Mitigation Program (CDBG-MIT) for the Texas General Land Office State Contract No. 24-065-030-E485.**

RESOLUTION NO. 2024-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 24-065-030-E485; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- B. Consider a resolution suspending the April 10, 2024, effective date of CenterPoint Energy Houston Electric, LLC's requested rate change; approving the continued participation in the Gulf Coast Coalition of Cities to evaluate the filing, to determine whether the filing complies with law, and to determine the appropriate course of action.**

RESOLUTION NO. 2024-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SUSPENDING THE APRIL 10, 2024, EFFECTIVE DATE OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING CONTINUED COOPERATION WITH THE GULF COAST COALITION OF CITIES; HIRING LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C., TO NEGOTIATE AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE GULF COAST COALITION OF CITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. Consider a resolution adopting the City of Friendswood's updated Drought Contingency and Water Emergency Management Plan to promote the responsible use of water throughout the City.**

RESOLUTION NO. 2024-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE CITY OF FRIENDSWOOD'S DROUGHT CONTINGENCY PLAN AND WATER EMERGENCY MANAGEMENT PLAN AND THE UTILITY PROFILE IN ORDER TO PROMOTE THE RESPONSIBLE USE OF WATER THROUGHOUT THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. Consider an ordinance repealing Chapter 86 "Utilities," Article II "Water," Division 1 "Generally" of the Friendswood City Code and amending Chapter 86 "Utilities," Article II "Water" of the Friendswood City Code by adding a new division to be numbered and entitled**

Division 1 "Generally" to conform to the updated Drought Contingency and Water Emergency Plan and to promote the responsible use of water throughout the City.

A motion was made by Councilmember Trish Hanks and seconded by Mayor Pro Tem Steve Rockey to approve Ordinance No. 2024-12, related to Item 14.d., as submitted. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2024-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING CHAPTER 86 "UTILITIES," ARTICLE II "WATER," DIVISION 1 "GENERALLY" OF THE FRIENDSWOOD CITY CODE; AMENDING CHAPTER 86 "UTILITIES," ARTICLE II "WATER" OF THE FRIENDSWOOD CITY CODE BY ADDING A NEW DIVISION TO BE NUMBERED AND ENTITLED DIVISION 1 "GENERALLY" TO CONFORM TO THE UPDATED DROUGHT CONTINGENCY AND WATER EMERGENCY MANAGEMENT PLANS AND TO PROMOTE THE RESPONSIBLE USE OF WATER; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

- E. Consider approving a banner permit application and license agreement for Mary Queen Catholic Church to advertise its annual Mary Queen Parish Festival.**
- F. Consider authorizing an Agreement for Financial Advisory Services with BOK Financial Securities, Inc.**
- G. Consider authorizing an Agreement for Tax Increment Reinvestment Zone Administration Services with P3Works LLC.**
- H. Consider ratifying the signatures by the Chief of Police and City Manager on a renewal agreement with the Defense Logistics Agency (DLA) Disposition Services allowing the Police Department's participation in the excess Department of Defense (DOD) property transfer program (formerly known as the 1033 Program).**
- I. Consider authorizing the final acceptance of the Sidewalk Fund Installation Project.**
- J. Consider accepting the Fiscal Year 2022-2023 Striping Maintenance Project and the commencement of the contractor's one-year maintenance period.**
- K. Consider approving the ad valorem tax report for February 2024.**

L. Consider approving the minutes of the City Council Regular Meeting held on March 4, 2024.

15. EXECUTIVE SESSION

A. Recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Manager.

At 8:09 P.M., Mayor Foreman recessed and convened into an Executive Session pursuant to Section 551.074 of the Texas Government Code to discuss or deliberate the City Managers annual evaluation.

At 8:48 P.M., Mayor Foreman reconvened and announced that, in accordance with Section 551.071 and Section 551.087 of the Texas Government Code, no action was taken in the Executive Session.

16. DISCUSSION AND POSSIBLE ACTION

A. Consider taking appropriate action regarding the City Manager's annual performance evaluation.

A motion was made by Mayor Pro Tem Steve Rockey and seconded by Councilmember Trish Hanks to approve giving the City Manger a 1.5% pay increase, as discussed in the Executive Session. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

17. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the April 1, 2024, City Council Regular Meeting at 8:48 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary