



NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 4:30 PM ON MONDAY, OCTOBER 01, 2018, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

1. Call to order
2. Invocation – Pastor Ralph Hobratschk, Hope Lutheran Church
3. Pledge of Allegiance – United States and Texas (HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)
4. Communications from the Public
(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)
5. WORK SESSION
 - A. Drainage Subcommittee Presentation
 - B. Capital Projects Update
6. Special Recognition and Acknowledgements
 - A. Presentation of the Five Star Spirit Award for the Second Quarter of 2018 to James Ruthstrom, Peace Officer, Friendswood Police Department

B. Acknowledgment of Cline Elementary Second Grade Students

7. Public Hearing

To receive comments from the public, both oral and written, regarding:

A. To review Harris County's Method of Distribution (MOD) for the Community Development Block Grant - Disaster Recovery (CDBG-DR) Round 1 funds for Hurricane Harvey and the allocation of \$4,405,330 to the City. The U.S. Department of Housing and Urban Development (HUD) allocated Harris County \$1.115 Billion in CDBG-DR funding through the Texas General Land Office (GLO) and has developed a MOD to allocate funding to local cities. The City is seeking input on the community needs resulting from Hurricane Harvey and the projects needed to assist with recovery within the City.

8. Communications from the Public

(To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. PowerPoint presentations are not conducted during the citizen comment period. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting.)

9. City Manager's Report

- A. Annual Broker Developer Event October 25
- B. Fall Haul Clean Up Event November 10
- C. Mosquito Control in Friendswood
- D. Hurricane Harvey Update

10. Communications from Committees and Special Reports

A. Annual Report from Friendswood Chamber of Commerce President Derrick Brown

11. Discussion and possible action regarding approving a three-year contract with the Friendswood Chamber of Commerce in the amount of \$20,000 per year, for economic development services and authorizing the Mayor to execute the contract.

12. Discussion and possible action regarding designation of Local Rabies Control Authority and Director of Animal Control.

13. Discussion and possible action regarding designation of City's Animal Shelter Advisory Board member.

14. Discussion and possible action regarding Friendswood City Pool Restrooms.

15. Discussion and possible action regarding approving an Interlocal Agreement with

the Houston-Galveston Subsidence District to participate in the WaterWise Conservation Program and authorizing the Mayor to execute the agreement.

16. Discussion and possible action regarding approving the Proposed Downtown Improvement Plan.

17. Discussion and possible action regarding disposition of Bid No. 2018-19 Designating the Official Newspaper for Legal and Official News for the City of Friendswood.

18. Resolutions

Consideration and possible action regarding the following:

- A. Resolution R2018-20: A resolution of the City Council of the City of Friendswood, Texas, to certify local support of the Friendswood Downtown District Pedestrian Access and Safety Enhancements Project application for funding under the Houston-Galveston Area Council Fiscal Year 2019 – Fiscal Year 2028 Transportation Improvement Program call for projects.
- B. Resolution R2018-21: A resolution of City of Friendswood, Texas, declaring October 02, 2018, as Cline Elementary School Day in the City of Friendswood, Texas.
- C. Resolution R2018-22: A resolution of the City Council of the City of Friendswood, Texas, to certify local support of the Friendswood Lakes Boulevard Project application for funding under the Houston-Galveston Area Council Fiscal Year 2019 – Fiscal Year 2028 Transportation Improvement Program call for projects.

19. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2018-25: (Title: Second and Final reading of an ordinance amending Appendix D, the Schedule of Fees for the City as referenced in various sections of the Code of Ordinances of the City of Friendswood) An ordinance amending Appendix D of the Code of Ordinances of the City of Friendswood, Texas, by providing for the addition or adjustment of administration fees, buildings and building regulations fees, utility service fees and parks and recreation facility rentals, network nodes, subdivisions and zoning.
- B. Ordinance No. T2018-26: (Title: Second and Final reading of an ordinance providing for a reasonable limit on the amount of time to be spent without charge for repeat public information requestors) An ordinance providing for a reasonable limit on the amount of time to be spent without charge for repeat public information requestors; requiring payment for time and expenditures incurred beyond this limit; providing for exceptions; providing for an Open Meetings clause; and providing an effective date.
- C. Ordinance No. T2018-28: (Title: First and Final reading of an ordinance adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2018/2019) An ordinance approving and adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2018/2019; making appropriations for the city for such Fiscal Year as reflected in said budget, and making certain

findings and containing certain provisions relating to the subject.

- 1) Ratify the property tax revenue reflected in the budget for Fiscal Year 2018-2019 (Ordinance No. 2018-28), as required by Local Government Code 102.007 (c).

- D. Ordinance No. T2018-29: (Title: First and Final reading of an ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 01, 2018, and ending September 30, 2019) An ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 01, 2018, and ending September 30, 2019; providing the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; providing for severability; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith.

20. Communications from the Mayor and Councilmembers

21. Consent Agenda

Consideration and possible action regarding the following:

- A. Authorizing the final acceptance of the Sterling Creek, Section 3 Paving and Utilities Improvements Project, releasing the contractor's maintenance bond
- B. Accepting the August 2018 Property Tax Report

22. Adjournment

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made two (2) business days or more prior to this meeting. Please contact the City Secretary's Office at (281) 996-3270 for further information.

I, MELINDA WELSH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD CITY COUNCIL WAS POSTED IN A PLACE CONVENIENT TO THE GENERAL PUBLIC IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, ON SEPTEMBER 27, 2018, AT 4:30 PM.

MELINDA WELSH, TRMC
CITY SECRETARY

****All meetings of City Council are open to the public, except when there is a necessity to meet in an Executive Session (closed to the public) under the provisions of Section 551, Texas Government Code. The City Council reserves the right to convene into Executive Session to hear any of the above described agenda items that qualify for an executive session by publicly announcing the applicable section number of the Open Meetings Act.**



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: October 1, 2018

Date Submitted: September 27, 2018

Dept. Clearances: CMO

Prepared by: Morad

Originating Department: City Manager's Office

Subject: Drainage Subcommittee Interim Report

Proceeding: Work Session

City Attorney Review: N/A

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL:

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

In June of this year, Council chartered an ad-hoc committee to study flooding issues in Friendswood. The group, comprised of two Councilmembers, two members of City staff, five residents, and representatives of local drainage/flood control districts, as well State and Federal offices, have met a number of times since then.

The group will present an interim report to Council Monday night. **The presentation will be provided Monday.**

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Subcommittee's Problem Statement: The City of Friendswood is subject to periodic high intensity historic level flooding events caused by Clear Creek being incapable of containing watershed rainwater within its current banks; backing up tributaries. These events have caused significant property damage, displacement of families, economic impact, disruption of emergency services, and loss of life.

A strategy is required to mitigate historic level flood events, which are happening at a regularity greater than rainstorm probabilities predict. The problem requires a plan that should include the engineering, costs, political realities, and will to act to overcome obstacles.

RECOMMENDATIONS

None at this time

ATTACHMENTS

None



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: October 1, 2018

Date Submitted: September 26, 2018

Dept. Clearances: Patrick Donart

Prepared by: Patrick Donart

Originating Department: PW

Subject: Update on 2013 Bond Program Projects and Other Capital Projects

Proceeding: Work Session

City Attorney Review: N/A

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A Amount Budgeted: N/A

Appropriation Required: N/A Source of Funds: N/A

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

At the February 2014 Council meeting, Council directed staff to pursue the Seven-Year plan in undertaking the 2013 Bond Program. Since that meeting, the following activities have been started relative to the bond projects (**please note, a PowerPoint presentation will be provided at the meeting Monday night for additional background**):

- **Old City Park** –The notice to proceed was issued May 14, 2018 and the contractor mobilized on May 22, 2018. The water and sanitary sewer portion of the project has been completed by City crews. The revised project includes a parking lot with 44 spaces, 1,650 linear feet of sidewalks, and storm sewer. The contractor has been severely affected by the weather.

With respect to the Restrooms and Pavilion, our Consultants have completed their designs and are compiling a bid package. Staff anticipates this portion of the project being out for bids in October and presented to City Council in November.

- **Blackhawk Boulevard Phase II** –The City issued the notice to proceed for June 4, 2018. City Council approved three alternates on the project to allow for construction to go from Friendswood Link to Edenvale. Traffic control has been installed, and construction started towards the end of June. The City, Engineer, and Contractor have met on several occasions regarding several different issues over the past two months. The issues have included traffic control (a change order was executed to install double line striping), supervision, quality control, and material testing. The weather has impacted this project as well.

- **2018 Street Maintenance Contract** – In September City Council approved a contract with Angel Brothers to perform the first phase from the Pavement Management Study conducted by IMS. This project focuses on the first year of projects depicted in the final report. City Staff has met with the contractor on two occasions and a Notice to Proceed has been issued for October 1, 2018.
- **Storm Sewer Cleaning and Inspection** - In September City Council approved a contract with All Points Inspection Services to perform the cleaning (de-silting) and television inspection of the storm sewer for the immersed streets during Harvey in the City. City Staff has met with the contractor and a Notice to Proceed has been issued for October 9, 2018.
- **Lift Station** – Lift Station 23 (FM 518 near Century Ln.) – City Council approved a change order at the August meeting and design for the lift station is ongoing. The plan is to go out for bids the first quarter of next year. Design is ongoing but no major change from last month.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None

ATTACHMENTS

[CM Report September 2018](#)
[Seven Year Plan](#)

Capital Projects Monthly Report

September 2018

I. 2013 BOND PROJECTS – ROUND 1

Lake Friendswood Park

GO1506A

Project Manager:		Jameson S. Appel, CFM		
Project Funding Source:		2013 Parks Bonds Program		
Approved Project Budget:		\$1,080,000.00		
Approved Change Orders:		\$145,281.65		
Estimated Completion:		January 2017		
Project Status:		One-Year Maintenance Period		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$0.00	\$0.00	\$0.00	\$0.00
Construction:	\$701,189.50	\$146,981.65	\$848,171.15	\$845,921.15
Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Testing:	\$5,776.00	-\$1,700.00	\$4,076.00	\$3,990.00
Total:	\$706,965.50	\$145,281.65	\$852,247.15	\$849,911.15
Contingency	\$70,110.00		\$21,110.00	\$49,000.00

Lake Friendswood Park trail, restroom, and pavilion is complete. COF Parks Department is working on adding amenities to the pavilion and sidewalk to the workout stations. No change since last report.

Old City Park

PK0070

Project Manager:		Tuan Nguyen		
Project Funding Source:		2013 Parks Fund Program		
Approved Project Budget:		\$400,000.00		
Approved Change Orders:		-\$43,407.50		
Estimated Completion:				
Project Status:		Design Phase		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$10,500.00	\$0.00	\$10,500.00	\$10,500.00
Construction:	\$419,038.30	-\$43,407.50	\$375,630.80	\$58,988.79
Miscellaneous:	\$99,165.32	\$0.00	\$99,165.32	\$69,434.66
Testing:	\$9,300.00	\$0.00	\$9,300.00	\$765.75
Total:	\$538,003.62	-\$43,407.50	\$744,667.12	\$139,689.20
Contingency	\$0.00		\$0.00	\$0.00

Underground piping was completed by City staff and coordinates were given to the Contractor. The Contractor mobilized on May 22 and has begun their dirt work. Underground drainage complete. Pavement demolition and ground clearance complete. A change order has been approved to fulfill the scope (of concrete driveway and 44 parking spaces.) Contractor is ready to re-mobilize, weather permitting.

Capital Projects Monthly Report

September 2018

2013 Street Bond Projects – Round 1 GO1509, GO1510, GO1511 & GO1512

Project Manager:	Tuan Nguyen			
Project Funding Source:	2013 Street Bond Program and FY2016 Street Funds			
Approved Project Budget:	\$2,869,162.38			
Approved Change Orders:	\$60,624.41			
Estimated Completion:	August 2017			
Project Status:	Under Construction			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$221,698.00	\$0.00	\$221,698.00	\$214,098.08
Construction:	\$2,460,424.38	\$67,936.91	\$2,528,361.29	\$2,444,445.84
Miscellaneous:	\$15,000.00	\$7,312.50	\$7,687.50	\$7,687.50
Testing:	\$64,040.00	\$0.00	\$64,040.00	\$52,854.50
Total:	\$2,761,162.38	\$60,624.41	\$2,891,078.33	\$2,719,085.92
Contingency:	\$123,000.00		\$49,906.62	\$73,093.38

Project is completed. The project was accepted by City Council at the November 2017 meeting. No change since last report.

Woodlawn Avenue Reconstruction GO1516

Project Manager:	Tuan Nguyen			
Project Funding Source:	2013 Street Bond Program			
Approved Project Budget:	\$569,000.00			
Approved Change Orders:	\$0.00			
Estimated Completion:	N/A			
Project Status:	In Design			
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$81,710.00	\$0.00	\$81,710.00	\$77,210.00
Construction:	\$453,682.30	\$0.00	\$453,682.30	\$426,693.92
Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Testing:	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$535,392.30	\$0.00	\$535,392.30	\$503,903.92
Contingency:				

Project is completed. The project was accepted by City Council at the November 2017 meeting. No change since last report.

Capital Projects Monthly Report

September 2018

II. CITY COUNCIL'S PRIORITY PROJECTS

1776 Park Improvements PK0052

Project Manager:		James Toney		
Project Funding Source:		PDO		
Approved Project Budget:		\$31,000.00		
Approved Change Orders:		\$0.00		
Estimated Completion:		N/A		
Project Status:		Project Planning		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:				
Construction:				
Miscellaneous:				
Testing:				
Total:				
Contingency				

Parks and Recreation Department is working with the Rotary Club and Galveston County Consolidated Drainage District) GCCDD on installing a canoe launch at this park. City Staff is investigating with the Galveston County Consolidated Drainage District potential changes in the park to create additional in line detention or a detention pond for Clear Creek and converging tributaries.

Activity Center Feasibility Study 8AB452

Project Manager:		Rick Watkins		
Project Funding Source:		General Fund Balance:		
Approved Project Budget:		\$5,000.00		
Approved Change Orders:		\$0.00		
Estimated Completion:		October 2017		
Project Status:		In Review		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Total:	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00

Joiner Architect gave their presentation of the feasibility study findings and recommendations to the City of Friendswood staff and City Council at the August 7, 2017 council meeting. No change since the last report.

Capital Projects Monthly Report
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Blackhawk Boulevard Phase II
GO1515

Project Manager:		Rick Watkins		
Project Funding Source:		2013 Street Bonds Phase III		
Approved Project Budget:		\$5,582,547.95		
Approved Change Orders:		\$0.00		
Estimated Completion:				
Project Status:		Under Design		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$849,168.95	\$0.00	\$849,168.95	\$760,386.38
Construction:	\$4,580,886.90	\$0.00	\$4,580,886.90	\$463,626.13
Miscellaneous:	\$1,951.00	\$0.00	\$1,951.00	\$1,951.00
Testing:	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$5,432,006.85	\$0.00	\$5,432,006.85	\$1,225,963.51
Contingency	\$0.00		\$0.00	\$0.00

The rain continues to hinder the ongoing work, but the crews are working hard to make up the lost time. The contractor connected the new water line to the existing water line at Shady Oaks Lane. The new water line boring has been installed from Shady Oaks Lane and Wandering Trails. The new storm sewer main trunk line from Shady Oaks Lane to Edenvale Street has been installed. The installation of the new inlet boxes and their connections are ongoing. The Tie-In Collar to the Cedar Gully drainage boxes has been completed on the north side of the drainage box. Dewatering is an ongoing process in various areas.

III. Water & Sewer Bond Projects

Water Plant #2 Replacement
UW0017

Project Manager:		Tuan Nguyen		
Project Funding Source:		Water & Sewer Working Capital		
Approved Project Budget:		\$1,414,032.00		
Approved Change Orders:		-\$17,500.00		
Estimated Completion:				
Project Status:		One-Year Maintenance Period		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$108,540.00	\$0.00	\$108,540.00	\$104,784.98
Construction:	\$1,229,000.00	-\$17,500.00	\$1,211,500.00	\$923,820.85
Miscellaneous:	\$0.00	\$0.00	\$0.00	\$0.00
Testing:	\$15,042.00	\$0.00	\$15,042.00	\$9,104.00
Total:	\$1,352,582.00	-\$17,500.00	\$1,370,082.00	\$1,037,709.83
Contingency	\$61,450.00		\$61,450.00	\$0.00

Project is complete however no longer operational due to events from Hurricane Harvey. The City is working with FEMA officials under Emergency Protective Measures to rehabilitate/fix the

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September 2018

damages sustained. City staff have worked hard to get the plant operational again and are now at the point of testing the well for contaminants as one would normally do after a rebuild or new well.

Lift Station #18 Replacement
USL018

Project Manager:		Tuan Nguyen		
Project Funding Source:		Water & Sewer Working Capital		
Approved Project Budget:		\$500,000.00		
Approved Change Orders:		\$23,955.60		
Estimated Completion:		September 2017		
Project Status:		One-Year Maintenance Period		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$86,390.00	\$0.00	\$86,390.00	\$86,390.00
Construction:	\$815,155.60	\$23,955.60	\$839,111.20	\$839,111.20
Miscellaneous:	\$825.00	\$0.00	\$825.00	\$825.00
Testing:	\$8,889.00	\$0.00	\$8,889.00	\$2,562.32
Total:	\$911,259.60	\$23,955.60	\$943,304.00	\$928,888.52
Contingency	\$15,000.00		\$15,000.00	\$0.00

Lift station was accepted by Council at the September 11, 2017 meeting. No change since last report.

Lift Station #23 Replacement
WS1601

Project Manager:		Public Works Staff		
Project Funding Source:		Water and Sewer Working Capital		
Approved Project Budget:				
Approved Change Orders:				
Estimated Completion:				
Project Status:		In Design		
	Original Contract Amount	Approved Change Orders	New Contract Amount	Amount Expended
Design:	\$158,800.00	\$130,700.00	\$289,500.00	\$80,507.00
Construction:	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous:	\$55,540.00	\$0.00	\$55,540.00	\$55,540.00
Testing:	\$0.00	\$130,700.00	\$0.00	\$0.00
Total:	\$214,340.00	\$0.00	\$345,040.00	\$136,047.00
Contingency				

A Design contract was awarded during the February Council meeting. Lockwood, Andrews, and Newman were awarded the contract and have started the basic design of the Lift Station #23. As a component of design, an issue has arisen in regard to our ability to reuse the existing force main. TCEQ regulations may impact the use of the existing force main, requiring the installation of a new, smaller one. Staff is continuing to work with LAN on the design changes. Staff is working with individual contractors for an in-depth evaluation of the wet well. Staff held a Pre-Con/Coordination meeting on January 23. Inspection of the wet well occurred on February 14, 2018, the finalized report has been received and being reviewed. City staff met with LAN to discuss the best method to proceed on the project last week. An amendment to the contract was

Capital Projects Monthly Report
September 2018

approved at the August City Council and thus design is in full engineering mode. We plan to advertise for bids in the first quarter of 2019.

IV. RESIDENTIAL DEVELOPMENTS

Sterling Creek Section #3

Council Acceptance September 11, 2017. No change since last report. One year warranty walk-thru completed 7/17/2018, all punch list items completed 7/23/2018.

Friendswood Trails – Paving/Utilities

A preconstruction meeting was held September 25, 2017. The general contractor is Angel Brothers. Underground utilities completed. Paving is completed. All utilities tested. Minor second stage work and drainage swales in reserve still outstanding. City staff conducted a walk thru on July 30th the contractor is closing out punch list items. Staff has been meeting with the developer on a weekly basis to chart progress and address any concerns. The project was expected to be on the September agenda, however late rains at the end of August and beginning of September have delayed the contractor's efforts. No change since last report.

V. COMMERCIAL DEVELOPMENTS

The Beldon Senior Apartments

A pre-construction meeting for the section was held January 10, 2017. The general contractor is David Wight Construction the testing lab is Coastal Labs. Bac T's completed, minor sanitary sewer testing still pending. No change since last report.

VI. ADMINISTRATIVE & IN-HOUSE PROJECTS

Community Rating System – Proposed Contract with Cahoon Consultants and finishing up the 2018 FEMA CAV documents.

Crawford Ditch Evaluation – 100% upload of data, reviewing and finalizing details.

Technical Specifications – Reviewing current Specifications.

Sign Policy – Finished and on the Website.

Capital Improvements Program - Revised Capital Improvements Program Manual approved and on the website.

Design Criteria - Revised Design Criteria Manual (2017) and on the website.

Right of Way Permits Approved:

2018-67 – 5318 Kings Mill Road – CPG
2018-68 – 308 W. Edgewood Drive – ATT
2018-69 – 26 Windsong Lane – CPG
2018-70 – 3111 W. Parkwood Avenue – CCC
2018-74 – 2001 Pine Drive – CPG

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Right of Way Permits on Hold*:

2018-60 – 16310 Beamer Road Business Park – ATT – No Contractor/Insurance
2018-62 – 700 W. Parkwood Avenue – ATT – No Contractor/Insurance
2018-63 – 1120S. Friendswood Drive – GPX – No Contractor/Insurance
2018-71 – 120 W. Parkwood Avenue – ATT – No Contractor/Insurance
2018-72 – 1303 Sunset Drive – ATT – No Contractor/Insurance
2018-73 – Blackhawk Boulevard – ATT – No Contractor/Insurance

*Staff has instated new policy to have the contractor actually doing the work to be on the ROW Permit and have a copy of their insurance listed.

Ordinance 300 Requests – Approved

2017-04 – W. Edgewood Drive (FM 2351) – Speeding
2018-22 – Blackhawk Boulevard – temporarily reduce speed limit during construction.

Ordinance 300 Requests – Disapproved

2018-16 – W. Spreading Oaks Avenue – Excessive Speeding
2018-17 – Greenbriar @ W. Castlewood – Multiple Stop Signs
2018-19 – Falcon Ridge – Excessive Speeding
2018-23 – Shadwell Lane – Right Turn Only

Ordinance 300 Requests – Information sent

N/A

Ordinance 300 Requests – Pending

2017 21 – Forest Bend Avenue – Sight distance
2017-28 – Briarmeadow – Cline Traffic
2018-06 – Briarmeadow – Stop Sign Clarity
2018-18 – Pine Drive – Install delineators
2018-20 – Cedarwood Drive – Excessive Speeding
2018-24 – Prince George & Queensburg – Excessive Speeding
2018-25 – Falling Leaf – No Parking at Merriewood
2018-26 – FM 518 and FM 2351 – New Park/Public Works Signage

Ordinance 300 Requests – Waiting Requestor Response

2016-10 – Linson Lane – Dead End sign
2016-16 – Galloway School – Flashing Lights and Crosswalk
2016-18 – Wilderness Trails Subdivision – Excessive Speeding
2017-01 – Dominion Court – No Exit/Dead End
2017-15 – Park Water Drive – No Parking

Ordinance 300 Requests – Waiting TxDOT Response

2017-10 – Annalea – Traffic Signal
2018-03 – Request left turn Bay on South FM 518 to Magnolia Avenue
2018-07 – Bay Area Boulevard – Change Traffic Patterns
2018-08 – FM 2351 – Change Traffic Patterns
2018-09 – FM 2351 & FM 518 – Change Traffic Patterns
2018-10 – FM 2351 – Change Traffic Patterns
2018-11 – FM 528 – Change Traffic Patterns
2018-12 – FM 528 – Change Traffic Patterns

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September 2018

2018-13 – FM 528 & Sunset – Change Traffic Patterns

2018-14 – FM 528 & Briarmeadow – Change Traffic Patterns

Ordinance 300 Requests – Work Order – No 300 needed

2017-18 – Friendswood Lakes Boulevard – Change Speed Limit Signs

2017-29 – City Limit Sign on Bay Area Boulevard

VII. ONE-YEAR MAINTENANCE EXPIRATION

PROJECT

DATE

Lift Station 18

September 11, 2018

Arbor Gate Section 2

October 2, 2018

2013 Street Bond Project

November 6, 2018

Woodlawn

November 6, 2018

Arbor Gate Section 5

November 6, 2018

Arbor Gate Section 6

May 7, 2019

Friendswood Lakes Boulevard

May 7, 2019

Seven-Year Plan Round 1	
Project	Est. Capital Cost
Prop 1 - Public Safety	
Design - Expansion of Station 4 & New Station at PSB	\$ 484,500
Prop 2 - Library	
Library Expansion	\$ 2,525,000
Prop 3 - Parks	
Centennial Park Improvements	\$ 750,000
Expansion of Existing Parks*	\$ 1,400,000
Lake Friendswood	\$ 500,000
Sportspark Improvements	\$ 1,718,000
Stevenson Park Improvements	\$ 246,500
Prop 4 - Streets	
Mary Ann Dr	\$ 549,000
Shadowbend Ave	\$ 393,000
Townes Road	\$ 273,000
Winding Road	\$ 642,000
Totals Round 1	\$ 9,481,000

Seven-Year Plan Round 2	
Project	Est. Capital Cost
Prop 1 - Public Safety	
Construction of Station 4 Expansion & New Station at PSB	\$ 6,100,000
Prop 3 - Parks	
Improvements - Other Parks	\$ 670,500
New Parkland*	\$ 2,000,000
Totals Round 2	\$ 8,770,500

Seven-Year Plan Round 3	
Project	Est. Capital Cost
Prop 4 - Streets	
Blackhawk Blvd	\$ 5,453,000
Woodlawn Dr	\$ 400,000
Totals Round 3	\$ 5,853,000

* Actual cost of new parkland will vary



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

This form must be completed and distributed a minimum of two weeks 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: 9/10/17

Date Submitted: 8/201/18

Dept. Clearances: CMO

Prepared by: GCF

Subject: Five Star Spirit Award Recognition

Originating Department: CMO

Proceeding: Special Acknowledgement

City Attorney Review: N/A

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required: N/A

Amount Budgeted:

Appropriation Required:

Source of Funds:

FINANCE APPROVAL: N/A

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

The Five Star Spirit Award recipient for the second quarter of 2018 is James Ruthstrom. James is a peace officer with the Friendswood Police Department and began working for the City in December of 2016.

James was nominated after responding to a call at Centennial Park for a 52 year old male that was not breathing. For approximately 15 minutes Officer Ruthstrom performed CPR and assisted the Fire Chief until EMS could arrive. Once EMS took over, Officer Ruthstrom assisted by cutting clothing, getting supplies from the ambulance, prepping the IV, and loading the patient into the ambulance.

James' actions certainly exemplify the attributes of the Five Star Spirit Award: being Courteous, Competent, Reliable, Professional and Enthusiastic. We congratulate James on being the recipient of the Five Star Spirit Award for the second quarter of 2018 and thank him for his service to our citizens!



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: 10/1/2018

Date Submitted: 9/19/2018

Dept. Clearances: T. Byrd

Prepared by: D. Murphree

Subject: CDBG-DR Grant

Originating Department: FMO

City Attorney Review: mkf

Proceeding: Public Hearing

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

FINANCE APPROVAL: n/a

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

Public Hearing to receive input on the needs of the community and identifying projects needed to assist with recovery from Hurricane Harvey.

Harris County will be receiving \$1.115 billion in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds from the U.S. Department of Housing and Urban Development (HUD). The Method of Distribution (MOD) by Harris County allocated \$4,405,330 (Infrastructure, non-housing) to the City of Friendswood. This Public Hearing is a requirement to be eligible to receive funds from this grant.

In 2008 after Hurricane Ike, the City received \$2.5 million in CDBG Round 1 funding. That funding was primarily used to install natural gas generators on some of our water and sewer plants. Hurricane Ike Round 1 funds were also utilized to rebuild and expand Fire Station 3. The City received \$4.5 million in Round 2 funding, which was used to rebuild Link Road from FM 518 to Blackhawk.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This Public Hearing will allow the City to hear input from the community. City Staff will be identifying eligible grant projects and matching that with the needs of the community.

RECOMMENDATIONS

Not applicable

ATTACHMENTS

[Harris County Hurricane Harvey MOD Plan Presentation](#)

City of Friendswood

Hurricane Harvey

Harris County - CDBG-DR Allocation

Background

- Following Hurricane Harvey, Harris County received a direct Community Development Block Grant (CDBG) allocation of \$1,115,386,830 for recovery purposes
- The direct allocation was made due to Harris County being one of the most impacted counties.
- The City of Houston received its own allocation and cannot receive funds from the Harris County allocation.
- This meeting and use of funds refers only to the Harris County side of Friendswood.
- CDBG funds for the Galveston County side will be through the GLO.

Key Terminology

- **CDBG-DR**– Community Development Block Grant –Disaster Recovery program
- **MOD**—Method Distribution: process by which a County must develop the formula to allocate funding to other affected cities within the County
- **LMI**- Low and Moderate income; the primary national objective of the CDBG program under which CDBG-DR funding must also comply

Supplemental Action Plan

- The Harris County Supplemental Action Plan was approved by Commissioners Court on July 10, 2018 and submitted to the GLO on July 13, 2018.
- The County's Supplemental Action Plan divided funding based on the Federal Register:
 - o Housing– 79%
 - o Non-Housing Infrastructure– 21%
 - o Planning – up to 5% of overall allocation

Infrastructure/Non-Housing

- Under Infrastructure/Non-housing, the Harris County Supplemental Action Plan identifies three funding activities:
 - Commercial Buyouts (\$12,500,000) – combined with the Residential Buyout program to relocate vulnerable businesses to reduced flood risk areas
 - Harris County/Small Cities Allocation (\$120,000,000) – Method of Distribution of Infrastructure/non-housing funding
 - Competitive Pool (\$76,688,492) - RFP Process for cities not included in County or Regional MODs, non-cities eligible entities that suffered damage, i.e. MUDs, ISDs, NPOs

Method of Distribution (MOD)

Harris County, under the guidance of the GLO, has developed a MOD used to distribute CDBG-DR infrastructure funding (\$120,000,000) to the most impacted jurisdictions due to Hurricane Harvey.

- Under this MOD: Friendswood was calculated to receive **\$4,405,330**
- Calculation considered the amount of FEMA verified damage and LMI within communities. While the City ranked 3rd in damage, below Harris County and Pasadena, the City has a very low LMI percentage.

Citizen Participation

Cities with a MOD allocation will be required to perform the following citizen participation activities:

- Provide a Letter of Intent from City to participate and provide eligible projects under the MOD allocation (August 14, 2018)
- Publish a public notice of CDBG-DR funding allocation and advertising public meeting (September 19, 2018)
- Hold one public meeting for citizens to provide input on CDBG-DR allocation and possible city projects under the funding. (October 1, 2018)
- Submit an eligible non-housing/infrastructure application in the county's RFP for the amount allocated under the MOD

Method of Distribution (MOD)

- Eligible Activities under CDBG-DR Infrastructure/Non-housing funding:
 - Flood control and drainage repair and improvements, including the construction or rehabilitation of storm water management systems;
 - Restoration of publically owned infrastructure (such as water and sewer facilities, streets/bridges, provision of generators, etc.)
 - Demolition, rehabilitation/reconstruction of publicly-owned commercial, institutional, or industrial buildings and code enforcement
- Ineligible Activities under CDBG-DR Infrastructure/Non-housing funding:
 - To enlarge a dam or levee beyond the original footprint of the structure
 - To assist privately-owned utility for any purpose
 - To assist building/facilities used for the general conduct of government (e.g. city halls, courthouses, and emergency operation centers)

Friendswood Projects

- Acquisition and remodel of Blackhawk Property for use as a public shelter. Approximately 30% of structure. Project cost: \$1.5 million.
 - Approximately 2/3 of the structure to be used for Public Works and Parks operations. Remaining open space to be used as shelter during emergencies. Note that Public Works facilities are not eligible through CDBG.
- Installation of detention pond at Forrest Bend HOA. Estimated \$10 Million
- Installation of detention pond at Dixie Farm Rd. Estimated \$10 Million
- Elevation of Whispering Pines Bridge. Estimated \$10 Million
- Application for local 10% cost share of FEMA Public Assistance Projects. Estimated \$200,000

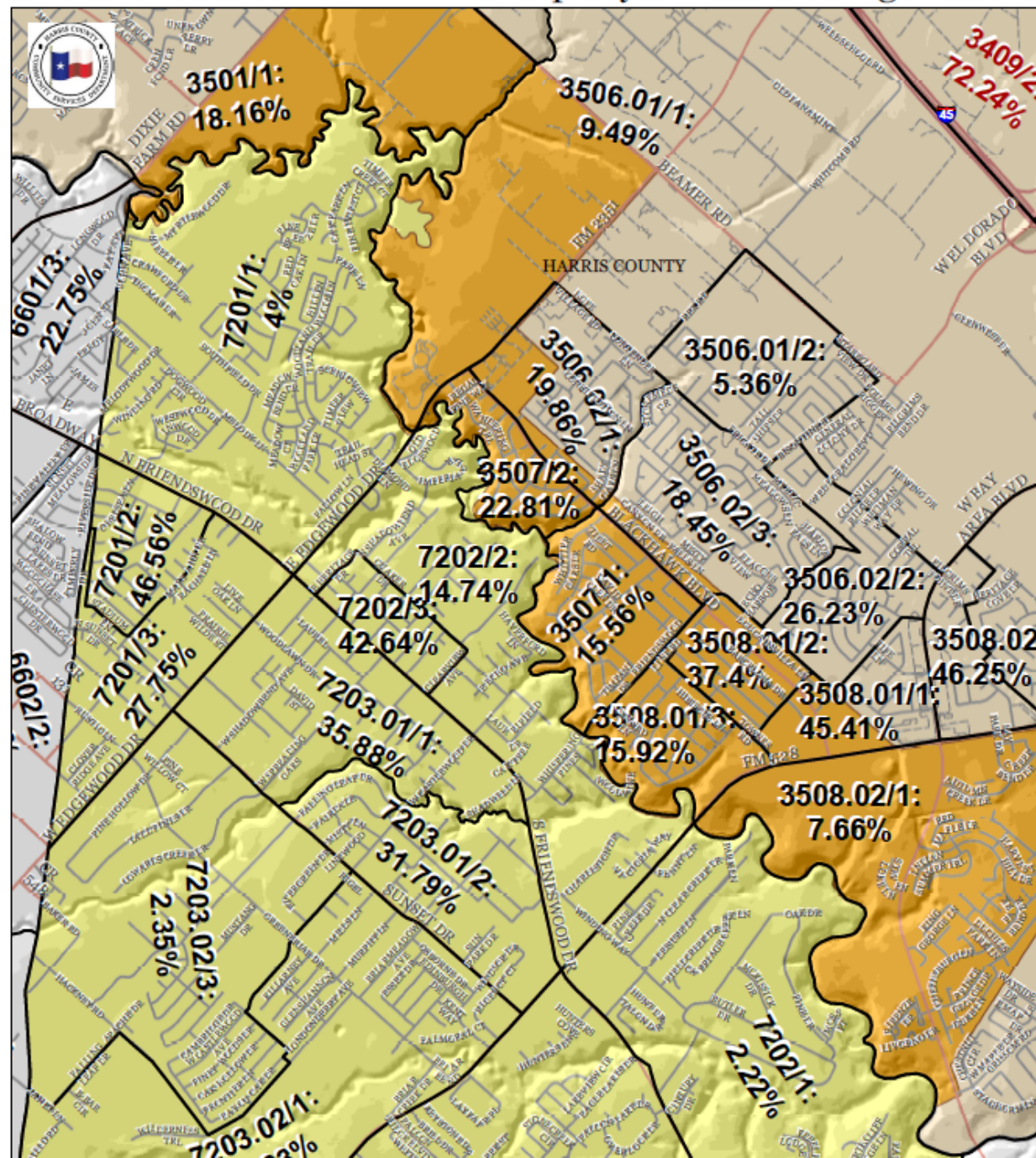
Tentative Timeline

- ✓ **June 25, 2018**– HUD approved State Action Plan
- ✓ **July 13, 2018**– Submission of County Plan for Commissioners Court approval & to GLO as amendment to State Action Plan
- ✓ **August 2, 2018**- Planning Meeting with Cities and County to discuss MOD/Competitive RFP
- ✓ **August 20, 2018**- Notice of Intent to participate in MOD due.
- ✓ **September 2018**–Complete local MOD for Court approval (9/25/18) and submission to GLO
- ✓ **September-October 2018**- MOD cities conduct public meeting
- ✓ **Mid-September 2018**- Release CDBG-DR Infrastructure Application/RFP
- ✓ **Mid-October 2018**– **CDBG-DR Infrastructure Application Due Date**
- ✓ **November 2018**- Harris County completes CDBG-DR Infrastructure projects submission packet and releases for 14-day public comment period and 2 public hearings
- ✓ **December 4, 2018**– CDBG-DR Infrastructure projects submission packet submitted to Court for approval and resolution to submit
- ✓ **January 2019**- GLO executes CDBG-DR Infrastructure contract with Harris County

LMI

- HUD requires that 70% of funds be used on LMI projects. To qualify as a LMI project, 51% or more of the project's service area must be LMI.
- Friendswood has no LMI qualifying neighborhoods or projects.
- City projects will have to rely on Harris County having enough LMI projects to cover the 70% LMI use of funds.
- Due to LMI requirements, the City may not receive all or any of the funds allocated to the City within the Harris County MOD.

Friendswood Block Groups by LMI Percentage



Public Comment

**Friendswood
Chamber of Commerce**



September 26, 2018

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

Re: 2018 Annual Report

It is our pleasure to update you and your City Council Members regarding the services that the Friendswood Chamber of Commerce provides the community. Current, new and potential residents are provided with information at no charge as a service of the Chamber. The following is information as stipulated in the contract.

"State of the City" Luncheon held in March at the Green Event Center. Keynote speaker Mayor Kevin Holland updated the businesses on upcoming projects for the city.

"Party on the Patio" Reception was held in May to honor our local businesses and Chamber Members. This is now an annual event that began with "Year of the Business" held at the Chamber office in partnership with the City of Friendswood Economic Development Committee.

3rd Annual "Labor Day - Ice Cream Social" This year due to rain the Chamber was asked to host this year's Ice Cream Social. It was estimated that over 700 people came out to enjoy Labor Day and have ice cream and cookies. Keep Friendswood Beautiful was one of the sponsors for this event.

3rd Annual "Business Expo" We invited our business community to participate. The Business Expo is a premier opportunity to grow your business by providing Business to Business networking opportunities as well as Business to Consumer exposure, thereby making it the perfect event to showcase, advertise, and sell products and services. The Friendswood Chamber of Commerce *in Partnership with Mayor Mike Foreman and the City of Friendswood Proudly Presents* The 2018 Business Expo "Soaring Your Business to New Heights" Thursday, September 20th 11:00 p.m. – 6:00 p.m., First Baptist Church, 202 E. Heritage, Friendswood, Texas 77546.

Annual "Broker Event"/Chamber Annual "Swing into to Fall" Golf Tournament In partnership with the City of Friendswood Economic Development Committee. The morning is full of educational information for local Brokers to recognize land areas that is still available in Friendswood for development. The afternoon is a great time to network with the Brokers, City Staff and Chamber Members.

Referral Services/Newcomers Packets: The Chamber provides referral services to the public regarding our city officials and departments. The Chamber acts as a liaison to relay all information regarding the city and its services. This increases each year as the city continues to grow.

City Events/Services: The Chamber answers a multitude of inquiry calls per week directly pertaining to events or services the City of Friendswood provides our community. This includes information regarding Community Services, Youth Sports programs, City Council schedules, Planning & Zoning, Voting Precincts/Registration Cards, Fisd and CCISD Schools, weather, and water rationing. Chamber staff also relays Emergency Information and Harris/Galveston County Tax Information. If the information for a specific department is at our disposal, we are delighted to relay it to the public... otherwise, we refer callers to the appropriate departments with names/phone numbers. The Chamber also acts as a source to e-mail important information out quickly to the city businesses.

The Chamber partners with the Office of Emergency Management to relay information to local merchants regarding Emergency information. The Chamber also works with the Friendswood Police Department to educate local businesses in safety and crime prevention. These departments use our Board Room for their events.

Community and Economic Development: As a part of our membership directory and guidebook, the Friendswood Chamber of Commerce publishes demographics regarding the Friendswood area. The Chamber and Economic Development share a page in this book at no charge and a second page is provided at a discounted rate. Each year this book is mailed to over 10,000 Friendswood residents as a courtesy and another 4,000 copies are mailed to businesses, newcomers and other interested parties.

First, the Chamber concentrates on releasing information we are aware of regarding available office and commercial space in Friendswood proper. Next, we offer/refer our local commercial realtors who are members of the Chamber. Finally, we direct inquiries to the Economic Development Coordinator with the City of Friendswood for projects of their expertise. The Chamber staff refers information found on the Chamber's web site, www.friendswoodchamber.com, and the city's web site, www.ci.Friendswood.tx.us.

City of Friendswood Maps: The Chamber works directly with the cartographic company in editing, selling ads, and distributing a current Friendswood map to businesses and newcomers to the area. The Chamber answers many inquiries on location of streets and gives directions. Maps are also given to the police, fire and city departments. During natural disasters, the Chamber has supplied maps to local insurance adjusters, FEMA representatives and utility companies.

Website Link: The Chamber website is also a great tool for our Chamber members and residents. We link current events for anyone interested in moving to the Friendswood area including links to the city of Friendswood, FISD and CCISD. Our website is used to relay information to citizens in an emergency. Friendswoodchamber.com

Meeting Room: A spacious meeting room is available for local organizations, the business community, city, and school districts to utilize on an as needed basis. The commitment the Chamber has endured should be an incentive to other businesses that Friendswood Economic Development is thriving, and business is great. On an average, our boardroom gets used 5 times a week. This past July 4th the city requested the Chamber host the dignitaries in our board room, so they had a cool place to relax.

Funds: The Chamber is grateful for the support from the City of Friendswood. The Chambers budget depends on membership dues and other non-dues income to fund our events associated with our Program of Work.

The Friendswood Chamber of Commerce has the charge of helping to assure a positive and nurturing environment for area businesses. Creating such an environment is a joint effort and we are fortunate to have many partners with the same vision. Carol Marcantel, Chamber President attends Galveston County events, city council and emergency management meetings and sits on the Economic Development Committee she is also member of the Gulf Coast Chamber Executives, which promotes Friendswood through the state. Lucy Woltz also attends emergency management meetings and the July 4th meetings as liaison for the Chamber and FISD committees as well as Friends of Downtown Friendswood Board of Directors.

As the Chamber and the City of Friendswood grow, our Chamber remains ready and willing to work in a partnership with the city of Friendswood, Friendswood ISD and Clear Creek ISD school and the many organizations that make Friendswood a place where businesses and families can thrive in a safe community.

Sincerely,
Dwight Potter, 2018 Chairman of the Board

Reported by Derrick Brown, 2017 Chairman Elect
Prepared by Carol Marcantel, IOM President

WHAT IS A CHAMBER OF COMMERCE? A Chamber of Commerce is a voluntary organization of business and professional people dedicated to the economic well being of their community. By working for a healthy economic climate of good jobs, capital creation, and honest, efficient government.

- A Chamber's strength lies in the number and diversity of its membership. Both large and small businesses from virtually every profession are represented and influence the direction of the Chamber's programs. These programs are financed by membership investments in the Chamber.

THE MEMBERS ARE THE CHAMBER. the more members the Chamber has, the better it can represent the business community. It accomplishes collectively what no one business can do alone.

- A Chamber of Commerce is **NOT** a department of local government, a social, civic, or charitable institution, nor a private advertising, publicity, or public relation agency.

WHAT DOES A CHAMBER OF COMMERCE DO? A Chamber of Commerce does what its membership wants it to do. Its basic function is that of economic development in a plan or philosophy accepted by its community. Community factors that affect economic development, such as education, transportation, and health care services, local, state, and federal government may come under the scrutiny and programs of the Chamber.

- Additional functions of the Chamber of Commerce include research and information; facts and information about the community and its activities; and market statistics. The Chamber disseminates these to a variety of populace economic prospects, existing businesses, mass media, the membership, newcomers, students, tourists, and others.
- The Chamber of Commerce represents business and professional interests before elected bodies. Ordinances, legislation, and regulations affecting business and the economic climate are addressed by Chamber.

HOW DOES A CHAMBER OF COMMERCE FUNCTION?

Officers and directors are elected to choose policies based on the mandate of the membership. Member volunteers are organized into committees, which identify goals and programs for the year. Once the Board of Directors approves these goals; they become the Chamber's Program of Work. Committees then form and work to accomplish the specific objectives of the Program of Work.

Friendswood Chamber of Commerce 2018 Program of Work



Ambassador Team

Chair: Frank Harper, FJH Custodial Services

Co-Chair: Linda Fee, Better Homes & Gardens Real Estate- Gary Greene

Co-Chair: Derrick Brown, ACU of Texas

Co-Chair: Linda McDonald, Salata – Baybrook Mall

The Chair and Co-Chair along with the Board of Directors and staff work in promoting the Chamber by recruiting new Chamber Members, attending events held during the year and encouraging fellow Chamber Members to be involved in all events.

- Time commitment is priceless.

Membership Benefit Committee

Chair: Craig Kovacevich, UTMB Health

Co-Chair: Derrick Brown, ACU of Texas

Co-Chair: Craig Hall, VARC Solutions

Co-Chair: Linda McDonald, Salata Baybrook Mall

Co-Chair: Traci Garcia, HomeTown Bank of Friendswood

How can we have a better impact with our Chamber members and how can we provide benefits to educate them to volunteer and sell sponsorships?

Chamber 101

Chair: Chris Premont, Ron Carter Cadillac Hyundai Genesis

Co-Chair: Dwight Potter, Potter's Liquor Store

Encourage members to attend this event twice a year along with the Board of Directors, staff and the Ambassador Team Members. This meeting would give the new and renewing members the opportunity to get involved in the programs and committees the Chamber has to offer.

Monthly Luncheons

Chair: Dwight Potter, Potter's Liquor Store

Co-Chair: Benette Rowley, Dunn Brothers Coffee

- The Chairman of the Board is the M.C. during all luncheons.
- The Co-Chair will be M.C in the absence of the Chairman.

This is a budgeted event for the Chamber.

There is a charge for the luncheon of \$25.00.

Non-Chamber Members may attend one time before they join the Chamber.

\$250.00 Sponsorships include the business name highlighted and a spotlight table.

\$50.00 Spotlight tables are available.

- Held the first Thursday of the month, 11:30am – 1:00pm. Date may vary according to the program.
- Time commitment is approximately 2 hours per month.

Monthly "Lunch & Learn Networking Luncheons

Chair: Frank Harper, FJH Custodial Services

Co-Chair: Derrick Brown, ACU of Texas

- The Chair will welcome everyone and explain roundtable procedures.
- The Co-Chair will perform these duties in the absence of the Chairman.

There is no charge for this event.

\$100.00 Sponsorships are available and include a spotlight table during the lunch.

Non-Chamber Members can attend one time before they join the Chamber.

- Held the third Thursday of the month, 11:45am – 1:00pm. Date may vary according to the program.
- Time commitment is approximately 2 hours per month.

Monthly "Kick Start Your Day" Networking Breakfast

Chair: Linda Fee, Better Homes & Gardens Real Estate – Gary Greene

Co-Chair: Linda McDonald, Salata Baybrook Mall

- The Chair will welcome everyone and explain roundtable procedures.
- The Co-Chair will perform these duties in the absence of the Chairman.

This is a budgeted event for the Chamber.

\$10.00 for Chamber Members and \$12.00 for Non-Chamber Members.

Non-Chamber Members may attend one time before they join the Chamber.

\$100.00 Sponsorships are available and include a spotlight table during the breakfast.

- Held the last Thursday of the month, 7:30am – 9:00am. Date may vary according to the program.
- Time commitment is approximately 2 hours per month.

14th Annual Friendswood Classic Car & Bike Show

Chair: Linda Fee, Better Homes & Gardens Real Estate – Gary Greene

Co-Chair: Craig Hall, VARC Solutions

Co-Chair: Chris Premont, Ron Carter Cadillac Hyundai Genesis

The Chair and Co-Chairs will work together with staff and the Committee Members in organizing this event.

This is a major budget fundraiser for the Chamber.

Sponsorships are available.

- Held the third Saturday in April 9:00am – 4:00pm.
- Committee will begin meeting at the end of January.
- Time commitment:
 - Friday booth setup at Stevenson Park from 3:00am – 6:00pm
 - Day of the event from 6:00am – 6:00pm

27th Annual "Win a Truck" Fundraiser

Chair: Derrick Brown, ACU of Texas

Co-Chair: Craig Hall, VARC Solutions

Co-Chair: Dwight Potter, Potter's Liquor

The Chairman will work together with staff and the Committee Members in organizing this event.

This is a major budget fundraiser for the Chamber.

The committee chooses the vehicle. Only Chamber Members may submit a quote.

Raffle tickets are issued to Chamber Members to sell. The community supports this event.

Raffle ticket prices are set at \$10.00 each or a book of 10 for \$100.00.

Sponsorships are available.

- Committee will begin meeting at the end of January.
- Booth setup the day before the event in Stevenson Park, 4:00pm – 5:30pm.
- Drawing is held on July 4th at approximately 9:00pm at Centennial Park.
- Time commitment is the day of the event from 8:00am – 9:30pm selling raffle tickets.

3rd Annual "Sportsman Raffle"

Chair: Derrick Brown, ACU of Texas

Co-Chair: Dwight Potter, Potter's Liquor Store

Co-Chair: Craig Hall, VARC Solutions

This event will Begin July 5th selling 500 \$100.00 tickets.

21th Annual "Swing Into Fall" Golf Tournament

Chair: Derrick Brown, ACU of Texas

Co-Chair: Andrea Webb, Moody National Bank of Friendswood

The Chair and Co-Chairs will work together with staff and the Committee Members in organizing this event.

This is a major budget fundraiser for the Chamber. Players are charged a set price by teams or individual golfers.

Non-Chamber Members may participate in this event. Sponsorships are available.

- This committee will begin meeting in July.
- Golf date TBA working with the City of Friendswood's "Broker Event"
- Timber Creek Golf Course.
- Time commitment is the day of event from 10:00am – 7:00pm.

11th Annual "B.B.Q" Fundraiser for Door Prizes

- B.B.Q. sandwich, cookie and a drink are sold for a set price.
- Time commitment is the day of event from 8:00am – 2:00pm.

19th Annual "Halloween in the Park"

Chair: Benette Rowley, Dunn Brothers Coffee

Co-Chair: Traci Garcia, HomeTown Bank of Friendswood

The Chair and Co-Chair will work together with staff and the Committee Members in organizing this event. This is a major budget fundraiser for the Chamber.

\$50.00 Chamber Member booths.

\$300.00 Non-Chamber member booths. (This includes a Chamber membership.)

Major Sponsor: Better Homes and Gardens Real Estate-Gary Greene

- Committee will begin meeting in September.
- Event is held the last Sunday in October in Stevenson Park.
- Time commitment is the day of event, 3:00pm – 9:00pm.

32nd Annual "Christmas Lighted Parade"

Chair: Traci Garcia, HomeTown Bank of Friendswood

The Chairman will work together with the staff and the Committee Members in organizing this event.

There is no charge for this event.

Major Sponsor: HomeTown Bank of Friendswood

The judges give awards in various categories.

This event is held the second Saturday in December.

- This committee will begin meeting in October and end the day of event.
- Time commitment will require various times on Friday and Saturday to prepare for the event and on Sunday and Monday to dismantle the event.

54th Annual "Chairman's Gala"

Chairman: Dwight Potter, Potter's Liquor Store

Co-Chair: Traci Garcia, HomeTown Bank of Friendswood

Co-Chair: Benette Rowley, Dunn Brothers Coffee

Co-Chair: Andrea Webb, Moody National Bank of Friendswood

The Chair and Co-Chairs will work together with staff and the Committee Members in organizing this event.

This is a budgeted event for the Chamber.

Attendees will be charged a set price per person.

Various Sponsorships are available.

- *Held in mid-January.*
- *Committee will begin meeting in August.*
- *Time commitment:*
Collecting auction items and door prizes
Day of event setup at 1:00pm and the evening from 5:00pm – midnight

3rd Annual "Business Expo"

Chairman: Craig Kovacevich, UTMB Health

Co-Chair: Derrick Brown, ACU of Texas

Co-Chair: Chris Premont, Ron Carter Cadillac Hyundai Genesis

This is a budgeted event for the Chamber.

Chamber Members will be charged a set The Chair and Co-Chair will work together with staff and the Committee Member in organizing this event. Price per booth.

Various Sponsorship are available

- Committee will begin meeting in April
- Time Commitment :
Find a location, setup room, sell booth space and sponsorships.
Day of event help in setting up room.

By-Laws Article VIII, Committees

Chair: Dwight Potter, Potter's Liquor Store

The following standing committees shall be appointed in October for the following calendar year:

Nominating Committee:

Chairman Dwight Potter, Potter's Liquor Store

This committee will meet when the Chairman needs to review open positions on the Board. Consisting of three Board of Directors and two non-Board Members, Executive Officers and President

Budget Committee:

Executive Officers, President and CPA Firm

This committee will meet in October after the Annual Retreat to review and prepare a budget for the new year.

Retail & Economic Development Committee:

Chair: Dwight Potter, Potter's Liquor Store

This committee will review the Program of Work to make sure the Chamber is meeting the needs of the membership.

Education Committee:

Chair: Dwight Potter, Potter's Liquor Store

This committee will review the Friendswood Chamber of Commerce Scholarship Fund to meet the needs of the Chamber's annual Honors luncheon.

Membership Committee:

Chair: Dwight Potter, Potter's Liquor Store

This committee will review the Program of Work to make sure the Chamber is meeting the needs of the Membership.

Special Events Committee:

Chair: Dwight Potter, Potter's Liquor Store

This committee will review the Program of Work to make sure the Chamber is meeting the needs of the Membership.

Advisory Committee

Consists of individuals who bring unique knowledge and skills such as Past Chairman of the Board. The advisory committee does not have formal authority to govern the organization, that is, the advisory committee cannot issue directives which must be followed. Rather, the advisory committee serves to make recommendations and/or provide key information to the board of directors. This committee will meet when the Chairman of Board calls for a special meeting to discuss matters at hand.

- Allan Rasmussen, HomeTown Bank of Friendswood, Downtown
- Rebecca Lilley, Memorial Hermann Southeast Hospital
- William Rearick, Moody National Bank of Friendswood
- Robert Rinehart, American National Insurance
- Cary Haskel, Amsol
- Dwight Potter, Potter's Liquor Store

**Friendswood
Chamber of Commerce
2018 Calendar**

Thursday, January 18th	Lunch & Learn 11:45am-1:00pm Chamber Office
Saturday, January 20th	54 th Annual Chairman's Gala 6:00pm-11:00pm Hope Village Ballroom
Thursday, January 25th	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, February 1st	General Membership Luncheon 11:30am-1:00pm Green Event Center, Friendswood
Thursday, February 15th	Lunch & Learn 11:45am-1:00pm Chamber Office
Thursday, February 22nd	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, March 8th	31 st Annual "State of the City Address" 11:00am-1:00pm Green Event Center, Friendswood
Thursday, March 15th	Lunch & Learn 11:45am-1:00pm Chamber Office
Thursday, March 29th	"Kick Start Your Day" Networking Breakfast 7:30am-9:30am Chamber Office
Thursday, April 5th	18 th Annual "Membership Appreciation" Luncheon 11:00am-1:00pm Stevenson Park
Thursday, April 19^h	Lunch & Learn 11:45am-1:00pm Chamber Office
Saturday, April 21st	14 th Annual Friendswood Car & Bike Show 9:00am-4:00pm Stevenson Park
Thursday, April 26th	32 nd Annual "Honors Luncheon" 11:00am-1:00pm Green Event Center, Friendswood
Thursday, May 3rd	Party on the Patio 5:00pm-7:00pm Chamber Office
Thursday, May 17th	Lunch & Learn 11:45am-1:00pm Chamber Office
Tuesday, May 22nd	Chamber 101 11:45am-1:00pm Chamber Office
Thursday, May 31st	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, June 7th	General Membership Luncheon 11:30am-1:00pm Green Event Center, Friendswood
Thursday, June 21st	Lunch & Learn 11:45am-1:00pm Chamber Office
Thursday, June 28th	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office

Wednesday, July 4th	27 th Annual July 4 th Raffle Parade & Evening Fireworks Celebration
Thursday, July 19th	Lunch & Learn 11:45am-1:00pm Chamber Office
Thursday, July 26th	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, August 16th	Lunch & Learn 11:45am-1:00pm Chamber Office
Thursday, August 30th	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, September 6th	General Membership Luncheon 11:30am-1:00pm Green Event Center, Friendswood
Thursday, September 20th	Lunch & Learn 11:45am-1:00pm Chamber Office
Thursday, September 27th	"Kick Start Your Day" Networking Breakfast 7:30am-9:00am Chamber Office
Thursday, October 4th	General Membership Luncheon 11:30am-1:00pm Green Event Center, Friendswood
Monday, October 8th	Business Expo – Thursday, September 20, 2018 1:00pm-7:00pm Friendswood Jr. High School
Thursday, October 18th	Lunch & Learn 11:45am-1:00pm Chamber Office
Tuesday, October 23rd	Chamber 101 11:45am-1:00pm Chamber Office
Thursday, October 25th	21 st Annual "Swing into Fall" Golf Tournament -Thursday, October 25, 2018 Timber Creek Golf Club
Sunday, October 28th	19 th Annual "Halloween in the Park" 5:00pm-7:00pm Stevenson Park
Thursday, November 1st	General Membership Luncheon 11:30am-1:00pm Green Event Center, Friendswood
Thursday, November 15th	Lunch & Learn 11:45am-1:00pm Chamber Office
Thursday, November 29th	"Kick Start Your Day" Networking Breakfast 7:30-9:00am Chamber Office
Thursday, December 6th	General Membership "Christmas Luncheon" 11:00am-1:00pm Green Event Center, Friendswood
Saturday, December 8th	32 nd Annual "Christmas Lighted" Parade Line Up: 5:00pm Parade Starts at 6:00pm
Thursday, December 13th	23 rd Annual "Trim a Tree" Open House 11:00am-2:00pm Chamber Office

Dates, times and locations are subject to change. For updates, schedule changes and other Community Events, please visit the Chamber website at www.friendswoodchamber.com or call 281-482-3329



FRIENDSWOOD CITY COUNCIL AGENDA ITEM

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: October 1, 2018

Date Submitted: September 19, 2018

Dept. Clearances: Morad

Prepared by: Karen Capps, CMO/ED

Subject: Contract with the Friendswood Chamber of Commerce

Originating Department: CMO/ED

City Attorney Review: MKF

Proceeding: C&PA

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$20,000.

Amount Budgeted: \$20,000.

Appropriation Required: n/a

Source of Funds: General Fund Operating Budget

FINANCE APPROVAL: *krh*

MK

Morad Kabiri
City Manager

SUMMARY / ORIGINATING CAUSE

This is a new three-year contract with the Friendswood Chamber of Commerce through September 30, 2021 for \$20,000 per year. A list of services include publishing a business directory and guide book to all residents in the city, dissemination of City events, meetings, and items of public interest, distribution of a city map, business visits, and business related events throughout the year.

Chamber Board President Elect, Derrick Brown, will be present at the meeting to provide their annual report to City Council.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

By approving this contract with the Friendswood Chamber of Commerce, funds will be used for marketing as well as business promotion and retention purposes.

The City and Chamber's partnership is vital to the success of providing communitywide events and services: Broker/Developer Day and Chamber Swing into Fall Golf Tournament, Fourth of July, Christmas parade, Concerts in the Park, business networking events, monthly Chamber luncheons, business retention visits, and others. Renewal of the contract will ensure that this partnership continues.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

[Chamber Contract](#)

[Chamber Budget](#)

STATE OF TEXAS

{

{KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON

{

CONTRACT

This contract is made and entered into by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, hereinafter called "City", and the Friendswood Chamber of Commerce, a nonprofit corporation formed under the laws of the State of Texas, located and operating in City, hereinafter called "Chamber", each of said contracting parties acting by and through their respective hereunto duly authorized officers.

Witnesseth

WHEREAS, Chamber provides regular and ongoing services and programs which include, but are not limited to, the dissemination of information to the public and businesses regarding City activities and services, referral services to appropriate City officials and departments, and the promotion of economic development within the city.

WHEREAS, City benefits from such services that enhance and encourage local businesses and sales and property taxes; and

WHEREAS, City is desirous of Chamber continuing and expanding such services for the benefit of City and its inhabitants; and

WHEREAS, pursuant to Article III, §52a, Texas Constitution, and Chapter 380, Texas Local Government Code, municipalities are authorized to establish programs to promote local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the City has funds available to support economic development programs and finds and determines that a valid public purpose exists in supporting the efforts of the Chamber in that regard and that the expenditures provided for herein satisfy the criteria required by the constitutional and statutory provisions; now therefore,

For and in consideration of the mutual consideration and obligations contained herein, City and Chamber agree as follows:

1. Chamber shall provide referral services to the public regarding City officials and departments. City will provide Chamber with newcomer packets and information, which shall be distributed by Chamber personnel, and such other documents as will aid the Chamber in its economic development activities and encouraging businesses to locate within the City.
2. Chamber shall disseminate information to the public regarding City functions and services such as the Fourth of July program, parks and recreation

services and events, Council and City committee meeting agendas, and other similar matters of public interest.

3. Chamber shall provide insightful information about City to prospective businesses interested in locating in the city of Friendswood. This shall include business programs and services, the local business environment, including City's economic development efforts, and maps and community information.
4. Chamber shall conduct a continuing program of advertising and promotion for attracting new businesses to the city. This shall include updating and publishing the Chamber Directory and Guide Book.
5. Chamber shall assist the Economic Development Coordinator of the City by referring prospective start up and relocating businesses for information and assistance. Chamber shall work with the Economic Development Coordinator on business retention efforts with existing businesses and shall work as a local business advocate addressing the concerns of local business.
6. Chamber shall provide an annual budget and report outlining the extent of its efforts in each of the above matters to the City Council. The budget for the use of funds being provided under this contract by City shall be submitted within forty-five (45) days of the execution of this contract, and the report of activities shall be presented within six (6) months of the date of execution hereof. Such budget and report of activities will likewise be submitted for the second and third year of the Contract within forty-five (45) days and six (6) months, respectively, of the beginning of the second and third year.
7. The funds shall be used in Friendswood for economic development and business retention related purposes and shall not be spent for activities or events the primary purpose of which is not directly related to promoting those purposes. For the performance of the services, City shall pay Chamber the sum of twenty thousand dollars (\$20,000) per year for the term of this Contract. The first year's payment will be made within forty-five (45) days of the City' receipt of an approved Chamber Budget. The second year's payment shall be made no later than forty-five (45) days of receipt of an approved Chamber Budget for the second year of the Contract. The third year's payment shall be made no later than forty-five (45) days of receipt of an approved Chamber Budget for the third year of the Contract. Notwithstanding the foregoing, in the event a future governing body of City fails or refuses to appropriate funds for the second and/or third year of this Contract, this Contract shall be deemed terminated as of September 30, 2019 or September 30, 2020, as the case may be. City shall notify Chamber of any such non-appropriation.

Subject to the appropriation of funds by the City, and unless terminated by City as provided herein, the term of this Contract shall be for a period of three years, commencing on the date of execution hereof and ending **September 30, 2021**.

Notices necessary or required under this Agreement shall be effective when deposited in the United States mail, and addressed to the City of Friendswood, ATTN: City Manager, 910 S. Friendswood Dr., Friendswood, TX 77546 or the Friendswood Chamber of Commerce, ATTN: Carol Marcantel, President. PO Box 11, Friendswood, TX 77549.

No part of this Contract may be assigned or delegated without the prior written consent of the other party, and any such attempted assignment of benefits or rights or delegation of obligations or duties shall be a breach of this Contract.

Funds provided hereunder by City shall be contingent on the Chamber's performance of the services. In the event of any non-performance and failure to cure any such non-performance following written notice by City to Chamber, the Chamber shall refund to City the full amount of any funds provided hereunder.

City retains the right to terminate this contract with or without cause upon thirty (30) days' notice to Chamber.

This Contract shall be subject to the laws and statutes of the State of Texas. Venue for any dispute hereunder shall lie in Galveston County, Texas.

The Chamber of Commerce agrees to and shall indemnify and hold harmless and defend the City of Friendswood, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liabilities of every kind including all expenses of litigation, court costs and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Chamber of Commerce, its officers agents and employees carried out in furtherance of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on this **1st day of October 2018** and further state that this Contract constitutes the entire agreement between the parties.

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**Friendswood  
Chamber of Commerce**

By: \_\_\_\_\_  
Carol Marcantel, IOM President

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Lucy Woltz, Vice President

**City of Friendswood**

by: \_\_\_\_\_  
Mike Foreman, Mayor

Date: \_\_\_\_\_

ATTEST:

by: \_\_\_\_\_  
Melinda Welsh, City Secretary

**Friendswood Chamber of Commerce  
Profit & Loss Budget Performance**

| Income                                | 2015 Budget       | 2016 Budget       | 2017 Budget       | 2017 10 Months Actual | 2018 Budget       |
|---------------------------------------|-------------------|-------------------|-------------------|-----------------------|-------------------|
| <b><u>Membership</u></b>              |                   |                   |                   |                       |                   |
| Renewals                              | 100,000.00        | 110,000.00        | 110,000.00        | 77,260.00             | 105,000.00        |
| New Members                           | 20,000.00         | 25,000.00         | 20,000.00         | 16,882.50             | 20,000.00         |
| <b>Total</b>                          | <b>120,000.00</b> | <b>135,000.00</b> | <b>130,000.00</b> | <b>94,142.50</b>      | <b>125,000.00</b> |
| <b><u>Chairman's Gala</u></b>         |                   |                   |                   |                       |                   |
| Gala Revenue - Current Year           | 20,000.00         | 20,000.00         | 10,000.00         | 16,802.00             | 10,000.00         |
| Gala Revenue - Ensuing Year           |                   |                   | 10,000.00         | 1,300.00              | 10,000.00         |
| Gala Sponsors - Current Year          |                   |                   | 2,500.00          | 7,975.00              | 2,500.00          |
| Gala Sponsors - Ensuing Year          | 5,000.00          | 5,000.00          | 2,500.00          | 250.00                | 2,500.00          |
| <b>Total</b>                          | <b>25,000.00</b>  | <b>25,000.00</b>  | <b>25,000.00</b>  | <b>26,327.00</b>      | <b>25,000.00</b>  |
| <b><u>Golf Tournament</u></b>         |                   |                   |                   |                       |                   |
| Golf Door Prizes                      | 5,000.00          | 5000              | 3500              | 20                    | 3500              |
| Golf Teams                            |                   |                   | 12000             | 2875                  | 9500              |
| Golf Sponsor                          |                   |                   | 7000              | 5950                  | 7000              |
| Golf Revenue                          | 20,000.00         | 20000             |                   | 2471                  |                   |
| <b>Total</b>                          | <b>25,000.00</b>  | <b>25000</b>      | <b>22500</b>      | <b>11316</b>          | <b>20000</b>      |
| <b><u>Directory</u></b>               |                   |                   |                   |                       |                   |
| Royalty                               | 7,500.00          | 10000             | 6000              | 6657                  | 6000              |
| <b>Total</b>                          | <b>7,500.00</b>   | <b>10000</b>      | <b>6000</b>       | <b>6657</b>           | <b>6000</b>       |
| <b><u>July 4th Raffle</u></b>         |                   |                   |                   |                       |                   |
| Ticket Sales                          | 50,000.00         | 45000             | 45000             | 50570                 | 45000             |
| Sponsors                              | 1,500.00          | 1500              | 1500              | 850                   | 1500              |
| <b>Total</b>                          | <b>51,500.00</b>  | <b>46500</b>      | <b>46500</b>      | <b>51420</b>          | <b>46500</b>      |
| <b><u>Network Breakfast</u></b>       |                   |                   |                   |                       |                   |
| Revenue                               | 1,000.00          | 1000              | 1000              | 874                   | 2000              |
| Sponsors                              | 500               | 500               | 500               | 100                   | 0                 |
| <b>Total</b>                          | <b>1,500.00</b>   | <b>1500</b>       | <b>1500</b>       | <b>974</b>            | <b>2000</b>       |
| <b><u>Stars, Maps &amp; Flags</u></b> |                   |                   |                   |                       |                   |
| Police signs                          | 500               | 0                 | 0                 | 120                   | 0                 |
| Flags Sold                            | 100               | 0                 | 0                 | 40                    | 0                 |
| <b>Total</b>                          | <b>600</b>        | <b>0</b>          | <b>0</b>          | <b>160</b>            | <b>0</b>          |
| <b><u>Car &amp; Bike Show</u></b>     |                   |                   |                   |                       |                   |
| Car Show Sponsors                     | 12,500.00         | 12500             | 12500             | 10485                 | 12500             |
| Car Show Entry Fees                   | 4,000.00          | 4000              | 4000              | 4958                  | 4000              |
| <b>Total</b>                          | <b>16,500.00</b>  | <b>16500</b>      | <b>16500</b>      | <b>15443</b>          | <b>16500</b>      |
| <b><u>Holidays</u></b>                |                   |                   |                   |                       |                   |
| Christmas Sponsor                     | 1,000.00          | 1000              | 1000              | 1000                  | 1000              |
| Halloween Sponsor                     | 1,500.00          | 1500              | 1500              | 1550                  | 1500              |
| Halloween Booth Revenue               | 2,500.00          | 2500              | 2500              | 1350                  | 2500              |
| <b>Total</b>                          | <b>5,000.00</b>   | <b>5000</b>       | <b>5000</b>       | <b>3900</b>           | <b>5000</b>       |
| <b><u>Brown Bag Lunch</u></b>         |                   |                   |                   |                       |                   |
| Sponsor                               | 500.00            | 0                 | 0                 | 0                     | 0                 |
| <b>Total</b>                          | <b>500.00</b>     | <b>0</b>          | <b>0</b>          | <b>0</b>              | <b>0</b>          |
| <b><u>Other support</u></b>           |                   |                   |                   |                       |                   |
| E-News Revenue                        | 3,000.00          | 3000              | 3000              | 3150                  | 3000              |
| City Contract                         | 20,000.00         | 20000             | 20000             | 20000                 | 20000             |
| Board Room Rent                       | 10,000.00         | 10000             | 10000             | 6600                  | 10000             |
| Other Income                          | 1,000.00          | 1000              | 1000              | 4414                  | 1000              |
| Interest Earned                       |                   | 0                 | 0                 | 0                     | 0                 |
| <b>Total</b>                          | <b>34,000.00</b>  | <b>34000</b>      | <b>34000</b>      | <b>34164</b>          | <b>34000</b>      |
| <b><u>Leadership Revenue</u></b>      | <b>0</b>          | <b>0</b>          | <b>0</b>          | <b>0</b>              | <b>0</b>          |
| <b><u>Luncheon</u></b>                |                   |                   |                   |                       |                   |
| Meal Revenue                          | 15,000.00         | 15000             | 15000             | 11788                 | 15000             |
| Sponsorship                           | 2,500.00          | 2500              | 2500              | 3000                  | 2500              |
| Spotlight Table                       | 1,000.00          | 1000              | 1000              | 300                   | 1000              |
| <b>Total</b>                          | <b>18,500.00</b>  | <b>18,500.00</b>  | <b>18,500.00</b>  | <b>15,088.00</b>      | <b>18,500.00</b>  |
| <b><u>Business Expo</u></b>           |                   |                   |                   |                       |                   |

**Friendswood Chamber of Commerce  
Profit & Loss Budget Performance**

| Income                           | 2015 Budget        | 2016 Budget        | 2017 Budget        | 2017 10 Months Actual       | 2018 Budget        |
|----------------------------------|--------------------|--------------------|--------------------|-----------------------------|--------------------|
| <b>Business Expo</b>             |                    |                    |                    |                             |                    |
| Booth                            |                    | 6000               | 6000               | 10359                       | 10000              |
| Sponsors                         |                    | 3000               | 3000               | 2600                        | 3000               |
| Door Ticket Sales                |                    | 1000               | 1000               | 726                         | 1000               |
| <b>Total</b>                     | 0.00               | 10,000.00          | 10,000.00          | 13,685.00                   | 14,000.00          |
| <b>Sportsman Raffle</b>          |                    |                    |                    |                             |                    |
| <b>Sportsman Raffle</b>          |                    |                    |                    |                             |                    |
| Raffle Ticket Sales              |                    | 6000               | 20000              | 3440                        | 40,000.00          |
| <b>Total</b>                     | 0.00               | 6,000.00           | 20,000.00          | 3,440.00                    | 40,000.00          |
| <b>Harvey Income</b>             |                    |                    |                    |                             |                    |
| Harvey                           | 0.00               | 0                  | 0                  | 50833                       | 0                  |
| <b>Total</b>                     | 500.00             | 0                  | 0                  | 50833                       | 0                  |
| <b>Total Income</b>              | <b>305,600.00</b>  | <b>327,000.00</b>  | <b>335,500.00</b>  | <b>327,549.50</b>           | <b>352,500.00</b>  |
| <b>Expenses</b>                  | <b>2015 Budget</b> | <b>2016 Budget</b> | <b>2017 Budget</b> | <b>2017 9 Months Actual</b> | <b>2018 Budget</b> |
| <b>Membership Expense</b>        |                    |                    |                    |                             |                    |
| Awards, Plaque                   | 1,500.00           | 1500               | 1500               | 1310.01                     | 1500               |
| Other                            | 500.00             | 1700               | 0                  | 0                           | 0                  |
| <b>Total</b>                     | 2,000.00           | 3200               | 1500               | 1310.01                     | 1500               |
| <b>Chairmans Gala</b>            | 15,000.00          | 15000              | 0                  | 0                           | 0                  |
| Chairmans Gala Current Year      |                    |                    | 10000              | 10000                       | 10000              |
| Chairmans Gala Ensuing Year      |                    |                    | 5000               | 5635                        | 5000               |
| <b>Total</b>                     | 0.00               | 0                  | 15000              | 15635                       | 15000              |
| <b>Golf Tournament</b>           |                    |                    |                    |                             |                    |
| Golf Raffle                      | 1,000.00           | 1000               | 1000               | 0                           | 1000               |
| Golf Expenses                    | 9,000.00           | 9000               | 9000               | 2138.3                      | 9000               |
| <b>Total</b>                     | 10,000.00          | 10000              | 10000              | 2138.3                      | 10000              |
| <b>July 4th Raffle</b>           |                    |                    |                    |                             |                    |
| Printing, Signs, Banner, Photo   | 1,500.00           | 1500               | 1500               | 1806.47                     | 1500               |
| Prize                            | 20,000.00          | 20000              | 25000              | 25000                       | 25000              |
| Incentives, Misc                 | 800                | 800                | 800                | 300                         | 800                |
| <b>Total</b>                     | 22,300.00          | 22300              | 27300              | 27106.47                    | 27300              |
| <b>Car &amp; Bike Classic</b>    | 12,500.00          | 5000               | 5000               | 3940                        | 5000               |
| <b>Holidays</b>                  |                    |                    |                    |                             |                    |
| Halloween in the Park            | 700.00             | 700                | 700                | 723.25                      | 900                |
| Christmas Parade                 | 100.00             | 100                | 100                | 176                         | 0                  |
| <b>Total</b>                     | 800.00             | 800                | 800                | 899.25                      | 900                |
| <b>Leadership Expense</b>        | 0                  | 0                  | 0                  | 0                           | 0                  |
| <b>Luncheons</b>                 |                    |                    |                    |                             |                    |
| Meal Costs                       | 12,000.00          | 12000              | 12000              | 4526.63                     | 12000              |
| Room Charge                      | 2,500.00           | 2500               | 2500               | 4810.5                      | 2500               |
| <b>Total</b>                     | 14,500.00          | 14500              | 14500              | 9337.13                     | 14500              |
| <b>Business Expo Expense</b>     |                    |                    |                    |                             |                    |
| <b>Business Expo Expense</b>     |                    |                    |                    |                             |                    |
| Expenses                         |                    | 5000               | 5000               | 1363.54                     | 8000               |
| <b>Total</b>                     | 0.00               | 5,000.00           | 5,000.00           | 1,363.54                    | 8,000.00           |
| <b>Sportsman Raffle</b>          |                    |                    |                    |                             |                    |
| <b>Sportsman Raffle Expenses</b> |                    |                    |                    |                             |                    |
| Expenses                         |                    |                    | 10000              | 131.22                      | 25,000.00          |
| <b>Total</b>                     | 0.00               | 0.00               | 10,000.00          | 131.22                      | 25,000.00          |
| <b>Network Breakfast</b>         |                    |                    |                    | 603                         |                    |
| <b>Support Services</b>          |                    |                    |                    |                             |                    |
| Auto Expense                     | 1,800.00           | 1,800.00           | 1,800.00           | 1,837.95                    | 1,800.00           |
| Advertising                      | 500.00             | 100.00             | 1,200.00           | 161.06                      | 1,200.00           |
| Bank Charges                     | 100                | 100                | 100                | 327.46                      | 100                |
| Building - Depreciation          | 9,600.00           | 9,600.00           | 9,600.00           | 7,000.00                    | 7,200.00           |
| Building - Interest              | 4,800.00           | 4,800.00           | 4,800.00           | 2,648.30                    | 3,600.00           |
| Building - Utilities             | 4,800.00           | 4,800.00           | 4,200.00           | 3,628.60                    | 4,200.00           |
| Computer Expenses                | 1,000.00           | 2,300.00           | 2,300.00           | 2,482.95                    | 2,300.00           |
| Copier Expenses                  | 1,500.00           | 1,500.00           | 3,000.00           | 2,733.19                    | 3,000.00           |
| Continuing Education             | 500.00             | 500.00             | 500.00             | 0.00                        | 500.00             |
| Credit Card Collection           | 1,500.00           | 2,000.00           | 2,000.00           | 1,931.42                    | 2,000.00           |

**Friendswood Chamber of Commerce  
Profit & Loss Budget Performance**

| <b>Income</b>                | <b>2015 Budget</b> | <b>2016 Budget</b> | <b>2017 Budget</b> | <b>2017 10 Months Actual</b> | <b>2018 Budget</b> |
|------------------------------|--------------------|--------------------|--------------------|------------------------------|--------------------|
| Dues & Subscriptions         | 1,400.00           | 2,000.00           | 2,000.00           | 1,498.50                     | 2,000.00           |
| Equipment Rental             | 3,000.00           | 3,000.00           | 4,200.00           | 3,267.21                     | 4,200.00           |
| Insurance - General          | 15,000.00          | 21,700.00          | 21,700.00          | 15,971.64                    | 21,700.00          |
| Legal & Professional         | 4,500.00           | 4,500.00           | 4,500.00           | 4,454.00                     | 5,000.00           |
| Meals & Entertainment        | 1,500.00           | 2,000.00           | 2,000.00           | 1,944.63                     | 2,000.00           |
| Office Supplies              | 2,500.00           | 2,500.00           | 4,000.00           | 4,967.34                     | 4,000.00           |
| Postage                      | 4,000.00           | 4,500.00           | 2,500.00           | 1,545.99                     | 2,500.00           |
| Repairs & Maintenance        | 6,000.00           | 6,500.00           | 9,000.00           | 7,845.26                     | 9,000.00           |
| Salary & Wages               | 148,000.00         | 148,000.00         | 148,000.00         | 120,717.61                   | 150,000.00         |
| Staff Bonus                  |                    |                    | 2,500.00           |                              | 2,500.00           |
| Telephone                    | 5,500.00           | 5,000.00           | 4,500.00           | 3,688.08                     | 4,500.00           |
| Taxes - Other                |                    |                    | 0                  | 0                            | 0                  |
| Taxes - Payroll              | 12,000.00          | 12,000.00          | 12,000.00          | 9,562.26                     | 12,000.00          |
| POA Expense                  |                    | 12,000.00          | 0.00               | 0.00                         | 0.00               |
| Harvey Flood Expense         |                    |                    |                    | 29,793.57                    |                    |
| Reconciliation Discrepancies |                    |                    |                    | -2,884.73                    |                    |
| <b>Total</b>                 | <b>229,500.00</b>  | <b>251,200.00</b>  | <b>246,400.00</b>  | <b>225,122.29</b>            | <b>245,300.00</b>  |
| <b>Total Expenses</b>        | <b>305,600.00</b>  | <b>327,000.00</b>  | <b>335,500.00</b>  | <b>287,586.21</b>            | <b>352,500.00</b>  |



## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 2018

Date Submitted: September 4, 2018

Dept. Clearances: RBW

Prepared by: Lisa Price

Subject: Designation of Local Rabies Control Authority and Director of Animal Control

Originating Department: Police

City Attorney: Yes

Proceeding: C&PA

Degree of importance: Critical ☐ Significant ☐ Elective ☒

Expenditure Required: n.a.

Amount Budgeted: n.a.

Appropriation Required: n.a.

Source of Funds: n.a.

FINANCE APPROVAL:

**MK**

**Morad Kabiri**  
City Manager

### SUMMARY / ORIGINATING CAUSE

The upcoming retirement of Deputy Chief Loeser prompts the need to designate a new Director of Animal Control and the City's designation of the Local Rabies Control Authority. Both roles will be assigned to Captain Shari Forward.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Chapter 10 of the Friendswood Code of Ordinances outlines the duties of the Director of Animal Control and Chapter 826 of the Health and Safety Code outlines the municipalities' responsibilities in the designation of a local rabies control authority.

*Sec. 10-7. - Duties of director.*

Under authority of the City Council, the Director shall enforce any and all regulations of this chapter in any and all parts of the city as is necessary to control the animal population and protect the health and safety of the citizens of the City. In furtherance thereof, the Director shall:

1. Collect fees. Collect all fees set by the City Council, as necessary, to recover the costs incurred in enforcing the requirements of this chapter. The Director may further collect all unpaid cost, fees, or charges incurred by the animal while in violation of this chapter.
2. Make inspections. Make all inspections required herein.
3. Capture and impound. Capture and impound, or cause to be captured or impounded, in the manner authorized by law, all animals within the City, which are in violation of this chapter. The director may trap, capture, shoot, tranquilize, or use any other means or methods he deems necessary and prudent to perform the duties imposed herein. Any person who has control or possession of any animal, and who is in violation of this chapter shall, upon demand, turn over such animal to the Director.

### *Local Rabies Control Authority*

State Law reference— Rabies control, V.T.C.A., Health and Safety Code § 826.001 et seq.; municipality may establish local rabies control program, V.T.C.A., Health and Safety Code § 826.015; designation of local rabies control authority, V.T.C.A., Health and Safety Code § 826.017; disposition of domestic animals exposed to rabies, 25 Tex. Admin. Code § 169.30; report of potential human exposure to rabies, 25 Tex. Admin. Code § 169.25; quarantine method and testing, 25 Tex. Admin. Code § 169.27.

#### **RECOMMENDATIONS**

Staff requests Mayor and Council ratify this decision and the Mayor's signature on a Texas State Department of Health Services form designating Capt. Shari Forward as the local rabies control authority.

#### **ATTACHMENTS**

[DSHS form – Forward](#)





## TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.  
COMMISSIONER

5425 Polk St. • Houston, Texas 77023  
1-800-270-3128 • <http://www.dshs.state.tx.us>  
TDD: 512-458-7708

The **Mayor and City Council** for the **City of Friendswood**  
(governing body) (city or county)

designates **Captain Shari Forward** of **the Friendswood Police Department** as the  
person's name (print) (i.e. animal control, police, or sheriff's dept., etc)

Rabies Control Authority for the purpose of the **RABIES CONTROL ACT OF 1981.**

This appointment became effective: **October 1, 2018**  
(date)

Authorizing person's name: **Mike Foreman, Mayor, City of Friendswood**  
(print)

Authorizing person's Signature: \_\_\_\_\_  
Circle One: **Mayor** (if municipality); County Judge (if county)

In reference to the person named as Rabies Control Authority, please indicate (print) their mailing address and telephone number.

The Rabies Control Authority for this community is:

Name: **Captain Shari Forward**

Mailing Address: **Friendswood Police Department**

**1600 Whitaker Drive**

**Friendswood, TX 77546**

Telephone: **281-996-3370 (direct); 281-996-3300 (24 hr dispatch)**

Fax: **281-482-9318**

Email Address: **sforward@friendswood.com**



## 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: October 2018

Date Submitted: September 4, 2018

Dept. Clearances: RBW

Prepared by: Lisa Price

Subject: Appointment to Vacant Position on Animal Control Advisory Committee

Originating Department: Police

Proceeding: C&PA

City Attorney: Yes

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

FINANCE APPROVAL:

**MK**

**Morad Kabiri**  
City Manager

### SUMMARY / ORIGINATING CAUSE

The upcoming retirement of Deputy Chief Luke Loeser leaves a vacancy on the Animal Control Advisory Committee. Captain Shari Forward will inherit the responsibility of oversight and leadership of the Animal Control Unit. Therefore, Captain Shari Forward is recommended to replace Deputy Chief Loeser on the Animal Control Advisory Committee.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The purpose of the Animal Control Advisory Committee is to assist in complying with the requirements set forth in the Health and Safety Code. State law follows:

*Sec. 823.005. ADVISORY COMMITTEE.* (a) The governing body of a county or municipality in which an animal shelter is located shall appoint an advisory committee to assist in complying with the requirements of this chapter. (b) The advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization. (c) The advisory committee shall meet at least three times a year.

Captain Forward's appointment to the committee will fulfill the requirement of a municipal official on the committee.

### RECOMMENDATIONS

Approve the appointment of Captain Shari Forward to the Animal Control Advisory Committee to replace Deputy Chief Luke Loeser.

### ATTACHMENTS

None



## 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: **October 1, 2018**

Date Submitted: **September 25, 2018**

Dept. Clearances: **Parks and Recreation**

Prepared by: **Michael Boyett**

Subject: **Stevenson Park Pool Restroom and Ticket Office**

Originating Department: **P&R**

City Attorney Review: mkf

Proceeding: **Decision and Possible Action**

Degree of importance: Critical ☐ Significant X Elective ☐

Expenditure Required: \$582,171\*

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: 2016 G.O. Bond Proceeds

FINANCE APPROVAL: *krh*

**MK**

**Morad Kabiri  
City Manager**

### SUMMARY / ORIGINATING CAUSE

Demolition of both the men's and women's restrooms and guard house and installation of a new restroom building along with a new ticket office building.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The original buildings at the Stevenson Park Pool were dedicated in 1986, which have had no major updates. The two individual restrooms at the pool have been a constant issue and are extremely outdated. Current issues with the existing restroom and guard house/ticket office: no ADA accessible stalls or handwashing sinks; incorrect facility capacity to stall ratio to meet the requirements of the 2009 International Building Code – Chapter 29, Section 2902; low water pressure causing the toilets and urinals to not flush properly; partial roof allows for debris and leaves to be a constant issue in both restrooms; broken tiles on the walls causing structure damage; exterior bricks breaking off and falling; and improperly installed flooring that is peeling up and holding water causing a slip hazard.

The proposed ticket office building will consist of a 550 SQ. FT. building that includes an office, storage, ticket booth, and a breakroom/training room for the lifeguard staff. The building will be air conditioned space to allow better storage of electrical equipment, such as computers and sound equipment. The ticket windows will be equipped with vandal proof roll up doors to cover the glass.

- **Restroom option A** is a 451 SQ. FT. building that includes four water closets, two lavatories, one hand dryer, and one baby changing station on the women's side. The men's side contains two water closets, two urinals, two lavatories, one hand dryer, and one baby changing station. The building will be equipped with dual chilled drinking fountains and bottle filler.
- **Restroom option B** is a 616 SQ. FT. building that includes all of the items from option A as well as the addition of two family restrooms that open to the park and will be open throughout the year, even when the pool is closed. The doors will be equipped with timed locking mechanisms for controlled access. The cost of option B would be an additional \$58,997 above the Option A price.

***\*Please note, the price of \$582,171 is inclusive of Restroom Option B and the new ticket office building.***

## RECOMMENDATIONS

Staff recommends City Council approve the Stevenson Park Pool Restroom and Ticket Office project and enter into a contract with Corworth to do the design, build, and installation of the Ticket Office Building and one of the restroom building options:

- Option A – Restroom Building
- Option B – Restroom Building with additional family restrooms

## ATTACHMENTS

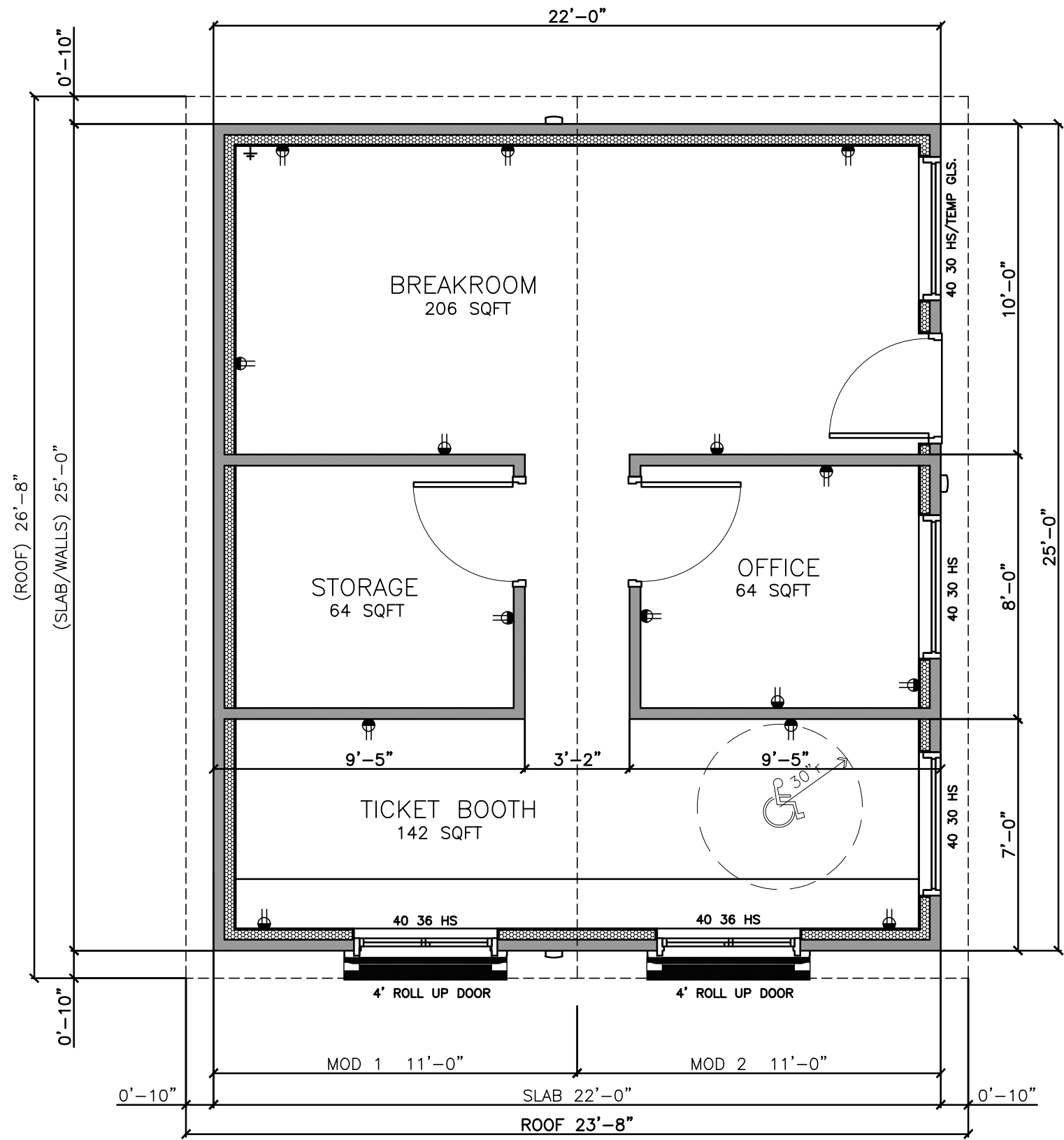
[Ticket Office Building](#)

[Restroom Building Option A](#)

[Restroom Building Option B](#)

[Pool Restroom Option A and B Cost Comparison](#)

[Draft Site Plan](#)



FLOOR PLAN 550 SQ. FT.

RFL

Restroom  
Facilities  
Limited

1707 COLT CIRCLE  
MARBLE FALLS, TX 78654  
512-222-5454

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RFL MODEL #:

B-TICKET OFFICE

PROJECT:

FRIENDSWOOD POOL  
FRIENDSWOOD, TEXAS 77546

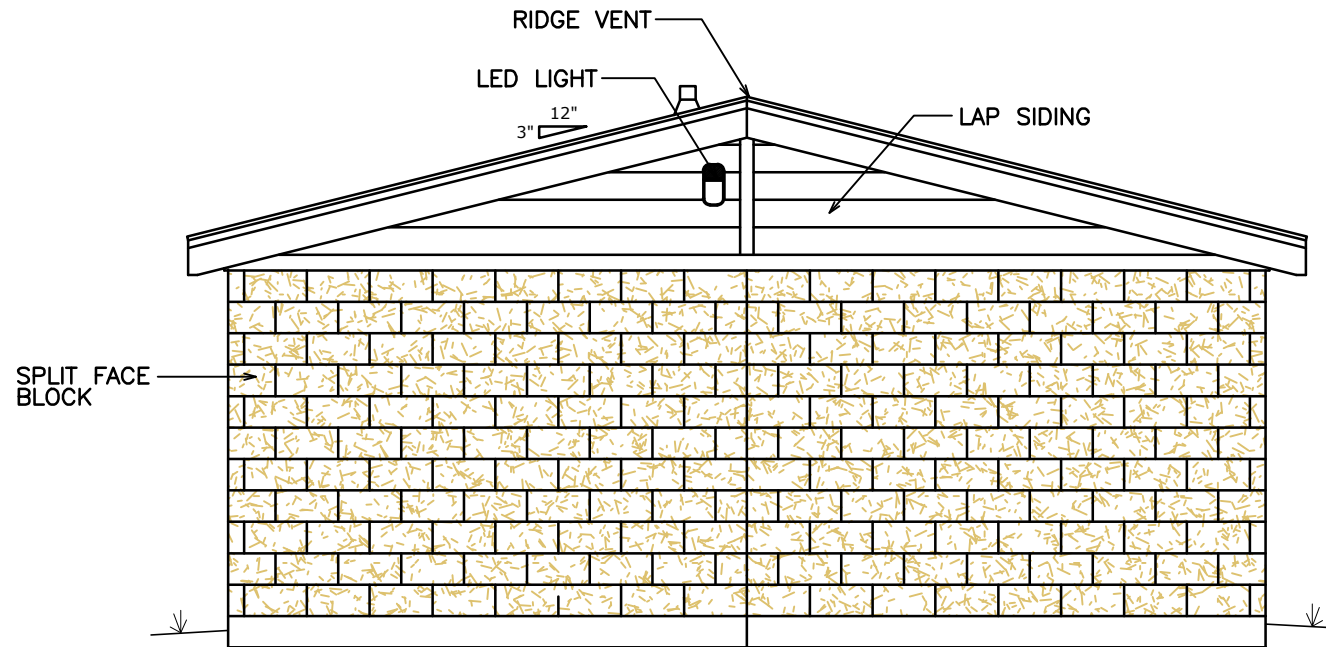
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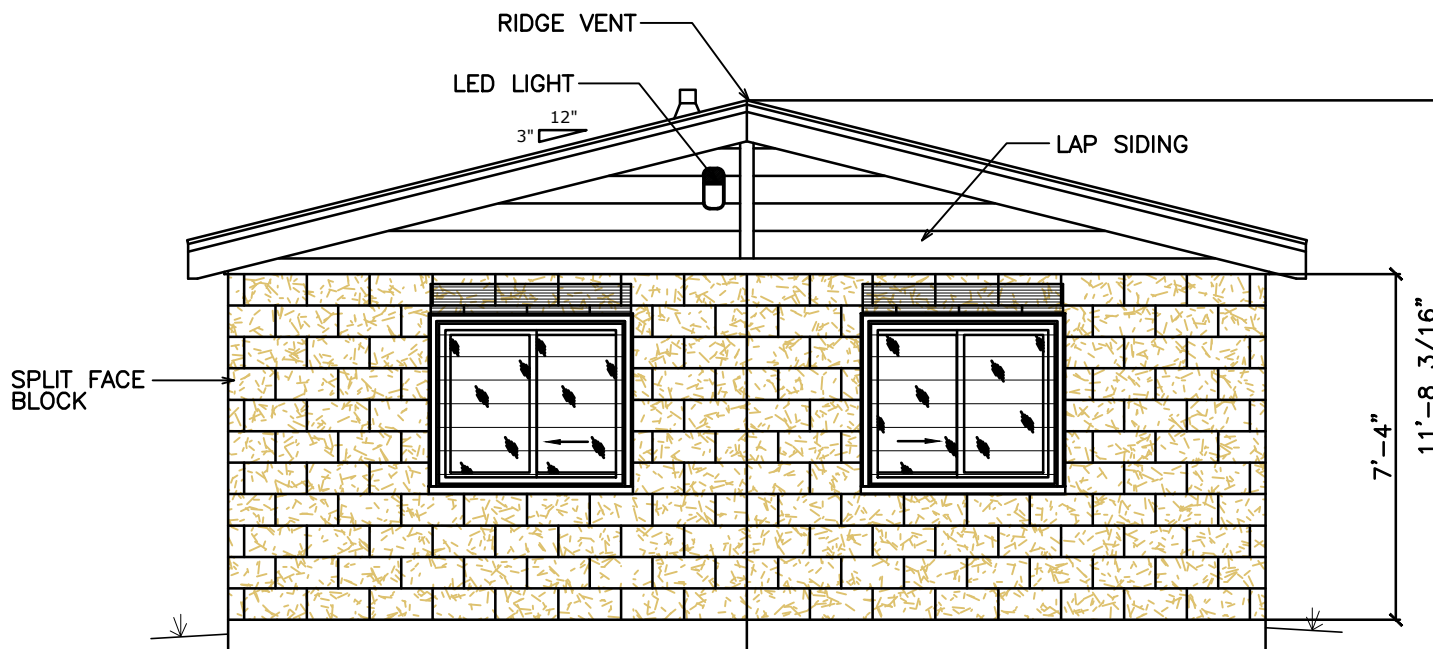
FLOOR PLAN

SHEET

A1



2 REAR ELEVATION

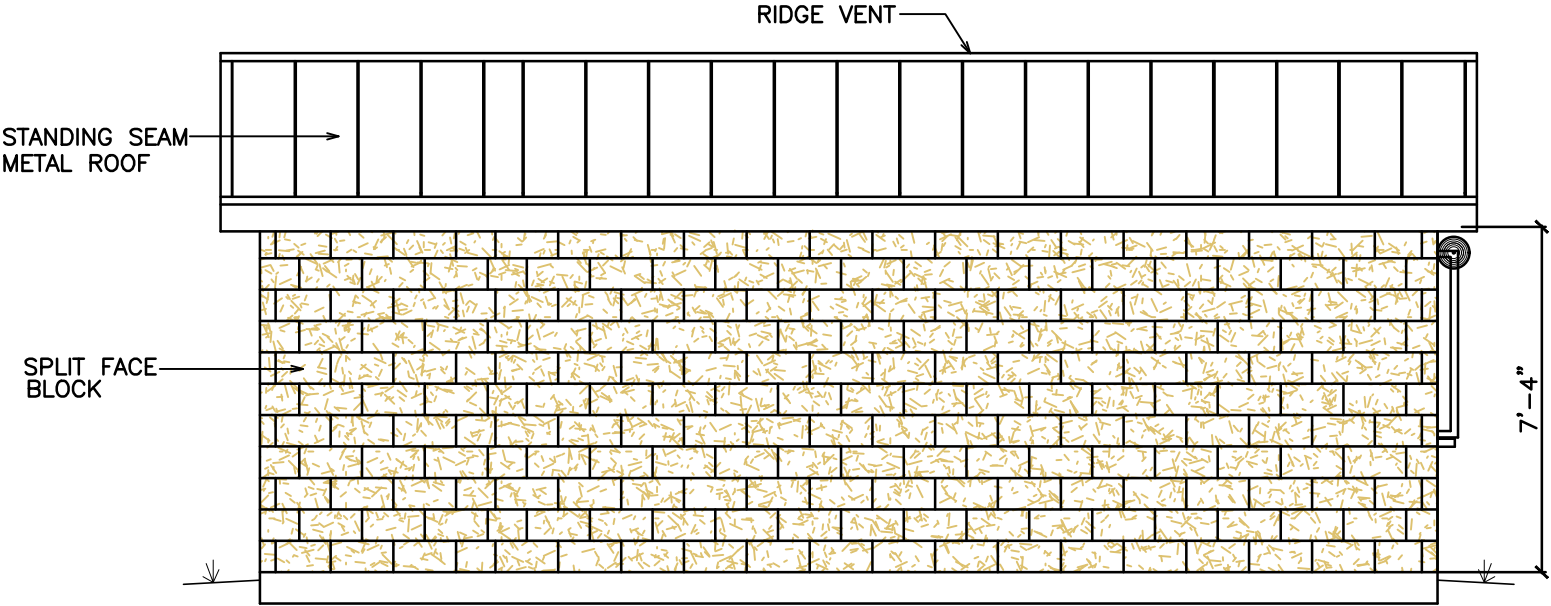


1 FRONT ELEVATION

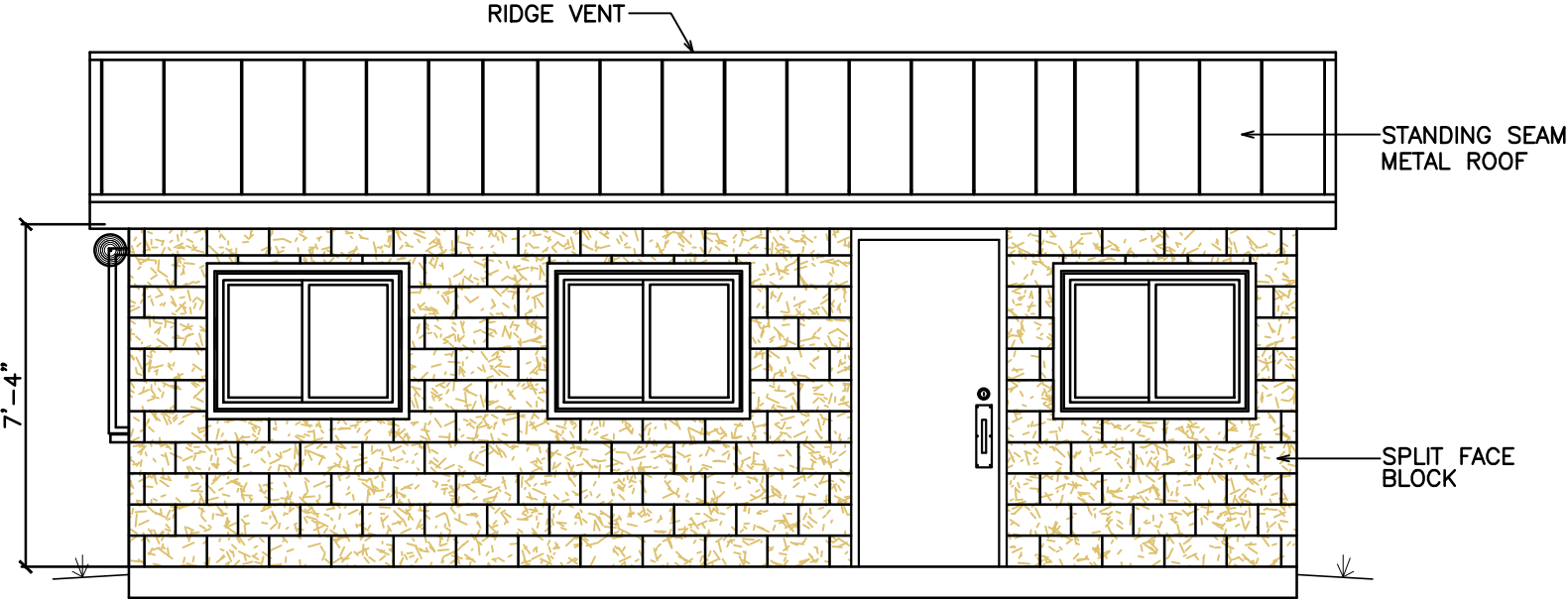
RFL MODEL #: B-TICKET OFFICE  
PROJECT:  
FRIENDSWOOD POOL  
FRIENDSWOOD, TEXAS 77546

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| DATE:     |         |

SHEET DESCRIPTION:  
ELEVATIONS



4 LEFT SIDE ELEVATION



3 RIGHT SIDE ELEVATION

RFL

Restroom  
Facilities  
Limited

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RFL MODEL #:

B-TICKET OFFICE

PROJECT:

FRIENDSWOOD POOL  
FRIENDSWOOD, TEXAS 77546

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ELEVATIONS

SHEET

A3



## **TURNKEY QUOTATION**

**PROJECT NAME:** FRIENDSWOOD POOL TICKET OFFICE BUILDING  
**OWNER:** THE CITY OF FRIENDSWOOD, TEXAS  
**DATE:** SEPTEMBER 18, 2018

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

### **BUYBOARD CONTRACT 512-16 PRELIMINARY PURCHASE PRICE** **MODEL # ABTICKETOFFICE @ \$ 239,962.00**

**This amount includes freight, crane and installation.**

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

## **HOW WE WORK**

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.

\_\_\_\_Initial \_\_\_\_Initial

Page 1 of 8



- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

### **CLIENT'S SCOPE OF WORK**

#### **TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB**

##### **1. SURVEY STAKES:**

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

##### **2. SUBGRADE PAD:**

Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. Import six inches of  $\frac{3}{4}$  - road base rock, and pour for a footing and/or piers.
- 2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.
- 2.12. Verify that pad is level and flat and at correct elevation.

##### **3. SITE ACCESS AND STORAGE:**

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). **If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT.** CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional

truck and / or crane cost will be the responsibility of the Client. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. **All additional crane costs shall be borne by the CLIENT.** A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

#### 4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
- 4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.
- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- 4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
- 4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

**5. SPECIAL CONDITIONS AND COSTS:**

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

**6. PERMITS AND FEES:**

All building permits and fees shall be borne by CLIENT.

**7. INSPECTIONS:**

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

**8. SITE CLEANUP AND DEBRIS REMOVAL:**

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be responsibility of CLIENT. All rough and final grading shall be by CLIENT.

**9. VERIFICATION OF PREPARED PAD:**

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

**STANDARD TERMS AND CONDITIONS OF SALE**

**1. LINKAGE:**

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

**2. ACCEPTANCE:**

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within thirty (30) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in

\_\_\_\_Initial \_\_\_\_Initial

Page 4 of 8

any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. **PRICES:**

Sales tax is not required provided the structure is installed by RFL. All Use taxes, and applicable in plant taxes, in plant permits and fees are paid for by RFL. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 10% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one-half percent) per month added fee shall be due for each month the shipment is delayed.

4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit. Contract may not be cancelled once production has commenced.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the price (including any notes given therefore) of the equipment has been fully paid in cash. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise

shall in no event exceed the contract price. Buyer agrees to indemnity and holds harmless the Company from all claims by third parties which extend beyond the foregoing limitations on the Company's liability.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one-half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

\_\_\_\_\_Initial \_\_\_\_\_Initial

Page 6 of 8

(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one-half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**

Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

\_\_\_\_\_  
John Putman, President

\_\_\_\_\_  
Date

Client Name

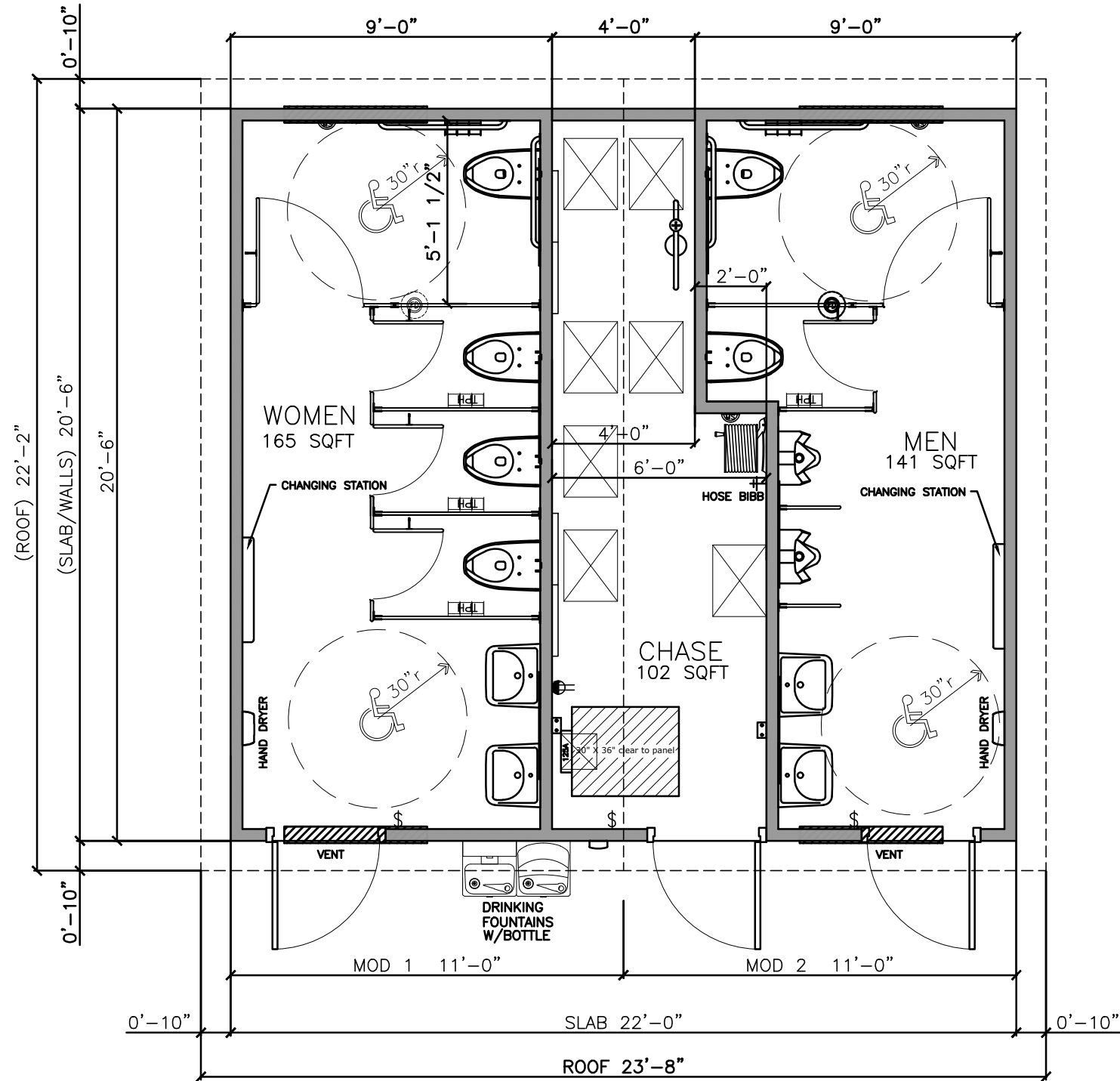
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Initial

Page 8 of 8



**FLOOR PLAN 451 SQ. FT.**

RFL

Restroom  
Facilities  
Limited

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MARBLE FALLS, TX 78654  
512-222-5454

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RFL MODEL #: B624

PROJECT:  
FRIENDSWOOD POOL  
FRIENDSWOOD, TEXAS 77546

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| DRAWN BY: | MS       |
| DATE:     | 09/13/18 |
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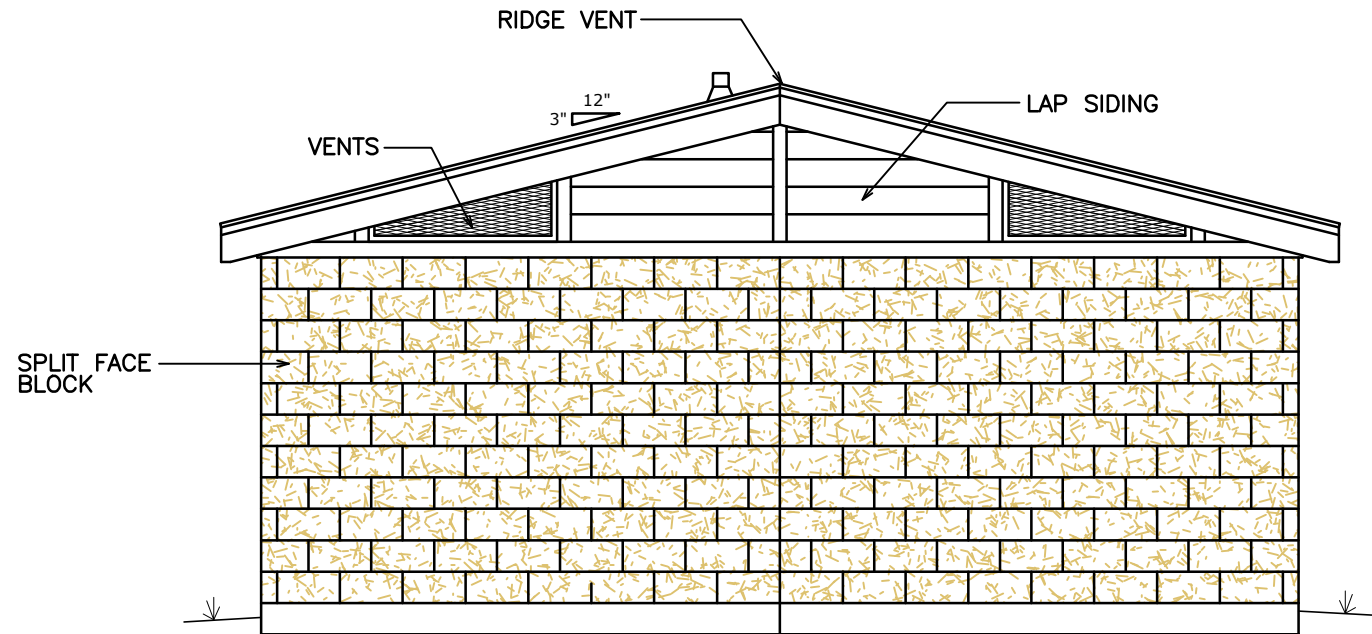
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FLOOR PLAN

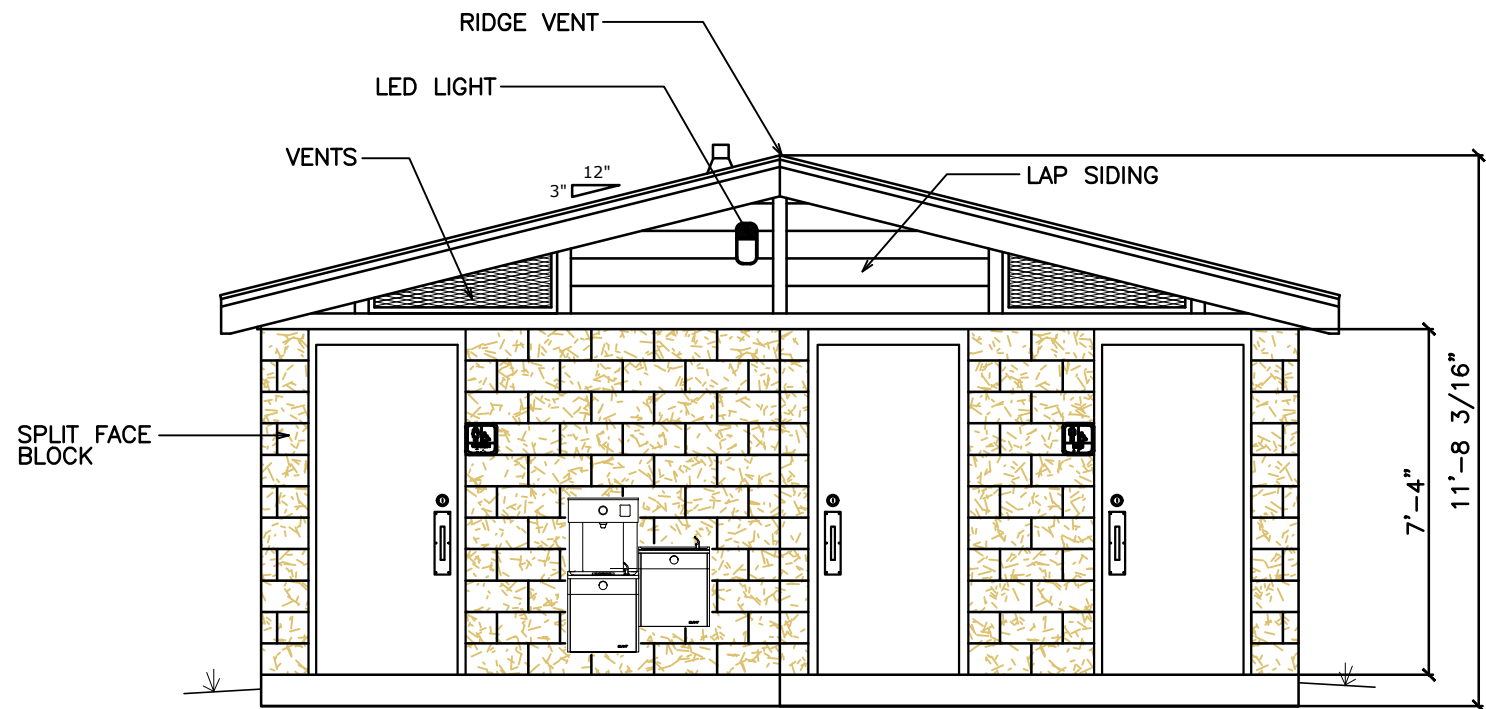
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2 REAR ELEVATION



1 FRONT ELEVATION

RFL

Restroom  
Facilities  
Limited

1707 COLT CIRCLE  
MARBLE FALLS, TX 78654  
512-222-5454

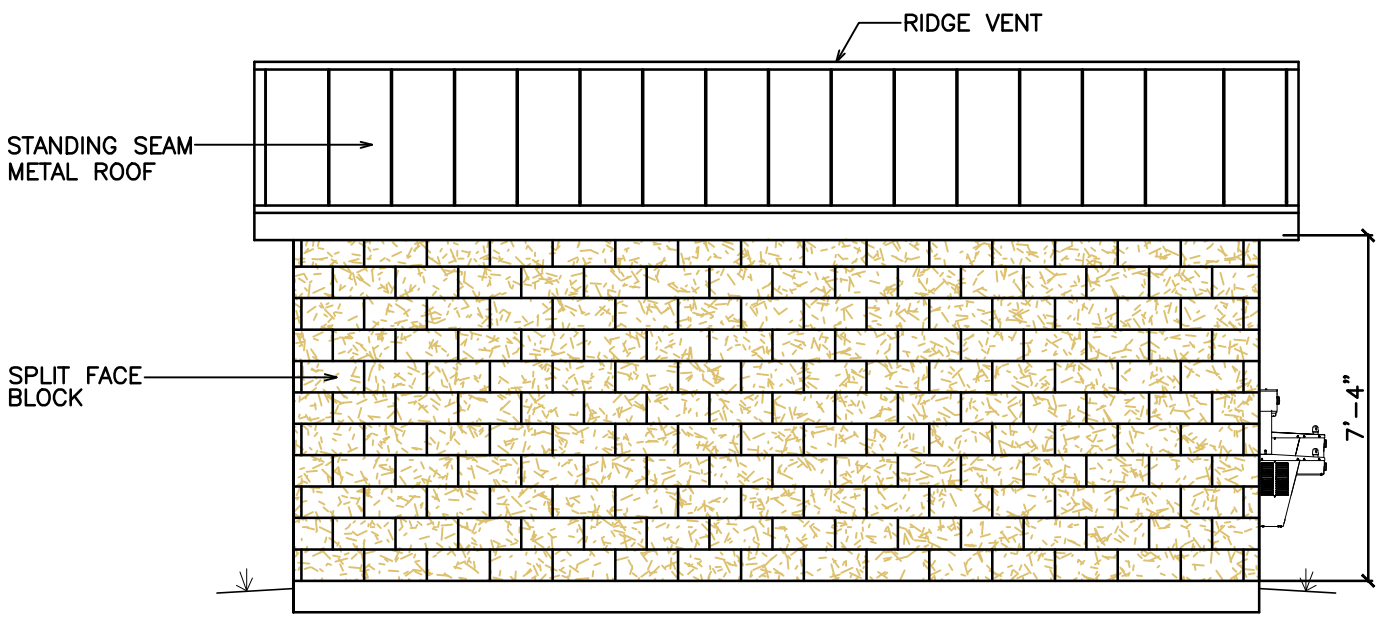
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RFL MODEL #: B624  
PROJECT:  
FRIENDSWOOD POOL  
FRIENDSWOOD, TEXAS 77546

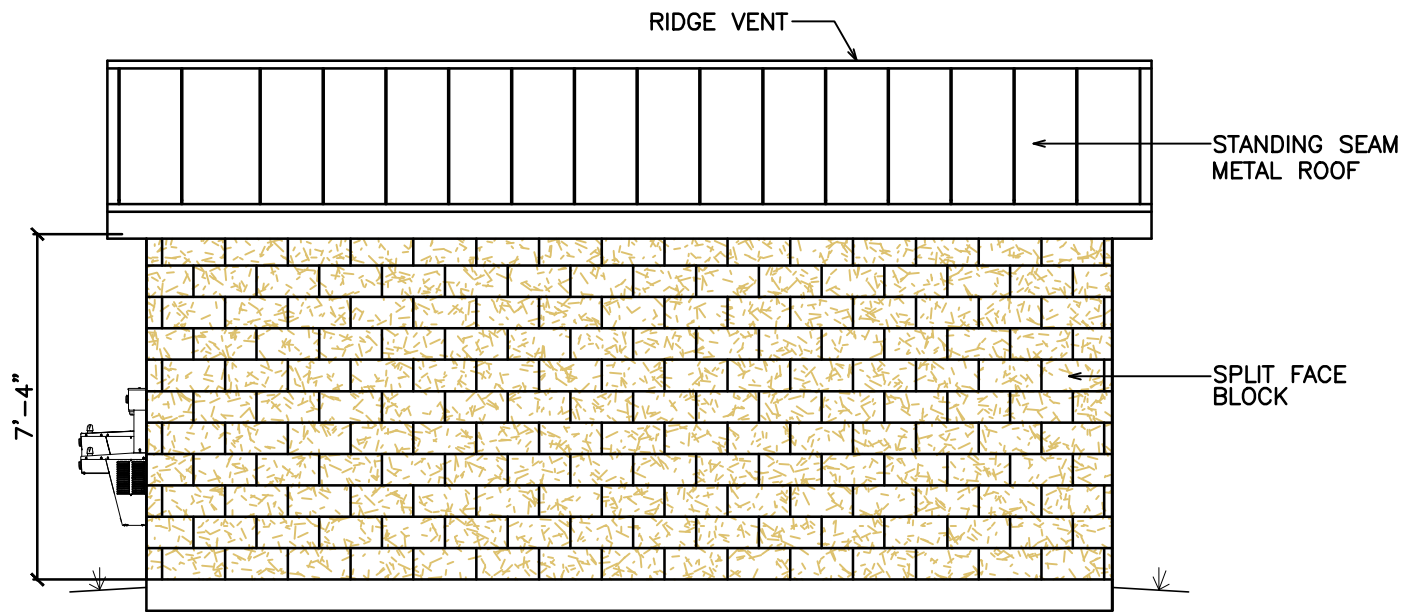
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| REVISION: |          |
| DATE:     |          |

SHEET DESCRIPTION:  
ELEVATIONS

SHEET  
A2



4 LEFT SIDE ELEVATION



3 RIGHT SIDE ELEVATION

RFL

Restroom  
Facilities  
Limited

1707 COLT CIRCLE  
MARBLE FALLS, TX 78654  
512-222-5454

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RFL MODEL #: B624

PROJECT:  
FRIENDSWOOD POOL  
FRIENDSWOOD, TEXAS 77546

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| DATE:     |          |

SHEET DESCRIPTION:

ELEVATIONS

SHEET

A3



## **TURNKEY QUOTATION**

**PROJECT NAME:** FRIENDSWOOD POOL RESTROOM BUILDING  
**OWNER:** THE CITY OF FRIENDSWOOD, TEXAS  
**DATE:** SEPTEMBER 18, 2018

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

### **BUYBOARD CONTRACT 512-16 PRELIMINARY PURCHASE PRICE** **MODEL # AB624 @ \$ 215,488.00**

**This amount includes freight, crane and installation.**

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

## **HOW WE WORK**

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.

\_\_\_\_\_Initial \_\_\_\_\_Initial

Page 1 of 8

- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

### **CLIENT'S SCOPE OF WORK**

#### **TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB**

##### **1. SURVEY STAKES:**

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

##### **2. SUBGRADE PAD:**

Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. Import six inches of  $\frac{3}{4}$  - road base rock, and pour for a footing and/or piers.
- 2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.
- 2.12. Verify that pad is level and flat and at correct elevation.

##### **3. SITE ACCESS AND STORAGE:**

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). **If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT.** CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional

truck and / or crane cost will be the responsibility of the Client. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. **All additional crane costs shall be borne by the CLIENT.** A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

#### 4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
- 4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.
- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- 4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
- 4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

**5. SPECIAL CONDITIONS AND COSTS:**

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

**6. PERMITS AND FEES:**

All building permits and fees shall be borne by CLIENT.

**7. INSPECTIONS:**

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

**8. SITE CLEANUP AND DEBRIS REMOVAL:**

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be responsibility of CLIENT. All rough and final grading shall be by CLIENT.

**9. VERIFICATION OF PREPARED PAD:**

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

**STANDARD TERMS AND CONDITIONS OF SALE**

**1. LINKAGE:**

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

**2. ACCEPTANCE:**

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within thirty (30) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in

\_\_\_\_Initial \_\_\_\_Initial

Page 4 of 8

any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. **PRICES:**

Sales tax is not required provided the structure is installed by RFL. All Use taxes, and applicable in plant taxes, in plant permits and fees are paid for by RFL. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 10% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one-half percent) per month added fee shall be due for each month the shipment is delayed.

4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit. Contract may not be cancelled once production has commenced.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the price (including any notes given therefore) of the equipment has been fully paid in cash. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise

shall in no event exceed the contract price. Buyer agrees to indemnify and holds harmless the Company from all claims by third parties which extend beyond the foregoing limitations on the Company's liability.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one-half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

\_\_\_\_Initial \_\_\_\_Initial

Page 6 of 8



(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one/half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**

Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

\_\_\_\_\_  
John Putman, President

\_\_\_\_\_  
Date

Client Name

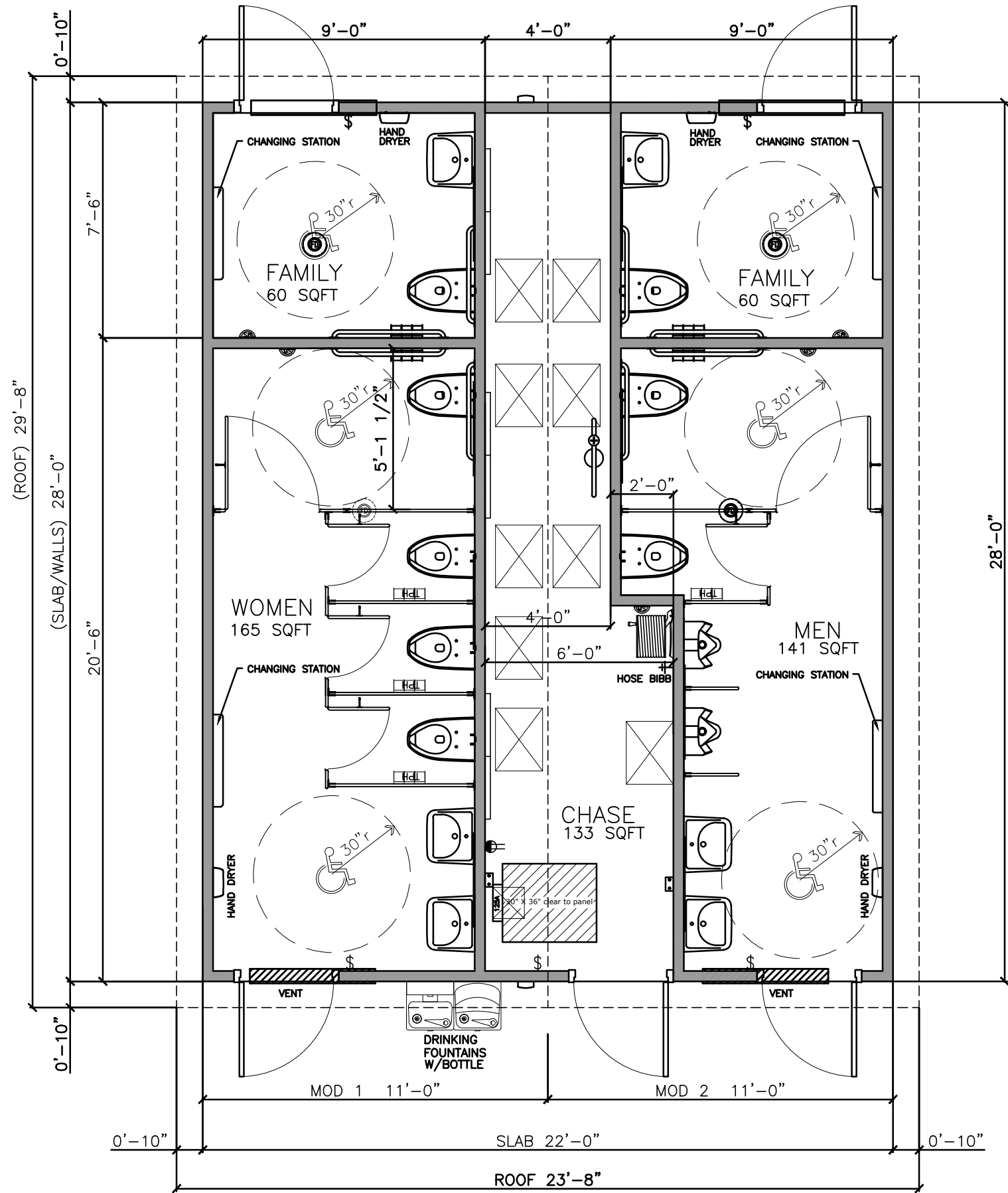
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Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

Page 8 of 8



FLOOR PLAN 616 SQ. FT.

RFL

Restroom  
Facilities  
Limited

1707 COLT CIRCLE  
MARBLE FALLS, TX 78654  
512-222-5454

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RFL MODEL #: B624FAM2

PROJECT:  
FRIENDSWOOD POOL  
FRIENDSWOOD, TEXAS 77546

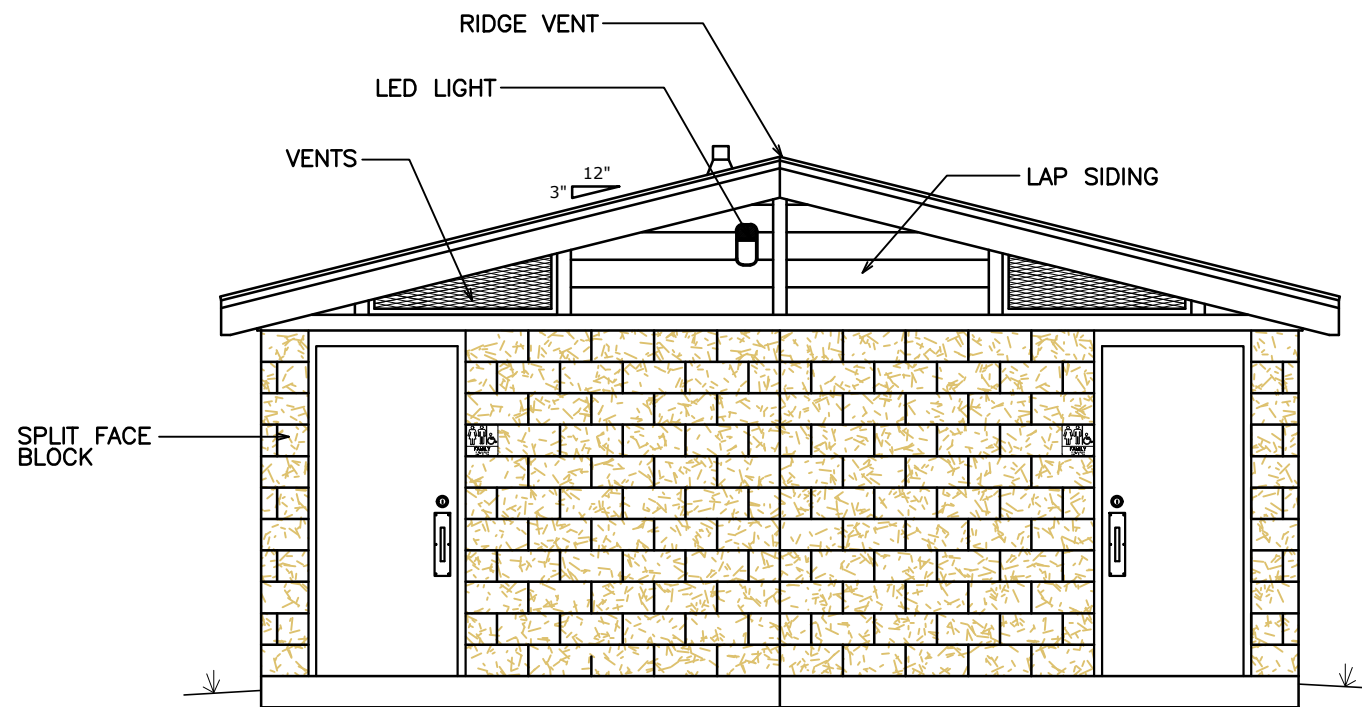
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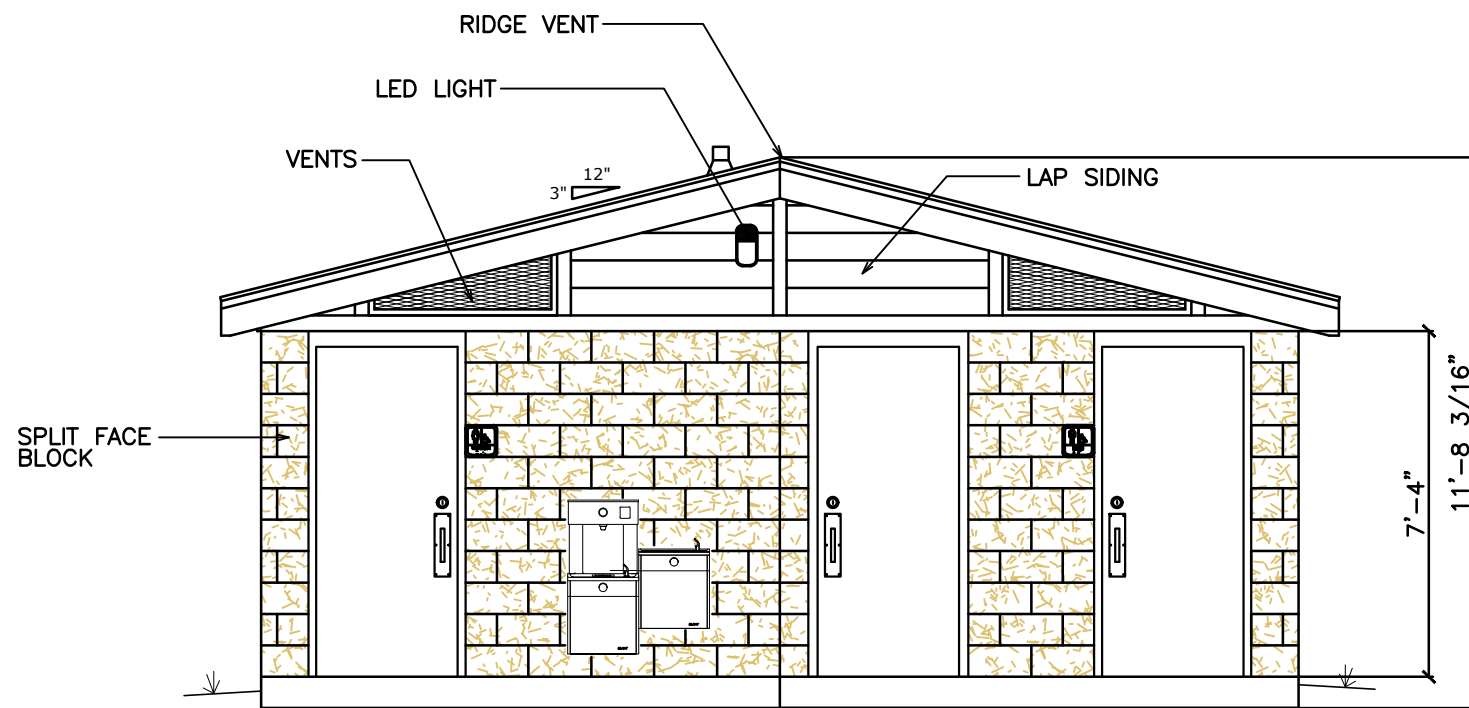
FLOOR PLAN

SHEET

A1



2 REAR ELEVATION



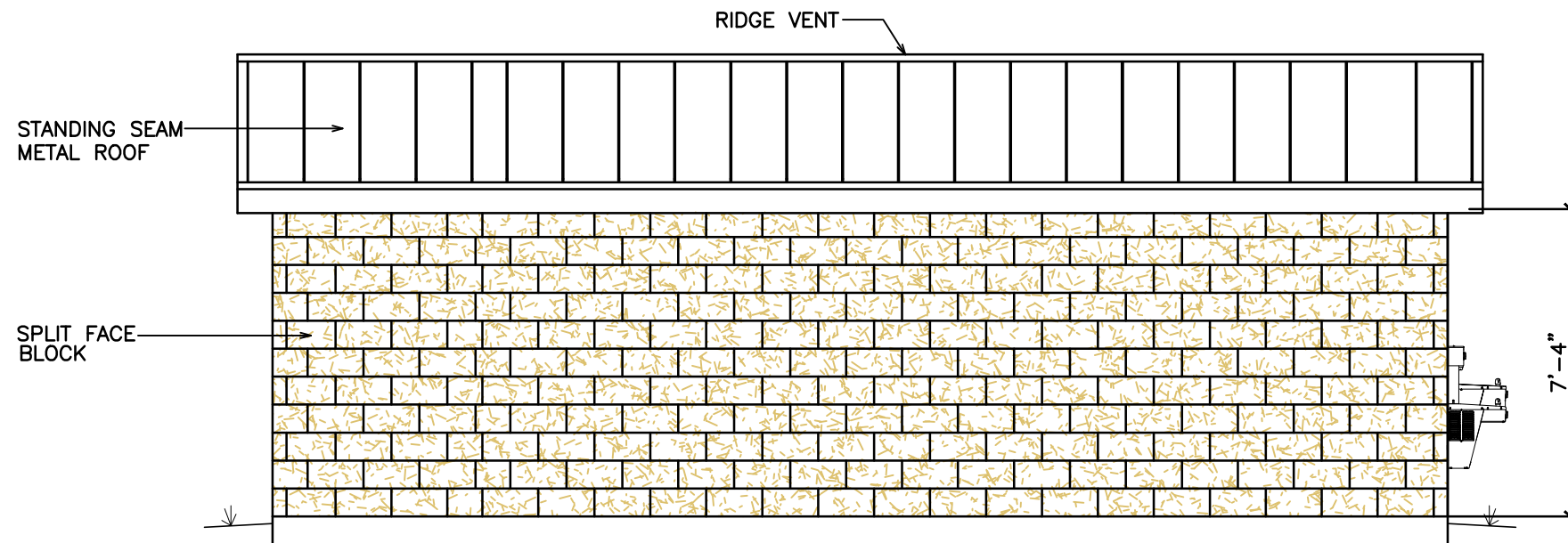
1 FRONT ELEVATION

RFL MODEL #: B624FAM2  
PROJECT:  
FRIENDSWOOD POOL  
FRIENDSWOOD, TEXAS 77546

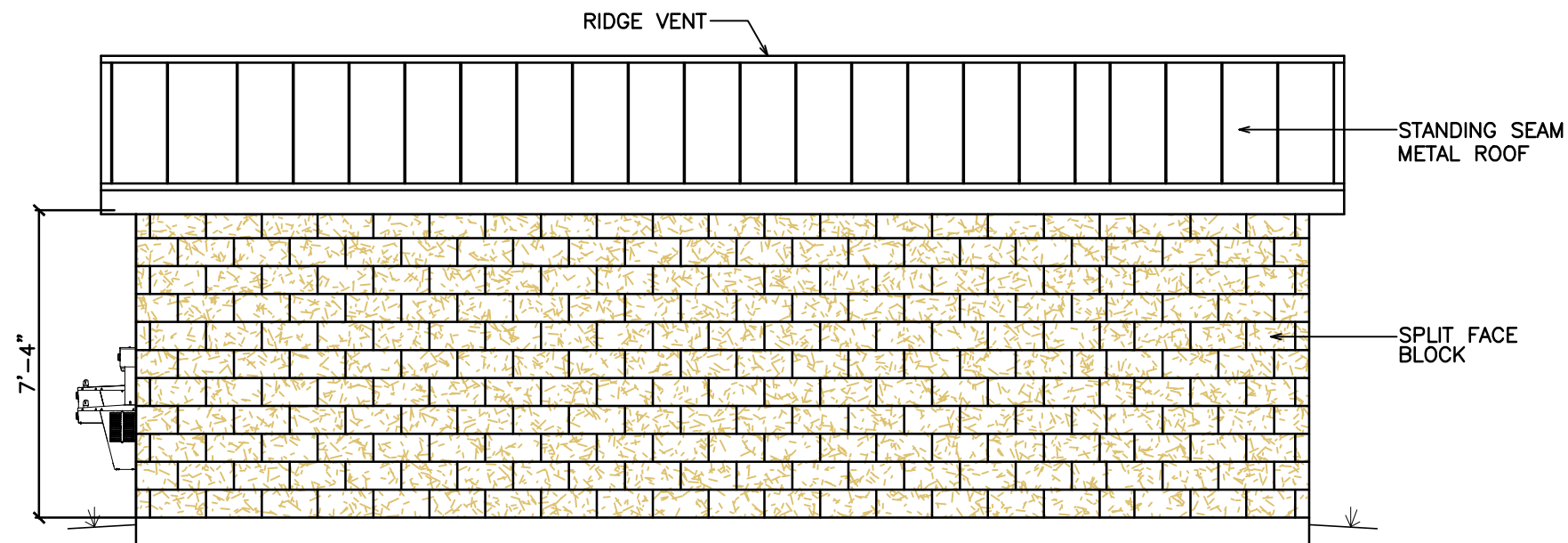
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SHEET DESCRIPTION:  
ELEVATIONS

SHEET  
A2



④ LEFT SIDE ELEVATION



③ RIGHT SIDE ELEVATION

RFL

Restroom  
Facilities  
Limited

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MARBLE FALLS, TX 78654  
512-222-5454

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RFL MODEL #: B624FAM2

PROJECT:  
FRIENDSWOOD POOL  
FRIENDSWOOD, TEXAS 77546

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SHEET DESCRIPTION:

ELEVATIONS

SHEET

A3



## **TURNKEY QUOTATION**

**PROJECT NAME:** FRIENDSWOOD POOL RESTROOM BUILDING WITH FAMILY ROOMS  
**OWNER:** THE CITY OF FRIENDSWOOD, TEXAS  
**DATE:** SEPTEMBER 18, 2018

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

### **BUYBOARD CONTRACT 512-16 PRELIMINARY PURCHASE PRICE** **MODEL # AB624FAM2 @ \$ 274,485.00**

**This amount includes freight, crane and installation.**

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

## **HOW WE WORK**

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.

\_\_\_\_Initial \_\_\_\_Initial

Page 1 of 8

- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

**CLIENT'S SCOPE OF WORK**  
**TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB**

**1. SURVEY STAKES:**

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

**2. SUBGRADE PAD:**

Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. Import six inches of  $\frac{3}{4}$  - road base rock, and pour for a footing and/or piers.
- 2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.
- 2.12. Verify that pad is level and flat and at correct elevation.

**3. SITE ACCESS AND STORAGE:**

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). **If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT.** CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of

any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. **All additional crane costs shall be borne by the CLIENT.** A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

#### 4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
- 4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.
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- 4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.



**5. SPECIAL CONDITIONS AND COSTS:**

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

**6. PERMITS AND FEES:**

All building permits and fees shall be borne by CLIENT.

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We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

**8. SITE CLEANUP AND DEBRIS REMOVAL:**

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be responsibility of CLIENT. All rough and final grading shall be by CLIENT.

**9. VERIFICATION OF PREPARED PAD:**

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

**STANDARD TERMS AND CONDITIONS OF SALE**

**1. LINKAGE:**

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

**2. ACCEPTANCE:**

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within thirty (30) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part

\_\_\_\_Initial \_\_\_\_Initial

Page 4 of 8

of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. **PRICES:**

Sales tax is not required provided the structure is installed by RFL. All Use taxes, and applicable in plant taxes, in plant permits and fees are paid for by RFL. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 10% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one-half percent) per month added fee shall be due for each month the shipment is delayed.

4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit. Contract may not be cancelled once production has commenced.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the price (including any notes given therefore) of the equipment has been fully paid in cash. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total

liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price. Buyer agrees to indemnify and holds harmless the Company from all claims by third parties which extend beyond the foregoing limitations on the Company's liability.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one-half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**  
(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one/half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**

Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

\_\_\_\_\_  
John Putman, President

\_\_\_\_\_  
Date

Client Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

Page 8 of 8

## Stevenson Park Pool Restroom and Ticket Office Building Project

| <u>Job A</u>            | <u>Price A</u>       | <u>Job B</u>            | <u>Price B</u>       |
|-------------------------|----------------------|-------------------------|----------------------|
| Restroom (B)            | \$ 231,850.00        | Restroom w/ family (A)  | \$ 290,847.00        |
| Ticket Office Bldg.     | \$ 256,324.00        | Ticket Office Bldg.     | \$ 256,324.00        |
| Site Survey             | \$ 5,000.00          | Site Survey             | \$ 5,000.00          |
| Concrete flat work      | \$ 20,000.00         | Concrete flat work      | \$ 20,000.00         |
| Demo of existing bldgs. | \$ 7,000.00          | Demo of existing bldgs. | \$ 7,000.00          |
| Outdoor pool showers    | \$ 3,000.00          | Outdoor pool showers    | \$ 3,000.00          |
| <b>Total</b>            | <b>\$ 523,174.00</b> | <b>Total</b>            | <b>\$ 582,171.00</b> |

\*Price of buildings includes performance and payment bonds along, plumbing, sewer, electrical costs, and site pad preparation.

# DRAFT SITE PLAN



The three existing bulidings will be demolished. The new restroom building will be located on the right and the ticket office building will be located on the left. The propsed additional family restrooms will be accessed from the front of the complex near the walking trail.



## 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: October 1, 2018  
 Date Submitted: September 25, 2018 Dept. Clearances: Patrick Donart

Prepared by: Rene Ibarra

Subject: Learning to Be Water Wise & Energy Efficient Program

Originating Department: Public Works City Attorney Review: mkf

Proceeding: Discussion & Possible Action

Degree of importance: Critical ☐ Significant ☒ Elective ☐

|                                   |                                                                                       |
|-----------------------------------|---------------------------------------------------------------------------------------|
| Expenditure Required: \$18,800.00 | Amount Budgeted: \$18,800.00                                                          |
| Appropriation Required: \$0       | Source of Funds: Water/Sewer Fund - Operating<br>Budget within Public Works Utilities |
| FINANCE APPROVAL: <i>krh</i>      |                                                                                       |

**MK**

**Morad Kabiri**  
City Manager

### SUMMARY / ORIGINATING CAUSE

The "Learning to Be Water Wise & Energy Efficient Program" is a water conservation program in which the City has participated in for several years. Council approved the re-adoption of a water conservation plan ordinance in August 2014 as required by TCEQ. A portion of the plan calls for public education. This program helps the city meet that requirement. The City, through an inter-local agreement with the Harris-Galveston Subsidence District (HGSD), sponsors a water conservation program known as "Learning to Be Water Wise & Energy Efficient". This program includes Bales Intermediate and Windsong Intermediate Schools which have an estimated **500** students.

The cost of the program has remained the same as last year at \$36.46 per student. Each student is provided with a Water Wise activity kit. The kit includes items such as an activity booklet, high-efficiency showerhead, multi-swivel kitchen aerator, bathroom aerator, mini-tape measure, toilet leak detector tablets, flow rate test bag and much more. Partnering with the Subsidence District and the award-winning Water Wise Program will not only provide students and teachers with the educational materials they need, but will also allow the City of Friendswood to directly impact the preservation of freshwater sources in our area.

Through this program, the City earns ground water (GW) credits that are good for 20 years and can be used to meet the water demand at times when exceeding the permit allocation is preventable without a penalty. For every student sponsored, the Subsidence District issues a GW Credit Certificate equal to 84,000 gallons per student.

Two types of GW Credits have been issued since the initiation of the program in 1994:

#### 1. "Series A" GW Credits

Issued from 1994 – 2001. These GW Credits are good for 40 years with no usage restriction. The City has three (3) of these certificates for a total amount 56,028,000 gallons. Series A are no longer available.

#### 2. "Series B" GW Credits

Issued from 2001 – present. These GW Credits are good for 20 years and they are restricted to up to 30 percent of the permittee's water demand for the yearly permit. The City has twenty (20) of these certificates for total amount 409,836,000 gallons.

To give an example of the importance of these credits, we are permitted to use 400,000,000 gallons of ground water for the year 2017 - 2018. Our GW Series B credits will allow us to increase the permitted amount by 30 percent. This will equate to 520,000,000 gallons permitted total. If we face a situation that forces us to exceed the total allowable amount then we will be subject to a penalty known as the Disincentive Fee. The fee is \$8.46 per 1,000 gallons and is designed to discourage ground water usage.



### **IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

The “Learning to be Water Wise & Energy Efficient Program” is a water conservation program that assists the City of Friendswood in meeting mandates from our officially adopted Water Conservation Plan, and more importantly it assists in educating children within the City of Friendswood with regards to the ultimate benefits associated with water conservation.

### **RECOMMENDATIONS**

Staff recommends council approve the Inter local agreement and authorize the Mayor to sign the agreement.

### **ATTACHMENTS**

[Proposed Interlocal Agreement - 2018](#)

[HGSD letter](#)

STATE OF TEXAS                   §  
COUNTY OF GALVESTON §

### **INTERLOCAL AGREEMENT**

This Interlocal Agreement ("Agreement") entered into by and between the Harris-Galveston Subsidence District, a body corporate and politic under the laws of the State of Texas ("Subsidence District") and CITY OF FRIENDSWOOD, also a body corporate and politic under the laws of the State of Texas ("Sponsor").

### **WITNESSETH:**

**THAT WHEREAS**, the Subsidence District is the regulatory agency responsible for preventing subsidence through reduction of groundwater withdrawals, governed by Chapter 8801, Special District Local Laws Code, which specifically provides that the Subsidence District may cooperate with "any local government to establish water conservation goals, guidelines, and plans to be used within the district"; and

**WHEREAS**, the Subsidence District cannot achieve water conservation goals without the cooperation and assistance of the public water supply systems; and

**WHEREAS**, the Subsidence District has designed a program to increase water conservation through education of elementary and intermediate students administered through the public schools and other water conservation program objectives and initiatives; and

**WHEREAS**, this education of elementary and intermediate students, "Be a Water Detective - Learning to be WaterWise" has been tested in several area schools; and

**WHEREAS**, the plumbing retrofit devices used as part of the elementary and intermediate school education program have been tested in the Harris County Municipal Utility District No. 55, jointly sponsored by that District, the Texas Water Development Board, and the Subsidence District, and have demonstrated an average savings of 1,400 gallons of water per month per kit utilized and properly installed; and

**WHEREAS**, the Sponsor is also dedicated to conserving water supplies and providing outstanding service to their customers and taxpayers; and

**WHEREAS**, the governing bodies of the Subsidence District and the Sponsor have duly authorized this Agreement; and

**WHEREAS**, this Agreement is made pursuant to Chapter 791, Tex. Gov. Code, the Interlocal Cooperation Act;

**NOW THEREFORE**, for and in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

**I.**

**PROGRAM ADMINISTRATION**

**1.01** The Subsidence District will coordinate the Program by doing the following tasks:

(A) Purchase and distribute the school curriculum and home retrofit kits, including the teacher's guide, teaching aids, internet supporting materials, and mobile applications.

(B) Provide in-service training to teachers and provide all support functions such as slide presentations, video presentations, publications, and program outlines.

(C) Conduct an evaluation of the program, collecting and analyzing voluntarily provided evaluation forms from teachers, students, administrators and parents, and provide the evaluation results to the Sponsor.

(D) Provide information related to other water conservation program objectives and initiatives.

(E) Provide all necessary documentation to the Texas Education Agency, Texas Water Development Board, and Texas Commission on Environmental Quality.

**1.02** The Subsidence District shall provide water conservation credits as follows:

(A) The Sponsor shall receive a Certificate of Deposit water conservation credit equal to 84,000 gallons of groundwater (which equals 1,400 gallons per month for five years) for each student sponsored in the Program.

(B) The Sponsor may hold, transfer, sell, or redeem the Certificates of Deposit at any time, provided however, that the Certificates of Deposit will be honored by the District for no longer than 20 years after the date the Certificate of Deposit is issued.

(C) Redemption of the Certificate of Deposit requires the Subsidence District to increase the redeemer's groundwater allocation by the amount of the water conservation credit, provided however, that Certificates of Deposit issued beginning with the 2001-2002 school year (Series B) may only be applied

to a maximum of 30% of the permittee's total water demand. This absolute right to increase the groundwater allocation by up to 30% of the permittee's total water demand does not in any way affect the other terms and conditions of the groundwater permit and all groundwater withdrawals will be subject to the permit fees and other rules of the District in effect at the time of the permit.

**1.03** The Subsidence District shall perform all coordination activities without additional charge to the Sponsor. The Sponsor may assist in any coordination activities and may participate in any phase of the program at its own discretion.

## **II. PAYMENT**

**2.01** The sponsor agrees to sponsor school(s) in Friendswood city schools. The sponsor agrees to sponsor 500 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> grade students in the WaterWise program in the 2018-2019 school year.

**2.02** The Sponsor hereby agrees to pay to the Subsidence District, promptly upon receipt of an invoice from the Subsidence District, the total amount due, which is equal to \$36.46 per student sponsored. The above payment shall provide sponsorship for the above listed school(s) for one year. The amount of the invoice shall be calculated using the actual enrollment in the named schools for each year of the Project.

**2.03** From time-to-time the Sponsor may seek to adjust the number of students sponsored by providing a written request to the Subsidence District, subject to the availability of schools willing to participate in the project.

**2.04** The Sponsor agrees to pay a similar amount, adjusted for the actual cost of the sponsorship kit and the number of students sponsored, each year for the term of this Agreement.

**2.05** This cost represents the sole monetary obligation of the Sponsor in exchange for and in consideration of the Subsidence District's obligations hereunder.

**III.**  
**TERM AND TERMINATION**

**3.01** The term of this Agreement shall be from the effective date hereof until termination of the 2018-2019 school year. This agreement may be renewed annually with written authorization of the Sponsor and approval of that authorization by the General Manager of the Subsidence District.

**3.02** The Certificates of Deposit in the Groundwater Bank shall be transferred to the custody of the Sponsor upon receipt of payment from sponsor, and shall be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.

**IV.**  
**MISCELLANEOUS**

**4.01** Subsidence District is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Subsidence District in such capacity. The Sponsor will have no control or supervisory powers as to the detailed manner or method of the Subsidence District's performance of the subject matter of this Agreement. All personnel supplied or used by the Subsidence District shall be deemed employees or subcontractors of the Subsidence District and will not be considered employees, agents or subcontractors of the Sponsor for any purpose whatsoever.

**4.02** Each party to the contract is paying for the performance of the contract from current revenues and will pay for each subsequent year this agreement continues from the revenues budget for that year. The parties agree that each party is paying fair compensation for the services or products rendered.

**4.03** This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous with the execution hereof.

**4.04** The Subsidence District may not assign or delegate any portion of its performance under this Agreement without the written consent of the Sponsor.

**4.05** The Subsidence District shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including the obligation to honor Certificates of Deposit in the Groundwater Bank as provided in Section 1.02.

**IN WITNESS WHEREOF**, the parties put their hands to this Agreement on the dates indicated below. This Agreement shall be effective on the date of the last signature hereto.

**SPONSOR**

\_\_\_\_\_

By: \_\_\_\_\_ (Title)

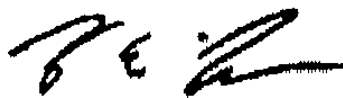
ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**HARRIS-GALVESTON SUBSIDENCE DISTRICT**



By: Robert Thompson, Deputy General Manager

ATTEST:



By: Gregory M. Ellis, General Counsel

Date: 7/5/2018



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## Harris-Galveston Subsidence District

*Serving the Gulf Coast Community Since 1975*

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July 5, 2018

Patrick Donart  
City of Friendswood  
1306 Deepwood  
Friendswood, Texas 77546

Re: Interlocal Agreement for CITY OF FRIENDSWOOD

Dear Student Sponsor:

Attached please find the Interlocal Agreement for the WaterWise program in the 2018-2019 school year. As you begin the process of reviewing the Interlocal Agreement for the 2018-2019 school year, we ask that you please provide us with any updated contact and mailing address information.

The Subsidence District would like to thank you for your continued participation as a sponsor in the District's Water Conservation Education Program.

—  
If you have any questions, please feel free to call me at (281) 956-2190 or Jade Jones at (281) 956-2193.

Sincerely,

A handwritten signature in black ink that reads 'Jennifer Welch'.

Jennifer Welch  
Water Conservation Coordinator  
(281) 956-2190  
[jwelch@subsidence.org](mailto:jwelch@subsidence.org)

Enclosure



## 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: October 1, 2018

Date Submitted: September 25, 2018

Dept. Clearances: Morad

Prepared by: Karen Capps, CMO/ED

Subject: Approval of FDEDC Downtown Improvement Plan

Originating Department: CMO/ED for FDEDC

City Attorney Review: N/A

Proceeding: C&PA

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required:

Source of Funds:

FINANCE APPROVAL:

**MK**

**Morad Kabiri**  
City Manager

### SUMMARY / ORIGINATING CAUSE

On February 13, 2018, the FDEDC Board engaged a consultant team consisting of Lauren Griffith Associates (landscape architects), Traffic Engineers, Inc. (transportation planning and design), Core Branding Studio (placemaking and branding), and Gandy2 (lighting design) to create a Downtown Improvement Plan for the downtown district.

The team sought public input through various stakeholder meetings, a downtown survey with more than 1,132 responses, and three separate public meetings seeking further input on the proposed plan.

The FDEDC's goal is to utilize the Downtown Improvement Plan as an implementation guide, similar to the City's CIP, to consider future identified projects with cost estimates for possible funding by the FDEDC.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Downtown Improvement Plan identifies future projects for funding, provides transparency about the FDEDC's future intentions for the use of the EDC funds, and identifies and demonstrates readiness for possible grant opportunities.

### RECOMMENDATIONS

The Friendswood Downtown Economic Development Corporation Board approved the plan at their September 11, 2018 meeting and recommends approval by City Council.

### ATTACHMENTS

[Friendswood Downtown Improvement Plan](#)





## Friendswood Downtown District Improvement Plan





## Index

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| 3  | Executive Summary                                         |
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| 41 | Projects and Opportunities                                |
| 60 | Probable Costs                                            |

## Appendix

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| 66 | Appendix B - Brand Guidelines    |
| 10 | Appendix C - Precedents          |

# *Lauren Griffith Associates* *Landscape Architecture and Planning*



CORE DESIGN STUDIO



## Executive Summary

The mission of the Friendswood Downtown Economic Development Corporation, FDEDC, is to communicate and engage with Friendswood citizens, make well planned and strategic recommendations to City Council regarding improvements to the Downtown District, and exercise fiduciary responsibilities to the tax payers. In May 2016, Friendswood voters approved a one-eighth (1/8) of one cent Type B sales tax to promote new or expanded business in the downtown area as defined by the City of Friendswood Downtown District Map, including but not limited to streets, targeted infrastructure, paved sidewalks, pedestrian amenities including lighting, benches, signage, and other related public improvements, and the maintenance and operations expenses for any of the above-described projects. Current annual revenue projections are \$450,000.

The FDEDC retained Lauren Griffith Associates to assist with their Downtown District Improvement Plan in order to identify and prioritize projects that will promote economic development, attract businesses and patrons, provide more retail and entertainment options in town, foster community, and create a vibrant, distinct downtown district that enhances Friendswood's appeal.

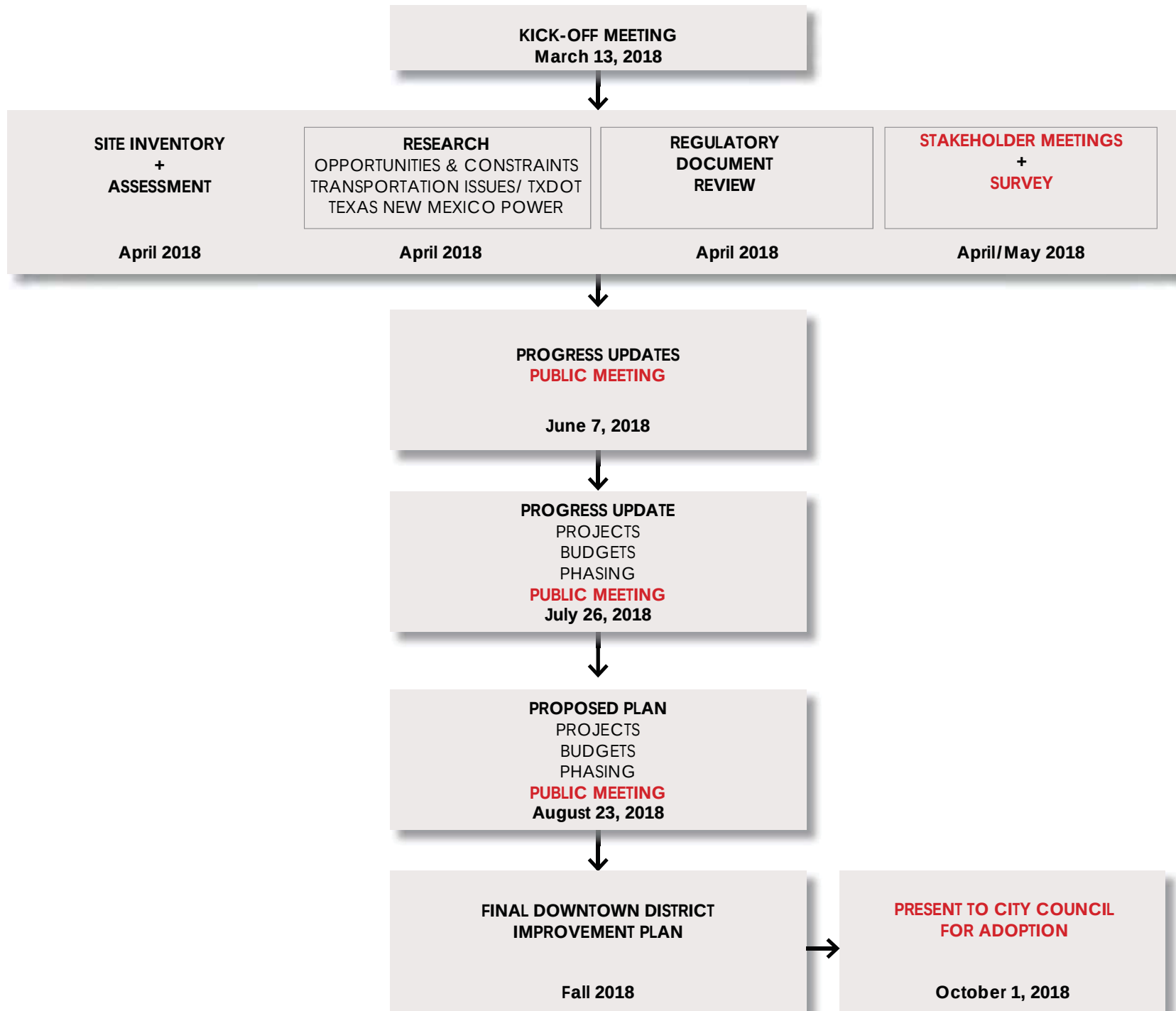
The Downtown District faces several challenges. TXDOT controls FM 581, the wide, heavily traveled S. Friendswood Drive which bisects the District. It must efficiently convey traffic through the District, not just to it. In addition, the "downtown" is not like a traditional, older downtown. It lacks a strong historical architectural fabric. Because the city was founded by Quaker missionary farmers, buildings other than the church, the home and the school were not developed early in Friendswood's history. Most commerce took place in nearby towns. Opportunities within the District, are possible because of the amount of vacant or underutilized land ripe for development, the affluent population who will patronize downtown, strong civic organizations supporting its enhancement, and the contributions of TXDOT to its beautification and maintenance.

Lauren Griffith Associates' comprehensive study involves documentation of goals and objectives, site analysis, research and review of ordinances affecting the Downtown District, and a thorough public process determining the needs and desires of the community. Our team includes Traffic Engineers, Inc., Gandy<sup>2</sup> Lighting Design, and Core Design Studio graphic designers. We have identified projects and opportunities throughout the district; projects are improvements within the public realm and District boundaries that the FDEDC can fund,

while opportunities are improvements that would have to be made by partners within and around the District. While these projects are in a general order of priority, they may be implemented in any order or configuration as funding becomes available.

The FDEDC is hoping to use the sales tax monies they collect as matching funds for grants and other funding mechanisms in order to implement the improvements more quickly. Our team is identifying opportunities to apply for such funding. Public improvement projects are already underway in the District. The FDEDC has begun a program of burying overhead utility lines on the south side of S. Friendswood Drive to reduce visual clutter and allow the planting of street trees to create a more pedestrian scale. In addition, this Downtown Improvement Plan includes branding concepts to be applied to the District as whole.

There is a strong sense of community and family in Friendswood, and community events such as festivals and parades are currently its unifying force. Stevenson Park and the Library are significant amenities that serve the city well. Citizens are proud of their history and still honor the founding values of faith, family and education. They view the area at S. Friendswood Drive and Spreading Oaks that encompasses Friends Church and Cemetery and the library as the heart of the District and especially value the old Live Oaks. Many participants in the public process expressed their desire for a charming, quaint, "small town feel" downtown. Our team came to understand that it is the warm quality of the interactions that Friendswoodians experience when shopping or dining downtown that they want to preserve and enhance. Our goal is to create a walkable, charming streetscape that will unify the district, inspire appropriate development and foster opportunities for more such interactions within a vibrant Downtown District.





# GOALS AND OBJECTIVES

## PUBLIC INPUT PROCESS



## Downtown District Goals

(Why we want to improve the District)

- Foster community by providing opportunities for residents to interact and get to know each other within Friendswood.
- Reduce necessity of traveling out of town for entertainment and retail needs.
- Provide opportunities for families with young children, teenagers, young adults, empty-nesters and senior citizens that can be accessed without highway travel.
- Enhance Friendswood's identity, appearance, and appeal to potential residents by creating a "heart of the city."
- Attract businesses consistent with the vision and mission of the FDEDC.
- Attract patrons creating a vibrant downtown district.
- Create a memorable downtown district identity that is expressed in all aspects of public improvements.

## Downtown District Objectives

(How we will achieve our goals)

- Create a comfortable, safe, walkable, bike-able downtown district.
- Manage vehicular traffic to enhance pedestrian experience.
- Create a downtown district that is active both day and night.
- Identify opportunities for additional open space.
- Identify opportunities for linking to potential trail systems along creek.
- Attract mixed-use development to increase property and sales tax revenues.

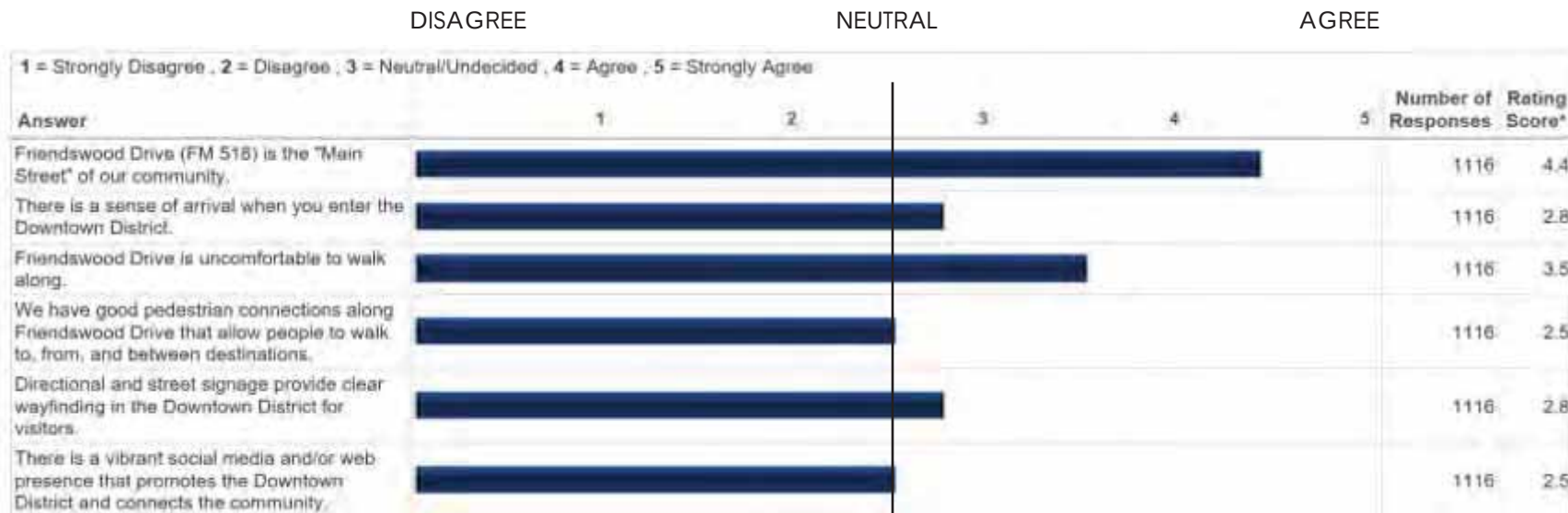
## Survey

Through email blasts and posts on the City's website, the community was invited to participate in a 10-question survey that addressed program elements, uses and events for the Downtown District. The survey was a means to broadly engage the community and give feedback to the consultants prior to public meetings. It solicited information on how respondents experienced the District, why they went there, how often they visited and how they got there, how they would like to get there, how they described Friendswood and what makes it unique, and what sorts of amenities and improvements they would like to see. More than 1,000 people responded, a significant number in a community of 40,000.

The results clearly indicate that the respondents value the small town character of the District and want to see it preserved and enhanced. Improving walkability, increasing dining options, preserving and adding trees, and attracting more shops and small businesses were their top priorities.

Interestingly, the word "small" was used 938 times in the responses. Residents feel strongly about a small town feel, small shops and small businesses. They prefer unique shops and food service establishments over chains and enjoy warm, personal interactions when conducting business or dining.

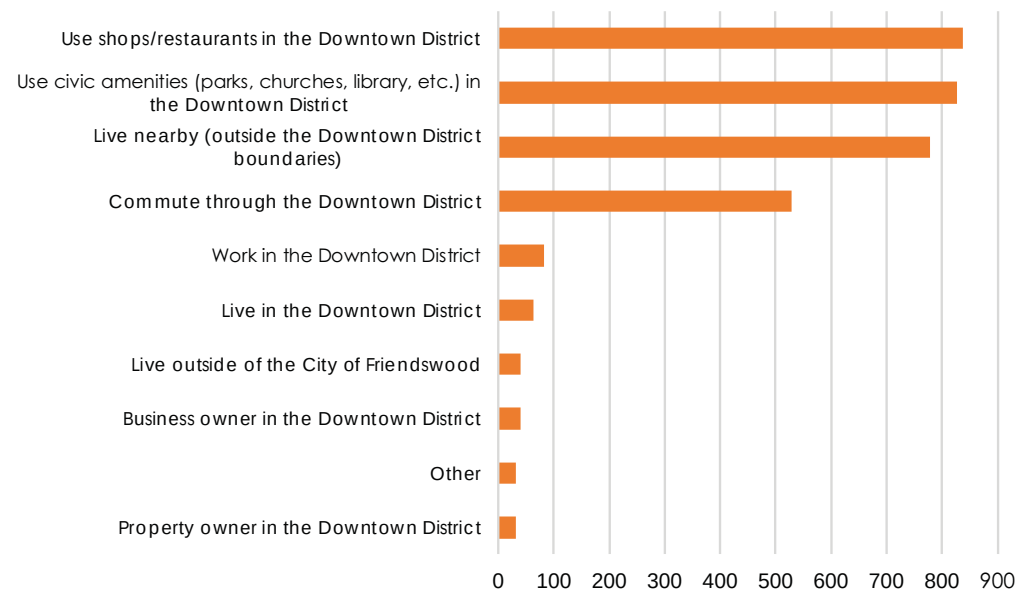
1. Do you agree or disagree with the following statements?



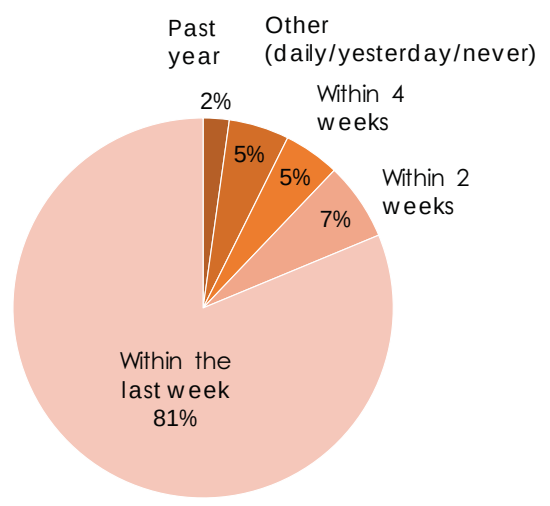
\*The Rating Score is the weighted average calculated by dividing the sum of all weighted ratings by the number of total responses.



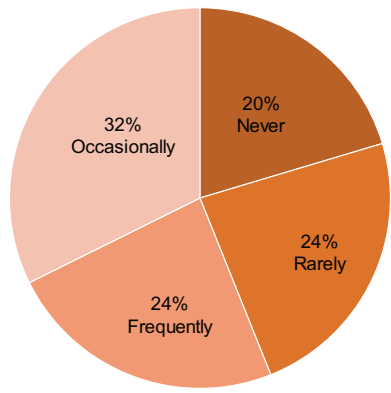
2. Please tell us your connection to the Downtown District.  
Select all that apply.



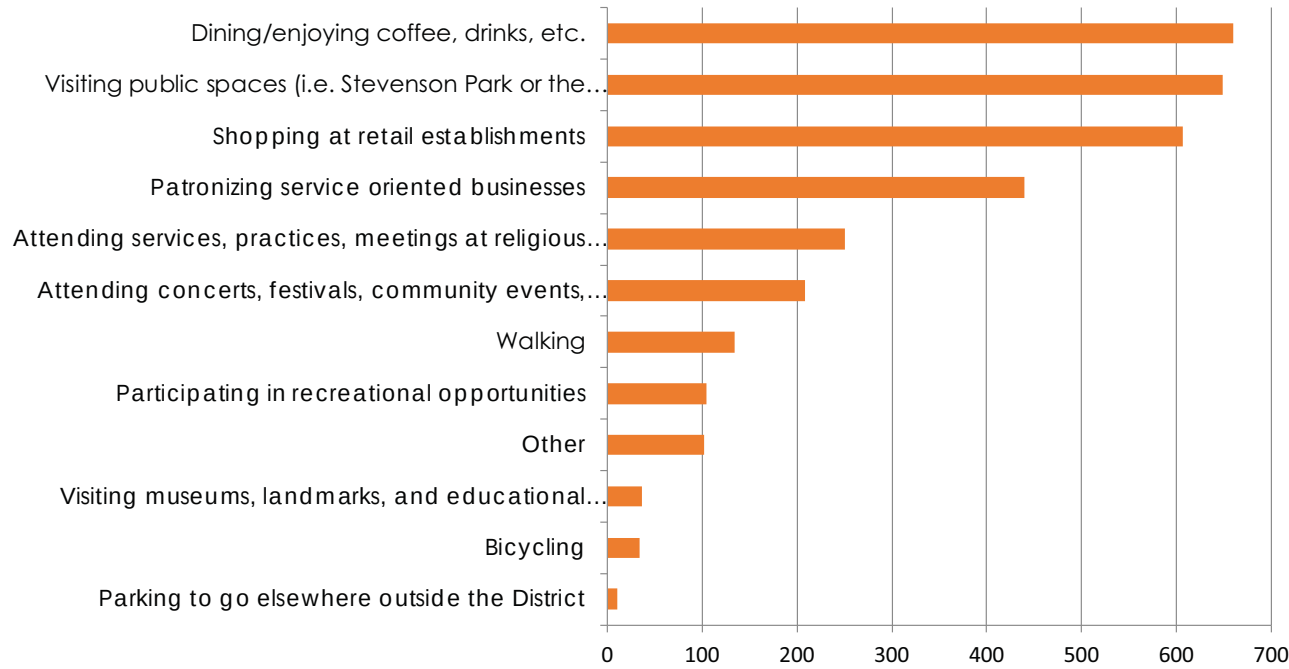
3. How long ago was your most recent visit to the Downtown District?



4. How often would you prefer walking or riding a bike as opposed to driving a car within an improved Downtown District?



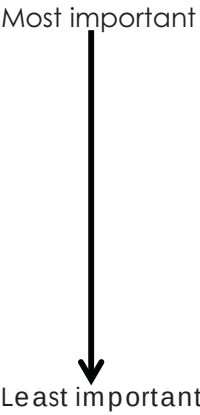
5. What were the purposes of your most recent three (3) visits to the Downtown District?



6. What additional offerings and amenities would make you or your family more likely to visit the Downtown District?

### Offerings and Ammenities

- More walkable development and destinations**
- Better pedestrian accommodations**
- Better pedestrian crossings**
- Improvements to traffic signal timing
- Security lighting
- More shade trees
- Underground utility lines
- to replace overhead lines
- Protected bike lanes
- More travel lanes (fewer medians)
- Slower traffic speeds



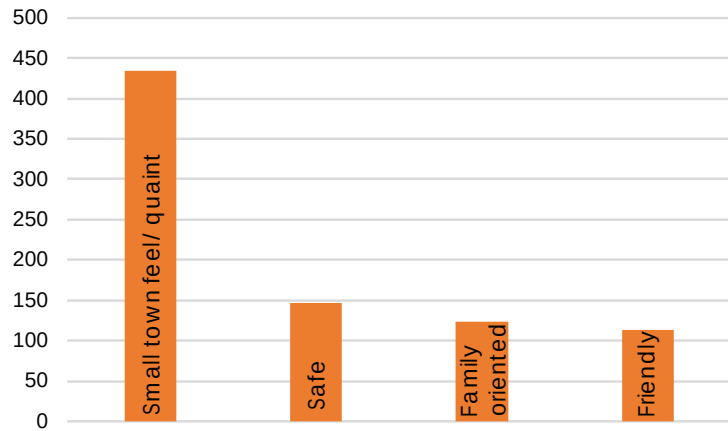
7. What overall improvements would do the most to make the Downtown District safer and more attractive for all people?

### Overall Improvements

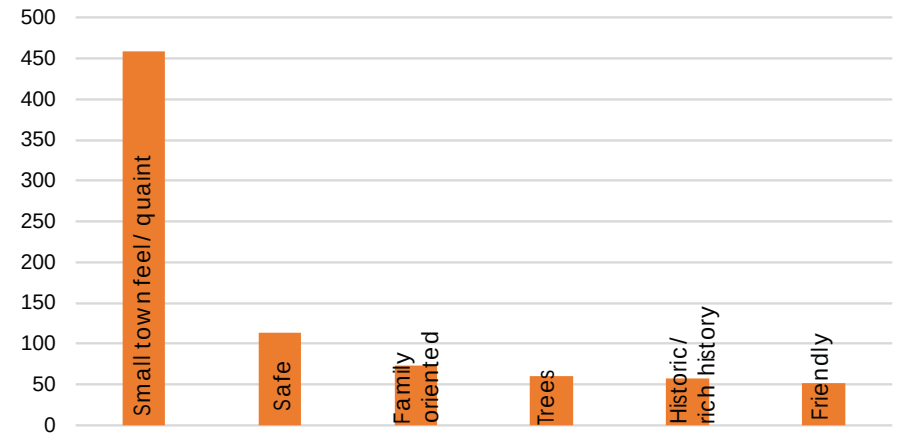
- Dining options**
- Retail choices**
- Concerts, festivals, community events, and entertainment
- Public open spaces
- Recreational opportunities
- Pedestrian oriented streets
- Service oriented businesses
- Museums, landmarks, and educational opportunities
- Safe bike routes
- Parking



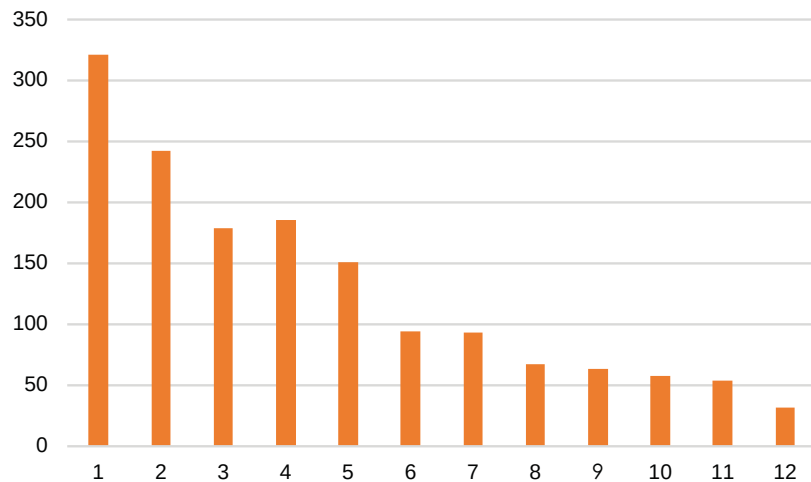
8. How is Friendswood different from nearby cities?  
What makes it unique?



9. How would you describe Friendswood to someone who has never visited?



10. Please share your vision for the future Downtown District.  
What would you preserve, modify, or add?



1. Sidewalks/walking
2. More restaurants/dining
3. More/preserve trees
4. More shops
5. More businesses (small)
6. More parking
7. Signs (reduce commercial signs, add signs)
8. More bike routes
9. Preserve history
10. Family oriented
11. Better lighting
12. Improve medians

## Stakeholder Meetings

Stakeholders are people who have a particular interest in the Downtown District. The consultants worked with the FDEDC board to identify groups and individuals to be invited to contribute to the public discussion of potential District improvements. The Economic Development Coordinator issued the invitations.

In general, the groups were eager to discuss their visions and concerns. The consultant team had to emphasize that the Downtown District improvements could only be implemented on public property.

## Identified Stakeholders

City Senior Staff, Keep Friendswood Beautiful, Planning and Zoning Commission, EMS, School Administration, Library Board, Senior Center Advisory, Community and Economic Committee, Masons, Historical Society, Friendswood Friends Church, Friendswood Fine Arts, Art in the Park, Friendswood Methodist Church, Heritage Gardeners, Mary Queen Church, New Hope Church, Farmers Market, Friends of Downtown Friendswood Association, Rotary Club, Reach Church, First Baptist Friendswood, Friendswood Chamber of Commerce.



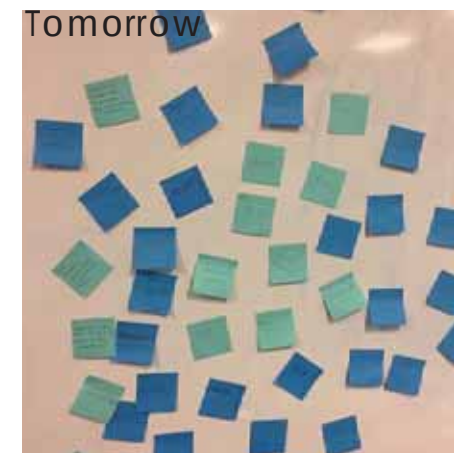
## Stakeholder Input

**City Staff:** City staff members met with the team of landscape architects, urban designers, and traffic engineers to discuss issues and identify opportunities and constraints within the public realm. 23 attended. 04/04/18.

**Interest Groups:** Discussion of who programmed events, shared parking, shared food service facilities, bike safety, medians, lack of district identity, pride in community history and values, desire to maintain warmth and character of the community – small town feel defined by the interactions among the people rather than by the architecture. 21 attended. 04/04/18, 04/11/18 (morning and afternoon sessions).

**Businesses:** Business and property owners within the District engaged in a thoughtful discussion of its positive and negative aspects, concluding that consistency in appearance and branding is key to attracting quality development. Distinctive, uniform lighting and brick sidewalks were the priorities. No one objected to the District's funding of these improvements going forward. 30 attended. 04/17/18.

**High Schools:** 36 Students from Friendswood HS, Clear Brook HS, Clear Springs HS, participated in workshops to convey how they see the District now and what they would like to see in the future. Students noted they would like to see more activities (movies), more food service (something between Whataburger and fine dining), and more color/ less brown appearance (buildings, etc.) in the Downtown District. 04/11/18 and 05/08/18.





## Public Meetings

Three public meetings were held at City Hall about a month apart. They were advertised by Facebook newspaper email, website, and through meeting public notice.

The landscape architects, urban designers, planners and traffic engineers presented summaries of the survey and stakeholder meetings at the first public meeting, along with lighting and traffic research and site analysis documentation. The presentation included images of places survey respondents liked, along with images of Tomball and Rosenberg, Texas, two similar towns with downtown districts bisected by state highways. Following the presentation, citizens had the opportunity to examine the exhibits closely and talk with the consultants one on one. 20 people attended. The overall response was positive.



The landscape architects, urban designers and planners presented the preliminary Projects identified as priority improvements for the Downtown District in the second meeting, along with precedent images of similar amenities and general budgets. Opportunities for supporting improvements spearheaded and funded by others were also presented. Again, citizens examined exhibits and gave feedback to the consultants after the presentation. 20 people attended. Participation was lively, and there was general enthusiasm for the projects. No significant input was received that necessitated revising the plans.

The landscape architects, urban designers and planners presented the preliminary Projects and Opportunities identified as priority improvements for the Downtown District again in the third meeting, along with precedent images and general budgets. In addition, the team's graphic designers presented branding concepts for the Downtown District, including a logo, banners, entry features, intersection treatments and shop window treatments. Following the presentation, participants joined the consultant team to examine the exhibits more closely and discuss their thoughts one on one.

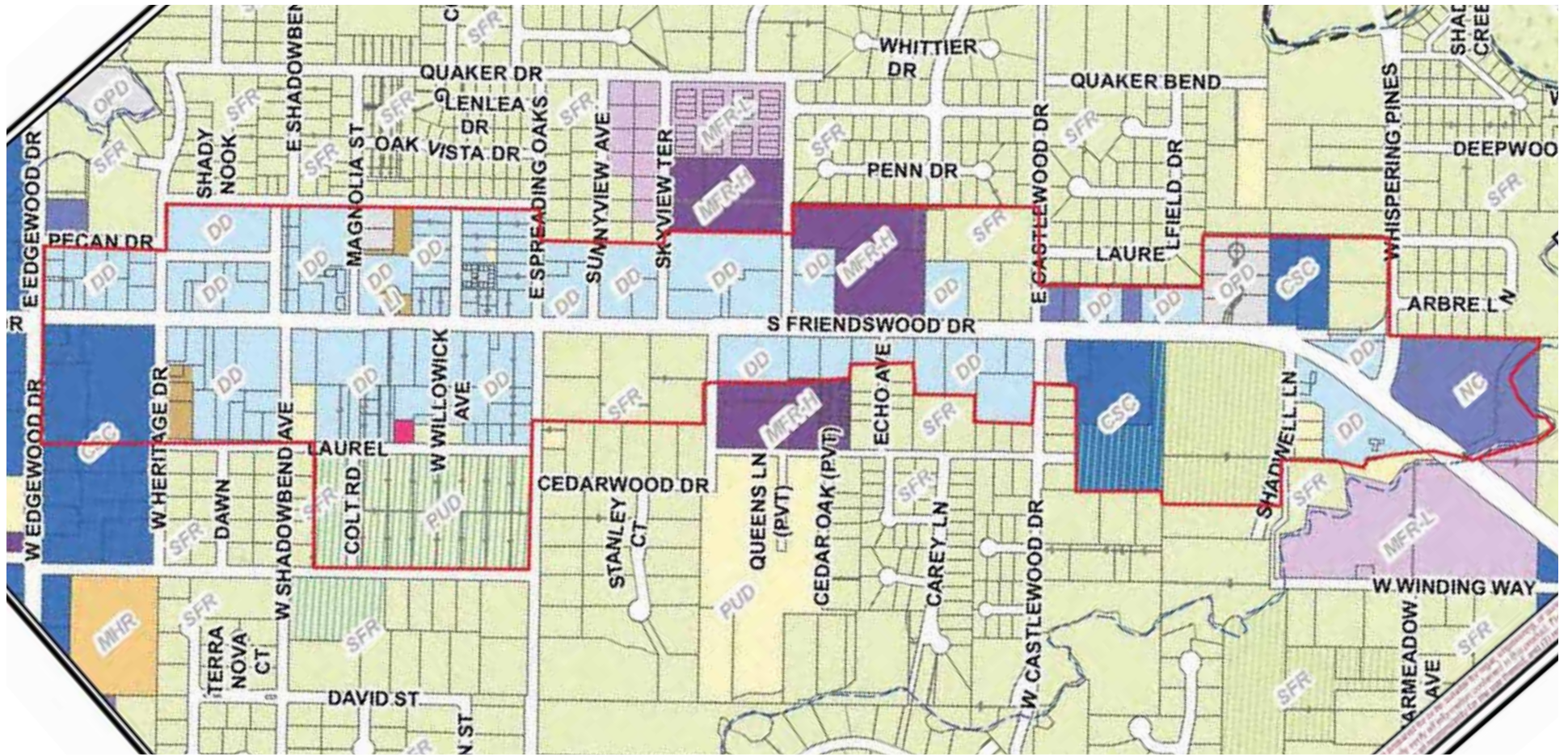
27 people attended, including all but one City Council member. The response was very enthusiastic, and it was determined that the consultant team should move forward with documenting the Downtown District Improvement Plan for adoption by City Council.



SITE INVENTORY + ASSESSMENT  
RESEARCH  
REGULATORY REVIEW





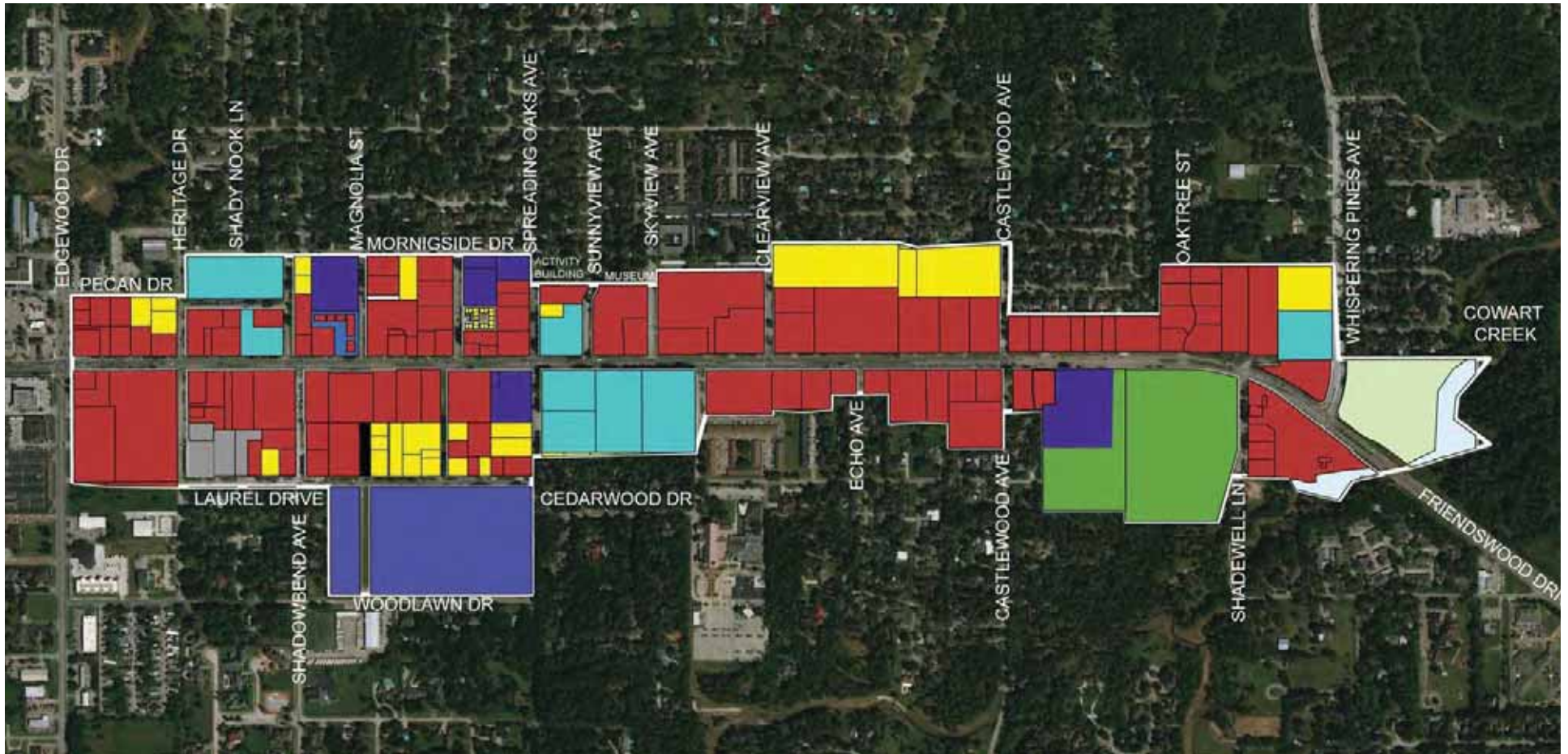


Zoning Map

Legend

- Downtown District Boundary
- Downtown District
- MFR-H
- SFR
- CSC
- OPD
- LI
- MFR-M
- NC





## Land Uses

The majority of the properties in the Downtown District are commercial, especially along S. Friendswood Drive. Notable exceptions are Friends Church and Cemetery, Friendswood Public Library and City Hall, and Stevenson Park along S. Friendswood Drive, and the US Post Office, the Friendswood Activity Center, the First Baptist Church and the Friendswood Independent School District properties on side streets. Multi-family residential and a small amount of light industrial comprise the rest of the District.

Surrounding land uses are primarily single-family residential. There are a number of vacant and underutilized lots along S. Friendswood Drive. Reach Church's parcel and the undeveloped land on the creek along Whispering Pines are ideally located to transform the eastern entry to the Downtown District. In the "heart of the downtown district," several properties are currently being developed for mixed-use. Other lots are being offered for sale, contributing to the transformation of the District.

## Legend

|                                                     |                                                      |
|-----------------------------------------------------|------------------------------------------------------|
| <span style="color: blue;">■</span> Civic/Community | <span style="color: cyan;">■</span> Church           |
| <span style="color: green;">■</span> Park           | <span style="color: grey;">■</span> Light Industrial |
| <span style="color: red;">■</span> Commercial       | <span style="color: lightgreen;">■</span> Open Space |
| <span style="color: yellow;">■</span> Residential   | <span style="color: lightblue;">■</span> Flood Plain |





## Retail/ Food Service

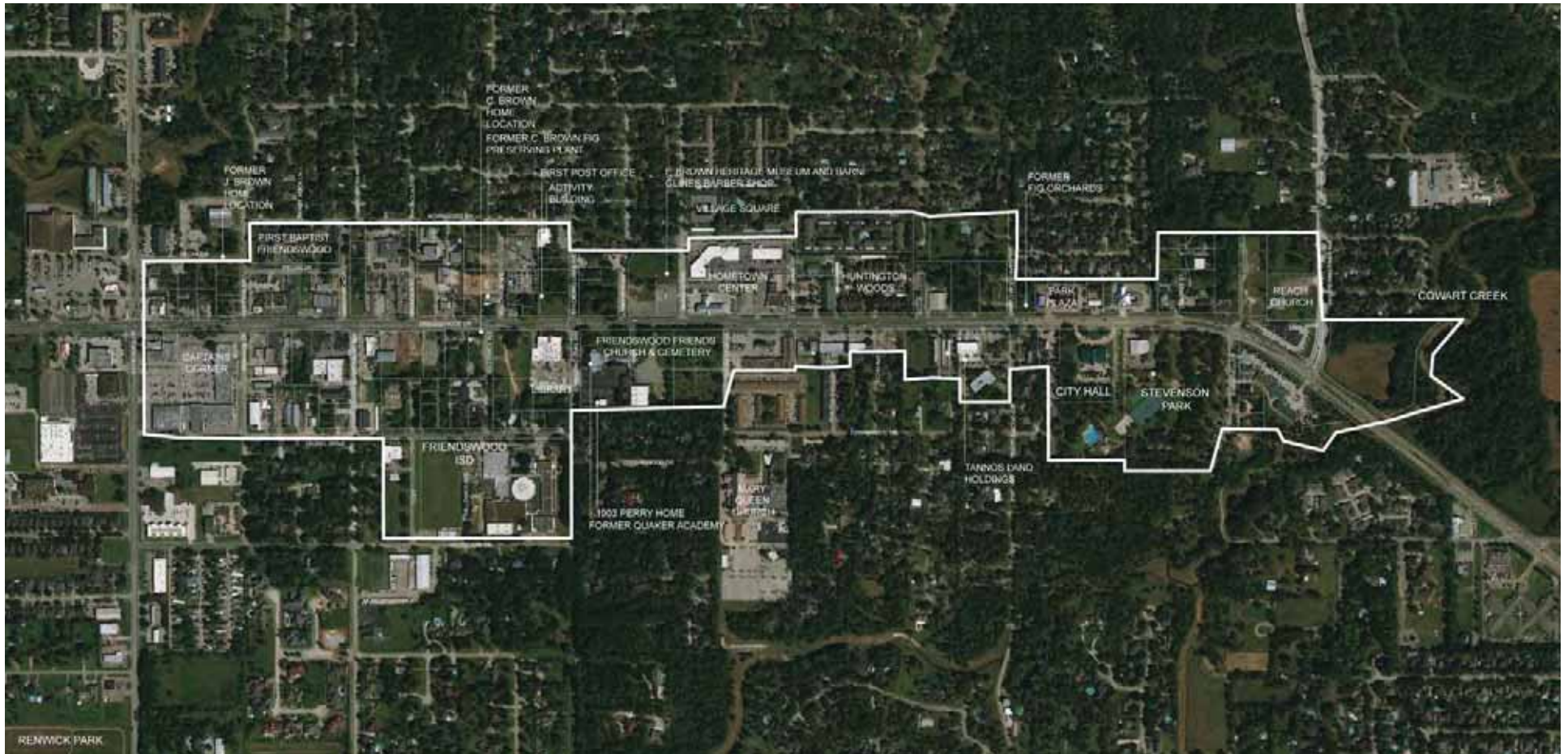
Retail and food service establishments currently are distributed along S. Friendswood Drive, with most being concentrated toward the east end and the center of the District. Survey respondents and stakeholders expressed a strong desire for more retail and dining options. Breakfast places and options for casual food service experiences between fast food and fine dining were the most frequently requested. Friendswoodians prefer small, unique retail establishments, as well.

Creating an urban streetscape that is attractive to more retail and dining establishments will both encourage development and generate more foot traffic for existing businesses, creating a vibrant, sustainable District. The additional dollars spent in the District will build the sales tax revenue used to fund future improvements.

## Legend

- Retail
- Food Service





## Destinations/ Points of Interest

While Friendswoodians are justifiably proud of their history, only a few historical points of interest exist in the District. The Nathan and Mary Perry Home, Friends Church and Cemetery and the Junior High School Museum are within the District. The Frank J. Brown Heritage Museum and Barn are adjacent to it. The Quaker Trail as mapped by the Friendswood Historical Society has a total of 11 points of interest.

Friendswood City Hall, Public Library, Activity Center and Post Office are destinations for citizens. Beloved Stevenson Park is well used year round and a prime destination for traditional city celebrations. Creating more destinations and small moments of surprise within the District is a goal of the Downtown Improvement Plan.



## Overhead Utilities

Like many state highways, S. Friendswood Drive is lined with overhead utility lines, creating visual clutter and limiting the ability to plant street trees. The FDEDC has begun a program of burying overhead lines on the south side of the street with good success. Unfortunately, burying the electrical power lines on the north side of the street will be prohibitively expensive.

In addition, traffic signals hanging from lines across the intersections contribute to the clutter. Mast arm traffic signals would give a cleaner, more contemporary look to the District.





## Street trees

Friendswoodians cherish the Live Oaks along S. Friendswood Drive and identify with them strongly. Stakeholders, survey respondents, and the public felt strongly that the Live Oaks at the Cemetery defined the heart and image of the Downtown. The community agreed that street trees, especially the historic Live Oaks, needed to be preserved and added to the District.

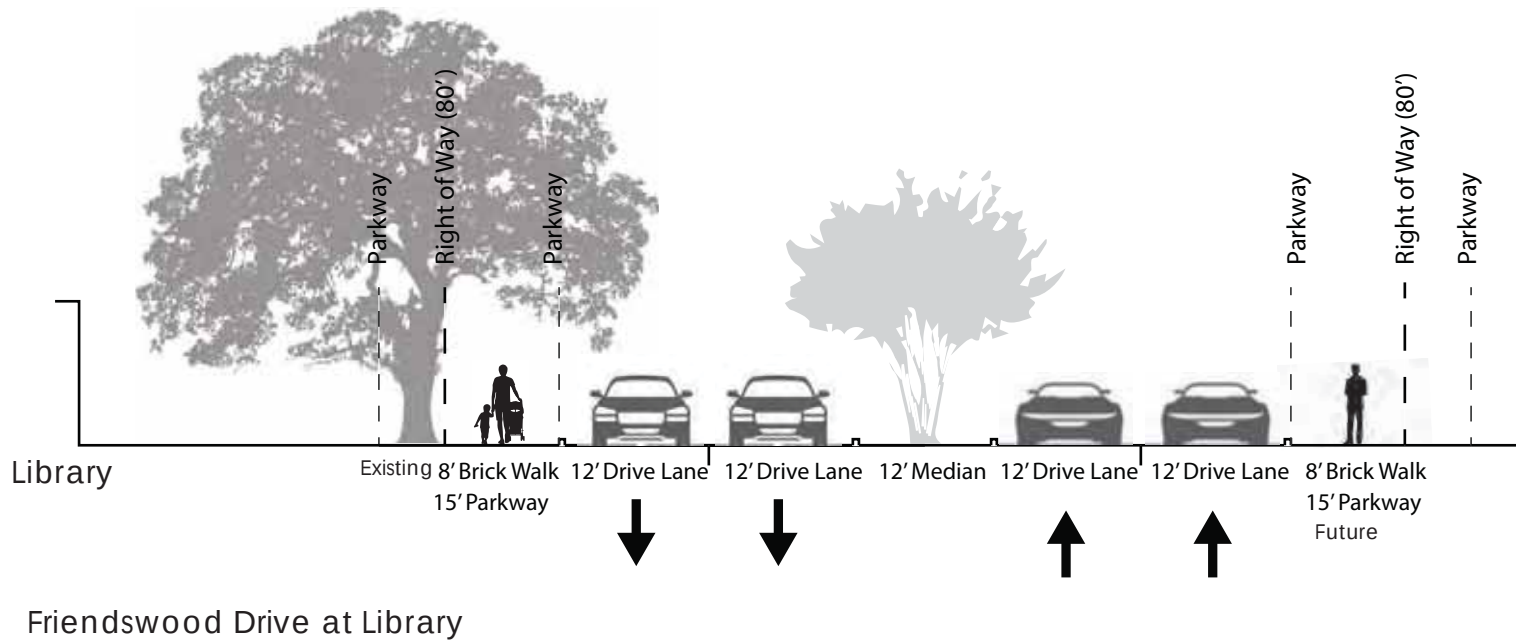
Friendswood's City Ordinance requires every property to plant a Class II or Class III street tree every 25'. The "Qualified Street Tree List" of the City's Design Guidelines describes the classes of trees. Class I contains the tallest street trees, while Class III contains the smallest street trees. Given the 80' R.O.W. width, Class III street trees do not provide enough

shade for pedestrian comfort.

As utilities are buried along the south side of FM 518, the Planning and Zoning Commission may consider allowing Class I trees (where appropriate). Live Oaks are considered Class 1 trees.

While overhead lines on the north side of the street prohibit planting of large trees under them, if there is room to plant Live Oaks within the adjacent private property, it is encouraged. Alternatively, a consistent planting of American Hollies would create a pleasant rhythm and evergreen canopy, offering a consistent visual experience along S. Friendswood Drive.





## Friendswood Streetscape Design Guidelines

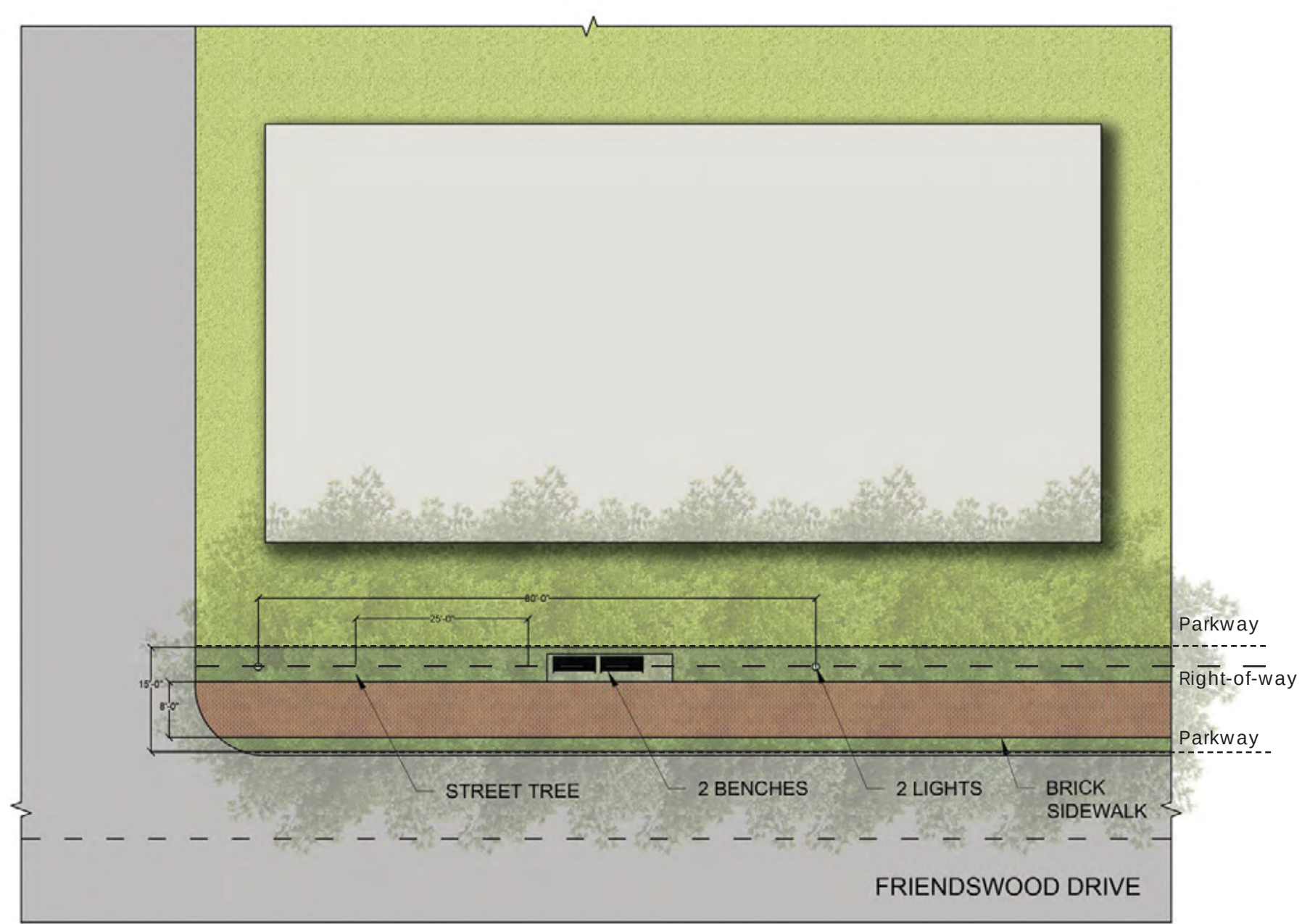
Friendswood's Code of Ordinances, Appendix C – Zoning, Section 8 – Supplementary District Regulations, states that every property fronting Friendswood Drive within the Downtown District must include a 15' wide parkway extending into the property from the curb. This parkway may extend beyond the FM 518 right-of-way. The parkway shall have an 8' brick sidewalk, one tree every 25', two lights, and two benches. Properties within the district but along the side streets require a 10' landscape buffer extending into the property from the curb. The buffer must include a 6' concrete sidewalk and one tree every 25'.

Inconsistent implementation of the required improvements has resulted in an inconsistent streetscape. Materials and products vary from

property to property. This lack of consistency detracts from the image of a unified district.



Friendswood Streetscape Design Guidelines





## Lighting Assessment

Existing lighting conditions are inconsistent and of poor quality overall. The color temperatures vary wildly from ~2200K from the TNMP (Texas New Mexico Power) approved standard roadway lights, to the district improvement pedestrian pole lights at ~5500K. Neither temperature is appropriate for their intended uses.

Ideally, roadway lighting would be between 3000K - 4000K so that the light color is a slightly warm to neutral white. Studies have shown that blue wavelengths of the visible light spectrum cause our bodies suppress melatonin, which helps keep drivers awake and alert. There has also been significant pushback from the medical community in recent years concerning the poor effect that excessive blue wave lengths have on

our health. Additionally, the cooler the color and more blue that color contains, the less inviting and coherent the lit area becomes. Therefore, selecting a color temperature greater than 4000K is not recommended.

Ideally, pedestrian lighting would be between 2700K – 3500K so that the light color is reminiscent of candlelight-warm to almost neutral white. This creates a welcoming atmosphere. With pedestrian lighting, color rendering (CRI) becomes more important too as it contributes to colors being more vibrant and distinguishable. Shop owners will appreciate their products looking better, as will the pedestrians because perception will improve.



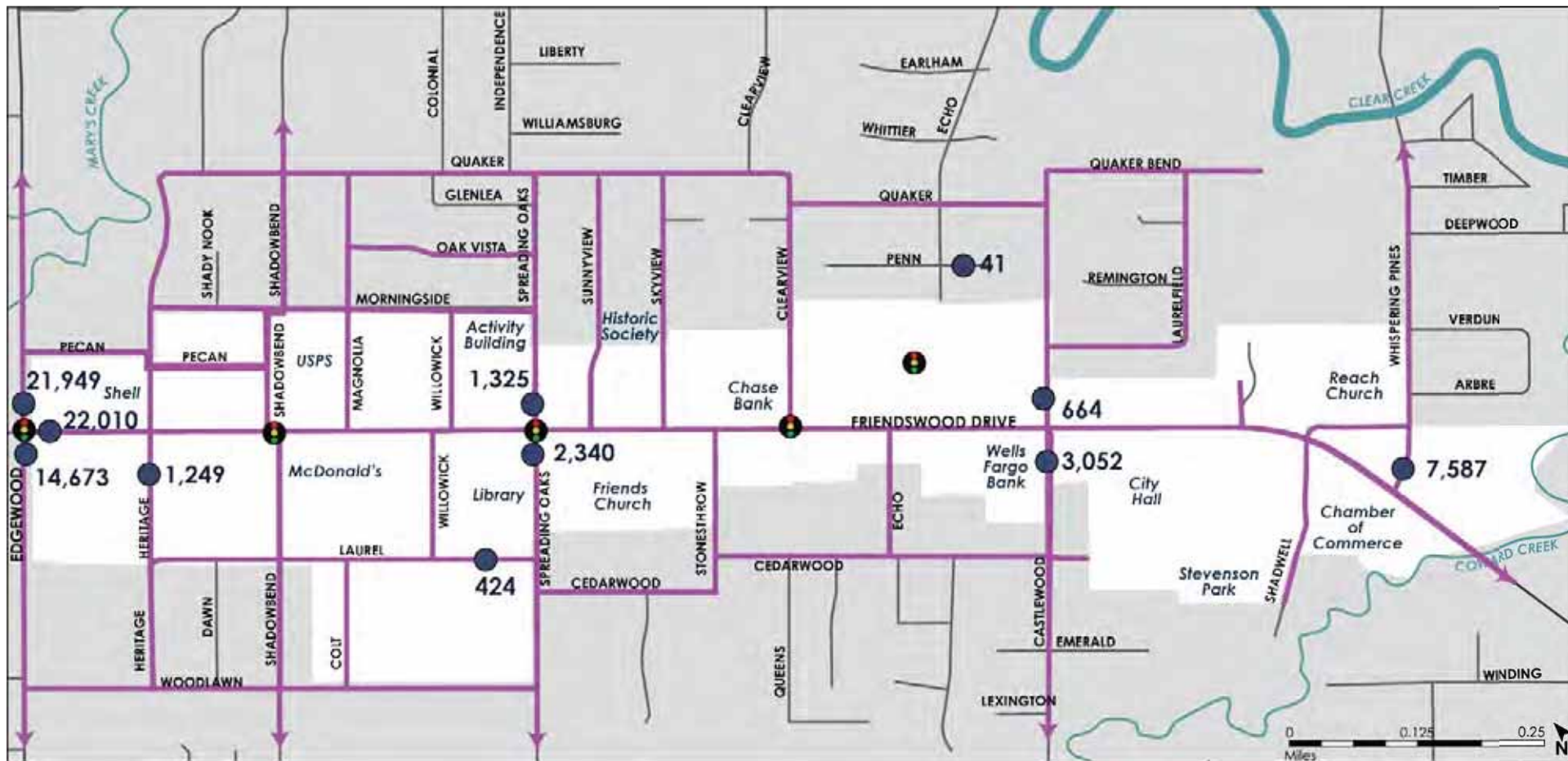


## Mobility Assessment

Friendswood's Downtown District is centered along Friendswood Drive (FM 518\*) bound by Edgewood Drive (FM 2351\*) on the west limit, to Coward's Creek on the east limit with at least one block to the north and south sides of FM 518 for the length of the district. The mobility assessment for the Friendswood Downtown District Improvement Plan provides existing conditions for driving, walking, and biking, as well as project recommendations that support an inviting, walkable, bikeable downtown experience.

The following pages provide the mobility characteristics of the District including an evaluation of corridor and intersection operations, average daily traffic, crash history, driveway density, median locations, parking availability, existing sidewalks and crosswalks, and regional bicycle circulation. Assessment of these existing mobility characteristics provide a baseline understanding of the District. The assessment will help identify public infrastructure improvements that support the vision of the Downtown District that can be implemented over time.

\*FM 518 and FM 2351 are TxDOT-owned roadways. Improvements within the TxDOT right-of-way must be coordinated with TxDOT.



Source: TxDOT Urban Saturation Counts, 2016

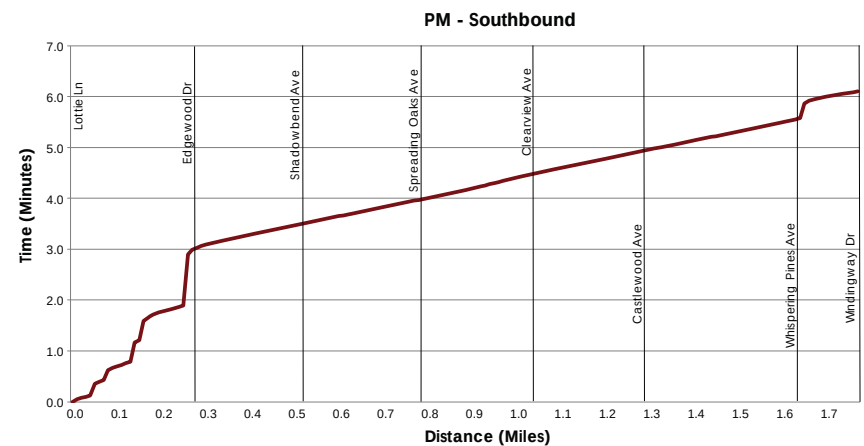
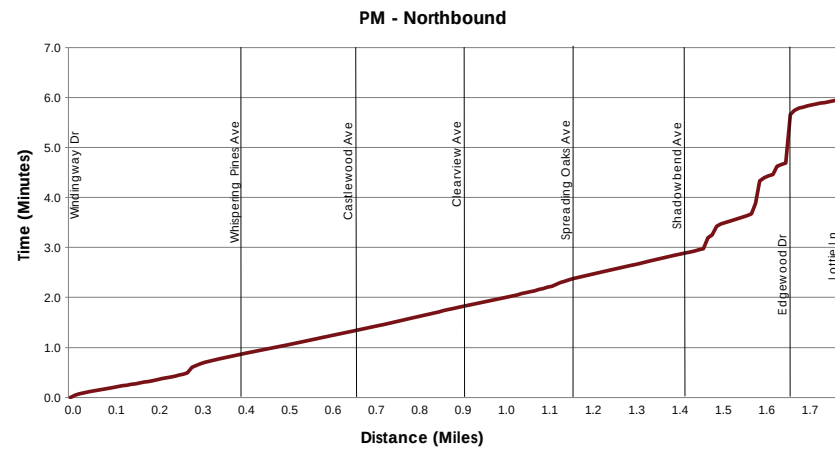
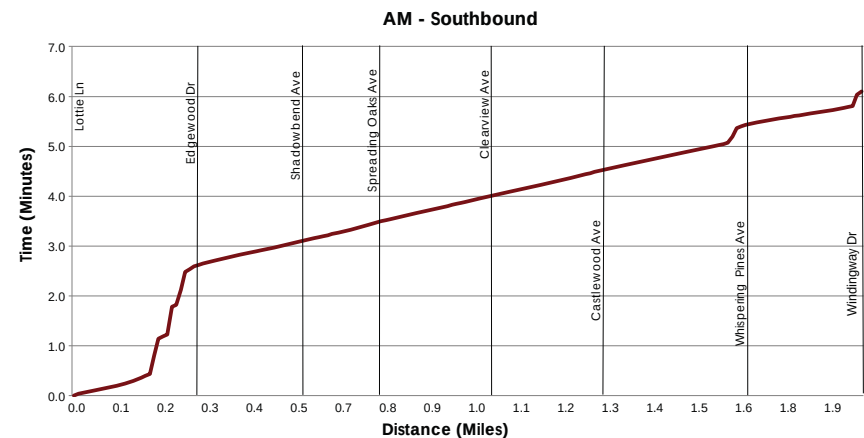
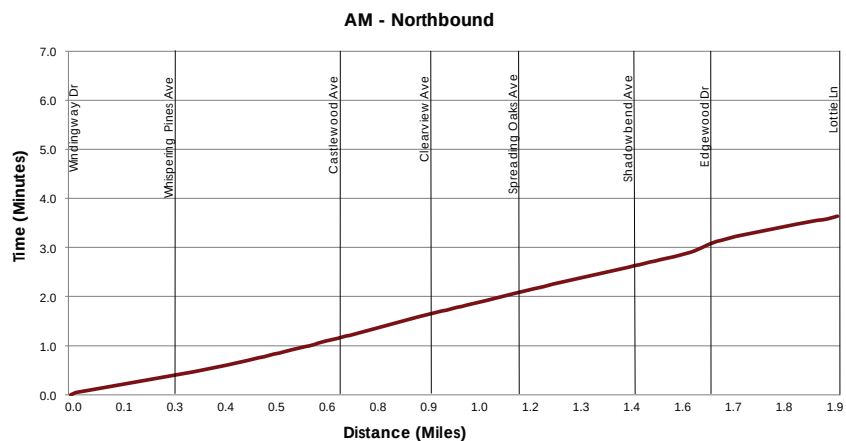
## Corridor Operations

FM 518 is a four lane divided curb and gutter roadway with raised medians. The corridor is maintained by TxDOT. Right-of-way (ROW) is approximately 80 feet along the corridor, however it is wider in some locations. There are six signalized intersections along the corridor. Average Daily Traffic (ADT) for FM 518 and the surrounding roadways are included in the figure above. FM 518 has an ADT of 22,010 vehicles per day. Planning level level-of-service (LOS) values from the Highway Capacity Manual (HCM) Exhibit 16-14 were used to determine capacity along the corridor. The LOS for the corridor within the study area is LOS D, an acceptable LOS for a corridor within an active suburban area with high commercial activity.

The Downtown District has five span-wire signalized intersections along FM 518 including Edgewood, Spreading Oaks, Clearview, Castlewood, and Whispering Pines, and one signalized intersection that has a galvanized mast arm at Shadowbend. Replacing the span wire at the five intersections with black powder coated mast arms would contribute to a more cohesive look and

## Legend

- Connected Street Grid
- ● ● Signalized Intersection
- 24-hour Average Daily Traffic (ADT) Count (TxDOT - 2017)



Source: Team Analysis

## Speed Limit

The current speed limit along FM 518 is 30 mph. Directly outside of the District boundaries north and south along Friendswood Drive, the speed limit is 45 mph. There is little to no transition between the 45-mph roadway and the 30-mph District. There are opportunities to provide better signage and warning of a speed limit change as well as opportunities to designate the gateway of entering downtown Friendswood. According to the public survey for this effort, residents expressed the need for both speed limit enforcement and red light enforcement.

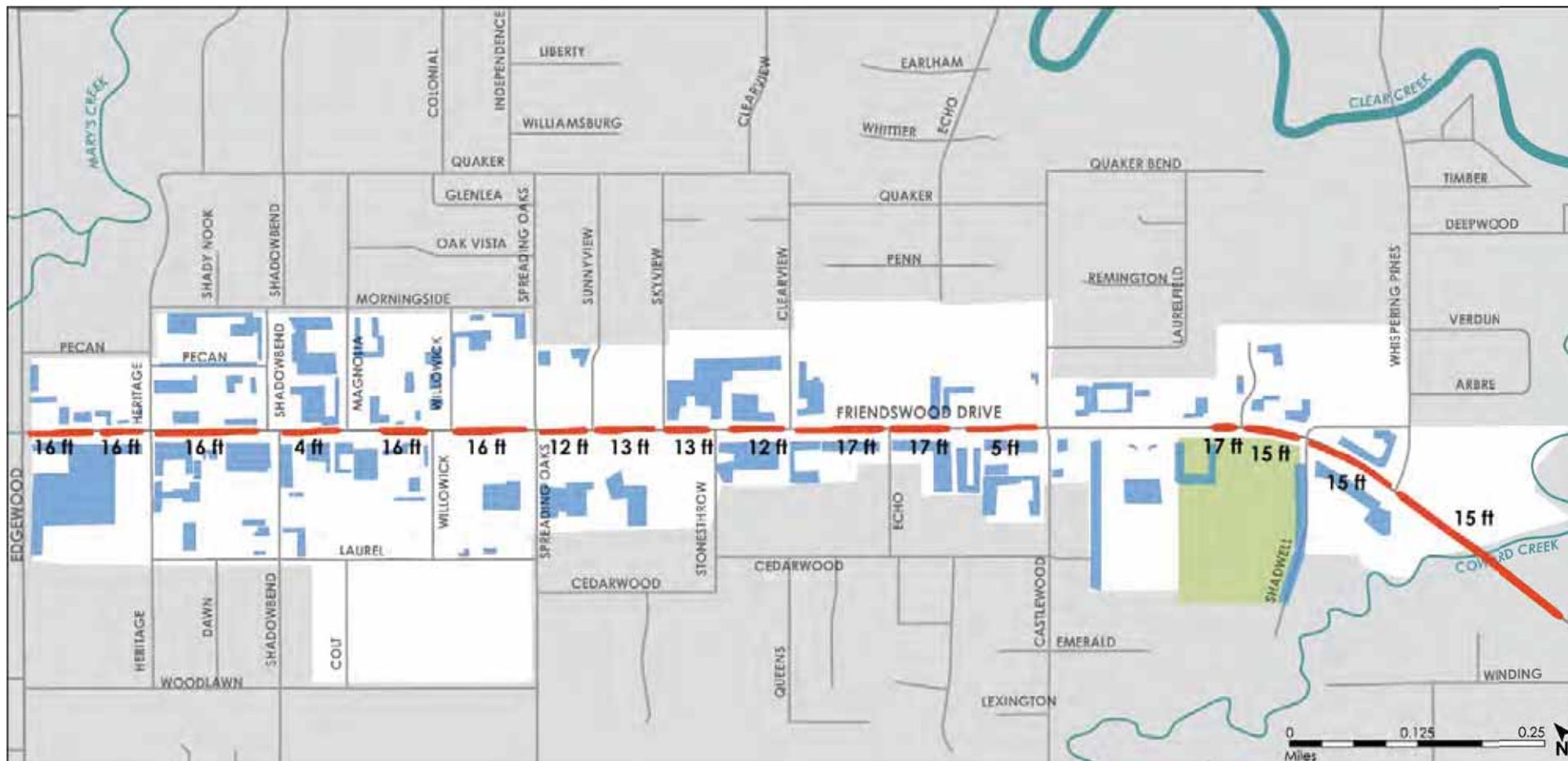
Adjacent corridor speed limits vary from 20 mph to 30 mph.

## Travel Time Runs

To better understand how the traffic flows along the main corridor, travel time runs were performed along FM 518 at peak times of the day (7:00 to 8:00 am and 4:00 to 5:00 PM) during the school year. Driving the corridor from one end of the Downtown District to the other at an average speed of 30 to 35 mph, the signal timing coordinated well with the posted speed limit and traffic flow was unobstructed. The only obstruction to traffic flow was at the FM 2351 (Edgewood) and FM 518 intersection approaching the Downtown District. During peak times, there was delay at the intersection and vehicles were required to wait through multiple signal cycles.







Source: Team Analysis

## Driveways and Median Widths

Mitigation for a high corridor crash rate can include access management. Access management is focused on improving safety and traffic flow through median installation, turning restrictions, and reduction of driveways. The figure above depicts the existing medians along FM 518 and all parking lots to illustrate destinations and driveway density.

TxDOT's Access Management Manual indicates that 200 feet is needed between an intersection and the first driveway on a corridor such as FM 518; less driveways provide for a safer corridor due to less points of conflict. Given the spacing of intersections along the corridor, meeting the TxDOT guidelines would amount to approximately one driveway per block. The TxDOT guidelines are not one-size-fits-all. There are additional variables to consider including the number of parcels within each block and how people access the businesses within those parcels. Reducing driveways and providing cross-access between parcels requires support from property owners. It is recommended that the FDEDC encourage property owners to consider decreased driveways and cross-access with neighbors as sites develop. However, a corridor wide driveway consolidation plan is likely to require a full traffic study which would be costly nor a priority.

## Legend

- Raised Median
- 5 ft** Maximum Median Width
- Surface Parking Lot





Source: Team Analysis

## Parking

On a day to day basis, parking that serves downtown destinations is adequate. However, parking can be challenging or even scarce during larger downtown events. A parking inventory was created to illustrate the existing surface lots within the Downtown District to identify any shortages or potential opportunities to encourage shared parking. The only on-street parking opportunities are located near Stevenson Park. The mapped surface lots add up to approximately 30.5 acres of parking for the Downtown District. Parking was a key topic discussed at public meetings verifying that parking day to day is adequate, but parking for larger events is problematic.

The parking lot conditions are a maintenance and aesthetic concern. There are surface lots within the Downtown District that could be resurfaced or improved to enhance the overall look. There are also opportunities for the City to perform a parking study to identify areas where shared parking would help daily use as well as provide formalized coordination for satellite parking with shuttles for large Downtown events.

## Legend

- Building Footprint
- Surface Parking Lot





Source: Team Analysis

## Sidewalks and Walkability

Walkability was a shared priority for the Downtown District Improvement Plan. Comfortable, consistent, and connected sidewalks allow people to walk to and between downtown destinations. Currently, there are many gaps in the existing downtown sidewalk network where no sidewalks exist, as well as sidewalks that are narrow, uncomfortable, and often unsafe to walk on today. Through the sidewalk inventory, it is apparent where improvements could be made to complete the walkable downtown network.

Photos of the existing pedestrian conditions downtown can be seen on the following page illustrating the variety of existing sidewalks, poor curb ramps, and other pedestrian hazards that make walking Downtown undesirable. There are certain segments of downtown that have recently been improved under the Downtown District's design guidelines and requirements to provide red brick paver sidewalks that support a consistent look and feel.

## Legend

### Existing Sidewalks and Lengths

- Brick (5,329')
- 5' Wide & Good Condition (4,157')
- Poor or Narrow Condition (14,575')
- No Sidewalk Present (18,862')





## Sidewalk Conditions and Pedestrian Ramps

Curb ramps and crosswalks are also important for accessibility and walkability, especially as it relates to people using wheelchairs, walkers, or strollers. Numerous curb ramps at the signalized intersections are not ADA accessible with either no ramp, or a ramp that is inadequate or has been destroyed. Many of the ramp locations at the intersections direct the pedestrian into the middle of the intersection instead of safely onto the designated crosswalk. Improvements to the overall sidewalk network must also include curb ramps, access across driveways, and safe crosswalks at intersections.

Redesign of the signalized intersections would include ADA compliant ramps, wide well-marked crosswalks, pedestrian crossing priority, and clearly marked stop bars for cars to stop in advance of the crosswalk.

## Legend - FM 518 Existing Sidewalks

- A** - Narrow sidewalk adjacent roadway
- B** - Poor driveway acting as sidewalk
- C** - Poor curb ramp, non-ADA
- D** - No connecting sidewalk; poor ramp
- E** - Poor driveway, narrow sidewalk
- F** - Downtown standard brick pavers



## Bicycle Circulation

Through stakeholder engagement, public survey, and public meetings, people want to bike to the Downtown District destinations and would prefer there are designated and safe places to do so. Through the Houston-Galveston Area Council's regional bikeway viewer map, there are two lines designating an "Identified Bikeway Need" along FM 2351 and FM 518 within the Downtown District. Unfortunately, FM 518 have the right-of way for bike lanes, but there are opportunities to circulate bicycles towards the Downtown District without heavy vehicular conflicts on the major roadways. Currently, there are no signed bike routes near the Downtown District. However, this map presents a few potential corridors where signed bike routes could be considered in partnership with the City and the FDEDC, as the recommendations fall outside of the Downtown District boundary. Connections along Coward's Creek could also provide an off-street shared use path connecting Old City Park, Stevenson Park, and other neighborhoods and locations outside of the Downtown District. In addition to providing opportunities for bicyclists to get to Downtown from outlying areas, businesses within the district could also consider providing bicycle parking to encourage people to ride and stay a while.

## Legend

- Existing Trail
- Existing Bike Lane
- Proposed Bike Route within Downtown District
- Proposed Bike Route Outside Downtown District
- Regional Proposed Shared Use Path/Trail
- H-GAC Regional Bikeway Needs

Source: Team Analysis & H-GAC Regional Bicycle Plan



# Mobility Recommendations

The mobility characteristics assessed for the Downtown District Improvement Plan expands on previous improvements made and identifies public infrastructure-related improvements to be made to enhance the District improving safety, making it more inviting, and more accessible. Below are a few mobility-related recommendations identified as a result of this assessment. Many recommendations can be grouped into "intersection improvements" including curb ramps, mast arms, crosswalks, and pedestrian signals. However, each of these are discussed individually on the following pages.

## Sidewalks

To provide a more consistent walkable Downtown experience, it is recommended that the FDEDC prioritize completing the entire sidewalk network along FM 518 using the eight-foot wide brick paver design standards, and implementing six-foot wide standard concrete sidewalks along the adjacent streets off of FM 518.

Filling in the gaps of the sidewalk network is a priority.



Existing



Recommended 8' wide sidewalks

## Curb Ramps

To provide a safe, walkable, accessible Downtown experience, it is recommended that the FDEDC improve all curb ramps to allow people in wheelchairs, walkers, and people pushing strollers, safer access at intersections and driveways. The current curb ramps are substandard and prohibits pedestrian connectivity.



Existing



Recommended

Source: [blog.unitboston.org](http://blog.unitboston.org)

## Mobility Recommendations Continued

### Mast Arms at Intersections

The majority of the signalized intersections in Downtown are on span wire. To provide a more cohesive look throughout Downtown, replacing the span wire with black powder coated mast arms is recommended at the following intersections:

Edgewood  
Spreading Oaks  
Clearview  
Castlewood  
Whispering Pines  
Shadowbend will need black powder coating only.



Existing



Recommended

### Crosswalks and Pedestrian Signals

There are faded crosswalks at the signalized intersections Downtown, and eventual intersection reconstruction could allow for new crosswalks and other enhancements. Stamped concrete within the standard white crosswalk lines could be one option during reconstruction.

In the interim, repainting the crosswalks with a pattern or stylized paint may be considered.



Existing



Recommended



## Mobility Recommendations Continued

### Signed Bicycle Routes

There are opportunities to implement signed bicycle routes on low-speed, low-traffic corridors, to access and circulate within the Downtown District. Per the proposed bikeways map, signed bicycle routes are recommended within the district along Shadowbend, Morningside, Spreading Oaks, Laurel, and East Castlewood. Signed bicycle routes outside of the district that connect to the district are recommended along Quaker, Cedarwood, and Winding Way. Coordination will be required with the City outside the FDEDC boundaries.



Existing Low-Traffic Downtown Street



Recommended Bike Route Signage

### FM 2351 Intersection Study

Travel time runs indicated considerable delay at the intersection of FM 2351 and FM 518. Residents also expressed frustration with delay at the intersection as well as concerns of adequate storage for left-turning vehicles. It is recommended the FDEDC request TxDOT to study the intersection to improve signal operations.



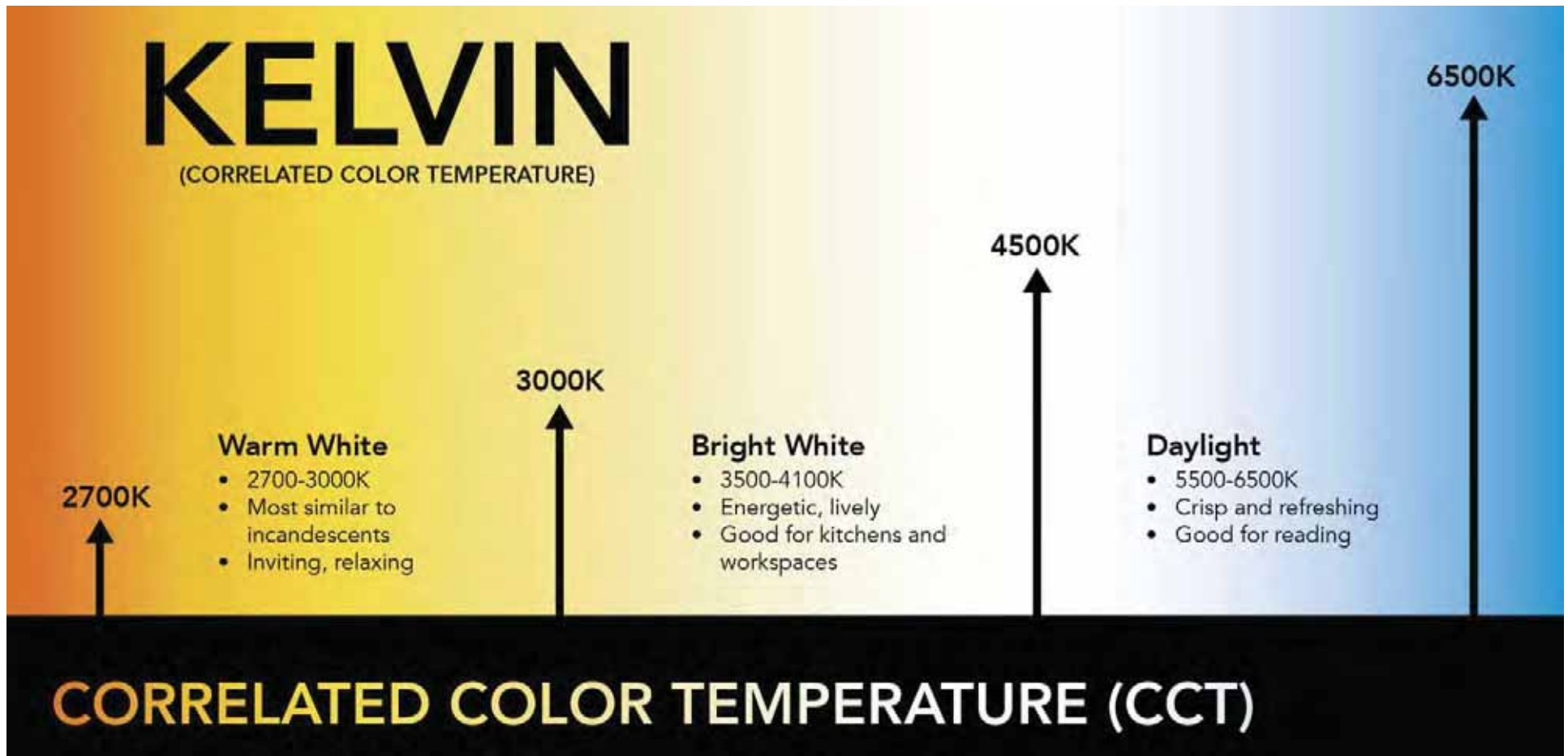
Existing FM 2351 Intersection



Existing Parking at Major Events

### Downtown Shared Parking Study

Parking is not usually an issue, but for major events and other parking concerns, a shared parking study could be performed to facilitate parking agreements between businesses.



### High Pressure Sodium vs. LED Lighting

High Pressure Sodium (HPS), which is currently in use by TNMP, is a type of lamp that has been used heavily for roadway lighting since the mid-60's but it can no longer compete with the quality and performance of LED technology. LED lighting provides a more efficient source of light, thus a lower utility bill as less energy is needed to run them. They also provide several color temperatures (CCT) to choose from, and better color rendering (CRI). The higher the CRI the more the colors will pop.





## Texas-New Mexico Power Flood Lights

Texas-New Mexico Power (TNMP) only offers 100 watt and 200 watt HPS flood lights which have several major flaws:

- Lamp Life of HPS vs LED (24,000 hours vs up to 100,000 hours)
- Low color rendering (HPS rates only 24 for color rendering ability, while LED street lights are typically in the 80s—100 is a perfect score),
- An overly yellow color temperature and poor beam control causes excessive light trespass and light pollution. Light pollution means the overall amount of light in an area increases, which is why we can't see as many stars in the sky the closer we are to cities. Light trespass means unwanted light spills onto adjacent properties. We want to keep the light where it belongs and try to avoid letting it go where it doesn't.





## Lighting Recommendation

The district should also enforce what Correlate Color Temperature (CCT) range should be allowed in certain areas to keep the consistent lighting approach long after this phase of development is complete.

Unfortunately, existing pedestrian lights have metal halide lamps, an outdated technology that may become unavailable in the future. In addition, the requirement to have 2 lights per property can result in uneven spacing, leading to distracting light and dark spots along the corridor. Replacing all lights with LED fixtures at a consistent spacing will create a uniform, consistent, appearance. Residents, workers, and visitors will feel safe and welcome, leading to an active evening district.

Because Friendswoodians cherish the old Live Oaks at Friends Church and Cemetery in the "Heart of the District", uplighting those trees will enhance their status as symbols of the community and create a stunning signature element for the district.

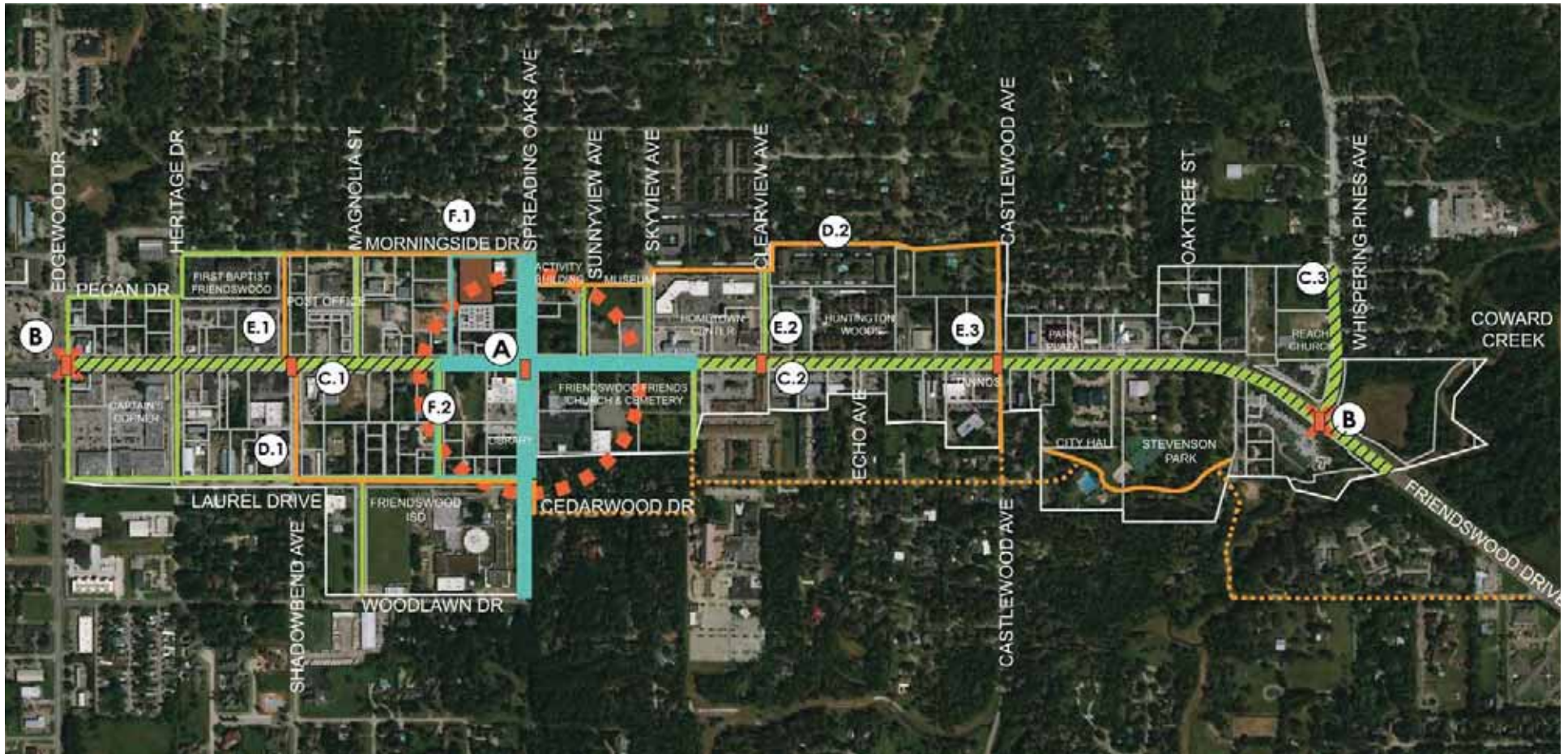
Note that specific light poles and fixtures have not been selected, but the general scale and spacing are proposed.



## PROJECTS AND OPPORTUNITIES







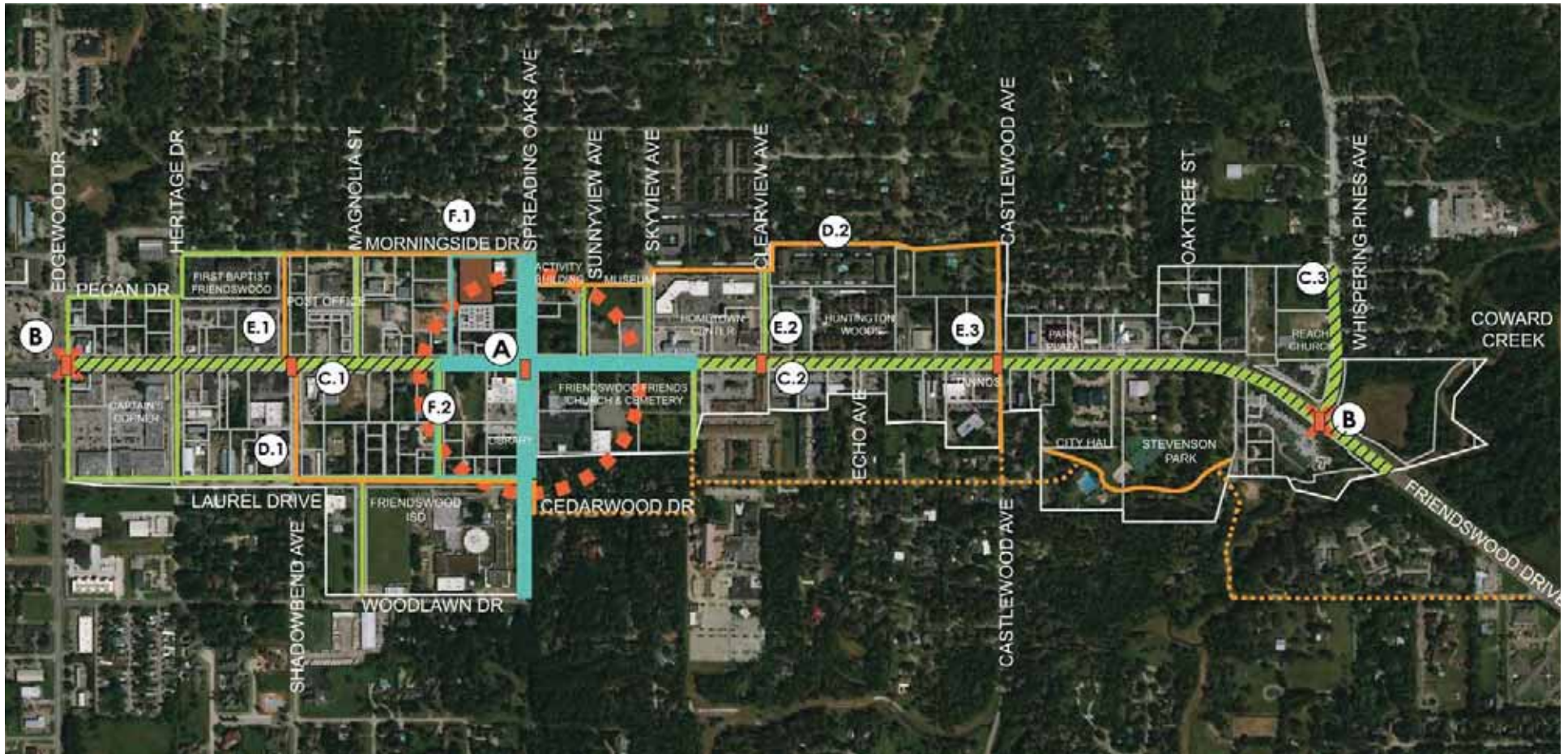
## Downtown District Improvement Plan

The Downtown District Improvement Plan identifies projects within the District Boundaries that can be funded and implemented by the FDEDC. The projects must be within the public realm and contribute to the economic development of the District. Through our process, we have identified projects that will bring a cohesive, consistent appearance to the District's streetscape, creating a distinct identity and sense of place. This recognizable framework will allow the architectural styles of buildings on private property to vary within it without detracting from the District's identity. These improvements will attract appropriate development and bring people Downtown, creating a vibrant, active area that will support both existing and new businesses.

The design guidelines for the Downtown District currently require developers to build brick and concrete sidewalks, plant street trees, and install benches and pedestrian scaled lights. These improvements have been implemented in a piecemeal, inconsistent fashion over time as properties have been developed. Undeveloped properties often have substandard or no sidewalks or pedestrian lighting, creating gaps in a safe, walkable district. Having the FDEDC fund and implement these improvements will result in a cohesive streetscape that serves the entire District.

Improvements within the proposed projects include brick paver sidewalks, concrete sidewalks on side streets, pedestrian and roadway lighting, street trees, landscaping, branding elements, crosswalks and mast arm traffic signals. The specification of actual materials and products would be part of the proposed projects.





## Projects

The projects are keyed in alphabetical order in a general order of priority, but they may be implemented in any order as funding becomes available. We believe constructing all improvements in the Heart of the District at S. Friendswood Drive and Spreading Oaks would create an inspiring precedent, but improvements may be implemented in layers rather than zones if funding dictates such an approach. For example, it is possible to construct the sidewalks throughout the District before improving the lighting or planting additional street trees rather than constructing a complete streetscape in a particular area. In addition, intersections may be improved independently of other projects.

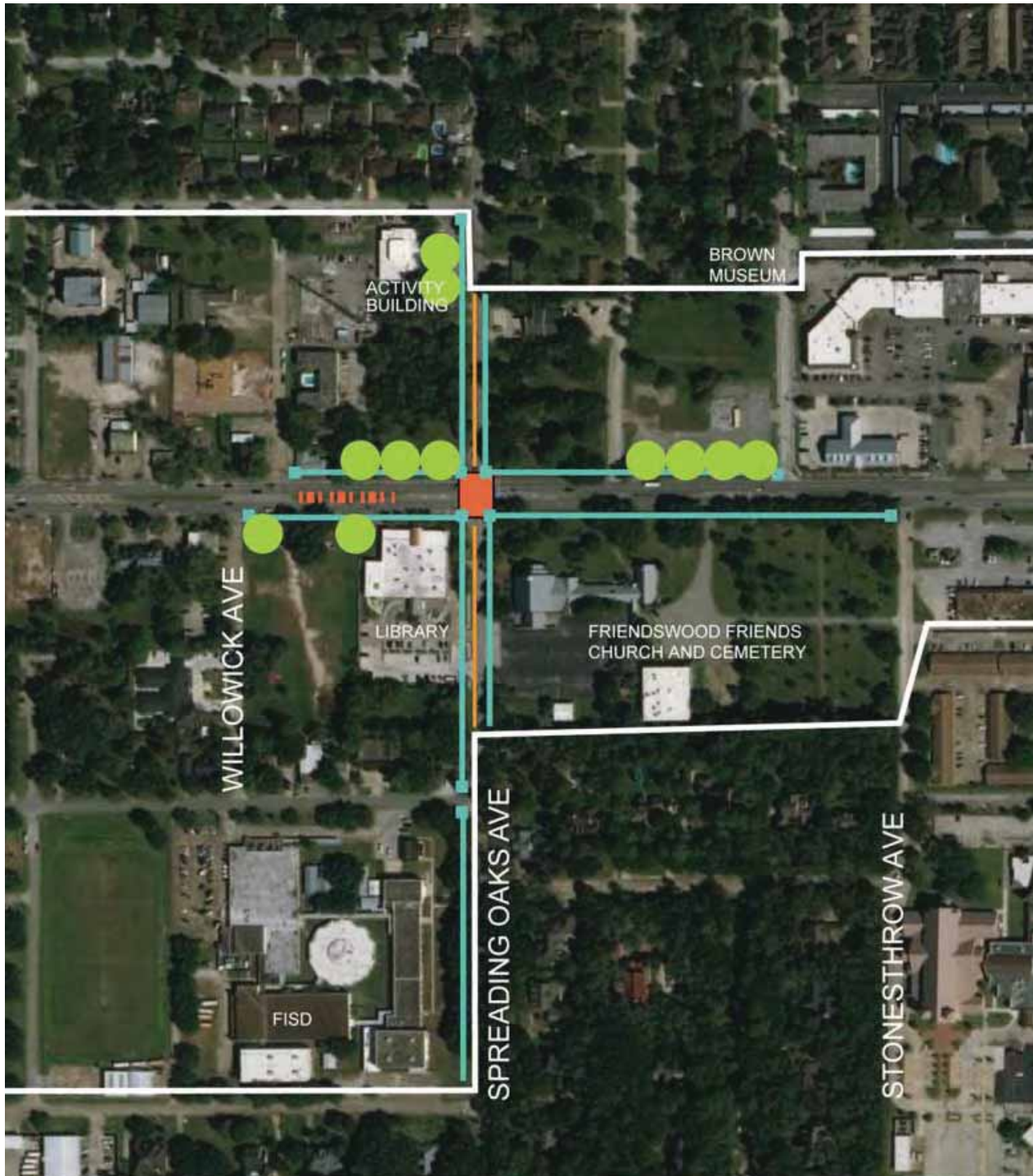
Branding concepts are an independent project that will apply to the District as a whole. The branding concepts have been developed in

conjunction with the Downtown District Improvement Plan and can be found in the Appendix.

In addition, we recommend that the City request a traffic study of FM 518 from TXDOT. Timed runs through the District at morning and evening rush hours indicated that traffic moves through fairly quickly at 30 mph, becoming congested primarily at the Edgewood Drive intersection on the western end. Perhaps the lights could be timed differently or existing lanes could be designated as turn lanes only to move traffic through the intersection more efficiently without major reconstruction.

Note that 30 mph is an appropriate speed for both commuting and noticing attractive businesses along the way. This speed should be consistently enforced.





## Project A

### Heart of the Downtown

Friendswoodians identified this area as the heart of downtown throughout our public input process. In addition to the historic church, cemetery and Live Oaks, the well-used library is located on S. Friendswood Drive. Two new, mixed-use development projects are also underway. The City of Friendswood Activity Center anchors the area on the north, while the Friendswood Independent School District property anchors it on the south. This property has great potential for shared use or development, pulling activity into the quieter side streets and away from the traffic on FM 518.

Care must be taken to preserve the existing Live Oaks in front of Friends Church and Cemetery. Consider setting the brick sidewalk further from the curb to preserve roots through obtaining easements on the property. Uplighting these Live Oaks will highlight their historical value and create a magical nighttime feature for Downtown.

Add street trees on the north side of S. Friendswood Drive to create a green ceiling for the parkway. Add consistently spaced pedestrian and street lights throughout. Add site furnishings in appropriate locations. The median in front of the library is wide enough to accommodate a feature of some sort. Larger trees, sculpture or branding elements may be considered.

Overhead utility lines should be buried where possible.

A completed streetscape with an upgraded intersection featuring enhanced crosswalks and mast arm traffic signals would serve as a prototype for the rest of the District.





## Project A

Brick sidewalks  
Lighting  
Street  
Pedestrian  
Historic Live Oaks  
Feature

Signed bike route on  
Spreading Oaks  
Intersection improvements  
Crosswalks  
Traffic signals  
Site amenities  
Street furniture  
Features

Trees and landscaping

Buried utility lines





## Project B

### Gateways/ Intersections

Many members of the public commented that they did not know where Downtown Friendswood is. If citizens of Friendswood do not know where it is, commuters traveling through certainly do not. Establishing gateways at the east and west ends of the District along Friendswood Drive will define its major boundaries and alert drivers that they are entering a special area. Improved intersections with mast arm traffic signals and updated crosswalks, along with branding elements such as gateway pylons and painted bridge walls, will signify the District's major entries.

Note that specific design of the improvements would be part of the project. The images pictured here are just precedents.





## Project B Gateways/ Intersections

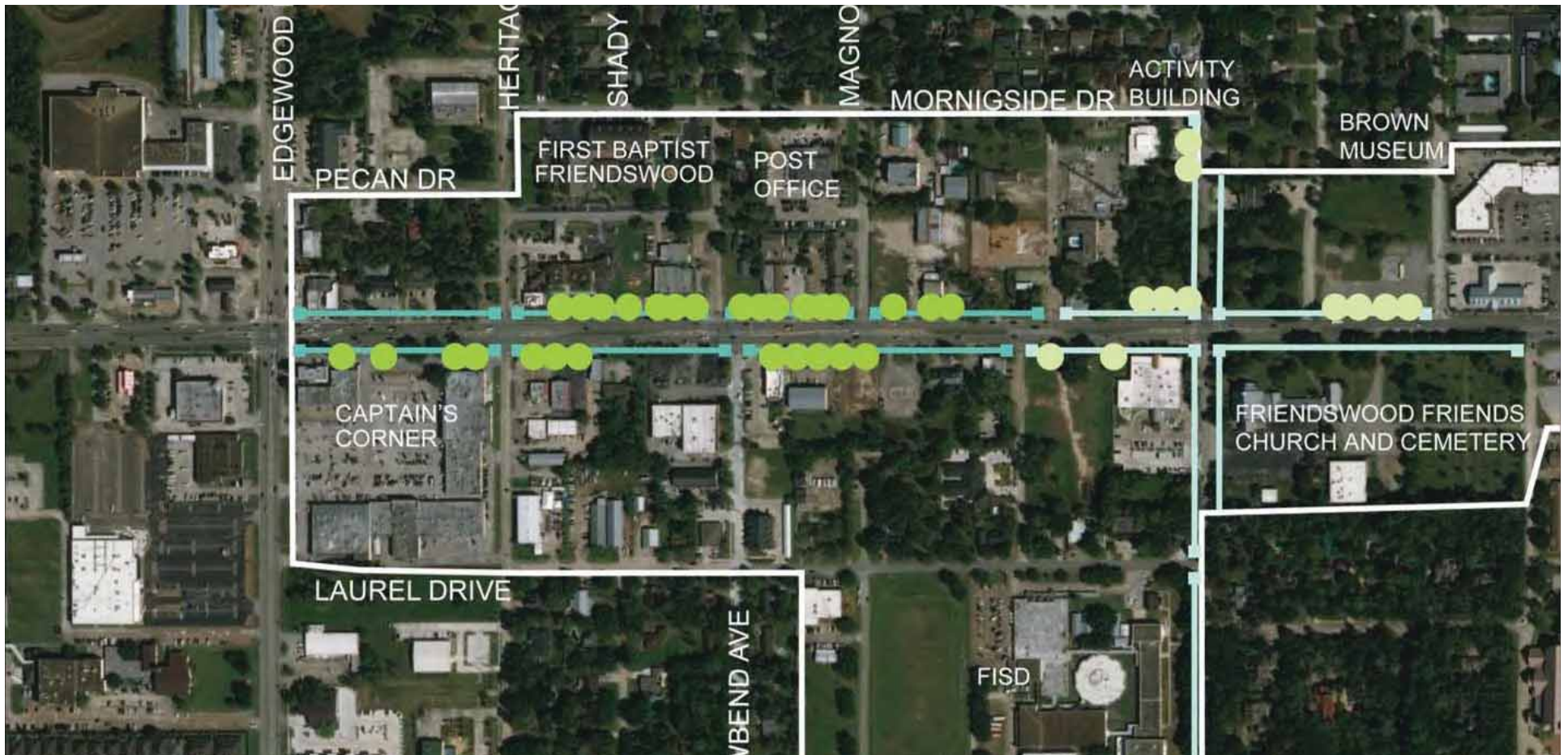
Branding elements

Intersection improvements

Crosswalks

Traffic signals

Buried utility lines



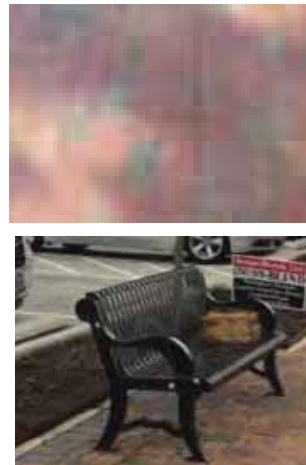
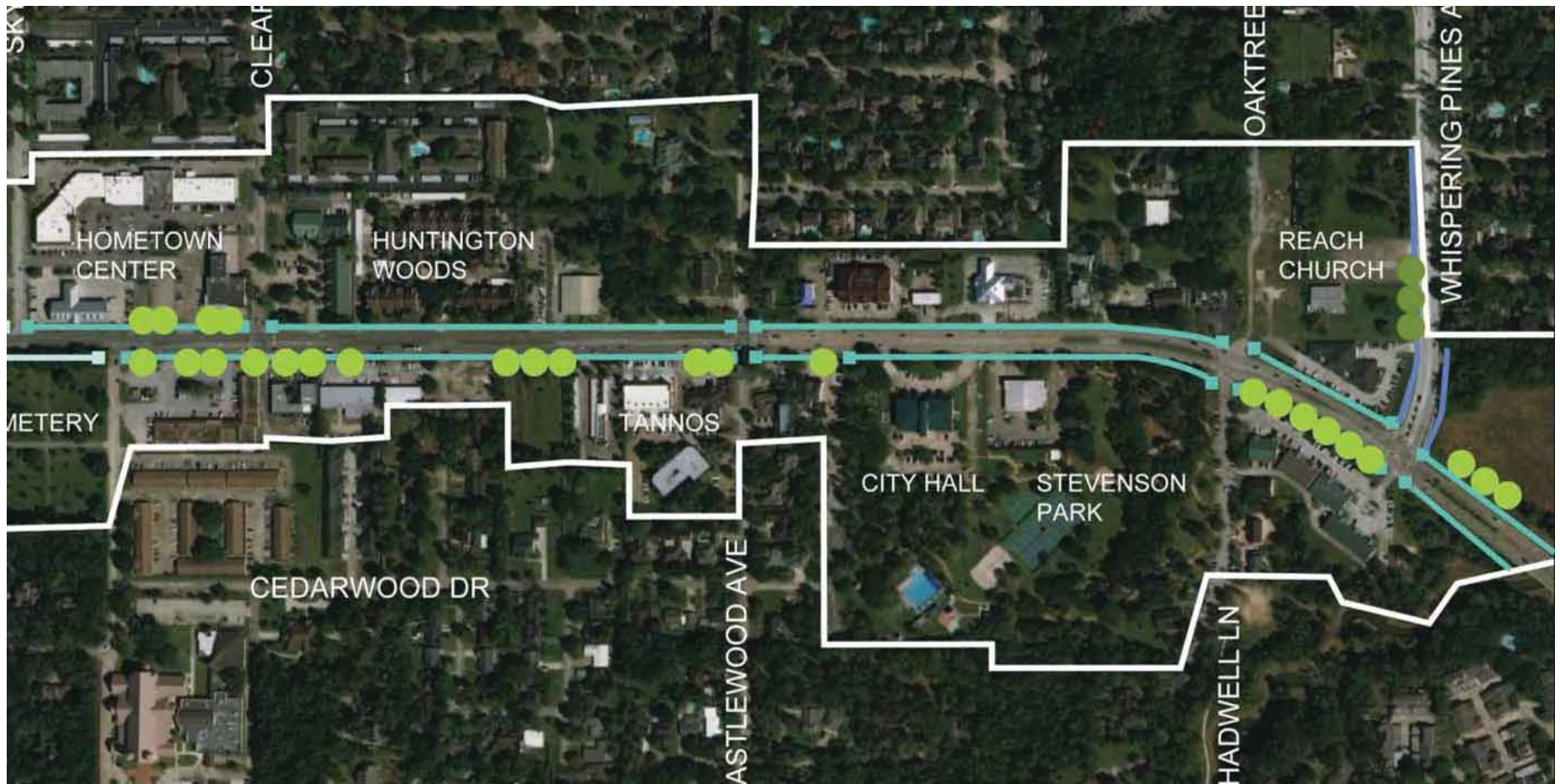
## Project C

### Streetscape Enhancements

Connecting the Heart of Downtown with the Gateways through consistent streetscape enhancements on the remaining stretches of S. Friendswood Drive would achieve the cohesive identity the District is seeking. Extending the streetscape improvements to the north on Whispering Pines would capture that area with developable properties, welcoming drivers entering from the north into the District at its boundary.

Streetscape enhancements will include brick sidewalks, pedestrian and street lights, street trees and landscaping, and site furnishings. Overhead utility lines should be buried where possible. Note that specific design of the improvements would be part of the project. The images pictured here are just precedents.





Brick sidewalks

Lighting

Street  
Pedestrian

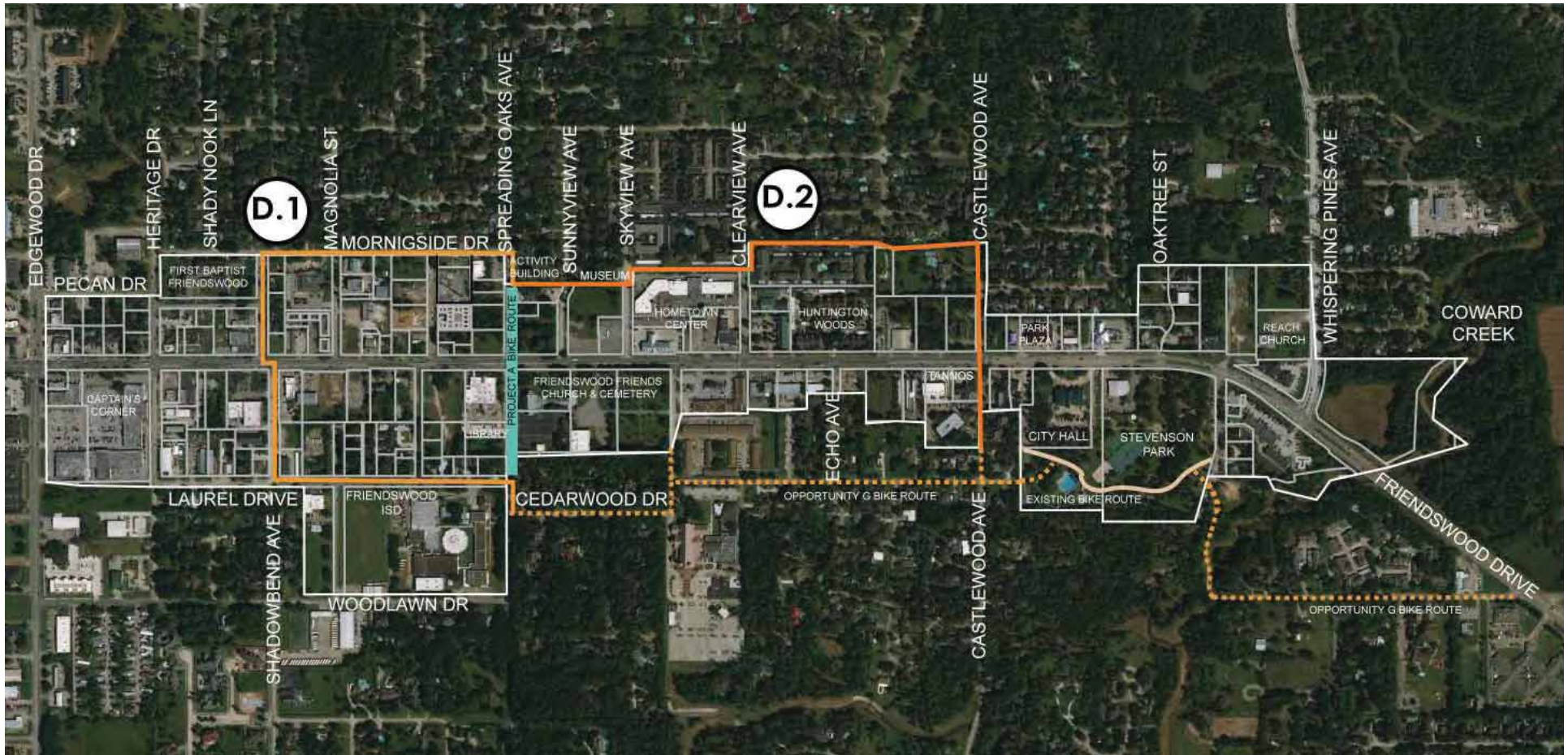
Site amenities

Street furniture  
Features

Trees and landscaping

Buried utility lines

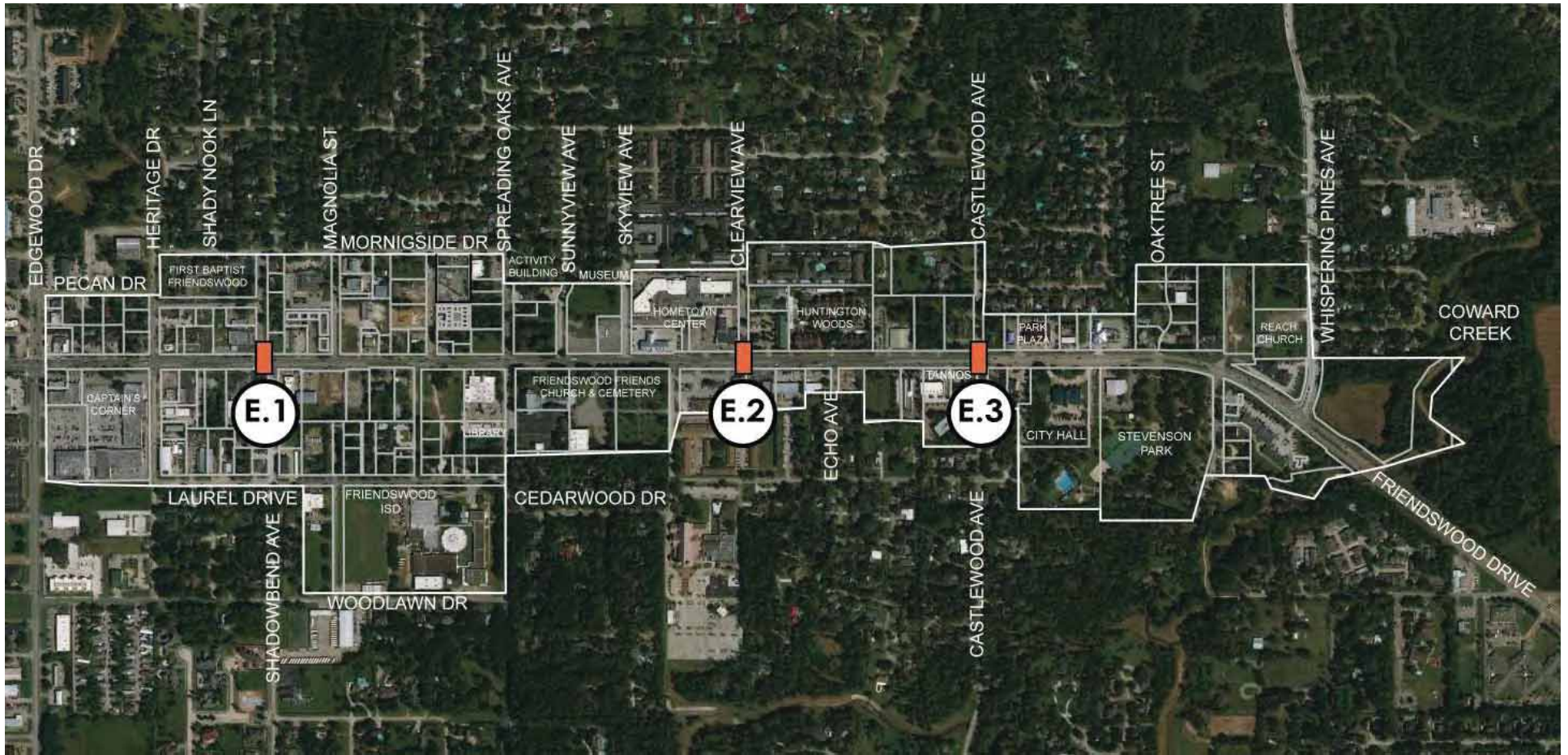




## Project D Cycling Routes

Connectivity throughout the region is key to the Downtown District's success. Many members of the public commented on the difficulty they have cycling safely to restaurants and events downtown. Others responded positively to the survey question asking if they would bike to downtown in the future. Our team identified safe, efficient routes connecting through and around the District and on to proposed regional bike trails. Because the existing streets are fairly narrow and lightly traveled at this time, no bike lanes are proposed. Signage identifying cycling routes is proposed on streets within the District boundaries. Additional signage outside the boundaries to complete the routes would have to be funded and implemented by another entity.





## Project E Intersection Improvments

The remaining intersections on S. Friendswood Drive should be enhanced with mast arm traffic signals and upgraded crosswalks to be consistent with previous intersection improvements.

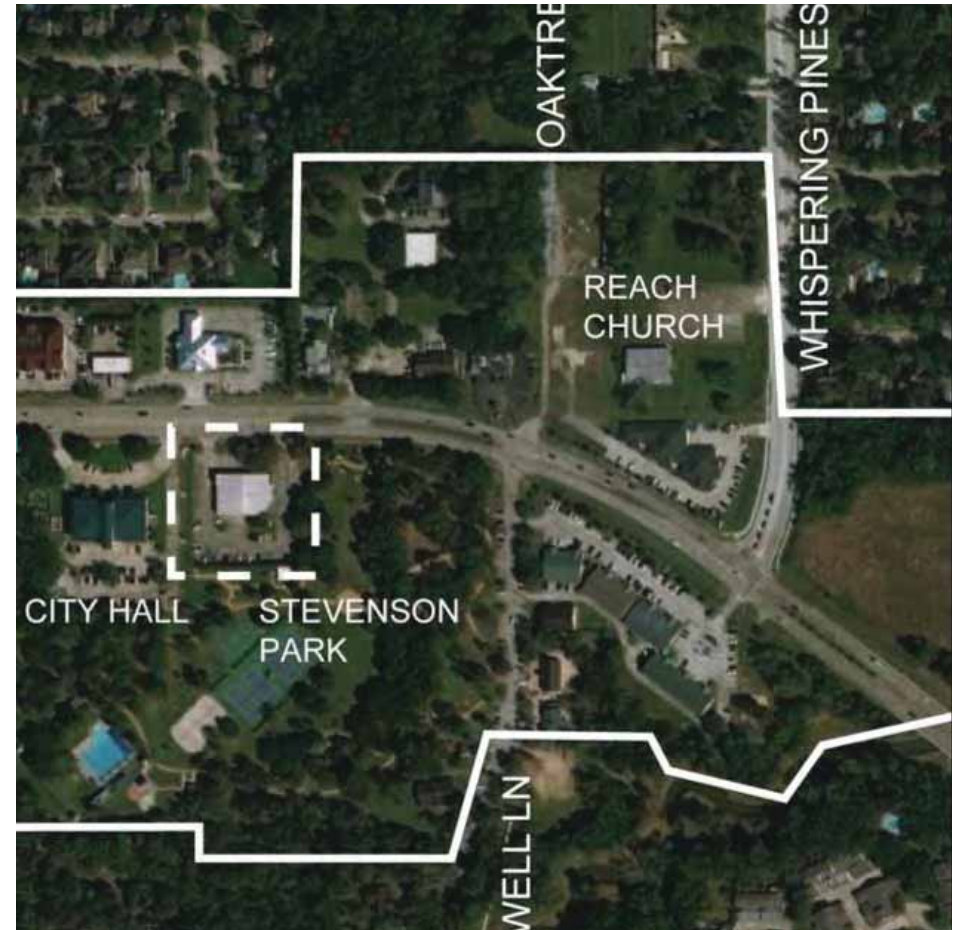






Project F  
Activity Center Project

The Activity Center has underutilized land where a structure previously stood. Developing this area into a multi-purpose space that could be programmed for activities and special events would draw visitors into the side streets of the District and increase pedestrian and cycling traffic. Consider collaborating on events with the Masonic Lodge across the street by making use of their outdoor barbecue pit and picnic area.



Project G  
Project Next to Stevenson Park

The area next door to City Hall where the Fire Station previously stood is within the District and could be improved with FDEDC funds. Because that area is already under study by another organization, however, it is not considered a priority for the FDEDC.



## Project H Street Signs and Stop Signs

Carrying the branding throughout the District by including the logo, fonts and colors on street signs and upgrading the stop signs to include uniform posts and black backs will reinforce the Downtown identity.



## Project I Banner Program

Introducing the branding concepts to the District through an upgraded banner program will unify and enliven Downtown.





## Opportunities

Opportunities are projects that would support the development of the Downtown District as an active, engaging area but that cannot be implemented with FDEDC funds, either because they are on private property or outside the District boundaries. The following recommendations originated in discussions with stakeholders.

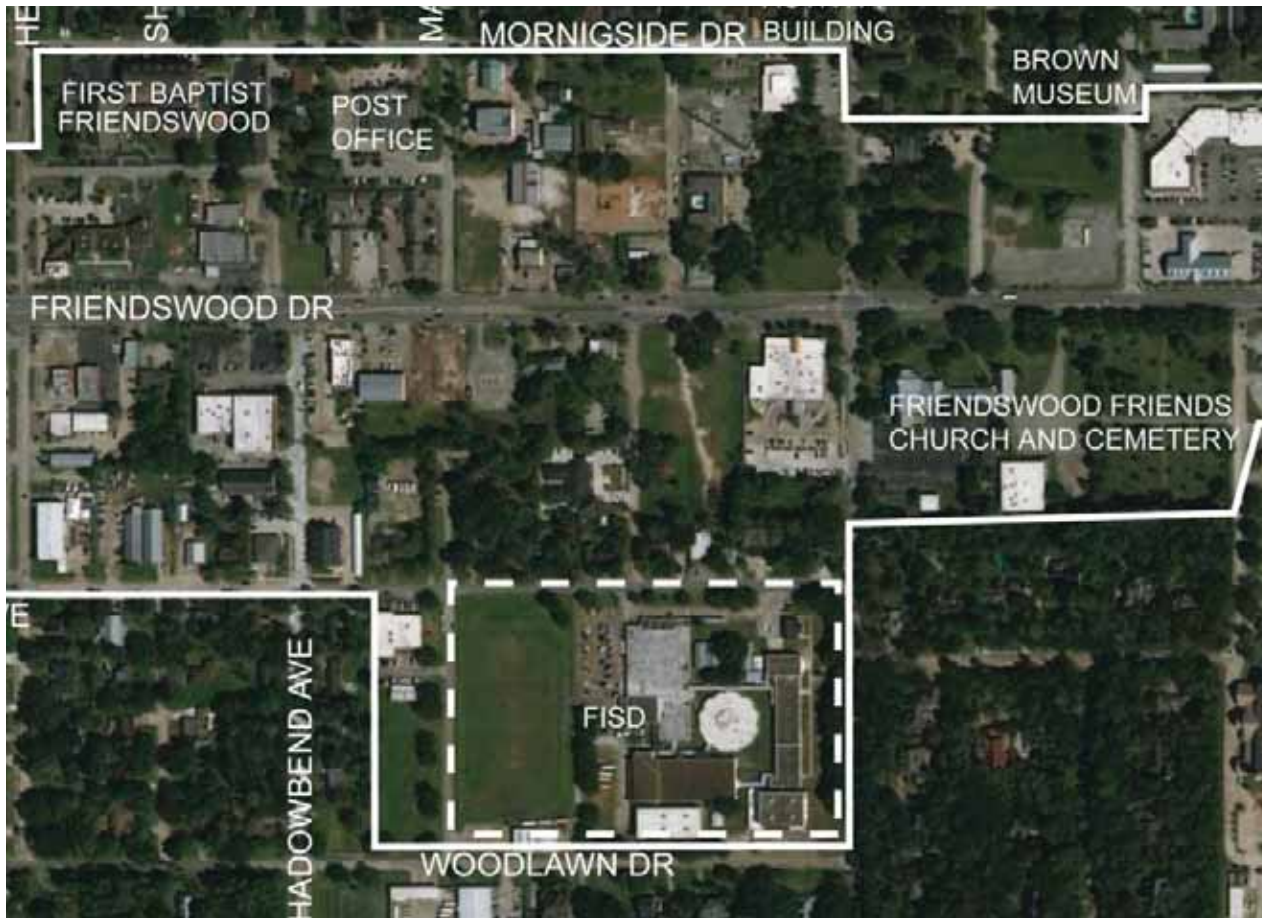




## Opportunity A Food Service

The Anson Jones Lodge, Friendswood's Masonic Lodge, has a large outdoor barbecue pit, picnic area and commercial kitchen that are available for use by other organizations. With some minor improvements, the facilities could function as a weekend breakfast spot, Sunday afternoon barbecue spot, or special event food service facility to supplement the Activity Center. Activating the side streets of the District by providing more food service options will encourage development away from the traffic along FM 581, creating the slower paced, smaller scaled, "quaint" district that Friendswoodians desire.



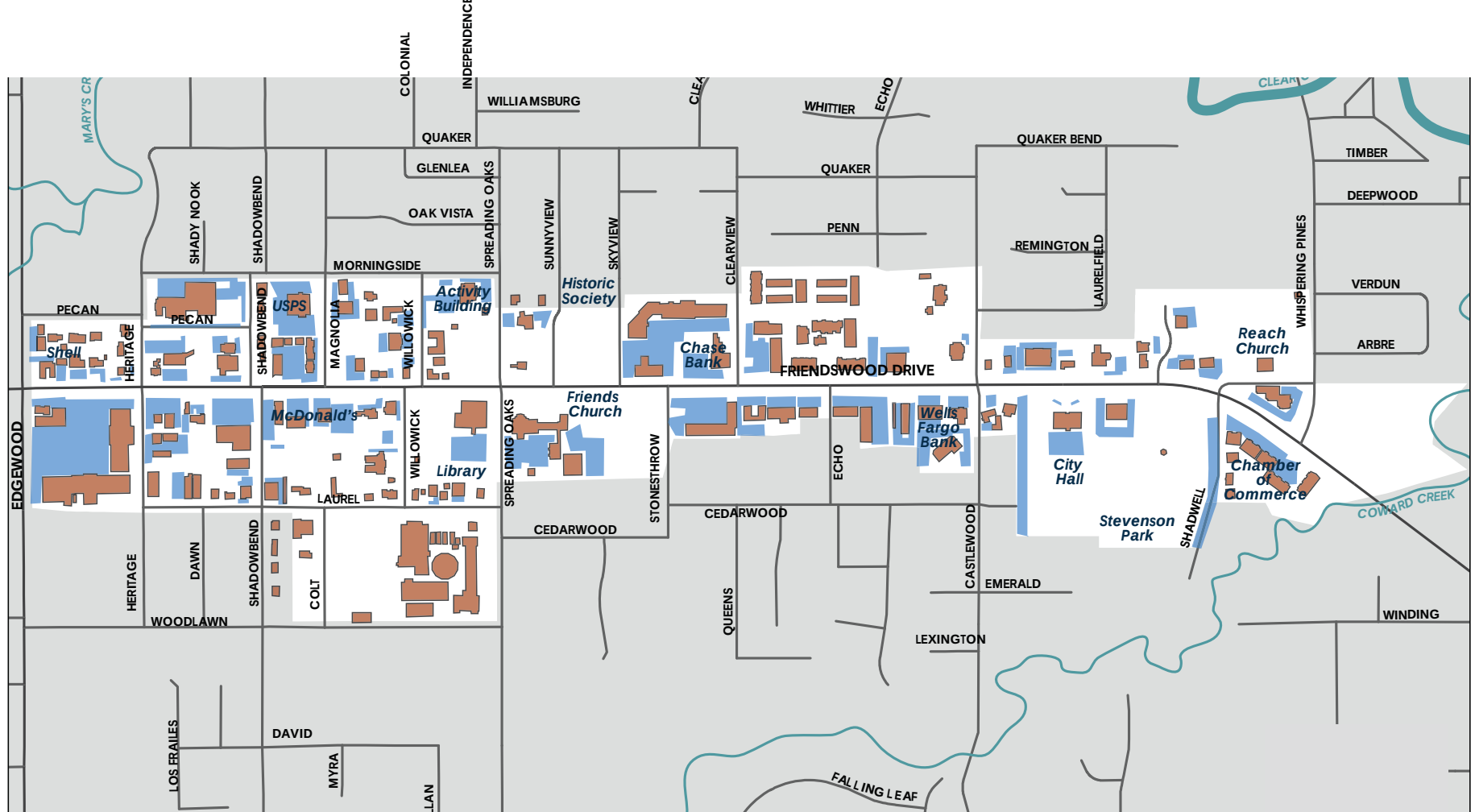


## Opportunity B Shared Facilities

Friendswood Independent School District owns a large parcel in the Heart of Downtown. A former school, the facilities are now partially used by FISH, partially leased, and partially a museum that is open only occasionally. In addition to buildings, included a cafeteria, the property includes sports fields. Activating these spaces through special events would draw visitors to the District, increasing the customer base for businesses.

The open space serves as a green counterpart to Stevenson Park and could potentially be programmed with more teen-oriented activities and special events, such as movies in the park, music festivals, parkour and yoga classes, etc. High school students in our stakeholder meetings mentioned that they love Stevenson Park but find the movies and activities geared toward younger children.

Increasing traffic to the area by opening more of the property up to businesses or mixed-use development would benefit the District, as well.

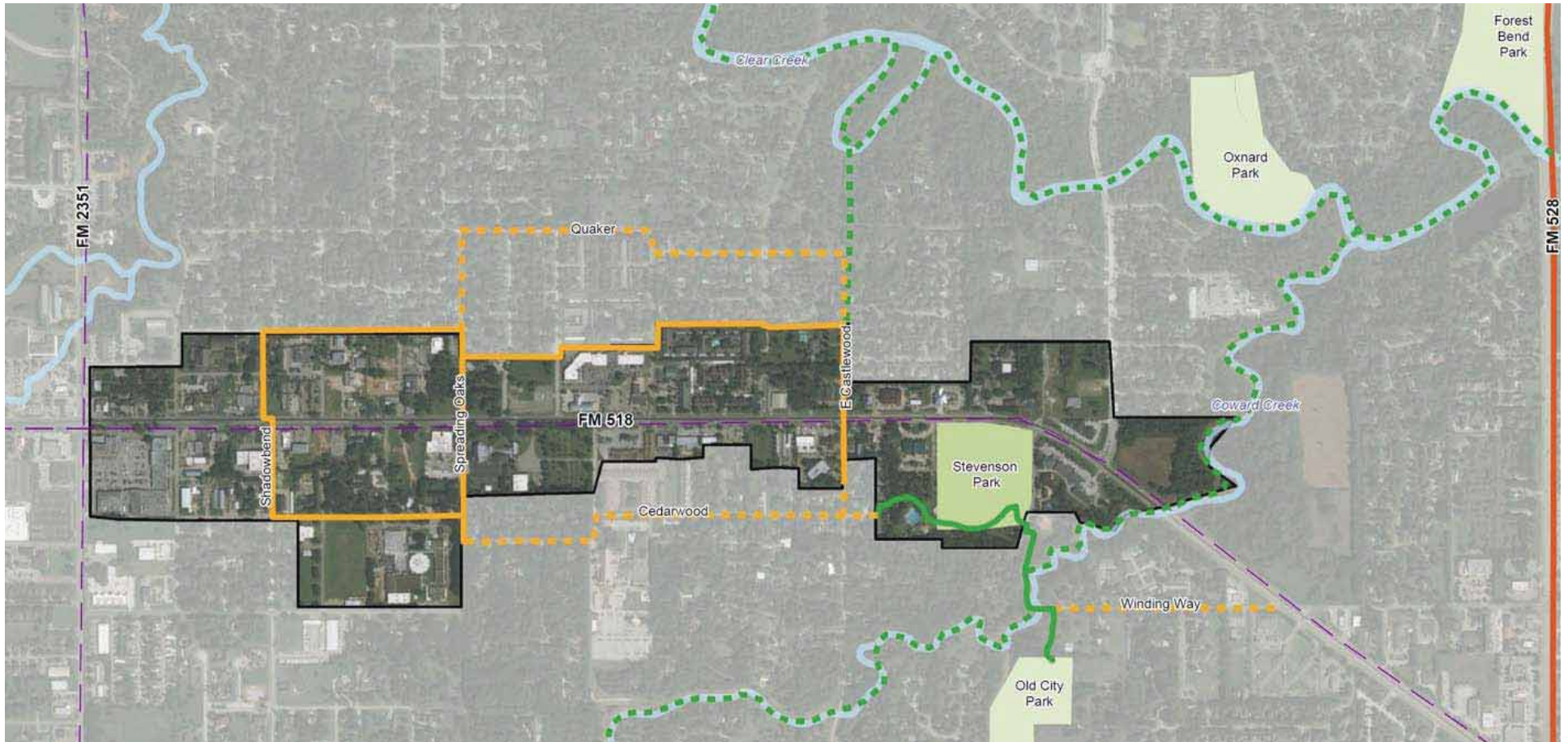


## Opportunity C

### Shared Parking

While parking is an issue during special events, the Downtown District appears to have adequate parking already in place. Church parking lots are typically underutilized except on Sundays, and shared use agreements could be worked out with them for parking at other times if the District becomes more pedestrian and bike friendly. Shuttles could take people from the lots to Stevenson Park for festivals. Some of the Tannos Development properties already have shared parking agreements in place..





## Opportunity D

### Signed Bike Route

As discussed in Project D, the proposed cycling routes extend beyond the District boundaries. Another entity will need to fund and implement a signage program identifying the routes in those areas.





## Opportunity E Storefront Branding

Engaging the District businesses in promoting the District brand will strengthen and reinforce it. Opportunities exist throughout the District for adding logos and branding material to active storefronts and even vacant building fronts. Creating unique displays, such as the annual scarecrow contest, will draw visitors to the District.



## PROBABLE COSTS





*Heart of the Downtown*

|                                                                                        |       |    |           |                |
|----------------------------------------------------------------------------------------|-------|----|-----------|----------------|
| Demo existing sidewalk                                                                 | 1814  | sy | 25.00     | \$45,350.00    |
| 8' Brick Sidewalks: Including 4.5" concrete base under pavers and 4" edge along pavers | 4,563 | lf | 133.33    | \$608,400.00   |
| Curb Ramps                                                                             | 27    | ea | 2700.00   | \$72,900.00    |
| Demo existing driveway                                                                 | 466   | sy | 26.00     | \$12,107.33    |
| Driveways Paved: 7" concrete                                                           | 466   | sy | 70.00     | \$32,596.67    |
| Driveway: 6" curb                                                                      | 480   | lf | 15.00     | \$7,200.00     |
| Intersection Rebuild: Including mast arms, ped signals, curb ramps, striping           | 1     | ls | 250000.00 | \$250,000.00   |
| Intersection Crosswalks: Stamped Concrete                                              | 222   | sy | 85.00     | \$18,888.89    |
| Streetscape Lighting                                                                   | 1440  | lf | 75.00     | \$108,000.00   |
| Tree Uplighting                                                                        | 14    | ea | 1000.00   | \$14,000.00    |
| Median Installation                                                                    | 1     | ls | 200000.00 | \$200,000.00   |
| Landscape                                                                              | 1440  | lf | 80.00     | \$115,200.00   |
| Irrigation                                                                             | 20160 | sf | 0.85      | \$17,136.00    |
| Engineering/Design (15%)                                                               |       |    |           | \$225,266.83   |
| Mobilization for Intersection Rebuild (10%)                                            |       |    |           | \$26,888.89    |
| Mobilization for Sidewalks Rebuild (3%)                                                |       |    |           | \$23,356.62    |
| 30% Contingency                                                                        |       |    |           | \$410,832.87   |
| Project A Sub-Total                                                                    |       |    |           | \$2,188,124.10 |

*Gateways and Intersection Improvements*

|                                                                                                |     |    |           |                |
|------------------------------------------------------------------------------------------------|-----|----|-----------|----------------|
| Intersection Rebuild, Edgewood: Including mast arms, ped signals, curb ramps, striping         | 1   | ls | 300000.00 | \$300,000.00   |
| Intersection Rebuild, Whispering Pines: Including mast arms, ped signals, curb ramps, striping | 1   | ls | 250000.00 | \$250,000.00   |
| Intersection Crosswalks, Edgewood: Stamped Concrete                                            | 290 | sy | 85.00     | \$24,631.11    |
| Intersection Crosswalks, Whispering Pines: Stamped Concrete                                    | 234 | sy | 85.00     | \$19,871.11    |
| Entry Markers                                                                                  | 5   | ls | 50000.00  | \$250,000.00   |
| Entry Marker Lighting                                                                          | 5   | ea | 3000.00   | \$15,000.00    |
| Graphics                                                                                       | 1   | ls | 20000.00  | \$20,000.00    |
| Engineering/Design (15%)                                                                       |     |    |           | \$131,925.33   |
| Mobilization for Intersection Rebuild (10%)                                                    |     |    |           | \$59,450.22    |
| 30% Contingency                                                                                |     |    |           | \$257,850.67   |
| Project B Sub-Total                                                                            |     |    |           | \$1,328,728.44 |

|                                                               |       |    |           |                |  |
|---------------------------------------------------------------|-------|----|-----------|----------------|--|
| <i>Pedestrian Enhancements 1</i>                              |       |    |           |                |  |
| Demo exsiting sidewalk                                        | 1973  | sy | 25.00     | \$49,325.00    |  |
| 8" Brick Sidewalks: Including 4.5" concrete base under pavers | 4,332 | lf | 133.33    | \$577,600.00   |  |
| Curb Ramps                                                    | 72    | ea | 2700.00   | \$194,400.00   |  |
| Demo existing driveway                                        | 760   | sy | 26.00     | \$19,765.78    |  |
| Driveways Paved: 7" concrete                                  | 760   | sy | 70.00     | \$53,215.56    |  |
| Driveway: 6" curb                                             | 840   | lf | 15.00     | \$12,600.00    |  |
| Intersection Crosswalks, Shadow Bend : Stamped Concrete       | 195   | sy | 85.00     | \$16,546.67    |  |
| Streetscape Lighting                                          | 2080  | lf | 75.00     | \$156,000.00   |  |
| Wire Relocation                                               | 1     | ls | 125400.00 | \$125,400.00   |  |
| Landscape                                                     | 2080  | lf | 80.00     | \$166,400.00   |  |
| Irrigation                                                    | 29120 | sf | 0.85      | \$24,752.00    |  |
| Engineering/Design (15%)                                      |       |    |           | \$209,400.75   |  |
| Mobilization for Sidewalks Rebuild (3%)                       |       |    |           | \$27,703.59    |  |
| 30% Contingency                                               |       |    |           | \$361,455.90   |  |
| Project C.1 Sub-Total                                         |       |    |           | \$1,994,565.24 |  |

|                                                               |       |    |           |                |  |
|---------------------------------------------------------------|-------|----|-----------|----------------|--|
| <i>Pedestrian Enhancements 2</i>                              |       |    |           |                |  |
| Demo exsiting sidewalk                                        | 2664  | sy | 25.00     | \$66,600.00    |  |
| 8" Brick Sidewalks: Including 4.5" concrete base under pavers | 5,265 | lf | 133.33    | \$702,000.00   |  |
| Curb Ramps                                                    | 41    | ea | 2700.00   | \$110,700.00   |  |
| Demo existing driveway                                        | 847   | sy | 26.00     | \$22,022.00    |  |
| Driveways Paved: 7" concrete                                  | 847   | sy | 70.00     | \$59,290.00    |  |
| Driveway: 6" curb                                             | 66    | lf | 15.00     | \$990.00       |  |
| Streetscape Lighting                                          | 4050  | lf | 75.00     | \$303,750.00   |  |
| Wire Relocation                                               | 1     | ls | 125400.00 | \$125,400.00   |  |
| Landscape                                                     | 4050  | lf | 40.00     | \$162,000.00   |  |
| Irrigation                                                    | 28350 | lf | 0.85      | \$24,097.50    |  |
| Engineering/Design (15%)                                      |       |    |           | \$236,527.42   |  |
| Mobilization for Sidewalks Rebuild (3%)                       |       |    |           | \$28,848.06    |  |
| 30% Contingency                                               |       |    |           | \$417,225.60   |  |
| Project C.2 Sub-Total                                         |       |    |           | \$2,259,450.58 |  |

|                                                               |       |    |           |              |  |
|---------------------------------------------------------------|-------|----|-----------|--------------|--|
| <i>Pedestrian Enhancements 3</i>                              |       |    |           |              |  |
| Demo exsiting sidewalk                                        | 417   | sy | 25.00     | \$10,425.00  |  |
| 8" Brick Sidewalks: Including 4.5" concrete base under pavers | 953   | lf | 133.33    | \$127,061.33 |  |
| Curb Ramps                                                    | 4     | ea | 2700.00   | \$10,800.00  |  |
| Demo existing driveway                                        | 51    | sy | 26.00     | \$1,326.00   |  |
| Driveways Paved: 7" concrete                                  | 51    | sy | 70.00     | \$3,570.00   |  |
| Driveway: 6" curb                                             | 80    | lf | 15.00     | \$1,200.00   |  |
| Streetscape Lighting                                          | 835   | lf | 75.00     | \$62,625.00  |  |
| Wire Relocation                                               | 1     | ls | 125400.00 | \$125,400.00 |  |
| Landscape                                                     | 835   | lf | 80.00     | \$66,800.00  |  |
| Irrigation                                                    | 11690 | sf | 0.85      | \$9,936.50   |  |
| Engineering/Design (15%)                                      |       |    |           | \$62,871.57  |  |
| Mobilization for Sidewalks Rebuild (3%)                       |       |    |           | \$4,631.47   |  |
| 30% Contingency                                               |       |    |           | \$102,722.20 |  |
| Project C.3 Sub-Total                                         |       |    |           | \$589,369.08 |  |

|                        |      |      |          |             |  |
|------------------------|------|------|----------|-------------|--|
| <i>Cycling Route 1</i> |      |      |          |             |  |
| Signage                | 0.75 | mile | 50000.00 | \$37,500.00 |  |
| 30% Contingency        |      |      |          | \$11,250.00 |  |
| Project D.1 Sub-Total  |      |      |          | \$48,750.00 |  |

|                        |   |      |          |             |  |
|------------------------|---|------|----------|-------------|--|
| <i>Cycling Route 2</i> |   |      |          |             |  |
| Signage                | 1 | mile | 50000.00 | \$50,000.00 |  |
| 30% Contingency        |   |      |          | \$15,000.00 |  |
| Project D.2 Sub-Total  |   |      |          | \$65,000.00 |  |

|                                                                                   |     |    |           |              |
|-----------------------------------------------------------------------------------|-----|----|-----------|--------------|
| <i>Clearview Intersection</i>                                                     |     |    |           |              |
| Intersection Rebuild: Including mast arms, ped signals, curb ramps, striping, etc | 1   | ls | 250000.00 | \$250,000.00 |
| Intersection Crosswalks: Stamped Concrete                                         | 201 | sy | 85.00     | \$17,075.56  |
| Engineering/Design (15%)                                                          |     |    |           | \$40,061.33  |
| Mobilization for Intersection Rebuild (10%)                                       |     |    |           | \$26,707.56  |
| 30% Contingency                                                                   |     |    |           | \$80,122.67  |
| Project E.1 Sub-Total                                                             |     |    |           | \$413,967.11 |

|                                 |  |  |  |     |
|---------------------------------|--|--|--|-----|
| <i>Shadowbend Intersections</i> |  |  |  |     |
| Powder coat existing mast arm   |  |  |  | TBD |
| Project E.2 Sub-Total           |  |  |  | TBD |

|                                                                              |     |    |           |              |
|------------------------------------------------------------------------------|-----|----|-----------|--------------|
| <i>Castlewood Intersection</i>                                               |     |    |           |              |
| Intersection Rebuild: Including mast arms, ped signals, curb ramps, striping | 1   | ls | 250000.00 | \$250,000.00 |
| Intersection Crosswalks: Stamped Concrete                                    | 213 | sy | 85.00     | \$18,133.33  |
| Engineering/Design (15%)                                                     |     |    |           | \$40,220.00  |
| Mobilization for Intersection Rebuild (10%)                                  |     |    |           | \$26,813.33  |
| 30% Contingency                                                              |     |    |           | \$80,440.00  |
| Project E.3 Sub-Total                                                        |     |    |           | \$415,606.67 |

|                                                                          |                      |  |  |     |
|--------------------------------------------------------------------------|----------------------|--|--|-----|
| <b>Heart of the Downtown - Phase 2 (Project next to Activity Center)</b> |                      |  |  |     |
|                                                                          | Scope not determined |  |  |     |
| Project F.1 Sub-Total                                                    |                      |  |  | TBD |

| Heart of the Downtown - Phase 2 (Willowick Streetscape) |                                         |       |    |         |              |
|---------------------------------------------------------|-----------------------------------------|-------|----|---------|--------------|
|                                                         | Demo exsiting sidewalk                  | 1,163 | sy | 25.00   | \$29,075.00  |
|                                                         | 6' Concrete (4.5")                      | 1,163 | sy | 60.00   | \$69,780.00  |
|                                                         | Ramps                                   | 24    | ea | 2700.00 | \$64,800.00  |
|                                                         | Demo existing driveway                  | 310   | sy | 26.00   | \$8,060.00   |
|                                                         | Driveways Paved: 7" concrete            | 310   | sy | 70.00   | \$21,700.00  |
|                                                         | Driveway: 6" curb                       | 390   | lf | 15.00   | \$5,850.00   |
|                                                         | Streetscape Lighting                    | 1,199 | lf | 75.00   | \$89,925.00  |
|                                                         | Landscape                               | 1,199 |    | 80.00   | \$95,920.00  |
|                                                         | Irrigation                              | 1,199 |    |         | \$1,199.00   |
|                                                         | Engineering/Design (15%)                |       |    |         | \$57,946.35  |
|                                                         | Mobilization for Sidewalks Rebuild (3%) |       |    |         | \$5,977.95   |
|                                                         | 30% Contingency                         |       |    |         | \$86,757.00  |
| Project F.2 Sub-Total                                   |                                         |       |    |         | \$536,990.30 |

|                                     |                              |  |  |  |             |
|-------------------------------------|------------------------------|--|--|--|-------------|
| Street name poles and traffic signs |                              |  |  |  |             |
|                                     | Fabrication and Installation |  |  |  | \$90,000.00 |
| Project H Sub-Total                 |                              |  |  |  | \$90,000.00 |

|                     |                 |    |    |        |            |
|---------------------|-----------------|----|----|--------|------------|
| Banner Program      |                 |    |    |        |            |
|                     | Banners         | 20 | ea | 350.00 | \$7,000.00 |
|                     | 30% Contingency |    |    |        | \$2,100.00 |
| Project I Sub-Total |                 |    |    |        | \$9,100.00 |



# APPENDIX



BRANDING

# Downtown Friendswood

Lauren Griffith Associates

CORE Design Studio

## Why we are here.

We are here to recommend a brand expression for Downtown Friendswood that reflects the existing mission and goals established by the district while addressing feedback and analysis from the community. This brand expression will define Downtown Friendswood as a unique, cohesive, and lively area that will attract new businesses and enhance the downtown experience for the residents of Friendswood.

*We did this by*

- :: Reviewing the district's existing environment and understanding the community's history and progress.
- :: Meeting with stakeholders and the community to get to know the people and Friendswood's legacy.
- :: Gaining an understanding of the desired future state of Downtown Friendswood.



## What we heard.

*“Downtown Friendswood will be a visually appealing, pedestrian friendly, safe, traditional Texas small town that integrates cultural, commercial and residential activities that is recognized as the heart of the community.”*

Values, Faith, Family, Education, Friends Church, Oak trees, Liberty Oak, Fig industry, Small Shops, Restaurants, Stevenson Park, Meeting/Gathering spaces, Curated Public Art, Web Presence, Walking and Biking.

### TODAY

- :: Friendly, hometown feeling
- :: Small, bland, and boring
- :: Close-knit and safe
- :: No clear downtown entry points
- :: No cohesive district brand or image
- :: Not pedestrian-friendly

### TOMORROW

- :: Active, busy, dynamic, exciting
- :: Fun opportunities and activities
- :: Small town charm, clean, safe
- :: Local shops, businesses, restaurants, events, gathering spaces
- :: Distinct from neighboring cities

## What we recommend.

- :: A consistent and cohesive brand expression for Downtown Friendswood.
- :: A signage program that will become the public voice of Downtown Friendswood, projecting a positive and vibrant district image to residents, and current and future businesses.
- :: The use of signage, banners, public art, and other visual elements, lets visitors know they are in a unique area and promotes a pedestrian-friendly experience.



## The Brand Promise.

Downtown Friendswood is a space for sharing ideas and strengthening relationships. Family, friendship, and faith are at the core of Friendswood's history. These values have built and maintained the community and its spirit. The district will foster an environment that continues to strengthen those values and build a solid future for generations to come.

## The Brand Personality.

Friendly, Authentic, Small-Town Charm, Timeless, Vibrant

BRANDING

About your new Downtown logo.



## The Visual Identity.

With the community's feedback, we developed a visual vocabulary that will be the foundation for Downtown Friendswood's brand. The most significant cultural, historical and physical references that inform the brand are derived from Friendswood's origin as a Quaker community, and in the representation of the Live Oak tree.



The circular form of the Downtown Friendswood logo pays compliment to the City of Friendswood’s iconic seal with the Live Oak tree. The circle is a traditional shape of city seals, and with the combination of bright colors, a new icon, pattern and typefaces it references the past, but moves the district forward.

*Where Friends Meet.*

Based on the feedback we received regarding what downtown means to your community, Downtown has been and always should continue to be a place “where friends meet.”

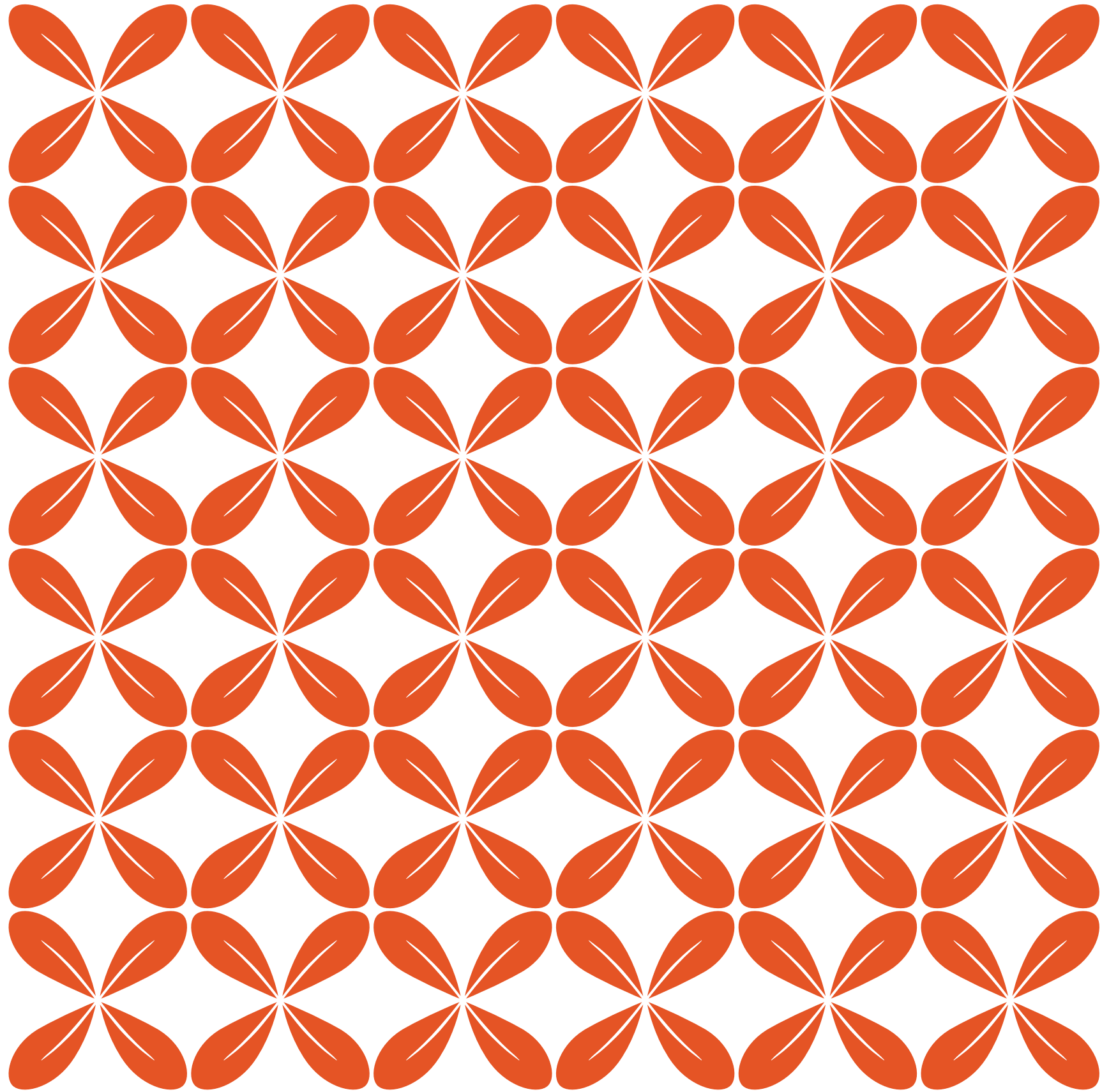


**DOWNTOWN FRIENDSWOOD : BRANDING**

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The medallion’s patterned background is comprised of shapes derived from the leaf of the Live Oak tree and are arranged in a quadrant that forms a traditional, but playful pattern.

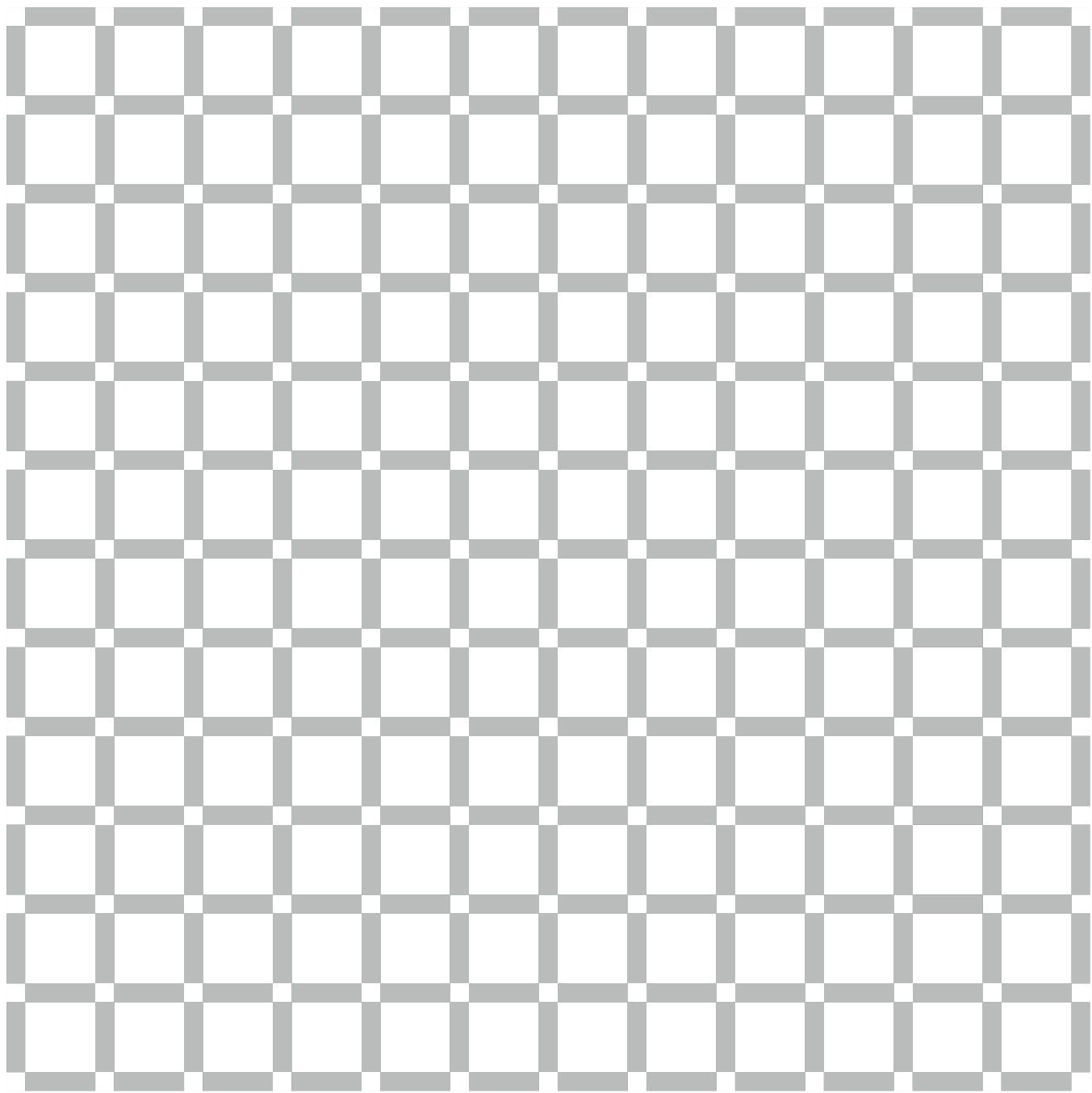


The palette is warm, vibrant, and distinct from neighboring communities. The primary color orange is a bold statement of the district’s rebirth.



**DOWNTOWN FRIENDSWOOD : BRANDING**

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**DOWNTOWN FRIENDSWOOD :: MARK**

The acorn of the Live Oak tree represents renewal, growth and potential in the district. It is a symbol of things to come.

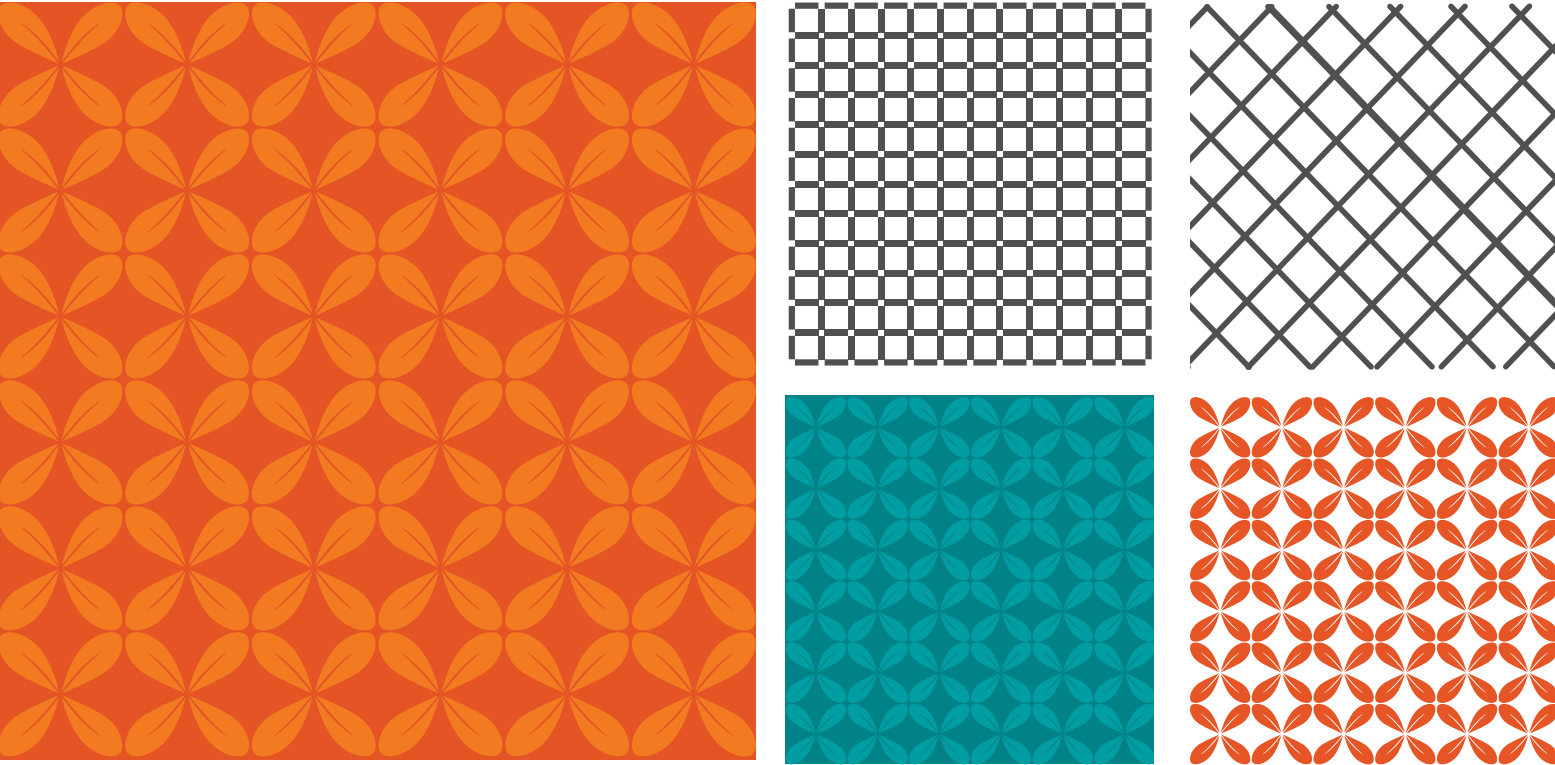
*The acorn’s cap is inspired by the grid-based infrastructure of the district and represents the numerous intersections, both real and virtual, “where friends meet.”*

DOWNTOWN FRIENDSWOOD : BRANDING

COLOR PALETTE



PATTERN



TYPEFACE

PRIMARY  
ERNESTINE PRO  
LIGHT  
LIGHT ITALIC  
REGULAR  
ITALIC  
DEMIBOLD  
DEMIBOLD ITALIC  
BOLD  
BOLD ITALIC

TERTIARY  
*Abril Text italic*

SECONDARY  
RIFT  
LIGHT  
LIGHT ITALIC  
REGULAR  
ITALIC  
MEDIUM  
MEDIUM ITALIC  
DEMI  
DEMI ITALIC  
BOLD  
BOLD ITALIC

TAGLINE

WHERE FRIENDS MEET

QUOTES

PLAY *friendly*  
WORK *friendly*  
DINE *friendly*  
FAMILY *friendly*  
LIVE *friendly*  
BIKE *friendly*  
SHOP *friendly*  
WALK *friendly*

:: BRAND GUIDELINES

**Color Palette:** Warm and fresh. Uplifting. Expresses vibrancy of a renewed downtown experience.

**Patterns:** Oak leaves, street grids and other patterns that refer to the natural and built environment, such as the Friends Cemetery gateway.

**Typefaces:** A blend of bold, legible sans serifs and a friendly, traditional slab serif reflect an active downtown with a nod to tradition.

**Brand voice:** A collection of “friendly” phrases encapsulates the quality of life one can expect in Downtown Friendswood.



BRANDING DESIGN

Downtown's Wayfinding Family.

## Wayfinding.

A signage system creates a sense of place and visual unity for the district, and directs both vehicular and pedestrian traffic into and around downtown.

The forms, materials, and colors are inspired by the purposefulness of the Quaker aesthetic blended with a fresh, vibrant attitude that expresses the future of the downtown district.



DOWNTOWN FRIENDSWOOD : BRANDING DESIGN







Lantern Gateway on Bridge Wall

Entry Gateway

Pole Accent

Esplanade Gateway

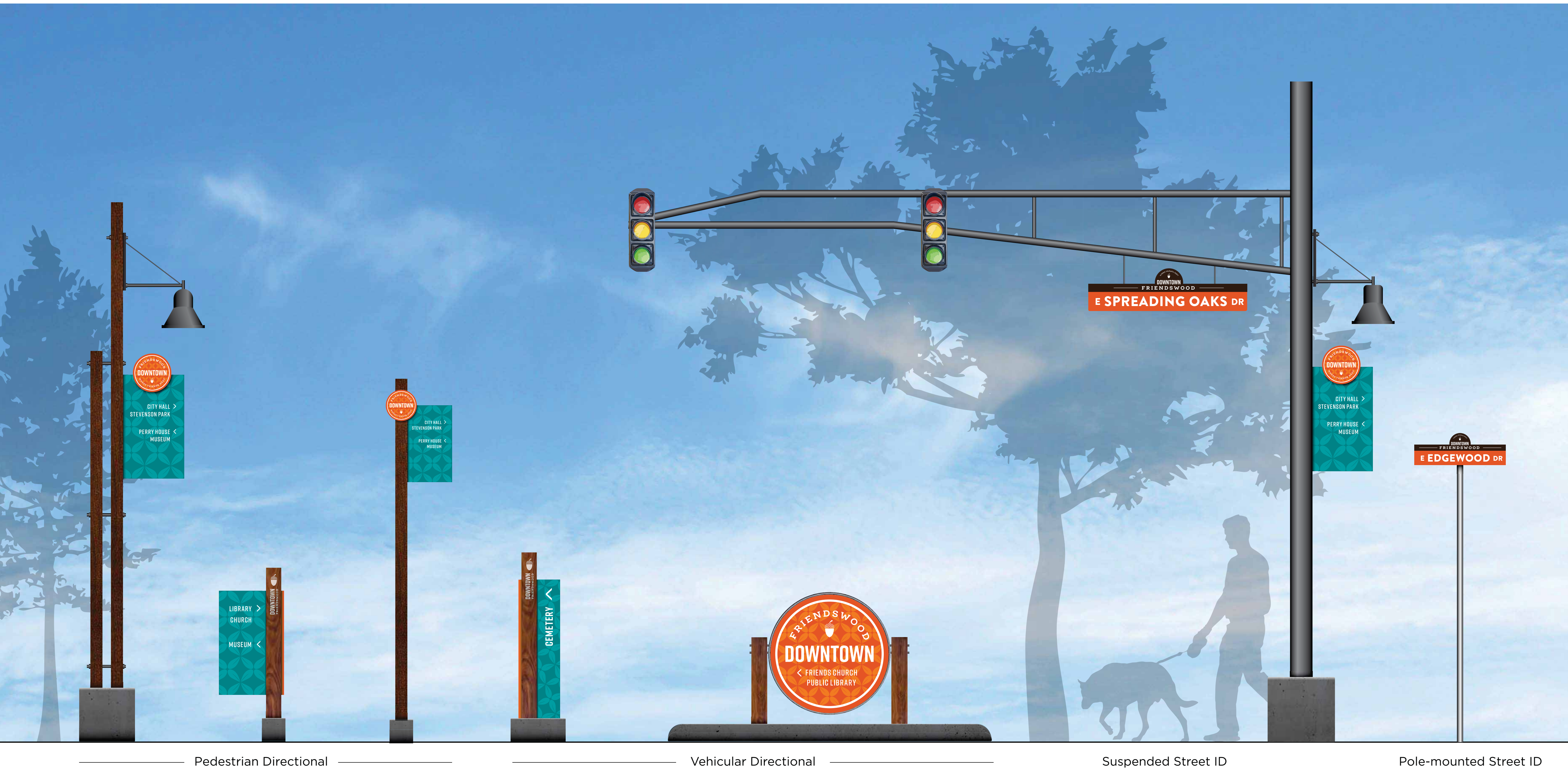
High Profile

Low Profile









Pedestrian Directional

Vehicular Directional

Suspended Street ID

Pole-mounted Street ID

BRANDING

Downtown's Placemaking Graphics.



DOWNTOWN FRIENDSWOOD : PLACEMAKING



QUOTES \_\_\_\_\_

- PLAY *friendly*
- WORK *friendly*
- DINE *friendly*
- FAMILY *friendly*
- LIVE *friendly*
- BIKE *friendly*
- SHOP *friendly*
- WALK *friendly*

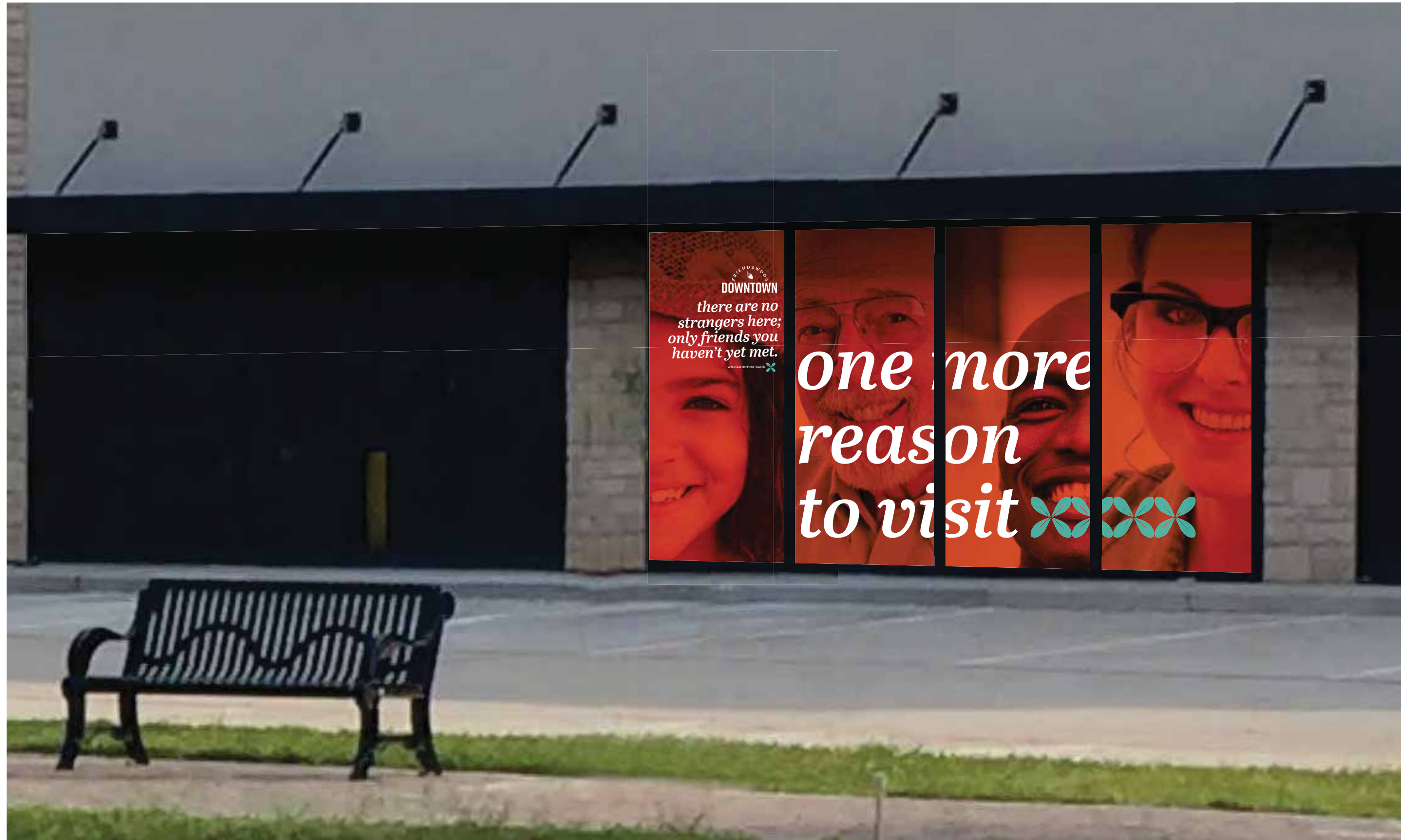


**DOWNTOWN FRIENDSWOOD : PLACEMAKING**





DOWNTOWN FRIENDSWOOD : PLACEMAKING





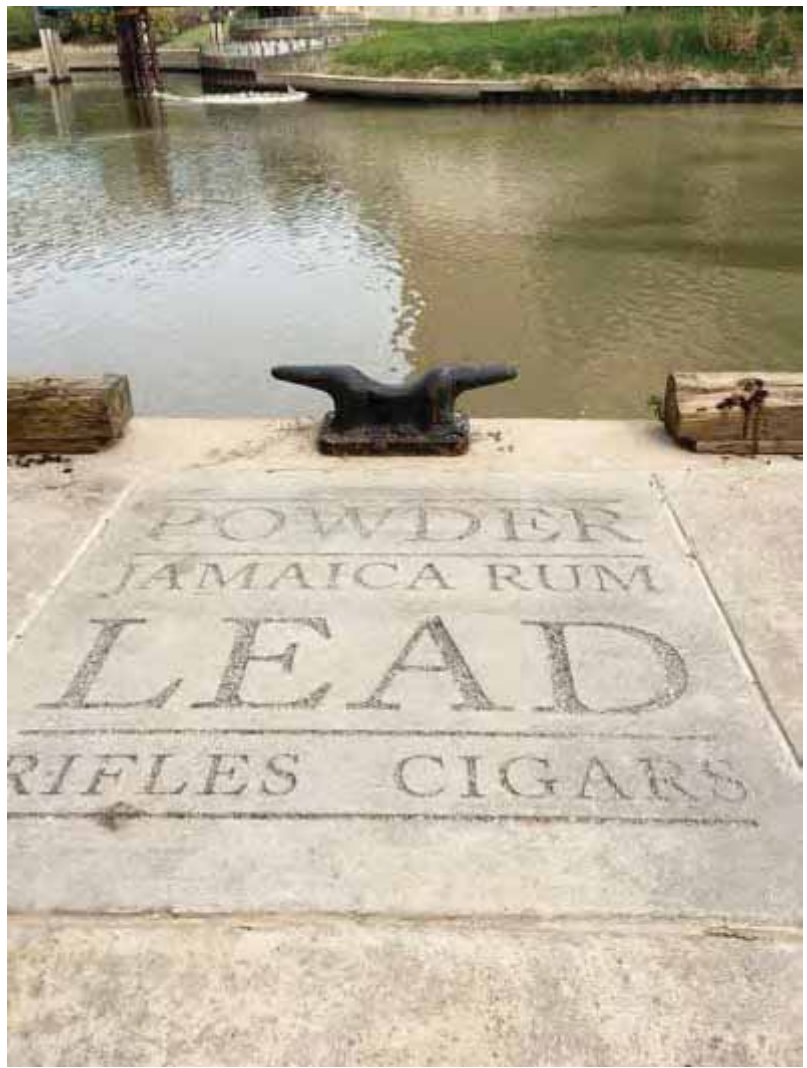
DOWNTOWN FRIENDSWOOD : PLACEMAKING



WASTE RECEPTACLES



SIDEWALK INSERTS





# DOWNTOWN FRIENDSWOOD : COLLATERAL

FRIENDSWOOD  
DOWNTOWN  
WHERE FRIENDS MEET

*There are no strangers here;  
only friends you haven't yet met.*

William Butler Yeats

**Lorem Ipsum**

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**Lorem Ipsum**

Any Friendswood Business  
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FRIENDSWOOD  
DOWNTOWN  
WHERE FRIENDS MEET

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## **DOWNTOWN FRIENDSWOOD : BRANDING GUIDELINES**

Maintaining the integrity of Downtown Friendswood's new brand expression is key to creating a strong and lasting identity. Adhering to the following guidelines will ensure the brand remains consistent across multiple applications and platforms.



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Placemaking

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## The Visual Identity.

The circular form of the Downtown Friendswood logo pays compliment to the City of Friendswood's iconic seal with the Live Oak tree. The circle is a traditional shape of city seals, and with the combination of bright colors, a new icon, pattern and typefaces it references the past, but moves the district forward.





## Lockups.

Variations in lockup are used in multiple applications like signage, banners, public art, and other visual elements.





## Mark.

The acorn of the Live Oak tree represents renewal, growth and potential in the district. It is a symbol of things to come. The acorn's cap is inspired by the grid-based infrastructure of the district and represents the numerous intersections, both real and virtual, "where friends meet."



# Tagline.

Downtown has been and always should continue to be a place  
“where friends meet.”

WHERE FRIENDS MEET



# Language.

A collection of “friendly” phrases encapsulates the quality of life one can expect in Downtown Friendswood.

PLAY friendly  
WORK friendly  
DINE friendly  
FAMILY friendly  
LIVE friendly  
BIKE friendly  
SHOP friendly  
WALK friendly

*Wherever friendly paths intersect  
the whole world looks like home  
for a time.* Hermann Hesse

*There are no strangers here; only friends  
you haven’t yet met.* William Butler Yeats

*We are all travelers in the wilderness of  
this world, and the best we can find in our  
travels is an honest friend.* Robert Louis Stevenson

*Stick around long enough to become  
someone's best friend.* Vera Nazarian

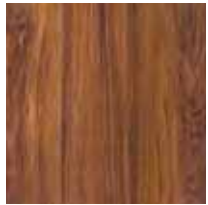
*Friend, where were you for so long?* Gulzar





# Color.

The palette is vibrant, and visually distinct from neighboring communities. The brand’s primary color orange presents a warm and bold statement of the district’s rebirth while providing contrast with the environment making it more visible and affective.

|                                                                                      |                                                                                      |                                                                                      |                                                                                      |                                                                                      |                                                                                      |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
|  |  |  |  |  |  |
| CMYK: 3, 79, 100, 0<br>RGB: 233, 91, 36<br>PMS: 166<br>HEX: E95B24                   | CMYK: 83, 30, 44, 5<br>RGB: 28, 134, 139<br>PMS: 321<br>HEX: 1C868B                  | CMYK: 3, 44, 98, 0<br>RGB: 242, 157, 32<br>PMS: 715<br>HEX: F29D20                   | CMYK: 32, 0, 98, 0<br>RGB: 186, 214, 54<br>PMS: 583<br>HEX: BAD636                   | CMYK: 48, 71, 86, 66<br>RGB: 67, 39, 19<br>PMS: 476<br>HEX: 432713                   | WOODTONE                                                                             |





# Pattern.

The medallion’s patterned background is comprised of oak shapes derived from the leaf of the Live Oak tree, arranged in a quadrant that forms a traditional, but playful pattern. Oak leaves, street grids and other patterns refer to the natural and built environment that is Downtown Friendswood, such as the Friends Cemetery gateway.



# Typography.

A blend of bold and legible sans serifs, and a friendly, traditional serif reflect an active downtown with a nod to tradition.

PRIMARY TYPEFACE

ERNESTINE PRO

- LIGHT
- LIGHT ITALIC
- REGULAR
- ITALIC
- DEMIBOLD
- DEMIBOLD ITALIC
- BOLD
- BOLD ITALIC

TERTIARY

- Abril Text italic*
- BRANDON GROTESQUE BLACK

SECONDARY TYPEFACE

- RIFT
- LIGHT
- LIGHT ITALIC*
- REGULAR
- ITALIC*
- MEDIUM
- MEDIUM ITALIC*
- DEMI
- DEMI ITALIC*
- BOLD
- BOLD ITALIC*





## Wayfinding.

A strong wayfinding family creates a sense of place and visual unity for the district, and directs both vehicular and pedestrian traffic into and around downtown.

The forms, materials, and colors are inspired by the purposefulness of the Quaker aesthetic blended with a fresh, vibrant attitude that expresses the future of the downtown district.







Lantern Gateway on Bridge Wall

Entry Gateway

Pole Accent

Esplanade Gateway

Pedestrian Directional

Vehicular Directional

Suspended Street ID

Pole-mounted Street ID

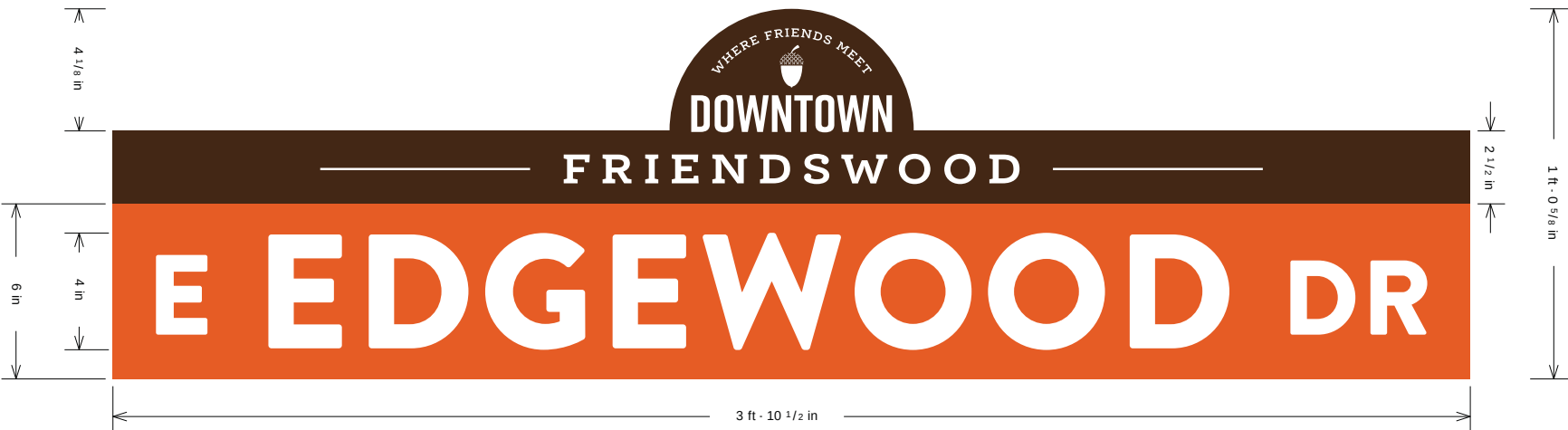
High Profile

Low Profile



# Signage.

Consistent use of color, typography and mark will visually define the Downtown Friendswood District and reinforce the brand in its application across multiple sign types.



## Placemaking.

The use of signage, banners, public art, and other visual elements, lets visitors know they are in a unique area and promotes a pedestrian-friendly experience.

### DOWNTOWN FRIENDSWOOD

Pole-mounted Banners





Precedent Images

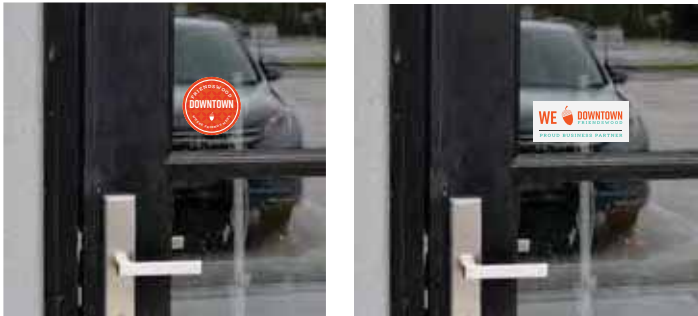
**DOWNTOWN FRIENDSWOOD**

Waste Receptacles + Sidewalk Inserts + Crosswalk Graphics

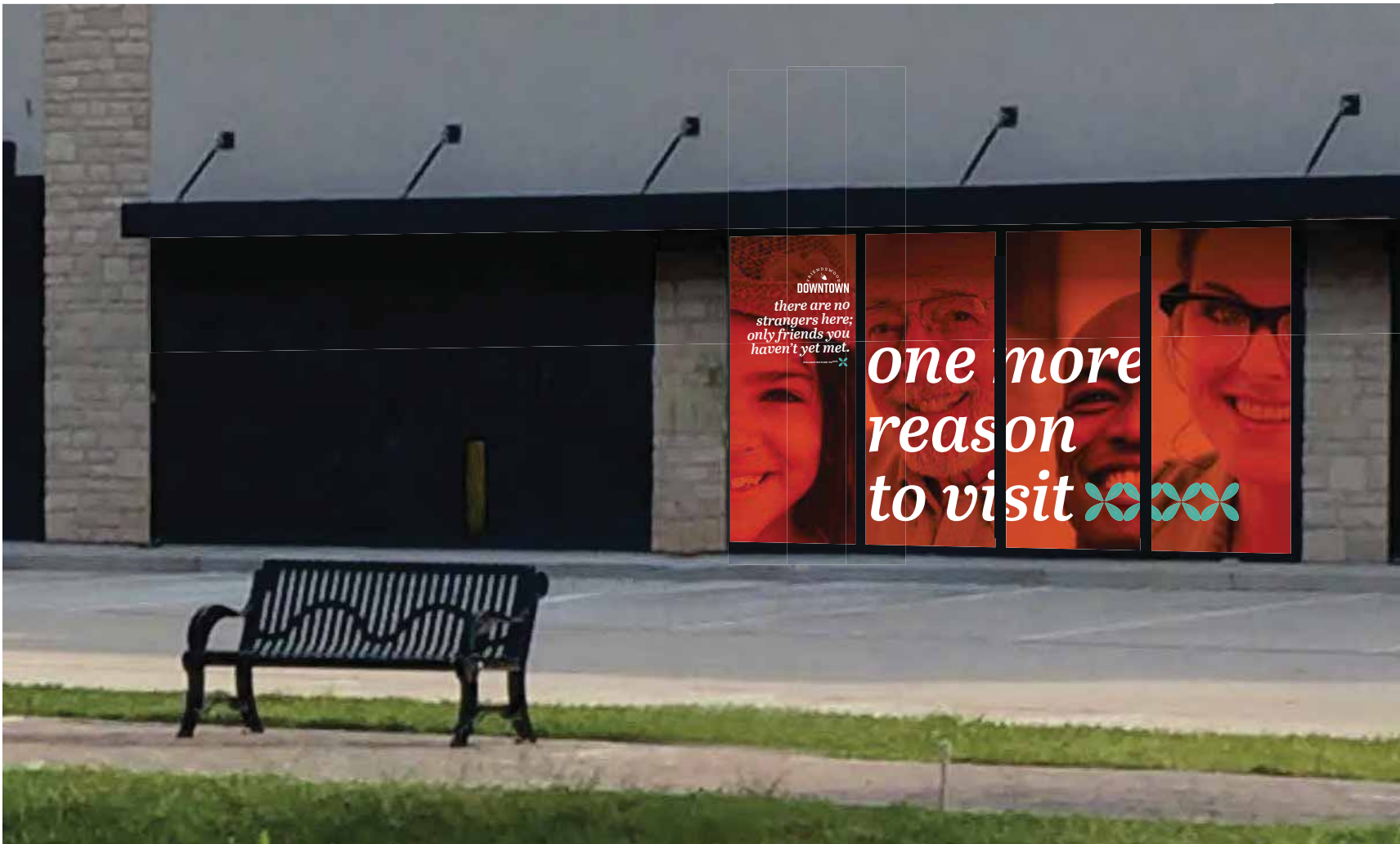


# Partners.

Local merchants show support for Downtown Friendswood by displaying “Partner” window decals. Large, inviting storefront window graphics activate empty or “available” storefronts in the downtown district.







**DOWNTOWN FRIENDSWOOD** ————— Storefront Window Graphics



CORE DESIGN STUDIO 





West University Place, TX



West University Place, TX



Bryan, TX



Georgetown, TX



The Strand, Galveston, TX



League City, TX



Houston Heights, TX



Austin, TX



Frisco, TX



Dallas, TX



Froberg's, Alvin, TX



San Marcos, TX



La Grange, TX



Granbury, TX



Fredericksburg, TX

## Precedent Downtown Development



*Lauren Griffith Associates*

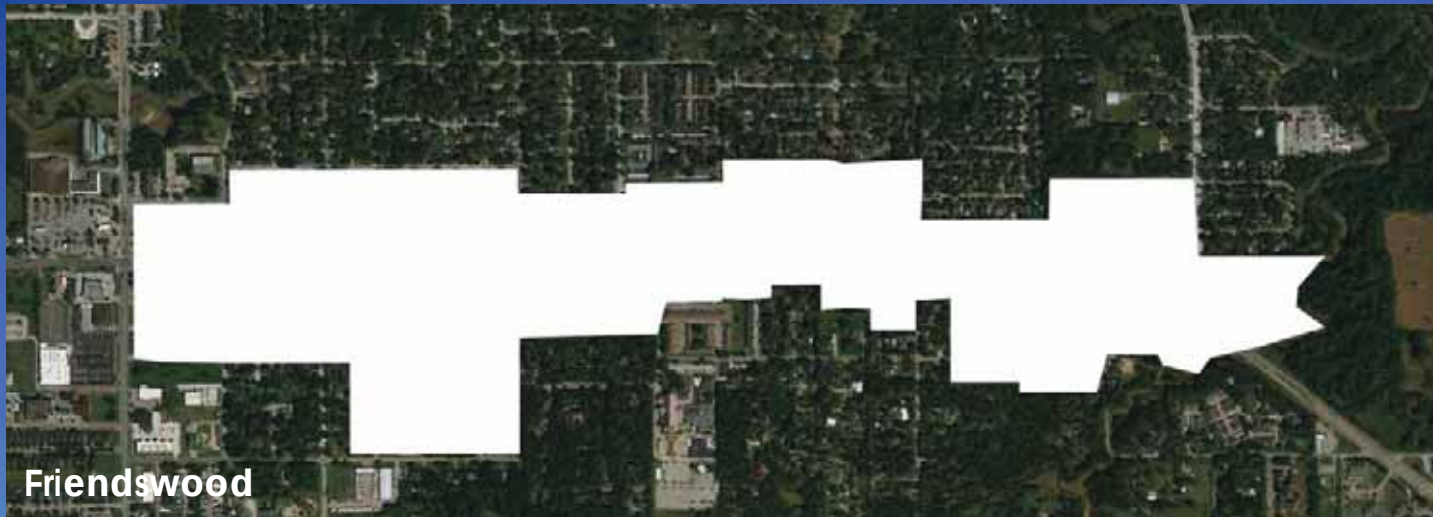


CORE DESIGN STUDIO



G2LD gandy lighting design





Friendswood

Friendswood  
9 million sf

Rosenberg  
< 2 million sf

Tomball  
6.5 million sf



Rosenberg



Tomball

## Downtown District Comparisons



*Lauren Griffith Associates*



CORE DESIGN STUDIO



gandy lighting design





**Natural materials**  
**Non-hierarchical**  
**Plain (comfortable) vs. minimalist**  
**Places of restfulness/ reflection**

## Contemporary Quaker Architecture



*Lauren Griffith Associates*

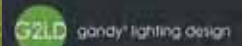


CORE DESIGN STUDIO



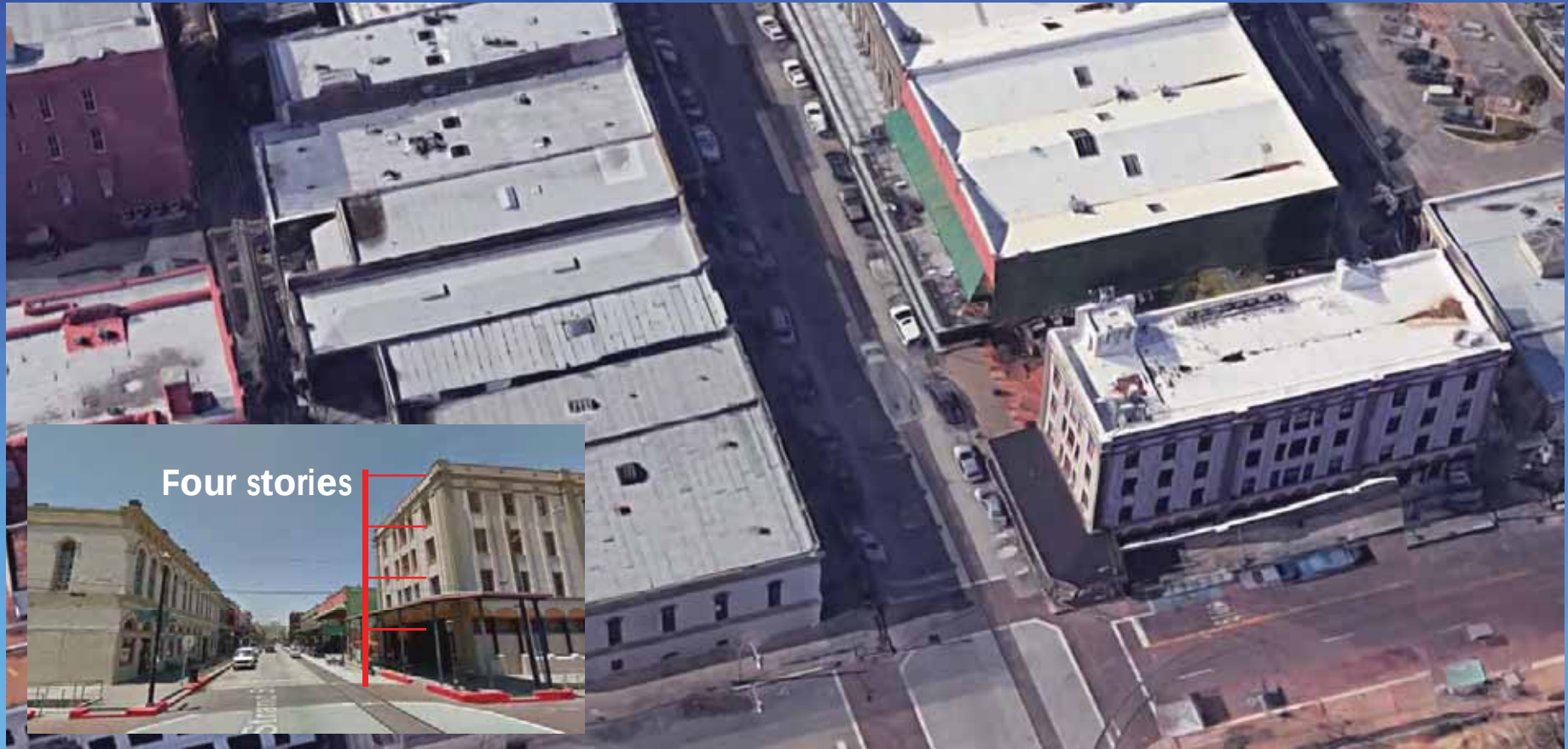
G2LD gandy lighting design







## Architectural fabric at the Strand, Galveston, TX



**Public input: places Friendswoodians admire**



*Lauren Griffith Associates*



CORE DESIGN STUDIO



gandy lighting design





## Rosenberg, Texas



*Lauren Griffith Associates*



CORE DESIGN STUDIO



gandy lighting design





# Rosenberg, Texas



Lauren Griffith Associates

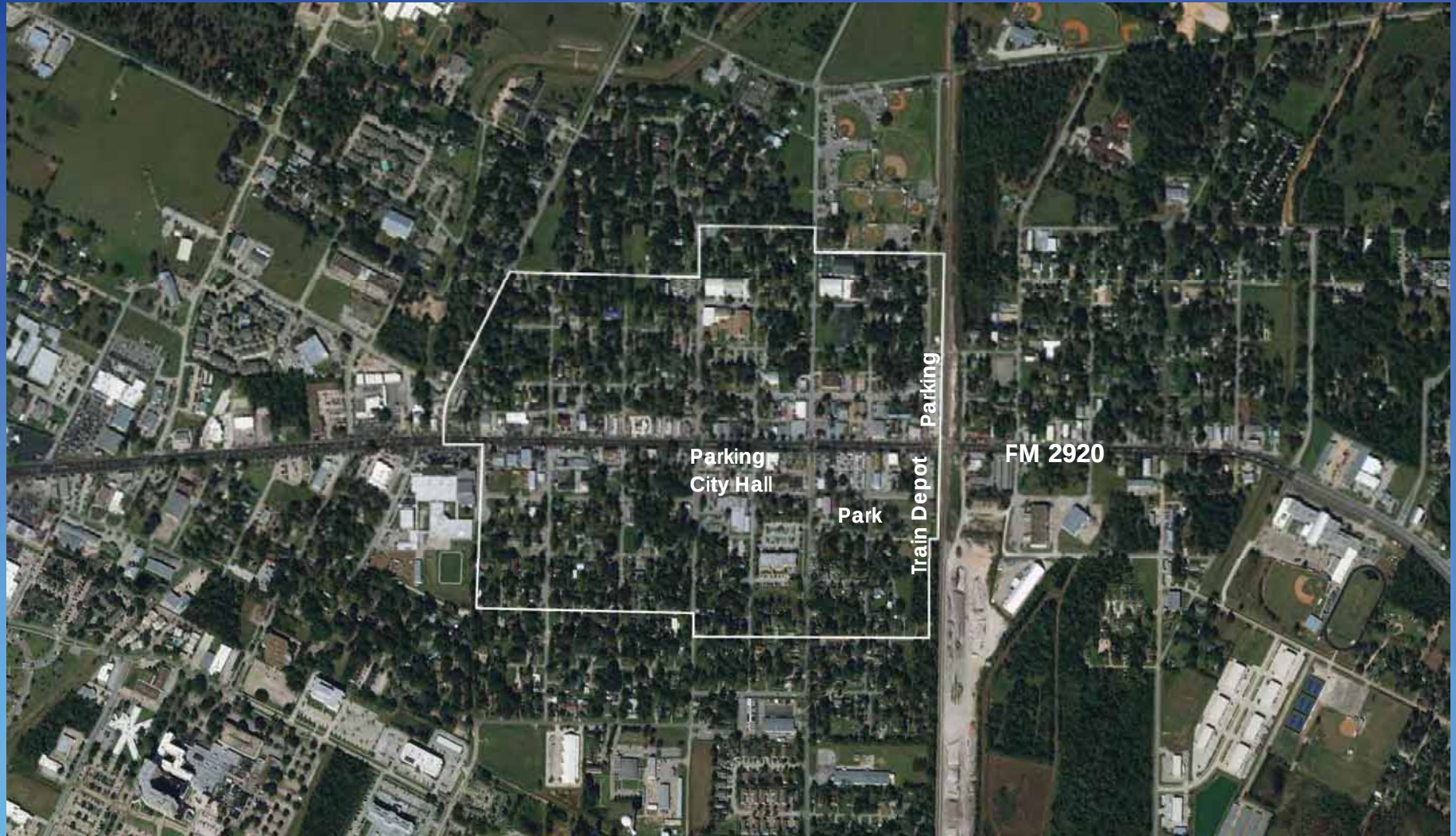


CORE DESIGN STUDIO



gandy lighting design





# Tomball, Texas



*Lauren Griffith Associates*



CORE DESIGN STUDIO



gandy lighting design





# Tomball, Texas



*Lauren Griffith Associates*



CORE DESIGN STUDIO



G2LD gandy lighting design



## 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: 10/01/18

Date Submitted: 09/27/18

Dept. Clearances: Melinda Welsh, City Secretary

Prepared by: Michelle Perez, Deputy City Secretary

Subject: Bid 2018-19 Designate City Official Newspaper for Publication of Legal and Official News for the City of Friendswood

Originating Department: City Secretary's Office

City Attorney Review: Yes

Proceeding: Discussion and Possible Action

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$1,772

Amount Budgeted: \$1,772

Appropriation Required: 0

Source of Funds: GF

FINANCE APPROVAL:

**MK**

Morad Kabiri  
City Manager

### SUMMARY / ORIGINATING CAUSE

Section 11.02 of the City Charter requires biennial designation of the Official Newspaper for the purpose of publishing all legal notices of the City. Bids were taken for this service and a formal bid was published twice and publicly opened on September 27, 2018. The Friendswood Reporter News was the only bid received. The Friendswood Reporter News is the City's current designated Official Newspaper.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

There are several factors that the City considers when choosing the Official Newspaper with the primary factors being the cost of publishing as well as submission deadlines and visibility. The Friendswood Reporter News has met the requirements in each of these areas as well as offering the additional exposure of having the City's legal notices on their website.

### RECOMMENDATIONS

Staff recommends that Council consider approving the designation of the Friendswood Reporter News as the Official Newspaper for the City of Friendswood for a term of service from October 01, 2018, to September 30, 2020.

### ATTACHMENTS

[Bid Tabulation](#)

[Reporter News Bid](#)

**BID OPENING**  
**SCHEDULED TO BE AWARDED: 10/01/18**

**DATE:** September 27, 2018

**TIME:** 9:00 AM

**BID:** Designate Official Newspaper for Publication of Legal and Official News for the City of Friendswood

**BID #:** 2018-19

**COMPANY/ADDRESS**

**BID BOND**

**BID RECEIVED**

**BID AMOUNT**

**Reporter News  
2404 S. Park  
Pearland, TX 77581**

**N/A**

**9/26/18 11:00 AM**

**\$3.00 per column inch**

**Departmental Representative:**

Susan Ballard  
Michelle Perez

**CSO:** Susan Ballard  
Michelle Perez



To: City of Friendswood  
910 South Friendswood Drive  
Friendswood, Texas 77546-4856  
Attn: Melinda Welsh, TRMC

September 27, 2018

From: Friendswood Reporter News  
P.O. Box 954  
Friendswood, Texas 77549

Subject: City of Friendswood  
Bid No. 2018-19

In response to the City of Friendswood's Bid No. 2018-19, the Friendswood Reporter News submits this proposal offering our services as the official designated newspaper for the City of Friendswood for the period October 1, 2018 to September 30, 2020. These services include the publication of legal notices, employment ads, ordinances, meeting notices, tax notices and other items of public interest.

The Friendswood Reporter News is a general public circulation newspaper. It meets all the designated requirements for a 2<sup>nd</sup> Class newspaper as required by state and postal regulations. Circulation information attached.

All designated documents will be published in the **Friendswood Reporter News** and distributed by carrier or mail on Wednesdays. They will also be published, at no extra cost, in the **Pearland Reporter News**, and the **Manvel Reporter News**.

Published documents will be included in the **Reporter News Website (myreporternews.com)** at no extra cost.

**The following is a cost summary:**

**Price:** \$0.375 a line, 8pt/\$3.00 inch

**Sample:** Bid No. 2014-05 - Legal \$0.375  
96 lines @ \$0.375/line = \$36.00  
12.0 inches (2x6) @ \$3.00/column inch = \$36.00 (Based on six columns)

Employment Ad – Assistant Utilities Maintenance Superintendent  
108 lines @ \$0.375/line = \$40.50  
13.50 inches (2x6.75) @ \$3.00/column inch = \$40.50

**Deadlines** **Tuesday afternoon (day before publication)**

**Regular:** 12:00 Noon

**Late:** 2:00 pm (Notify the paper in advance if any City legals will be submitted after 2:00 pm and we will make every effort to accommodate them.)

Each week, thirty-five (35) copies of The Reporter News, will be delivered to the City of Friendswood office.

Friendswood office.

The Friendswood Reporter News will provide (deliver) legal affidavits, with copies of the legal ads attached, to the City on a weekly basis. The affidavits will certify the published date (s) and will be signed by an officer of the company and notarized. Special requests for affidavits on the day of publication will be honored.

Laura A. Emmons  
Executive Editor & Publisher  
Friendswood Reporter News

## **CIRCULATION**

Total Circulation 8000 copies Zip Codes 77546 & 77549

### **PAID**

MAIL – 1578

RACKS – 422

### **NON-PAID**

CIRCULATION - 6000

**COMPLIMENTARY CARRIER COVERAGE IS ROTATED IN  
SUBDIVISIONS THROUGHOUT THE YEAR:**

|                     |                   |
|---------------------|-------------------|
| Field Creek Forest  | Cowards Creek     |
| Polly Ranch Estates | Imperial Estates  |
| Eagle Lakes         | Heritage Estates  |
| Falcon Ridge        | Quakers Landing   |
| Sun Meadow          | Sunwood Estates   |
| Boca Raton          | Dunbar            |
| Wilderness Trails   | Village Green     |
| Glenn Shannon       | Wedgewood Village |
| Regency Estates     |                   |

**RACKS:**

Potter's Liquor - 412 Friendswood Dr.  
Dunn Brothers Coffee - 201 Friendswood Dr.  
Friendswood Chamber of Commerce - 1100 S. Friendswood Dr.  
Walgreens Pharmacy - 104 FM 528  
CVS Pharmacy - 3226 FM 528

**COUNTERTOPS:**

1. Wells Fargo Bank, 830 Friendswood Dr.
2. Comerica Bank, 203 S. Friendswood Dr.
3. Friendswood Activity Building, 412 Morningside
4. Friendswood Public Library, 416 S. Friendswood Dr.
5. Hometown Bank, 601 Friendswood Dr.
6. Chase Bank, 611 S. Friendswood Dr.
7. Friendswood City Hall, 910 S. Friendswood Dr.
8. Friendswood Chamber of Commerce, 1100 S. Friendswood Dr.
9. E-Z Food Mart, 4326 Friendswood Link
10. Village on the Park, 400 E. Parkwood



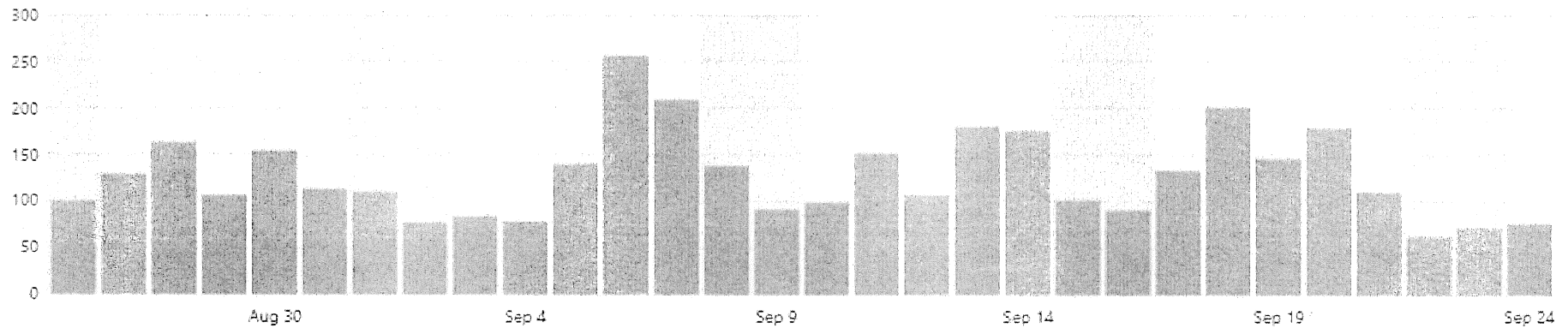
Sep 24, 2018, 3:43 pm

Did you know you can view enhanced stats on WordPress.com?

Show Me

Days Weeks Months

Summaries



Today

77

views

Best ever

2,629

views

All time

213,926

views

7

comments



## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: October 1, 2018

Date Submitted: September 13, 2018

Dept. Clearances: Morad

Prepared by: Karen Capps, CMO/ED

Subject: Consider Authorizing a Grant Application to H-GAC for the FY 2019 Transportation Improvement Program (TIP) Call for Projects - Friendswood Downtown District Pedestrian Access and Safety Enhancements

Originating Department: CMO

City Attorney Review: MKF

Proceeding: Resolution

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: \$1,741,370

Amount Budgeted: \$0

Appropriation Required: \$1,741,370

Source of Funds: FDEDC

Sales Tax

FINANCE APPROVAL: krh

**MK**

**Morad Kabiri**  
City Manager

### SUMMARY / ORIGINATING CAUSE

The proposed resolution authorizes the City to submit a grant application to the Houston-Galveston Area Council for the FY2019 Transportation Improvement Program (TIP). The TIP is a multi-modal, multi-jurisdictional four year program of transportation projects that assigns federal, state, and local funding to approved projects. The TIP serves as an implementation device for long range plans and is approved by the Transportation Policy Council.

The City of Friendswood will apply for grant funding for Downtown District pedestrian access and safety enhancements that include sidewalks, crosswalks, ramps, mast arm signalization, and design along FM 518/Friendswood Drive from FM 2351 to Coward's Creek.

The TIP requires a minimum local match of 20% which will come from the Friendswood Downtown Economic Development Corporation. If awarded, the grant funding notification would be anticipated in February 2019 and the City's matching funds would be needed by the year 2024 to complete the project.

#### FY2019 TIP Budget

| Project                                      | 80% TIP      | 20% Match  | Paver Cost | Project Total |
|----------------------------------------------|--------------|------------|------------|---------------|
| Downtown District Pedestrian Access & Safety | \$3,518,121. | \$879,530. | \$861,840. | \$5,259,492.  |

The deadline for the application is October 31, 2018.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This item supports the Friendswood Downtown Economic Development Corporation's (FDEDC) vision, mission, and goals to make downtown walkable and safe. The grant would help implement a large portion of the Downtown Improvement Plan that was recently adopted by the FDEDC Board on

September 11, 2018. Continuous sidewalks and a safe walkable environment will help promote the downtown district to current and future businesses, residents, and visitors as well as help demarcate the district's boundaries.

|                        |
|------------------------|
| <b>RECOMMENDATIONS</b> |
|------------------------|

The FDEDC Board recommends approval.

|                    |
|--------------------|
| <b>ATTACHMENTS</b> |
|--------------------|

[Resolution](#)

**RESOLUTION NO. R2018-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF FRIENDSWOOD, TEXAS, TO CERTIFY LOCAL  
SUPPORT OF THE FRIENDSWOOD DOWNTOWN  
DISTRICT PEDESTRIAN ACCESS AND SAFETY  
ENHANCEMENTS PROJECT APPLICATION FOR  
FUNDING UNDER THE HOUSTON-GALVESTON AREA  
COUNCIL FY 2019 - FY 2028 TRANSPORTATION  
IMPROVEMENT PROGRAM CALL FOR PROJECTS.**

\* \* \* \* \*

**WHEREAS**, the Houston-Galveston Area Council (H-GAC) is seeking proposals from local governments and other eligible project sponsors to implement transportation projects which advance the vision and goals of the 2040 Regional Transportation Plan; and

**WHEREAS**, the Transportation Improvement Program (TIP) Call for Projects will commit federal and state funds allocated to the Houston region to implement roadway, transit, pedestrian/bicycle, livable centers, and air quality projects within the next 10 years; and

**WHEREAS**, the Friendswood Downtown District Pedestrian Access and Safety Enhancements project is to construct 9,576 square yards of sidewalk and intersection improvements such as crosswalks, ADA curb ramps, and updated signals enhancing the pedestrian experience along FM 518, providing an interconnected network of safe pedestrian routes to destinations such as Stevenson Park, City Hall, Friendswood Public Library, Senior Activity Center, schools, churches, businesses and shopping; and

**WHEREAS**, the City proposes to submit an application requesting funding for the Friendswood Downtown District Pedestrian Access and Safety Enhancements project estimated to cost \$5,259,492; and



**WHEREAS**, the TIP Call for Projects requires a 20% local funding match of the estimated cost of the project, and the City has allocated and will provide the minimum match requirement of \$879,530; and

**WHEREAS**, the City will allocate funds for the incremental cost of brick pavers to be installed on top of the concrete sidewalk base with an estimated cost of \$861,840; and

**WHEREAS**, City matching funds will be allocated from the Friendswood Downtown Economic Development Corporation, a Type B sales tax corporation, that was created as a result of voters' approval in an election held in May of 2016 for the purpose of improving and funding downtown district projects including but not limited to streets, targeted infrastructure, paved sidewalks, pedestrian amenities including lighting, benches, signage, and other related public improvements, and the maintenance and operations expenses of such projects.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, THAT:**

**Section 1.** The City of Friendswood supports funding this project as shown in the application budget and commits to the project's development, implementation, construction, maintenance, management and financing.

**Section 2.** The City adopts this resolution approving the submission of the project application, as well as the support and funding of the project should it receive federal funds.

**Section 3.** The Mayor is hereby authorized to act on behalf of the City in all matters relating to this funding application and to execute all necessary applications, assurances, certifications, and other documents, relative to the submission, later acceptance, and administration of such funds.

**Section 4.** It is hereby officially found and determined that this meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

**PASSED AND APPROVED BY THE CITY COUNCIL OF FRIENDSWOOD,  
TEXAS, ON THE 1<sup>st</sup> DAY OF OCTOBER, 2018.**

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Mike Foreman  
Mayor

ATTEST:

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Melinda Welsh, TRMC  
City Secretary

R2018-20



## ***FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM***

This form should be completed 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: October 01, 2018

Date Submitted: September 24, 2018

Dept. Clearances: Mayor Foreman

Prepared by: Melinda Welsh/Mayor Foreman

Subject: Resolutions

Originating Department: M & C

City Attorney Review: Yes

Proceeding: Resolutions

(I.E. Special Session, Discussion and Possible Action (contracts, agreements, appointments, directives), Resolution, Ordinance, Communication from Mayor/Council, Consent Agenda)

Degree of importance: Critical ☐ Significant ☒ Elective ☐

### **SUMMARY / ORIGINATING CAUSE**

Select second-grade students from Cline Elementary will be participating in the Council meeting to take part in a mock governance simulation. These students will step up to the dais to replace the Mayor, City Council, and Staff. They will consider and vote on a resolution declaring October 2, 2018, as Cline Elementary Day in Friendswood.

This is the first of three programs in which this will take place. In the upcoming months, Wedgewood Elementary and Westwood Elementary will be honored as well.

### **IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

To show the students government in action.

### **ASSOCIATED COSTS / FUNDING SOURCE**

N/A

### **ATTACHMENTS**

[Resolution R2018-21](#)

Note: Attach additional backup information considered necessary to convey all the facts of the issue to be considered.

**Copy-** Mayor and Councilmembers, City Manager, City Secretary, all affected departments

**RESOLUTION NO. R2018-21**

**A RESOLUTION OF CITY OF FRIENDSWOOD, TEXAS,  
DECLARING OCTOBER 02, 2018, AS CLINE  
ELEMENTARY SCHOOL DAY IN THE CITY OF  
FRIENDSWOOD, TEXAS.**

\* \* \* \* \*

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
FRIENDSWOOD, TEXAS, THAT OCTOBER 02, 2018, IS HEREBY DECLARED AS  
CLINE ELEMENTARY SCHOOL DAY IN FRIENDSWOOD, TEXAS.**

**PASSED, APPROVED AND ADOPTED this the 1<sup>st</sup> day of October, 2018.**

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Mike Foreman  
Mayor

ATTEST:

---

Melinda Welsh, TRMC  
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: October 1, 2018

Date Submitted: September 13, 2018

Dept. Clearances: Morad

Prepared by: Karen Capps, CMO/ED

Subject: Consider Authorizing a Grant Application to H-GAC for the FY 2019 Transportation Improvement Program (TIP) Call for Projects - Friendswood Lakes Boulevard extension

Originating Department: CMO

City Attorney Review: Yes

Proceeding: Resolution

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required:

Amount Budgeted:

Appropriation Required:

Source of Funds: Potential  
Grant Funding or Bond Proceeds

FINANCE APPROVAL: krh

**MK**

**Morad Kabiri**  
City Manager

### SUMMARY / ORIGINATING CAUSE

The proposed resolution authorizes the City to submit a grant application to the Houston-Galveston Area Council for the FY2019 Transportation Improvement Program (TIP). The TIP is a multi-modal, multi-jurisdictional four year program of transportation projects that assigns federal, state, and local funding to approved projects. The TIP serves as an implementation device for long range plans and is approved by the Transportation Policy Council.

The City of Friendswood will apply for grant funding for the extension of Friendswood Lakes Boulevard to construct a four-lane concrete curb-and-gutter boulevard from FM 528 to Friendswood city limits near FM 2351.

The TIP requires a minimum local match of 20% which may come from potential grant funding or a future bond.

#### FY2019 TIP Budget

| Project                | 80% TIP       | 20% Match    | Project Total |
|------------------------|---------------|--------------|---------------|
| Friendswood Lakes Blvd | \$11,200,000. | \$2,800,000. | \$14,000,000. |

The deadline for the application is October 31, 2018.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This item supports the City's Capital Improvements Program and will improve accessibility and mobility for the city and region as well as serve as a regional thoroughfare and emergency evacuation route.

|                        |
|------------------------|
| <b>RECOMMENDATIONS</b> |
|------------------------|

Staff recommends approval.

|                    |
|--------------------|
| <b>ATTACHMENTS</b> |
|--------------------|

[Resolution](#)

**RESOLUTION NO. R2018-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF FRIENDSWOOD, TEXAS, TO CERTIFY LOCAL  
SUPPORT OF THE FRIENDSWOOD LAKES BOULEVARD  
PROJECT APPLICATION FOR FUNDING UNDER THE  
HOUSTON-GALVESTON AREA COUNCIL FY 2019 - FY  
2028 TRANSPORTATION IMPROVEMENT PROGRAM  
CALL FOR PROJECTS.**

\* \* \* \* \*

**WHEREAS**, the Houston-Galveston Area Council (H-GAC) is seeking proposals from local governments and other eligible project sponsors to implement transportation projects which advance the vision and goals of the 2040 Regional Transportation Plan; and

**WHEREAS**, the Transportation Improvement Program (TIP) Call for Projects will commit federal and state funds allocated to the Houston region to implement roadway, transit, pedestrian/bicycle, livable centers, and air quality projects within the next 10 years; and

**WHEREAS**, the Friendswood Lakes Boulevard project is to construct a four-lane concrete curb and gutter boulevard section and associated underground storm sewer system from F.M. 528 to the Friendswood/Pearland city limits to provide connection and improve accessibility and mobility of people and goods to regional thoroughfares and serve as an added emergency evacuation route; and

**WHEREAS**, the City proposes to submit an application requesting funding for the Friendswood Lakes Boulevard project estimated to cost \$14 million; and,

**WHEREAS**, most of the funding sources available through the TIP Call for Projects require a 20% local funding match, and the City has allocated and will provide the minimum match requirement of \$2,800,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, THAT:**

**Section 1.** The City of Friendswood supports funding this project as shown in the application budget and commits to the project's development, implementation, construction, maintenance, management and financing.

**Section 2.** The City adopts this resolution approving the submission of the project application, as well as the support and funding of the project should it receive federal funds.

**Section 3.** The Mayor is hereby authorized to act on behalf of the City in all matters relating to this funding application and to execute all necessary applications, assurances, certifications, and other documents, relative to the submission, later acceptance, and administration of such funds.

**Section 4.** It is hereby officially found and determined that this meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

**PASSED AND APPROVED BY THE CITY COUNCIL OF FRIENDSWOOD, TEXAS, ON THE 1<sup>st</sup> DAY OF OCTOBER, 2018.**

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Mike Foreman  
Mayor

ATTEST:

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Melinda Welsh, TRMC  
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: 10/01/18

Date Submitted: 09/18/18

Dept. Clearances: KRH

Prepared by: Aubrey Harbin and Katina Hampton

Subject: Amendment to Appendix D – Building Permit Fees, Subdivision Fees, Zoning Fees, Parks and Recreation Facility Rental Fees, Fire Hydrant Meter Deposit Fees

Originating Department: Community Development, Parks and Recreation and Public Works

City Attorney Review: Yes

Proceeding: Ordinances

Degree of importance:    Critical ☐    Significant ☒    Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: *krh*

**MK**

Morad Kabiri  
City Manager

### SUMMARY / ORIGINATING CAUSE

In previous work sessions this year, Staff discussed with Council the fee adjustments for building permits and subdivision and zoning fees proposed by the Community Development department and facility rental fees proposed by the Parks and Recreation department. Justification for the proposed fees adjustments was presented.

In addition, Public Works is proposing an adjustment of the fire hydrant meter deposit to cover replacement cost of damaged or lost meters.

This is the 2<sup>nd</sup> of 2 readings required to adopt an ordinance amending Appendix D Schedule of Fee of the City Code of Ordinances.

The proposed fee adjustments to be considered are:

- Zoning administration fees
- Building permit fees
- Network nodes permit fees
- Utilities fees
- Subdivision fees
- Zoning fees
- Facility rental fees
- Parks and Recreation program fees

#### **IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

Not adopting the proposed fees adjustments results in the City's cost of providing services outpacing the fees collected for services rendered.

#### **RECOMMENDATIONS**

Staff recommends Council consideration and approval of the proposed fee adjustments.

#### **ATTACHMENTS**

[Proposed Fee Update Summary](#)  
[Ordinance T2018-25](#)  
[Exhibit A – Appendix D final version](#)

## Proposed Fees Update Summary

Some of the proposed building and zoning fee changes below are due to revisions in State law that went into effect this year. Staff also took advantage of this time to review our processes and evaluate the time required by permit technicians to issue permits and by inspectors to conduct certain inspections to ensure that we are, as accurately as possible, charging fees to compensate for staff time. We also researched fees charged by surrounding cities including Pearland, League City, Missouri City, Sugar Land and Alvin. Our fees remain very competitive in the area and in most cases, we tend to charge less than most for permit and development related fees. Other changes include removing duplicates, grammatical errors, and alpha/numeric ordering.

Utilities fee update increases the deposit for fire hydrant meters to cover replacement cost in case of loss or damage.

Parks and Recreation facility rental fees are being included.

### **Appendix D. Schedule of Fees**

#### **Administration**

- Remove zone change fee as it is not referenced in 2-40.

#### **Buildings and Building Regulations**

- State law was changed as of October 1 (HB No. 3329) which does not allow cities to charge electricians for registration and permit fees.

State law already prohibits cities from charging registration fees for plumbers and fire system contractors. This trend will most likely continue with other types of contractors, therefore, staff suggests increasing the permit issuance fee to \$30 across the board for subcontractor permits and add a \$10 permit issuance fee for all building permits in lieu of charging contractor registration fees (\$100 for new; \$50 renewal). All contractors will still be required to maintain and provide proof of insurance and required licenses. Permit Technicians will continue to verify licenses and insurance upon issuance of each permit.

Electrical: increase permit issuance fee from \$25 to \$30

Plumbing: increase permit issuance fee from \$25 to \$30

Gas: increase permit issuance fee from \$25 to \$30

Mechanical: increase permit issuance fee from \$10 to \$30

Building, Pool, Generator, Sign, and Irrigation Permits: add \$10 permit issuance fee

As for the permit fees, at the advice of TML, we are changing the titles of all permit fees to building permit fees with mechanical, plumbing, gas or electrical designations. Many other cities in the area have taken similar actions.

- Increase re-inspection fees from \$5 - \$25 range...make them all \$35
- Add fees for the following items:

- Plumbing Grease Trap - \$10 each
- Plumbing Water connection/water meter installation - \$5
- Plumbing annual gas test - \$20
- Increase the following fees:
  - Electric reconnect from \$5 to \$20
  - Electric meter loop and service from \$5 to \$10
- Clarify that permanent signs and irrigation permit fees are based on valuation.
- Removing the reference to Building Valuation Data Table – this is a table that is no longer published (5.k.)

### **Network Nodes**

Add fees for small cell nodes, per state law that went into effect October 1, 2017 (SB No. 1004)

- Application fee - Network Nodes (up to 5)...\$500
- Application fee - Each additional network node...\$250
- Application fee - Node support poles...\$1,000
- Monthly fee – Transport Facilities...\$28 per network node
- Annual fee – Network Nodes...\$250 each
- Annual fee – Collocation of Network Nodes on City Service Poles...\$20 per year

### **Utilities**

- Increase fire hydrant water meter fee from \$1,000 to \$1,200 (due to increased cost to the City)

### **Subdivisions**

- Clarify that Short Form Final Plats, Amending Plats and Re-plats are \$500

### **Zoning**

- Increase PUD application fee from \$300 to \$500
- Move CBOA application fee to “Buildings and Building Regulations” section

### **Parks and Recreation Facility Rental, Program and Events Fees**

- Including facility rental fees for resident and nonresident non-profit groups
- Including facility rental fees for Stevenson Park green space and courts
- Including facility rental fees for Stevenson Park pool and deck
- Updating pass fees for Stevenson Park pool
- Including facility rental fees for Centennial Park amphitheater and basketball court



(Title: An Ordinance amending Appendix D, the Schedule of Fees for the City as referenced in various sections of the Code of Ordinances of the City of Friendswood.)

**ORDINANCE NO. T2018-25**

**AN ORDINANCE AMENDING APPENDIX D OF THE CODE OF ORDINANCES OF THE CITY OF FRIENDSWOOD, TEXAS, BY PROVIDING FOR THE ADDITION OR ADJUSTMENT OF ADMINISTRATION FEES, BUILDINGS AND BUILDING REGULATIONS FEES, UTILITY SERVICE FEES AND PARKS AND RECREATION FACILITY RENTALS, NETWORK NODES, SUBDIVISIONS AND ZONING.**

\* \* \* \* \*

**WHEREAS**, Appendix D of the Code of Ordinances of the City of Friendswood, Texas establishes certain administration fees, buildings and building regulations fees, service fees for utility services, parks and recreation facility rentals, network nodes, subdivisions and zoning fees provided by the City.

**WHEREAS**, in order to recover a portion of the cost of providing services associated with City administration, buildings and building regulations, utilities and parks and recreation facility rentals, network nodes, subdivisions and zoning fees and in keeping pace with standards adopted by neighboring municipalities, the City Council deems it necessary to revise the City's fee schedule as set forth in this ordinance.

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

**Section 1.** City of Friendswood, Texas, Ordinance No. 88-21, as amended, originally adopted the 20<sup>th</sup> day of March, 1989, and amended in Ordinance No. 2018-01 adopted the 3<sup>rd</sup> day of March, 2018, the same being **Appendix D** of the Friendswood City Code, and also being the fee schedule ordinance of the City, is hereby amended pursuant to **Exhibit A** attached hereto and made a part hereof for all purposes.

**Section 2.** 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, whether there be one or more parts.

**PASSED AND APPROVED on first reading this 10<sup>th</sup> day of September, 2018.**

**PASSED, APPROVED, AND ADOPTED on second and final reading this 1<sup>st</sup> day of October, 2018.**

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Mike Foreman  
Mayor

ATTEST:

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Melinda Welsh, TRMC  
City Secretary

Appendix D - SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

The schedule of fees for the city is printed herein and such fees are required in the section of the Code of Ordinances referenced. These fees should be checked against ordinances and resolutions on file in city hall; any conflict should be resolved in favor of the most recent applicable ordinance or resolution pertaining to a specific fee or charge.

| Description                               |                                          |                                         | Amount   | Code Section |
|-------------------------------------------|------------------------------------------|-----------------------------------------|----------|--------------|
| <b>Administration</b>                     |                                          |                                         |          |              |
|                                           | (1)                                      | Zoning board of adjustment applications | \$100.00 | 2-40         |
| <b>Animals</b>                            |                                          |                                         |          |              |
| (a)                                       | <i>License and Registration Fees:</i>    |                                         |          |              |
|                                           | (1)                                      | Neutered or spayed animals              | \$5.00   | 10-13        |
|                                           | (2)                                      | Animal not neutered or spayed           | \$10.00  |              |
|                                           | (3)                                      | Dangerous animal registration           | \$50.00  |              |
|                                           | (4)                                      | Replacement tag                         | \$3.00   |              |
| (b)                                       | <i>Permit Fees:</i>                      |                                         |          |              |
|                                           | (1)                                      | Kennel, less than ten dogs or cats      | \$10.00  |              |
|                                           | (2)                                      | Kennel, ten to 25 dogs or cats          | \$15.00  |              |
|                                           | (3)                                      | Kennel, more than 25 dogs or cats       | \$25.00  |              |
|                                           | (4)                                      | Pet shop/store                          | \$25.00  |              |
|                                           | (5)                                      | Riding stable                           | \$25.00  |              |
|                                           | (6)                                      | Auction place/facility                  | \$25.00  |              |
|                                           | (7)                                      | Performing animal exhibition            | \$25.00  |              |
|                                           | (8)                                      | Zoological park                         | \$25.00  |              |
|                                           | (9)                                      | Circus                                  | \$25.00  |              |
|                                           | (10)                                     | Grooming shop                           | \$25.00  |              |
| (c)                                       | <i>Animal Handling and Shelter Fees:</i> |                                         |          |              |
|                                           | (1)                                      | Pick-up                                 | \$15.00  |              |
|                                           | (2)                                      | Boarding (per day)                      | \$7.50   |              |
|                                           | (3)                                      | Owner disposal                          | \$20.00  |              |
|                                           | (4)                                      | Owner turn-in                           | \$25.00  |              |
|                                           | (5)                                      | Adoption, cats                          | \$85.00  |              |
|                                           | (6)                                      | Adoption, dogs                          | \$100.00 |              |
| <b>Buildings and Building Regulations</b> |                                          |                                         |          |              |
|                                           | (1)                                      | Building Permit Fees (Electrical):      |          | 14-162       |
|                                           | a.                                       | Permit issuance fee                     | 30.00    |              |
|                                           | b.                                       | Meter loop, service and four outlets    | \$10.00  |              |

|     |                                  |                                                          |           |        |
|-----|----------------------------------|----------------------------------------------------------|-----------|--------|
|     | c.                               | Outlets                                                  | \$0.35    |        |
|     | d.                               | Lighting fixtures                                        | \$0.35    |        |
|     | e.                               | Range receptacle                                         | \$1.00    |        |
|     | f.                               | Clothes dryer                                            | \$1.00    |        |
|     | g.                               | Water heater                                             | \$1.00    |        |
|     | h.                               | Cooking tops                                             | \$1.00    |        |
|     | i.                               | Ovens                                                    | \$1.00    |        |
|     | j.                               | Garbage disposals                                        | \$1.00    |        |
|     | k.                               | Dishwashers                                              | \$1.00    |        |
|     | l.                               | Electric heaters                                         | \$5.00    |        |
|     | m.                               | Window air conditioning receptacle                       | \$4.50    |        |
|     | n.                               | Temporary saw pole                                       | \$10.00   |        |
|     | o.                               | Temporary cut in                                         | \$15.00   |        |
|     | p.                               | Reconnect                                                | \$20.00   |        |
|     | q.                               | Motors:                                                  |           |        |
|     |                                  | Up to but not including ½ hp                             | \$0.50    |        |
|     |                                  | ½ hp and less than 2 hp                                  | \$2.00    |        |
|     |                                  | 2 hp and less than 10 hp                                 | \$3.00    |        |
|     |                                  | 10 hp and less than 25 hp                                | \$4.00    |        |
|     |                                  | 25 hp and less than 100 hp                               | \$8.00    |        |
|     |                                  | 100 hp and over                                          | \$0.08/hp |        |
|     | r.                               | X-ray machines                                           | \$2.00    |        |
|     | s.                               | Signs: Shop inspection, per kva                          | \$2.00    |        |
|     | t.                               | Incandescent and vacuum tube signs, per kva              | \$2.00    |        |
|     | u.                               | Festoon lighting and streamers, per circuit              | \$0.50    |        |
|     | v.                               | Swimming pools                                           | \$15.00   |        |
|     | w.                               | Re-inspection fee                                        | \$35.00   |        |
|     | x.                               | Electric furnace                                         | \$5.00    |        |
| (2) | Building Permit Fees (Plumbing): |                                                          |           | 14-252 |
|     | a.                               | Permit issuance fee                                      | \$30.00   |        |
|     | b.                               | Each fixture, floor drain or trap (including all piping) | \$2.50    |        |
|     | c.                               | Water connection/water meter installation                | \$5.00    |        |
|     | d.                               | Sewer connection                                         | \$5.00    |        |
|     | e.                               | Replacement or repair of sewer                           | \$5.00    |        |
|     | f.                               | Cesspool                                                 | \$5.00    |        |



|  |     |                                    |                                                                                                    |         |        |
|--|-----|------------------------------------|----------------------------------------------------------------------------------------------------|---------|--------|
|  |     | g.                                 | Septic tank and seepage pit or drainfield                                                          | \$10.00 |        |
|  |     | h.                                 | Water heater and/or vent                                                                           | \$2.50  |        |
|  |     | i.                                 | Installation, alteration or repair of water piping and/or water treating equipment                 | \$5.00  |        |
|  |     | j.                                 | Repair or alteration of drainage or vent piping                                                    | \$5.00  |        |
|  |     | k.                                 | Vacuum breakers or backflow protective devices (1 to 5)                                            | \$2.50  |        |
|  |     | l.                                 | Vacuum breakers or backflow protective devices (over 5, each)                                      | \$1.50  |        |
|  |     | m.                                 | Grease Trap                                                                                        | 10.00   |        |
|  |     | n.                                 | Annual Gas Test                                                                                    | 20.00   |        |
|  |     | o.                                 | Re-inspection fee                                                                                  | \$35.00 |        |
|  | (3) | Building Permit Fees (Mechanical): |                                                                                                    |         | 14-275 |
|  |     | a.                                 | Permit issuance fee                                                                                | \$30.00 |        |
|  |     | b.                                 | New installation of heating, ventilating ductwork, air conditioning and refrigeration systems:     |         |        |
|  |     | 1.                                 | For first \$1,000.00 of valuation                                                                  | \$10.00 |        |
|  |     | 2.                                 | Plus, for each additional \$1,000.00 or fraction thereof                                           | \$2.00  |        |
|  |     | c.                                 | Repairs, alterations and additions to existing system                                              | \$5.00  |        |
|  |     |                                    | Plus, for each \$1,000.00 or fraction thereof                                                      | \$2.00  |        |
|  |     | d.                                 | Boilers 33,000 Btu (1 BHp) to 165,000 Btu (5 BHp)                                                  | \$5.00  |        |
|  |     | e.                                 | Boilers 165,001 Btu (5 BHp) to 330,000 Btu (10 BHp)                                                | \$10.00 |        |
|  |     | f.                                 | Boilers 330,001 Btu (10 BHp) to 1,165,000 Btu (52 BHp)                                             | \$15.00 |        |
|  |     | g.                                 | Boilers 1,165,001 Btu (52 BHp) to 3,300,000 Btu (98 BHp)                                           | \$25.00 |        |
|  |     | h.                                 | Boilers over 3,300,000 Btu (98 BHp)                                                                | \$35.00 |        |
|  |     | i.                                 | Temporary operation inspection fee                                                                 | \$5.00  |        |
|  |     | j.                                 | Re-inspection fee                                                                                  | \$35.00 |        |
|  | (4) | Building Permit Fees (Gas):        |                                                                                                    |         | 14-299 |
|  |     | a.                                 | Permit issuance fee                                                                                | \$30.00 |        |
|  |     | b.                                 | Gas piping:                                                                                        |         |        |
|  |     | 1.                                 | 1 to 4 outlets                                                                                     | \$5.00  |        |
|  |     | 2.                                 | Over 4 outlets, each                                                                               | \$1.00  |        |
|  |     | c.                                 | Conversion burner, floor furnace, incinerator, boiler, or central heating or air conditioning unit | \$5.00  |        |
|  |     |                                    | Each additional unit                                                                               | \$1.00  |        |
|  |     | d.                                 | Vented wall furnace or water heater                                                                | \$2.50  |        |
|  |     |                                    | Each additional unit                                                                               | \$1.00  |        |
|  |     | e.                                 | Re-inspection fee                                                                                  | \$35.00 |        |

|                   |     |                                                                                                                                                                                                    |            |        |
|-------------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|
|                   | (5) | Building permit fees (includes permits for permanent signs, generators, swimming pools, irrigation, etc.):                                                                                         |            |        |
|                   | a.  | Permit issuance fee                                                                                                                                                                                | 10.00      |        |
|                   | b.  | For total valuation of \$1,000.00 and less                                                                                                                                                         | \$15.00    |        |
|                   | c.  | For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00                                                                                                                             | \$15.00    |        |
|                   |     | Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00                                                                                                             | \$5.00     |        |
|                   | d.  | For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00                                                                                                                          | \$260.00   |        |
|                   |     | Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00                                                                                                            | \$4.00     |        |
|                   | e.  | For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00                                                                                                                    | \$460.00   |        |
|                   |     | Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00                                                                                                            | \$3.00     |        |
|                   | f.  | For total valuation of \$500,001.00 and up, for first \$500,000.00                                                                                                                                 | \$1,660.00 |        |
|                   |     | Plus, for each additional \$1,000.00 or fraction thereof                                                                                                                                           | \$2.00     |        |
|                   | g.  | Moving of any building or structure (0 cubic feet and above)                                                                                                                                       | \$100.00   |        |
|                   | h.  | Demolition of buildings or structures                                                                                                                                                              | \$50.00    |        |
|                   | i.  | Work started without a permit shall be double permit fee.                                                                                                                                          |            |        |
|                   | j.  | Plan checking fees shall be one-half of building permit fee.                                                                                                                                       |            |        |
|                   |     | Plan check fees are nonrefundable                                                                                                                                                                  |            |        |
|                   | k.  | Refunds for work abandoned prior to commencement of construction, if request is received prior to expiration of six months from date of permit issuance shall be for the building permit fee only. |            |        |
|                   | (6) | Construction Board of Adjustment Application                                                                                                                                                       |            |        |
|                   | (7) | After hours inspection (one-time fee for scheduled after hours inspection)                                                                                                                         | \$100.00   |        |
|                   | (8) | Portable/temporary sign permit fee                                                                                                                                                                 | \$10.00    |        |
| <b>Businesses</b> |     |                                                                                                                                                                                                    |            |        |
|                   | (1) | Animal establishment permit fees:                                                                                                                                                                  |            | 10-198 |
|                   | a.  | For each kennel authorized to house less than ten dogs or cats                                                                                                                                     | \$10.00    |        |
|                   | b.  | For each kennel authorized to house ten to 25 dogs or cats                                                                                                                                         | \$15.00    |        |
|                   | c.  | For each kennel authorized to house over 25 dogs or cats                                                                                                                                           | \$25.00    |        |
|                   | d.  | For each pet shop                                                                                                                                                                                  | \$25.00    |        |
|                   | e.  | For each riding stable                                                                                                                                                                             | \$25.00    |        |
|                   | f.  | For each auction                                                                                                                                                                                   | \$25.00    |        |
|                   | g.  | For each zoological park                                                                                                                                                                           | \$25.00    |        |
|                   | h.  | For each circus                                                                                                                                                                                    | \$25.00    |        |

|                                 |     |                                                                                                                                 |                                                                                                |                    |          |           |
|---------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------|----------|-----------|
|                                 |     | i.                                                                                                                              | For each performing animal exhibition                                                          | \$25.00            |          |           |
|                                 |     | j.                                                                                                                              | For each grooming shop                                                                         | \$25.00            |          |           |
|                                 | (2) | Peddlers, solicitors, canvassers and itinerant vendors:                                                                         |                                                                                                |                    |          |           |
|                                 |     | a.                                                                                                                              | Registration fee                                                                               | \$5.00             | 18-48(b) |           |
|                                 |     | b.                                                                                                                              | Replacement of registration certificate                                                        | \$2.00             | 18-48(b) |           |
|                                 |     | c.                                                                                                                              | Identification cards, per card                                                                 | \$3.00             | 18-54(c) |           |
| Environment                     |     |                                                                                                                                 |                                                                                                |                    |          |           |
|                                 | (1) | Charge for nuisance abatement proceedings                                                                                       |                                                                                                |                    | \$75.00  | 26-128    |
|                                 | (2) | Filing of lien                                                                                                                  |                                                                                                |                    | \$50.00  | 26-128    |
|                                 | (3) | Application fee for well-drilling permit                                                                                        |                                                                                                |                    | \$500.00 | 26-255(a) |
|                                 | (4) | Processing fee for well-drilling permit application                                                                             |                                                                                                |                    | \$100.00 | 26-256(c) |
|                                 | (5) | Annual inspection fee for oil and gas wells                                                                                     |                                                                                                |                    | \$35.00  | 26-289(m) |
| Law Enforcement                 |     |                                                                                                                                 |                                                                                                |                    |          |           |
|                                 | (1) | Municipal court building security fee (fee against all defendants convicted of a misdemeanor offense by the municipal court)    |                                                                                                |                    | \$3.00   | 42-1      |
|                                 | (2) | Municipal court technology fee (fee against each defendant for each conviction of a misdemeanor offense in the municipal court) |                                                                                                |                    | \$4.00   | 42-2      |
| Manufactured Homes and Trailers |     |                                                                                                                                 |                                                                                                |                    |          |           |
|                                 | (1) | Annual mobile home parking permit                                                                                               |                                                                                                |                    | \$0.00   | 50-127(d) |
|                                 | (2) | Semiannual mobile home parking permit                                                                                           |                                                                                                |                    | \$0.00   | 50-127(d) |
|                                 | (3) | Refund of parking permits:                                                                                                      |                                                                                                |                    |          | 50-127(f) |
|                                 |     | a.                                                                                                                              | For less than one month:                                                                       |                    |          |           |
|                                 |     |                                                                                                                                 | 1.                                                                                             | Annual permits     | \$0.00   |           |
|                                 |     |                                                                                                                                 | 2.                                                                                             | Semiannual permits | \$0.00   |           |
|                                 |     | b.                                                                                                                              | For mobile homes in the city more than one month but less than six months (annual permit only) |                    |          | \$0.00    |
|                                 | (4) | Service charge for transfer or assignment of mobile home parking permit                                                         |                                                                                                |                    | \$0.00   | 50-127(g) |
|                                 | (5) | Service charge for replacement of lost, etc., mobile home parking permit                                                        |                                                                                                |                    | \$0.00   | 50-127(h) |
|                                 | (6) | Temporary mobile home parking permit                                                                                            |                                                                                                |                    | \$0.00   | 50-128    |
|                                 | (7) | Mobile home park license application investigation fee                                                                          |                                                                                                |                    | \$0.00   | 50-156    |
|                                 | (8) | Annual license fee for mobile home parks (including license renewal):                                                           |                                                                                                |                    |          |           |

|                                        |     |                                                       |                  |  |
|----------------------------------------|-----|-------------------------------------------------------|------------------|--|
|                                        |     | Mobile home stands: one or more                       |                  |  |
| <b>Parks and Recreation Facilities</b> |     |                                                       |                  |  |
|                                        | (1) | Leavesley Park Jones Hangar:                          |                  |  |
|                                        |     | a. Deposit (100 percent refundable)                   | \$500.00         |  |
|                                        |     | b. Janitorial fee                                     | \$250.00         |  |
|                                        |     | c. Resident Nonprofit group rental fee                | \$25.00 per hour |  |
|                                        |     | d. Resident rental fee                                | \$60.00 per hour |  |
|                                        |     | e. Nonresident rental fee                             | \$80.00 per hour |  |
|                                        |     | f. Nonresident Nonprofit group rental fee             | \$60.00 per hour |  |
|                                        | (2) | Stevenson Park Gazebo:                                |                  |  |
|                                        |     | a. Cleanup and security deposit (refundable)          | \$200.00         |  |
|                                        |     | b. Resident rental fee                                | \$50.00          |  |
|                                        |     | c. Nonresident rental fee                             | \$75.00          |  |
|                                        |     | d. Resident Nonprofit group rental fee                | \$0.00           |  |
|                                        |     | e. Nonresident Nonprofit group rental fee             | \$50.00          |  |
|                                        | (3) | Stevenson Park Large or Small Pavilion:               |                  |  |
|                                        |     | a. Cleanup and security deposit (refundable)          | \$200.00         |  |
|                                        |     | b. Resident rental fee                                | \$75.00          |  |
|                                        |     | c. Nonresident rental fee                             | \$175.00         |  |
|                                        |     | d. Resident Nonprofit group rental fee                | \$0.00           |  |
|                                        |     | e. Nonresident Nonprofit group rental fee             | \$75.00          |  |
|                                        | (4) | Stevenson Park Green Space:                           |                  |  |
|                                        |     | a. Deposit (refundable)                               | \$0.00           |  |
|                                        |     | b. Resident rental fee                                | \$25.00          |  |
|                                        |     | c. Nonresident rental fee                             | \$25.00          |  |
|                                        | (5) | Stevenson Park Basketball Court:                      |                  |  |
|                                        |     | a. Deposit (refundable)                               | \$100.00         |  |
|                                        |     | b. Resident rental fee                                | \$25.00 per hour |  |
|                                        |     | c. Nonresident rental fee                             | \$30.00 per hour |  |
|                                        | (6) | Stevenson Park Sand Volleyball Court or Tennis Courts |                  |  |
|                                        |     | a. Deposit (refundable)                               | \$100.00         |  |
|                                        |     | b. Resident rental fee                                | \$10.00 per hour |  |
|                                        |     | c. Nonresident rental fee                             | \$15.00 per hour |  |
|                                        | (7) | Stevenson Park Pool Exclusive Rental                  |                  |  |
|                                        |     | a. Lifeguard Fee (per guard per hour)                 | \$10.00          |  |



|  |      |                                      |                                           |                   |  |
|--|------|--------------------------------------|-------------------------------------------|-------------------|--|
|  |      | b.                                   | Resident rental fee                       | \$40.00 per hour  |  |
|  |      | c.                                   | Nonresident rental fee                    | \$50.00 per hour  |  |
|  | (8)  | Stevenson Park Pool Wooden Deck Only |                                           |                   |  |
|  |      | a.                                   | Guest fee                                 | \$2.00 per person |  |
|  |      | b.                                   | Resident rental fee                       | \$10.00 per hour  |  |
|  |      | c.                                   | Nonresident rental fee                    | \$20.00 per hour  |  |
|  | (9)  | Stevenson Park Pool:                 |                                           |                   |  |
|  |      | a.                                   | Resident fees:                            |                   |  |
|  |      | i.                                   | Family pass                               | \$80.00           |  |
|  |      | ii.                                  | 20 visit pass                             | \$30.00           |  |
|  |      | iii.                                 | Daily visit (all ages)                    | \$2.00            |  |
|  |      | iv.                                  | Seniors (60+)                             | \$0.00            |  |
|  |      | b.                                   | Nonresident fee:                          |                   |  |
|  |      | i.                                   | Family pass                               | \$110.00          |  |
|  |      | ii.                                  | 20 visit pass                             | \$60.00           |  |
|  |      | iii.                                 | Daily visit (all ages)                    | \$4.00            |  |
|  |      | iv.                                  | Seniors (60+)                             | \$4.00            |  |
|  | (10) | Old City Park:                       |                                           |                   |  |
|  |      | a.                                   | Cleanup and security deposit (refundable) | \$200.00          |  |
|  |      | b.                                   | Resident rental fee                       | \$75.00           |  |
|  |      | c.                                   | Nonresident rental fee                    | \$175.00          |  |
|  |      | d.                                   | Resident Nonprofit group rental fee       | \$0.00            |  |
|  |      | e.                                   | Nonresident Nonprofit group rental fee    | \$75.00           |  |
|  | (11) | Renwick Park:                        |                                           |                   |  |
|  |      | a.                                   | Daily rates (Monday—Friday)               | \$25.00           |  |
|  |      | b.                                   | Evening rates (Monday—Friday)             | \$50.00           |  |
|  |      | c.                                   | Weekend rates (Saturday—Sunday)           | \$100.00          |  |
|  | (12) | Activity Building:                   |                                           |                   |  |
|  |      | a.                                   | Cleanup and security deposit (refundable) | \$200.00          |  |
|  |      | b.                                   | Resident rental fee                       | \$100.00          |  |
|  |      | c.                                   | Nonresident rental fee                    | \$200.00          |  |
|  | (13) | Centennial Park Pavilion:            |                                           |                   |  |
|  |      | a.                                   | Cleanup and security deposit (refundable) | \$200.00          |  |
|  |      | b.                                   | Resident rental fee                       | \$75.00           |  |

|                                                                                                                                                                                                                         |                                                |                                                                                                                                                                                                                                  |                  |       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|
|                                                                                                                                                                                                                         | c.                                             | Nonresident rental fee                                                                                                                                                                                                           | \$175.00         |       |
|                                                                                                                                                                                                                         | d.                                             | Resident Nonprofit group rental fee                                                                                                                                                                                              | \$0.00           |       |
|                                                                                                                                                                                                                         | e.                                             | Nonresident Nonprofit group rental fee                                                                                                                                                                                           | \$75.00          |       |
| (14)                                                                                                                                                                                                                    | Centennial Park Evelyn B. Newman Amphitheater: |                                                                                                                                                                                                                                  |                  |       |
|                                                                                                                                                                                                                         | a.                                             | Cleanup and security deposit (refundable)                                                                                                                                                                                        | \$500.00         |       |
|                                                                                                                                                                                                                         | b.                                             | Resident rental fee                                                                                                                                                                                                              | \$250.00         |       |
|                                                                                                                                                                                                                         | c.                                             | Nonresident rental fee                                                                                                                                                                                                           | \$350.00         |       |
|                                                                                                                                                                                                                         | d.                                             | Resident Nonprofit group rental fee                                                                                                                                                                                              | \$25.00 per hour |       |
|                                                                                                                                                                                                                         | e.                                             | Nonresident Nonprofit group rental fee                                                                                                                                                                                           | \$250.00         |       |
| (15)                                                                                                                                                                                                                    | Centennial Park Basketball Court:              |                                                                                                                                                                                                                                  |                  |       |
|                                                                                                                                                                                                                         | a.                                             | Deposit (refundable)                                                                                                                                                                                                             | \$100.00         |       |
|                                                                                                                                                                                                                         | b.                                             | Resident rental fee                                                                                                                                                                                                              | \$25.00 per hour |       |
|                                                                                                                                                                                                                         | c.                                             | Nonresident rental fee                                                                                                                                                                                                           | \$30.00 per hour |       |
| The fees for other parks and recreation activities such as special events, summer programs, registration, classes and memberships, may be established by the Department Director, with the consent of the City Manager. |                                                |                                                                                                                                                                                                                                  |                  |       |
| The city reserves the right to reduce or eliminate any and all fees for youth organizations, nonprofit organizations and/or city-sponsored events.                                                                      |                                                |                                                                                                                                                                                                                                  |                  |       |
| <b>Solid Waste</b>                                                                                                                                                                                                      |                                                |                                                                                                                                                                                                                                  |                  |       |
| (1)                                                                                                                                                                                                                     |                                                | Residential services to include collection of residential refuse, recyclables and green waste:<br>No limit volume per week per residence, including residential refuse, residential curbside recycling and green waste recycling | \$14.63/month    | 66-21 |

|     |                           |                 |  |  |  |
|-----|---------------------------|-----------------|--|--|--|
| (2) | Commercial rate schedule: |                 |  |  |  |
|     | a.                        | Lifts per week: |  |  |  |

| Container Size | 1        | 2        | 3        | 4        | 5        | 6        | Extra Lifts |
|----------------|----------|----------|----------|----------|----------|----------|-------------|
| 2 cu. yds.     | \$86.05  | \$101.70 | \$171.95 | \$240.57 | \$315.56 | \$397.36 | \$16.15     |
| 3 cu. yds.     | \$98.80  | \$129.69 | \$240.10 | \$335.89 | \$440.58 | \$554.80 | \$24.22     |
| 4 cu. yds.     | \$99.19  | \$130.46 | \$241.26 | \$337.43 | \$442.52 | \$557.10 | \$32.28     |
| 6 cu. yds.     | \$112.28 | \$202.44 | \$293.60 | \$386.34 | \$489.32 | \$587.08 | \$48.42     |
| 8 cu. yds.     | \$198.33 | \$305.82 | \$391.51 | \$521.90 | \$666.85 | \$801.18 | \$64.55     |

|     |                         |                                                    |  |  |
|-----|-------------------------|----------------------------------------------------|--|--|
|     | b.                      | Containers with casters, per month: \$ 5.79.       |  |  |
|     | c.                      | Containers with locks or gates, per month: \$8.69. |  |  |
|     | d.                      | Commercial recycling:                              |  |  |
|     | 1.                      | \$81.09 per month, six cubic yards.                |  |  |
|     | 2.                      | \$98.46 per month, eight cubic yards.              |  |  |
| (3) | Roll off rate schedule: |                                                    |  |  |

| Size            | Rental per Day | Delivery Fee | Haul Rate |
|-----------------|----------------|--------------|-----------|
| 20 cubic yards* | \$5.37         | \$59.07      | \$296.42  |
| 30 cubic yards* | \$5.37         | \$59.07      | \$356.57  |
| 40 cubic yards* | \$5.37         | \$59.09      | \$424.23  |
| 25 cubic yards  | \$5.37         | \$59.07      | \$328.64  |
| 35 cubic yards  | \$5.37         | \$59.07      | \$392.01  |
| 40 cubic yards  | \$5.37         | \$59.07      | \$424.23  |

\*Open tops only

|                                                                 |                                                                   |
|-----------------------------------------------------------------|-------------------------------------------------------------------|
| (4)                                                             | Residential curbside and recycling collection, per month: \$14.63 |
| (5)                                                             | Light commercial collection (1 x week), per month: \$35.16        |
| (6)                                                             | Light commercial collection (2 x week), per month: \$52.74        |
| *Commercial rates do not include 8% franchise fee or sales tax. |                                                                   |

| Description                                                            | Amount   | Code Section |
|------------------------------------------------------------------------|----------|--------------|
| <b>Streets, Sidewalks and Other Public Places</b>                      |          |              |
| (1) Application fee for applicant seeking vacation of any right-of-way | \$300.00 | 70-25        |
| (2) Excavation permit fee                                              | \$2.00   | 70-145       |
| <b>Telecommunications</b>                                              |          |              |
| (1) Monthly charge (per access line)                                   | \$0.94   | 78-23        |
| (2) Monthly fee (per subscriber/customer)                              | \$0.94   | 78-23        |

| Network Nodes |                                                                       |                                                                                                                                                                                                                           |                  |
|---------------|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| (1)           | Application Fees                                                      |                                                                                                                                                                                                                           | LGC Ch 284       |
|               | a.                                                                    | Network Nodes (up to 5 nodes)                                                                                                                                                                                             | \$500.00         |
|               | b.                                                                    | Each additional network node                                                                                                                                                                                              | \$250.00         |
|               | c.                                                                    | Node support poles                                                                                                                                                                                                        | \$1,000.00       |
| (2)           | Monthly Fees                                                          |                                                                                                                                                                                                                           | LGC Ch. 284      |
|               | a.                                                                    | Transport Facilities (per network node)                                                                                                                                                                                   | \$28.00          |
| (3)           | Annual Fees                                                           |                                                                                                                                                                                                                           | LGC Ch. 284      |
|               | a.                                                                    | Per network node                                                                                                                                                                                                          | \$250.00         |
|               | b.                                                                    | Collocation of network nodes on City Service Poles                                                                                                                                                                        | \$20.00          |
| Utilities     |                                                                       |                                                                                                                                                                                                                           |                  |
| (1)           | Security deposits for water, sewer and/or garbage collection service: |                                                                                                                                                                                                                           | 86-1             |
|               | a.                                                                    | Structures with one to five units, per unit (residential owner initiated)                                                                                                                                                 | \$100.00         |
|               | b.                                                                    | Structures with six or more units, first five units                                                                                                                                                                       | \$400.00         |
|               |                                                                       | Plus, for each unit in excess of five                                                                                                                                                                                     | \$50.00          |
|               | c.                                                                    | Builders, realtors or other temporary multi-property customers may post a blanket standing deposit of \$500.00 for up to ten accounts. If more than ten accounts are activated, the city may require additional deposits. |                  |
|               | d.                                                                    | Hydrant meter use (as security for loan of hydrant meter), refundable if meter is returned in the same working conditions                                                                                                 | \$1,200.00       |
|               | e.                                                                    | Structures with one to five units, per unit (tenant initiated)                                                                                                                                                            | \$200.00         |
|               | f.                                                                    | Structures with one to five units, per unit (commercial customer)                                                                                                                                                         | \$250.00         |
| (2)           | Returned check charge                                                 |                                                                                                                                                                                                                           | \$35.00 86-2(1)  |
| (3)           | Disconnection/reconnection of water and/or sewer services             |                                                                                                                                                                                                                           | \$50.00 86-2(2)  |
|               | a.                                                                    | After-hours reconnection (customer requested reconnect)                                                                                                                                                                   | \$75.00          |
| (4)           | Unauthorized connection or tampering fee (plus costs of repair, etc.) |                                                                                                                                                                                                                           | \$100.00 86-2(4) |
| (5)           | City-wide impact fees:                                                |                                                                                                                                                                                                                           | 86-288           |
|               | a.                                                                    | Residential:                                                                                                                                                                                                              |                  |
|               |                                                                       | Established by city resolution                                                                                                                                                                                            | R2013-35         |
|               | b.                                                                    | Commercial CIP:                                                                                                                                                                                                           |                  |
|               |                                                                       | Established by city resolution                                                                                                                                                                                            | R2013-35         |
| (6)           | Same day service connection (one-time fee per customer request)       |                                                                                                                                                                                                                           | \$75.00          |





| Monthly Minimum Charge—Commercial, Multi-Unit* (Residential or Commercial),<br>Irrigation/Sprinkler |                            |                            |                         |                            |                            |                            |                            |
|-----------------------------------------------------------------------------------------------------|----------------------------|----------------------------|-------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Meter<br>Size                                                                                       | <i>October 1,<br/>2014</i> | <i>October 1,<br/>2015</i> | <i>May 30,<br/>2016</i> | <i>October 1,<br/>2016</i> | <i>October 1,<br/>2017</i> | <i>October 1,<br/>2018</i> | <i>October 1,<br/>2019</i> |
| ⅝"                                                                                                  | \$15.50                    | \$15.50                    | \$15.50                 | \$15.50                    | \$15.50                    | \$15.50                    | \$15.50                    |
| 1"                                                                                                  | \$21.70                    | \$21.70                    | \$21.70                 | \$21.70                    | \$21.70                    | \$21.70                    | \$21.70                    |
| 1½"                                                                                                 | \$27.90                    | \$27.90                    | \$27.90                 | \$27.90                    | \$27.90                    | \$27.90                    | \$27.90                    |
| 2"                                                                                                  | \$44.95                    | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |
| 3"                                                                                                  | \$44.95                    | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |
| 4"                                                                                                  | \$44.95                    | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |
| 6"                                                                                                  | \$44.95                    | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |
| *Multi-unit charged per unit                                                                        |                            |                            |                         |                            |                            |                            |                            |

| Volumetric Rates—Commercial, Multi-Unit* (Residential or Commercial) |                            |                            |                         |                            |                            |                            |                            |
|----------------------------------------------------------------------|----------------------------|----------------------------|-------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
|                                                                      | <i>October 1,<br/>2014</i> | <i>October 1,<br/>2015</i> | <i>May 30,<br/>2016</i> | <i>October 1,<br/>2016</i> | <i>October 1,<br/>2017</i> | <i>October 1,<br/>2018</i> | <i>October 1,<br/>2019</i> |
| Per<br>1,000<br>gallons                                              | \$2.90                     | \$2.90                     | \$2.90                  | \$2.90                     | \$2.90                     | \$2.90                     | \$2.90                     |
| *Multi-unit charged per unit                                         |                            |                            |                         |                            |                            |                            |                            |

| Monthly Minimum Charge—Irrigation/Sprinkler |                            |                             |                            |                         |                            |                            |                            |                            |
|---------------------------------------------|----------------------------|-----------------------------|----------------------------|-------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Meter<br>Size                               | <i>October 1,<br/>2014</i> | <i>February 1,<br/>2015</i> | <i>October 1,<br/>2015</i> | <i>May 30,<br/>2016</i> | <i>October 1,<br/>2016</i> | <i>October 1,<br/>2017</i> | <i>October 1,<br/>2018</i> | <i>October 1,<br/>2019</i> |
| ⅝"                                          | \$15.50                    | \$15.50                     | \$15.50                    | \$15.50                 | \$15.50                    | \$15.50                    | \$15.50                    | \$15.50                    |
| 1"                                          | \$21.70                    | \$21.70                     | \$21.70                    | \$21.70                 | \$21.70                    | \$21.70                    | \$21.70                    | \$21.70                    |
| 1½"                                         | \$27.90                    | \$27.90                     | \$27.90                    | \$27.90                 | \$27.90                    | \$27.90                    | \$27.90                    | \$27.90                    |
| 2"                                          | \$44.95                    | \$44.95                     | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |
| 3"                                          | \$44.95                    | \$44.95                     | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |
| 4"                                          | \$44.95                    | \$44.95                     | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |
| 6"                                          | \$44.95                    | \$44.95                     | \$44.95                    | \$44.95                 | \$44.95                    | \$44.95                    | \$44.95                    | \$44.95                    |

| Volumetric Rates—Irrigation/Sprinkler |
|---------------------------------------|
|---------------------------------------|

| <i>Per<br/>1,000<br/>Gallons</i> | <i>October 1,<br/>2014</i> | <i>February 1,<br/>2015</i> | <i>October 1,<br/>2015</i> | <i>May 30,<br/>2016</i> | <i>October 1,<br/>2016</i> | <i>October 1,<br/>2017</i> | <i>October 1,<br/>2018</i> | <i>October 1,<br/>2019</i> |
|----------------------------------|----------------------------|-----------------------------|----------------------------|-------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 0—3,000<br>gallons               | \$3.00                     | \$0.00                      | \$0.00                     | \$0.00                  | \$0.00                     | \$0.00                     | \$0.00                     | \$0.00                     |
| 3,001—<br>10,000<br>gallons      | \$3.25                     | \$3.42                      | \$3.67                     | \$4.00                  | \$4.00                     | \$4.00                     | \$4.00                     | \$4.00                     |
| 10,001—<br>25,000<br>gallons     | \$3.50                     | \$3.67                      | \$3.92                     | \$4.25                  | \$4.25                     | \$4.25                     | \$4.25                     | \$4.25                     |
| Above<br>25,000<br>gallons       | \$3.75                     | \$3.92                      | \$4.17                     | \$4.50                  | \$4.50                     | \$4.50                     | \$4.50                     | \$4.50                     |

| Wastewater Utility Rates            |                 |                 |              |                 |                 |                 |                 |
|-------------------------------------|-----------------|-----------------|--------------|-----------------|-----------------|-----------------|-----------------|
| Monthly Minimum Charge              | October 1, 2014 | October 1, 2015 | May 30, 2016 | October 1, 2016 | October 1, 2017 | October 1, 2018 | October 1, 2019 |
| Single-family residential           | \$15.00         | \$15.00         | \$15.00      | \$15.00         | \$15.00         | \$15.00         | \$15.00         |
| Residential (multi-unit*)           | \$15.00         | \$15.00         | \$15.00      | \$15.00         | \$15.00         | \$15.00         | \$15.00         |
| Commercial (single and multi-unit*) | \$15.00         | \$15.00         | \$15.00      | \$15.00         | \$15.00         | \$15.00         | \$15.00         |
| *Multi-unit charged per unit        |                 |                 |              |                 |                 |                 |                 |

| Volumetric Rates—Commercial (Single), Multi-Unit* (Residential and Commercial) |                    |                    |                 |                    |                    |                    |                    |
|--------------------------------------------------------------------------------|--------------------|--------------------|-----------------|--------------------|--------------------|--------------------|--------------------|
| Based on<br>100% Water<br>Consumption                                          | October 1,<br>2014 | October 1,<br>2015 | May 30,<br>2016 | October 1,<br>2016 | October 1,<br>2017 | October 1,<br>2018 | October 1,<br>2019 |
| Per 1,000<br>gallons                                                           | \$2.10             | \$2.20             | \$2.13          | \$2.13             | \$2.13             | \$2.13             | \$3.17             |
| *Multi-unit charged per unit                                                   |                    |                    |                 |                    |                    |                    |                    |

| Description       |                             | Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Code<br>Section |
|-------------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Vehicles for Hire |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |
| (1)               | Wrecker service towing fees |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 90-27           |
|                   | a.                          | The standard auto wrecker service charge for towing a vehicle to a vehicle storage facility or to the place of business of the auto wrecker, shall not exceed \$85.00; provided, however, if the destination of the tow exceeds 15 miles from the point where the wrecker picked up the tow, the operator shall be permitted to charge an additional fee not to exceed \$2.00 for each mile towed in excess of 15 miles. This charge shall apply whether the tow is performed during the day, at night, on a Saturday or Sunday, or on a holiday. If the police department requires the vehicle to be moved from the location to which it was originally towed to another location within the city, an additional fee, not to exceed \$30.00, may be charged for transferring the vehicle. |                 |
|                   | b.                          | The service charge for a heavy-duty wrecker performing police-authorized or nonconsent tows, where the services of a heavy-duty wrecker are required, shall not exceed \$125.00 per hour, with a one-hour minimum. The time shall begin at the time of dispatch and end when the vehicle is delivered to the vehicle storage facility or designated location.                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |
|                   | c.                          | The service charge for removal and replacement of a tire and wheel assembly required to tow a vehicle shall not exceed \$20.00.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |
|                   | d.                          | The service charge for righting an overturned vehicle on level ground shall not exceed \$50.00.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |
|                   | e.                          | The service charge for placement of a vehicle on a dolly or dollies in order to tow the vehicle shall not exceed \$100.00.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |
|                   | f.                          | The service charge for towing a motorcycle shall not exceed \$100.00.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |
|                   | g.                          | The charge for up to two hours work on specialized recoveries of vehicles that are submerged, or in difficult terrain, or in other abnormal locations shall not exceed \$125.00; provided, however, if any such specialized recovery takes more than two hours, the charge shall not exceed \$65.00 per hour.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |
|                   | h.                          | The charge for or the storage, preservation, and any required notifications required of the permitted wrecker operator shall not exceed those charges established from time to time by the Texas Department of Transportation, pursuant to the Texas Vehicle Storage Facility Act, V.T.C.A., Transportation Code § 685.001 et seq.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |



|                                                        |                                                                                                                                           |                 |       |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------|
| (2)                                                    | Wrecker permit fee, annually                                                                                                              | \$15.00         | 90-59 |
| <b>Appendix B. Subdivisions</b>                        |                                                                                                                                           |                 |       |
| (1)                                                    | Conceptual plan                                                                                                                           | \$200.00        |       |
| (2)                                                    | Preliminary plat                                                                                                                          | \$1,000.00      |       |
| (3)                                                    | Final plat, Amending Plat, Replat, Short Form Final Plat                                                                                  | \$500.00        |       |
| (4)                                                    | Extension of plat approval                                                                                                                | \$100.00        |       |
| (5)                                                    | Vacation of plat                                                                                                                          | \$300.00        |       |
| (6)                                                    | Public infrastructure plan review                                                                                                         | \$500.00        |       |
| (7)                                                    | Commercial site plan                                                                                                                      | \$500.00        |       |
| (8)                                                    | Development permit                                                                                                                        | \$25.00         |       |
| (9)                                                    | Per-dwelling unit park dedication fee                                                                                                     | \$600.00        |       |
| <b>Appendix C. Zoning</b>                              |                                                                                                                                           |                 |       |
| (1)                                                    | Specific use permits                                                                                                                      | \$300.00        |       |
| (2)                                                    | Planned Unit Development                                                                                                                  | \$500.00        |       |
| (3)                                                    | Zone change request                                                                                                                       | \$300.00        |       |
| (4)                                                    | Tenant occupancy fee                                                                                                                      | \$75.00         |       |
| (5)                                                    | Zoning board of adjustment applications                                                                                                   | \$100.00        |       |
|                                                        |                                                                                                                                           |                 |       |
| (6)                                                    | Permit for the conduct of outdoor sales                                                                                                   | \$25.00         |       |
| (7)                                                    | Special events                                                                                                                            | \$50.00         |       |
| <b>Credit Card Payment Processing Convenience Fees</b> |                                                                                                                                           |                 |       |
|                                                        | Utility service and utility administrative fees paid by debit or credit card (online or in person)                                        | 2.5% of fees(s) |       |
|                                                        | Municipal court fines and fees paid by debit or credit card (online or in person)                                                         | 2.5% of fee(s)  |       |
|                                                        | City services fees (animal control related services, alarm permits, false alarm fines) paid by debit or credit card (online or in person) | 2.5% of fee(s)  |       |
|                                                        | Parks and recreation services fees by debit or credit card (online or in person)                                                          | 2.5% of fee(s)  |       |
|                                                        | Building permits related fees paid by debit or credit card (online or in person)                                                          | 2.5% of fee(s)  |       |

(Ord. No. 88-21, § 1, 3-20-1989; Res. No. R95-14, § 1, 4-17-1995; Res. No. R95-26, § 1, 9-25-1995; Res. No. R95-27, § 1, 9-25-1995; Res. No. R95-31, § 1, 10-2-1995; Ord. No. 97-20, §§ 1—5, 11-17-1997; Res. No. R98-2, §§ 1—5, 1-19-1998; Res. No. R98-26, §§ 1—3, 8-17-1998; Res. No. R99-22, 7-26-1999; Res. No. R99-26, § 2, 9-13-1999; Ord. No. 99-32, § 6, 10-18-1999;

Ord. No. 2000-06, §§ 1—3, 3-20-2000; Res. No. R2000-47, § 1, 10-2-2000; Ord. No. 2002-13, 7-1-2002; Res. No. R2002-35, § 1, 7-1-2002; Ord. No. 2002-28, § 1, 12-16-2002; Ord. No. 2003-01, § 1, 1-20-2003; Ord. No. 2003-05, § 1, 4-21-2003; Ord. No. 2005-03, § 44, 1-3-2005; Ord. No. 2004-19, § 1, 2-7-2005; Ord. No. 2006-06, § 3, 3-20-2006; Res. No. R2009-51, § 1, 9-28-2009; Res. No. R2009-52, § 1, 9-28-2009; Res. No. R2010-39, § 2, 3, exh. A, 10-4-2010; Res. No. R2011-26, § 2, 9-12-2011; Res. No. R2011-27, § 1, 9-12-2011; Res. No. R2011-33, § 1, 10-17-2011; Ord. No. 2011-38, § 2, 1-9-2012; Ord. No. 2012-05, §§ 3, 4, 3-5-2012; Ord. No. 2012-25, § 1, 11-5-2012; Ord. No. 2013-43, §§ 5—7, 12-2-2013; Ord. No. 2014-17, § 1(exh. A), 8-4-2014; Ord. No. 2016-12, § 1(exh. A), 3-7-2016; Ord. No. 2018-01, § 1(exh. A), 3-5-2018)



## 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: 10/1/2018

Date Submitted: 09/05/18

Dept. Clearances: Melinda Welsh/City Secretary

Prepared by: Melinda Welsh

Subject: Establish a reasonable limit on time spent without charge on repeat public information requestors

Originating Department: City Secretary's Office

City Attorney Review: Yes

Proceeding: Ordinances 2<sup>nd</sup> Reading

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL: N/A

**MK**

**Morad Kabiri**  
City Manager

### SUMMARY / ORIGINATING CAUSE

Section 552.275 of the Government Code of the Public Information Act authorizes a governmental body to establish a reasonable monthly and yearly limit on the amount of time that personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time.

Council is being asked to consider adopting a policy, as allowed by Section 552.275, establishing this reasonable limit at not less than 36 hours per requestor during the 12-month period that corresponds with the City's fiscal year and a monthly time limit not less than 15 hours for a requestor in a one-month period.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Provides a method of maximizing the city's human and financial resources while striking a reasonable balance with the obligation of the city to make available public information.

### RECOMMENDATIONS

Consider approval of an ordinance establishing a reasonable monthly and yearly limit on the amount of time personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time.

### ATTACHMENTS

[Ordinance 2018-26](#)

**(Title: An ordinance providing for a reasonable limit on the amount of time to be spent without charge for repeat public information requestors.)**

**ORDINANCE NO. T2018-26**

**AN ORDINANCE PROVIDING FOR A REASONABLE LIMIT ON THE AMOUNT OF TIME TO BE SPENT WITHOUT CHARGE FOR REPEAT PUBLIC INFORMATION REQUESTORS; REQUIRING PAYMENT FOR TIME AND EXPENDITURES INCURRED BEYOND THIS LIMIT; PROVIDING FOR EXCEPTIONS; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, in 2017, the Texas Legislature, in recognition of the fact that a municipality may expend significant resources in responding to requests for public information without recovering its costs, amended Section 552.275 of the Texas Government Code, which authorizes the governmental body of a municipality to establish reasonable monthly and yearly limits on the amount of time that personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time; and

**WHEREAS**, Section 552.275 of the Government Code provides that a yearly time limit established may not be less than 36 hours for a requestor during the 12-month period that corresponds to the fiscal year of the governmental body, and a monthly time period may not be less than 15 hours for a requestor for a one-month period; and authorizes a municipality to require requestors exceeding those time limits to pay for the municipality's costs before the city will process the request if the city has sent a written cost estimate; and

**WHEREAS**, the City Council desires to adopt a policy in this regard to provide a method of maximizing its human and financial resources while striking a reasonable balance with the obligation



of the City to make available public information, and has determined that 36 hours is a reasonable yearly time limit and 15 hours is a reasonable monthly limit to be imposed under Section 552.275.

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

**Section 1.** That in accordance with Section 552.275, the City Council establishes an annual time limit of 36 hours and a monthly time limit of 15 hours as the amount of time that employees are required to devote without charge to produce public information for inspection or duplication, or providing copies of public information to any one requestor. This annual time limit shall apply to each twelve (12) month period commencing each fiscal year beginning on October 1, 2018, effective with the date of adoption of this ordinance.

**Section 2.**

A. That the City Secretary or the City Secretary's designee shall provide the requestor with a written statement of the amount of personnel time spent complying with each request and the cumulative amount of time spent complying with requests from that requestor during the applicable twelve month period. The time spent preparing the written statement of total time spent may not be included.

B. When the time spent on responding to a particular requestor's requests equals or exceeds the time limit imposed by Section 1, the City Secretary or the City Secretary's designee shall provide the requestor with a written estimate of the total cost, including materials, personnel time, and overhead expenses necessary to comply with the request. The estimate must be provided on or before the tenth (10th) day after the date on which the public information was requested. The amount of the cost shall be established by rules prescribed by the attorney general.

C. If the City Secretary or the City Secretary's designee determines that additional time is required to prepare the written estimate of costs required by Section 2(B) and provides the requestor with a written statement of that determination, the City Secretary or the City Secretary's designee must provide the written estimate of costs required by Section 2(B) as soon as practicable, but on or before the 10th day after the date the City provides the written statement that additional time is required.

**Section 3.**

A. After the City Secretary or the City Secretary's designee has provided the requestor with the written estimate of costs under Section 2, the requestor may respond within ten (10) days of receiving the estimate by submitting a written statement in which the requestor commits to pay the lesser of:

1. the actual costs incurred in complying with the requestor's request, including the cost of materials and personnel time and overhead; or
2. the amount stated in the written statement provided.

B. If the requestor fails or refuses to submit the written statement of commitment to pay, the requestor shall be considered to have withdrawn the requestor's pending request for public information.

**Section 4.** That any time spent complying with a request in the name of a minor is to be included in the calculation of the cumulative amount of time spent complying with a request for public information by a parent, guardian, or other person who has control of the minor under a court order and with whom the minor resides, unless that parent, guardian or other person establishes that another person submitted that request in the name of the minor.

**Section 5.**

A. This Ordinance does not apply if the requestor is an individual who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or information for and is seeking the information for:

1. a radio or television broadcast station that holds a license issued by the Federal Communications Commission; or
2. a newspaper that is qualified under Section 2051.044 of the Texas Government Code to publish legal notices or is a free newspaper of general circulation and that is published at least once a week and available and of interest to the general public in connection with the dissemination of news; or
3. a newspaper of general circulation that is published on the Internet by a news medium engaged in the business of disseminating news or general information to the general public; or

4. a magazine that is published at least once a week or on the Internet by a news medium engaged in the business of disseminating news or information to the general public.

B. That this Ordinance does not apply if the requestor is a representative of a publicly funded legal services organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as amended, by being listed as an exempt entity under Section 501(c)(3) of that code.

C. That this Ordinance does not apply if the requestor is an elected official of the United States, this state, or a political subdivision of this state.

D. The policy does not replace or supersede other sections of the Public Information Act and does not preclude the City from charging for cost of labor in response to a request for copies or a request for inspection for which a charge is authorized under another section of the Public Information Act. The limit established in this policy applies to all requestors equally except as exempted by the Public Information Act.

E. This policy does not apply to requests exempted by Section 552.275 of the Texas Government Code.

**Section 6.** That this Ordinance shall become effective upon its adoption.

**PASSED AND APPROVED on first reading this 10<sup>th</sup> day of September, 2018.**

**PASSED, APPROVED, AND ADOPTED on second and final reading this 1<sup>st</sup> day of October, 2018.**

---

Mike Foreman  
Mayor

ATTEST:

---

Melinda Welsh, TRMC  
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: 10/01/2018

Date Submitted: 09/21/2017

Dept. Clearances: krh

Prepared by: Katina Hampton

Subject: FY 2018-2019 Budget Adoption Ordinance

Originating Department: Administrative Services

City Attorney Review: ☒

Proceeding: Ordinances

Degree of importance: Critical ☒ Significant ☐ Elective ☐

Expenditure Required: n/a

Amount Budgeted: n/a

Appropriation Required: n/a

Source of Funds: n/a

FINANCE APPROVAL: *krh*

**MK**

Morad Kabiri  
City Manager

### SUMMARY / ORIGINATING CAUSE

The City of Friendswood Charter requires adoption of the annual budget by ordinance, on one reading, by the 15<sup>th</sup> day of September or as soon thereafter as practical. Budget adoption requires an affirmative vote of at least a majority of all members of the City Council.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action is required to comply with the City Charter (section 8.03e) regarding adoption of the annual budget.

### RECOMMENDATIONS

Staff recommends approval of the ordinance to adopt the annual budget for fiscal year 2018-19.

### ATTACHMENTS

[Ordinance](#)

[Exhibit A FY 2018-19 Budget Summary](#)



**(Title: An ordinance adopting the City of Friendswood, Texas, General Budget for the Fiscal Year 2018/2019.)**

**ORDINANCE NO. T2018-28**

**AN ORDINANCE APPROVING AND ADOPTING THE CITY OF FRIENDSWOOD, TEXAS, GENERAL BUDGET FOR THE FISCAL YEAR 2018/2019; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH FISCAL YEAR AS REFLECTED IN SAID BUDGET, AND MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \* \*

**WHEREAS**, on July 31, 2018, the City Manager presented to the City Council a proposed Budget of the expenditures of the City of Friendswood for the fiscal year 2018/2019, a summary copy of which is attached hereto as Exhibit “A” and is made a part hereof; and

**WHEREAS**, pursuant to notice as required by law, a public hearing on such Budget was held in the Council Chambers in the City Hall, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard and those who requested to be heard were heard; and

**WHEREAS**, the City Council has considered the proposed budget and has made such changes therein as in the City Council’s judgment were warranted by law and were in the best interests of the citizens and taxpayers of the City; and

**WHEREAS**, a copy of the Budget has been filed with the City Secretary and the City Council desires to adopt the same; and

**WHEREAS**, in accordance with Section 8.03 (a) of the City Charter, the City Council has reviewed estimates of revenue to be derived by the City during the 2018/2019 fiscal year, and has determined that the proposed budgeted expenditures will not exceed total estimated income;

**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.** In accordance with Section 8.03 (e) of the City Charter, the City Council hereby approves and adopts the Budget described above, the same being on file with the City Secretary. The City Secretary is hereby directed to place on said budget and to sign an endorsement reading as follows: “The Original General Budget of the City of Friendswood, Texas, for the fiscal year 2018/2019,” and to keep such Budget on file in the City Secretary’s Office as a public record.

**Section 3.** In support of said Budget and by virtue of the adoption thereof, there are hereby appropriated out of available cash funds and out of the general and special revenues of the City that will be received in the treasury during the fiscal year 2018/2019, the amounts set forth in said approved Budget for the various purposes stated therein. The total amounts now thus appropriated and the funds from which the same are derived are as follows;

|                                                    |                            |
|----------------------------------------------------|----------------------------|
| <b>Beginning Fund Balance, 10/01/2018</b>          | <b>\$33,828,334</b>        |
| <b>Total Revenues</b>                              | <b><u>\$45,862,144</u></b> |
| <b>Total Resources Available for Appropriation</b> | <b>\$79,690,478</b>        |
| <b>Total Expenditures and Other Financing Uses</b> | <b><u>\$58,265,943</u></b> |
| <b>Ending Fund Balance, 9/30/2019</b>              | <b><u>\$21,424,535</u></b> |

**PASSED, APPROVED, AND ADOPTED BY A RECORD VOTE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ON THE FIRST AND FINAL READING THIS 1<sup>st</sup> DAY OF OCTOBER, 2018.**

\_\_\_\_\_  
Mike Foreman  
Mayor

\_\_\_\_\_  
Melinda Welsh, TRMC  
City Secretary

**RECORD VOTE:**

| <b><u>COUNCIL MEMBER:</u></b> | <b><u>VOTED FOR</u></b> | <b><u>VOTED AGAINST</u></b> |
|-------------------------------|-------------------------|-----------------------------|
| MIKE FOREMAN, MAYOR           | _____                   | _____                       |
| STEVE ROCKEY                  | _____                   | _____                       |
| SALLY BRANSON                 | _____                   | _____                       |
| TRISH HANKS                   | _____                   | _____                       |
| ROBERT J. GRIFFON             | _____                   | _____                       |
| JOHN H. SCOTT                 | _____                   | _____                       |
| CARL W. GUSTAFSON             | _____                   | _____                       |

**CITY OF FRIENDSWOOD  
PROPOSED BUDGET SUMMARY  
FISCAL YEAR 2018-2019**

|                                                     | <b>18-19<br/>PROPOSED<br/>BUDGET</b> |
|-----------------------------------------------------|--------------------------------------|
| <b>REVENUES</b>                                     |                                      |
| Taxes                                               | 28,197,440                           |
| Charges for Services                                | 13,636,879                           |
| Permits and Licenses                                | 849,000                              |
| Fines                                               | 751,960                              |
| Intergovernmental Revenues                          | 548,017                              |
| Interest                                            | 401,953                              |
| Vehicle Lease Reimbursements                        | 550,817                              |
| Miscellaneous Receipts                              | 926,078                              |
| <b>TOTAL REVENUES</b>                               | <b>45,862,144</b>                    |
| <b>Fund Balance (Used) or Carried Forward</b>       |                                      |
| General Fund                                        | (488,776)                            |
| Police Investigation Fund                           | 1,307                                |
| Municipal Court Building Security/Technology Fund   | (7,826)                              |
| Sidewalk Installation Fund                          | 245                                  |
| Park Land Dedication Fund                           | (124,587)                            |
| Streets Improvement Fund                            | (2,546,868)                          |
| Fwd Downtown Economic Development Improvements Fund | (415,843)                            |
| Tax Debt Service Fund                               | 26,029                               |
| 2014/2016 GO Bond Funds                             | (6,280,711)                          |
| 1776 Part Trust Fund                                | 292                                  |
| Water & Sewer Operations Fund                       | 47,948                               |
| 2016 Water & Sewer Bond Construction Fund           | (2,901,398)                          |
| Water Impact Fees                                   | 19,320                               |
| Sewer Impact Fees                                   | 19,133                               |
| Water and Sewer Revenue Debt Service                | 7,307                                |
| Vehicle Replacement Plan Fund                       | 240,629                              |
|                                                     | <b>(12,403,799)</b>                  |
| <b>Total Resources Available</b>                    | <b><u>33,458,345</u></b>             |
| <b>EXPENDITURES</b>                                 |                                      |
| General Government                                  | 6,552,811                            |
| Public Safety                                       | 13,792,742                           |
| Community Development<br>and Public Works           | 11,018,201                           |
| Parks & Recreation                                  | 4,600,483                            |
| Vehicle Replacement Fund                            | 316,766                              |
| Capital Improvements                                | 15,300,664                           |
| Debt Service                                        | 6,684,276                            |
| <b>TOTAL EXPENDITURES</b>                           | <b>58,265,943</b>                    |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b>           | <b>(24,807,598)</b>                  |
| <b>BEGINNING FUND BALANCE</b>                       | <b><u>33,828,334</u></b>             |
| <b>ENDING FUND BALANCE</b>                          | <b><u><u>21,424,535</u></u></b>      |





## FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: 10/01/2018

Date Submitted: 09/18/18

Dept. Clearances: KRH

Prepared by: Katina Hampton

Subject: 2019 Tax Rate Adoption Ordinance

Originating Department: Administrative Services

City Attorney Review: ☒

Proceeding: Ordinances

Degree of importance: Critical ☒ Significant ☐ Elective ☐

Expenditure Required: n/a Amount Budgeted: n/a

Appropriation Required: n/a Source of Funds: n/a

FINANCE APPROVAL: krh

MK

Morad Kabiri  
City Manager

### SUMMARY / ORIGINATING CAUSE

The 2019 proposed tax rate of \$0.532391 is equal to the effective tax rate and is composed of the M&O rate at \$0.437173 and the debt rate at \$0.095218. The proposed tax rate is an increase of 0.005042 cents from the current year's \$0.527349 tax rate.

Truth-in-Taxation Guidelines for Taxing Units Other than Schools, based on Texas Tax Code Chapter 26 Section 26.05(a), requires tax rate adoption by September 30<sup>th</sup> or by the 60<sup>th</sup> day after the taxing unit receives the certified appraisal roll, whichever date is later. The City received certified values on August 22, 2018; making our required tax rate adoption date October 22, 2018.

According to the Texas Property Tax Code and the Texas Truth in Taxation Guidelines, the adoption of the tax rate must be a separate item on the City Council meeting agenda. The tax rate must be adopted by super majority affirmative vote of an ordinance, resolution or order.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action is required to comply with Truth in Taxation guidelines regarding tax rate adoption.

### RECOMMENDATIONS

Staff recommends consideration of the required ordinance to adopt the 2018 tax rate.

### ATTACHMENTS

[Ordinance](#)

(Title: An ordinance providing for the levy and collection of ad valorem taxes of the City of Friendswood, Texas, for the tax year commencing October 01, 2018, and ending September 30, 2019.)

**ORDINANCE NO. T2018-29**

**AN ORDINANCE PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE TAX YEAR COMMENCING OCTOBER 01, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.**

\* \* \* \* \*

**WHEREAS**, Section 26.05 of the Texas Property Tax Code provides that before the latter of September 30<sup>th</sup> or the 60<sup>th</sup> day after the date the City receives the certified appraisal roll the City Council shall adopt a tax rate for the current tax year; and

**WHEREAS**, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the City's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures for the next year), each of such two components must be approved separately; and

**WHEREAS**, the proposed tax rate for the current tax year of the City of Friendswood, Texas, consists of two such components, a tax rate of \$0.095218 for debt service and a tax rate of \$0.437173 to fund maintenance and operation expenditures; and

**WHEREAS**, by separate motions heretofore adopted by the City Council of the City of Friendswood, Texas, at a regular meeting of City Council held on this 1st day of October, 2018, said City Council has approved separately the tax rate heretofore specified for each of said components; and

**WHEREAS**, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held;

**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 found to be true and correct and are hereby adopted, ratified, and confirmed.

**Section 2.** There is hereby levied, for the tax year commencing October 1, 2018 and ending September 30, 2019, to fund the City's fiscal year 2018-2019 municipal budget, an ad valorem tax at the total rate of \$0.532390 on each One Hundred Dollars (\$100) of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City, upon which an ad valorem tax is authorized by law to be levied by the City of Friendswood, Texas. All such taxes shall be assessed and collected in current money of the United States of America. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE INCREASED BY 0.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.03.**

**Section 3.** Of the total tax levied in Section 2 hereof, \$0.437173 is levied to fund maintenance and operation expenditures of the City for the fiscal year 2018-2019.

**Section 4.** Of the total tax levied in Section 2 hereof, \$0.095218 is levied for the purpose of paying the interest on bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City of Friendswood, Texas, including the various installments of principal due on the serial bonds, warrants, certificates of obligation, or

other lawfully authorized evidence of indebtedness issued by the City, as such installments shall respectively mature in the fiscal year 2018-2019.

**Section 5.** All ad valorem taxes levied hereby, in the total amount of \$0.532390 on each One Hundred Dollars (\$100.00) of assessed valuation, as reflected by Sections 2, 3, and 4 hereof, shall be due and payable on or before January 31, 2019. All ad valorem taxes due the City of Friendswood, Texas, and not paid on or before January 31<sup>st</sup> following the year for which they were levied, shall bear penalty and interest as prescribed in the Texas Tax Code.

**Section 6.** 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 7.** All ordinances and parts of ordinance in conflict herewith are, to the extent of such conflict, hereby repealed.

**PASSED, APPROVED, AND ADOPTED BY A RECORD VOTE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ON THE FIRST AND FINAL READING THIS 1<sup>ST</sup> DAY OF OCTOBER, 2018.**

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Mike Foreman  
Mayor

ATTEST:

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Melinda Welsh, TRMC  
City Secretary



**RECORD VOTE:**

| <b><u>COUNCIL MEMBER:</u></b> | <b><u>VOTED FOR</u></b> | <b><u>VOTED AGAINST</u></b> |
|-------------------------------|-------------------------|-----------------------------|
| MIKE FOREMAN, MAYOR           | _____                   | _____                       |
| STEVE ROCKEY                  | _____                   | _____                       |
| SALLY BRANSON                 | _____                   | _____                       |
| TRISH HANKS                   | _____                   | _____                       |
| ROBERT J. GRIFFON             | _____                   | _____                       |
| JOHN SCOTT                    | _____                   | _____                       |
| CARL W. GUSTAFSON             | _____                   | _____                       |



## 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: 10/1/2018

Date Submitted: 9/13/2017

Dept. Clearances: Patrick

Prepared by: George L. Cherepes

Subject: Sterling Creek Section Three – Request to authorize acceptance of Paving and Utilities improvements at completion of one year maintenance period

Originating Department: Public Works

City Attorney Review: N/A

Proceeding: Consent Agenda

Degree of importance: Critical ☐ Significant ☒ Elective ☐

Expenditure Required: N/A

Amount Budgeted: N/A

Appropriation Required: N/A

Source of Funds: N/A

FINANCE APPROVAL:

**MK**

**Morad Kabiri**  
City Manager

### SUMMARY / ORIGINATING CAUSE

In accordance with our final acceptance process, City staff has confirmed that the required utility infrastructure and paving improvements to serve Sterling Creek Section Three has been executed in accordance with the approved plans. The required one-year maintenance period for the respective contractor has been completed, a formal walk-through has been conducted, and the required punch list repairs have been completed. The designated contractor (David Wight Construction) has fulfilled all necessary obligations required for proposed acceptance.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

City acceptance of maintenance for the improvements and release of the respective contractor's maintenance bond will transfer liability for maintenance from the respective contractor, to the City Public Works Department.

### RECOMMENDATIONS

Staff recommends that City Council formally authorize acceptance of the Sterling Creek Section Three utility and paving infrastructure improvements, and release the respective maintenance bond with the designated contractor (David Wight Construction)

### ATTACHMENTS

[One-Year Maintenance Acceptance – David Wight Construction](#)

[Release of Bond – David Wight Construction](#)



# *City of Friendswood*

**Department of Public Works**

**15355 Blackhawk Blvd**

**Friendswood, Texas 77546-4856**

**DOCUMENT 00815**

## ***Certificate of One-Year Maintenance Acceptance***

PROJECT NAME: Sterling Creek Section 3  
CONTRACTOR: David Wight

On July 17, 2018 the Department of Public Works received notification that the Contractor wished to declare the One-Year Maintenance Period of the Work on the above referenced project was coming to completion. A site visit was requested to inspect the Work for release of the One-Year Maintenance Bond.

A site visit was carried out on July 24, 2018 by the City to ascertain the compliance of the Work with the Contract for Substantial Completion. During that site visit, a punch list of incomplete or non-conforming work was identified and agreed to by the City and the David Wight. All work is declared Acceptable and the One-year Maintenance Period is complete.

This Certificate acknowledges that the Contractor has fulfilled all of the requirements of the Contract with the City of Friendswood and both the City and the Contractor considers this Contract complete. It dissolves any claim from either the Contractor or the City pertaining to any part of this Contract, except for Manufacturer's Warranties that extend past the One-Year Maintenance Period in which any problems will be dealt with between the City and the Manufacturer.

  
\_\_\_\_\_  
George L. Cherepes, CFM  
Projects Coordinator

  
\_\_\_\_\_  
Date

**END OF DOCUMENT**



# City of Friendswood

Department of Public Works

15355 Blackhawk Boulevard  
Friendswood, Texas 77546-4856

DOCUMENT 00825

## Release of Bond

PROJECT NAME: Sterling Creek Section 3

PROJECT NUMBER: 16-00003201

TO: DWC Management, LLC, David Wight Construction Company, Ltd.  
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 Maintenance Period and renders this obligation null and void, and releases the One-Year Maintenance Bond, Bond Number TXC 608609 from Merchants Bonding Company, 2100 Fleur Drive, Des Moines, IZ 50321, which is enclosed.



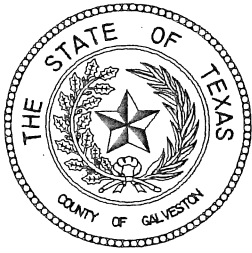
George L. Cherepes, CFM  
Projects Coordinator

9/14/18  
Date

Copy: Merchants Bonding Company

END OF DOCUMENT





**Cheryl E. Johnson**  
**Assessor And Collector of Taxes**  
**Galveston County**

Galveston County Courthouse  
722 Moody, Galveston, Texas 77550  
(409) 765-3277 Toll Free (877) 766-2284 Fax (409) 766-2479  
Cheryl.E.Johnson@co.galveston.tx.us

September 5, 2018

See distribution list:

The 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 August, 2018 is true and correct.

Under my hand and seal this 5th day of September, 2018.

  
Cheryl E. Johnson  
Tax Assessor/Collector

cc: Perdue, Brandon, Fielder, Collins, & Mott  
Linebarger, Goggan, Blair, & Simpson  
Randall Rice, County Auditor  
Affiliated taxing entities (individual entity report, see distribution list)

09/04/2018 14:29:19 3049991  
TC298-D SELECTION: SYSTEM  
RECEIPT DATE: ALL

LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM  
DEPOSIT DISTRIBUTION  
FROM: 08/01/2018 THRU 08/31/2018  
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 31  
INCLUDES AG ROLLBACK

| YEAR | FUND  | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIP AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|------|-------|----------|-----------|----------------|------------------|------------|----------------|----------|------------|---------------|----------------|
| 2017 | M & O | .432349  | 53,740.54 | .00            | 5,850.60         | .00        | 59,591.14      | 7,534.55 | .00        | .00           | 67,125.69      |
|      | I & S | .095000  | 11,808.33 | .00            | 1,285.56         | .00        | 13,093.89      | .00      | .00        | .00           | 13,093.89      |
|      | TOTAL | .527349  | 65,548.87 | .00            | 7,136.16         | .00        | 72,685.03      | 7,534.55 | .00        | .00           | 80,219.58      |
| 2016 | M & O | .462000  | 3,567.11  | .00            | 1,056.37         | .00        | 4,623.48       | 1,090.78 | .00        | .00           | 5,714.26       |
|      | I & S | .084000  | 648.56    | .00            | 192.05           | .00        | 840.61         | .00      | .00        | .00           | 840.61         |
|      | TOTAL | .546000  | 4,215.67  | .00            | 1,248.42         | .00        | 5,464.09       | 1,090.78 | .00        | .00           | 6,554.87       |
| 2015 | M & O | .497200  | 586.32    | .00            | 242.40           | .00        | 828.72         | 188.92   | .00        | .00           | 1,017.64       |
|      | I & S | .071500  | 84.32     | .00            | 34.86            | .00        | 119.18         | .00      | .00        | .00           | 119.18         |
|      | TOTAL | .568700  | 670.64    | .00            | 277.26           | .00        | 947.90         | 188.92   | .00        | .00           | 1,136.82       |
| 2014 | M & O | .530300  | 510.81    | .00            | 270.27           | .00        | 781.08         | 173.25   | .00        | .00           | 954.33         |
|      | I & S | .061100  | 58.84     | .00            | 31.15            | .00        | 89.99          | .00      | .00        | .00           | 89.99          |
|      | TOTAL | .591400  | 569.65    | .00            | 301.42           | .00        | 871.07         | 173.25   | .00        | .00           | 1,044.32       |
| 2013 | M & O | .530300  | 7.02      | .00            | 3.87             | .00        | 10.89          | .00      | .00        | .00           | 10.89          |
|      | I & S | .061100  | .80       | .00            | .44              | .00        | 1.24           | .00      | .00        | .00           | 1.24           |
|      | TOTAL | .591400  | 7.82      | .00            | 4.31             | .00        | 12.13          | .00      | .00        | .00           | 12.13          |
| 2012 | M & O | .530700  | 43.01     | .00            | 33.24            | .00        | 76.25          | 14.87    | .00        | .00           | 91.12          |
|      | I & S | .066300  | 5.37      | .00            | 4.16             | .00        | 9.53           | .00      | .00        | .00           | 9.53           |
|      | TOTAL | .597000  | 48.38     | .00            | 37.40            | .00        | 85.78          | 14.87    | .00        | .00           | 100.65         |
| 2011 | M & O | .521800  | 47.49     | .00            | 43.22            | .00        | 90.71          | 20.52    | .00        | .00           | 111.23         |
|      | I & S | .068400  | 6.22      | .00            | 5.66             | .00        | 11.88          | .00      | .00        | .00           | 11.88          |
|      | TOTAL | .590200  | 53.71     | .00            | 48.88            | .00        | 102.59         | 20.52    | .00        | .00           | 123.11         |
| 2009 | M & O | .499700  | 1.11      | .00            | 1.27             | .00        | 2.38           | .56      | .00        | .00           | 2.94           |
|      | I & S | .080000  | .18       | .00            | .21              | .00        | .39            | .00      | .00        | .00           | .39            |
|      | TOTAL | .579700  | 1.29      | .00            | 1.48             | .00        | 2.77           | .56      | .00        | .00           | 3.33           |
| 2007 | M & O | .501600  | 5.23      | .00            | 6.64             | .00        | 11.87          | .00      | .00        | .00           | 11.87          |
|      | I & S | .074800  | .79       | .00            | .98              | .00        | 1.77           | .00      | .00        | .00           | 1.77           |
|      | TOTAL | .576400  | 6.02      | .00            | 7.62             | .00        | 13.64          | .00      | .00        | .00           | 13.64          |
| ALL  | M & O |          | 58,508.64 | .00            | 7,507.88         | .00        | 66,016.52      | 9,023.45 | .00        | .00           | 75,039.97      |
| ALL  | I & S |          | 12,613.41 | .00            | 1,555.07         | .00        | 14,168.48      | .00      | .00        | .00           | 14,168.48      |
| ALL  | TOTAL |          | 71,122.05 | .00            | 9,062.95         | .00        | 80,185.00      | 9,023.45 | .00        | .00           | 89,208.45      |
| DLQ  | M & O |          | 4,768.10  | .00            | 1,657.28         | .00        | 6,425.38       | 1,488.90 | .00        | .00           | 7,914.28       |
| DLQ  | I & S |          | 805.08    | .00            | 269.51           | .00        | 1,074.59       | .00      | .00        | .00           | 1,074.59       |
| DLQ  | TOTAL |          | 5,573.18  | .00            | 1,926.79         | .00        | 7,499.97       | 1,488.90 | .00        | .00           | 8,988.87       |

09/04/2018 14:29:19 3049991  
TC298-D SELECTION: SYSTEM

RECEIPT DATE: ALL  
LOCATION: LOCATION NAME NOT FOUND

TAX COLLECTION SYSTEM  
DEPOSIT DISTRIBUTION  
FROM: 08/01/2018 THRU 08/31/2018  
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 32  
INCLUDES AG ROLLBACK

| YEAR       | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|------------|------|----------|-----------|----------------|------------------|------------|----------------|----------|------------|---------------|----------------|
| CURR M & O |      |          | 53,740.54 | .00            | 5,850.60         | .00        | 59,591.14      | 7,534.55 | .00        | .00           | 67,125.69      |
| CURR I & S |      |          | 11,808.33 | .00            | 1,285.56         | .00        | 13,093.89      | .00      | .00        | .00           | 13,093.89      |
| CURR TOTAL |      |          | 65,548.87 | .00            | 7,136.16         | .00        | 72,685.03      | 7,534.55 | .00        | .00           | 80,219.58      |

FISCAL START: 08/01/2018 END: 07/31/2019 JURISDICTION: 0337 FRIENDWD CITY

|              | CERT TAXABLE VALUE | ADJUSTMENTS | ADJ TAX VALUE | TAX RATE  | TAX LEVY   | PAID ACCTS |
|--------------|--------------------|-------------|---------------|-----------|------------|------------|
| CURRENT YEAR | 3,264,000.598      | 0           | 3,264,000.598 | 00.527349 | 166,852.29 | 16,742     |

| YEAR | TAXES DUE  | MONTH ADJ | ADJUSTMENT YTD | LEVY PAID | PAID YTD  | BALANCE    | COLL % | YTD UNCOLL |
|------|------------|-----------|----------------|-----------|-----------|------------|--------|------------|
| 2017 | 166,852.29 | .00       | 0.00           | 65,548.87 | 65,548.87 | 101,303.42 | 39.29  | 0.00       |
| 2016 | 44,211.77  | .00       | 0.00           | 4,215.67  | 4,215.67  | 39,996.10  | 9.54   | 0.00       |
| 2015 | 21,670.94  | .00       | 0.00           | 670.64    | 670.64    | 21,000.30  | 3.09   | 0.00       |
| 2014 | 22,349.21  | .00       | 0.00           | 569.65    | 569.65    | 21,779.56  | 2.55   | 0.00       |
| 2013 | 17,333.06  | .00       | 0.00           | 7.82      | 7.82      | 17,325.24  | .05    | 0.00       |
| 2012 | 13,775.53  | .00       | 0.00           | 48.38     | 48.38     | 13,727.15  | .35    | 0.00       |
| 2011 | 13,156.57  | .00       | 0.00           | 53.71     | 53.71     | 13,102.86  | .41    | 0.00       |
| 2010 | 12,173.22  | .00       | 0.00           | 0.00      | 0.00      | 12,173.22  |        | 0.00       |
| 2009 | 13,941.29  | .00       | 0.00           | 1.29      | 1.29      | 13,940.00  | .01    | 0.00       |
| 2008 | 10,617.22  | .00       | 0.00           | 0.00      | 0.00      | 10,617.22  |        | 0.00       |
| 2007 | 3,846.68   | .00       | 0.00           | 6.02      | 6.02      | 3,840.66   | .16    | 0.00       |
| 2006 | 3,780.84   | .00       | 0.00           | 0.00      | 0.00      | 3,780.84   |        | 0.00       |
| 2005 | 2,416.01   | .00       | 0.00           | 0.00      | 0.00      | 2,416.01   |        | 0.00       |
| 2004 | 650.49     | .00       | 0.00           | 0.00      | 0.00      | 650.49     |        | 0.00       |
| 2003 | 647.12     | .00       | 0.00           | 0.00      | 0.00      | 647.12     |        | 0.00       |
| 2002 | 924.85     | .00       | 0.00           | 0.00      | 0.00      | 924.85     |        | 0.00       |
| 2001 | 941.66     | .00       | 0.00           | 0.00      | 0.00      | 941.66     |        | 0.00       |
| 2000 | 996.69     | .00       | 0.00           | 0.00      | 0.00      | 996.69     |        | 0.00       |
| 1999 | 481.49     | .00       | 0.00           | 0.00      | 0.00      | 481.49     |        | 0.00       |
| 1998 | 551.21     | .00       | 0.00           | 0.00      | 0.00      | 551.21     |        | 0.00       |
| 1997 | 0.00       | .00       | 0.00           | 0.00      | 0.00      | 0.00       |        | 0.00       |
| **** | 351,318.14 | .00       | 0.00           | 71,122.05 | 71,122.05 | 280,196.09 |        | 0.00       |



# Summary of Jurisdiction Remittances Processed

Report run on: September 5, 2018 9:40 AM

For Remitted Deposit Dates 08/01/2018 thru 08/31/2018 as of 09/05/2018

Version 1.50

| Tax Unit                 |                       | M & O Total | I & S Total | TIF Levy | TIF Interest | Fee Total | Total       |
|--------------------------|-----------------------|-------------|-------------|----------|--------------|-----------|-------------|
| <b>337 FRIENDWD CITY</b> |                       |             |             |          |              |           |             |
| ACH 42231                | Print Date:08/08/2018 |             |             |          |              |           |             |
|                          | Delq                  | 9,511.58    | 2,068.19    | 0.00     | 0.00         | 0.00      | 11,579.77   |
| Last Deposit Date        | 08/06/2018            | \$9,511.58  | \$2,068.19  | \$0.00   | \$0.00       | \$0.00    | \$11,579.77 |
| ACH 42270                | Print Date:08/09/2018 |             |             |          |              |           |             |
|                          | Delq                  | 21,344.82   | 4,679.17    | 0.00     | 0.00         | 0.00      | 26,023.99   |
| Last Deposit Date        | 08/07/2018            | \$21,344.82 | \$4,679.17  | \$0.00   | \$0.00       | \$0.00    | \$26,023.99 |
| ACH 42310                | Print Date:08/10/2018 |             |             |          |              |           |             |
|                          | Delq                  | 1,123.27    | 246.82      | 0.00     | 0.00         | 0.00      | 1,370.09    |
| Last Deposit Date        | 08/08/2018            | \$1,123.27  | \$246.82    | \$0.00   | \$0.00       | \$0.00    | \$1,370.09  |
| ACH 42345                | Print Date:08/13/2018 |             |             |          |              |           |             |
|                          | Delq                  | 3,040.41    | 667.41      | 0.00     | 0.00         | 0.00      | 3,707.82    |
| Last Deposit Date        | 08/09/2018            | \$3,040.41  | \$667.41    | \$0.00   | \$0.00       | \$0.00    | \$3,707.82  |
| ACH 42381                | Print Date:08/14/2018 |             |             |          |              |           |             |
|                          | Delq                  | 817.04      | 166.46      | 0.00     | 0.00         | 0.00      | 983.50      |
| Last Deposit Date        | 08/10/2018            | \$817.04    | \$166.46    | \$0.00   | \$0.00       | \$0.00    | \$983.50    |
| ACH 42410                | Print Date:08/15/2018 |             |             |          |              |           |             |
|                          | Delq                  | 221.49      | 48.68       | 0.00     | 0.00         | 0.00      | 270.17      |
| Last Deposit Date        | 08/13/2018            | \$221.49    | \$48.68     | \$0.00   | \$0.00       | \$0.00    | \$270.17    |
| ACH 42444                | Print Date:08/16/2018 |             |             |          |              |           |             |
|                          | Delq                  | 1,072.29    | 235.11      | 0.00     | 0.00         | 0.00      | 1,307.40    |
| Last Deposit Date        | 08/14/2018            | \$1,072.29  | \$235.11    | \$0.00   | \$0.00       | \$0.00    | \$1,307.40  |
| ACH 42479                | Print Date:08/17/2018 |             |             |          |              |           |             |
|                          | Delq                  | 492.22      | 108.16      | 0.00     | 0.00         | 0.00      | 600.38      |
| Last Deposit Date        | 08/15/2018            | \$492.22    | \$108.16    | \$0.00   | \$0.00       | \$0.00    | \$600.38    |
| ACH 42513                | Print Date:08/17/2018 |             |             |          |              |           |             |
|                          | Delq                  | 114.83      | 25.16       | 0.00     | 0.00         | 0.00      | 139.99      |
| Last Deposit Date        | 08/16/2018            | \$114.83    | \$25.16     | \$0.00   | \$0.00       | \$0.00    | \$139.99    |
| ACH 42542                | Print Date:08/21/2018 |             |             |          |              |           |             |
|                          | Delq                  | 928.32      | 202.82      | 0.00     | 0.00         | 0.00      | 1,131.14    |
| Last Deposit Date        | 08/17/2018            | \$928.32    | \$202.82    | \$0.00   | \$0.00       | \$0.00    | \$1,131.14  |
| ACH 42574                | Print Date:08/22/2018 |             |             |          |              |           |             |
|                          | Delq                  | 60.46       | 13.29       | 0.00     | 0.00         | 0.00      | 73.75       |
| Last Deposit Date        | 08/20/2018            | \$60.46     | \$13.29     | \$0.00   | \$0.00       | \$0.00    | \$73.75     |
| ACH 42609                | Print Date:08/23/2018 |             |             |          |              |           |             |
|                          | Delq                  | 705.94      | 155.11      | 0.00     | 0.00         | 0.00      | 861.05      |
| Last Deposit Date        | 08/21/2018            | \$705.94    | \$155.11    | \$0.00   | \$0.00       | \$0.00    | \$861.05    |
| ACH 42643                | Print Date:08/28/2018 |             |             |          |              |           |             |
|                          | Delq                  | 5,859.09    | 1,273.24    | 0.00     | 0.00         | 0.00      | 7,132.33    |
| Last Deposit Date        | 08/22/2018            | \$5,859.09  | \$1,273.24  | \$0.00   | \$0.00       | \$0.00    | \$7,132.33  |
| ACH 42673                | Print Date:08/28/2018 |             |             |          |              |           |             |
|                          | Delq                  | 1,497.90    | 313.49      | 0.00     | 0.00         | 0.00      | 1,811.39    |
| Last Deposit Date        | 08/23/2018            | \$1,497.90  | \$313.49    | \$0.00   | \$0.00       | \$0.00    | \$1,811.39  |

ACTGL\_TU\_REMIT\_SP

# Summary of Jurisdiction Remittances Processed

Report run on: September 5, 2018 9:40 AM

For Remitted Deposit Dates 08/01/2018 thru 08/31/2018 as of 09/05/2018

Version 1.50

| Tax Unit                 |                       | M & O Total        | I & S Total        | TIF Levy      | TIF Interest  | Fee Total     | Total              |
|--------------------------|-----------------------|--------------------|--------------------|---------------|---------------|---------------|--------------------|
| <b>337 FRIENDWD CITY</b> |                       |                    |                    |               |               |               |                    |
| ACH 42708                | Print Date:08/28/2018 |                    |                    |               |               |               |                    |
|                          | Delq                  | 3,736.51           | 775.13             | 0.00          | 0.00          | 0.00          | 4,511.64           |
| Last Deposit Date        | 08/24/2018            | \$3,736.51         | \$775.13           | \$0.00        | \$0.00        | \$0.00        | \$4,511.64         |
| ACH 42744                | Print Date:08/29/2018 |                    |                    |               |               |               |                    |
|                          | Delq                  | 919.42             | 202.02             | 0.00          | 0.00          | 0.00          | 1,121.44           |
| Last Deposit Date        | 08/27/2018            | \$919.42           | \$202.02           | \$0.00        | \$0.00        | \$0.00        | \$1,121.44         |
| ACH 42778                | Print Date:08/30/2018 |                    |                    |               |               |               |                    |
|                          | Delq                  | 5,280.36           | 1,090.95           | 0.00          | 0.00          | 0.00          | 6,371.31           |
| Last Deposit Date        | 08/28/2018            | \$5,280.36         | \$1,090.95         | \$0.00        | \$0.00        | \$0.00        | \$6,371.31         |
| ACH 42815                | Print Date:08/31/2018 |                    |                    |               |               |               |                    |
|                          | Delq                  | 5,257.12           | 1,022.96           | 0.00          | 0.00          | 0.00          | 6,280.08           |
| Last Deposit Date        | 08/29/2018            | \$5,257.12         | \$1,022.96         | \$0.00        | \$0.00        | \$0.00        | \$6,280.08         |
| ACH 42849                | Print Date:09/04/2018 |                    |                    |               |               |               |                    |
|                          | Delq                  | 1,306.57           | 281.13             | 0.00          | 0.00          | 0.00          | 1,587.70           |
| Last Deposit Date        | 08/30/2018            | \$1,306.57         | \$281.13           | \$0.00        | \$0.00        | \$0.00        | \$1,587.70         |
| ACH 42888                | Print Date:09/05/2018 |                    |                    |               |               |               |                    |
|                          | Delq                  | 2,726.88           | 593.18             | 0.00          | 0.00          | 0.00          | 3,320.06           |
| Last Deposit Date        | 08/31/2018            | \$2,726.88         | \$593.18           | \$0.00        | \$0.00        | \$0.00        | \$3,320.06         |
| <b>Total:</b>            |                       | <b>\$66,016.52</b> | <b>\$14,168.48</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$80,185.00</b> |