



**CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 8, 2025, 5:30 PM
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DR, FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. INVOCATION

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

4. COUNCIL COMMENTS AND REPORTS

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

5. PUBLIC COMMENT

To comply with the provisions of the Texas Open Meetings Act, the City Council may not deliberate any item not listed on the agenda, as such, the City Council will listen to public comment and may (i) refer the item to City Management for further action or (ii) direct staff to place an item on a future agenda. During public comment, the public shall comply with the Council's rules of decorum.

6. COMMITTEES OR SPECIAL REPORTS

- A. Receive the Friendswood Downtown Economic Development Corporation Annual Report.
- B. Receive the Friendswood Property Tax and Court Collection Report.

7. WORK SESSION TOPICS

- A. Receive and discuss the Engineering Department's Quarterly Drainage Update.
- B. Discuss the results of the City's trash and recycling collection services survey and options moving forward.

8. TAX RATE FOR FISCAL YEAR 2025-26

- A. Conduct a public hearing regarding the City of Friendswood proposed tax rate for Fiscal Year 2025-2026.
- B. Consider an ordinance for first and final reading adopting and levying the ad valorem tax rate for maintenance and operation expenditures for the City of Friendswood's fiscal year commencing October 1, 2025, and ending September 30, 2026, and adopting and levying the ad valorem tax rate for debt service for the City of Friendswood's fiscal year commencing October 1, 2025, and ending September 30, 2026.

9. CITY MANAGER'S REPORT

- A. Recognize Deputy City Manager Steven Rhea and Community Development Director Aubrey Harbin for their participation as keynote speakers at the Bay Area Commercial Real Estate Network (BACREN) Monthly Marketing Luncheon on August 21, 2025.
- B. Recognize Engineering Director Jil Arias for being invited to present the City's Master Drainage Plan at the Texas Floodplain Management Association's 2025 Technical Summit on August 28, 2025.
- C. Recognize GIS Manager Diana Lopez for being invited to present her Garbage and Recycling Services Survey dashboard at the ESRI Micro Region Event on September 24, 2025.
- D. Recognize Deputy Director of Human Resources Chani Honeycutt for being awarded the 2025 Professional Society for Human Resources Management (SHRM) Certification Grant.
- E. Highlight the upcoming National Night Out on October 7, 2025.
- F. Reminder of the temporary location of City Council meetings during the renovation of the City Council Chambers.

10. BUSINESS ITEMS

- A. Consider naming a memorial bench to be placed at Friendswood Veterans Memorial in honor of Former Police Chief Robert "Bob" Wieners and authorizing the purchase and installation of such memorial.
- B. Consider authorizing the formation of a 32-member 2026 Bond Election Ad Hoc Committee and confirming the appointments thereto.

11. PROPOSED ORDINANCES & RESOLUTIONS

- A. Consider on second and final reading an ordinance approving the 2025 Annual Update to the Service and Assessment Plan and Assessment Roll for the Friendswood City Center Public Improvement District, including the collection of annual installments.
- B. Consider on second and final reading an ordinance annexing property owned by the City of Friendswood in accordance with that boundary agreement with the City of League City executed on May 6, 2025; said property being approximately 1.3347 acres out of Lots 159, 160, and 170, Slone Subdivision according to the plat thereof as filed in Volume 254, Page 53-54 Galveston County Map Records.
- C. Consider on second and final reading an ordinance amending Chapter 2 "Administration," Article I "Generally," Section 2-23 "Procedure and administration," Subsection (a) Rules of procedure"; and Article II "Boards, Committees and Commissions," Division 6 "Fourth of July Steering Committee," Section 2-51 "Created; membership," Subsection (b) "Membership" and Division 8 "Keep Friendswood Beautiful Committee," Section 2-61 "Created, membership," Subchapter (b) "Membership" of the Friendswood City Code to remove residency and business ownership as qualifications for membership.
- D. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment XII" and providing for supplemental appropriation and/or transfer of certain funds.
- E. Consider a resolution authorizing the City Manager to execute a finance contract with Government Capital Corporation for the financing of technology and various equipment, including, but not limited to, generators and associated equipment, emergency equipment, and ambulance chassis and refit.

12. CONSENT AGENDA

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

- A. Consider a resolution authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation for a Surface Transportation Block Grant Project related to the Sunset Drive Signal Improvements Project.
- B. Consider a resolution authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation for a Surface Transportation Block Grant Project related to the Intersection Improvements at FM 518 & FM 528 Project.
- C. Consider a resolution amending Resolution No. R2025-01 to authorize additional local funds for the Community Development Block Grant (CDBG) Annalea Neighborhood Improvements Project.
- D. Consider approving the purchase of emergency medical supplies from Life Assist Inc., and Bound Tree Medical, LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract Nos. 698-23 and 704-23.
- E. Consider authorizing a Memorandum of Renewal of the Fire and Rescue Services Agreement with the Friendswood Volunteer Fire Department for the second one-year extension term.
- F. Consider authorizing a Memorandum of Understanding with Collaborative Operations for Regional Emergencies (C.O.R. E. Institute) for communication, coordination and resource sharing.
- G. Consider authorizing the purchase of twenty (20) mobile terminal units with all related appurtenances from CDW Government for the Friendswood Police Department using DIR Contract No. DIR-CPO-4547.
- H. Consider approving the purchase of a new Teens' Playground at Centennial Park from fun abounds, inc., through the Texas Local Government Purchasing Cooperative (BuyBoard).
- I. Consider approving the disposal of four (4) Public Works vehicles through Public Surplus Auction.
- J. Consider approving the disposal of two (2) Police Department vehicles through EBlock Houston.
- K. Consider accepting the First Baptist Church Infrastructure Improvements Project and authorizing the commencement of the contractor's one-year maintenance period.
- L. Consider accepting the 2023 Tank Rehabilitation Project to CFG Industries, LLC, and authorizing the commencement of the contractor's one-year maintenance period.
- M. Consider approving the ad valorem tax report for July 2025.
- N. Consider approving the minutes of the City Council and Friendswood Benefit Trust Joint Meeting held on August 4, 2025.

13. ADJOURNMENT

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

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS

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

City of Friendswood FYE 2025 Taxpayer Impact Statement* (Based upon Balanced Budgets)			
Description	Property Tax Bill for FYE 2024	Property Tax Bill for FYE 2025 at the No-New- Revenue Tax Rate	Property Tax Bill for FYE 2025 at the Adopted Tax Rate
Total Tax Rate (per \$100 of value)	\$0.500728	\$0.495117	\$ 0.514172
Value of Median-Valued Homestead Property in City (with 20% Homestead Exemption)	\$354,005	\$369,935	\$369,935
Tax on Median-Valued Homestead	\$1,772.60	\$1,831.61	\$ 1,902.10

*Proposed amendment does not affect the 2024 taxpayer impact statement

City of Friendswood FYE 2026 Taxpayer Impact Statement (Based upon Balanced Budgets)			
Description	Property Tax Bill for FYE 2025	Estimated Property Tax Bill for FYE 2026 at the No New Revenue Rate	Estimated Property Tax Bill for FYE 2026 at the Proposed Tax Rate
Total Tax Rate (per \$100 of value)	\$ 0.514172	\$0.50117	\$ 0.514172
Value of Median-Valued Homestead Property in City (with 20% Homestead Exemption)	\$369,935	\$384,073	\$384,073
Tax on Median-Valued Homestead	\$ 1,902.10	\$1,924.86	\$1,974.80

Raquel Martinez



Posted by: Raquel Martinez, TRMC, City Secretary
 Posted in compliance with the Open Meetings Act on this
2nd day of September 2025, at 5:30 P.M.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 12/02/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive the Friendswood Downtown Economic Development Corporation Annual Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive and discuss the Friendswood Downtown Economic Development Corporation's report outlining their activities and achievements in the last year. The report is attached and there will not be a presentation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report.

ATTACHMENTS

1. 2025 FDEDC Report



**Friendswood Downtown Economic Development Corporation (FDEDC)
Annual Report to City Council
September 08, 2025**

The City Council appointed seven-member Board of Directors to the Friendswood Downtown Economic Development Corporation which includes President Rebecca Hillenburg, Vice President Elmer (Bubba) Johnson, Secretary/Treasurer Paul Marx, Ron Cox, Arden “Trey” Hill, Chris Richardson and Scott MacKenzie.

The vision statement of the FDEDC is: *Downtown Friendswood! A family-friendly destination with beautiful streetscapes and unique businesses.* The mission of the FDEDC is to: 1. Communicate and engage with Friendswood citizens; 2. Make well-planned and strategic recommendations (to City Council) regarding improvements to the Downtown District; and 3. Exercise our fiduciary responsibilities to our taxpayers.

Since last year’s annual report to City Council, the Board has held ten meetings with the two staff liaisons, Community Development Director Aubrey Harbin and Deputy City Manager Steven Rhea.

This is a summary of the Board’s activities over the past year.

- The Downtown lighting project is nearing completion as Pfieffer and Son. Ltd. are in the final stages of construction with walk-throughs and punch list items remaining. All installed lights and fixtures are operational.
- FDEDC partnered with Keep Friendswood Beautiful for the an Electrical box Artwork Project that has transformed the boxes into mini murals that complement the Downtown District.
- Downtown District street signs have been approved for installation on side streets as well as wayfinding and directional signage for S. Friendswood Drive that will provide a welcome to Downtown Friendswood.
- A new 40’ lighted Christmas tree was approved for purchase along with garland and decorations for many of the new light poles. The new tree will be the highlight of the City Christmas display in Stevenson Park for years to come.
- Looking to the future, the FDEDC has begun workshops on potential projects for downtown. These include aerial clutter removal, additional sidewalk construction for side streets in the Downtown District, additional lighting and public safety improvements.

Attached to this report is the latest fund summary prepared by the City which estimates the fiscal year 2024-2025 end fund balance totaling \$2,940,612. The projected revenue for the next fiscal year is \$986,808 which includes sales tax and interest. The projected end of fiscal year 2025-2026 fund balance is \$3,909,420 after expenditures.

In closing, the Board appreciates City Council’s support and looks forward to overseeing FDEDC’s completion of the ongoing and upcoming projects as well as planning for future projects that will benefit Downtown Friendswood.

DOWNTOWN ILLUMINATION PROJECT



KFB ELECTRICAL BOX ARTWORK PROJECT



STREET SIGNS, WAYFINDING & DIRECTIONAL SIGNAGE



40' PRELIT CHRISTMAS TREE & GARLAND



Friendswood Downtown Economic Development Improvement Fund (175)

Fund Summary

	FY24 Actual	FY25 Original Budget	FY25 Amended Budget	FY25 Year End Estimate	FY26 Proposed Budget
Revenues					
Sales Taxes	\$836,484	\$774,327	\$774,327	\$893,728	\$893,728
Interest Earned	119,132	108,862	108,862	93,324	93,080
Total Revenues	\$955,616	\$883,189	\$883,189	\$987,052	\$986,808
Expenditures					
Administrative Expenses	\$0	\$2,000	\$2,000	\$0	\$2,000
Capital Equipment	0	0	152,390	152,389	0
Capital Improvements	1,363,429	0	757,293	756,898	0
Total Expenditures	\$1,363,429	\$2,000	\$911,683	\$909,287	\$2,000
Other Financing Sources (Uses)					
Operating Transfers Out	(16,000)	(16,000)	(16,000)	(16,000)	(16,000)
Total Other Financing Sources (Uses)	\$(16,000)	\$(16,000)	\$(16,000)	\$(16,000)	\$(16,000)
Increase (Decrease) In Fund Balance	\$(423,813)	\$865,189	\$(44,494)	\$61,765	\$968,808
Beginning Fund Balance	\$3,302,660	\$2,878,847	\$2,878,847	\$2,878,847	\$2,940,612
Ending Fund Balance	\$2,878,847	\$3,744,036	\$2,834,353	\$2,940,612	\$3,909,420

*

* Fund established in FY17 to record sales tax revenue collected for economic development improvements of the City's downtown area. There are no planned projects for FY26.

City of Friendswood's sales tax rate increased from 7.75% to 8.25% with voter approval in May 2016. The 1/2 cent sales tax rate increase is distributed in the following manner:

\$0.00125 for Economic Development improvements in the City's downtown area

\$0.00375 for Streets maintenance and improvements

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 07/10/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Receive the Friendswood Property Tax and Court Collection Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Attached is the City's annual report of the progress of delinquent tax, municipal fine and fee, and utility account collection efforts, as submitted by the City's auditors, Perdue Brandon Feilder Collins & Motts LLP.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Awareness of the City's financial well being.

RECOMMENDATIONS

Receive report.

ATTACHMENTS

1. Perdue Brandon Feilder Collins & Mott LLP Annual Collection Report to City of Friendswood July 2025



COLLECTION REPORT TO THE CITY OF FRIENDSWOOD

Submitted by: *Michael J. Darlow*
July 2025
www.pbfcml.com

July 14, 2025

Honorable Mike Foreman
Mayor, City of Friendswood
Members of the City Council
910 S. Friendswood Dr.
Friendswood, Texas 77546

RE: Delinquent Tax and Fine & Fee Report

Dear Mayor Foreman and Council Members:

Thank you for this opportunity to report on the progress of our delinquent tax and municipal fine and fee collection efforts on behalf of the City of Friendswood.

TAX COLLECTION ACTIVITY

Based upon the tax office reports, as of July 1, 2025, the total amount of outstanding base taxes due through the 2024 tax year was \$772,944. Of that amount, the 2024 tax year balance was \$478,687. It should also be noted that over \$153,729 of the delinquent taxes owed involved accounts with over 65 deferrals and cannot be collected at this time. In general, our activities consist of several legal and quasi-legal efforts that are designed to produce payment from individuals and companies owing delinquent taxes to the City. These efforts include mailing demand letters, lawsuits, tax sales, tax resales, seizures, address research, title research on real property and individual contact with your taxpayer's and lienholders.

I have enclosed graphs detailing our collection results for the 2020 - 2023 tax years, a 2024 pie chart showing how much was collected thru June 2025 and pie charts reflecting the status of the delinquent accounts by the breakdown of taxes by year and by status.

FINE AND FEE COLLECTION ACTIVITY

Regarding our fine and fee collections, historically \$10,796,575 has been turned over to us to collect. Based upon our records we have collected \$8,991,300 (\$4,392,494 in cash and \$4,598,806 in non-cash resolution) for a total liquidation rate of 83.28%. I have attached a chart giving you a snapshot of how much money was released to our firm to collect, our collection results to date, how many notices (letters and text messages) we have sent and addresses and phone numbers we have corrected, along with the number of contacts we have made. Additionally, we have attached three maps detailing the location of debtors in the Gulf Coast area and nationwide.

In the time we have been representing the City, we have developed a positive working relationship with your court and city staff. Together, we have made steady progress, and the City has been the beneficiary of this additional revenue.

If you need additional information or explanation, please let me know.

Very Truly Yours,

A handwritten signature in blue ink that reads "Michael J. Darlow". The signature is written in a cursive, flowing style.

Michael J. Darlow

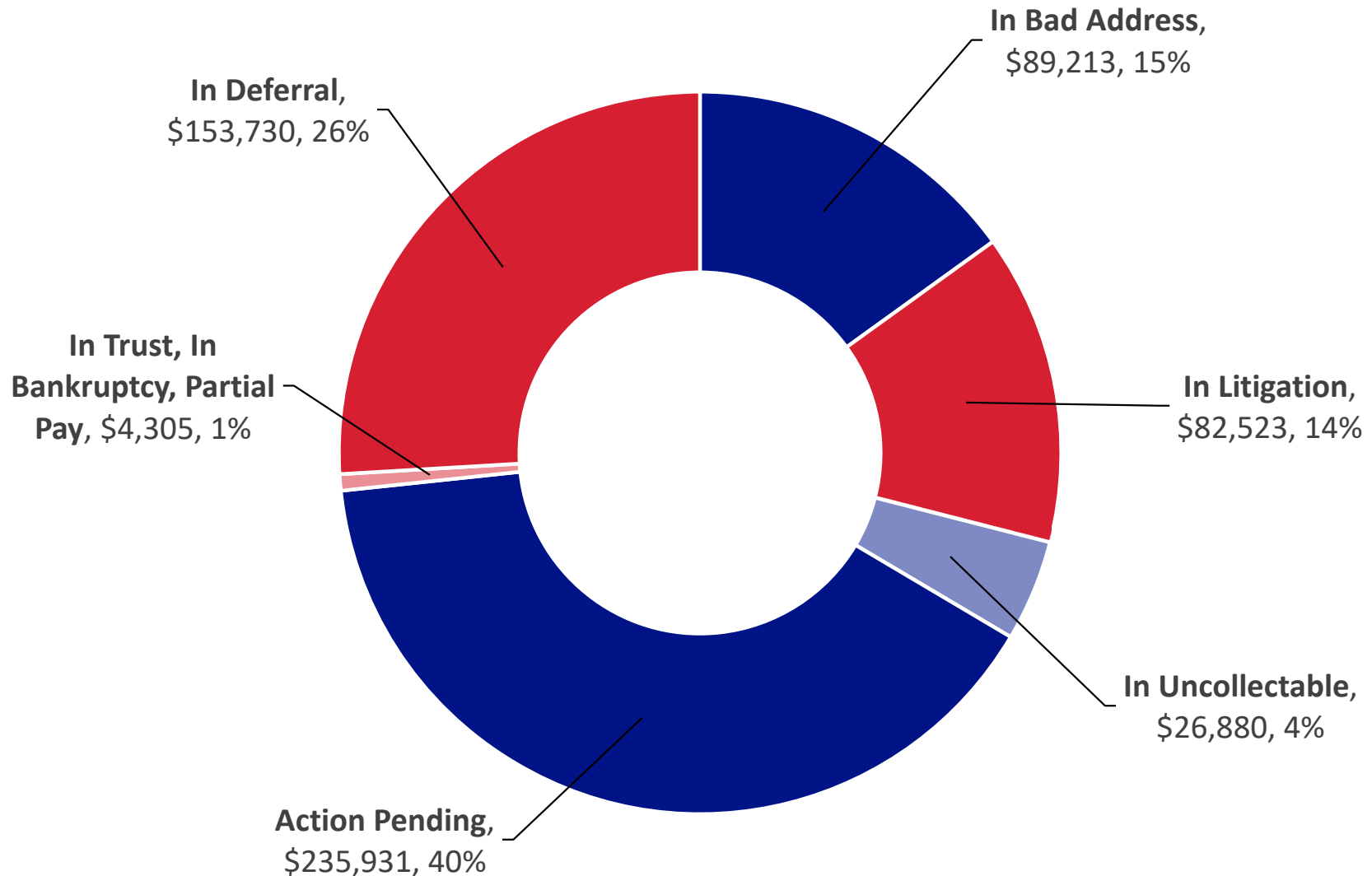
MJD/ras

Enclosure (s)



ACCOUNT BREAKDOWN CHART FOR CITY OF FRIENDSWOOD

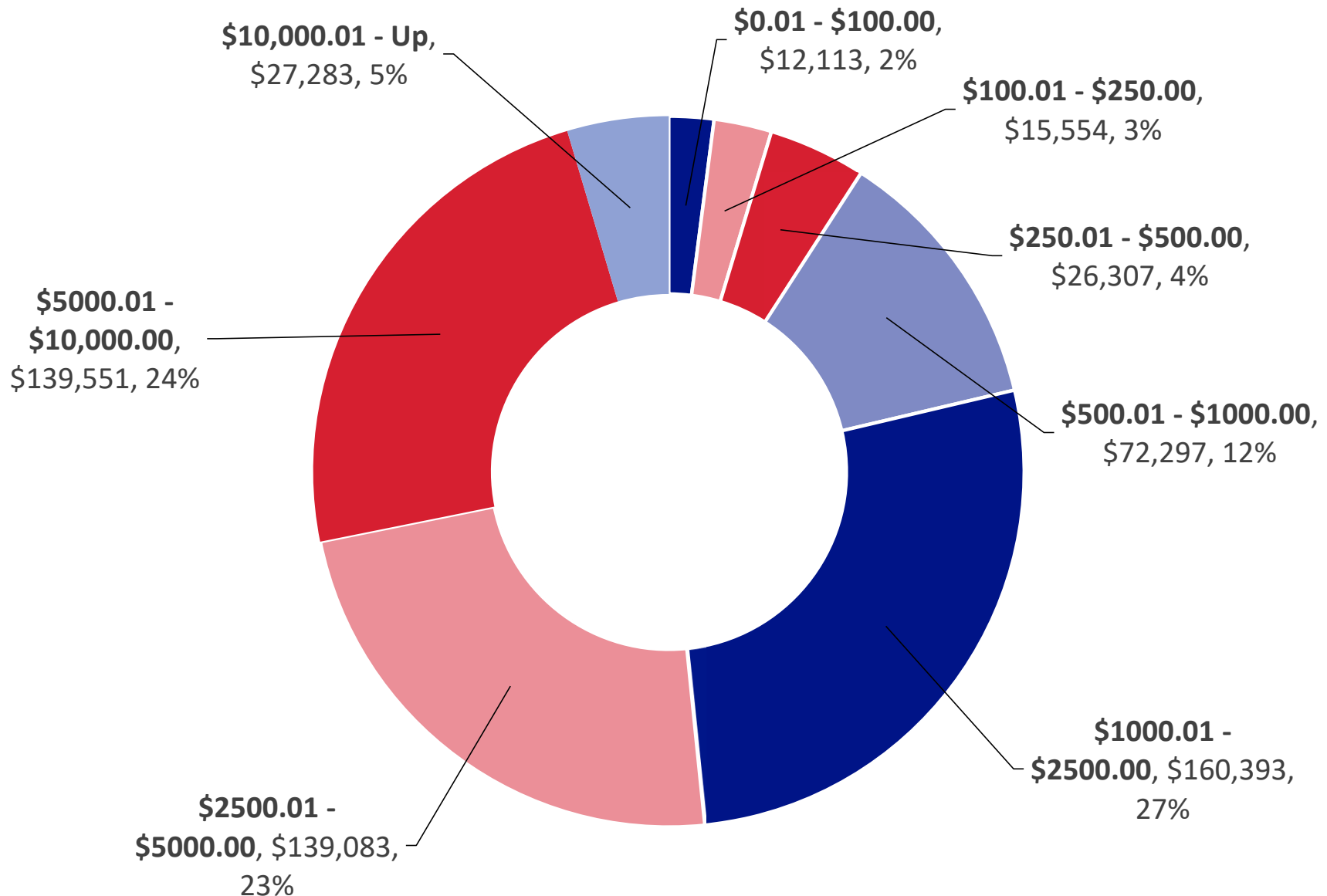
As of 7/3/2025 - Total Base Tax: \$592,582





DOLLAR RANGE CHART FOR CITY OF FRIENDSWOOD

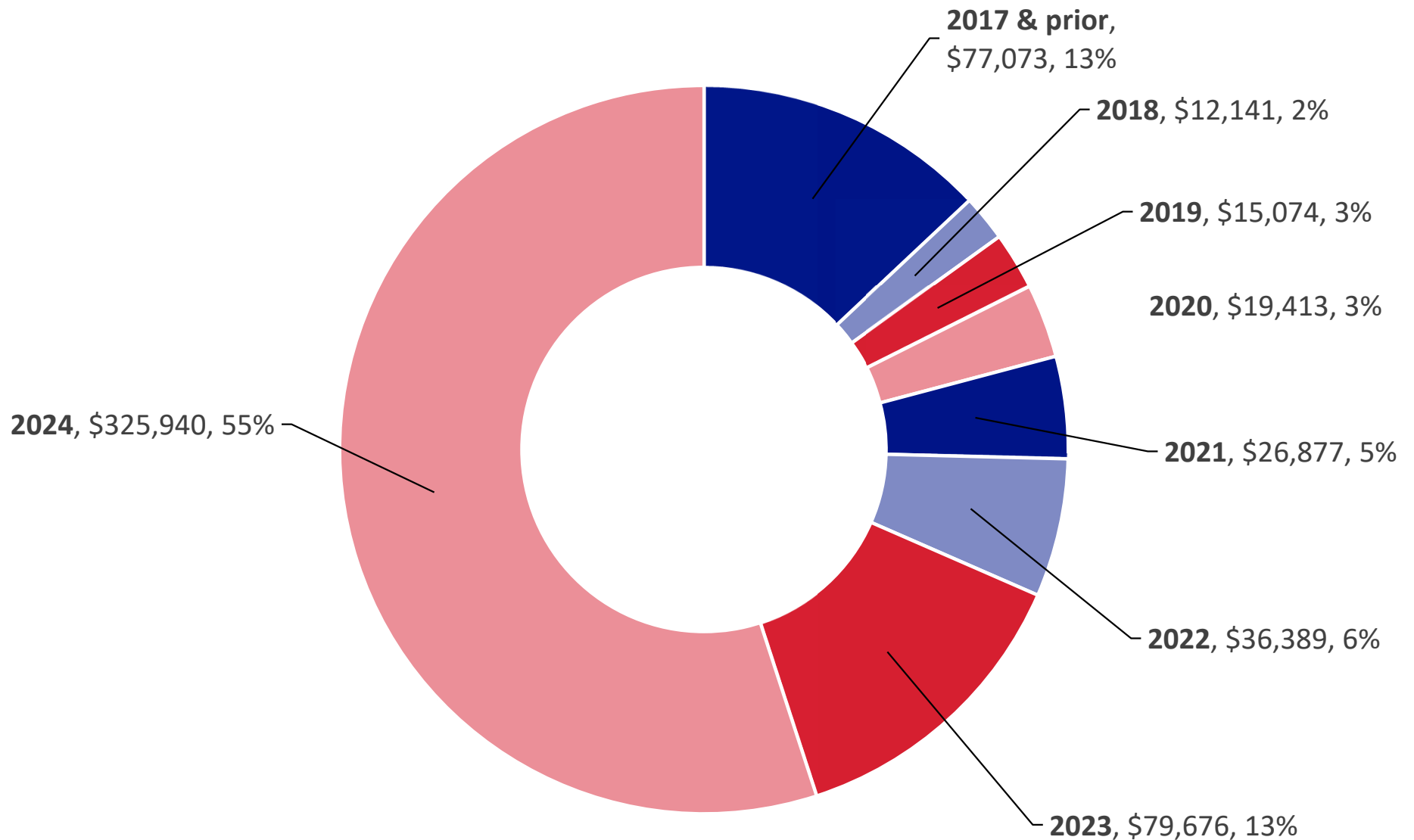
As of 7/3/2025 - Total Base Tax: \$592,582





TAX YEAR CHART FOR CITY OF FRIENDSWOOD

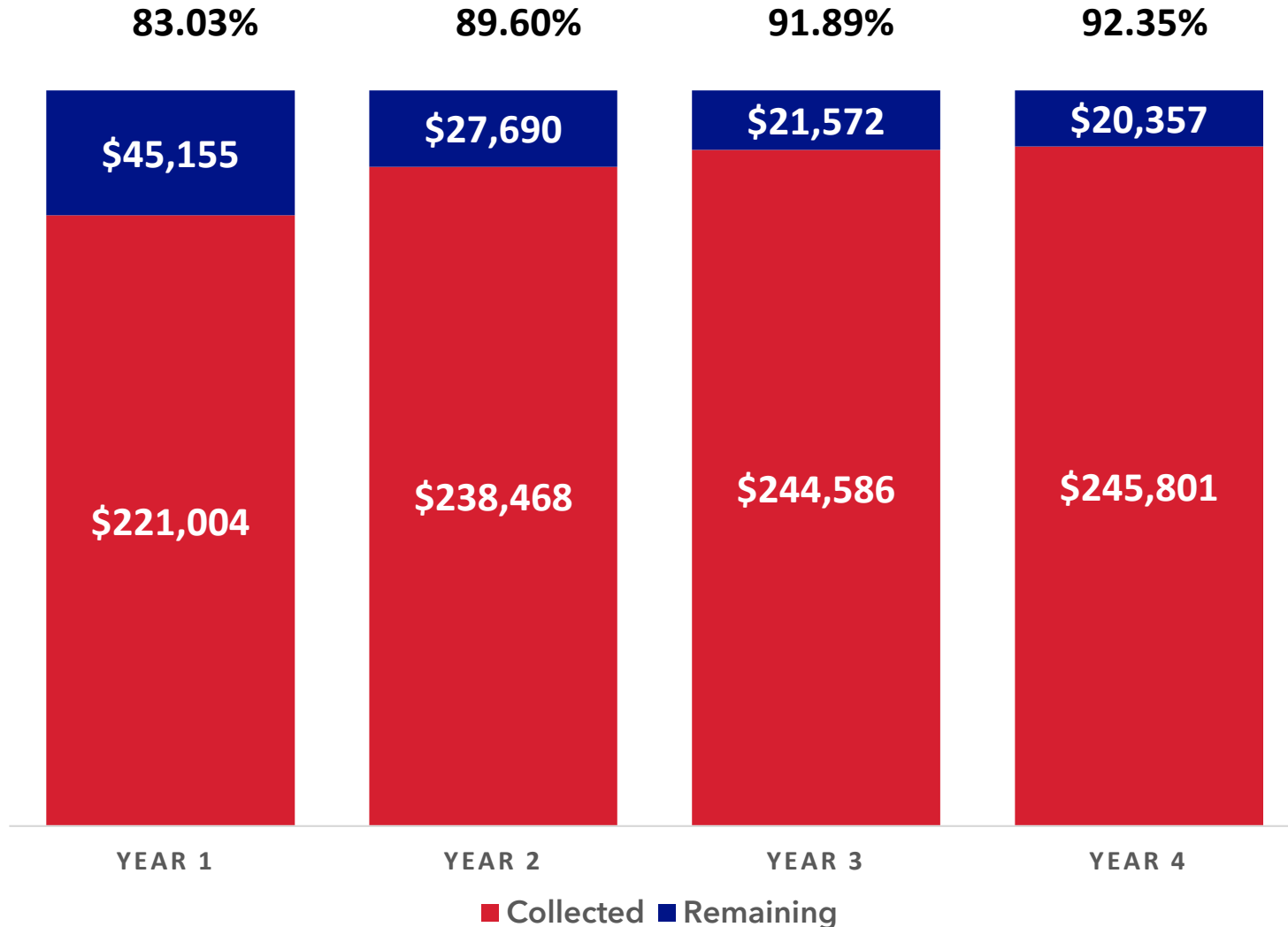
As of 7/3/2025 - Total Base Tax: \$592,582





2020 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

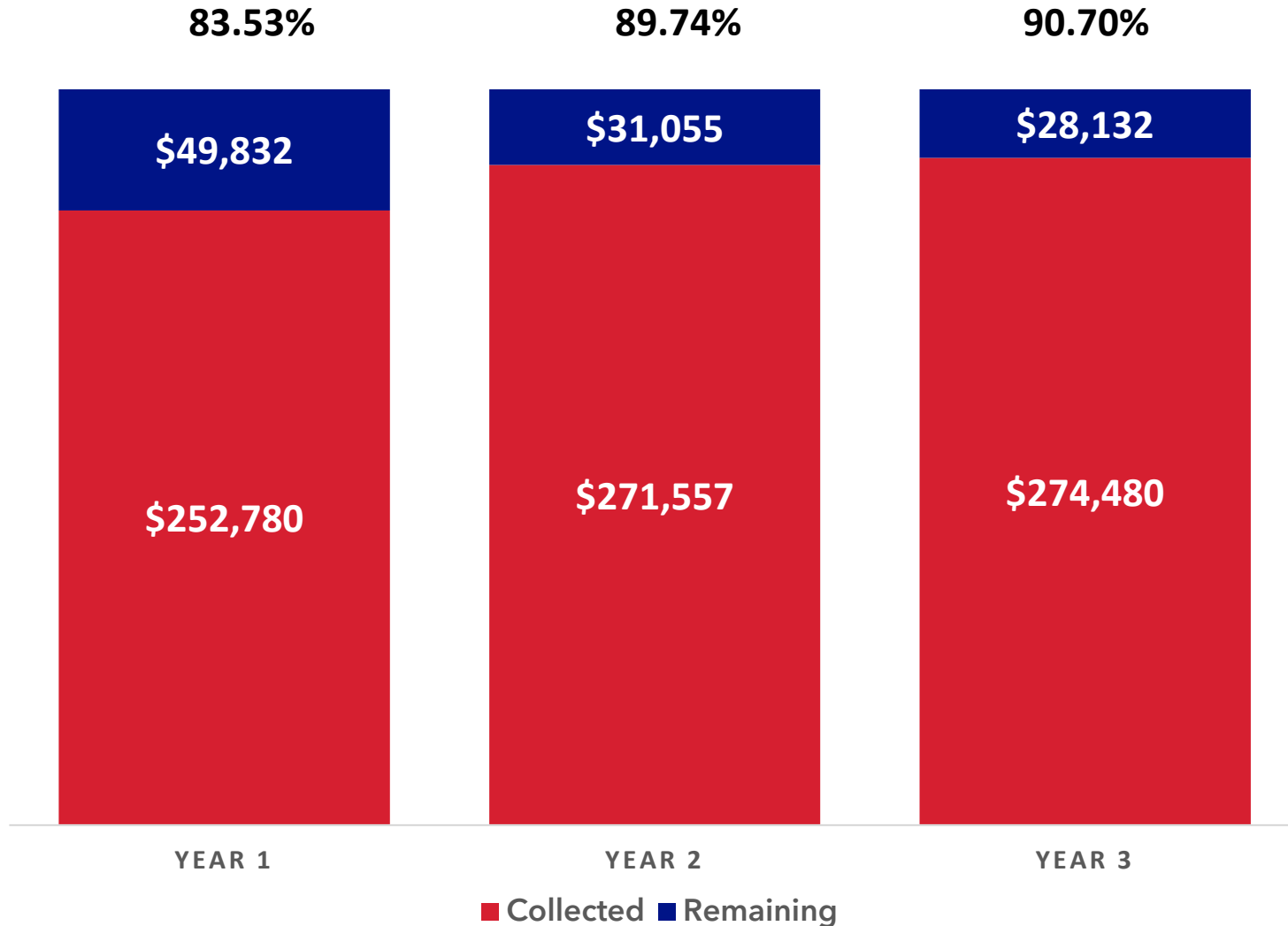
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$266,158





2021 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

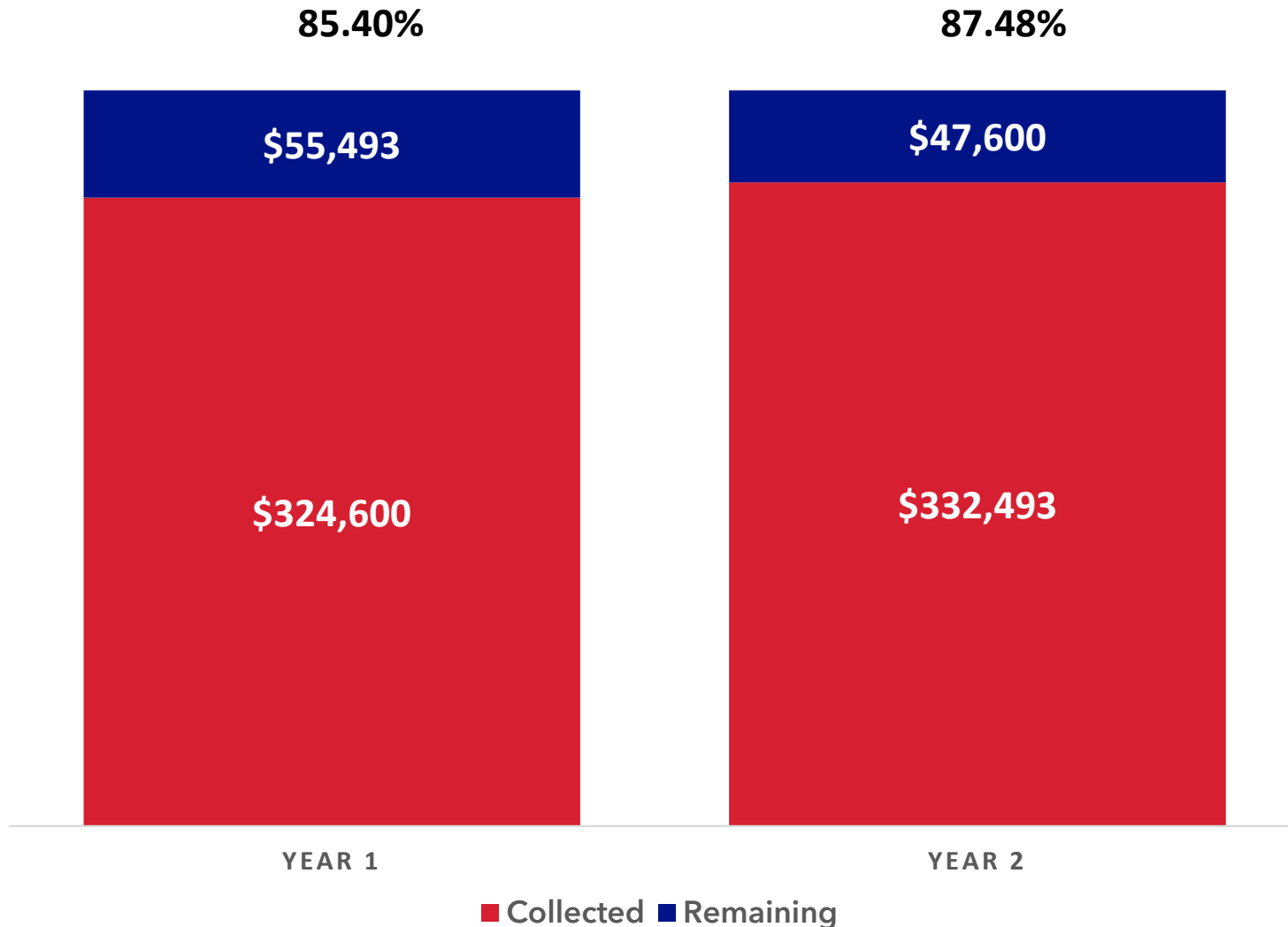
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$302,612





2022 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$380,093





2023 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$440,958

79.03%

\$92,459

\$348,499

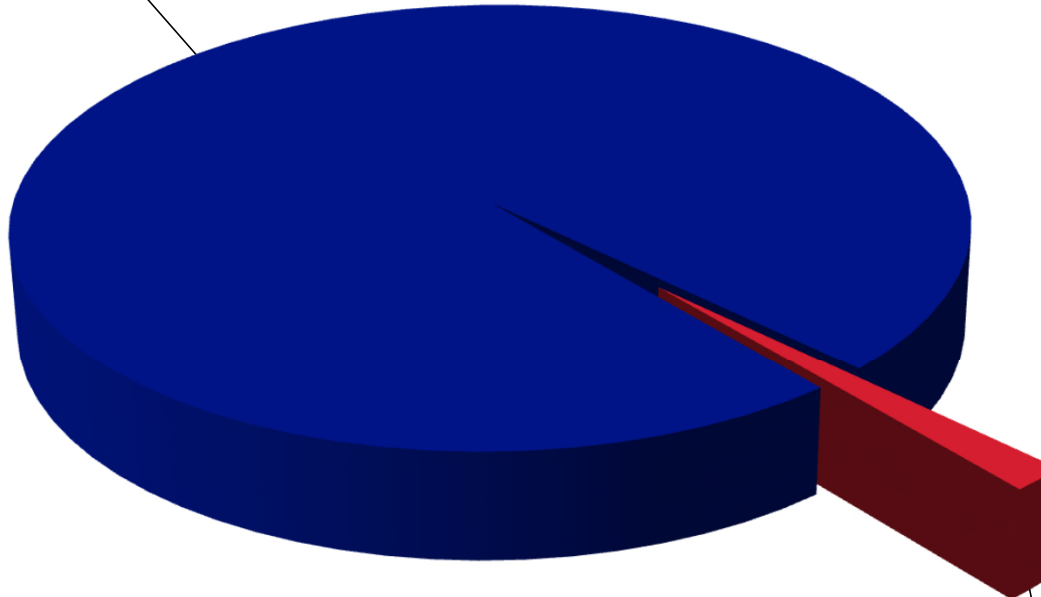
YEAR 1

■ Collected ■ Remaining

2024 Tax Year BASE TURNOVER CHART FOR CITY OF FRIENDSWOOD

Total 2024 Levy: \$27,934,156 *Amounts Provided by the Galveston County Tax Office

Base Tax Collected
\$27,455,469
98.29%



Base Tax Remaining
\$478,687
1.71%

Total Levy	Base Tax Collected as of June 30, 2025	Base Tax Remaining as of June 30, 2025
\$27,934,156	\$27,455,469	\$478,687
	98.29%	1.71%

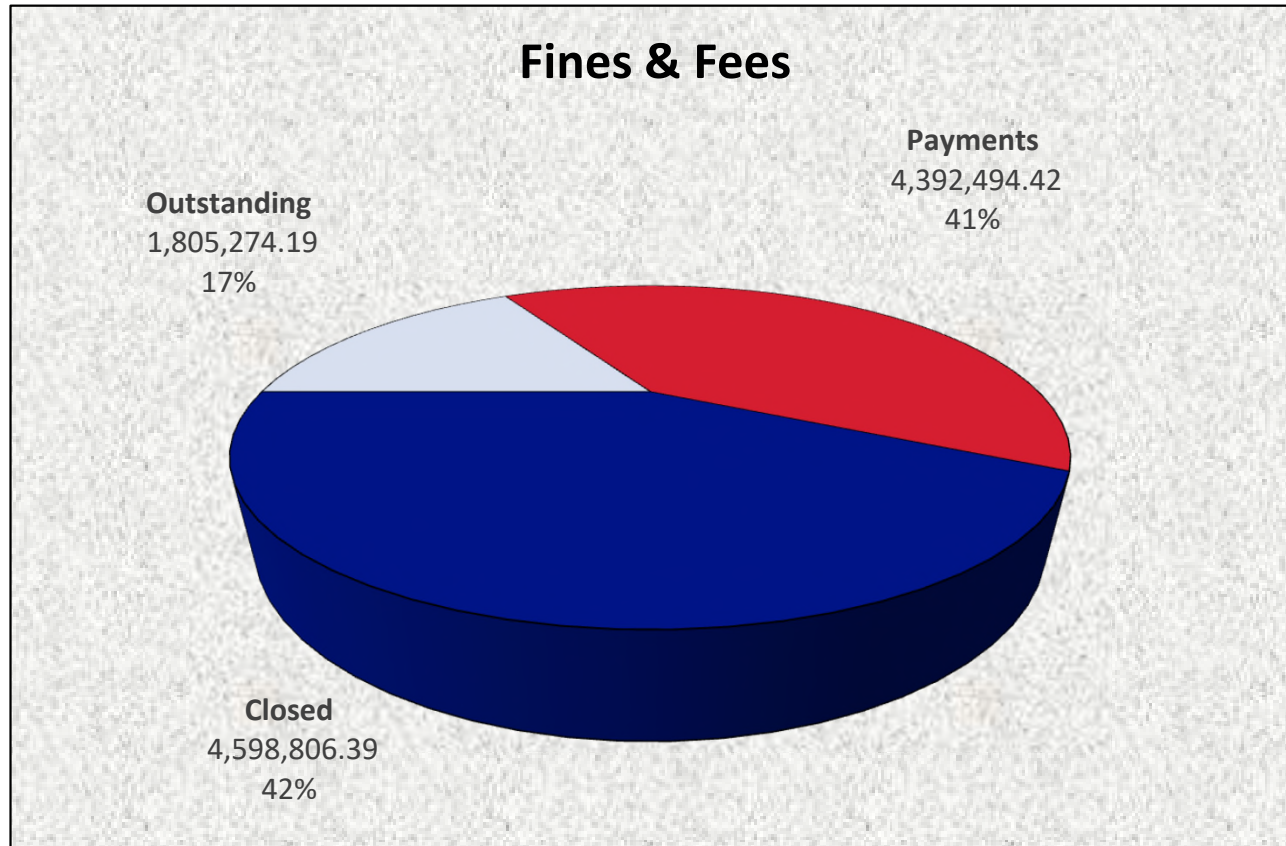


FINE & FEE COLLECTION REPORT

AS OF JULY 8, 2025

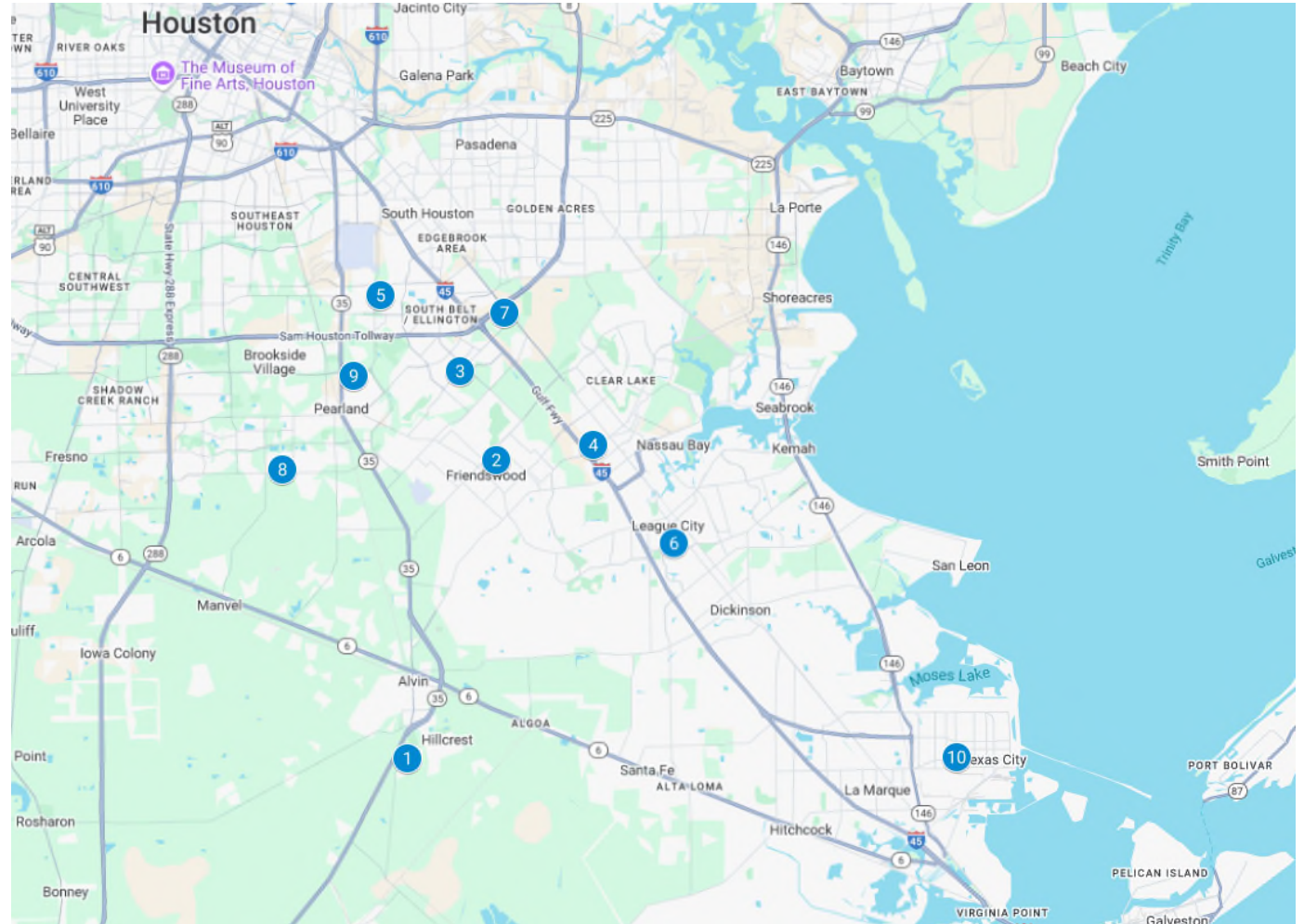
FOR THE CITY OF FRIENDSWOOD

Total Turnover		Payments and/or Partial Payments			Dismissed/Cleared			Total \$ % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts	Text Contacts
\$	#	\$	#	% of \$	\$	#	% of \$						
10,796,575.00	22,087	4,392,494.42	14,786	40.68%	4,598,806.39	12,849	42.60%	83.28%	14,700	85,031	13,617	28,821	10,566



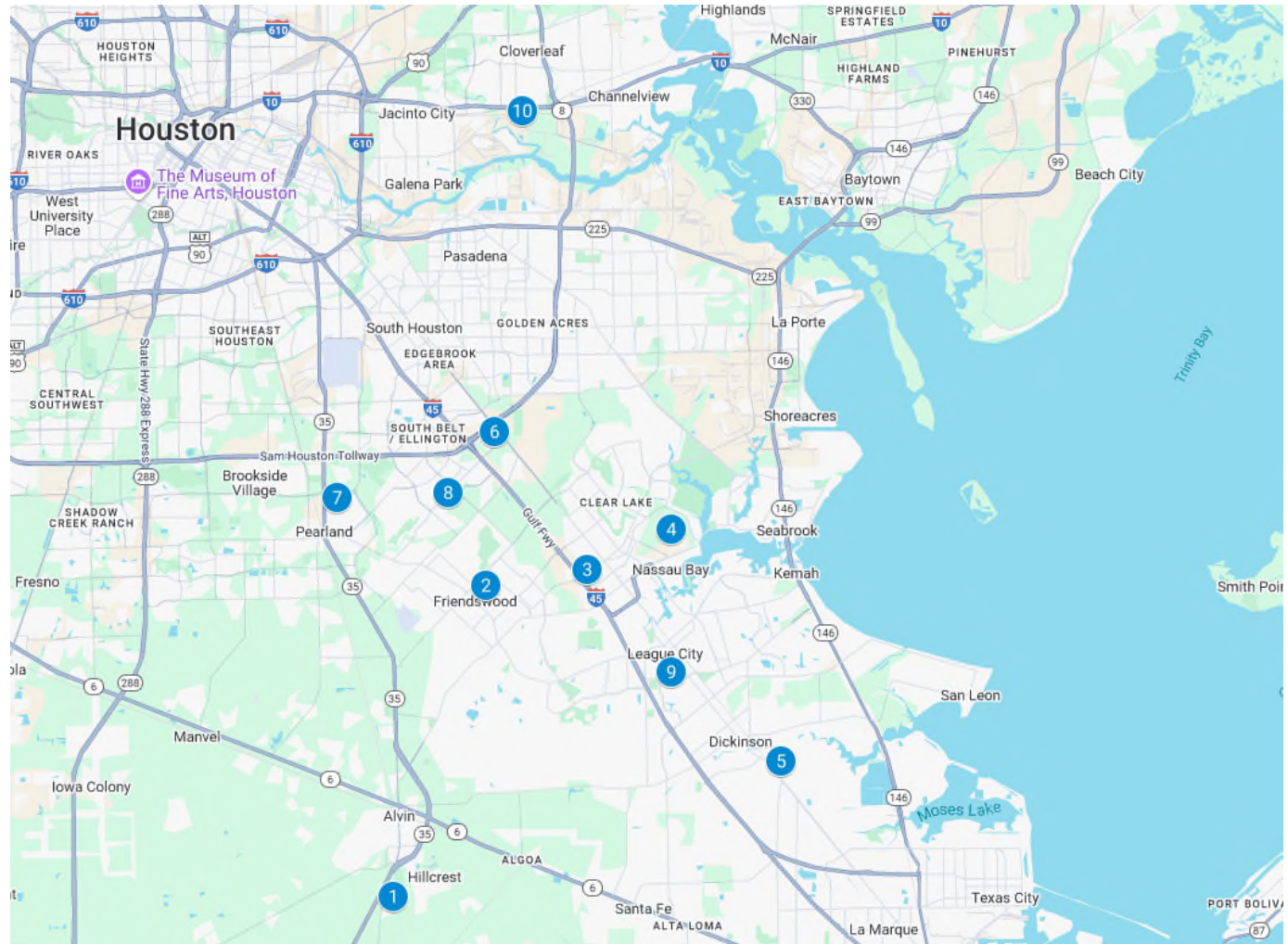
TOP 10 ACCOUNTS BY ZIP CODE FOR THE CITY OF FRIENDSWOOD

- 1
77511 - \$88926.89(123)
- 2
77546 - \$64366.10(103)
- 3
77089 - \$41225.54(57)
- 4
77598 - \$35371.90(51)
- 5
77075 - \$36142.83(48)
- 6
77573 - \$37082.26(46)
- 7
77034 - \$25030.80(33)
- 8
77584 - \$24352.04(33)
- 9
77581 - \$21463.17(32)
- 10
77590 - \$25217.60(31)



TOP 10 BAD ADDRESS ACCOUNTS BY ZIP CODE FOR THE CITY OF FRIENDSWOOD

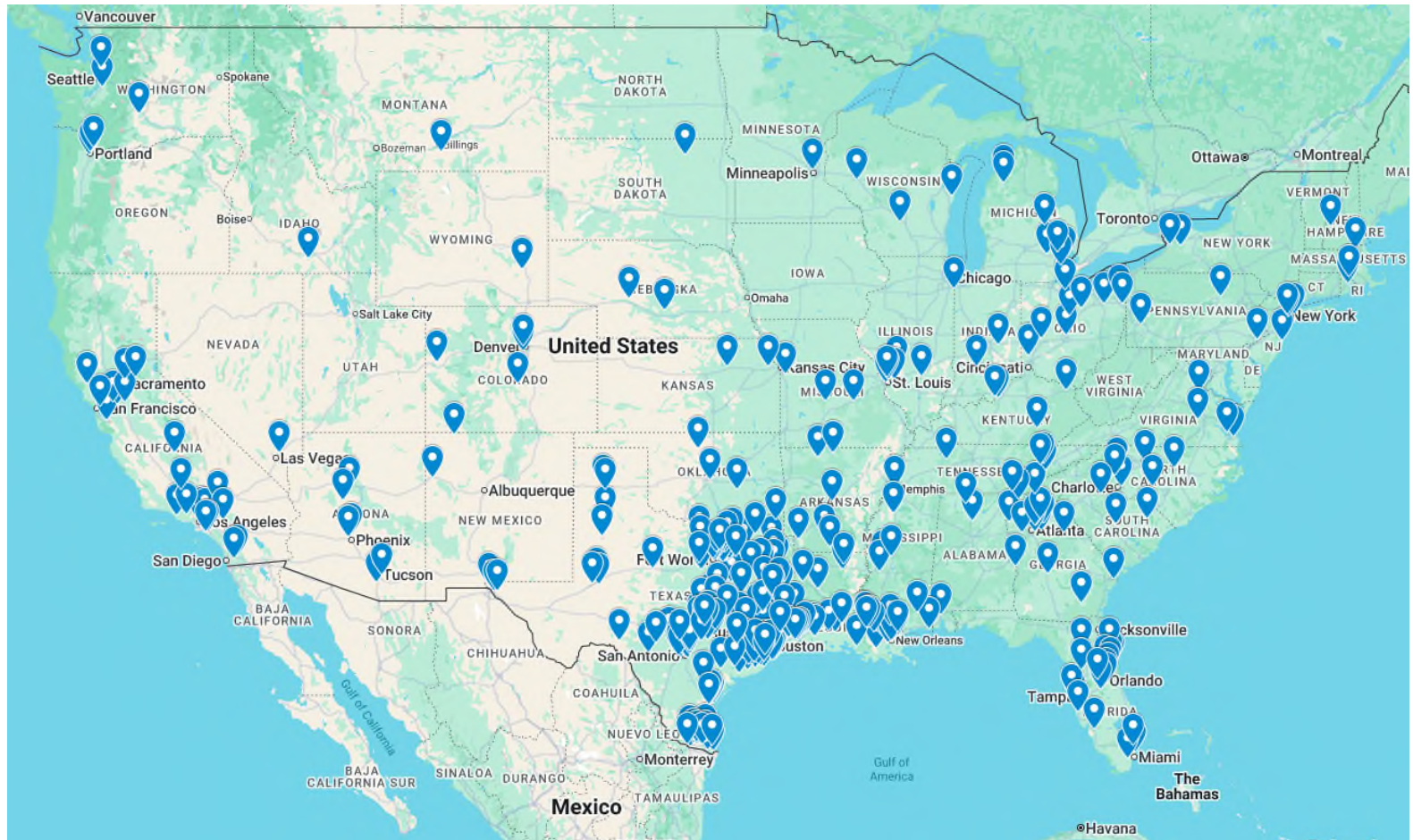
- 1
77511 - \$16471.80(23)
- 2
77546 - \$8169.20(13)
- 3
77598 - \$11344.54(13)
- 4
77058 - \$11737.02(12)
- 5
77539 - \$9918.30(12)
- 6
77034 - \$7285.10(9)
- 7
77581 - \$6669.01(9)
- 8
77089 - \$4576.10(8)
- 9
77573 - \$5258.80(8)
- 10
77015 - \$4918.03(7)





ALL ACCOUNTS FOR THE CITY OF FRIENDSWOOD


All items



**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/04/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Receive and discuss the Engineering Department's Quarterly Drainage Update.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Engineering Department will present an update on the City's ongoing and upcoming drainage initiatives, focusing on key projects aimed at mitigating flood risks and improving stormwater management. The update will include progress on significant projects and their next steps.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. September 2025 Drainage Update

CITY OF FRIENDSWOOD

September 2025 Drainage Update
Marua Blackburn – Graduate Engineer



Utility Relocate at Clear Creek

Community Development Block Grant – Disaster Recovery from Hurricane Harvey

Location:

Polly Ranch Subdivision [Dave Brown Memorial Park]/ Terra Bella Subdivision (Across Clear Creek South of Blackhawk Wastewater Treatment Plant)

Current Activities

- Clear and grubbing on Harris County side is ongoing.

Completed Activities

- Clear and Grubbing on Galveston County side complete.

Upcoming Activities

- Pipe fusion to commence pilot bore and boring operations.



Funding Sources: (\$1,693,260) CDBG-DR Grant Funds

Deepwood Flood Control Project

Community Development Block Grant – Disaster Recovery from Hurricane Harvey

Location: Deepwood Drive along Clear Creek (Galveston County)

Current Activities

- Hydro-seeding is still underway. Waiting on grass to grow.

Completed Activities

- Project nearing completion.

Note: This project is separate from the GCCDD's flood control project on adjacent property.

Funding Sources: (\$473,295) CDBG-DR Grant Funds



Friendswood Regional Stormwater Detention Basin

Funding Partnership:

City of Friendswood | Galveston County | Galveston County Consolidated Drainage District | Harris County Flood Control District

Location: FM 1959 and Blackhawk Boulevard

Current Activities

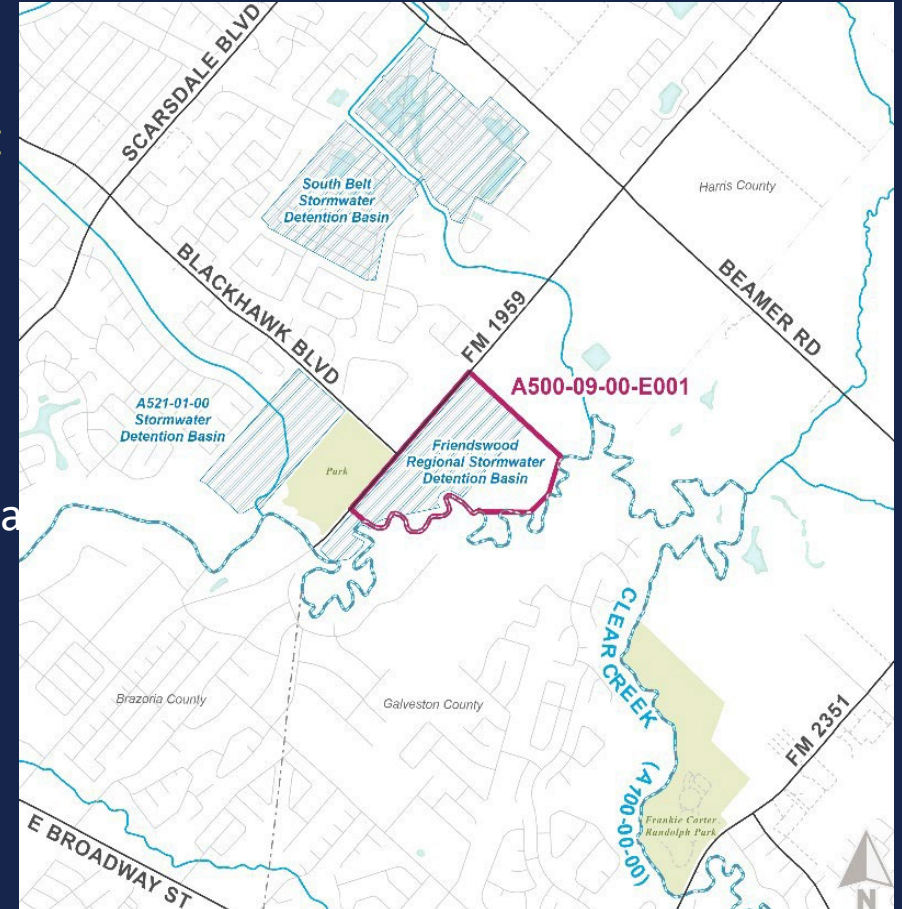
- Moving forward with dry-bottom detention basin option. This option avoids wetlands and archeological areas. It would provide a little over 700 acre-feet of detention.

Completed Activities

- Rough Grading project has been completed.

Upcoming Activities

- Final design anticipated late 2025 to early 2026



Funding Sources: (Est Cost \$32,453,298.11) Flood Control Bond Funds; GCCDD Funds; HCFCD Funds; Galveston County Funds

Friendswood City Center Detention Ponds

Two detention ponds to provide mitigation for the Whitcomb Property Flood Control Project

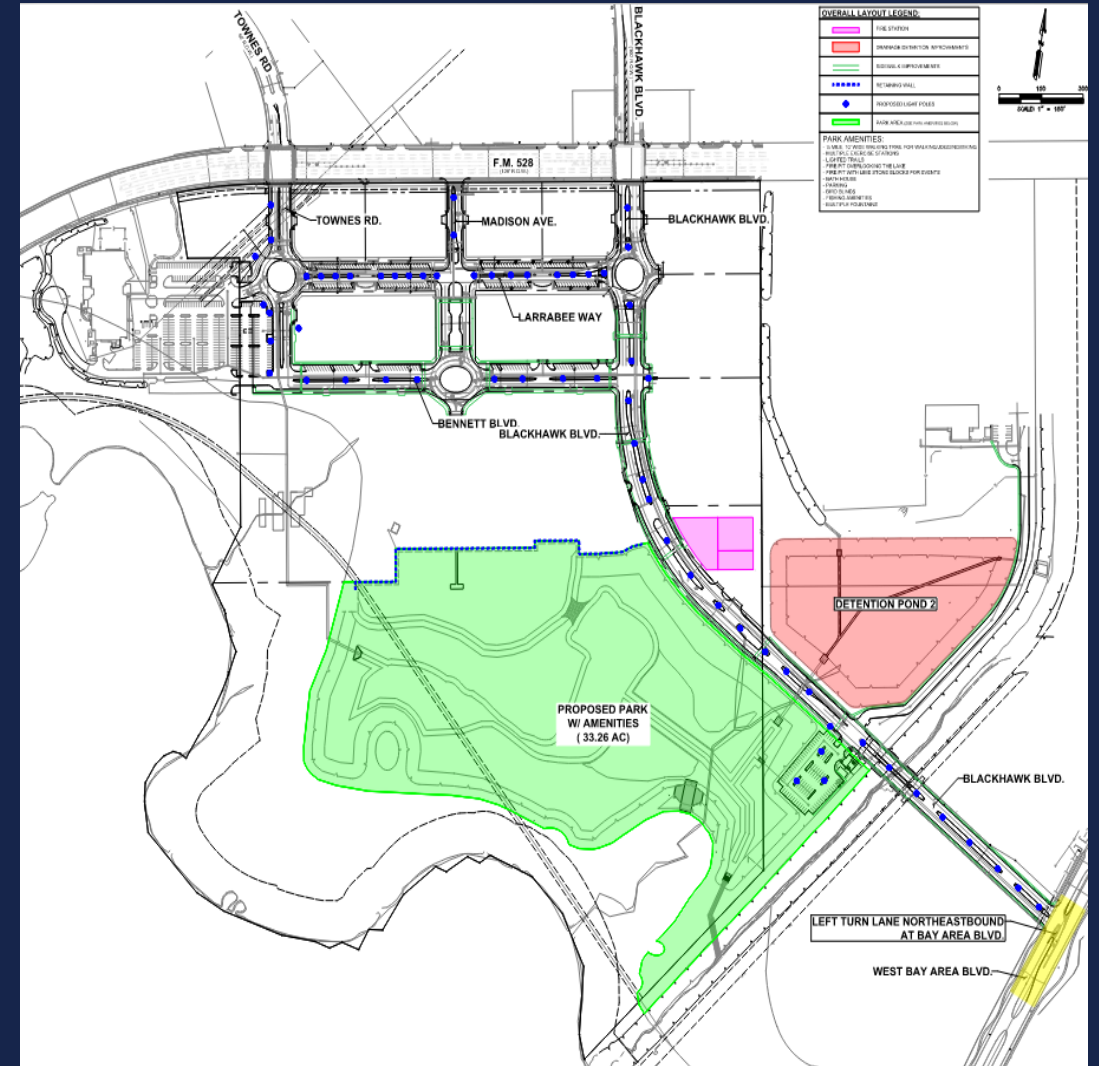
Location: FM 528 & Blackhawk Boulevard within TIRZ 1

Completed Activities

- Excavation for both detention ponds are substantially complete.
- Rough grading complete.

Upcoming Activities

- Hydro-seeding.
- Waiting on Harris County Flood Control District to approve outfall plans along with bridge plans
- Survey for as-builts to be used by the Whitcomb Flood Control Project.



Whitcomb Terracing and Stormwater Detention Basin

Partnership project between the City of Friendswood and the Harris County Flood Control District

Location: Adjacent to Friendswood City Center Detention Basins

Current Activities

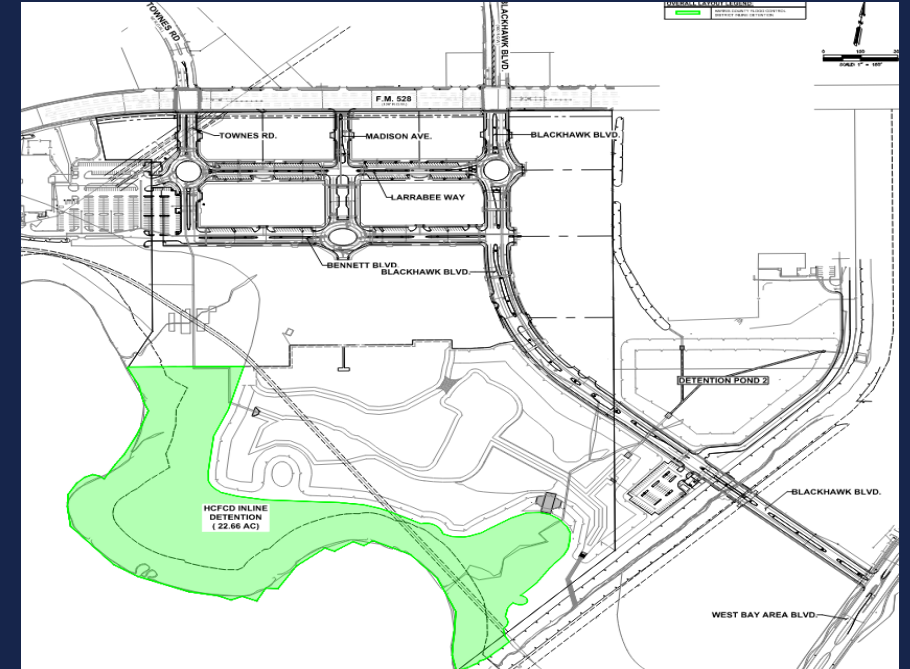
- Topographical survey underway.
- Modeling underway.

Completed Activities

- HCFCF approved work on impact/H&H analysis.
- Harris County Commissioners Court approved engineering contract.
- Second monthly meeting with Engineer has been held.

Upcoming Activities

- Archeological survey
- Wetland Determination
- Geotechnical borings will be taking place soon, after a bird survey is approved.



Note

- ❖ Mitigation for this project is provided by Friendswood City Center detention ponds.
- ❖ Preliminary Engineering will assess terracing and any needed measures to prevent downstream impact.
- ❖ HCFCF will schedule Public Engagement Meetings in the upcoming months.
- ❖ Target completion date: March 2027.

Funding Sources: Flood Control Bond Funds; \$10 Million Allocation from TWDB to HCFCF

Comprehensive Master Drainage Plan

Comprehensive Urban and Riverine Flood Mitigation Plan that will identify and prioritize Projects that provide benefit to Friendswood and reduce flooding.

Location: Citywide

Current Activities

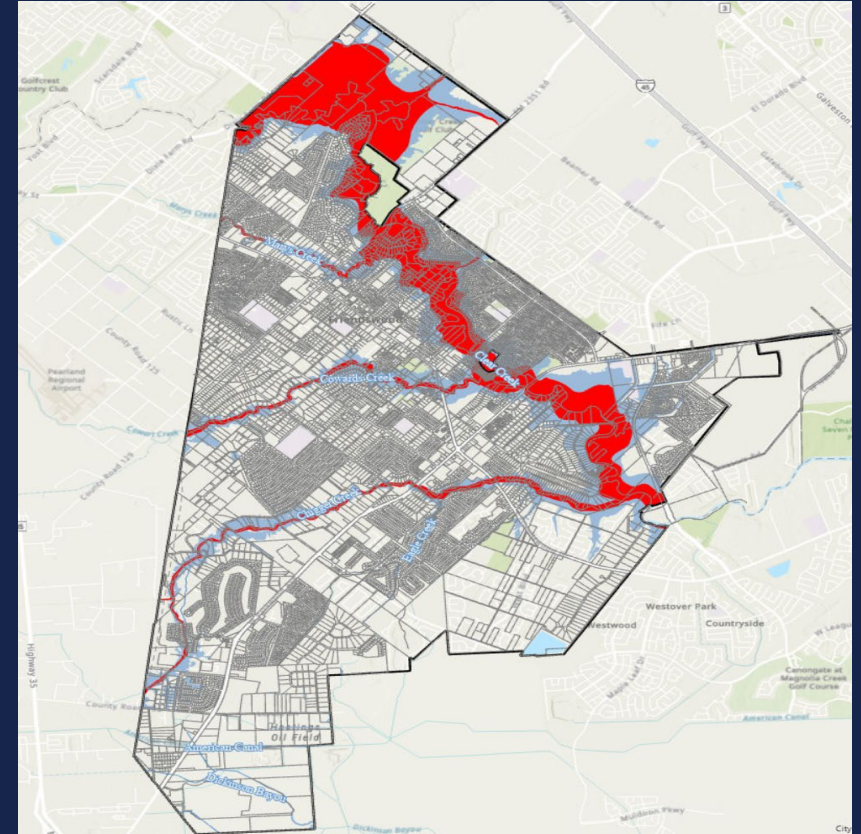
- Analysis of existing and future conditions.
- Data collection.

Completed Activities

- Public Engagement meeting was held on August 19th, 2025.

Upcoming Activities

- Begin modeling phase based on data collection.



Note

- ❖ Anticipated completion August 2026
- ❖ Stakeholder and Public Engagement meeting dates will be announced when scheduled.



Questions?

Engineering@friendswood.com

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/14/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Discuss the results of the City's trash and recycling collection services survey and options moving forward.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood, Texas, has been conducting a Trash and Recycling Collection Services Survey to gather resident feedback as it considers renewing its solid waste management contract with Waste Connections. The survey aimed to gauge resident satisfaction, usage patterns, frequency preferences, and pricing concerns related to existing garbage, recycling, and green waste services. The deadline for this survey was July 31, 2025.

The Staff will present the survey results and based on said feedback, the Council may opt to renew the existing contract with Waste Connections while incorporating minor adjustments to address specific concerns raised by residents, such as pickup times or recycling limitations or consider undertaking the request for proposals process.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Ensuring the best quality and cost effective waste collection and recycling services for the community.

RECOMMENDATIONS

ATTACHMENTS

1. Trash and Recycling Collection Survey & Comments August 14
2. 8.B. Garbage and Recycling Outreach-Survey Slides

8. WORK SESSION TOPICS

8.B. DISCUSSION

Discuss the results of the City's trash and recycling collection services survey and options moving forward.

WASTE AND RECYCLING OUTREACH/SURVEY



Mailed 14,309 postcards to residents & commercial businesses requesting the completion of an online survey; one survey per household/business.

TRASH & RECYCLING COLLECTION SURVEY

We want to hear from you! The City of Friendswood is reviewing its garbage collection services, and your feedback is essential to help us improve.

Please take a few minutes to complete our short survey to tell us what's working, what's not, and how we can do better.

 **friendswood.com/garbage**
Visit friendswood.com/garbage or scan the QR code to take the survey.

 **Survey Deadline**
The survey closes on

 **Need Assistance**
Visit the City Secretary in City Hall or call 281-261-1234



Other outreach efforts included:

- Sending existing contact information of City HOAs regarding upcoming survey via email and ground mail.
- Facebook messaging, &
- Scheduling information sessions with HOA meetings (City Manager/Staff and/or members of Council.)

WASTE AND RECYCLING OUTREACH/SURVEY

The online survey was:

- Connected to City's GIS program to map responses.
- Open for a three-week period.
- Intended to capture data regarding:
 1. customer satisfaction,
 2. service usage,
 3. operations options,
 4. service frequency,
 5. pricing preferences, and
 6. other suggestions regarding services.

Trash and Recycling Collection Survey

The City of Friendswood is seeking input from residents and businesses as it prepares to renew its garbage and recycling services contract. Residents are encouraged to share feedback on service satisfaction, usage, frequency, pricing, and suggestions. Your participation in completing this survey is highly appreciated.



Please input your address:*

2409 SAN AUGUSTINE LN

Does your household currently recycle?*

☒ Yes ☐ No

How satisfied are you with the current garbage and recycling services you receive?

	1-Very Dissatisfied	2-Dissatisfied	3-Neutral	4-Satisfied	5-Very Satisfied
Trash Service*	☐	☐	☐	☐	☒
Availability of ..	☐	☐	☐	☐	☒

September 8, 2025

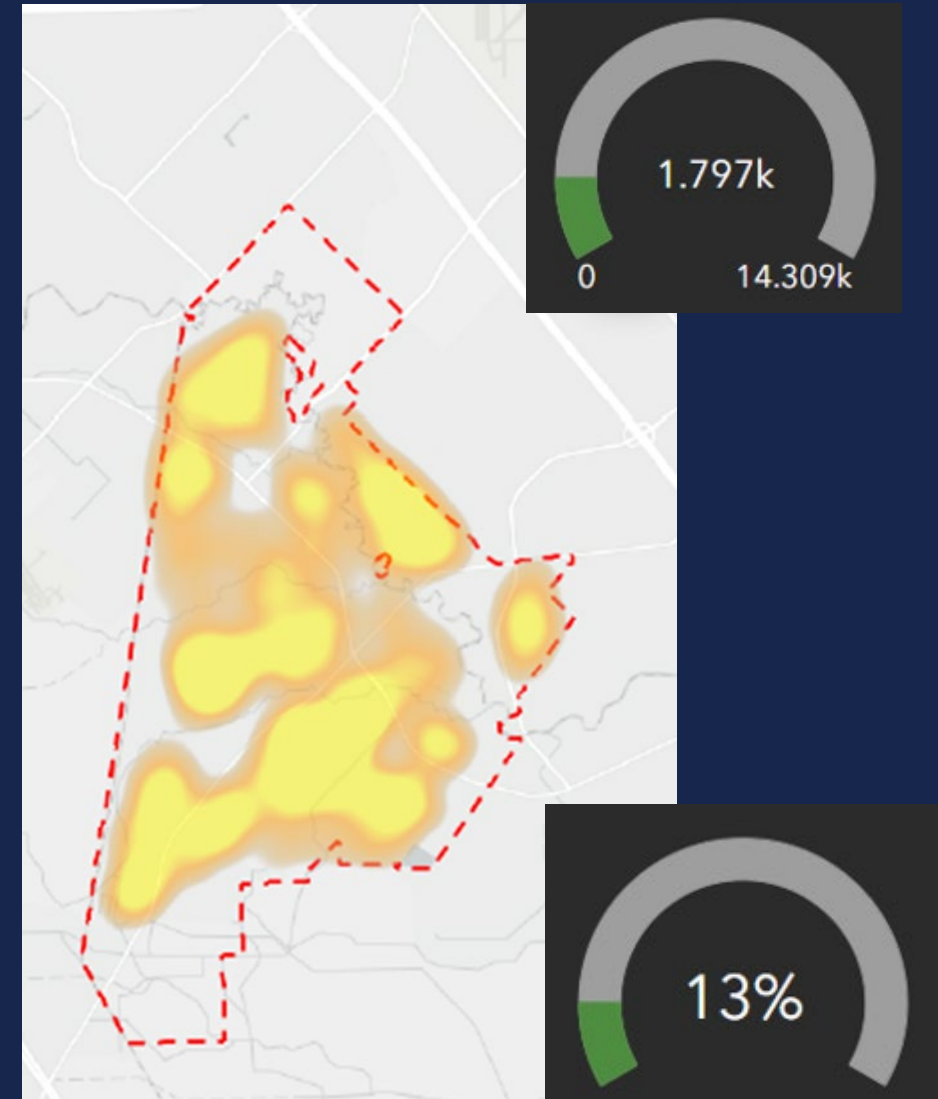
SURVEY RESULTS

1,797 responses

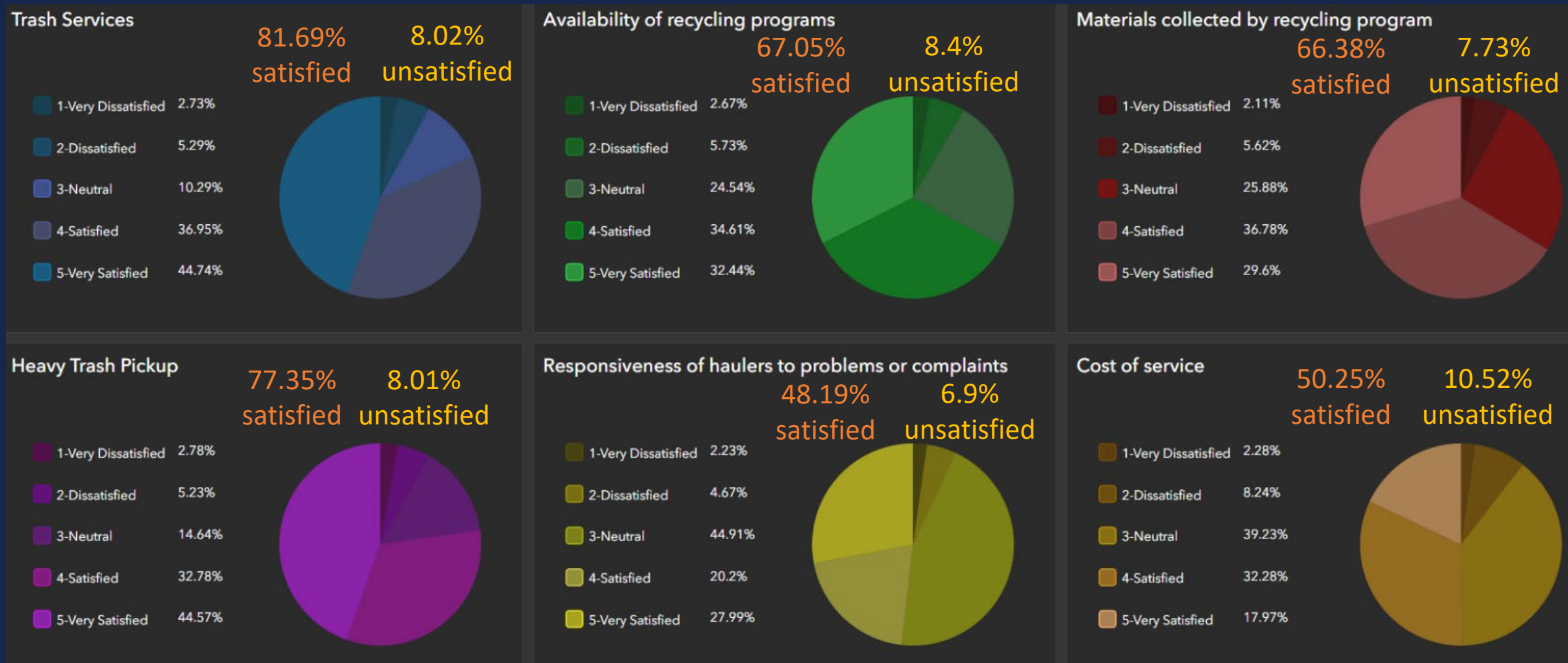
13% survey response

**Geographically spread-out
throughout the city**

801 comments



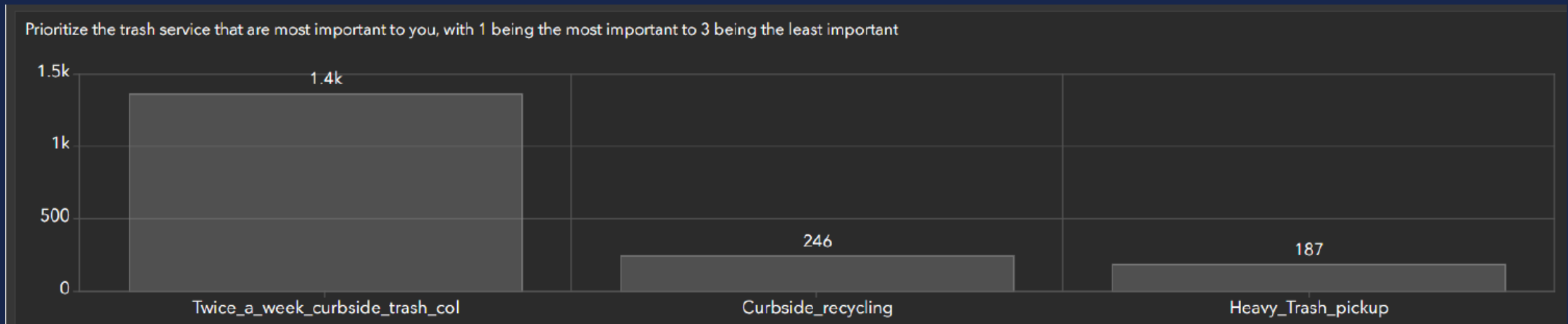
SURVEY RESULTS – CURRENT SERVICES



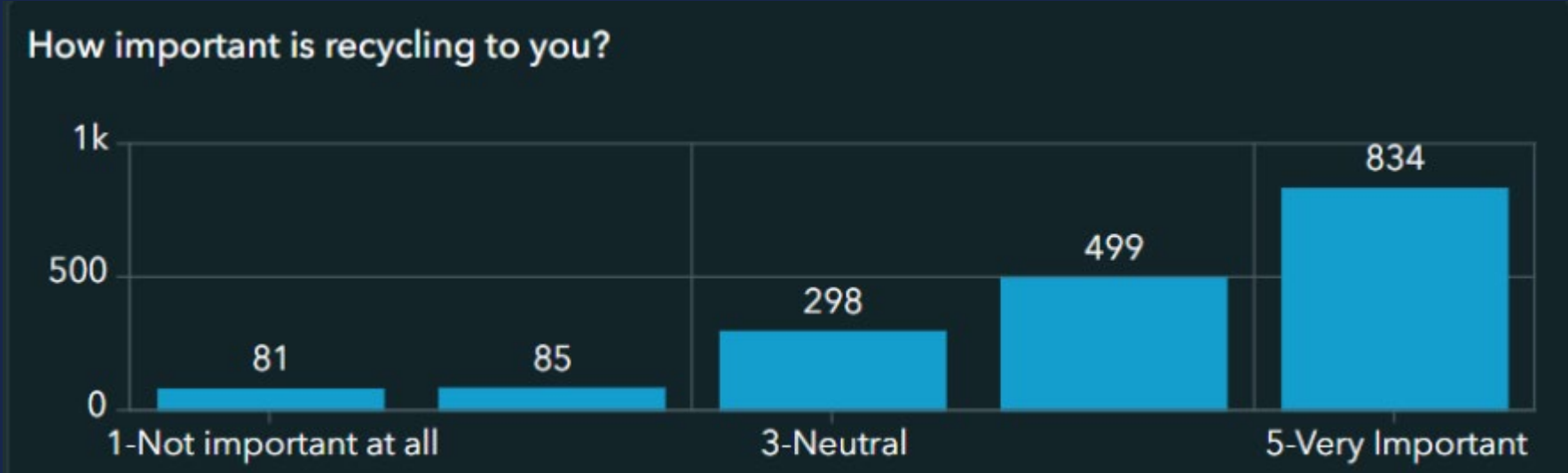
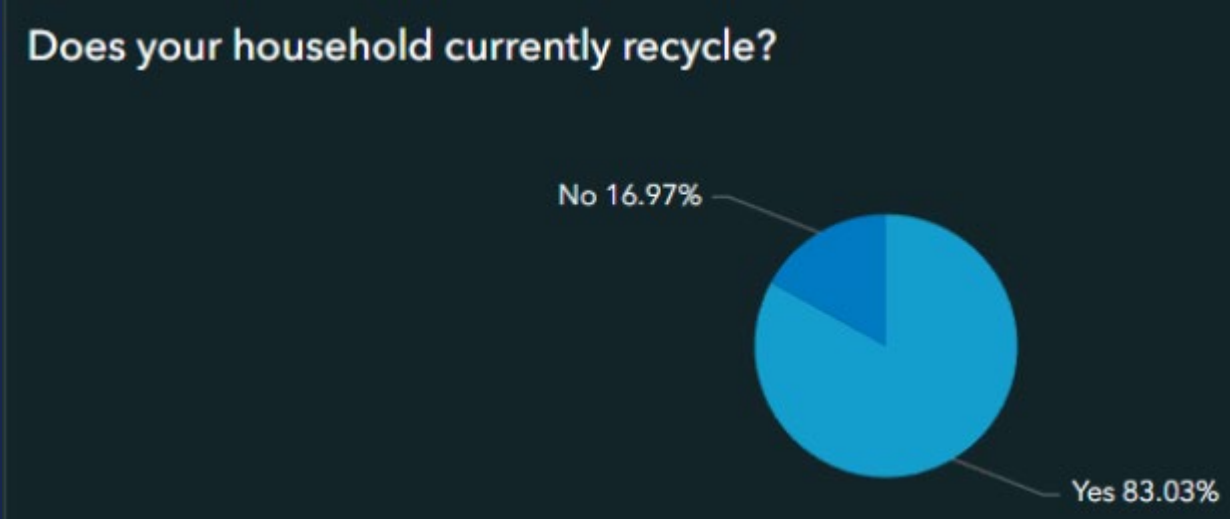
SURVEY RESULTS - PRIORITIES

Prioritization of types of services:

1. 2x a week trash pickup (1,400)
2. Curbside recycling (246)
3. Heavy-trash pickup (187)



SURVEY RESULTS - RECYCLING



1,333
responses
believed
recycling to be
important

SURVEY RESULTS - RECYCLING

Would you be willing to pay more for your trash services to include curbside recycling?

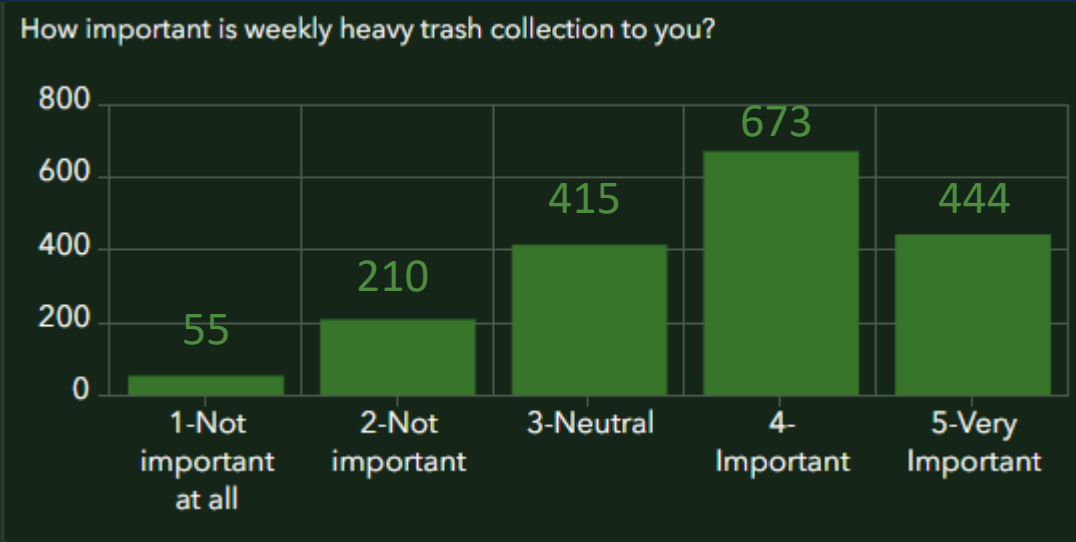


Would you use a recycling drop-off location in the City of Friendswood instead of curbside recycling in order to reduce or limit an increase in monthly costs?



SURVEY RESULTS – HEAVY TRASH

If you had to pick between curbside recycling and heavy trash pickup, which would you keep?



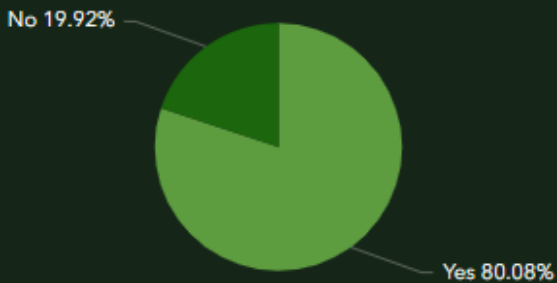
1,117 responses believed heavy trash pickup is important

SURVEY RESULTS – HEAVY TRASH

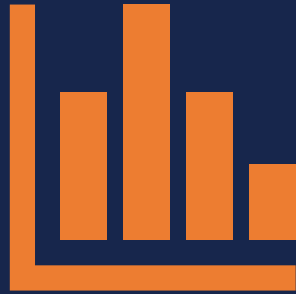
Would you be willing to pay more for your trash services to include weekly heavy trash collection?



Would you limit the heavy trash collection to once a month in order to reduce or limit an increase in monthly cost?



SURVEY RESULTS - COMMENTS



Quantitative Summary

- **Total Responses: 801**
- **Positive comments: 341 → 42.57% of comments**
- **Negative comments: 167 → 20.85% of comments**

SURVEY RESULTS – TOP POSITIVE THEMES

1. **Trash service** – Many residents praised the regular trash pickup, describing it as reliable and an important quality-of-life feature. *“Completely satisfied with service over the last 5 years.”*
2. **Recycling** – People appreciate the convenience of curbside recycling and feel it encourages environmental responsibility. *“I recycle to reduce landfill waste... It should remain in place as a convenience to residents.”*
3. **Overall satisfaction** – Several comments were purely supportive, with no change requests. *“My service has been excellent... Thank you.”*
4. **Reliability** – Consistent pickup and dependable schedules were called out as major positives. *“Twice a week garbage pickup is extremely valuable, as is heavy trash pickup weekly.”*
6. **Helpfulness of staff** – Many praised the crews for going the extra mile and being considerate. *“They’re always on time, close the lids when it’s raining, and are so friendly.”*
7. **Convenience** – Curbside pickup and heavy trash removal were viewed as easy and accessible services. *“Convenient getting picked up at my driveway.”*
7. **Consistency** – People value predictability in both trash and recycling services. *“Always collected on schedule... dependable.”*
8. **Quality of pickup** – Praise for the thoroughness and care during collection. *“Don’t have to leave trash can out... do a good job of picking up all trash.”*
9. **Friendliness of workers** – Crews were often described as kind, polite, and approachable. *“I love waving to them to acknowledge I appreciate them.”*
10. **Timeliness** – Being prompt and sticking to schedule is a clear customer satisfaction driver. *“They are prompt every week.”*

SURVEY RESULTS – TOP NEGATIVE THEMES

1. **Trash service issues** – Complaints about inefficiency, missed days, or perceived poor service. *“We had weeks where garbage collectors didn’t come at all.”*
2. **Recycling frequency** – Requests for adjustments, often moving toward weekly recycling or larger bins. *“I would like to see the city go to once-a-week automated trash and recycling pickups.”*
3. **Cost concerns** – Pushback on rate increases or added recycling fees. *“I don’t think it’s fair that I have to pay a monthly cost for the recycle cart.”*
4. **Missed pickups** – Reports of no-shows or incomplete collections. *“My recycle pickup was not picked up at all... everyone else’s was.”*
5. **Need for change** – Some believe a different service model or contractor is needed. *“96-gallon bins and automated pickup like other cities would be better.”*
6. **Bulk waste concerns** – Issues with heavy trash logistics and accessibility. *“I cannot lift heavy items and have no vehicle to haul them.”*
7. **Yard waste handling** – Confusion about rules and lack of convenient disposal. *“Confusion about what bags to use for yard waste.”*
8. **Scheduling problems** – Inconsistent or unclear collection times. *“Sometimes they come first thing in the morning, sometimes late in the day with no notice.”*
9. **Hazardous waste disposal gaps** – Calls for dedicated disposal options. *“We need hazardous waste disposal options for paints and stains.”*
10. **Bin size or availability issues** – Requests for larger or more secure bins. *“The 32-gallon limit is most frustrating... recycling blows away in the wind.”*

NEXT STEPS - GUIDANCE



Negotiate a contract extension with the current provider (Waste Connections) to maintain the same services.



Issue Requests for Proposals (RFPs)

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/04/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Conduct a public hearing regarding the City of Friendswood proposed tax rate for Fiscal Year 2025-2026.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Based on Texas Constitution Article VIII, Section 21 and Tax Code Chapter 26, Texas' truth-in-taxation principles provide that a taxing unit, other than a water district or small taxing unit which are covered by special provisions, must publish special notice and hold a public hearing before adopting a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate; which could result in an increase of property taxes imposed by a taxing entity on properties taxed in both the current and preceding tax years.

On August 4, 2025, the City Council took action to propose a tax rate of \$0.526746 per \$100 property valuation for 2025. The proposed tax rate exceeds the lower of the no-new-revenue tax rate or voter-approval tax rate by 5.10 percent and would result in a tax revenue increase of approximately \$944,178 from properties taxed in, both, the current and preceding tax years. Also, on August 4, 2025, the City Council scheduled a public hearing on the proposed tax increase for September 8, 2025. As required by truth-in-taxation guidelines, the date, time and location of the meeting to adopt the tax rate will be announced at the public hearing.

A quarter-page advertisement for the notice of public hearing on the tax increase was published in the Friendswood "Reporter News" on August 27, 2025. The notice explains the proposed change to the property tax rate and reflects the public hearing date. The notice is posted on the City's website and PEG channel.

City Council may decide to move forward with adopting this rate or proposing and adopting a rate lower than this without having to publish any additional notice of the 2025 tax year proposed property tax rate.

The City of Friendswood fiscal year 2025-2026 budget, adopted on August 25, 2025, was developed with a tax rate of \$0.514172 per \$100 property valuation, comprising a maintenance and operations rate of \$0.399749 and interest and sinking (debt service) rate of \$0.114423. The tax rate used to develop the budget exceeds the no-new-revenue tax rate by 2.6 percent and would result in a tax revenue increase of approximately \$238,539 from properties taxed in, both, the current and preceding tax years.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The public hearing gives City Council an opportunity to receive comments from the public regarding the proposed tax revenue increase.

RECOMMENDATIONS

Hold public hearing.

ATTACHMENTS

1. Friendswood Public Hearing Notice
2. FY26 TAX RATE HEARING PRESENTATION

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.526746 per \$100 valuation has been proposed by the governing body of Friendswood.

PROPOSED TAX RATE	\$0.526746 per \$100
NO-NEW-REVENUE TAX RATE	\$0.501177 per \$100
VOTER-APPROVAL TAX RATE	\$0.567235 per \$100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for Friendswood from the same properties in both the 2024 tax year and the 2025 tax year. The voter-approval rate is the highest tax rate that Friendswood may adopt without holding an election to seek voter approval of the rate. The proposed tax rate is greater than the no-new-revenue tax rate. This means that Friendswood is proposing to increase property taxes for the 2025 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 8, 2025 AT 6:00 pm AT Friendswood City Hall, 910 S. Friendswood Drive, Friendswood, Texas 77546.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Friendswood is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of City of Friendswood at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Mayor Mike Foreman	John Ellisor
	Sally Branson	Trish Hanks
	Robert J. Griffon	Joe Matranga
	Michael Ross	

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property. The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by Friendswood last year to the taxes proposed to be imposed on the average residence homestead by Friendswood this year.

	2024	2025	Change
Total tax rate (per \$100 of value)	\$0.514172	\$0.526746	increase of 0.012574 per \$100, or 2.45%
Average homestead taxable value	\$352,623	\$367,599	increase of 4.25%
Tax on average homestead	\$1,813.09	\$1,936.31	increase of 123.22, or 6.80%
Total tax levy on all properties	\$24,093,337	\$25,642,714 *	increase of 1,549,377, or 6.43%

*Total tax levy excludes approximately \$4.4 million from properties with ceilings.

For assistance with tax calculations, please contact the tax assessor for Friendswood at 409-766-2284 or galcotax@galvestoncountytexas.gov, or visit www.galcotax.com for more information.

FY2025-2026 Proposed Tax Rate Public Hearing

September 8, 2025



Proposed Tax Rate - ~~\$0.526746~~ \$0.514172

Supports budget adopted by City Council August 25, 2025

- M&O Rate - \$0.399749
 - General Fund Revenue - \$22.8M
- I&S Rate - \$0.114423
 - Tax Debt Service Revenue - \$6.5M

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/04/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider an ordinance for first and final reading adopting and levying the ad valorem tax rate for maintenance and operation expenditures for the City of Friendswood's fiscal year commencing October 1, 2025, and ending September 30, 2026, and adopting and levying the ad valorem tax rate for debt service for the City of Friendswood's fiscal year commencing October 1, 2025, and ending September 30, 2026.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

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 the affirmative vote of five members of the City Council.

The proposed tax rate of \$0.514172 is composed of the maintenance and operations (M&O) rate at \$0.399749 and the interest and sinking debt service (I&S) rate at \$0.114423

Truth-in-Taxation Guidelines for Taxing Units Other than Schools, based on Section 26.05(a) of the Texas Tax Code, requires tax rate adoption by September 30th or by the 60th day after the taxing unit receives the certified appraisal roll, whichever date is later, if adopting a tax rate that does not exceed the voter-approval tax rate. Certified property tax values were received on July 25, 2025; making our required tax rate adoption date September 25, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action is required to comply with the Truth in Taxation guidelines regarding tax rate adoption.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Tax Rate

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING AND LEVYING THE AD VALOREM TAX RATES FOR THE GENERAL FUND MAINTENANCE AND OPERATIONS AND FOR DEBT SERVICE FOR THE CITY OF FRIENDSWOOD FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the later of September 30th or the 60th 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, the City received the certified appraisal rolls from Galveston Central Appraisal District and Harris Central Appraisal District on or about July 25, 2025, making September 30, 2025, the required tax rate adoption date; and

WHEREAS, the City's tax rate consists of the following two components:

1. the rate that, if applied to the total taxable value, will impose the amount of taxes needed to pay debt service; and
2. the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operations expenditures of the City for the next year; and

WHEREAS, the proposed tax rate for debt service is \$0.114423 per \$100 valuation, and the proposed tax rate for maintenance and operation expenditures is \$0.399749 per \$100 valuation; and

WHEREAS, the combined tax rate of \$0.514172 exceeds the no-new revenue tax rate but not the voter-approval tax rate; and

WHEREAS, on September 8, 2025, prior to the passage of this ordinance, the City Council held a public hearing on the proposed tax rate in accordance with the Texas Tax Code affording adequate opportunity for proponents and opponents of the tax increase to present their views; 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; and

WHEREAS, in adopting this ordinance, a Councilmember made the following motion:

I move that the property tax rate be increased by the adoption of a tax rate of \$0.514172, which is effectively a 2.6 percent increase in the tax rate;
and

WHEREAS, the vote on such motion was made by a record vote and passed by at least five (5) members of the City Council; 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. The City Council of the City of Friendswood hereby adopts and sets for the fiscal year commencing October 1, 2025, and ending September 30, 2026, an ad valorem tax rate of \$0.399749 on each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed valuation on all property – real, personal, and mixed – within the corporate limits of the City on January 1, 2025, made taxable by law, which said taxes, when collected, shall be apportioned among funds for the purpose of maintenance and operation expenditures.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.64 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$2.56.

Section 3. That the ad valorem tax rate of \$0.399749, as set forth in Section 2, is hereby levied and shall be assessed and collected on one hundred percent (100%) of each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed value of property located within the city limits of the City of Friendswood on January 1, 2025, as valued by the Harris Central Appraisal District and the Galveston Central Appraisal District and made taxable by law.

Section 4. The City Council of the City of Friendswood hereby adopts and sets for the fiscal year commencing October 1, 2025, and ending September 30, 2026, an ad valorem tax rate of \$0.114423 on each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed value of all property – real, personal, and mixed – within the corporate limits of the City on January 1, 2025, made taxable by law, which said taxes, when collected, shall be apportioned among funds for the purpose of debt service.

Section 5. The ad valorem tax rate of \$0.114423, as set forth in Section 4, is hereby levied and shall be assessed and collected on one hundred percent (100%) of each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed value of property located within the city limits of the City of Friendswood on January 1, 2025, as valued by the Harris Central Appraisal District and the Galveston Central Appraisal District and made taxable by law.

Section 6. That the Tax Assessor and Collector of the City of Friendswood is hereby directed to assess, extend and enter upon the Tax Rolls of the City of Friendswood for the current year the amounts and rates herein levied, and to keep a current account of same. All collection of such taxes, as well as collection of taxes owed for prior years, to include penalty and interest thereof, shall be deposited in the official depository of the City of Friendswood to be distributed between the General Fund and the Debt Service on a basis determined by the percentage that each bear to the total tax rate.

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

Section 8. That in the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or

held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 9. This ordinance shall take effect immediately from and after its passage by the City Council of the City of Friendswood, Texas.

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 8th day of September, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/21/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Deputy City Manager Steven Rhea and Community Development Director Aubrey Harbin for their participation as keynote speakers at the Bay Area Commercial Real Estate Network (BACREN) Monthly Marketing Luncheon on August 21, 2025.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Deputy City Manager Steven Rhea and Community Development Director Aubrey Harbin were invited to speak at the Bay Area Commercial Real Estate Network Monthly Marketing Luncheon on August 21, 2025, held at the Lakewood Yacht Club in Seabrook, Texas.

They discussed and provided updates on the following topics:

- Friendswood Downtown Economic Development Corporation
- Community Economic and Development Committee
- TIRZ 1 and 2
- Economic Development Incentives
- Upcoming and Ongoing Development

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. BACREN Flyer
2. BACREN Photo
3. BACREN Photo2
4. BACREN Photo3
5. BACREN Photo4



August 21, 2025 - MONTHLY MARKETING & LUNCHEON

Marketing 10:30 am - Luncheon 12 - 1 pm

Lakewood Yacht Club

2322 Lakewood Yacht Club Dr, Seabrook, TX. 77586



**Speakers: Steve Rhea, Deputy City
Manager, and
Aubrey Harbin, Community
Development & City Planner with City
of Friendswood EDC**



****Register By 8/19 @ Noon - Registration will be CLOSED.**

CLICK HERE TO REGISTER

Business/professional attire is requested

***Email your Listing Flyers to bacrenflyers@gmail.com by Tue. 19th @ 5 pm**

For more info, call Cindy Meach at 832-715-2270.

Thank You to Our BACREN Partners!



Jana McQuire
Stewart Title



Joe Loverdi
South Texas Surveying Assoc.

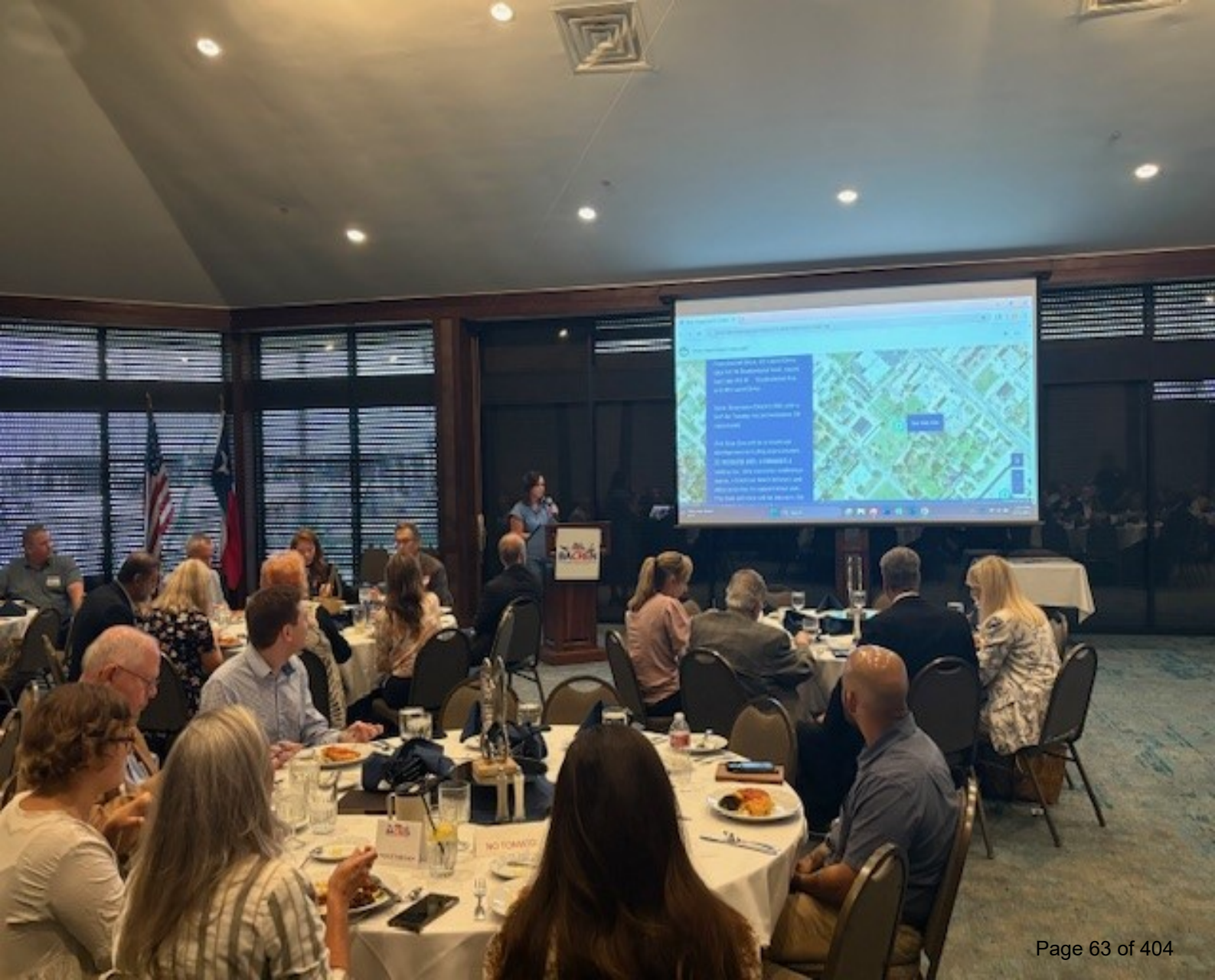


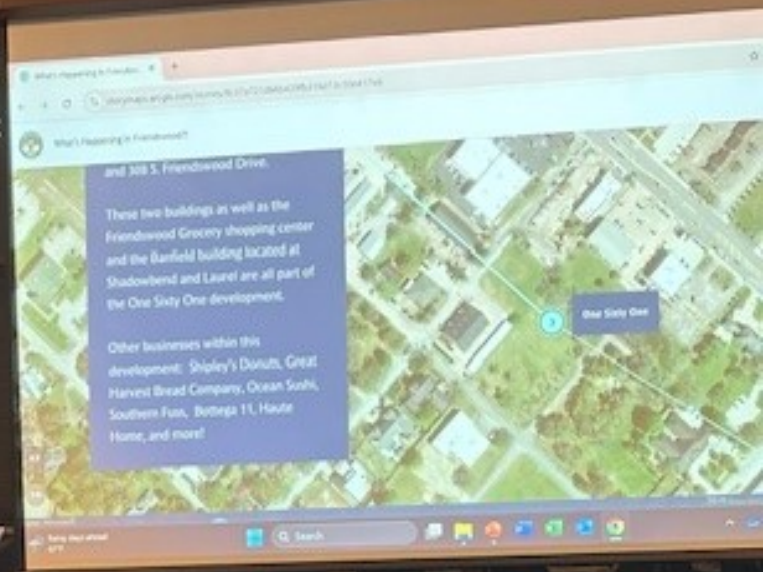
Today's Topics & Updates

- Friendswood Downtown Economic Development Corporation
- Community Economic & Development Committee
- TIRZ 1 & 2
- Economic Development Incentives
- Uncoming & Ongoing Development

August 21,


BACREN
BAY AREA COMMUNITY REDEVELOPMENT





**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/26/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Engineering Director Jil Arias for being invited to present the City's Master Drainage Plan at the Texas Floodplain Management Association's 2025 Technical Summit on August 28, 2025.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Manager will recognize Engineering Director, Jil Arias, for being a presenter at the Texas Floodplain Management Association's 2025 Technical Summit in San Antonio with Halff Associates on Thursday, August 28, 2025. He will be providing a presentation on the City of Friendswood's Master Drainage Plan.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Jil Arias - Conference Presentation



INTRODUCTIONS & AGENDA

Jil Arias, PE, CFM, ENV SP
City of Friendswood
City Engineer

Jason Becker, PE, CFM
Halff Associates
Water Resources Team Leader

AGENDA

- Project Background
- Existing Conditions Modeling
- Future Conditions Modeling
- Flood Risk Assessment
- Next Steps



City of Friendswood | Master Drainage Plan

A Presentation

8, 2025



**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/21/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Recognize GIS Manager Diana Lopez for being invited to present her Garbage and Recycling Services Survey dashboard at the ESRI Micro Region Event on September 24, 2025.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Diana Lopez, GIS Manager, has been invited to present her Garbage and Recycling Services Survey dashboard at the ESRI Micro Region Event on September 24, 2025. She will be presenting her work on a panel with the City of Houston and the City of Pearland to showcase the City of Friendswood's innovative and effective use of the city's GIS system to track, service and positively impact our community.

Congratulations Diana and keep shining a light on our great city.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/27/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Deputy Director of Human Resources Chani Honeycutt for being awarded the 2025 Professional Society for Human Resources Management (SHRM) Certification Grant.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Texas Bay Area SHRM, via The SHRM Foundation, offers professional grants to SHRM members seeking their SHRM-CP or SHRM-SCP certification. This grant awards one SHRM-CP or SHRM-SCP certification exam as well as SHRM's online Learning System.

Deputy Director of Human Resources Chani Honeycutt will utilize this grant to earn the SHRM-SCP (Senior Certified Professional) credential in Human Resources.

The SHRM-SCP (Senior Certified Professional) is an advanced certification from the Society for Human Resource Management (SHRM) for senior-level HR professionals who demonstrate leadership and strategic thinking in human resources. It requires at least three years of strategic HR experience and focuses on developing and implementing enterprise-wide HR strategies and policies, aligning them with organizational goals, and leading HR functions at a strategic level.

Congratulations, Chani, and thanks for your continued eagerness to grow professionally!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/21/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Highlight the upcoming National Night Out on October 7, 2025.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Manager will highlight the upcoming National Night Out, which will take place on Tuesday, October 7, 2025.

Here is more detailed information about the event:

Friendswood neighbors, it's time to come together! Sign-ups are OPEN to host a National Night Out party in your neighborhood! Sign-ups are open now through September 1st.

Join the City of Friendswood Police, EMS, and Friendswood Volunteer Fire Department in building stronger, safer communities through fun, food, and connection.

This year, we're also collecting Sleep Fit Kits for local teens. Please consider donating new:

-  Adult-sized socks
-  Adult-sized Pajamas
-  Adult-sized Underwear (Briefs for boys, Seamless briefs for girls)

The neighborhood that raises the most will receive the trophy for the year.

Let's make this the biggest and most generous National Night Out yet! Sign up [here](https://www.ci.friendswood.tx.us/formcenter/police-department-4/application-for-national-night-out-party-72):

<https://www.ci.friendswood.tx.us/formcenter/police-department-4/application-for-national-night-out-party-72>.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. National Night Out Logo



POLICE • COMMUNITY PARTNERSHIPS

OCTOBER 7, 2025

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/25/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Reminder of the temporary location of City Council meetings during the renovation of the City Council Chambers.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Due to the upcoming renovation of the City Hall Council Chamber set to begin on September 9, 2025, we will be temporarily relocating our City Council Meetings through the end of December to the Fisd Boardroom, which is located in the Fisd Administration Annex Building at 402 Laurel Drive.

The specific City Council meeting dates that will be affected by the temporary relocation are the following:

- Monday, October 6;
- Monday, November 3; and
- Monday, December 1.

Please note that all other Board and Committee meetings that are usually held in the Council Chamber will also be relocated to other conference rooms within City Hall or to other City Facilities such as the Friendswood Public Library, so please be sure to confirm the meeting location on the posted agendas if you plan to attend.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 07/15/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider naming a memorial bench to be placed at Friendswood Veterans Memorial in honor of Former Police Chief Robert "Bob" Wieners and authorizing the purchase and installation of such memorial.

Originating Department: City Secretary

Degree of importance: Reg

SUMMARY / ORIGINATING CAUSE

In accordance with the Facility Naming Policy adopted by the City Council on October 3, 2022, the City Council reviewed and discussed the naming of a city facility or memorial in honor of Former Police Chief Robert "Bob" Wieners at its retreat held on July 12, 2025. The Staff is recommending the placement of a memorial bench in honor of Chief Wieners to be located at the City's Veteran's Memorial.

Police Chief Robert "Bob" Wieners served 22 years as Police Chief of the Friendswood Police Department (FPD) until his retirement. He oversaw the growth of a police department that nearly doubled in size to meet the demands of growth in the community and kept Friendswood as one of the safest cities in Texas and in the country. He was a resident of Friendswood who left an indelible mark on his family, friends, colleagues and the city that he loved and served with honor and distinction.

The application and the City's naming policy, and a sample bench are attached for your review and approval. The costs associated with this item will not exceed \$10,000 and will be paid out of fund balance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Prior to his service with the Friendswood Police Department, Chief Wieners served 23 years in the United States Marine Corps. His dedication to our Country and our community was unparalleled.

RECOMMENDATIONS

The Mayor recommends approval.

ATTACHMENTS

1. 2025 07 14 Facility Naming Request Application - Chief Bob Wieners
2. Resolution No. R2022-31 -- Facility Naming Policy
3. Sample Bench



CITY OF FRIENDSWOOD

City Secretary's Office
910 S. Friendswood Drive, Texas 77546
Phone: (281) 996-6270 Fax: (281) 482-1634
Web: www.ci.friendswood.tx.us

FOR OFFICE USE ONLY

Date Received: _____

Date sent to Mayor: _____

Date of Retreat: _____

FACILITY NAMING APPLICATION

Applicant Information

Applicant Name: Mayor Mike Foreman
Mailing Address: 910 S Friendswood Dr, Friendswood, TX Zip: 77546
Home Phone: 281-996-3270 Mobile: _____ Email: mayor@friendswood.com

Facility

Location and description of the Facility to be named: Memorial or Facility to be determined

Has the City named a facility for the person, organization or entity in the past? ☐ Yes ☒ No

Application Category

Select the applicable category for which this application is submitted and describe how the person/family/organization/entity has made a positive, significant impact on the community:

- ☒ Historical Symbolic Category (for nominated families and deceased individuals):

Character: See attached bio for Chief Robert "Bob" Weiners outlining his history/impact on the community.

Service to the community: _____

Leadership: _____

Inspiration to others: _____

- ☐ Civic Contribution Category (for nominated families, deceased individuals, organizations, entities):

Character: _____

Service to the community: _____

Leadership: _____

- ☐ Financial Benefactor Category (for nominated families, deceased individuals, organizations, entities):

Financial Contribution Made: _____

☐ Contributed to the successful completion of the Facility

☐ Contributed to the continued operation of the Facility

Signature

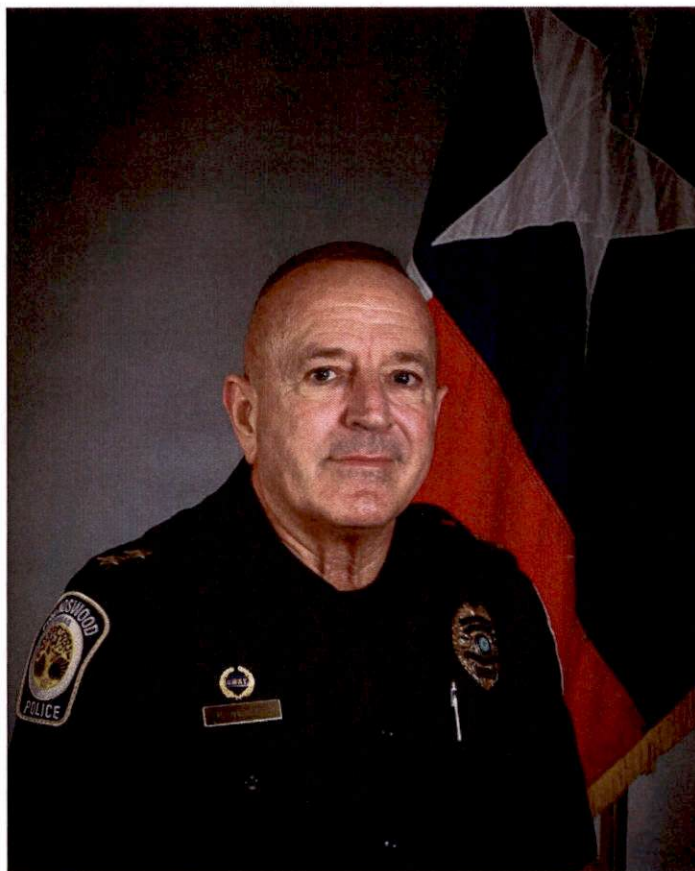
I have read and understand the City of Friendswood's Facility Naming Policy and affirm that this application is in compliance with that policy.


Applicant's Signature

14 JULY 2025
(Date)

An additional sheet may be submitted for consideration.

Request to the City Council of the City of Friendswood to name a City facility or monument in honor of Robert B. Wieners.



Robert B. Wieners, a cherished husband, father, grandfather, and esteemed public servant, passed away on Saturday, August 24, 2024, at the age of 71. Bob, as he was known to his close friends, was born in Boston, Massachusetts on July 14, 1953, dedicated his life to the service of his country and community.

Bob graduated from Boston College High School in 1971 and then served on active duty with the United States Army as a military policeman from 1972 to 1975. Following discharge from the Army, he completed a Bachelor of Arts degree at Boston State College in 1978. Bob returned directly to military service after graduation by completing Officer Candidate School and receiving a commission as a second lieutenant in the United States Marine Corps.

Bob went on to serve more than 20 years as a Marine officer. His assignments included two deployments to the Mediterranean Sea. He was also deployed on two subsequent occasions to Okinawa, Japan and the Republic of South Korea. Other notable assignments included ceremonial and security support at the Marine Corps Barracks (8th and I) Washington, DC, served as an Assistant Professor of Naval Science at Boston University, Boston, MA; and two

assignments on independent duty representing the Marine Corps in the civilian community and training members of the Marine Corps Reserve. His command assignments include leadership responsibilities for units ranging in size from 30 to 900 personnel.

In August of 1992, Bob attended the College of Naval Command and Staff where he earned a Master of Arts Degree in National Security and Strategic Studies. He made his way to Texas when assigned by the Marines to serve as the Inspector-Instructor, 1st Battalion, 23d Marines, 4th Marine Division, Houston, TX from July 1996 to May 1998. Bob and his wife Susan settled in Friendswood with their children, Robert Jr. (Bobby) and Marion. It was during this assignment in Houston that he participated in and was commended for his unit's performance in the search for Laura Smith. He officially retired from active duty as a lieutenant colonel on September 1, 1998.

His military decorations included: the Meritorious Service Medal (with 2 Gold Stars for subsequent awards), the Navy Commendation Medal (with 1 Gold Star for a subsequent award) and the National Defense Service Medal. The meritorious service medals and navy commendation medals were awarded for superior leadership and operational excellence. He has also earned several certificates of commendation and unit awards.

Bob immediately sought to return to public service by attending the police academy at Alvin Community College, Alvin TX from August 1998 to December 1998. He began his service with the Friendswood Police Department where he held the rank of Patrolman for 2 ½ years. He would later be assigned to executive assistant duties in the Office of the Chief. Bob was further assigned to duties as the tactical team leader for the Friendswood Police Department and attended the Houston Police Department Basic Special Weapons and Tactics Course.

Bob was appointed as Chief of Police in October 2001. He was a 2005 graduate of the Law Enforcement Management Institute Leadership Command College and held a Master Peace Officer Certification. During his 22-year tenure as chief of police, he oversaw the growth of a police department that nearly doubled in size to meet the demands of growth in the community.

Chief Wiener was a dedicated leader, a strategic thinker, and a mentor to many. His commitment to service, both in the military and in his local community, left an indelible mark on all who knew him. Bob was also a devoted father, grandfather and friend.

FACILITY NAMING REQUEST #1

- Police Chief Robert “Bob” Wieners served 22-years as Police Chief of the Friendswood Police Department (FPD) until his retirement.
- He oversaw the growth of a police department that nearly doubled in size to meet the demands of growth in the community and kept Friendswood as one of the safest cities in Texas and in the country.
- Resident of Friendswood that left an indelible mark on his family, friends, colleagues and the city that he loved and served with honor and distinction.



July 12, 2025

| 79

RESOLUTION NO. 2022-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING A FACILITY NAMING POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood is called upon from time to time to name City facilities, including buildings, parks, roadways and other City-owned property and features thereon; and

WHEREAS, the City Council adopted an appointment policy via minute order in 1995; and

WHEREAS, after reviewing such policy, the City Council desires to amend and restate the same via this resolution in order to update the criteria and procedures used in honoring individuals, organizations and entities in acknowledgement of their positive, significant impacts on and contributions to the City of Friendswood; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, Texas, finds that the above-referenced recitals are true and correct.

Section 2. That the City Council of the City of Friendswood, Texas, hereby adopts the Facility Naming Policy, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of October, 2022.


MIKE FOREMAN Mayor

ATTEST:


LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:


KAREN HORNER, City Attorney



Exhibit "A"

City of Friendswood Facility Naming Policy

1. Purpose. The Facility Naming Policy (the "Policy") establishes uniform criteria and procedures applicable to all persons desiring the City Council to name a City facility or a portion thereof in honor or in memory of an individual(s) or in recognition of an organization or entity in acknowledgement of their positive, significant impact on and contributions to the City of Friendswood.
2. Applicability. Under this policy, the following City-owned facilities may be named:
 - a. buildings, including rooms therein,
 - b. parks,
 - c. roadways, and
 - d. other City-owned property and features thereon.

This policy shall not affect the naming of facilities through the subdivision platting process.

3. Criteria
 - a. General Criteria. In naming any facility, the City Council shall consider the following criteria:
 - (1) symbolic names reflecting historical or special events or circumstances;
 - (2) names that are consistent with the positive image of the community;
 - (3) the function of the building, to the extent practical, such as "library" or "activities building";
 - (4) whether the facility has already been named according a naming policy of the City Council, as renaming of facilities should only be made after careful consideration is given to the significance of the existing name versus the name being suggested; and
 - (5) whether another City facility has been named for the individual, entity, as only one facility shall be named or dedicated per individual, family, organization, or entity.

The City Council's decisions should be made objectively, without consideration to illness, misfortune, or incidents creating emotional responses.
 - b. Specific Criteria. In addition to the general criteria specified in subsection a, each naming shall fall within one of the following categories and meet the criteria specified therein:
 - (1) Historical/Symbolic Category. In naming a facility under this category, the City Council shall consider the following of the nominated family or a deceased individual:

- (a) character,
 - (b) service to the community,
 - (c) leadership, and
 - (d) inspiration to others.
 - (2) Civic Contributions Category. In naming a facility for this category, the City Council shall consider the following of the nominated individual, family, organization, or entity:
 - (a) the years of service to the community
 - (b) the positive impact on the development and well-being of the entire community;
 - (3) Financial Benefactor Category. In naming a facility for this category, the City Council shall consider the significant financial contribution made by an individual, family, organization or entity towards the facility. A significant financial contribution will be measured by the impact a single contribution makes toward the successful conclusion or continuing operation of the facility to be named. Depending on the impact, the naming could be for the entire facility or some portion thereof.
4. Application Process. Requests under this Policy shall be submitted on a facility naming application to the City Secretary. Upon the City Secretary's receipt of the application, it shall be reviewed by City staff for completeness and, if complete, referred to the Mayor for his review. If the Mayor determines that the application meets the criteria specified herein, the application shall be reviewed at the next regularly scheduled Council Retreat for which proper notice may be given.
 5. Council Deliberation & Decision. At the Council Retreat, the City Council will review and discuss all applications received. The Mayor, at his discretion, may call an ad hoc committee of two or three Councilmembers to review an application with input by City staff, prior to the City Council's consideration of the item at a regular meeting of the City Council.
 6. Removal of Facility. If a facility that is named is later removed, damaged or destroyed for any reason, the City shall endeavor to preserve any historical dedication acknowledgment but cannot guaranty the same.



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: September 8, 2025

Date submitted: 05/15/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider authorizing the formation of a 32-member 2026 Bond Election Ad Hoc Committee and confirming the appointments thereto.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The 2026 Bond Election Ad Hoc Committee (the "Committee") is being established to identify and prioritize bond funding for proposed projects to be recommended to the City Council for potential funding in the November 2026 bond election.

If confirmed, the Committee will consist of the following 32 citizens:

1. Aaron Olszeski
2. Barbara Blanchard
3. Bradley Allen
4. Brett Banfield
5. Christina Murphy
6. Dacia Moore
7. Dale Kohn
8. Glen Grayban
9. James Hall
10. Jeff Smith
11. Jennifer Hubenak
12. JoBeth Brizendine
13. Kitten Brizendine
14. Kurt Buske
15. Larry Smith
16. Lee Coggins
17. Lindsay French
18. Maddie Short
19. Marcus Rives
20. Martina Ayad
21. Michael Fernandez
22. Michael Jones
23. Randall Waibel
24. Robin Hall
25. Ron Cox
26. Shanna Studebaker
27. Shannon Dicely
28. Shawna Talton
29. Steve Rockey

- 30. Tasha Garcia
- 31. Timothy Clarke
- 32. Tom Hinckley

All of the applicants have complied with the City's Appointment Policy requirements and will serve on this Committee until such time as the Committee submits its final report to the City Council.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Encourage citizen engagement in the bond election process.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 1. 11.B. 2026 Bond Election Slides
- 2. Combined 2026 Bond Comminttee Volunteer Applications - 32 Applicants_Redacted
- 3. 2026 Bond Ad Hoc Committee Potential Appointees
- 4. Final Ad Hoc Committee Map

11. BUSINESS ITEMS

11.B. ACTION ITEM

Consider approving the formation of a 2026 Bond Election Ad Hoc Committee.

2006 BOND ELECTION AD HOC COMMITTEE

BOND AD HOC COMMITTEE

- **COMPOSITION: 32 Members**
- **Five Project Subcommittees:**
 - ✓ Facilities
 - ✓ Parks
 - ✓ Drainage
 - ✓ Streets
 - ✓ Finance
- **Meet from September 2025 through March 2026.**
- **Present finalized report to Council April 2026.**
- **Assist in public outreach and education.**

2006 BOND ELECTION AD HOC COMMITTEE

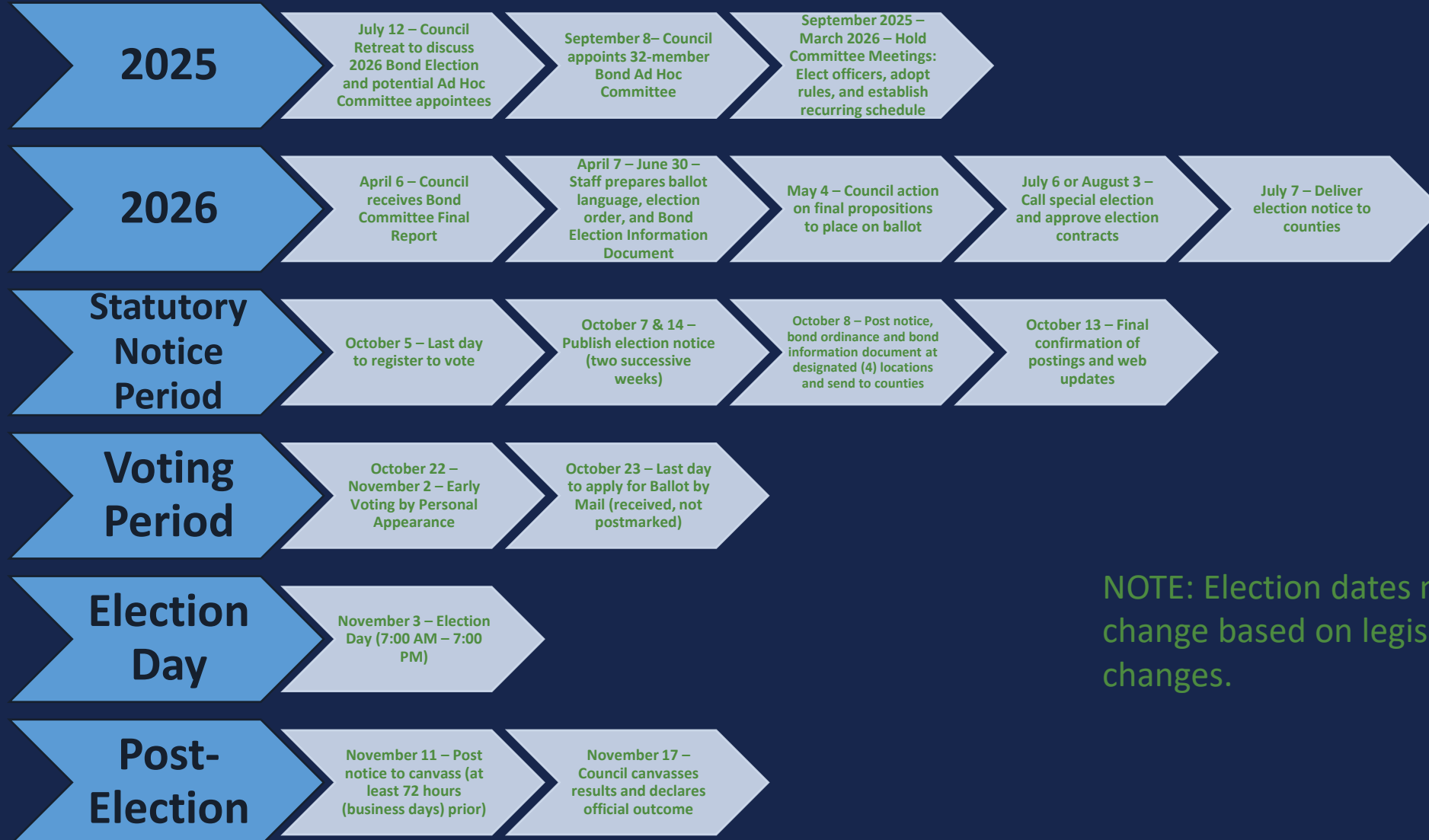
- Appointment Criteria considered:
 - ✓ Friendswood residents;
 - ✓ Experience volunteering in the community and/or serving on City boards;
 - ✓ Completed Friendswood Academy;
 - ✓ Selected from all areas of the city;
 - ✓ Diverse group based on:
 - ✓ education,
 - ✓ age,
 - ✓ gender,
 - ✓ profession, &
 - ✓ extra curricular activities.



PROPOSED APPOINTEES

- | | | |
|----------------------|-----------------------|-----------------------|
| 1. Aaron Olszeski | 12. JoBeth Brizendine | 22. Michael Jones |
| 2. Barbara Blanchard | 13. Kitten Brizendine | 23. Randall Waibel |
| 3. Bradley Allen | 14. Kurt Buske | 24. Robin Hall |
| 4. Brett Banfield | 15. Larry Smith | 25. Ron Cox |
| 5. Christina Murphy | 16. Lee Coggins | 26. Shanna Studebaker |
| 6. Dacia Moore | 17. Lindsay French | 27. Shannon Dicely |
| 7. Dale Kohn | 18. Maddie Short | 28. Shawna Talton |
| 8. Glen Grayban | 19. Marcus Rives | 29. Steve Rockey |
| 9. James Hall | 20. Martina Ayad | 30. Tasha Garcia |
| 10. Jeff Smith | 21. Michael Fernandez | 31. Timothy Clarke |
| 11. Jennifer Hubenak | | 32. Tom Hinckley |

2026 BOND ELECTION TIMELINE



NOTE: Election dates may change based on legislative changes.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/04/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider on second and final reading an ordinance approving the 2025 Annual Update to the Service and Assessment Plan and Assessment Roll for the Friendswood City Center Public Improvement District, including the collection of annual installments.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance approves the 2025 Annual Update to the Service and Assessment Plan ("SAP") and Assessment Roll for the Friendswood City Center Public Improvement District (the "PID"). Pursuant to Section 372.013(d) of the Texas Local Government Code, the City Council is required to review and update the SAP annually.

The original SAP was adopted by City Council on November 4, 2024, and includes a 30-year payment term. The 2025 annual installment to be collected from parcels within PID are shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Initial Major Improvements Annual Installment Due.....	\$184,535.00
Additional Major Improvements Annual Installment Due.....	\$899,183.80

Council approved this ordinance on first reading on August 4, 2025. This is the second and final reading.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 1. Ordinance - Approving 2025 SAP Update Friendswood City Center PID
- 2. Exhibit A - 2025 SAP Update Friendswood City Center PID

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT, INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Friendswood, Texas (the "City") received a petition meeting the requirements of Section 372.005 of the Public Improvement District Assessment Act (the "Act") requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Friendswood City Center Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, on November 6, 2023, the City Council approved a resolution (the "Resolution") to provide for a public hearing date on December 4, 2023, to consider the creation of the District; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located, in accordance with the Act; and

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 4, 2023; and

WHEREAS, the City Council approved the creation of the District by resolution approved on January 8, 2024 (the "Creation Resolution") and filed the Creation Resolution in the real property records, as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last-known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at its regular meeting on the 4th day of November, 2024, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an ordinance levying Assessments on property within the District on November 4, 2024; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, upon approval of the 2025 Updates by the City Council, City staff is directed to file a copy of this Ordinance and the 2025 Updates in the real property records of Harris County; and

WHEREAS, the City Council now desires to proceed with the adoption of this ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this ordinance to be in the best interest for the citizens of Friendswood, Texas; NOW THEREFORE,

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

Section 1. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

Section 2. That the 2025 Updates, which are attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, are hereby approved and accepted as provided.

Section 3. If any portion of this ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof; and the Council hereby determines that it would have adopted this ordinance without the invalid provision.

Section 4. That this ordinance shall be cumulative of all other City ordinances; and all other provisions of other ordinances adopted by the City which are inconsistent with the terms or provisions of this ordinance are hereby repealed.

Section 5. It is hereby declared to be the intention of the City Council of the City of Friendswood, Texas, that sections, paragraphs, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance since the same would have been enacted by the City Council of the City of Friendswood without the incorporation in this ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

Section 6. That the City Secretary is hereby directed to file a copy of this ordinance and the 2025 Updates in the real property records of Harris County, Texas; and

Section 7. This ordinance shall take effect from and after its passage on second reading by the City Council of the City of Friendswood, Texas.

[Signature pages to follow]

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 4th day of August, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

STATE OF TEXAS §
 §
COUNTY OF GALVESTON§

Before me, the undersigned authority, on this day personally appeared Mike Foreman, the Mayor of the City of Friendswood, known to me to be such person who signed the above and acknowledged to me that such person executed the above and foregoing ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this 4th day of August, 2025.

[NOTARY STAMP]

Notary Public, State of Texas

INTRODUCED, READ, AND PASSED on second and final reading by the affirmative vote of the City Council of the City of Friendswood this 8th day of September, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

STATE OF TEXAS §
 §
COUNTY OF GALVESTON§

Before me, the undersigned authority, on this day personally appeared Mike Foreman, the Mayor of the City of Friendswood, known to me to be such person who signed the above and acknowledged to me that such person executed the above and foregoing ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this the 8th day of September, 2025.

[NOTARY STAMP]

Notary Public, State of Texas

EXHIBIT "A"



FRIENDSWOOD CITY CENTER

2025 ANNUAL SERVICE PLAN UPDATE

AUGUST 4, 2025

INTRODUCTION

Capitalized terms used in this 2025 Annual Service Plan Update shall have the meanings set forth in the 2024 Service and Assessment Plan (the “SAP”).

The District was created pursuant to the PID Act by Resolution No. 2024-01 on January 8, 2024 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On November 4, 2024, the City approved the SAP for the District by adopting Ordinance No. 2024-37 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Roll.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2025.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the SAP. This 2025 Annual Service Plan Update also updates the Assessment Roll for 2025.

PARCEL SUBDIVISION

There have not been any recoded plats in the District.

See the anticipated/completed Lot Type classification summary within District below:

District	
Lot Type	Number of Units/ Sq. Ft.
1	76408
2	268800
3	115
4	194050
5	750000
Total	345208

See **Exhibit C** for the Lot Type classification map.

LOT AND HOME SALES

Per the quarterly report dated March 31, 2025, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 1: 0 Sq. Ft.
 - Lot Type 2: 0 Lots
 - Lot Type 3: 0 Sq. Ft.
 - Lot Type 4: 59,050 Sq. Ft.
 - Lot Type 5: 750,000 Sq. Ft.
- Unrelated Third Party Owned:
 - Lot Type 1: 76,408 Sq. Ft.
 - Lot Type 2: 268,800 Sq. Ft.
 - Lot Type 3: 115 Units
 - Lot Type 4: 135,000 Sq. Ft.
 - Lot Type 5: 0 Sq. Ft.

See **Exhibit D** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

Per the Developer as of March 31, 2025, the Authorized Improvements listed in the SAP for the District are currently under construction and projected to be completed in the 4th quarter of 2025. The budget for the Authorized Improvements remains unchanged as shown on the table below.

Authorized Improvement Budget					
Authorized Improvements	Budget	Spent to Date ^[a]	Percent of Budget Spent	Anticipated Completion Date	
Initial Major Improvements					
FM 528 Traffic Improvements	\$1,200,000	\$ -	0.00%	December 2025	
Phase 1 Blackhawk Boulevard Improvements	\$240,923	\$ -	0.00%	December 2025	
Phase 1 Townes Road Improvements	\$271,984	\$ -	0.00%	December 2025	
Phase 1 Madison Avenue Improvements	\$98,159	\$ -	0.00%	December 2025	
Larrabee Way Improvements	\$817,556	\$ -	0.00%	December 2025	
Phase 1 Earthwork, Paving and Grading	\$412,543	\$ -	0.00%	December 2025	
Clearing, Grubbing and Demolition	\$873,609	\$ 730,903.99	83.66%	December 2025	
Detention Pond 1	\$13,983,801	\$ 5,823,933.87	41.65%	December 2025	
Detention Pond 2	\$2,018,477	\$ -	0.00%	December 2025	
Phase 1 Storm Drainage	\$5,144,261	\$ -	0.00%	December 2025	
Contingency	\$3,695,875	\$ -	0.00%	December 2025	
Soft Costs	\$83,010	\$ 975.00	1.17%	December 2025	
Total	\$28,840,198	\$ 6,555,812.86	22.73%		
Additional Major Improvements					
Phase 2 Blackhawk Blvd. Improvements	\$3,703,530	\$ -	0.00%	June 2026	
Phase 2 Townes Rd. Improvements	323,993	\$ -	0.00%	June 2026	
Phase 2 Madison Ave. Improvements	213,654	\$ -	0.00%	June 2026	
Bennett Blvd. Improvements	804,530	\$ -	0.00%	June 2026	
Phase 2 Earthwork, Paving & Grading	1,417,727	\$ -	0.00%	June 2026	
Water	1,007,036	\$ -	0.00%	June 2026	
Wastewater	862,879	\$ -	0.00%	June 2026	
Sanitary Sewer Lift Station	1,330,700	\$ -	0.00%	June 2026	
Phase 2 Storm Drainage	179,101	\$ -	0.00%	June 2026	
Landscaping, Parks and Amenities	5,597,472	\$ -	0.00%	June 2026	
Fire Station	1,031,690	\$ -	0.00%	June 2026	
Contingency	2,141,400	\$ -	0.00%	June 2026	
Soft Costs	2,981,848	\$ -	0.00%	June 2026	
Total	\$21,595,560	\$ -	0.00%		

Footnotes:

[a] Per Draw #1 approved on 1/23/2025.

OUTSTANDING ASSESSMENT

Net of the principal bond payment due September 15, the Initial Major Improvement Assessments has an outstanding Assessment of \$36,907,000.00.

The Additional Major Improvement Assessments has an outstanding Assessment of \$17,746,000.00.

TIRZ ANNUAL CREDIT

The TIRZ No. 1 Annual Credit Amount shall only be applied to principal and interest component of the Annual Installment, as further described in the SAP.

Lot Type	Units/Sq. Ft.	TIRZ No. 1 Maximum Annual Credit	
		Amount	
Lot Type 1	76,408	\$	2.08
Lot Type 2	268,800	\$	1.73
Lot Type 3	115	\$	782.44
Lot Type 4	194,050	\$	1.46
Lot Type 5	750,000	\$	2.35

Application of qualifying property tax exemptions may decrease or eliminate the amount of the TIRZ No. 1 Annual Credit Amount on a parcel-by-parcel basis. The resulting TIRZ No. 1 Annual Credit Amount by Parcel is included in the Assessment Rolls attached hereto as **Exhibit A-1**.

ANNUAL INSTALLMENT DUE 1/31/2026

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$879,905.83.
 - **TIRZ Credit** - The total principal and interest credit from the TIRZ No. 1 Fund for the Annual Installment is \$0.00
- **Additional Interest Reserve** – The total Additional Interest Reserve Requirement, as defined in the Indenture, is equal to \$922,675.00 and has not been met. As such, the Additional Interest Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$184,535.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$71,800.00.

Initial Major Improvements	
Annual Collection Costs Breakdown	
Administration	\$ 30,996.13
City Auditor	\$ 675.30
Filing Fees	\$ 675.30
County Collection	\$ 675.30
PID Trustee Fees	\$ 4,500.00
Draw Request Review	\$ 10,000.00
P3 Works Dev/Issuer CDA Review	\$ 3,500.00
Collection Cost Maintenance Balance	\$ 10,000.00
Less CCMB Credit from Prior Years	\$ (10,000.00)
Arbitrage Calculation	\$ 1,500.00
Total Annual Collection Costs	\$ 52,522.03

Additional Major Improvements	
Annual Collection Costs Breakdown	
Administration	\$ 14,903.87
City Auditor	\$ 324.70
Filing Fees	\$ 324.70
County Collection	\$ 324.70
PID Trustee Fees	\$ -
Draw Request Review	\$ 3,400.00
P3 Works Dev/Issuer CDA Review	\$ -
Collection Cost Maintenance Balance	\$ -
Less CCMB Credit from Prior Years	\$ -
Arbitrage Calculation	\$ -
Total Annual Collection Costs	\$ 19,277.97

- **Credit** \$52,522.03 Annual Collection Costs initially funded at bond closing will be applied in accordance with the terms of the SAP, reducing the total Annual Installment by \$52,522.03.

District	
Due January 31, 2026	
Principal	-
Interest	3,463,395.83
Capitalized Interest	(2,583,490.00)
Additional Interest	184,535.00
Annual Collection Costs	71,800.00
Less ACC Credit	(52,522.03)
Total Annual Installment	\$ 1,083,718.80

See the limited offering memorandum for the pay period of the Initial Major Improvement Assessments. See **Exhibit B-1** for the debt service schedule for the Initial Major Improvement Assessments as shown in the limited offering memorandum.

Please contact P3Works for the pay period for the Additional Major Improvements. See **Exhibit B-2** for the reimbursement schedule for the Additional Major Improvement Assessments.

PREPAYMENT OF ASSESSMENTS IN FULL

No full Prepayments of Assessments have occurred within the District.

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial Prepayments of Assessments have occurred within the District.

EXTRAORDINARY OPTIONAL REDEMPTIONS

No extraordinary optional redemptions have occurred within the District.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		District				
Annual Installments Due		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
<i>Initial Major Improvement Bonds</i>						
Principal		\$ -	\$ 468,000.00	\$ 499,000.00	\$ 533,000.00	\$ 570,000.00
Interest ^[a]		\$ 2,583,490.00	\$ 2,583,490.00	\$ 2,550,730.00	\$ 2,515,800.00	\$ 2,478,490.00
Capitalized Interest		\$ (2,583,490.00)	\$ -	\$ -	\$ -	\$ -
	(1)	\$ -	\$ 3,051,490.00	\$ 3,049,730.00	\$ 3,048,800.00	\$ 3,048,490.00
Additional Interest ^[b]	(2)	\$ 184,535.00	\$ 184,535.00	\$ 182,195.00	\$ 179,700.00	\$ 177,035.00
Annual Collection Costs ^[c]	(3)	\$ 52,522.03	\$ 52,042.47	\$ 53,083.32	\$ 54,144.99	\$ 55,227.89
Annual Collection Costs Credit ^[c]	(4)	\$ (52,522.03)	\$ (52,042.47)	\$ (53,083.32)	\$ (54,144.99)	\$ (55,227.89)
Total Annual Installment Due	(5) = (1) + (2) + (3) + (4)	\$ 184,535.00	\$ 3,236,025.00	\$ 3,231,925.00	\$ 3,228,500.00	\$ 3,225,525.00
<i>Additional Major Improvements Reimbursement Obligation</i>						
Principal		\$ -	\$ 226,000.00	\$ 244,000.00	\$ 260,000.00	\$ 277,000.00
Interest ^[d]		\$ 879,905.83	\$ 1,242,220.00	\$ 1,226,400.00	\$ 1,209,320.00	\$ 1,191,120.00
	(5)	\$ 879,905.83	\$ 1,468,220.00	\$ 1,470,400.00	\$ 1,469,320.00	\$ 1,468,120.00
Additional Interest ^[e]	(6)	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Collection Costs ^[c]	(7)	\$ 19,277.97	\$ 19,663.53	\$ 20,056.80	\$ 20,457.94	\$ 20,867.09
Total Annual Installment Due	(8) = (5) + (6) + (7)	\$ 899,183.80	\$ 1,487,883.53	\$ 1,490,456.80	\$ 1,489,777.94	\$ 1,488,987.09

[a] Calculated at the rate on the Series 2024 Bonds plus Additional Interest.

[b] Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of outstanding bond par.

[c] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to \$20,000.

[d] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on the Bonds plus the Additional Interest.

[e] Additional Interest will be collected if Additional Major Improvement Bonds are issued.

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Rolls attached hereto as **Exhibit A-1** and **Exhibit A-2**. The Parcels or Lots shown on the Assessment Rolls will receive the bills for the 2025 Annual Installments which will be delinquent if not paid by January 31, 2026. The list of Parcels shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County prior to billing.

EXHIBIT A-1 – INITIAL MAJOR IMPROVEMENTS ASSESSMENT ROLL

Property ID ^[e]	Address	Lot Type	Acres	Initial Major Improvement Outstanding Assessment ^[a]	Principal	Interest ^[b]	Capitalized Interest	Additional Interest ^[c]	Annual Collection Costs ^[d]	Annual Collection Costs Credit ^[d]	Annual Installment before TIRZ	TIRZ #1 Annual Credit Amount	Initial Major Improvements Annual Installment Due 1/31/2026 ^{[a],[f]}
1413970000003	FM 528 RD	Non Benefited	7.6700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1413970000001	3680 FM 528 RD	Non Benefited	1.3610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1413970000005	FM 528 RD	Non Benefited	1.6590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
432150000230	3801 E FM 528 RD	Initial Parcel	1.4740	\$ 567,965.99	\$ -	\$ 39,757.62	\$ (39,757.62)	\$ 2,839.83	\$ 808.27	\$ (808.27)	\$ 2,839.83	\$ -	\$ 2,839.83
432150000231	3801 E FM 528 RD	Initial Parcel	1.6540	\$ 637,324.11	\$ -	\$ 44,612.69	\$ (44,612.69)	\$ 3,186.62	\$ 906.97	\$ (906.97)	\$ 3,186.62	\$ -	\$ 3,186.62
432150000232	3801 E FM 528 RD	Initial Parcel	3.0530	\$ 1,176,390.88	\$ -	\$ 82,347.36	\$ (82,347.36)	\$ 5,881.95	\$ 1,674.11	\$ (1,674.11)	\$ 5,881.95	\$ -	\$ 5,881.95
432150000130	3801 E FM 528 RD	Initial Parcel	89.6010	\$ 34,525,319.06	\$ -	\$ 2,416,772.33	\$ (2,416,772.33)	\$ 172,626.60	\$ 49,132.68	\$ (49,132.68)	\$ 172,626.60	\$ -	\$ 172,626.60
Total			106.4720	\$ 36,907,000.04	\$ -	\$ 2,583,490.00	\$ (2,583,490.00)	\$ 184,535.00	\$ 52,522.03	\$ (52,522.03)	\$ 184,535.00	\$ -	\$ 184,535.00

Footnotes:

[a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[b] Interest is calculated at the rate of the Initial Major Improvement Bonds. Principal on the Initial Major Assessment Bonds is paid by Capitalized Interest for the installment due 1/31/2026. Interest for each year of the life of the Initial Major Improvement Assessment is depicted in the Debt Service Table.

[c] Additional Interest shall be collected beginning with the Annual Installment due 1/31/2026 and shall be collected when the Delinquency and Prepayment Reserve Fund is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] Annual Collection Costs will be assessed each year based on actual costs to administer the District. The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to \$20,000.

[e] The list of Parcels shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County prior to billing.

[f] Cumulative of TIRZ No. 1 Annual Credit Amount.

EXHIBIT A-2 – ADDITIONAL MAJOR IMPROVEMENTS ASSESSMENT ROLL

Property ID ^[f]	Address	Lot Type	Acres	Additional Major Improvement Outstanding Assessment ^[a]	Principal ^[e]	Interest ^[c]	Capitalized Interest	Additional Interest	Annual Collection Costs ^[d]	Additional Major Improvements Annual Installment Due 1/31/2026 ^{[a],[b]}
1413970000003	FM 528 RD	Non Benefited	7.6700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1413970000001	3680 FM 528 RD	Non Benefited	1.3610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1413970000005	FM 528 RD	Non Benefited	1.6590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
432150000230	3801 E FM 528 RD	Initial Parcel	1.4740	\$ 273,095.20	\$ -	\$ 13,540.97	\$ -	\$ -	\$ 296.67	\$ 13,837.64
432150000231	3801 E FM 528 RD	Initial Parcel	1.6540	\$ 306,444.68	\$ -	\$ 15,194.55	\$ -	\$ -	\$ 332.90	\$ 15,527.45
432150000232	3801 E FM 528 RD	Initial Parcel	3.0530	\$ 565,644.26	\$ -	\$ 28,046.53	\$ -	\$ -	\$ 614.47	\$ 28,661.00
432150000130	3801 E FM 528 RD	Initial Parcel	89.6010	\$ 16,600,815.89	\$ -	\$ 823,123.78	\$ -	\$ -	\$ 18,033.92	\$ 841,157.71
Total			106.4720	\$ 17,746,000.02	\$ -	\$ 879,905.83	\$ -	\$ -	\$ 19,277.97	\$ 899,183.80

Footnotes:

[a] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[b] The Additional Major Improvement Assessments Trigger Date defined in the Service and Assessment Plan determines the Annual Installment Due Date for the Additional Major Improvement Assessments.

[c] Interest will accrue on the Additional Major Improvement Assessment at a rate of 7.00% prior to the issuance of Additional Major Improvement Bonds. Upon the issuance of Additional Major Improvement Bonds, the interest rate will adjust to the rate on such PID Bonds plus Additional Interest.

[d] Annual Collection Costs will be assessed each year based on actual costs to administer the District. The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to \$20,000.

[e] Collection of the Additional Major Improvement Assessment shall begin with the collection of Annual Collection Costs and interest due 1/31/2026. Principal due each year for the life of the Additional Major Improvement Assessment is depicted in the Reimbursement Schedule.

[f] The list of Parcels shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County prior to billing.

EXHIBIT B-1 – DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	-	\$2,066,792.00	\$2,066,792.00
2026	-	2,583,490.00	2,583,490.00
2027	\$ 468,000.00	2,583,490.00	3,051,490.00
2028	499,000.00	2,550,730.00	3,049,730.00
2029	533,000.00	2,515,800.00	3,048,800.00
2030	570,000.00	2,478,490.00	3,048,490.00
2031	609,000.00	2,438,590.00	3,047,590.00
2032	650,000.00	2,395,960.00	3,045,960.00
2033	695,000.00	2,350,460.00	3,045,460.00
2034	742,000.00	2,301,810.00	3,043,810.00
2035	793,000.00	2,249,870.00	3,042,870.00
2036	847,000.00	2,194,360.00	3,041,360.00
2037	906,000.00	2,135,070.00	3,041,070.00
2038	968,000.00	2,071,650.00	3,039,650.00
2039	1,034,000.00	2,003,890.00	3,037,890.00
2040	1,106,000.00	1,931,510.00	3,037,510.00
2041	1,182,000.00	1,854,090.00	3,036,090.00
2042	1,263,000.00	1,771,350.00	3,034,350.00
2043	1,351,000.00	1,682,940.00	3,033,940.00
2044	1,444,000.00	1,588,370.00	3,032,370.00
2045	1,544,000.00	1,487,290.00	3,031,290.00
2046	1,650,000.00	1,379,210.00	3,029,210.00
2047	1,764,000.00	1,263,710.00	3,027,710.00
2048	1,886,000.00	1,140,230.00	3,026,230.00
2049	2,017,000.00	1,008,210.00	3,025,210.00
2050	2,157,000.00	867,020.00	3,024,020.00
2051	2,306,000.00	716,030.00	3,022,030.00
2052	2,466,000.00	554,610.00	3,020,610.00
2053	2,637,000.00	381,990.00	3,018,990.00
2054	2,820,000.00	197,400.00	3,017,400.00
Total	<u>\$36,907,000.00</u>	<u>\$52,744,412.00</u>	<u>\$89,651,412.00</u>

EXHIBIT B-2 – REIMBURSEMENT SCHEDULE

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment Due ^[b]
2026	\$ -	\$ 879,905.83	\$ 19,277.97	\$ 899,184
2027	\$ 226,000.00	\$ 1,242,220.00	\$ 19,663.53	\$ 1,487,884
2028	\$ 244,000.00	\$ 1,226,400.00	\$ 20,056.80	\$ 1,490,457
2029	\$ 260,000.00	\$ 1,209,320.00	\$ 20,457.94	\$ 1,489,778
2030	\$ 277,000.00	\$ 1,191,120.00	\$ 20,867.09	\$ 1,488,987
2031	\$ 295,000.00	\$ 1,171,730.00	\$ 21,284.44	\$ 1,488,014
2032	\$ 315,000.00	\$ 1,151,080.00	\$ 21,710.13	\$ 1,487,790
2033	\$ 336,000.00	\$ 1,129,030.00	\$ 22,144.33	\$ 1,487,174
2034	\$ 359,000.00	\$ 1,105,510.00	\$ 22,587.21	\$ 1,487,097
2035	\$ 384,000.00	\$ 1,080,380.00	\$ 23,038.96	\$ 1,487,419
2036	\$ 410,000.00	\$ 1,053,500.00	\$ 23,499.74	\$ 1,487,000
2037	\$ 437,000.00	\$ 1,024,800.00	\$ 23,969.73	\$ 1,485,770
2038	\$ 467,000.00	\$ 994,210.00	\$ 24,449.13	\$ 1,485,659
2039	\$ 499,000.00	\$ 961,520.00	\$ 24,938.11	\$ 1,485,458
2040	\$ 532,000.00	\$ 926,590.00	\$ 25,436.87	\$ 1,484,027
2041	\$ 569,000.00	\$ 889,350.00	\$ 25,945.61	\$ 1,484,296
2042	\$ 608,000.00	\$ 849,520.00	\$ 26,464.52	\$ 1,483,985
2043	\$ 649,000.00	\$ 806,960.00	\$ 26,993.81	\$ 1,482,954
2044	\$ 694,000.00	\$ 761,530.00	\$ 27,533.69	\$ 1,483,064
2045	\$ 741,000.00	\$ 712,950.00	\$ 28,084.36	\$ 1,482,034
2046	\$ 793,000.00	\$ 661,080.00	\$ 28,646.05	\$ 1,482,726
2047	\$ 847,000.00	\$ 605,570.00	\$ 29,218.97	\$ 1,481,789
2048	\$ 905,000.00	\$ 546,280.00	\$ 29,803.35	\$ 1,481,083
2049	\$ 967,000.00	\$ 482,930.00	\$ 30,399.42	\$ 1,480,329
2050	\$ 1,033,000.00	\$ 415,240.00	\$ 31,007.41	\$ 1,479,247
2051	\$ 1,105,000.00	\$ 342,930.00	\$ 31,627.55	\$ 1,479,558
2052	\$ 1,181,000.00	\$ 265,580.00	\$ 32,260.10	\$ 1,478,840
2053	\$ 1,263,000.00	\$ 182,910.00	\$ 32,905.31	\$ 1,478,815
2054	\$ 1,350,000.00	\$ 94,500.00	\$ 33,563.41	\$ 1,478,063
Total	\$ 17,746,000.00	\$ 23,964,645.83	\$ 747,836.00	\$ 42,458,481.00

Footnotes:

[a] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[b] The figures above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT C – LOT TYPE CLASSIFICATION MAP



EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Initial Parcel
- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5

FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT – INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

INITIAL PARCEL PRINCIPAL ASSESSMENT: \$54,653,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Friendswood. The exact amount of each annual installment will be approved each year by the Friendswood City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Friendswood.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - INITIAL PARCEL

Installment Due 1/31	Initial Major Improvement Bonds								Additional Major Improvement Reimbursement Obligation						
	Principal	Interest ^[a]	Capitalized Interest	Annual Collection Costs ^[b]	Annual Collection Costs Credit ^[b]	Additional Interest ^[c]	Reserve Fund ^[f]	Initial Major Improvements Total Annual Installment Due ^[d]	Principal	Interest ^[e]	Annual Collection Costs	Reserve Fund ^[f]	Additional Interest ^[g]	Additional Major Improvements Total Annual Installment Due ^[d]	Total Annual Installment Due ^[d]
2026	\$ -	\$ 2,583,490.00	\$ (2,583,490.00)	\$ 52,522.03	\$ (52,522.03)	\$ 184,535.00	\$ -	\$ 184,535.00	\$ -	\$ 879,905.83	\$ 19,277.97	\$ -	\$ -	\$ 899,183.80	\$ 1,083,718.80
2027	\$ 468,000.00	\$ 2,583,490.00	\$ -	\$ 52,042.47	\$ (52,042.47)	\$ 184,535.00	\$ -	\$ 3,236,025.00	\$ 226,000.00	\$ 1,242,220.00	\$ 19,663.53	\$ -	\$ -	\$ 1,487,883.53	\$ 4,723,908.53
2028	\$ 499,000.00	\$ 2,550,730.00	\$ -	\$ 53,083.32	\$ (53,083.32)	\$ 182,195.00	\$ -	\$ 3,231,925.00	\$ 244,000.00	\$ 1,226,400.00	\$ 20,056.80	\$ -	\$ -	\$ 1,490,456.80	\$ 4,722,381.80
2029	\$ 533,000.00	\$ 2,515,800.00	\$ -	\$ 54,144.99	\$ (54,144.99)	\$ 179,700.00	\$ -	\$ 3,228,500.00	\$ 260,000.00	\$ 1,209,320.00	\$ 20,457.94	\$ -	\$ -	\$ 1,489,777.94	\$ 4,718,277.94
2030	\$ 570,000.00	\$ 2,478,490.00	\$ -	\$ 55,227.89	\$ (55,227.89)	\$ 177,035.00	\$ -	\$ 3,225,525.00	\$ 277,000.00	\$ 1,191,120.00	\$ 20,867.09	\$ -	\$ -	\$ 1,488,987.09	\$ 4,714,512.09
2031	\$ 609,000.00	\$ 2,438,590.00	\$ -	\$ 56,332.44	\$ (26,674.39)	\$ 174,185.00	\$ -	\$ 3,251,433.06	\$ 295,000.00	\$ 1,171,730.00	\$ 21,284.44	\$ -	\$ -	\$ 1,488,014.44	\$ 4,739,447.49
2032	\$ 650,000.00	\$ 2,395,960.00	\$ -	\$ 57,459.09	\$ -	\$ 171,140.00	\$ -	\$ 3,274,559.09	\$ 315,000.00	\$ 1,151,080.00	\$ 21,710.13	\$ -	\$ -	\$ 1,487,790.13	\$ 4,762,349.22
2033	\$ 695,000.00	\$ 2,350,460.00	\$ -	\$ 58,608.27	\$ -	\$ 167,890.00	\$ -	\$ 3,271,958.27	\$ 336,000.00	\$ 1,129,030.00	\$ 22,144.33	\$ -	\$ -	\$ 1,487,174.33	\$ 4,759,132.60
2034	\$ 742,000.00	\$ 2,301,810.00	\$ -	\$ 59,780.44	\$ -	\$ 164,415.00	\$ -	\$ 3,268,005.44	\$ 359,000.00	\$ 1,105,510.00	\$ 22,587.21	\$ -	\$ -	\$ 1,487,097.21	\$ 4,755,102.65
2035	\$ 793,000.00	\$ 2,249,870.00	\$ -	\$ 60,976.05	\$ -	\$ 160,705.00	\$ -	\$ 3,264,551.05	\$ 384,000.00	\$ 1,080,380.00	\$ 23,038.96	\$ -	\$ -	\$ 1,487,418.96	\$ 4,751,970.01
2036	\$ 847,000.00	\$ 2,194,360.00	\$ -	\$ 62,195.57	\$ -	\$ 156,740.00	\$ -	\$ 3,260,295.57	\$ 410,000.00	\$ 1,053,500.00	\$ 23,499.74	\$ -	\$ -	\$ 1,486,999.74	\$ 4,747,295.31
2037	\$ 906,000.00	\$ 2,135,070.00	\$ -	\$ 63,439.48	\$ -	\$ 152,505.00	\$ -	\$ 3,257,014.48	\$ 437,000.00	\$ 1,024,800.00	\$ 23,969.73	\$ -	\$ -	\$ 1,485,769.73	\$ 4,742,784.21
2038	\$ 968,000.00	\$ 2,071,650.00	\$ -	\$ 64,708.27	\$ -	\$ 147,975.00	\$ -	\$ 3,252,333.27	\$ 467,000.00	\$ 994,210.00	\$ 24,449.13	\$ -	\$ -	\$ 1,485,659.13	\$ 4,737,992.40
2039	\$ 1,034,000.00	\$ 2,003,890.00	\$ -	\$ 66,002.44	\$ -	\$ 143,135.00	\$ -	\$ 3,247,027.44	\$ 499,000.00	\$ 961,520.00	\$ 24,938.11	\$ -	\$ -	\$ 1,485,458.11	\$ 4,732,485.55
2040	\$ 1,106,000.00	\$ 1,931,510.00	\$ -	\$ 67,322.49	\$ -	\$ 137,965.00	\$ -	\$ 3,242,797.49	\$ 532,000.00	\$ 926,590.00	\$ 25,436.87	\$ -	\$ -	\$ 1,484,026.87	\$ 4,726,824.36
2041	\$ 1,182,000.00	\$ 1,854,090.00	\$ -	\$ 68,668.93	\$ -	\$ 132,435.00	\$ -	\$ 3,237,193.93	\$ 569,000.00	\$ 889,350.00	\$ 25,945.61	\$ -	\$ -	\$ 1,484,295.61	\$ 4,721,489.54
2042	\$ 1,263,000.00	\$ 1,771,350.00	\$ -	\$ 70,042.31	\$ -	\$ 126,525.00	\$ -	\$ 3,230,917.31	\$ 608,000.00	\$ 849,520.00	\$ 26,464.52	\$ -	\$ -	\$ 1,483,984.52	\$ 4,714,901.84
2043	\$ 1,351,000.00	\$ 1,682,940.00	\$ -	\$ 71,443.16	\$ -	\$ 120,210.00	\$ -	\$ 3,225,593.16	\$ 649,000.00	\$ 806,960.00	\$ 26,993.81	\$ -	\$ -	\$ 1,482,953.81	\$ 4,708,546.97
2044	\$ 1,444,000.00	\$ 1,588,370.00	\$ -	\$ 72,872.02	\$ -	\$ 113,455.00	\$ -	\$ 3,218,697.02	\$ 694,000.00	\$ 761,530.00	\$ 27,533.69	\$ -	\$ -	\$ 1,483,063.69	\$ 4,701,760.71
2045	\$ 1,544,000.00	\$ 1,487,290.00	\$ -	\$ 74,329.46	\$ -	\$ 106,235.00	\$ -	\$ 3,211,854.46	\$ 741,000.00	\$ 712,950.00	\$ 28,084.36	\$ -	\$ -	\$ 1,482,034.36	\$ 4,693,888.83
2046	\$ 1,650,000.00	\$ 1,379,210.00	\$ -	\$ 75,816.05	\$ -	\$ 98,515.00	\$ -	\$ 3,203,541.05	\$ 793,000.00	\$ 661,080.00	\$ 28,646.05	\$ -	\$ -	\$ 1,482,726.05	\$ 4,686,267.10
2047	\$ 1,764,000.00	\$ 1,263,710.00	\$ -	\$ 77,332.37	\$ -	\$ 90,265.00	\$ -	\$ 3,195,307.37	\$ 847,000.00	\$ 605,570.00	\$ 29,218.97	\$ -	\$ -	\$ 1,481,788.97	\$ 4,677,096.34
2048	\$ 1,886,000.00	\$ 1,140,230.00	\$ -	\$ 78,879.02	\$ -	\$ 81,445.00	\$ -	\$ 3,186,554.02	\$ 905,000.00	\$ 546,280.00	\$ 29,803.35	\$ -	\$ -	\$ 1,481,083.35	\$ 4,667,637.37
2049	\$ 2,017,000.00	\$ 1,008,210.00	\$ -	\$ 80,456.60	\$ -	\$ 72,015.00	\$ -	\$ 3,177,681.60	\$ 967,000.00	\$ 482,930.00	\$ 30,399.42	\$ -	\$ -	\$ 1,480,329.42	\$ 4,658,011.02
2050	\$ 2,157,000.00	\$ 867,020.00	\$ -	\$ 82,065.73	\$ -	\$ 61,930.00	\$ -	\$ 3,168,015.73	\$ 1,033,000.00	\$ 415,240.00	\$ 31,007.41	\$ -	\$ -	\$ 1,479,247.41	\$ 4,647,263.14
2051	\$ 2,306,000.00	\$ 716,030.00	\$ -	\$ 83,707.05	\$ -	\$ 51,145.00	\$ -	\$ 3,156,882.05	\$ 1,105,000.00	\$ 342,930.00	\$ 31,627.55	\$ -	\$ -	\$ 1,479,557.55	\$ 4,636,439.60
2052	\$ 2,466,000.00	\$ 554,610.00	\$ -	\$ 85,381.19	\$ -	\$ 39,615.00	\$ -	\$ 3,145,606.19	\$ 1,181,000.00	\$ 265,580.00	\$ 32,260.10	\$ -	\$ -	\$ 1,478,840.10	\$ 4,624,446.29
2053	\$ 2,637,000.00	\$ 381,990.00	\$ -	\$ 87,088.81	\$ -	\$ 27,285.00	\$ -	\$ 3,133,363.81	\$ 1,263,000.00	\$ 182,910.00	\$ 32,905.31	\$ -	\$ -	\$ 1,478,815.31	\$ 4,612,179.12
2054	\$ 2,820,000.00	\$ 197,400.00	\$ -	\$ 88,830.59	\$ -	\$ 14,100.00	\$ (3,051,490.00)	\$ 68,840.59	\$ 1,350,000.00	\$ 94,500.00	\$ 33,563.41	\$ (1,470,400.00)	\$ -	\$ 7,663.41	\$ 76,504.00
Total	\$ 36,907,000.00	\$ 50,677,620.00	\$ (2,583,490.00)	\$ 1,980,759.00	\$ (293,695.08)	\$ 3,619,830.00	\$ (3,051,490.00)	\$ 87,256,533.00	\$ 17,746,000.00	\$ 23,964,646.00	\$ 747,836.00	\$ (1,470,400.00)	\$ -	\$ 40,988,081.00	\$ 128,244,615.00

Footnotes:

[a] Interest is calculated at the rate of the Initial Major Improvement Bonds.

[b] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to \$20,000.

[c] The Delinquency and Prepayment Reserve Account partially funded at closing. Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, the collection of Additional Interest, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

[g] Additional Interest shall be collected upon the issuance of the Additional Major Improvement Bonds.

FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$41.17 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Friendswood. The exact amount of each annual installment will be approved each year by the Friendswood City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Friendswood.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 1

	Initial Major Improvement Bonds									Additional Major Improvements Reimbursement Obligation							
Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Annual Collection Costs ^[b]	Annual Collection Costs Credit ^[b]	Additional Interest ^[c]	Reserve Fund ^[f]	Initial Major Improvements Total Annual Installment Due ^[g]	Principal	Interest ^[e]	Annual Collection Costs	Reserve Fund ^[f]	Additional Interest ^[e]	Additional Major Improvements Total Annual Installment Due ^[d]	Total Annual Installment Due ^[d]		
2026	\$ -	\$ 1.95	\$ (1.95)	\$ 0.04	\$ (0.04)	\$ 0.14	\$ -	\$ 0.14	\$ -	\$ 0.66	\$ 0.01	\$ -	\$ -	\$ 0.68	\$ 0.82		
2027	\$ 0.353	\$ 1.95	\$ -	\$ 0.04	\$ (0.04)	\$ 0.14	\$ -	\$ 2.44	\$ 0.170	\$ 0.94	\$ 0.01	\$ -	\$ -	\$ 1.12	\$ 3.56		
2028	\$ 0.376	\$ 1.92	\$ -	\$ 0.04	\$ (0.04)	\$ 0.14	\$ -	\$ 2.43	\$ 0.184	\$ 0.92	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.56		
2029	\$ 0.402	\$ 1.90	\$ -	\$ 0.04	\$ (0.04)	\$ 0.14	\$ -	\$ 2.43	\$ 0.196	\$ 0.91	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.55		
2030	\$ 0.429	\$ 1.87	\$ -	\$ 0.04	\$ (0.04)	\$ 0.13	\$ -	\$ 2.43	\$ 0.209	\$ 0.90	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.55		
2031	\$ 0.459	\$ 1.84	\$ -	\$ 0.04	\$ (0.02)	\$ 0.13	\$ -	\$ 2.45	\$ 0.222	\$ 0.88	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.57		
2032	\$ 0.490	\$ 1.80	\$ -	\$ 0.04	\$ -	\$ 0.13	\$ -	\$ 2.47	\$ 0.237	\$ 0.87	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.59		
2033	\$ 0.524	\$ 1.77	\$ -	\$ 0.04	\$ -	\$ 0.13	\$ -	\$ 2.46	\$ 0.253	\$ 0.85	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.59		
2034	\$ 0.559	\$ 1.73	\$ -	\$ 0.05	\$ -	\$ 0.12	\$ -	\$ 2.46	\$ 0.270	\$ 0.83	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.58		
2035	\$ 0.597	\$ 1.69	\$ -	\$ 0.05	\$ -	\$ 0.12	\$ -	\$ 2.46	\$ 0.289	\$ 0.81	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.58		
2036	\$ 0.638	\$ 1.65	\$ -	\$ 0.05	\$ -	\$ 0.12	\$ -	\$ 2.46	\$ 0.309	\$ 0.79	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.58		
2037	\$ 0.682	\$ 1.61	\$ -	\$ 0.05	\$ -	\$ 0.11	\$ -	\$ 2.45	\$ 0.329	\$ 0.77	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.57		
2038	\$ 0.729	\$ 1.56	\$ -	\$ 0.05	\$ -	\$ 0.11	\$ -	\$ 2.45	\$ 0.352	\$ 0.75	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.57		
2039	\$ 0.779	\$ 1.51	\$ -	\$ 0.05	\$ -	\$ 0.11	\$ -	\$ 2.45	\$ 0.376	\$ 0.72	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.57		
2040	\$ 0.833	\$ 1.46	\$ -	\$ 0.05	\$ -	\$ 0.10	\$ -	\$ 2.44	\$ 0.401	\$ 0.70	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.56		
2041	\$ 0.890	\$ 1.40	\$ -	\$ 0.05	\$ -	\$ 0.10	\$ -	\$ 2.44	\$ 0.429	\$ 0.67	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.56		
2042	\$ 0.951	\$ 1.33	\$ -	\$ 0.05	\$ -	\$ 0.10	\$ -	\$ 2.43	\$ 0.458	\$ 0.64	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.55		
2043	\$ 1.018	\$ 1.27	\$ -	\$ 0.05	\$ -	\$ 0.09	\$ -	\$ 2.43	\$ 0.489	\$ 0.61	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.55		
2044	\$ 1.088	\$ 1.20	\$ -	\$ 0.05	\$ -	\$ 0.09	\$ -	\$ 2.42	\$ 0.523	\$ 0.57	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.54		
2045	\$ 1.163	\$ 1.12	\$ -	\$ 0.06	\$ -	\$ 0.08	\$ -	\$ 2.42	\$ 0.558	\$ 0.54	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.54		
2046	\$ 1.243	\$ 1.04	\$ -	\$ 0.06	\$ -	\$ 0.07	\$ -	\$ 2.41	\$ 0.597	\$ 0.50	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.53		
2047	\$ 1.329	\$ 0.95	\$ -	\$ 0.06	\$ -	\$ 0.07	\$ -	\$ 2.41	\$ 0.638	\$ 0.46	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.52		
2048	\$ 1.421	\$ 0.86	\$ -	\$ 0.06	\$ -	\$ 0.06	\$ -	\$ 2.40	\$ 0.682	\$ 0.41	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.52		
2049	\$ 1.519	\$ 0.76	\$ -	\$ 0.06	\$ -	\$ 0.05	\$ -	\$ 2.39	\$ 0.728	\$ 0.36	\$ 0.02	\$ -	\$ -	\$ 1.12	\$ 3.51		
2050	\$ 1.625	\$ 0.65	\$ -	\$ 0.06	\$ -	\$ 0.05	\$ -	\$ 2.39	\$ 0.778	\$ 0.31	\$ 0.02	\$ -	\$ -	\$ 1.11	\$ 3.50		
2051	\$ 1.737	\$ 0.54	\$ -	\$ 0.06	\$ -	\$ 0.04	\$ -	\$ 2.38	\$ 0.832	\$ 0.26	\$ 0.02	\$ -	\$ -	\$ 1.11	\$ 3.49		
2052	\$ 1.858	\$ 0.42	\$ -	\$ 0.06	\$ -	\$ 0.03	\$ -	\$ 2.37	\$ 0.890	\$ 0.20	\$ 0.02	\$ -	\$ -	\$ 1.11	\$ 3.48		
2053	\$ 1.986	\$ 0.29	\$ -	\$ 0.07	\$ -	\$ 0.02	\$ -	\$ 2.36	\$ 0.951	\$ 0.14	\$ 0.02	\$ -	\$ -	\$ 1.11	\$ 3.47		
2054	\$ 2.124	\$ 0.15	\$ -	\$ 0.07	\$ -	\$ 0.01	\$ (2.30)	\$ 0.05	\$ 1.017	\$ 0.07	\$ 0.03	\$ (1.11)	\$ -	\$ 0.01	\$ 0.06		
Total	\$ 27.80	\$ 38.18	\$ (1.95)	\$ 1.49	\$ (0.22)	\$ 2.73	\$ (2.30)	\$ 65.73	\$ 13.37	\$ 18.05	\$ 0.56	\$ (1.11)	\$ -	\$ 30.88	\$ 96.61		

Footnotes:

[a] Interest is calculated at the rate of the Initial Major Improvement Bonds.

[b] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to \$20,000.

[c] The Delinquency and Prepayment Reserve Account was partially funded at closing. Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, the collection of Additional Interest, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

[g] Additional Interest shall be collected upon the issuance of the Additional Major Improvement Bonds.

FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2

BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$34.24 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Friendswood City Center Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Friendswood. The exact amount of each annual installment will be approved each year by the Friendswood City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Friendswood.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Installment Due 1/31	Initial Major Improvement Bonds								Additional Major Improvements Reimbursement Obligation						Total Annual Installment Due ^[d]
	Principal	Interest ^[a]	Capitalized Interest	Annual Collection Costs ^[b]	Annual Collection Costs Credit ^[b]	Additional Interest ^[c]	Reserve Fund ^[e]	Initial Major Improvements Total Annual Installment Due ^[d]	Principal	Interest ^[e]	Annual Collection Costs ^[b]	Reserve Fund ^[f]	Additional Interest ^[g]	Additional Major Improvements Total Annual Installment Due ^[d]	
2026	\$ -	\$ 1.62	\$ (1.62)	\$ 0.03	\$ (0.03)	\$ 0.12	\$ -	\$ 0.12	\$ -	\$ 0.55	\$ 0.01	\$ -	\$ -	\$ 0.56	\$ 0.68
2027	\$ 0.29	\$ 1.62	\$ -	\$ 0.03	\$ (0.03)	\$ 0.12	\$ -	\$ 2.03	\$ 0.14	\$ 0.78	\$ 0.01	\$ -	\$ -	\$ 0.93	\$ 2.96
2028	\$ 0.31	\$ 1.60	\$ -	\$ 0.03	\$ (0.03)	\$ 0.11	\$ -	\$ 2.02	\$ 0.15	\$ 0.77	\$ 0.01	\$ -	\$ -	\$ 0.93	\$ 2.96
2029	\$ 0.33	\$ 1.58	\$ -	\$ 0.03	\$ (0.03)	\$ 0.11	\$ -	\$ 2.02	\$ 0.16	\$ 0.76	\$ 0.01	\$ -	\$ -	\$ 0.93	\$ 2.96
2030	\$ 0.36	\$ 1.55	\$ -	\$ 0.03	\$ (0.03)	\$ 0.11	\$ -	\$ 2.02	\$ 0.17	\$ 0.75	\$ 0.01	\$ -	\$ -	\$ 0.93	\$ 2.95
2031	\$ 0.38	\$ 1.53	\$ -	\$ 0.04	\$ (0.02)	\$ 0.11	\$ -	\$ 2.04	\$ 0.18	\$ 0.73	\$ 0.01	\$ -	\$ -	\$ 0.93	\$ 2.97
2032	\$ 0.41	\$ 1.50	\$ -	\$ 0.04	\$ -	\$ 0.11	\$ -	\$ 2.05	\$ 0.20	\$ 0.72	\$ 0.01	\$ -	\$ -	\$ 0.93	\$ 2.98
2033	\$ 0.44	\$ 1.47	\$ -	\$ 0.04	\$ -	\$ 0.11	\$ -	\$ 2.05	\$ 0.21	\$ 0.71	\$ 0.01	\$ -	\$ -	\$ 0.93	\$ 2.98
2034	\$ 0.46	\$ 1.44	\$ -	\$ 0.04	\$ -	\$ 0.10	\$ -	\$ 2.05	\$ 0.22	\$ 0.69	\$ 0.01	\$ -	\$ -	\$ 0.93	\$ 2.98
2035	\$ 0.50	\$ 1.41	\$ -	\$ 0.04	\$ -	\$ 0.10	\$ -	\$ 2.04	\$ 0.24	\$ 0.68	\$ 0.01	\$ -	\$ -	\$ 0.93	\$ 2.98
2036	\$ 0.53	\$ 1.37	\$ -	\$ 0.04	\$ -	\$ 0.10	\$ -	\$ 2.04	\$ 0.26	\$ 0.66	\$ 0.01	\$ -	\$ -	\$ 0.93	\$ 2.97
2037	\$ 0.57	\$ 1.34	\$ -	\$ 0.04	\$ -	\$ 0.10	\$ -	\$ 2.04	\$ 0.27	\$ 0.64	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.97
2038	\$ 0.61	\$ 1.30	\$ -	\$ 0.04	\$ -	\$ 0.09	\$ -	\$ 2.04	\$ 0.29	\$ 0.62	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.97
2039	\$ 0.65	\$ 1.26	\$ -	\$ 0.04	\$ -	\$ 0.09	\$ -	\$ 2.03	\$ 0.31	\$ 0.60	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.96
2040	\$ 0.69	\$ 1.21	\$ -	\$ 0.04	\$ -	\$ 0.09	\$ -	\$ 2.03	\$ 0.33	\$ 0.58	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.96
2041	\$ 0.74	\$ 1.16	\$ -	\$ 0.04	\$ -	\$ 0.08	\$ -	\$ 2.03	\$ 0.36	\$ 0.56	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.96
2042	\$ 0.79	\$ 1.11	\$ -	\$ 0.04	\$ -	\$ 0.08	\$ -	\$ 2.02	\$ 0.38	\$ 0.53	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.95
2043	\$ 0.85	\$ 1.05	\$ -	\$ 0.04	\$ -	\$ 0.08	\$ -	\$ 2.02	\$ 0.41	\$ 0.51	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.95
2044	\$ 0.90	\$ 0.99	\$ -	\$ 0.05	\$ -	\$ 0.07	\$ -	\$ 2.02	\$ 0.43	\$ 0.48	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.95
2045	\$ 0.97	\$ 0.93	\$ -	\$ 0.05	\$ -	\$ 0.07	\$ -	\$ 2.01	\$ 0.46	\$ 0.45	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.94
2046	\$ 1.03	\$ 0.86	\$ -	\$ 0.05	\$ -	\$ 0.06	\$ -	\$ 2.01	\$ 0.50	\$ 0.41	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.94
2047	\$ 1.10	\$ 0.79	\$ -	\$ 0.05	\$ -	\$ 0.06	\$ -	\$ 2.00	\$ 0.53	\$ 0.38	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.93
2048	\$ 1.18	\$ 0.71	\$ -	\$ 0.05	\$ -	\$ 0.05	\$ -	\$ 2.00	\$ 0.57	\$ 0.34	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.92
2049	\$ 1.26	\$ 0.63	\$ -	\$ 0.05	\$ -	\$ 0.05	\$ -	\$ 1.99	\$ 0.61	\$ 0.30	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.92
2050	\$ 1.35	\$ 0.54	\$ -	\$ 0.05	\$ -	\$ 0.04	\$ -	\$ 1.98	\$ 0.65	\$ 0.26	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.91
2051	\$ 1.44	\$ 0.45	\$ -	\$ 0.05	\$ -	\$ 0.03	\$ -	\$ 1.98	\$ 0.69	\$ 0.21	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.90
2052	\$ 1.54	\$ 0.35	\$ -	\$ 0.05	\$ -	\$ 0.02	\$ -	\$ 1.97	\$ 0.74	\$ 0.17	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.90
2053	\$ 1.65	\$ 0.24	\$ -	\$ 0.05	\$ -	\$ 0.02	\$ -	\$ 1.96	\$ 0.79	\$ 0.11	\$ 0.02	\$ -	\$ -	\$ 0.93	\$ 2.89
2054	\$ 1.77	\$ 0.12	\$ -	\$ 0.06	\$ -	\$ 0.01	\$ (1.91)	\$ 0.04	\$ 0.85	\$ 0.06	\$ 0.02	\$ (0.92)	\$ -	\$ 0.00	\$ 0.05
Total	\$ 23.12	\$ 31.75	\$ (1.62)	\$ 1.24	\$ (0.18)	\$ 2.27	\$ (1.91)	\$ 54.66	\$ 11.12	\$ 15.01	\$ 0.47	\$ (0.92)	\$ -	\$ 25.68	\$ 80.33

Footnotes:

[a] Interest is calculated at the rate of the Initial Major Improvement Bonds.

[b] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to \$20,000.

[c] The Delinquency and Prepayment Reserve Account was partially funded at closing. Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, the collection of Additional Interest, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

[g] Additional Interest shall be collected upon the issuance of the Additional Major Improvement Bonds.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 3
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$15,492.94

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Friendswood City Center Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Friendswood. The exact amount of each annual installment will be approved each year by the Friendswood City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Friendswood.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 3

	Initial Major Improvement Bonds								Additional Major Improvements Reimbursement Obligation							
Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Annual Collection Costs ^[b]	Annual Collection Costs Credit ^[b]	Additional Interest ^[c]	Reserve Fund ^[f]	Initial Major Improvements Total Annual Installment Due ^[d]	Principal	Interest ^[e]	Annual Collection Costs ^[b]	Reserve Fund ^[f]	Additional Interest ^[e]	Additional Major Improvements Total Annual Installment Due ^[d]	Total Annual Installment Due ^[d]	
2026	\$ -	\$ 732.36	\$ (732.36)	\$ 14.89	\$ (14.89)	\$ 52.31	\$ -	\$ 52.31	\$ -	\$ 249.43	\$ 5.46	\$ -	\$ -	\$ 254.90	\$ 307.21	
2027	\$ 132.67	\$ 732.36	\$ -	\$ 14.75	\$ (14.75)	\$ 52.31	\$ -	\$ 917.34	\$ 64.07	\$ 352.14	\$ 5.57	\$ -	\$ -	\$ 421.78	\$ 1,339.13	
2028	\$ 141.46	\$ 723.08	\$ -	\$ 15.05	\$ (15.05)	\$ 51.65	\$ -	\$ 916.18	\$ 69.17	\$ 347.66	\$ 5.69	\$ -	\$ -	\$ 422.51	\$ 1,338.69	
2029	\$ 151.09	\$ 713.17	\$ -	\$ 15.35	\$ (15.35)	\$ 50.94	\$ -	\$ 915.21	\$ 73.70	\$ 342.82	\$ 5.80	\$ -	\$ -	\$ 422.32	\$ 1,337.53	
2030	\$ 161.58	\$ 702.60	\$ -	\$ 15.66	\$ (15.66)	\$ 50.19	\$ -	\$ 914.37	\$ 78.52	\$ 337.66	\$ 5.92	\$ -	\$ -	\$ 422.10	\$ 1,336.46	
2031	\$ 172.64	\$ 691.29	\$ -	\$ 15.97	\$ (7.56)	\$ 49.38	\$ -	\$ 921.71	\$ 83.63	\$ 332.16	\$ 6.03	\$ -	\$ -	\$ 421.82	\$ 1,343.53	
2032	\$ 184.26	\$ 679.20	\$ -	\$ 16.29	\$ -	\$ 48.51	\$ -	\$ 928.27	\$ 89.30	\$ 326.31	\$ 6.15	\$ -	\$ -	\$ 421.76	\$ 1,350.02	
2033	\$ 197.02	\$ 666.30	\$ -	\$ 16.61	\$ -	\$ 47.59	\$ -	\$ 927.53	\$ 95.25	\$ 320.06	\$ 6.28	\$ -	\$ -	\$ 421.58	\$ 1,349.11	
2034	\$ 210.34	\$ 652.51	\$ -	\$ 16.95	\$ -	\$ 46.61	\$ -	\$ 926.41	\$ 101.77	\$ 313.39	\$ 6.40	\$ -	\$ -	\$ 421.56	\$ 1,347.97	
2035	\$ 224.80	\$ 637.79	\$ -	\$ 17.29	\$ -	\$ 45.56	\$ -	\$ 925.43	\$ 108.86	\$ 306.26	\$ 6.53	\$ -	\$ -	\$ 421.65	\$ 1,347.08	
2036	\$ 240.11	\$ 622.05	\$ -	\$ 17.63	\$ -	\$ 44.43	\$ -	\$ 924.22	\$ 116.23	\$ 298.64	\$ 6.66	\$ -	\$ -	\$ 421.53	\$ 1,345.76	
2037	\$ 256.83	\$ 605.25	\$ -	\$ 17.98	\$ -	\$ 43.23	\$ -	\$ 923.29	\$ 123.88	\$ 290.51	\$ 6.79	\$ -	\$ -	\$ 421.18	\$ 1,344.48	
2038	\$ 274.41	\$ 587.27	\$ -	\$ 18.34	\$ -	\$ 41.95	\$ -	\$ 921.97	\$ 132.38	\$ 281.84	\$ 6.93	\$ -	\$ -	\$ 421.15	\$ 1,343.12	
2039	\$ 293.12	\$ 568.06	\$ -	\$ 18.71	\$ -	\$ 40.58	\$ -	\$ 920.46	\$ 141.46	\$ 272.57	\$ 7.07	\$ -	\$ -	\$ 421.10	\$ 1,341.56	
2040	\$ 313.53	\$ 547.54	\$ -	\$ 19.08	\$ -	\$ 39.11	\$ -	\$ 919.26	\$ 150.81	\$ 262.67	\$ 7.21	\$ -	\$ -	\$ 420.69	\$ 1,339.95	
2041	\$ 335.07	\$ 525.59	\$ -	\$ 19.47	\$ -	\$ 37.54	\$ -	\$ 917.67	\$ 161.30	\$ 252.11	\$ 7.36	\$ -	\$ -	\$ 420.77	\$ 1,338.44	
2042	\$ 358.03	\$ 502.14	\$ -	\$ 19.86	\$ -	\$ 35.87	\$ -	\$ 915.89	\$ 172.35	\$ 240.82	\$ 7.50	\$ -	\$ -	\$ 420.68	\$ 1,336.57	
2043	\$ 382.98	\$ 477.08	\$ -	\$ 20.25	\$ -	\$ 34.08	\$ -	\$ 914.39	\$ 183.98	\$ 228.76	\$ 7.65	\$ -	\$ -	\$ 420.39	\$ 1,334.77	
2044	\$ 409.34	\$ 450.27	\$ -	\$ 20.66	\$ -	\$ 32.16	\$ -	\$ 912.43	\$ 196.73	\$ 215.88	\$ 7.81	\$ -	\$ -	\$ 420.42	\$ 1,332.85	
2045	\$ 437.69	\$ 421.61	\$ -	\$ 21.07	\$ -	\$ 30.12	\$ -	\$ 910.49	\$ 210.06	\$ 202.11	\$ 7.96	\$ -	\$ -	\$ 420.12	\$ 1,330.62	
2046	\$ 467.74	\$ 390.98	\$ -	\$ 21.49	\$ -	\$ 27.93	\$ -	\$ 908.13	\$ 224.80	\$ 187.40	\$ 8.12	\$ -	\$ -	\$ 420.32	\$ 1,328.45	
2047	\$ 500.06	\$ 358.23	\$ -	\$ 21.92	\$ -	\$ 25.59	\$ -	\$ 905.80	\$ 240.11	\$ 171.67	\$ 8.28	\$ -	\$ -	\$ 420.05	\$ 1,325.86	
2048	\$ 534.64	\$ 323.23	\$ -	\$ 22.36	\$ -	\$ 23.09	\$ -	\$ 903.32	\$ 256.55	\$ 154.86	\$ 8.45	\$ -	\$ -	\$ 419.85	\$ 1,323.17	
2049	\$ 571.78	\$ 285.81	\$ -	\$ 22.81	\$ -	\$ 20.41	\$ -	\$ 900.80	\$ 274.12	\$ 136.90	\$ 8.62	\$ -	\$ -	\$ 419.64	\$ 1,320.44	
2050	\$ 611.46	\$ 245.78	\$ -	\$ 23.26	\$ -	\$ 17.56	\$ -	\$ 898.06	\$ 292.83	\$ 117.71	\$ 8.79	\$ -	\$ -	\$ 419.33	\$ 1,317.40	
2051	\$ 653.70	\$ 202.98	\$ -	\$ 23.73	\$ -	\$ 14.50	\$ -	\$ 894.91	\$ 313.24	\$ 97.21	\$ 8.97	\$ -	\$ -	\$ 419.42	\$ 1,314.33	
2052	\$ 699.06	\$ 157.22	\$ -	\$ 24.20	\$ -	\$ 11.23	\$ -	\$ 891.71	\$ 334.79	\$ 75.29	\$ 9.15	\$ -	\$ -	\$ 419.22	\$ 1,310.93	
2053	\$ 747.53	\$ 108.29	\$ -	\$ 24.69	\$ -	\$ 7.73	\$ -	\$ 888.24	\$ 358.03	\$ 51.85	\$ 9.33	\$ -	\$ -	\$ 419.21	\$ 1,307.45	
2054	\$ 799.41	\$ 55.96	\$ -	\$ 25.18	\$ -	\$ 4.00	\$ (865.03)	\$ 19.51	\$ 382.70	\$ 26.79	\$ 9.51	\$ (416.83)	\$ -	\$ 2.17	\$ 21.69	
Total	\$ 10,462.33	\$ 14,366.00	\$ (732.36)	\$ 561.50	\$ (83.26)	\$ 1,026.14	\$ (865.03)	\$ 24,735.33	\$ 5,030.61	\$ 6,793.46	\$ 212.00	\$ (416.83)	\$ -	\$ 11,619.23	\$ 36,354.56	

Footnotes:

[a] Interest is calculated at the rate of the Initial Major Improvement Bonds.

[b] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to \$20,000.

[c] The Delinquency and Prepayment Reserve Account was partially funded at closing. Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, the collection of Additional Interest, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

[g] Additional Interest shall be collected upon the issuance of the Additional Major Improvement Bonds.

FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 4
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$28.87 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Friendswood City Center Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Friendswood. The exact amount of each annual installment will be approved each year by the Friendswood City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Friendswood.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - Lot Type 4

	Initial Major Improvement Bonds								Additional Major Improvements Reimbursement Obligation							
Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Annual Collection Costs ^[b]	Annual Collection Costs Credit ^[b]	Additional Interest ^[c]	Reserve Fund ^[f]	Initial Major Improvements Total Annual Installment Due ^[d]	Principal	Interest ^[e]	Annual Collection Costs ^[b]	Reserve Fund ^[f]	Additional Interest ^[g]	Additional Major Improvements Total Annual Installment Due ^[d]	Total Annual Installment Due ^[d]	
2026	\$ -	\$ 1.36	\$ (1.36)	\$ 0.03	\$ (0.03)	\$ 0.10	\$ -	\$ 0.10	\$ -	\$ 0.46	\$ 0.01	\$ -	\$ -	\$ 0.47	\$ 0.57	
2027	\$ 0.25	\$ 1.36	\$ -	\$ 0.03	\$ (0.03)	\$ 0.10	\$ -	\$ 1.71	\$ 0.12	\$ 0.66	\$ 0.01	\$ -	\$ -	\$ 0.79	\$ 2.50	
2028	\$ 0.26	\$ 1.35	\$ -	\$ 0.03	\$ (0.03)	\$ 0.10	\$ -	\$ 1.71	\$ 0.13	\$ 0.65	\$ 0.01	\$ -	\$ -	\$ 0.79	\$ 2.49	
2029	\$ 0.28	\$ 1.33	\$ -	\$ 0.03	\$ (0.03)	\$ 0.09	\$ -	\$ 1.71	\$ 0.14	\$ 0.64	\$ 0.01	\$ -	\$ -	\$ 0.79	\$ 2.49	
2030	\$ 0.30	\$ 1.31	\$ -	\$ 0.03	\$ (0.03)	\$ 0.09	\$ -	\$ 1.70	\$ 0.15	\$ 0.63	\$ 0.01	\$ -	\$ -	\$ 0.79	\$ 2.49	
2031	\$ 0.32	\$ 1.29	\$ -	\$ 0.03	(0.01)	\$ 0.09	\$ -	\$ 1.72	\$ 0.16	\$ 0.62	\$ 0.01	\$ -	\$ -	\$ 0.79	\$ 2.50	
2032	\$ 0.34	\$ 1.27	\$ -	\$ 0.03	-	\$ 0.09	\$ -	\$ 1.73	\$ 0.17	\$ 0.61	\$ 0.01	\$ -	\$ -	\$ 0.79	\$ 2.52	
2033	\$ 0.37	\$ 1.24	\$ -	\$ 0.03	\$ -	\$ 0.09	\$ -	\$ 1.73	\$ 0.18	\$ 0.60	\$ 0.01	\$ -	\$ -	\$ 0.79	\$ 2.51	
2034	\$ 0.39	\$ 1.22	\$ -	\$ 0.03	\$ -	\$ 0.09	\$ -	\$ 1.73	\$ 0.19	\$ 0.58	\$ 0.01	\$ -	\$ -	\$ 0.79	\$ 2.51	
2035	\$ 0.42	\$ 1.19	\$ -	\$ 0.03	\$ -	\$ 0.08	\$ -	\$ 1.72	\$ 0.20	\$ 0.57	\$ 0.01	\$ -	\$ -	\$ 0.79	\$ 2.51	
2036	\$ 0.45	\$ 1.16	\$ -	\$ 0.03	\$ -	\$ 0.08	\$ -	\$ 1.72	\$ 0.22	\$ 0.56	\$ 0.01	\$ -	\$ -	\$ 0.79	\$ 2.51	
2037	\$ 0.48	\$ 1.13	\$ -	\$ 0.03	\$ -	\$ 0.08	\$ -	\$ 1.72	\$ 0.23	\$ 0.54	\$ 0.01	\$ -	\$ -	\$ 0.78	\$ 2.51	
2038	\$ 0.51	\$ 1.09	\$ -	\$ 0.03	\$ -	\$ 0.08	\$ -	\$ 1.72	\$ 0.25	\$ 0.53	\$ 0.01	\$ -	\$ -	\$ 0.78	\$ 2.50	
2039	\$ 0.55	\$ 1.06	\$ -	\$ 0.03	\$ -	\$ 0.08	\$ -	\$ 1.72	\$ 0.26	\$ 0.51	\$ 0.01	\$ -	\$ -	\$ 0.78	\$ 2.50	
2040	\$ 0.58	\$ 1.02	\$ -	\$ 0.04	\$ -	\$ 0.07	\$ -	\$ 1.71	\$ 0.28	\$ 0.49	\$ 0.01	\$ -	\$ -	\$ 0.78	\$ 2.50	
2041	\$ 0.62	\$ 0.98	\$ -	\$ 0.04	\$ -	\$ 0.07	\$ -	\$ 1.71	\$ 0.30	\$ 0.47	\$ 0.01	\$ -	\$ -	\$ 0.78	\$ 2.49	
2042	\$ 0.67	\$ 0.94	\$ -	\$ 0.04	\$ -	\$ 0.07	\$ -	\$ 1.71	\$ 0.32	\$ 0.45	\$ 0.01	\$ -	\$ -	\$ 0.78	\$ 2.49	
2043	\$ 0.71	\$ 0.89	\$ -	\$ 0.04	\$ -	\$ 0.06	\$ -	\$ 1.70	\$ 0.34	\$ 0.43	\$ 0.01	\$ -	\$ -	\$ 0.78	\$ 2.49	
2044	\$ 0.76	\$ 0.84	\$ -	\$ 0.04	\$ -	\$ 0.06	\$ -	\$ 1.70	\$ 0.37	\$ 0.40	\$ 0.01	\$ -	\$ -	\$ 0.78	\$ 2.48	
2045	\$ 0.82	\$ 0.79	\$ -	\$ 0.04	\$ -	\$ 0.06	\$ -	\$ 1.70	\$ 0.39	\$ 0.38	\$ 0.01	\$ -	\$ -	\$ 0.78	\$ 2.48	
2046	\$ 0.87	\$ 0.73	\$ -	\$ 0.04	\$ -	\$ 0.05	\$ -	\$ 1.69	\$ 0.42	\$ 0.35	\$ 0.02	\$ -	\$ -	\$ 0.78	\$ 2.48	
2047	\$ 0.93	\$ 0.67	\$ -	\$ 0.04	\$ -	\$ 0.05	\$ -	\$ 1.69	\$ 0.45	\$ 0.32	\$ 0.02	\$ -	\$ -	\$ 0.78	\$ 2.47	
2048	\$ 1.00	\$ 0.60	\$ -	\$ 0.04	\$ -	\$ 0.04	\$ -	\$ 1.68	\$ 0.48	\$ 0.29	\$ 0.02	\$ -	\$ -	\$ 0.78	\$ 2.47	
2049	\$ 1.07	\$ 0.53	\$ -	\$ 0.04	\$ -	\$ 0.04	\$ -	\$ 1.68	\$ 0.51	\$ 0.26	\$ 0.02	\$ -	\$ -	\$ 0.78	\$ 2.46	
2050	\$ 1.14	\$ 0.46	\$ -	\$ 0.04	\$ -	\$ 0.03	\$ -	\$ 1.67	\$ 0.55	\$ 0.22	\$ 0.02	\$ -	\$ -	\$ 0.78	\$ 2.45	
2051	\$ 1.22	\$ 0.38	\$ -	\$ 0.04	\$ -	\$ 0.03	\$ -	\$ 1.67	\$ 0.58	\$ 0.18	\$ 0.02	\$ -	\$ -	\$ 0.78	\$ 2.45	
2052	\$ 1.30	\$ 0.29	\$ -	\$ 0.05	\$ -	\$ 0.02	\$ -	\$ 1.66	\$ 0.62	\$ 0.14	\$ 0.02	\$ -	\$ -	\$ 0.78	\$ 2.44	
2053	\$ 1.39	\$ 0.20	\$ -	\$ 0.05	\$ -	\$ 0.01	\$ -	\$ 1.66	\$ 0.67	\$ 0.10	\$ 0.02	\$ -	\$ -	\$ 0.78	\$ 2.44	
2054	\$ 1.49	\$ 0.10	\$ -	\$ 0.05	\$ -	\$ 0.01	\$ (1.61)	\$ 0.04	\$ 0.71	\$ 0.05	\$ 0.02	\$ (0.78)	\$ -	\$ 0.00	\$ 0.04	
Total	\$ 19.50	\$ 26.77	\$ (1.36)	\$ 1.05	\$ (0.16)	\$ 1.91	\$ (1.61)	\$ 46.09	\$ 9.37	\$ 12.66	\$ 0.40	\$ (0.78)	\$ -	\$ 21.65	\$ 67.74	

Footnotes:

[a] Interest is calculated at the rate of the Initial Major Improvement Bonds.

[b] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to \$20,000.

[c] The Delinquency and Prepayment Reserve Account was partially funded at closing. Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, the collection of Additional Interest, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

[g] Additional Interest shall be collected upon the issuance of the Additional Major Improvement Bonds.

FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 5
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF FRIENDSWOOD, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$46.56 per Square Foot

As the purchaser of the real property described above, you are obligated to pay assessments to City of Friendswood, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Friendswood City Center Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Friendswood. The exact amount of each annual installment will be approved each year by the Friendswood City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Friendswood.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Harris County.

ANNUAL INSTALLMENTS - LOT TYPE 5

	Initial Major Improvement Bonds									Additional Major Improvements Reimbursement Obligation							
Installment Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Annual Collection Costs ^[b]	Annual Collection Costs Credit ^[b]	Additional Interest ^[c]	Reserve Fund ^[f]	Initial Major Improvements Total Annual Installment Due ^[d]	Principal	Interest ^[b]	Annual Collection Costs ^[b]	Reserve Fund ^[f]	Additional Interest ^[e]	Additional Major Improvements Total Annual Installment Due ^[d]	Total Annual Installment Due ^[d]		
2026	\$ -	\$ 2.20	\$ (2.20)	\$ 0.04	\$ (0.04)	\$ 0.16	\$ -	\$ 0.16	\$ -	\$ 0.75	\$ 0.02	\$ -	\$ -	\$ 0.77	\$ 0.92		
2027	\$ 0.40	\$ 2.20	\$ -	\$ 0.04	\$ (0.04)	\$ 0.16	\$ -	\$ 2.76	\$ 0.19	\$ 1.06	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.02		
2028	\$ 0.43	\$ 2.17	\$ -	\$ 0.05	\$ (0.05)	\$ 0.16	\$ -	\$ 2.75	\$ 0.21	\$ 1.04	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.02		
2029	\$ 0.45	\$ 2.14	\$ -	\$ 0.05	\$ (0.05)	\$ 0.15	\$ -	\$ 2.75	\$ 0.22	\$ 1.03	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.02		
2030	\$ 0.49	\$ 2.11	\$ -	\$ 0.05	\$ (0.05)	\$ 0.15	\$ -	\$ 2.75	\$ 0.24	\$ 1.01	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.02		
2031	\$ 0.52	\$ 2.08	\$ -	\$ 0.05	\$ (0.02)	\$ 0.15	\$ -	\$ 2.77	\$ 0.25	\$ 1.00	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.04		
2032	\$ 0.55	\$ 2.04	\$ -	\$ 0.05	\$ -	\$ 0.15	\$ -	\$ 2.79	\$ 0.27	\$ 0.98	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.06		
2033	\$ 0.59	\$ 2.00	\$ -	\$ 0.05	\$ -	\$ 0.14	\$ -	\$ 2.79	\$ 0.29	\$ 0.96	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.05		
2034	\$ 0.63	\$ 1.96	\$ -	\$ 0.05	\$ -	\$ 0.14	\$ -	\$ 2.78	\$ 0.31	\$ 0.94	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.05		
2035	\$ 0.68	\$ 1.92	\$ -	\$ 0.05	\$ -	\$ 0.14	\$ -	\$ 2.78	\$ 0.33	\$ 0.92	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.05		
2036	\$ 0.72	\$ 1.87	\$ -	\$ 0.05	\$ -	\$ 0.13	\$ -	\$ 2.78	\$ 0.35	\$ 0.90	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.04		
2037	\$ 0.77	\$ 1.82	\$ -	\$ 0.05	\$ -	\$ 0.13	\$ -	\$ 2.77	\$ 0.37	\$ 0.87	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.04		
2038	\$ 0.82	\$ 1.76	\$ -	\$ 0.06	\$ -	\$ 0.13	\$ -	\$ 2.77	\$ 0.40	\$ 0.85	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.04		
2039	\$ 0.88	\$ 1.71	\$ -	\$ 0.06	\$ -	\$ 0.12	\$ -	\$ 2.77	\$ 0.43	\$ 0.82	\$ 0.02	\$ -	\$ -	\$ 1.27	\$ 4.03		
2040	\$ 0.94	\$ 1.65	\$ -	\$ 0.06	\$ -	\$ 0.12	\$ -	\$ 2.76	\$ 0.45	\$ 0.79	\$ 0.02	\$ -	\$ -	\$ 1.26	\$ 4.03		
2041	\$ 1.01	\$ 1.58	\$ -	\$ 0.06	\$ -	\$ 0.11	\$ -	\$ 2.76	\$ 0.48	\$ 0.76	\$ 0.02	\$ -	\$ -	\$ 1.26	\$ 4.02		
2042	\$ 1.08	\$ 1.51	\$ -	\$ 0.06	\$ -	\$ 0.11	\$ -	\$ 2.75	\$ 0.52	\$ 0.72	\$ 0.02	\$ -	\$ -	\$ 1.26	\$ 4.02		
2043	\$ 1.15	\$ 1.43	\$ -	\$ 0.06	\$ -	\$ 0.10	\$ -	\$ 2.75	\$ 0.55	\$ 0.69	\$ 0.02	\$ -	\$ -	\$ 1.26	\$ 4.01		
2044	\$ 1.23	\$ 1.35	\$ -	\$ 0.06	\$ -	\$ 0.10	\$ -	\$ 2.74	\$ 0.59	\$ 0.65	\$ 0.02	\$ -	\$ -	\$ 1.26	\$ 4.01		
2045	\$ 1.32	\$ 1.27	\$ -	\$ 0.06	\$ -	\$ 0.09	\$ -	\$ 2.74	\$ 0.63	\$ 0.61	\$ 0.02	\$ -	\$ -	\$ 1.26	\$ 4.00		
2046	\$ 1.41	\$ 1.18	\$ -	\$ 0.06	\$ -	\$ 0.08	\$ -	\$ 2.73	\$ 0.68	\$ 0.56	\$ 0.02	\$ -	\$ -	\$ 1.26	\$ 3.99		
2047	\$ 1.50	\$ 1.08	\$ -	\$ 0.07	\$ -	\$ 0.08	\$ -	\$ 2.72	\$ 0.72	\$ 0.52	\$ 0.02	\$ -	\$ -	\$ 1.26	\$ 3.98		
2048	\$ 1.61	\$ 0.97	\$ -	\$ 0.07	\$ -	\$ 0.07	\$ -	\$ 2.71	\$ 0.77	\$ 0.47	\$ 0.03	\$ -	\$ -	\$ 1.26	\$ 3.98		
2049	\$ 1.72	\$ 0.86	\$ -	\$ 0.07	\$ -	\$ 0.06	\$ -	\$ 2.71	\$ 0.82	\$ 0.41	\$ 0.03	\$ -	\$ -	\$ 1.26	\$ 3.97		
2050	\$ 1.84	\$ 0.74	\$ -	\$ 0.07	\$ -	\$ 0.05	\$ -	\$ 2.70	\$ 0.88	\$ 0.35	\$ 0.03	\$ -	\$ -	\$ 1.26	\$ 3.96		
2051	\$ 1.96	\$ 0.61	\$ -	\$ 0.07	\$ -	\$ 0.04	\$ -	\$ 2.69	\$ 0.94	\$ 0.29	\$ 0.03	\$ -	\$ -	\$ 1.26	\$ 3.95		
2052	\$ 2.10	\$ 0.47	\$ -	\$ 0.07	\$ -	\$ 0.03	\$ -	\$ 2.68	\$ 1.01	\$ 0.23	\$ 0.03	\$ -	\$ -	\$ 1.26	\$ 3.94		
2053	\$ 2.25	\$ 0.33	\$ -	\$ 0.07	\$ -	\$ 0.02	\$ -	\$ 2.67	\$ 1.08	\$ 0.16	\$ 0.03	\$ -	\$ -	\$ 1.26	\$ 3.93		
2054	\$ 2.40	\$ 0.17	\$ -	\$ 0.08	\$ -	\$ 0.01	\$ (2.60)	\$ 0.06	\$ 1.15	\$ 0.08	\$ 0.03	\$ (1.25)	\$ -	\$ 0.01	\$ 0.07		
Total	\$ 31.44	\$ 43.17	\$ (2.20)	\$ 1.69	\$ (0.25)	\$ 3.08	\$ (2.60)	\$ 74.34	\$ 15.12	\$ 20.42	\$ 0.64	\$ (1.25)	\$ -	\$ 34.92	\$ 109.26		

Footnotes:

[a] Interest is calculated at the rate of the Initial Major Improvement Bonds.

[b] The Annual Collection Costs were initially funded at bond closing and while levied the Annual Collection Costs component of the Initial Major Improvement Assessment will not be collected in the early years but the City will resume collection of the Annual Collection Costs once the Administrative Fund balance is reduced to \$20,000.

[c] The Delinquency and Prepayment Reserve Account was partially funded at closing. Additional Interest shall be collected on the Initial Major Improvement Bonds when the Delinquency and Prepayment Reserve Account is below 2.5% of the par amount of the Initial Major Improvement Bonds.

[d] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, the collection of Additional Interest, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

[e] Interest on the Reimbursement Obligation is calculated at a rate of 7.00% which is less than 2% above the highest average rate of the S&P Municipal High Yield Index which was 5.50% for October 2024, as required by the PID Act. If PID Bonds are issued, the interest rate on the Assessment will adjust to the interest rate on such PID Bonds plus the Additional Interest.

[f] Assumes the release of reserve fund money in final assessment year. If such reserve fund money is not available, the final Initial Major Improvement Assessment and final Additional Major Improvement Assessment will increase.

[g] Additional Interest shall be collected upon the issuance of the Additional Major Improvement Bonds.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 07/07/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider on second and final reading an ordinance annexing property owned by the City of Friendswood in accordance with that boundary agreement with the City of League City executed on May 6, 2025; said property being approximately 1.3347 acres out of Lots 159, 160, and 170, Slone Subdivision according to the plat thereof as filed in Volume 254, Page 53-54 Galveston County Map Records.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This is the second and final reading of an ordinance annexing property owned by the City of Friendswood in accordance with that boundary agreement with the City of League City executed on May 6, 2025.

In 2018, the City of Friendswood (the "City") acquired approximately 1.3347 acres southwest of Lake Friendswood (the "Property") and located within the City of League City ("League City"). The Property is currently unimproved; however, the City desires to incorporate it into Lake Friendswood Park for additional park amenities.

On June 24, 2025, the City of League City disannexed the Property; and on July 7, 2025, the City of Friendswood placed the Property in its extraterritorial jurisdiction. The boundary agreement provides that the City will annex the same within 120 days of League City's disannexation.

Council approved this ordinance on first reading on August 4, 2025. This is the second and final reading.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Annexation of 1.3347 Acres
2. Location Map 1.3347 acres

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF FRIENDSWOOD, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 1.3347 ACRES OUT OF LOTS 159, 160, AND 170, SLONE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS FILED IN VOLUME 254, PAGES 53-54 GALVESTON COUNTY MAP RECORDS, AND LOCATED GENERALLY SOUTHWEST OF FRIENDSWOOD LAKE PARK, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS FOR THE CITY OF FRIENDSWOOD, TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, in 2018, the City of Friendswood (the "City") acquired approximately 1.3347 acres west of Lake Friendswood and located within the City of League City ("League City"), which property is more particularly described in Exhibit "A" which is attached hereto and incorporated herein for all intents and purposes, which property is less than one thousand feet (1,000') in width (the "Property"); and

WHEREAS, pursuant to Section 43.015 of the Texas Local Government Code, the City and League City entered into an interlocal agreement to make agreeable changes in their boundaries, wherein League City agreed to disannex the Property and the City agreed to annex the same (the "Boundary Agreement"); and

WHEREAS, after complying with all applicable laws, processes and procedures, League City adopted League City Ordinance No. 25-22 on June 24, 2025, which officially disannexed the Property from its corporate limits consistent with the Boundary Agreement; and

WHEREAS, thereafter, the City Council of the City of Friendswood passed Resolution No. 2025-24 to annex the Property into its extraterritorial jurisdiction in order to initiate annexation proceedings in accordance with the Boundary Agreement and applicable law; and

WHEREAS, the boundaries of the City are contiguous to the Property on at least two (2) sides and the Property abuts the corporate limits of the City of League City; and

WHEREAS, the City is comprised of approximately 21.2 square miles; has a population of approximately 41,118, and has not annexed any areas this calendar year; and

WHEREAS, pursuant to the Boundary Agreement, the City is required to complete the annexation of the Property within one hundred twenty (120) days of the City of League City's disannexation; 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; and such recitals are hereby approved and made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings by the City Council of the City of Friendswood, Texas.

Section 2. That the following described land and territories lying adjacent to and adjoining the City of Friendswood are hereby added and annexed to the City of Friendswood, Texas, and shall hereinafter be included within the boundary limits of the City of Friendswood, Texas, and present boundary limits of such City, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits of the City of Friendswood, Texas, to-wit:

SEE EXHIBIT "A"

Section 3. The above-described territories and the areas so annexed shall be a part of the City of Friendswood, Texas; and the property so added hereby shall, to the extent applicable, bear its pro rata share of the taxes levied by the City of Friendswood, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Friendswood and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Friendswood, Texas.

Section 4. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. This ordinance shall take effect from and after its passage on second reading by the City Council of the City of Friendswood, Texas.

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 4th day of August, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

INTRODUCED, READ, AND PASSED on second and final reading by the affirmative vote of the City Council of the City of Friendswood this 8th day of September, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

All that certain 1.3347 acres out of Lots 159, 160 and 170, Slone Subdivision according to the plat thereof as filed in Volume 254, Page 53-54 Galveston County Map Records, I. & G. N. RR Company Survey No. 4, Abstract 608, Galveston County, Texas and being out of that certain tract as described in a deed dated 01-01-1992 from Neva Watkins West to Wesley West Cattle Company as filed in the Official Records of Galveston County at Clerk's File Number 9205621 and Film Code Number 007-99-1074 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 42Q4);

Beginning at a found 1/2" iron pipe marking the Southeast corner of Restricted Reserve "A", Block 1, Austin Chase at West Ranch, Section Two according to the plat thereof as filed in File Number 2016008227 Galveston County Map Records;

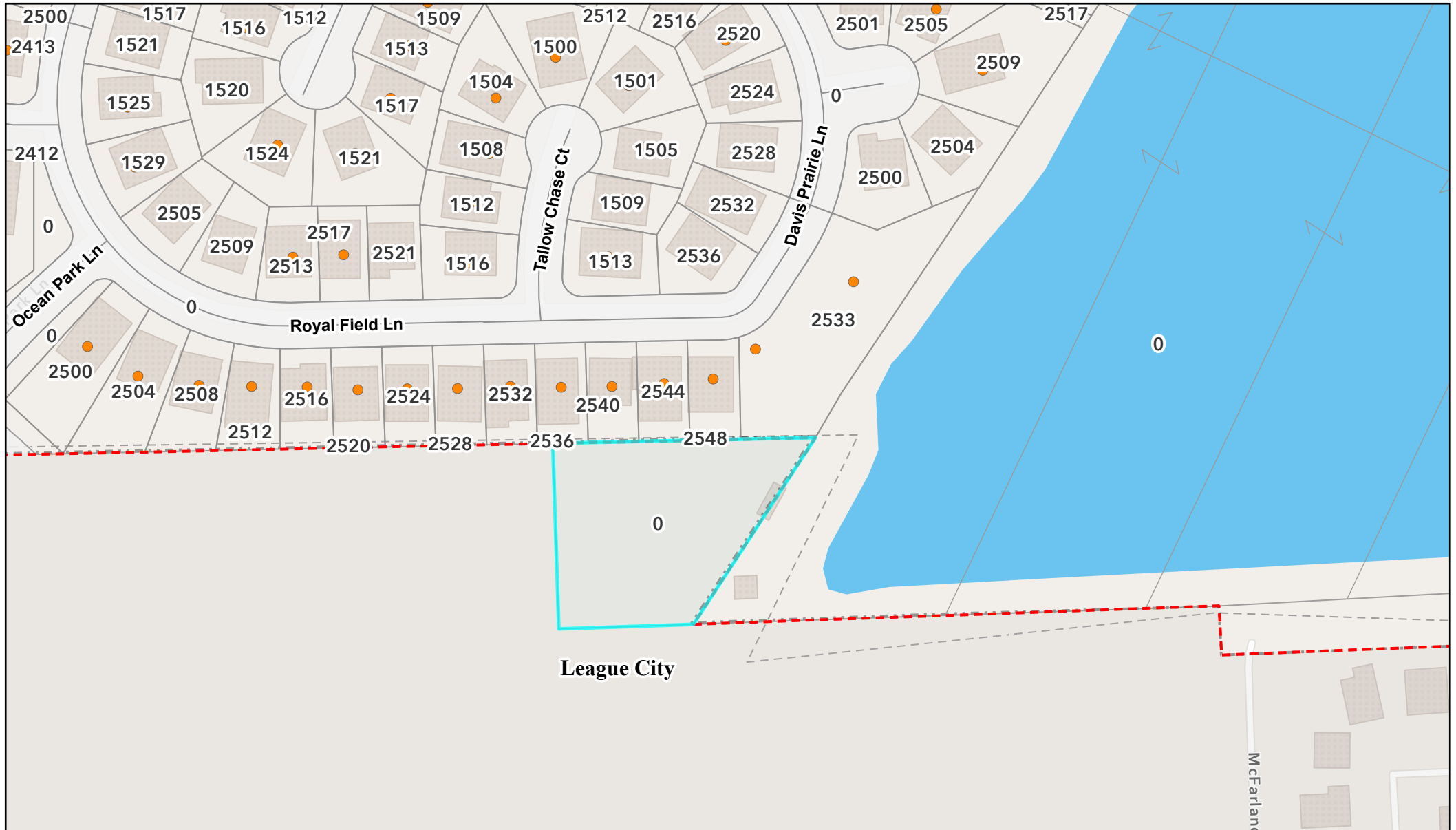
1. Thence S 31° 27' 59" W - 292.93' with the West line of that certain tract as described in a deed dated 04-27-1993 from Texas Parks and Recreation Foundation, Inc. to City of Friendswood as filed in the Official Records of Galveston County at Clerk's File Number 9517142 and Film Code Number 010-39-0211 to a point for corner marking the Southwest corner of said City of Friendswood tract from which a found 2" iron pipe bears S 47° 11' 33" W - 0.48' for reference;

2. Thence S 86° 08' 06" W - 155.78' with the North line of that certain tract as described in a deed dated 08-02-2013 from The Estate of Jimmie Elroy Rathburn to Kyle Perri as filed in the Official Records of Galveston County at Clerk's File Number 2013049164 to a call and found 1/2" iron rod marking the Northwest corner of said Kyle Perri tract;

3. Thence N 03° 44' 32" W 243.49' to a set 5/8" iron rod with cap (stamped C.L. DAVIS-RPLS 4464) for corner;

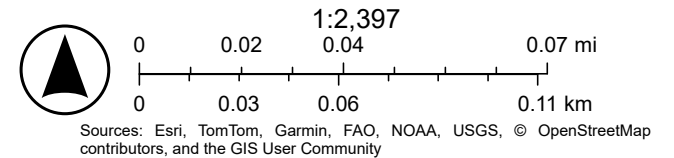
4. Thence N 86° 55' 50" E - 324.69' with the South line of Block 1 of said Austin Chase at West Ranch, Section Two to the POINT OF BEGINNING and containing 1.3347 acres (58,141 square feet) of land more or less.

City of Friendswood

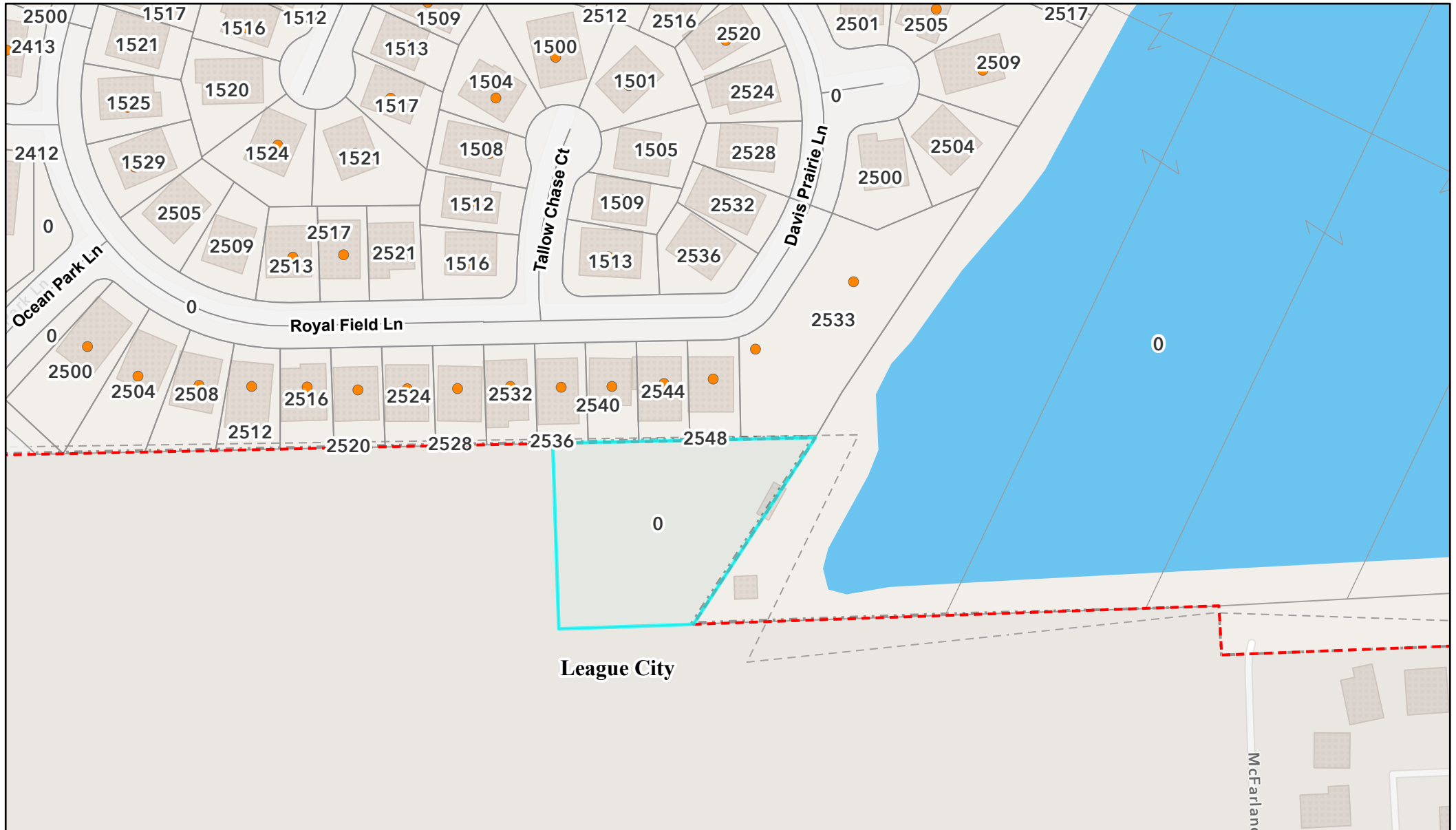


7/23/2025, 3:02:25 PM

- Address Points
 - Parcels
 - Surrounding Cities
 - City Limit
 - Streets
- Exhibit "A," Page 2



City of Friendswood



7/23/2025, 3:02:25 PM

- Address Points
- Parcels
- Surrounding Cities
- City Limit
- Streets



1:2,397
0 0.02 0.04 0.07 mi
0 0.03 0.06 0.11 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/04/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider on second and final reading an ordinance amending Chapter 2 "Administration," Article I "Generally," Section 2-23 "Procedure and administration," Subsection (a) Rules of procedure"; and Article II "Boards, Committees and Commissions," Division 6 "Fourth of July Steering Committee," Section 2-51 "Created; membership," Subsection (b) "Membership" and Division 8 "Keep Friendswood Beautiful Committee," Section 2-61 "Created, membership," Subchapter (b) "Membership" of the Friendswood City Code to remove residency and business ownership as qualifications for membership.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

At the City Council's retreat held on July 12, 2025, the City Council discussed the possibility of removing the requirement that members of the Fourth of July Steering Committee and the Keep Friendswood Beautiful Committee live or own a business in the City in order to encourage more participation on these committees. Therefore, this proposed ordinance amends Chapter 2 "Administration," Article I "Generally," Section 2-23 "Procedure and administration," Subsection (a) Rules of procedure" and Article II "Boards, Committees and Commissions," Division 6 "Fourth of July Steering Committee," Section 2-51 "Created; membership," Subsection (b) "Membership" and Division 8 "Keep Friendswood Beautiful," Section 2-61 "Created, membership," Subchapter (b) "Membership" of the Friendswood City Code for this purpose.

Specifically, the amendments include the following:

- Section 2-23 is amended to require all chairs and vice-chairs of all boards, committees, and commissions to be either residents of the city or business owners who pay taxes to the city;
- Section 2-51 is amended to allow Council to appoint non-residents to the Fourth of July Steering Committee; and
- Section 2-61 is amended to allow Council to appoint non-residents to the Keep Friendswood Beautiful Committee; provided that a majority of the members must be either residents of the City or business owners who pay taxes to the City.

The City Council approved this ordinance on first reading on August 4, 2025. This is the second and final reading.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - No Residency Requirements for Certain Advisory Boards

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 1 "GENERALLY," SECTION 2-23 "PROCEDURE AND ADMINISTRATION," SUBSECTION (A) "RULES OF PROCEDURE" AND DIVISION 6 "FOURTH OF JULY STEERING COMMITTEE," SECTION 2-51 "CREATED; MEMBERSHIP," SUBSECTION (B) "MEMBERSHIP"; AND DIVISION 8 "KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE," SECTION 2-61 "CREATED, MEMBERSHIP," SUBCHAPTER (B) "MEMBERSHIP" OF THE FRIENDSWOOD CITY CODE TO REMOVE RESIDENCY AND BUSINESS OWNERSHIP AS QUALIFICATIONS FOR MEMBERSHIP; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Fourth of July Steering Committee and Keep Friendswood Beautiful Committee are two advisory committees of the City of Friendswood that provide important services to the Friendswood community; and

WHEREAS, vacancies persist on these committees, which may be due, in part, to the time commitment involved as well as the magnitude of work performed by these two advisory committees; and

WHEREAS, eliminating the residency requirements for these committees will allow the City Council to appoint volunteers who already spend their time, talents and resources in the community but do not reside or have a business within the city limits of Friendswood; and

WHEREAS, the City Council finds that the removal of the residency and business ownership requirement will assist it in filling many long-standing vacancies on these advisory committees; NOW THEREFORE,

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

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

Section 2. That Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 1 "Generally," Section 2-23 "Procedure and administration," Subsection (a) "Rules of procedure" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 1. GENERALLY

Sec. 2-23. Procedure and administration.

- (a) *Rules of procedure.* All boards shall adopt rules and procedures for the conduct of business and matters that may come before it. Such rules and procedures shall be substantially similar to the

rules and procedures adopted by the city council and shall comply with the Charter and all applicable laws. Boards shall elect a chair and vice-chair from their membership for one-year terms commencing on July 1 or November 1 based upon the board's appointment schedule. The chair and vice-chair shall be either residents of the city or business owners who pay taxes to the city.

Section 3. That Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 6 "Fourth of July Steering Committee," Section 2-51 "Created; membership," Subsection (b) "Membership" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 6. FOURTH OF JULY STEERING COMMITTEE

Sec. 2-51. Created; membership.

...

- (b) *Membership.* The Fourth of July steering committee shall be composed of 15 members appointed by at least four members of the city council for staggered three-year terms commencing on November 1.

Section 4. That Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 8 "Keep Friendswood Beautiful Committee," Section 2-61 "Created, membership," Subchapter (b) "Membership" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 8. KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE

Sec. 2-61. Created; membership.

...

- (b) *Membership.* The Keep Friendswood Beautiful Committee shall be composed of 15 members appointed by at least four members of the city council for staggered three-year terms commencing on November 1. At least 8 of the members shall be either residents of the city or business owners who pay taxes to the city.

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

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares

that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. This ordinance shall take effect from and after its passage on second reading by the City Council of the City of Friendswood, Texas.

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 4th day of August, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

INTRODUCED, READ, AND PASSED on second and final reading by the affirmative vote of the City Council of the City of Friendswood this 8th day of September, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

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**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 01/06/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment XII" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year.

Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the twelfth set for fiscal year 2024-2025.

We have attempted to provide as much explanation of the adjustments as possible through two sets of exhibits. Exhibit A provides a narrative explanation of each budget amendment. Exhibit B provides the details of each accounting transaction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. XII
2. FY25 BA XII Exhibit A 2025-9-08
3. FY25 BA XII Exhibit B 2025-09-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2024-25, PASSED AND APPROVED AUGUST 26, 2024, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2024-25, BY APPROVING "BUDGET AMENDMENT XII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2024-25, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2024-25"; and

WHEREAS, the City Council has determined that revenues and/or reserves are available for supplemental appropriation, and/or that the transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting and for municipal purposes; and

WHEREAS, Section 8.04 of the City Charter provides for amendments after adoption of the budget; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2024-25; NOW THEREFORE,

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

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

Section 2. The "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2024-25" is hereby amended for municipal purposes as shown on "Budget Amendment XII" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2024-25" attached hereto. Said Budget Amendment XII shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

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

that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 8th day of September, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year FY2024-2025
Budget Amendment XII
September 8, 2025**

1. **Hurricane Beryl – FEMA DR-4798 Debris Removal Reimbursement, \$3,321,802.** Appropriate grant funds received for debris removal costs related to the City's response to Hurricane Beryl. Funds will be appropriated back to unassigned general fund balance.
2. **Economic Development Agreement – BSM Associates, LLC, \$20,093.** Appropriates funds for an Economic Development Agreement between the City of Friendswood and BSM Associates, LLC for their private educational facility at 1610 West Blvd. The agreement was approved by Council at the August 2, 2023, City Council meeting and amended at the July 7, 2025, City Council meeting. The funding source will be unassigned general fund balance.
3. **Communications Department – Branding Guide, \$10,000.** Transfer funds from the City Manager's Office to the Communications Department to produce a City branding guide. A branding guide is necessary for consistency across the City for public communication across all marketing channels.
4. **Police Department – Insurance Proceeds, \$4,550.** Appropriate insurance proceeds from TML-IRP for the repair of P326 which was damaged in an accident on July 17, 2025. Funds will be appropriated to the Criminal Investigations division's vehicle maintenance account.
5. **Parks and Recreation Department – Public Safety Facility Maintenance, \$34,073.** Transfer funds from the Police Department to the Parks and Recreation Department Facilities division for records room renovation costs and other facility maintenance.
6. **Parks and Recreation Department – Finance/Human Resources Renovation, \$74,178.** Appropriate funds for renovation of the Finance/Human Resources area renovation costs. The contract was approved by council at the August 4, 2025, City Council meeting. The funding source will be unassigned general fund balance (\$30,699) and water and sewer working capital (\$43,479).
7. **Blackhawk Boulevard Phase II-B Settlement, \$367,877.** Appropriate settlement proceeds related to a bond performance claim against Triple B Services. The settlement was accepted by Council at the August 4, 2025, City Council meeting. Funds will reimburse the streets maintenance fund for work previously performed (\$86,150), construction to finish the southbound lane work of the project (\$201,737), and additional engineering services (\$79,990).
8. **Information Technology Department – Animal Services Security Cameras, \$37,698.** Appropriate funds for security cameras at the Animal Services facility. The security cameras are necessary for enhanced security at the location. The funding source will be unassigned general fund balance.
9. **Parks and Recreation Department – Sponsorship, \$10,000.** Appropriate sponsorship received for holiday décor at Stevenson Park. Additional décor will be installed with the new Christmas Tree purchased through the Friendswood Downtown Economic Development fund. The funds will be appropriated to the recreation division's operating equipment account.
10. **Parks and Recreation Department – Pool Media Filter, \$11,785.*** Appropriate funds for the replacement of the pool media filter at the Stevenson Park Pool. The work is necessary for the

upkeep and maintenance of the pool. The funding source will be capital maintenance fund undesignated fund balance.

11. **Parks and Recreation Department – Insurance Proceeds, \$25,791.** Appropriate insurance proceeds from TML-IRP for the repair of the batting cages and related facilities at Renwick Park. The facilities were damaged in a fire on August 21, 2024. The funds will be appropriated to the Parks division's operating maintenance account.
12. **2017 CDBG-DR (Galveston County) – Moss Point Relocations, \$7,480.** Appropriate lease proceeds received from the CDBG-DR (Galveston County) grant program for relocation costs as part of the Frenchman's Creek Flood Control project. This is the final installment paid to those tenants. Funds will be appropriated from the rental income collected from the tenants at these properties subsequent to the City taking ownership.
13. **Murphy Lane Pavement Engineering, \$18,000.** Appropriate funds for pavement engineering services at Murphy Lane. The road is experiencing pavement failure outside of the warranty period for the previous asphalt work. The funding source will be the street maintenance fund undesignated fund balance.
14. **FDEDC FM 518 Illumination Project – Revise Service Box Location, \$48,965.** Appropriate funds for the FM 518 Illumination project Change Order #4. A service box will need a revised location near Willowick and FM 518. Pfeiffer & Son, LTD was awarded the original contract by Council at the August 1, 2022, City Council meeting. The funding source will be FDEDC undesignated fund balance.
15. **City Hall Finance and Utility Billing Furniture, \$61,282.** Appropriate funds to replace furniture in the Finance and Utility Billing area at City Hall. The current furniture has reached the end of its useful life. The funding source will be unassigned general fund balance (\$24,823) and water and sewer working capital (\$36,459).
16. **Parks and Recreation Department – Tow Behind Personal Lift, \$50,749.** Appropriate funds for the purchase of a tow behind personal lift. The Parks division will use the lift to increase safety and efficiency when performing various tasks, including lighting maintenance and tree trimming. The funding source will be unassigned general fund balance.
17. **Public, Education, and Governmental Access (PEG) Channel Enhancement, \$370,197.** Appropriate PEG funds for construction services as part of the Council Chamber remodel project. The construction contract was awarded to Construction Masters of Houston at the August 25, 2025, City Council meeting. The funding source will be restricted general fund balance from PEG Channel revenue.
18. **2017 CDBG-DR (Galveston County) Grant, Deepwood Flood Control Construction, \$183,000.** Appropriate advance funding for the construction of the Deepwood Flood Control Project as part of the 2017 CDBG-DR (Galveston County) grant program. The contract for construction was awarded to Westbrook Contractors, LLC at the February 3, 2025, City Council meeting. The funding source will be unassigned general fund balance and will be reimbursed once grant funding is received from the state agency.
19. **2017 CDBG-DR (Galveston County) Grant, Utility Relocates at Clear Creek Utility Bridge, \$259,701.** Appropriate advance funding for the engineering and construction services for the Utility Relocates project at Clear Creek Utility Bridge as part of the 2017 CDBG-DR (Galveston County) grant program. The contract for construction was awarded to Cracon, Inc. at the January 7, 2025,

City Council meeting. The funding source will be unassigned general fund balance and will be reimbursed once grant funding is received from the state agency.

20. **HMGP-DR4485 – Comprehensive Drainage Plan, \$163,279.** Appropriate grant proceeds received from the HMGP-DR4485 Comprehensive Drainage Plan grant program for grant administration and engineering costs related to the comprehensive drainage plan project. The City received a reimbursement of \$163,279 for grant administration and engineering expenditures on August 26, 2025.
21. **HMGP-DR4485 – Comprehensive Drainage Plan, \$192,650.** Appropriate advance funding for the engineering and construction services related to the Comprehensive Master Drainage Project grant program. The contract for program management services was awarded to Gauge Engineering LLC, and the contract for engineering services was awarded to Halff Associates, Inc. at the January 6, 2025, City Council meeting. The funding source will be unassigned general fund balance and will be reimbursed once grant funding is received from the state agency.
22. **Capital Maintenance Fund Transfer, \$377,577.** Transfer funds from the General Fund to the Capital Maintenance Fund. Any funds in excess of \$1,000,000 above the 90-day reserve in the General Fund at August 4, 2025, shall be transferred to the Capital Maintenance Fund to accumulate funding for capital improvements including repairs and maintenance.
23. **Parks and Recreation Department – City Hall Replacement Blinds, \$24,517.** Appropriate funds to cover replacement blinds in various City Hall offices and the Council Chamber. The existing blinds have reached the end of their useful life. Funds totaling \$14,966 will be transferred within the general fund and will have no budgetary impact, \$3,783 will be appropriated from water and sewer working capital, and the remaining \$5,738 will be appropriated from restricted general fund balance from PEG Channel revenue.

*Deferred Maintenance

City of Friendswood September 8, 2025 2024-2025 Budget Amendment XII - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	001-0000-33134	24EMBERYLREV	Reimburse unassigned general fund balance for reimbursement received from TDEM for FEMA DR-4798TX for debris removal costs related to Hurricane Beryl response	(3,321,802)
1	001-0000-30500		Reimburse unassigned general fund balance for reimbursement received from TDEM for FEMA DR-4798TX for debris removal costs related to Hurricane Beryl response	3,321,802
2	001-0000-30500		Appropriate unassigned general fund balance for Economic Development agreement with BSM Associates, LLC	(20,093)
2	001-0303-419.7921		Appropriate unassigned general fund balance for Economic Development agreement with BSM Associates, LLC	20,093
3	001-0301-413.5400		Transfer funds from City Manager's Office to Communications Department for branding guide	(5,000)
3	001-0303-419.7800		Transfer funds from City Manager's Office to Communications Department for branding guide	(5,000)
3	001-1001-419.7400		Transfer funds from City Manager's Office to Communications Department for branding guide	10,000
4	001-0000-38310		Appropriate TML-IRP insurance proceeds for P326 repairs due to an accident on July 17, 2025	(4,550)
4	001-2120-421.6300	P326	Appropriate TML-IRP insurance proceeds for P326 repairs due to an accident on July 17, 2025	4,550
5	001-2120-421.5200		Transfer funds from Police Department to Parks and Recreation Facilities division for records room remodeling and other facility maintenance	(15,433)
5	001-2101-421.6600		Transfer funds from Police Department to Parks and Recreation Facilities division for records room remodeling and other facility maintenance	(18,640)
5	001-6460-419.6610	8PS421	Transfer funds from Police Department to Parks and Recreation Facilities division for records room remodeling and other facility maintenance	34,073
6	001-0000-30500		Appropriate unassigned general fund balance for Finance/Human Resources facility maintenance projects	(30,699)
6	401-0000-30600		Appropriate water and sewer working capital for Finance/Human Resources facility maintenance projects	(43,479)
6	401-9002-491.9110		Appropriate water and sewer working capital for Finance/Human Resources facility maintenance projects	43,479
6	001-0000-39137		Appropriate water and sewer working capital for Finance/Human Resources facility maintenance projects	(43,479)
6	001-6460-419.6610	8CH419	Appropriate unassigned general fund balance & W/S working capital for Finance/Human Resources facility maintenance projects	74,178
7	001-0000-38310		Appropriate settlement funds received for a performance bond settlement related to Blackhawk Boulevard Phase II-B	(367,877)
7	001-7001-431.8511	STRT2023.003CONST	Appropriate settlement funds received for a performance bond settlement related to Blackhawk Boulevard Phase II-B - Construction	201,737
7	001-7001-431.7130	STRT2023.003ENG	Appropriate settlement funds received for a performance bond settlement related to Blackhawk Boulevard Phase II-B - Engineering	79,990
7	001-9002-491.9131		Appropriate settlement funds received for a performance bond settlement related to Blackhawk Boulevard Phase II-B - Reimb for emergency work	86,150
7	170-0000-39120		Appropriate settlement funds received for a performance bond settlement related to Blackhawk Boulevard Phase II-B - Reimb for emergency work	(86,150)
7	170-7001-431.6510	STRT2023.003CONST	Appropriate settlement funds received for a performance bond settlement related to Blackhawk Boulevard Phase II-B - Reimb for emergency work	86,150
8	001-0000-30500		Appropriate unassigned general fund balance for security cameras at the Animal Services facility	(37,698)
8	001-0716-419.8800	8AC441	Appropriate unassigned general fund balance for security cameras at the Animal Services facility	37,698
9	001-0000-34772	SANTAREV	Appropriate sponsorship received from Handy Family Holdings for Christmas in the Park décor	(10,000)
9	001-6420-452.5800	SANTAEXP	Appropriate sponsorship received from Handy Family Holdings for Christmas in the Park décor	10,000
10	161-0000-30100		Appropriate undesignated fund balance for a pool media filter replacement at Stevenson Park Pool*	(11,785)
10	161-6428-452.6600	PK0030	Appropriate undesignated fund balance for a pool media filter replacement at Stevenson Park Pool*	11,785
11	001-0000-38310		Appropriate TML-IRP insurance proceeds for repairs to batting cage facilities at Renwick Park	(25,791)
11	001-6430-456.6400	PK0060	Appropriate TML-IRP insurance proceeds for repairs to batting cage facilities at Renwick Park	25,791
12	124-0000-37110	G00080REV	Appropriate lease revenue from 2017 CDBG-DR (Galveston County) for Moss Point relocation costs	(7,480)
12	124-7001-431.7450	G00080EXP	Appropriate lease revenue from 2017 CDBG-DR (Galveston County) for Moss Point relocation costs	7,480
13	170-0000-30100		Appropriate undesignated fund balance for pavement engineering services at Murphy Lane	(18,000)
13	170-7001-431.7130		Appropriate undesignated fund balance for pavement engineering services at Murphy Lane	18,000
14	175-0000-30100		Appropriate undesignated fund balance in FEEDC for change order #4 related to the FM518 Illumination project	(48,965)
14	175-7001-419.7800	ILLUMINATE518EXP	Appropriate undesignated fund balance in FEEDC for change order #4 related to the FM518 Illumination project	48,965
15	001-0000-30500		Appropriate unassigned general fund balance for Finance/Human Resources/Utility Billing furniture replacement	(24,823)
15	001-0301-413.8800		Appropriate unassigned general fund balance for Finance/Human Resources/Utility Billing furniture replacement - FIN	3,776
15	001-0401-415.8800		Appropriate unassigned general fund balance for Finance/Human Resources/Utility Billing furniture replacement - CMO (ACM)	17,594
15	001-0610-415.8800		Appropriate unassigned general fund balance for Finance/Human Resources/Utility Billing furniture replacement - HR	3,453
15	401-0000-30600		Appropriate water and sewer working capital for Finance/Human Resources/Utility Billing furniture replacement	(36,459)
15	401-0401-415.8800		Appropriate water and sewer working capital for Finance/Human Resources/Utility Billing furniture replacement	36,459
16	001-0000-30500		Appropriate unassigned general fund balance for a tow behind personal lift in the Parks and Recreation department - Park's division	(50,749)
16	001-6430-456.8800		Appropriate unassigned general fund balance for a tow behind personal lift in the Parks and Recreation department - Park's division	50,749
17	001-0000-30500		Appropriate restricted general fund balance reserves from PEG Channel revenue for council chambers renovation project construction	(370,197)

City of Friendswood				
September 8, 2025				
2024-2025 Budget Amendment XII - Exhibit B				
BA Number	Account Number	Project Number		Amount
17	001-7001-419.8591	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue for council chambers renovation project construction	370,197
18	124-10199		Appropriate unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) Deepwood Construction Pay Apps #1-3	183,000
18	124-26010		Appropriate unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) Deepwood Construction Pay Apps #1-3	(183,000)
18	001-14029		Appropriate unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) Deepwood Construction Pay Apps #1-3	183,000
18	001-10199		Appropriate unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) Deepwood Construction Pay Apps #1-3	(183,000)
19	124-10199		Appropriate unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) Clear Creek Utility Relocates Eng & Construction	259,701
19	124-26010		Appropriate unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) Clear Creek Utility Relocates Eng & Construction	(259,701)
19	001-14029		Appropriate unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) Clear Creek Utility Relocates Eng & Construction	259,701
19	001-10199		Appropriate unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) Clear Creek Utility Relocates Eng & Construction	(259,701)
20	127-0000-33100	G00086REV	Appropriate grant proceeds for HMGP-DR4485 Comprehensive Drainage Plan for grant administration and engineering	(163,279)
20	127-7001-431.7800	G00086REV	Appropriate grant proceeds for HMGP-DR4485 Comprehensive Drainage Plan for grant administration	6,200
20	127-7001-431.8582	G00086REV	Appropriate grant proceeds for HMGP-DR4485 Comprehensive Drainage Plan for engineering	157,079
21	127-10199		Appropriate unassigned general fund balance for advance funding related to HMGP-DR4485 Comprehensive Drainage Plan management and engineering services	192,650
21	127-26010		Appropriate unassigned general fund balance for advance funding related to HMGP-DR4485 Comprehensive Drainage Plan management and engineering services	(192,650)
21	001-14030		Appropriate unassigned general fund balance for advance funding related to HMGP-DR4485 Comprehensive Drainage Plan management and engineering services	192,650
21	001-10199		Appropriate unassigned general fund balance for advance funding related to HMGP-DR4485 Comprehensive Drainage Plan management and engineering services	(192,650)
22	001-0000-30500		Transfer unassigned general fund balance to capital maintenance fund for balance in excess of \$1M above the 90-day reserve at August 4, 2025	(377,577)
22	001-9002-491.9138		Transfer unassigned general fund balance to capital maintenance fund for balance in excess of \$1M above the 90-day reserve at August 4, 2025	377,577
22	161-0000-39120		Transfer unassigned general fund balance to capital maintenance fund for balance in excess of \$1M above the 90-day reserve at August 4, 2025	(377,577)
22	161-0000-30100		Transfer unassigned general fund balance to capital maintenance fund for balance in excess of \$1M above the 90-day reserve at August 4, 2025	377,577
23	001-0301-413.7800		Transfer funds from City Manager's Office for replacement blinds to Parks and Recreation Facilities division	(3,996)
23	001-0610-415.7223		Transfer funds from Human Resources to Parks and Recreation Facilities division for replacement blinds	(1,000)
23	001-0610-415.7400		Transfer funds from Human Resources to Parks and Recreation Facilities division for replacement blinds	(2,000)
23	001-0610-415.7800		Transfer funds from Human Resources to Parks and Recreation Facilities division for replacement blinds	(2,000)
23	001-0612-415.7510		Transfer funds from Human Resources to Parks and Recreation Facilities division for replacement blinds	(3,000)
23	001-0612-415.7520		Transfer funds from Human Resources to Parks and Recreation Facilities division for replacement blinds	(3,000)
23	401-0000-30600		Appropriate water and sewer working capital for replacement blinds in Utility Billing	(3,783)
23	401-9002.491.9110		Appropriate water and sewer working capital for replacement blinds in Utility Billing	3,783
23	001-0000-39137		Appropriate water and sewer working capital for replacement blinds in Utility Billing	(3,783)
23	001-0000-30500		Appropriate restricted general fund balance reserves from PEG Channel revenue for council chambers renovation project - replacement blinds	(5,738)
23	001-6460-419.8600		Appropriate funds for replacement blinds in various city hall offices	18,779
23	001-6460-419.8600	FCPEGEXP	Appropriate funds for replacement blinds in the City Council Chamber	5,738
*Deferred Maintenance				

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/26/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution authorizing the City Manager to execute a finance contract with Government Capital Corporation for the financing of technology and various equipment, including, but not limited to, generators and associated equipment, emergency equipment, and ambulance chassis and refit.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution authorizes the City Manager to enter into an agreement with Government Capital Corporation to finance technology and various equipment, including but not limited to, generators and associated equipment, emergency equipment, and ambulance chassis and refit. The contract will be made pursuant to Section 271.005 of the Texas Local Government Code based upon the following not to exceed:

Public Property Finance Contract

Equipment Costs	\$ 1,378,961.00
Annual Term	5 Payments
Interest Rate	4.45%
Payment Amount	\$309,128,.89
Payments Beginning	March 2026, annually thereafter

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Financing Agreement with Government Capital Corporation¹
2. Financing Proposal - Friendswood City of TX - 5 Year Option -20250829
3. Government Code Verifications Form
4. Form 1295

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCE CONTRACT WITH GOVERNMENT CAPITAL CORPORATION FOR THE FINANCING OF TECHNOLOGY AND VARIOUS EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, GENERATORS AND ASSOCIATED EQUIPMENT, EMERGENCY EQUIPMENT, AND AMBULANCE CHASSIS AND REFIT IN AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$1,378,961.00); AUTHORIZING ADVANCE FUNDING AND EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the City of Friendswood (the "City") desires to enter into a certain Finance Contract by and between the City and Government Capital Corporation ("GCC") for the purpose of financing technology and various equipment, including, but not limited to, generators and associated equipment, emergency equipment, and ambulance chassis and refit (collectively the "Financed Project"); and

WHEREAS, the City desires to reimburse itself for the costs associated with the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof; and

WHEREAS, the City desires to designate City Manager Morad Kabiri as an authorized signer of the Finance Contract; NOW THEREFORE,

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

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

Section 2. That the City Council hereby authorizes the City Manager to enter into a Finance Contract with Government Capital Corporation and to execute other necessary documents for the purpose of financing the Financed Project subject to the following not to exceed:

Public Property Finance Contract	
Equipment Costs	\$ 1,378,961.00
Annual Term	5 payments
Interest Rate	4.45%
Payment Amount	\$309,128.89
Payments Beginning	March 2026, annually thereafter

Section 3. The City reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is sixty (60) days prior to the date hereof and that are to be paid in connection with the Financed Project from the proceeds of the obligations to be issued

subsequent to the date hereof in accordance with Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

Section 4. That the City reasonably expects that the maximum principal amount of the obligations issued to reimburse the City for costs associated with the Financed Project will not exceed the ONE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$1,378,961.00).

Section 5. That unless otherwise advised by bond counsel, any reimbursement allocation will be made not later than eighteen (18) months after the later of (i) the date the original expenditure is paid or (ii) the date on which the Financed Project to which the expenditure relates is placed in service or abandoned, but in no event more than three (3) years after the original expenditure.

Section 6. This resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 8th day of September, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



Financing Proposal

Prepared For



City of Friendswood

August 29, 2025

Submitted By

Government Capital Corporation

345 Miron Drive
Southlake, Texas 76092

Matt Sullivan

Municipal Finance Specialist | Client Services

Main: (817) 421-5400

Direct: (817) 722-0212



Table of Contents

Corporate Overview	3
Representative Experience	3
Partial Listing of Texas City Clients	4
Proposal Summary	5-6
Resolution	7



Corporate Overview

Government Capital Corporation (GCC) was founded in 1992 with the primary purpose of providing tax-exempt financing solutions for state and local government entities including cities, schools, counties, and special districts. Since our inception, GCC and its affiliates have provided financing solutions exceeding \$6 billion for many different types of projects. These financings have provided funding for a wide variety of municipal needs including vehicles, technology, facilities, and heavy-duty equipment. Although we serve clients in all 50 states, one of our primary areas of focus is assisting Texas cities with acquiring essential personal property and equipment. Our team possesses extensive experience assisting local Texas governments in creating, evaluating and implementing financing structures of every type authorized by state borrowing authorities. Since our inception, we've been honored to provide financing solutions for over 560 Texas cities, representing over 45 percent of the cities in the state. In many cases, we have helped our clients adapt to and comply with regulatory changes as well as enable them to execute financings more rapidly, efficiently, and economically.

Representative Experience

City of Mathis - Government Capital's longest client relationship is with the City of Mathis, Texas. From the firm's very first funding in January of 1993 to the present day, GCC has provided the City of Mathis with millions of dollars in financing. Projects have included public works, public safety, capital equipment, energy efficiency, and technology improvements as well as various economic development projects.

City of San Saba - For over 20 years, Government Capital has assisted the City of San Saba with providing tailored financing solutions for more than 55 projects. With GCC's support, the city has financed a wide variety of vehicles, equipment, infrastructure improvements, and real estate acquisitions. The city's Economic Development Corporation has also partnered with Government Capital to fund playground and water park projects.

City of Van Horn - Since 2002, GCC has partnered with the City of Van Horn to create various financing solutions that fit the needs of the city. Projects have included numerous vehicle and equipment acquisitions as well as utility improvement projects.

City of Corrigan - Government Capital's relationship with the City of Corrigan began in 2006 and has included funding a variety of acquisitions for police vehicles, technology, and public safety equipment. Most recently, the city financed a water meter replacement project to install radio-read meters to recapture water loss.

City of Hillsboro - Since 2010, the City of Hillsboro and Government Capital have completed numerous projects and acquisitions together. These projects have included public safety vehicle acquisitions, HVAC upgrades, capital equipment procurement, and utility meter updates. Most recently, the city financed hardware and software technology upgrades for the police department.

City of Post - Government Capital has partnered with the City of Post since 2020 to fund projects from heavy equipment acquisitions to water meter replacements. Additionally, GCC has provided multiple refinancings designed to reduce interest costs, allowing the city to reallocate critical funds.

City of La Feria - Since 2005, Government Capital has provided financing solutions to the City of La Feria. Funded projects have included acquiring public safety vehicles and public works equipment. Most recently, GCC funded a city-wide utility meter replacement project.



Partial Listing of Texas City Clients



City of Brady



City of Stephenville



City of Troup



City of Anson



City of Dilley



City of Early



City of Eastland



City of Katy



City of Ralls



City of Poteet



City of Dublin



City of Whitney



Town of Anthony



City of Panhandle



City of Roma



City of Liberty Hill



City of East Tawakoni



Town of Pecos City



City of Dalhart



City of Hidalgo



City of Mineral Wells



City of Chandler



City of Lamesa



City of Canyon



August 29, 2025

Bloskas CGFO Rhonda, CPA
City of Friendswood
(281) 996-3216
rbloskas@friendswood.com

Dear Mrs. Bloskas, CPA, CGFO,

Thank you for the opportunity to present proposed financing for The City of Friendswood. I am submitting for your review the following proposed structure:

ISSUER:	City of Friendswood, TX
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 1,378,961.00
ANNUAL TERM:	5 Payments
INTEREST RATE:	4.45%
PAYMENT AMOUNT:	\$ 309,128.89
PAYMENTS BEGINNING:	March 2026, annually thereafter

The above payment amount includes all applicable fees expressed as 0.01. These costs can include documentation fees, legal fees, issuance expenses, etc. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Matt Sullivan

Matt Sullivan
Client Services
Main: 817-421-5400

Compound Period: Annual

Nominal Annual Rate: 4.450%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal
Loan	9/29/2025			
1	3/3/2026	309,128.89	26,684.71	282,444.18
2	3/3/2027	309,128.89	49,408.64	259,720.25
3	3/3/2028	309,128.89	37,851.09	271,277.80
4	3/3/2029	309,128.89	25,779.22	283,349.67
5	3/3/2030	309,128.89	13,170.18	295,958.71
Grand Totals		1,545,644.45	152,893.84	1,392,750.61

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 07/30/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation for a Surface Transportation Block Grant Project related to the Sunset Drive Signal Improvements Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Houston-Galveston Area Council's Transportation Policy Council has authorized Surface Transportation Block Grant funds for the Sunset Drive Signal Improvements Project, which will include the rehabilitation of the three existing traffic signals along Sunset Drive at the intersections of Castlewood, Falling Leaf Drive, and Cowards Creek Drive, and the installation of new traffic signals at the intersection of Briarmeadow Avenue (the "Project") . Pursuant to the proposed Advance Funding Agreement, the City will be responsible for all non-reimbursable costs and any cost overruns associated with the Project. This resolution reaffirms the City's support of the Project and authorizes the City Manager to execute an Advance Funding Agreement with TxDOT. The estimated cost of the Project is \$3,250,000, and the City's local match will be covered entirely by Transportation Development Credits. No local cash contribution is required.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - STBG Project - Sunset Drive Signal Improvements Project

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT PROJECT RELATED TO THE SUNSET DRIVE SIGNAL IMPROVEMENTS PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the Houston-Galveston Area Council's Transportation Policy Council has authorized the City of Friendswood to receive Surface Transportation Block Grant ("STBG") funds for the following project:

Project Name	Project Description
Sunset Drive Signal Improvements Project	➤ Rehabilitation of existing traffic signals along Sunset Drive at its intersections with W Castlewood Avenue, Falling Leaf Drive, and Cowards Creek Drive ➤ Installation of new traffic signals along Sunset Drive at its intersection with Briarmeadow Avenue

(the "Project"); and

WHEREAS, the STBG funds require a local match, and the City of Friendswood commits to provide the match, which match is comprised of solely Transportation Development Credits ("TDCs"); and

WHEREAS, the City of Friendswood is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City Council of the City of Friendswood desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement ("AFA") with the Texas Department of Transportation ("TxDOT") for the Project; NOW THEREFORE,

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

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

Section 2. The City Council of the City of Friendswood hereby approves an AFA with TxDOT for the Project and authorizes the City Manager to execute and the City Secretary to attest to an AFA with TxDOT for the Project with the local match being comprised solely of TDCs.

Section 3. This resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 8th day of September, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

TxDOT Information CSJ #: 0912-73-112 Project Name: Sunset Boulevard Signal Improvements
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**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 07/30/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation for a Surface Transportation Block Grant Project related to the Intersection Improvements at FM 518 & FM 528 Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Houston-Galveston Area Council's Transportation Policy Council has authorized Surface Transportation Block Grant funds for the Intersection Improvements at FM 518 & FM 528 Project, which will include the installation of dedicated right turn lanes for the east- and west-bound traffic on FM 528 at its intersection with FM 518 (the "Project"). Pursuant to the proposed Advance Funding Agreement, the City will be responsible for all non-reimbursable costs and any cost overruns associated with the Project. This resolution reaffirms the City's support of the Project and authorizes the City Manager to execute an Advance Funding Agreement with TxDOT. The estimated cost of the Project is \$550,000, and the City's local match will be covered entirely by Transportation Development Credits. No local cash contribution is required.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - STBG Project - Intersection Improvements at FM 518 & FM 528 Project

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT PROJECT RELATED TO THE INTERSECTION IMPROVEMENTS AT FM 518 & FM 528 PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the Houston-Galveston Area Council's Transportation Policy Council has authorized the City of Friendswood to receive Surface Transportation Block Grant ("STBG") funds for the following project:

Project Name	Project Description
Intersection Improvements at FM 518 & FM 528 Project	Installation of dedicated right-turn lanes for the eastbound and westbound traffic on FM 528 at its intersection with FM 518

(the "Project"); and

WHEREAS, the STBG funds require a local match, and the City of Friendswood commits to provide the match, which match is comprised of solely Transportation Development Credits ("TDCs"); and

WHEREAS, the City of Friendswood is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City Council of the City of Friendswood desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement ("AFA") with the Texas Department of Transportation ("TxDOT") for the Project; NOW THEREFORE,

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

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

Section 2. The City Council of the City of Friendswood hereby approves an AFA with TxDOT for the Project and authorizes the City Manager to execute and the City Secretary to attest to an AFA with TxDOT for the Project with the local match being comprised solely of TDCs.

Section 3. This resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 8th day of September, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

TxDOT Information

CSJ #: 0976-03-122

Project Name: FM 518 at FM 528/E Parkwood Drive

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/26/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider a resolution amending Resolution No. R2025-01 to authorize additional local funds for the Community Development Block Grant (CDBG) Annalea Neighborhood Improvements Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Since the monies necessary for the professional services agreement for the CDBG Annalea Neighborhood Improvement Project exceed both (i) the grant budget allowances for engineering services and (ii) the local funds previously approved by Council via Resolution No. R2025-01, a resolution committing additional local funds is required. This resolution amends Resolution No. R2025-01 in order to commit an additional \$11,980 from local funds for the CDBG Annalea Neighborhood Improvement Project. These additional funds are necessary for the following additional professional services:

Services	Amount
Sulfate Testing	\$8,160
Subsurface Utility Engineering	\$3,820
Total	\$11,980

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Committing Additional Local Funds

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING RESOLUTION NO. R2025-01 IN ORDER TO COMMIT ADDITIONAL LOCAL FUNDS IN THE AMOUNT NOT TO EXCEED ELEVEN THOUSAND NINE HUNDRED EIGHTY AND NO/100 DOLLARS (\$11,980.00) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNALEA NEIGHBORHOOD IMPROVEMENTS PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Friendswood desires to develop a viable community, including decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, on January 6, 2025, the City Council passed Resolution No. R2025-01 committing local funds for the Community Development Block Grant ("CDBG")/Texas General Land Office ("GLO") State Contract No. 24-065-030-E485, for engineering services associated with the Ground Storage Tank at Groundwater Plant 4 Project and the Annalea Neighborhood Improvements Project (collectively the "Projects"); and

WHEREAS, the engineering costs associated with the Annalea Neighborhood Improvements Project exceed (i) the budget allowances for engineering services under the CDBG/GLO State Contract No. 24-065-030-E485 and (ii) the local funds committed pursuant to Resolution No. R2025-01; and

WHEREAS, the City Council desires to amend Resolution No. R2025-01 to include additional local funds in the following amount for the Annalea Neighborhood Improvements Project:

Services	Amount
Sulfate Testing	\$8,160.00
Subsurface Utility Engineering	\$3,820.00
Total Additional Local Funds Committed	\$11,980.00

NOW THEREFORE,

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby adopted, ratified, and confirmed.

Section 2. That Section 2 of Resolution No. R2025-01 is hereby amended to read as follows:

Section 2. That the City commits up to SIXTY-FIVE THOUSAND SIX HUNDRED FORTY-SIX AND 34/100 DOLLARS (\$65,646.34) from local funds for the engineering costs associated with the Ground Storage Tank at

Groundwater Plant 4 Project and the Annalea Neighborhood Improvements Project under CDBG/GLO Contract No. 24-065-030-E485.

Section 3. That Section 4 of Resolution No. R2025-01 is hereby amended to read as follows:

Section 4. That with these additional funds, combined with the CDBG/GLO Grant funds, the City's professional services contract with Garver, LLC, shall not exceed TWO HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED FOURTEEN AND NO/100 DOLLARS (\$298,614.00) for the Ground Storage Tank at Groundwater Plant 4 Project; and the City's professional services with WSB, LLC, shall not exceed THREE HUNDRED FORTY-ONE THOUSAND TWO HUNDRED TWO AND 34/100 DOLLARS (\$341,202.34) for the Annalea Neighborhood Improvements Project.

Section 5. This resolution shall take effect immediately from and after its passage by the City Council of the City of Friendswood.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 8th day of September, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/18/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the purchase of emergency medical supplies from Life Assist Inc., and Bound Tree Medical, LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract Nos. 698-23 and 704-23.

Originating Department: Emergency Services Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Council approved the purchase of medical supplies and pharmaceuticals for the City of Friendswood's Emergency Medical Services (EMS) in the City's FY 2025-2026 budget. EMS estimates the purchase of said supplies from the following Texas Local Government Purchasing Cooperative (BuyBoard) contract and vendors:

Vendor	BuyBoard Contract No.	Amount Not to Exceed
Life Assist Inc.	698-23 & 704-23	\$85,000
Bound Tree Medical, LLC	704-23	\$70,000
	Total Amount:	\$155,000

These two vendors provide the medical, dental, and ambulatory supplies, and pharmaceuticals required by emergency units to operate effectively. These supplies are critical in the day-to-day field operations of Friendswood EMS and will be purchased as needed throughout the year, which in total will not exceed \$155,000.

BuyBoard is a Texas Local Government Purchasing Cooperative that provides public agencies the opportunity to comply with bidding requirements by utilizing their bid process. Agencies that utilize BuyBoard contracts also receive a 2% rebate on all purchases and also save administrative costs by alleviating the bid process.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Government Code Verification Form - Life Assist



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, Michelle Honor, the undersigned representative of Life-Assist, Inc (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

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

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

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

EXECUTED this the 2nd day of September, 202025.

Life-Assist, Inc.

Company Name

Signature

Michelle Honor

Printed Name/Title

STATE OF TEXAS §
COUNTY OF HARRIS §

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

Given under my hand and seal of office this _____ day of _____, 20____.

See Attached -WA

Notary Public in and for the State of Texas

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me on

this 2nd day of September, 20 25,

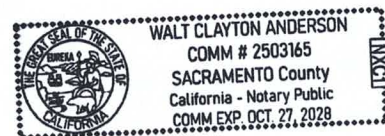
by Michelle Honor

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



(Seal)



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/18/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing a Memorandum of Renewal of the Fire and Rescue Services Agreement with the Friendswood Volunteer Fire Department for the second one-year extension term.

Originating Department: Emergency Services Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes a Memorandum of Renewal of the Fire and Rescue Services Agreement (the "Agreement") with the Friendswood Volunteer Fire Department, Inc., for the second one-year extension term. The original 2019 Agreement was for a term of five (5) years and expires on September 30, 2024. However, the Agreement afforded the parties the ability to extend the Agreement for two (2) one-year terms. The proposed Memorandum of Renewal extends the Agreement for a second one-year extension term. The amount of \$1,180,395 is budgeted for FY 2026.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Fire and Rescue services is a vital part of our community. FVFD has provided fire service since 1951.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. FVFD Agreement
2. FVFD- Form 1295
3. FVFD- Texas Gov't Code Verifications

**MEMORANDUM OF RENEWAL
OF THE
FIRE AND RESCUE SERVICES AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, on September 30, 2019, the City of Friendswood (the "CITY") entered into the Fire and Rescue Services Agreement (the "Agreement") with the Friendswood Volunteer Fire Department, Inc. (the "FVFD") after issuing a request for proposals for such services; and

WHEREAS, Article IX of the Agreement specifies that the Agreement is for an initial term of five (5) years, which commenced on October 1, 2019, and ends on September 30, 2024; and

WHEREAS, the Agreement provides that it may be extended for two (2) one-year terms upon the mutual agreement of the CITY and the FVFD; and

WHEREAS, on September 9, 2024, the FVFD and the CITY executed the first Memorandum of Renewal, extending the Agreement until October 1, 2025 ("First Renewal Memorandum"); and

WHEREAS, the FVFD and the CITY wish to extend the Agreement for the final one-year period, commencing on October 1, 2025, and ending on September 30, 2026, contingent upon the appropriation of funds by the City Council of the City of Friendswood and the terms of this Memorandum of Renewal (the "Second Renewal Memorandum"); and

WHEREAS, the appropriations pursuant to this Second Renewal Memorandum for the above-referenced renewal period are ONE MILLION ONE HUNDRED EIGHTY THOUSAND THREE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$1,180,395.00);

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Second Renewal Memorandum shall have the same meanings as in the First Renewal Memorandum and the Agreement.
2. Renewal. Contingent upon the City Council appropriating sufficient funds to pay the annual obligation of this Second Renewal Memorandum, the FVFD and the CITY hereby renew the Agreement for a one-year term commencing on October 1, 2025, and ending on September 30, 2026. The renewal evidenced by this Second Renewal Memorandum shall be under the same terms and conditions as expressed in the Agreement, except as otherwise provided in Section 3 hereinbelow.

3. Amendment.

- a. All references to the "Fire Marshal" referenced in the First Renewal Memorandum and the Agreement shall be replaced with a reference to the "Director of Emergency Services," including, but not limited to those references in the following sections:
- (1) VII "Disaster Response Management,"
 - (2) XVIII "Insurance and Indemnity," Subsection (e), and
 - (3) XXX "Miscellaneous," Subsection (c).
- b. Section XIV "Payment by City for Fire and Rescue Services" of the Agreement is hereby amended as follows:

XIV.

Payment by City for Fire and Rescue Services

In consideration of the performance of the Services described herein, CITY shall pay FVFD an annual contract value (ACV) in equal quarterly payments due October 15, January 15, April 15 and July 15 of each CITY fiscal year.

For the second renewal term, the ACV shall be equal to the following:

Description	ACV
Personnel Costs	
Professional	\$19,760
Labor	\$540,240
Admin Opex	\$22,828
Recruiting/Retention	\$21,060
Non-Personnel Costs	
Corp Insurance	\$80,213
Facilities	\$19,665
IT-Internet/TV/Telephone	\$14,635
Radio	\$11,246
Public	\$3,623
Other	\$50,593
Fire Opex	\$371,532
Total	\$1,155,395

- c. Section XV "Operational Replacement Program and Program Changes" of the Agreement is hereby amended to read as follows:

XV.

Operational Replacement and Program Changes

The Operational Replacement and Program Changes will consist of the following items in FY2025-26, which are in addition to those included in FY2024-25. The payments will be made by the City to FVFD in quarterly payments as follows:

Description	FY 2025-26
Bullard BUL QXT Thermal imagers	\$9,500

Description	FY 2025-26
Boat R ONE Series 16-foot Inflatable Rescue Boat	\$2,500
LifePak CR2 Automatic External Defibrillators (AEDs)	\$2,000
Fire Attack Hose	\$5,000
Duty Officer Stipend	\$6,000
Total	\$25,000

4. Conflicts. The provisions of this Second Renewal Memorandum and the provisions of the First Renewal Memorandum and the Agreement should be read together and construed as one agreement, provided that, in the event of any conflict or inconsistency between the provisions of this Second Renewal Memorandum and the provisions of the First Renewal Memorandum and/or the Agreement, the provisions of this Second Renewal Memorandum shall control.
5. Entire Agreement. This Second Renewal Memorandum, the First Renewal Memorandum, and the Agreement replace and supersede all prior agreements for Emergency Medical Services by and among the CITY and the FVFD and supersede all prior written and oral statements; and no representation, statement, or condition or warranty not contained in such documents is binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal Memorandum in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement, this the 9th day of September, 2025, the date of signature by the City Manager.

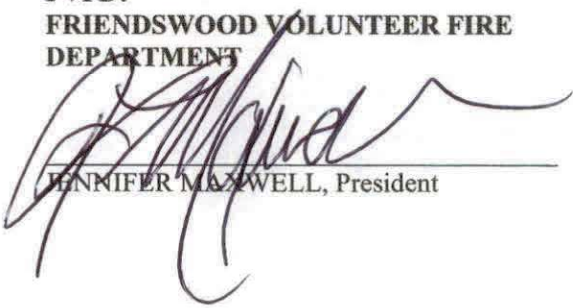
CITY:
CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

RAQUEL MARTINEZ, City Secretary

FVFD:
FRIENDSWOOD VOLUNTEER FIRE
DEPARTMENT



JENNIFER MAXWELL, President

STATE OF TEXAS

COUNTY OF GALVESTON

§
§
§

Before me, Sharell Grant, the undersigned notary public, on this day personally appeared Jennifer Maxwell, in her capacity as President of the Friendswood Volunteer Fire Department, Inc., on behalf of such corporation,

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

(check one)

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

Given under my hand and seal of office this 2nd day of September, 2025.

Sharell Grant
Notary Public in and for the State of
Texas



My commission expires: 6/17/2028

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/18/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Memorandum of Understanding with Collaborative Operations for Regional Emergencies (C.O.R. E. Institute) for communication, coordination and resource sharing.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

C.O.R.E. Institute is a Texas nonprofit corporation that is a regional coordination body dedicated to improving emergency preparedness and response through collaboration, innovation, and secure information sharing. The purpose of the proposed Memorandum of Understanding ("MOU") is to formalize the collaboration between the C.O.R.E. Institute ("CORE") and the City to enhance coordination, communication, and operational response across all sectors — before, during, and after regional emergencies and critical incidents. This partnership is intended to strengthen regional resiliency through unified planning, information sharing, and mutual support.

There is no cost to the City for participation in this collaboration effort with CORE. The MOU is for a term of one year and automatically renews, unless it is earlier terminated by either party by giving 30 days written notice of termination to the other party. The MOU is not binding but reflects the good-faith intentions of the parties.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. CoF CORE MOU
2. TABI GCV Notarized
3. Form 1295

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made this 8th day of September, 2025, by and between:

The C.O.R.E. Institute, a regional coordination body dedicated to improving emergency preparedness and response through collaboration, innovation, and secure information sharing (hereinafter referred to as "CORE"), and

The City of Friendswood, located at Galveston County, Friendswood, TX (hereinafter referred to as "Partner").

CORE and Partner are hereinafter collectively referred to as "the Parties."

1. DEFINITIONS

- "C.O.R.E. Net" refers to the secure communications platform maintained by CORE.
- "C.O.R.E. Train" refers to all CORE facilitated education, training, and simulation offerings.
- "C.O.R.E. HISSN" refers to participation in the CORE Homeland Security Information Network confidential system and emergency management simulations.
- "Partner" refers to the undersigned participating entity entering into this MOU with CORE.

2. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to formalize the collaboration between the C.O.R.E. Institute ("CORE") and the Partner to enhance coordination, communication, and operational response across all sectors — before, during, and after regional emergencies and critical incidents. This partnership is intended to strengthen regional resiliency through unified planning, information sharing, and mutual support.

3. AREAS OF COOPERATION

The Parties agree to collaborate in the following areas:

- a. Development and sharing of emergency response protocols and training;
- b. Participation in CORE's secure information-sharing network (C.O.R.E. Net);
- c. Engagement in tabletop exercises and full-scale response simulations;
- d. Mutual support in response operations, including shared use of facilities, personnel, and communication resources when applicable;
- e. Integration of Partner operations into CORE's Common Operating Picture platform to support situational awareness; and
- f. Joint development of community outreach and preparedness strategies.

4. ROLES AND RESPONSIBILITIES

CORE agrees to:

- Coordinate regional efforts across public, private, and nonprofit sectors;

- Facilitate multi-jurisdictional emergency management planning and exercises;
- Provide access to secure tools such as C.O.R.E. Net, C.O.R.E. Train and C.O.R.E. HSN; and
- Maintain communication protocols to support real-time collaboration and CJIS-/NIST-compliant data sharing.

Partner agrees to:

- Assign liaisons to represent the agency in CORE initiatives;
- Participate in joint planning, training, and response activities;
- Support continuity of operations planning and data-sharing in accordance with applicable laws and internal policies; and
- Provide operational insight and feedback for ongoing improvement of CORE resources and infrastructure.

However, the Parties expressly understand and agree that any information provided by the Partner shall be used solely by CORE in furtherance of the above-referenced areas of cooperation and may be disseminated only as approved by the Partner's representative, as such information provided may be considered critical infrastructure of the Partner.

5. IMPLEMENTATION & GOVERNANCE

- Each Party shall designate a primary point of contact to coordinate activities under this MOU.
- Parties will meet at least twice annually (virtually or in person) to review progress, identify areas for enhancement, and align initiatives.
- Collaborative projects may include, but are not limited to, response coordination, drills, or policy development.

6. TERM AND TERMINATION

This MOU shall take effect on the date of the last signature and remain in effect for one (1) year, automatically renewable annually unless terminated by either Party with thirty (30) days' written notice.

7. MODIFICATION

This MOU may be modified only by written agreement signed by both Parties.

8. NON-BINDING UNDERSTANDING

Except for the confidentiality provision contained in Section 4, this MOU does not constitute a legally binding agreement but reflects the good- faith intentions of both Parties to cooperate in the areas outlined above.

9. COMPLIANCE

Both Parties agree to comply with all applicable federal, state, and local laws, including data protection and security regulations.

10. SIGNATURES

IN WITNESS WHEREOF, the Parties execute this Memorandum of Understanding as of the dates below.

For C.O.R.E. Institute For the City of Friendswood



RJ Boatman
Chairman of the Board

Mike Forman
Mayor of Friendswood

Date: September 8, 2025 Date: September 8, 2025

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/25/2025

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider authorizing the purchase of twenty (20) mobile terminal units with all related appurtenances from CDW Government for the Friendswood Police Department using DIR Contract No. DIR-CPO-4547.

Originating Department: Finance

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

This item authorizes the purchase of twenty (20) mobile terminal units with all related appurtenances from CDW Government for the Friendswood Police Department using DIR Contract No. DIR-CPO-4547. The total cost of this purchase is \$131,511.20 and will be paid out of the City's General Fund Balance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Provides computer functionality to ensure operations continue and City emergency services and police expectations are met.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. MDT Quote



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

TERRY PRINDLE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PNGX173	7/30/2025	GETAC (20)	2743105	\$131,511.20

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
GETAC S510 U7 155U+ 512 32G W11P Mfg. Part#: SU4N3CHASSFX Contract: TXDIR - Getac Security Monitoring DIR-CPO-4547 (DIR-CPO-4547)	20	8454922	\$4,436.64	\$88,732.80
GETAC BUMPER TO BUMPER+EXT WTY-SEMI Mfg. Part#: GE-SVSRNFX5Y Electronic distribution - NO MEDIA Contract: TXDIR - Getac Security Monitoring DIR-CPO-4547 (DIR-CPO-4547)	20	3695314	\$571.55	\$11,431.00
GETAC S510 VEHICLE DOCK W PORT REPL Mfg. Part#: 5433GA890501 Contract: TXDIR - Getac Security Monitoring DIR-CPO-4547 (DIR-CPO-4547)	20	8244158	\$680.00	\$13,600.00
LIND - power adapter - DC DC Adapter - 120 Watt Mfg. Part#: 590GBL000515 Contract: TXDIR - Getac Security Monitoring DIR-CPO-4547 (DIR-CPO-4547)	20	6913971	\$173.37	\$3,467.40
Absolute Resilience - subscription license (5 years) - 1 license Mfg. Part#: 590GBL001298 Electronic distribution - NO MEDIA Contract: TXDIR - Getac Security Monitoring DIR-CPO-4547 (DIR-CPO-4547)	20	8300894	\$168.33	\$3,366.60
GETAC VEH MOUNTING KITS 7160-0178 Mfg. Part#: 590GBL000147 Contract: TXDIR - Getac Security Monitoring DIR-CPO-4547 (DIR-CPO-4547)	20	6081196	\$91.96	\$1,839.20
GETAC UNIVERSAL VERTICAL BASE Mfg. Part#: 590GBL000559 Contract: TXDIR - Getac Security Monitoring DIR-CPO-4547 (DIR-CPO-4547)	20	7808444	\$77.22	\$1,544.40

QUOTE DETAILS (CONT.)**[GETAC MONGOOSE 9 XLE MOTION MNT](#)**

20

8455167

\$376.49

\$7,529.80

Mfg. Part#: 590GBL001512

Contract: TXDIR - Getac Security Monitoring DIR-CPO-4547
(DIR-CPO-4547)**SUBTOTAL** \$131,511.20**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$131,511.20****PURCHASER BILLING INFO****Billing Address:**CITY OF FRIENDSWOOD
ACCOUNTS PAYABL
PO BOX 1288
FRIENDSWOOD, TX 77549-1288**Phone:** (281) 996-3217**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**CITY OF FRIENDSWOOD
IT DEPARTMENT
910 S FRIENDSWOOD DR
IT DEPT
FRIENDSWOOD, TX 77546-4856**Shipping Method:** DROP SHIP-GROUND**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Eddie Forsythe** | (877) 501-2975 | eddie.forsythe@cdwg.com**Need Help?****My Account****Support****Call 800.800.4239**[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/19/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the purchase of a new Teens' Playground at Centennial Park from fun abounds, inc., through the Texas Local Government Purchasing Cooperative (BuyBoard).

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to approve the purchase of a new Teens' Playground at Centennial Park. Attached is the BuyBoard quote from Fun Abounds in the amount of \$122,604. The City has received \$60,000 from the HTX soccer group to support this project, and are requesting the remaining \$62,604 be allocated from the Park Land Dedication Fund 164.

Additionally, there is a budget amendment scheduled for the September 8th Council meeting to transfer the \$60,000 contribution into the appropriate fund accounts.

The City of Friendswood is a member of the Texas Local Government Purchasing Cooperative (BuyBoard), which was created to increase the purchasing power of governmental entities and simplify their purchasing of needed equipment and services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. BuyBoard Agreement - fun abounds - 679-22
2. First Renewal - fun abounds, inc.
3. Second Renewal - fun abounds, inc.
4. Supplemental Agreement
5. fun abounds BuyBoard Quote
6. Playground Photo
7. Layout of Playground
8. Centennial Park Teens Playground Proposal Package

August 4, 2022

Sent Via Email: ellie@fabplaygrounds.com

Ellie Lykins
Fun Abounds, Inc.
114 Venice Street
Sugar Land, TX 77478

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 679-22, Parks and Recreation Equipment, Products, and Installation Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 10/01/2022 through 9/30/2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 679-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Parks and Recreation
Equipment, Products, and Installation Services

Proposal Due Date/Opening Date and Time:
April 28, 2022, at 4:00 PM

Proposal Invitation Number: 679-22

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: October 1, 2022, through
September 30, 2023, with two possible one-year
renewals.

Anticipated Cooperative Board Meeting Date:
August 2022

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

fun abounds, Inc.

Name of Proposing Company

03-29-2022

Date

114 Venice Street

Street Address

Ellie Lykins

Signature of Authorized Company Official

Sugar Land

City, State, Zip

Ellie Lykins

Printed Name of Authorized Company Official

281-733-0516

Telephone Number of Authorized Company Official

Office Director

Position or Title of Authorized Company Official

281-265-0043

Fax Number of Authorized Company Official

36-4766562

Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: EL



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: EL



RESIDENT /NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

fun abounds, Inc.

Company Name

Sugar Land

City

114 Venice Street

Address

TX

State

77478

Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☒ No

Initial: EL



NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: EL



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (✓) all that apply:

☒ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business** ☒ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: 17-7-11596

Name of Certifying Agency: City of Houston

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: EL



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: EL



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

BuyBoard accepted deviations.

- ☐ **No;** Deviations
☒ **Yes;** Deviations

List and fully explain any deviations you are submitting:

We will be servicing portions of Texas, depending on Vendor

Initial: EL



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: EL



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Price lists are confidential as well as answers within this contract

(Attach additional sheets if needed.)

Initial: EL



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☐

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☒

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: Price Lists

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: EL



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial:



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial:



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: EL



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: EL



COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

fun abounds, Inc.

Company Name

Ellie Lykins

Signature of Authorized Company Official

Ellie Lykins, Office Director

Printed Name and Title

03-29-2022

Date



PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: fun abounds, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 36-4766562
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

fun abounds, Inc.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. fun abunds, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 114 Venice Street	Requester's name and address (optional)
6 City, state, and ZIP code Sugar Land, TX 77478	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
3	6		-	4	7	6	6	5	6
								2	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Leigh Walden</i>	Date ► 01/20/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 2,434,443.00. (The period of the 12-month period is 01/2021 / 12/2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	Y		Playground Equipment
4. Sourcewell (NJPA)	Y		Playground Equipment
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N	Y - 2014-2019	Playground Equipment
7. Choice Partners	N	Y - 2014-2019	Playground Equipment
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	Y	EPIC6 & GoodBuy	Playground Equipment

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 7

Proposed Discount (%): 7

Explanation: Maintaining previous discount %



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. See attached page for references					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

Yes, if multiple parks are ordered at the same time.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



Governmental References

1. City of Sugar Land - William Hajdik - 281-275-2352 - whajdik@sugarlandtx.gov - 7% - \$115,000
2. Fort Bend County Parks & Rec - Darren McCarthy - 832-595-3960 - darren.mccarthy@fortbendcountytx.gov - 7% - \$130,000
3. City of Victoria - Jason Alfaro - jalfaro@victoriatx.gov - 7%
4. City of Gonzales - Ralph Camarillo - [\(830\) 263-2145](tel:(830)263-2145) - rcamarillo@gonzales.texas.gov - 7% - \$100,000
5. Manor ISD - Armando Tinoco - 512-468-8785 - armando.jaimestinoco@manorisd.net - 7% - \$1M

About fun abounds

Your local playground representative

fun abounds, established in 2007 to serve the park and recreation needs of Houston and Southeast Texas, is passionate about bringing a higher level of play to the communities we serve. We proudly represent some of the industry's top manufacturers that are known for quality and innovation, including BCI Burke Playgrounds, Berliner, ID Sculptures, USA Shade, MyTCoat Site Amenities, StayFit Fitness and Trek Fit. For site planning, general contracting and installation, we've partnered with the area's best crew led by Tom Driscoll at Premier Outdoor Installation. Tom and his team match the passion that we have for play and together we focus on customer satisfaction.



"creating playground memories filled with fun"



Our commitment to you

fun abounds is here every step of the way to make certain that your playspace is everything you dreamed. From site analysis to design and installation to maintenance, our entire team is committed to excellence throughout each project and beyond. We are passionate about play and look forward to "creating playground memories filled with fun" for your community.



TEXAS REGIONAL SERVICE DESIGNATION

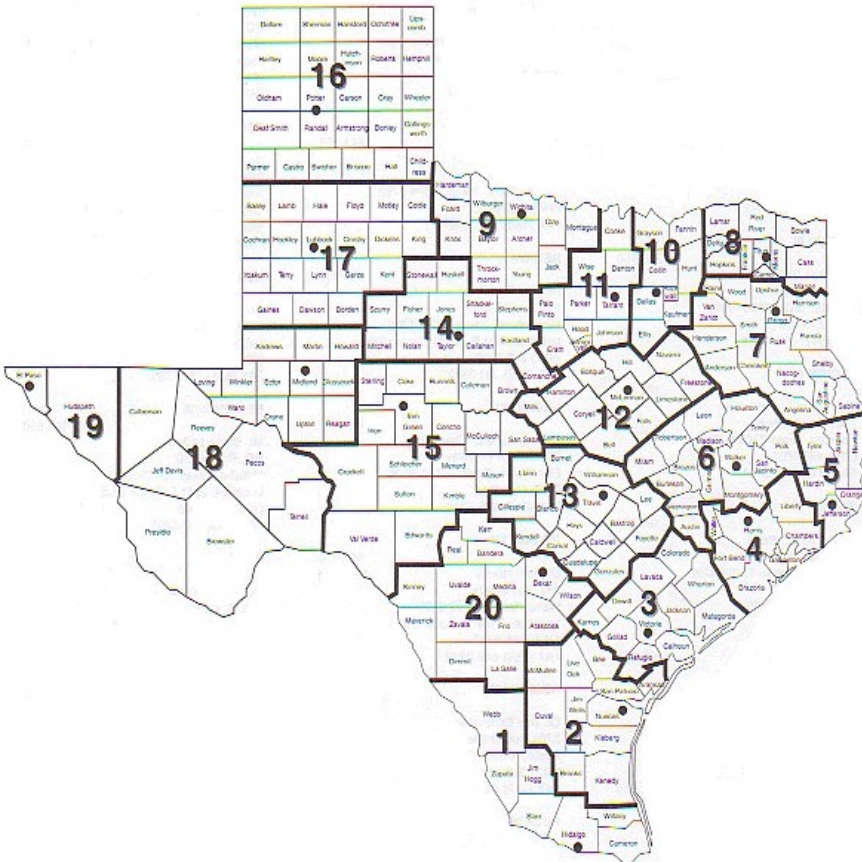
This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** *By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers

Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio





STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

fun abounds, Inc.
Name of Vendor

679-22
Proposal Invitation Number

Ellie Lykins
Signature of Authorized Company Official

Ellie Lykins
Printed Name of Authorized Company Official

04/22/22
Date



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
N/A		



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13



4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13



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8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13



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12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

SEE ATTACHED DOCUMENT FOR ANSWERS 1-13



Proposal Invitation Questionnaire (Form S) Responses

- 1.) fun abounds has been in business since 2006. fun abounds is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.
- 2.) fun abounds has been installing splashparks and playground equipment since 2006. We have a partnership with POI, Inc who has been the certified installer for our product lines since 2006. These projects have ranged from installation of site amenities to splashparks, playgrounds, surfacing, and shade structures.
 - A. Ethel Lee Tracy Park, included installation of splashpark, 462,000, City of Victoria, Danielle Williams
 - B. Friendswood Dog Park, included installation of Dog Park, shade Structures, site amenities, and fencing, 90,000, City of Friendswood, James Toney
 - C. Rose Garden Park, included installation and removal of lighting and vinyl arbor, 83,000, City of Victoria, Danielle Williams
- 3.) fun abounds has been performing this work for 13 years. Any of our staff, depending on territory, are available to assist the contract as well as our inside office staff, and installers.
- 4.) fun abounds currently operates this as well. We have worked with many architects on projects as well as engineers. We have relationships with multiple architects and engineers as well as the ability to work with any on staff engineers the client may have.
- 5.) fun abounds provides the following: design services, CAD services, project management services, and billing.
- 6.) fun abounds will identify ourselves as a BuyBoard member on our website as well as at all tradeshow we attend. We will identify ourselves as BuyBoard members on any email blasts and webinars also.
- 7.) fun abounds currently carries general liability insurance, 2,000,000/occurrence and 2,000,000/aggregate, workers comp and auto policy. Our bonding capacity is 1,000,000 . We also have a line of credit with availability. POI (fun abounds installer) also carries the same as well as worker's comp. None of the officer's or

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114 Venice, Sugar Land, TX. 77478

Main 855-226-8637 / Fax 281-265-0043

owner's or anyone in the company has been a debtor party to bankruptcy, receivership, or insolvency proceedings.

8.) None

9.) None

10.) None

11.) Fun abounds installers including the President and one other sales rep are CPSI certified. The other reps will attend the class in the upcoming months. We also have a relationship with a third party inspector that can assist on projects

12.) CNA Surety Company

13.) None



VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☒ Reviewed/Completed: **Proposal Acknowledgements**
- ☒ Reviewed/Completed: **Felony Conviction Disclosure**
- ☒ Reviewed/Completed: **Resident/Nonresident Certification**
- ☒ Reviewed/Completed: **Debarment Certification**
- ☒ Reviewed/Completed: **Vendor Employment Certification**
- ☒ Reviewed/Completed: **No Boycott Verification**
- ☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☒ Reviewed/Completed: **Deviation and Compliance**
- ☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☒ Reviewed/Completed: **Confidential/Proprietary Information**
- ☒ Reviewed/Completed: **EDGAR Vendor Certification**
- ☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ Reviewed/Completed: **Vendor Business Name**
- ☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Reviewed/Completed: **Governmental References**
- ☒ Reviewed/Completed: **Company Profile**
- ☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
- ☒ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☒ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** (*Optional*)

- ☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and Manufacturer Authorization Letters must be submitted with the Proposal or the Proposal will not be considered.*



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Section I: Park Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
2. Discount (%) off catalog/pricelist for **Park and Playground Sports Equipment.**
3. Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).
4. Discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories.**
5. Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products.**
6. Discount (%) off catalog/pricelist for **Park and Playground Bikes.**
7. Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations.**
8. Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories.**
9. Discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories.**
10. Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories.**
11. Discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment).
12. Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories.**
13. Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories.**
14. Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings).
15. Discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics).
17. Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members).
18. Discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.**

Section II: Repair/Replacement Parts

19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**



PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32**.

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Section III: Installation and Repair Service for Park and Playground Equipment and Products -

20. **Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products** – Not to Exceed labor rate for Installation/Repair Service of Equipment and Products.
21. Discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).
22. **Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
23. **Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
24. **Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
25. **Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
26. **Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
27. **Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
28. **Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
29. **Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
30. **Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
31. **Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
32. **Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

fun abounds Information

Address: 130 Venice
Sugar Land, TX 77478
Phone: (281) 793-8002
Fax: (281) 265-0043
Web Address: www.fabplaygrounds.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Ellie Lykins

Signature

Submitted at 4/27/2022 10:23:06 AM

ellie@fabplaygrounds.com

Email

Requested Attachments

BuyBoard Proposal Invitation No. 679-22 Parks and Recreation Equipment, Products, and Installation Services

Proposal-No-679-22 - fun abounds.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Company Profile

About Us updated 2022.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W-9 2022.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

ALL PRICE LISTS 2022 COMBINED.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Combined Authorization Letters - 2022.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Bid Attributes

1 Federal Identification Number

Federal Identification Number

36-4766562

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7	Women Owned Business Women Owned Business ☒ Women Owned Business (Yes)
8	Service-Disabled Veteran Owned Business Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ Service-Disabled Veteran Owned Business (Yes)
9	Certification Number Certification Number 17-7-11596
10	Name of Certifying Agency Certifying Agency City of Houston
11	Non-MWBE/HUB My company has NOT been certified as a MWBE/HUB ☐ Non-HUB (Yes)
12	Vendor General Contact Information Proposal/Contract General Contact Information
13	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name Ellie Lykins
14	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address ellie@fabplaygrounds.com
15	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 114 Venice Street
16	Vendor Proposal/Contact Mailing Address - City Vendor Proposal/Contact Mailing Address - City Sugar Land
17	Vendor Proposal/Contact Mailing Address - State Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
18	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code 77478

19	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 281-733-0516
20	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number No response
21	Company Website Company Website (www.XXXXX.com) www.fabplaygrounds.com
22	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: • I will use the internet to receive Purchase Orders at the following address Yes
23	Purchase Order E-mail Address Purchase Order E-mail Address orders@fabplaygrounds.com
24	Purchase Order Contact Name Purchase Order Contact Name Ellie Lykins
25	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) 281-733-0516
26	Purchase Order Contact Extension Number Purchase Order Contact Extension Number No response
27	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address No response
28	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name No response

29	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) No response
30	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number No response
31	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. Yes
32	Request for Quotes (â€œRFQâ€œ) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
33	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address orders@fabplaygrounds.com
34	Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name Ellie Lykins
35	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 281-733-0516
36	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number No response
37	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address No response
38	Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name No response

39	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) No response
40	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number No response
41	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
42	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> Service fee invoices and notices direct to company
43	Invoice Company Name Invoice Company Name fun abunds, Inc.
44	Invoice Company Department Name Invoice Company Department Name Accounting
45	Invoice Contact Name Invoice Contact Name Ellie Lykins
46	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 114 Venice Street
47	Invoice Mailing Address - City Invoice Mailing Address - City Sugar Land

48	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) TX
49	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 77478
50	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 281-733-0516
51	Invoice Contact Extension Number Invoice Contact Extension Number No response
52	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) No response
53	Invoice Contact E-mail Address Invoice Contact E-mail accounting@fabplaygrounds.com
54	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address No response
55	Billing Agent Company Name Billing Agent Company Name No response
56	Billing Agent Department Name Billing Agent Department Name No response
57	Billing Agent Contact Name Billing Agent Contact Name No response
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) No response
59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City No response

60	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) No response
61	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code No response
62	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) No response
63	Billing Agent Contact Extension Number Billing Agent Contact Extension Number No response
64	Billing Agent Fax Number Billing Agent Fax Number No response
65	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address No response
66	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address No response
67	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Common Carrier
68	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> 30 days
69	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number Estimate
70	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. No Returns

7 1	Electronic Payments Are electronic payments acceptable to your company? Yes
7 2	Credit Card Payments Are credit card payments acceptable to your company? Yes
7 3	Texas Regional Service Designation Texas Regional Service Designation - Refer to Form in Proposal Invitation The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i> Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
7 4	Company Name Company Name fun abounds, Inc.
7 5	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. Select Regions
7 6	Region 1 Region 1 - Edinburg ☒ Region 1 (1)
7 7	Region 2 Region 2 - Corpus Christi ☒ Region 2 (2)
7 8	Region 3 Region 3 - Victoria ☒ Region 3 (3)
7 9	Region 4 Region 4 - Houston ☒ Region 4 (4)
8 0	Region 5 Region 5 - Beaumont ☒ Region 5 (5)

8 1	Region 6 Region 6 - Huntsville ☒ Region 6 (6)
8 2	Region 7 Region 7 - Kilgore ☒ Region 7 (7)
8 3	Region 8 Region 8 - Mount Pleasant ☐ Region 8 (8)
8 4	Region 9 Region 9 - Wichita Falls ☐ Region 9 (9)
8 5	Region 10 Region 10 - Richardson ☐ Region 10 (10)
8 6	Region 11 Region 11 - Fort Worth ☐ Region 11 (11)
8 7	Region 12 Region 12 - Waco ☐ Region 12 (12)
8 8	Region 13 Region 13 - Austin ☒ Region 13 (13)
8 9	Region 14 Region 14 - Abilene ☐ Region 14 (14)
9 0	Region 15 Region 15 - San Angelo ☒ Region 15 (15)
9 1	Region 16 Region 16 - Amarillo ☐ Region 16 (16)
9 2	Region 17 Region 17 - Lubbock ☐ Region 17 (17)

9 3	Region 18 Region 18 - Midland ☒ Region 18 (18)
9 4	Region 19 Region 19 - El Paso ☒ Region 19 (19)
9 5	Region 20 Region 20 - San Antonio ☒ Region 20 (20)
9 6	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
9 7	Company Name Company Name fun abounds, Inc.
9 8	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. I will not serve all states in the United States
9 9	Alabama Alabama ☐ Alabama (AL)
1 0 0	Alaska Alaska ☐ Alaska (AK)
1 0 1	Arizona Arizona ☐ Arizona (AZ)

1 0 2	Arkansas Arkansas ☐ <i>Arkansas (AR)</i>
1 0 3	California California (Public Contract Code 20118 & 20652) ☐ <i>California (CA)</i>
1 0 4	Colorado Colorado ☐ <i>Colorado (CO)</i>
1 0 5	Connecticut Connecticut ☐ <i>Connecticut (CT)</i>
1 0 6	Delaware Delaware ☐ <i>Delaware (DE)</i>
1 0 7	District of Columbia District of Columbia ☐ <i>District of Columbia (DC)</i>
1 0 8	Florida Florida ☐ <i>Florida (FL)</i>
1 0 9	Georgia Georgia ☐ <i>Georgia (GA)</i>
1 1 0	Hawaii Hawaii ☐ <i>Hawaii (HI)</i>
1 1 1	Idaho Idaho ☐ <i>Idaho (ID)</i>
1 1 2	Illinois Illinois ☐ <i>Illinois (IL)</i>
1 1 3	Indiana Indiana ☐ <i>Indiana (IN)</i>

1 1 4	Iowa Iowa ☐ <i>Iowa (IA)</i>
1 1 5	Kansas Kansas ☐ <i>Kansas (KS)</i>
1 1 6	Kentucky Kentucky ☐ <i>Kentucky (KY)</i>
1 1 7	Louisiana Louisiana ☐ <i>Louisiana (LA)</i>
1 1 8	Maine Maine ☐ <i>Maine (ME)</i>
1 1 9	Maryland Maryland ☐ <i>Maryland (ME)</i>
1 2 0	Massachusetts Massachusetts ☐ <i>Massachusetts (MA)</i>
1 2 1	Michigan Michigan ☐ <i>Michigan (MI)</i>
1 2 2	Minnesota Minnesota ☐ <i>Minnesota (MN)</i>
1 2 3	Mississippi Mississippi ☐ <i>Mississippi (MS)</i>
1 2 4	Missouri Missouri ☐ <i>Missouri (MO)</i>
1 2 5	Montana Montana ☐ <i>Montana (MT)</i>

1 2 6	Nebraska Nebraska ☐ <i>Nebraska (NE)</i>
1 2 7	Nevada Nevada ☐ <i>Nevada (NV)</i>
1 2 8	New Hampshire New Hampshire ☐ <i>New Hampshire (NH)</i>
1 2 9	New Jersey New Jersey ☐ <i>New Jersey (NJ)</i>
1 3 0	New Mexico New Mexico ☐ <i>New Mexico (NM)</i>
1 3 1	New York New York ☐ <i>New York (NY)</i>
1 3 2	North Carolina North Carolina ☐ <i>North Carolina (NC)</i>
1 3 3	North Dakota North Dakota ☐ <i>North Dakota (ND)</i>
1 3 4	Ohio Ohio ☐ <i>Ohio (OH)</i>
1 3 5	Oklahoma Oklahoma ☐ <i>Oklahoma (OK)</i>
1 3 6	Oregon Oregon ☐ <i>Oregon (OR)</i>
1 3 7	Pennsylvania Pennsylvania ☐ <i>Pennsylvania (PA)</i>

1 3 8	Rhode Island Rhode Island ☐ <i>Rhode Island (RI)</i>
1 3 9	South Carolina South Carolina ☐ <i>South Carolina (SC)</i>
1 4 0	South Dakota South Dakota ☐ <i>South Dakota (SD)</i>
1 4 1	Tennessee Tennessee ☐ <i>Tennessee (TN)</i>
1 4 2	Texas Texas ☒ Texas (TX)
1 4 3	Utah Utah ☐ <i>Utah (UT)</i>
1 4 4	Vermont Vermont ☐ <i>Vermont (VT)</i>
1 4 5	Virginia Virginia ☐ <i>Virginia (VA)</i>
1 4 6	Washington Washington ☐ <i>Washington (WA)</i>
1 4 7	West Virginia West Virginia ☐ <i>West Virginia (WV)</i>
1 4 8	Wisconsin Wisconsin ☐ <i>Wisconsin (WI)</i>
1 4 9	Wyoming Wyoming ☐ <i>Wyoming (WY)</i>

Bid Lines

1 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 3

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ID Sculpture

Alternate 4

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

fun abounds - Playground Equip

Alternate 5

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Trekfit

Alternate 6

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Percussion Play

Alternate 7

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Stone Age

Alternate 8

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pacific Outdoor Products

Alternate 9

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

StayFit

2 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Sports Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bison

3 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

MyTCoat

Alternate 1

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Frog Furnishings

Alternate 2

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

The Park Catalog

4 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

The Park Catalog

5 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Vitriturf - Poured in Place

Alternate 1

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

New Earth - EWF

Alternate 2

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bailey Bark - EWF

Alternate 3

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fibar - EWF

Alternate 4

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

fun abounds - EWF

Alternate 5

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

fun abounds - Poured in Place

Alternate 6

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

IMC - Rubber Mulch

Alternate 7

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Rubber Designs - Bonded Rubber

Alternate 8

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ForeverLawn - Turf

Alternate 9

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Soil Express - EWF

Alternate 10

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Mulch Matters - EWF Blow-In

6 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Bikes**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 2

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

fun abounds

8 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
1 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
2

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 2

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

fun abounds - Shade

13 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

fun abounds - buildings

Alternate 1

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Mueller, Inc.

14 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

fun abounds - buildings

Alternate 1

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Mueller, Inc.

15 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
6

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Premier Outdoor Installations

17

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
8

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section II: Repair/Replacement Parts

Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 0%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

fun abounds, Inc.

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
1

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).

Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Alternate 1

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).

Total:

2
2

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
3

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
4

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
5

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
6

Section III: Installation and Repair Service for Park and Playground Equipment and Products

_Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
7

Section III: Installation and Repair Service for Park and Playground Equipment and Products

_Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
8

Section III: Installation and Repair Service for Park and Playground Equipment and Products

_Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

29

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

30

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

31

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Response Total: \$0.00



To whom it may concern:

I am writing you today to confirm that Fun Abounds is authorized to sell and install Action Play Systems products in the state of Texas. Should you have any questions regarding our products, please contact them at:

Fun Abounds
114 Venice Street
Sugar Land, TX 77478
281.793.8002 Office
281.265.0043 Fax
Visit us online at www.fabplaygrounds.com

If you have any additional questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "St Mull", is positioned above the printed name.

Steven Mull
President and General Manager

18535 Old Statesville Rd., Suite C • Cornelius, NC 28031 • (855) 752-9277



April 26, 2022

To: Whom it may concern

From: Zach Grove – Bison Inc.

To Whom it may concern,

This letter is to inform you that Fun Abounds is authorized to sell and install the product and materials produced by Bison within the state of Texas.

Any further questions can be addressed to me.

Thank you,

Zach Grove

Bison Inc. – Product Specialist

603 "L" STREET LINCOLN, NE 68508 402.474.3353 FAX: 402.474.6720

Bison, Inc. is a subsidiary of IMSCORP

www.bisoninc.com

TOLL FREE 800.247.7668

A GOAL FOR EVERY GAME

Greenville, 04/01/2022

To whom it may concern:

Fun Abounds is the exclusive distributor of all *Berliner Seilfabrik* and *Urban Design Berlin* products in Southern Texas including the following counties.

Presidio	Real	Maverick	McMullen	Victoria	Brazoria	Galveston	Anderson
Brewster	Kerr	Zavala	Bee	DeWitt	Fort Bend	Chambers	Houston
Terrell	Gillespie	Frio	Atascosa	Gonzales	Austin	Jefferson	Trinity
Crockett	Blanco	Dimmit	Bexar	Caldwell	Washington	Orange	Polk
Schleicher	Kendall	La Salle	Wilson	Bastrop	Burleson	Hardin	Tyler
Menard	Hayes	Webb	Guadalupe	Fayette	Lee	Liberty	Jasper
Mason	Cornwall	Duval	Karnes	Lavaca	Robertson	Montgomery	Newton
Sutton	Bandera	Zapata	Goliad	Jackson	Brazos	San Jacinto	Angelina
Kimble	Kinney	Jim Hogg	Refugio	Colorado	Grimes	Walker	Cherokee
Val Verde	Uvalde	San Patricio	Aransas	Wharton	Waller	Madison	Nacogdoches
Edwards	Medina	Live Oak	Calhoun	Matagorda	Harris	Leon	Shelby
Jim Wells	Brooks	Hidalgo	Starr	Kenedy	Willacy	Cameron	Kleberg
Nueces	Sabine	Saint Augustine					

Fun Abounds may also sell in the below counties on a non-exclusive basis.

Irion	Tom Green	McCulloch	Llano	Burnet	Travis	Williamson	Milam
Falls	Limestone	Freestone					

Please don't hesitate to contact us with questions or suggestions.

Best regards,



Lukas Steinke, CEO

Berliner Seilfabrik Play Equipment Corporation



April 1, 2022

To Whom It May Concern:

Please consider this letter verification that fun abounds is authorized to sell, market, distribute, warrant or supply playground equipment manufactured by BCI Burke Company, LLC in Fond du Lac, Wisconsin 54936, in the following counties in the state of Texas:

Aransas County	Atascosa County	Austin County	Bandera County
Bastrop County	Bee County	Bexar County	Blanco County
Brazoria County	Brazos County	Brewster County	Brooks County
Burleson County	Burnet County	Caldwell County	Calhoun County
Cameron County	Chambers County	Colorado County	Comal County
Crockett County	DeWitt County	Dimmit County	Duval County
Edwards County	Fayette County	Fort Bend County	Frio County
Galveston County	Gillespie County	Goliad County	Gonzales County
Grimes County	Guadalupe County	Hardin County	Harris County
Hays County	Hidalgo County	Jackson County	Jasper County
Jefferson County	Jim Hogg County	Jim Wells County	Karnes County
Kendall County	Kenedy County	Kerr County	Kimble County
Kinney County	Kleberg County	La Salle County	Lavaca County
Lee County	Liberty County	Live Oak County	Llano County
Mason County	Matagorda County	Maverick County	McMullen County
Medina County	Milam County	Montgomery County	Newton County
Nueces County	Orange County	Polk County	Presidio County
Real County	Refugio County	San Jacinto County	San Patricio County
Starr County	Sutton County	Terrell County	Travis County
Tyler County	Uvalde County	Val Verde County	Victoria County
Walker County	Waller County	Washington County	Webb County
Wharton County	Willacy County	Williamson County	Wilson County
Zapata County	Zavala County		

They are also authorized to offer installation products and services for this playground equipment.

Please feel free to contact me with any questions you may have.

Thank you,

Michael E. Phelan
President / CEO

BCI Burke Company

P.O. Box 549 • Fond du Lac, WI 54936-0549 • (920) 921-9220 • (920) 921-9566 www.bciburke.com

Play That Moves You™



March 31,2022

Texas Buy Board

To Whom It May Concern:

This letter will serve to confirm that Fun Abounds, 130 Venice, Sugar Land, Texas 77478 is an authorized dealer of Fibar® products in the State of Texas.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Mustacato", with a stylized flourish at the end.

Henry Mustacato
President

HM:mld

Cc: Dick Evans, Texas Marketing Manager

J:\WS\SHARE\FunAboundsTexasBuyBoardConfLtr.doc

THE FIBAR GROUP, LLC
80 BUSINESS PARK DRIVE, SUITE 300
ARMONK, NEW YORK 10504-1705
800-342-2721 • 914-273-8770 • FAX: 914-273-8659
WWW.FIBAR.COM • INFO@FIBAR.COM



April 1, 2022
Re: Authorized Dealer Letter

To Whom it May Concern,

Fun Abounds is an Authorized Dealer of Frog Furnishings and has been a longstanding and excellent dealer for us.

If you have any further questions, please feel free to contact me directly.

Best,

A handwritten signature in black ink that reads "Nick J. Paradise". The signature is written in a cursive, flowing style.

Nick J. Paradise
General Manager
Nick.Paradise@frogfurnishings.com
Frog Furnishings LLC

Dealer Authorization Certificate

This Certifies that: Fun Abounds is a valid Reseller in

good standing of: Highland Products Group
(Manufacturer/Brand Name)

This certificate indicates that the bidder is currently an authorized dealer in good standing of this manufacturer's products and is authorized to sell the following product lines from our catalogs for the proposed

Manufacturer's Name: _____

Address: _____

Product Lines Authorized to sell: ☒ All Product Lines _____

Level/Tier: _____ N/A _____

Is dealer authorized to provide installation, service, warranty service work and/or maintenance service work on products: ☒ YES ☐ NO

Exceptions/Restrictions: N/A _____

Printed Name: Jessica Kyriakos

Date: 4/12/22

Phone: 888-447-2401 Ext 500

Fax: 561-620-8668



4/1/22

To whom it may concern:

This letter is to verify that Fun Abounds is an authorized dealer and installer of ID Sculpture products.

Fun Abounds has been provided our Sales Representative Orientation and installation instruction and has expertise in equipment selection, design, installation and general questions regarding our products.

For additional information, please contact ID Sculpture

Best,

A handwritten signature in black ink, appearing to read 'And Z', is positioned above the printed name.

Andris Zobs
COO



April 4, 2022

To:

The Local Government Purchasing Cooperative
Attn: Proposal Administration Manager
12007 Research Blvd.
Austin, TX 78759

This letter is to confirm that Fun Abounds, is an authorized dealer/representative of IMC Outdoor Living, a division of Liberty Tire Recycling and has authority to sell, install, and service the products listed below throughout the state of Texas.

This letter applies to the following product lines and brands in any color, size, or quantity.

GroundSmart Rubber Mulch
Rubberific Playground Timbers
Rubberific Playground Mats

Please feel free to reach out with any questions
Sincerely,

Nathan Hrabal
Commercial Sales
IMC Outdoor Living,
a division of Liberty Tire Recycling
314-336-1030

**A DIVISION OF LIBERTY
TIRE RECYCLING**

IMC Outdoor Living • 2280 Schuetz Rd, Ste 201 • St. Louis, MO 63146



T 314.336.1030 • Please visit us online at: www.imcoutdoorliving.com

RECYCLE.
IT'S OUR COMMITMENT.



April 6,2022

To: The Local Government Purchasing Cooperative

Attn: Proposal Administration Manager

12007 Research Blvd.
Austin, TX 78759

Please accept this letter of authorization that Fun Abounds is an authorized buyer of our Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment know as Kiddie Cushion.

Please let me know if I may assist you further.

Sincerely,

Francisco Flores
Supervisor
(281) 459-1800
Francisco@mulchmatters.com



PO Box 1790 Whitney, TX 76692 – Phone: (855) 637-9616 – Email: info@mytcoat.com

Friday, April 1, 2022

Re: Authorization Letter – Texas Buy Board

To Whom It May Concern:

This letter is to certify that Fun Abounds is an authorized Dealer for the state of Texas in good standing with MyTCoat Commercial Outdoor Furniture. Fun Abounds is authorized to bid, distribute and warehouse our products based on guidelines on all contracts

Sincerely,

A handwritten signature in black ink that reads 'Troy R Stephens'.

Troy R Stephens

Owner

MyTCoat Commercial Outdoor Furniture.



April 1, 2022

RE: fun abounds
114 Venice St
Sugar Land, TX 77478

To Whom it May Concern:

This letter is to inform you that **fun abounds** is authorized to sell and install our Engineered Wood Fiber (aka Kiddie Cushion) within the state of Texas.

fun abounds is a valued customer in excellent standing with New Earth Compost. We appreciate the excellent working relationship, and we strive to provide the highest quality EWF for playgrounds.

New Earth Compost is part of Denali Water Solution as of January 2021.

Sincerely,

Suzy Fredregill
Director of Sales - Houston

CONROE
936-756-4846
12286 Hwy 105 East
Conroe, TX 77306

SAN ANTONIO
210-661-5180
7800 IH-10 East
San Antonio, TX 78219

KATY
281-574-0316
6205 FM 2855
Katy, TX 77423



January 2, 2022

To Whom it may concern,

This letter is to confirm that Fun Abounds is an authorized representative to sell, install and service equipment manufactured by our company in the state of Texas.

Please feel free to contact our office should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shelley', with a long horizontal flourish extending to the right.

Shelley Emmons
Vice President

PO Box 50
Maple Valley WA 98038
(425) 432-6000
www.PacificOutdoor.com

To: The Local Government Purchasing Cooperative
Attn: Proposal Administration Manager
12007 Research Blvd.
Austin, TX 78759

Percussion Play Ltd
Staple Ash Lane
Froxfield
Hampshire
GU32 1DJ

TEL +1 (866) 882-9170

info@percussionplay.com

www.percussionplay.com

1st April 2022

Dear Sir or Madam

Please accept this letter of confirmation that fun abounds is an authorized representative, to sell, service and install Percussion Play Outdoor Musical Instruments in the state of Texas.

We appreciate any business opportunities available. Please let me know if I may assist you further.

Yours faithfully



Robin M Ashfield

Director



733 Marilee Rd. • Gunter, TX 75058 • 972-347-2994
866-830-6868 Toll Free • 972-347-2997 Fax
www.soilexpress.com • Linda@soilexpress.com

April 5, 2022

To Whom it may concern,

This letter is to inform you that Fun Abounds located at 114 Venice St., Sugar Land, Texas is authorized to sell and install EcoKid Express Engineered wood fiber within the state of Texas.

Respectfully,

Linda D. Hudspeth
CEO/Owner
Soil Express, Ltd.

STONE AGE



CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

April 19, 2022

To Whom It May Concern,

This letter is to confirm that Fun Abounds, Fab Playgrounds is a dealer/representative of our company, Stone Age Concrete Games, Inc. and is authorized to sell, install, and service our products in Texas and any other state in the US. Fun Abounds is qualified and experienced with our product line.

If there is need of additional information, please feel free to contact me.

Sincerely,

Kendra Pettengill

Kendra Pettengill

Sales Manager

kendra@concretetabletennis.com

Stone Age Concrete Games, Inc.
298 Quarry Road, Roseburg OR 97470
www.concretetabletennis.com
541-671-6328



Friday, April 1, 2022

EXCLUSIVE REPRESENTATION

To Whom it may concern,

This letter is to inform you that fun abounds is authorized to sell and install the product and materials produced by TREKFIT INC within the state of Texas.

Sincerely,

Eric Tomeo
President

April 26, 2022

Re: Texas Buy Board

To Whom It May Concern:

This letter will serve to confirm that Fun Abounds, 114 Venice St, Sugar Land TX 77478 is an authorized dealer of Rubber Designs manufactured goods in the State of Texas.

Regards,



Jonathan Holsomback

Operations Manager

Rubber Designs



USA Headquarters
DFW International Commerce Park
2580 Esters Blvd., Suite 100
DFW Airport, TX 75261
FedEx and UPS Shipments

Mailing Address
P.O. Box 3467
Coppell, TX 75019
US Postal Service

April 12, 2022

To Whom it May Concern,

Please accept this letter as proof that fun abounds is an authorized distribution reseller for Shade Structures, Inc. dba USA Shade and Fabric Structures, Inc.

Thank you,

Whitney Klen

Whitney Klen

Director of Sales - Distribution

USA SHADE

DFW International Commerce Park

2580 Esters Blvd, Suite 100

DFW Airport, TX 75261

Cell **1 512.915.7800**





YOU'RE ON OUR TURF

Hanover Specialties Inc

35 Feldland St Bohemia, NY 11716

April 1, 2022

Attention: To Whom it May Concern:

Please accept this letter of authorization that Fun Abounds is an authorized representative, to sell Hanover Specialties Inc. (Vitriturf) in the state of Texas.

We appreciate any business opportunities available. Please let me know if I may assist you further.

Sincerely,

Steven Noskin
President
Hanover Specialties Inc
631-231-1300



April 27, 2022

To Whom it may concern,

This letter is written so that you may be aware that Fun Abounds has purchased and erected our PEMB in the past in the State Of Texas. Fun Abounds is in good standing with Mueller Inc. and is a great company to work with.

Regards,

Mike Alvarez

Commercial Sales Representative

C 512.213.5041

1913 Hutchins Ave. Ballinger Tx 76821 800-527-1087

"Dream it, Design it, Build it"

WWW. Muellerinc.com

July 31, 2023

Sent via email to: orders@fabplaygrounds.com

Ellie Lykins
Fun Abounds, Inc.
114 Venice Street
Sugar Land TX 77478

Re: Parks and Recreation Equipment, Products, and Installation
BuyBoard Contract 679-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Parks and Recreation Equipment, Products, and Installation, Contract 679-22 effective 10/1/2022 through September 30, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through September 30, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

July 18, 2024

Sent via email to: orders@fabplaygrounds.com

Ellie Lykins
Fun Abounds, Inc.
114 Venice Street
Sugar Land, TX 77478

Re: Parks and Recreation Equipment, Products, and Installation
BuyBoard Contract 679-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Parks and Recreation Equipment, Products, and Installation, Contract 679-22, for which the current term is set to expire September 30, 2024. At this time, the BuyBoard is renewing your contract through September 30, 2025. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

**SUPPLEMENTAL AGREEMENT BETWEEN CITY
AND CONTRACTOR
FOR BUYBOARD CONTRACT #679-22**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Supplemental Agreement (the "Contract") is entered into by and between the City of Friendswood (the "City") and fun abounds inc. (the "Contractor") for the Teens Playground at Centennial Park Project , located at 2200 S Friendswood Dr., Friendswood, Texas 77546 (the "Project"). The site, equipment and layout of the Project is depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

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

Item	Description	Quantity	Unit Price	Total Price
Burke	BURKE EQUIPMENT ➤ BCI Burke Custom Playground #125-201392-3 ➤ Movmnt Inclusive	1	18,570.00	18,570.00
Freight	Freight for Burke Equipment ➤ ABF L4177H1405 ➤ Delivery To: POI Santa Fe, TX	1	1,114.00	1,114.00
Trekfit	TREKFIT EQUIPMENT ➤ Summit Boulder w/Information Panel	1	59,950.00	59,950.00
Freight	Freight for all Trekfit Equipment ➤ Delivery To: POI Santa Fe, TX ➤ Site prep & installation of equipment	1	11,460.00	11,460.00
Geotextile	Geotextile (per cy)	48	10.50	504.00
EWf - Blow in	EWf - Blow In (48 cy. for 1,050 sq. ft.)	48	64.00	3,072.00
APS- Border12" Freight	12" APS Playground Border with Surfacing Guide and 1 spike; Includes freight	28	35.00	980.00
APS ADA HALFRAMP	ADA Half Ramp (for use with 8" or 12" timbers)	2	570.00	1,140.00
2BY2BB4	2 by 2 - Border Bench	3	333.33333	1,000.00
Installation	Installation of the following: ➤ Burke Movmnt ➤ Concrete Pad for Burke Movmnt Trekfit Summit Boulder (includes the 2 ea. 8" footers) ➤ Plastic Borders ➤ 2 ea. Concrete sidewalks	1	27,829.00	27,829.00
Bonds	Performance and Payment Bonds		2,700.00	2,700.00
BuyBoard Discount	BuyBoard Discount Certificate/ ID Number: 1364766562200 ➤ File/Vendor Number: 496631 ➤ Approval Date: 14-FEB-2023 ➤ Scheduled Expiration Date: 28-FEB-2026		-5,715.00	-5,715.00
Total				\$122,604.00

Upon completion of the Project and acceptance of the Project by the City Council, the City shall pay the Contractor an amount of ONE HUNDRED NINETEEN THOUSAND NINE HUNDRED FOUR AND NO/100 DOLLARS (\$119,904.00) (the "Contract Price") pursuant to BuyBoard Contract #679-22.

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

- a) Addenda to this Contract,
- b) this Contract,
- c) Plans and Specifications approved by the City,
- d) Payment Bond,
- e) BuyBoard Contract #679-22
- f) Contractor's Proposal

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

3. **CITY'S REPRESENTATIVE:** The Project shall be administered by the City's Director of Parks and Recreation (the "City's Representative") , having rights and authority assigned in the Contract Documents.

4. **COMMENCEMENT AND COMPLETION OF WORK:** Once the bond and the certificate of insurance have been submitted to and approved by the City, the Contractor shall perform the work in the most expedient manner possible. The work shall commence as soon as possible, but no later than ten (10) calendar days from the date specified in the written notice to proceed. The Project will be complete within thirty (30) calendar days of the notice to proceed (the "Contract Time"). No work will be allowed on Sundays. Time is of the essence in this Contract and the date of beginning and the date for final completion of work as specified in this Contract are essential conditions of this Contract. Contractor has submitted its quote in full recognition of the time required for the completion of this work taking into consideration all factors, including, but not limited to, the average climatic range, industry conditions, and liquidated damages. At final completion of the work, a certificate of final completion shall be issued by the City's Representative.

5. **PAYMENT:**

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

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

7. **INTEREST:** Interest on any overdue payment from the City to the Contractor shall be paid in accordance with the provisions of Section 2251.025 of the Texas Government Code, as amended. No other finance charge or late payment fee shall be assessed against the City under this Contract

8. OBSERVATIONS, INSPECTIONS, TESTS:

- a) The City reserves the right to enter the property by such employee(s) or agent(s) as it may elect for the purpose of observing, testing and inspecting the work. In accordance therewith, the Contractor shall supply the City, upon request, with any keys or information necessary for the City to have access to the property. The City shall have the right to enter the property or location of the work for the purpose of performing such collateral work as the City deems necessary or appropriate.
- b) Working hours for the City's inspection personnel are from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City-approved holidays. The Contractor shall notify the City of any required inspection work outside of these hours to allow for an overtime work determination to be made and assigned. Such notice shall be provided to the City at least forty-eight (48) hours in advance, and the Contractor shall pay the overtime wages for the required City inspections. A request to adjust work hours to earlier times, but equivalent to an eight (8) hour workday, must be made in writing and approved by the City.

9. CONTRACTOR'S REPRESENTATIONS: In order to induce the City to enter into this Contract, the Contractor makes the following representations:

- a) The Contractor has familiarized itself with the nature and extent of the Contract Documents, Project, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or finishing of the Project.
- b) The Contractor has carefully studied all available surveys, assessments, reports of explorations, investigations, and tests of subsurface conditions and drawings of physical conditions of the site. Such technical reports and drawings are not Contract Documents, and the City makes no representations or warranties as to the accuracy of such documents or information, or to whether or not they are complete, comprehensive, or all-inclusive.
- c) The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in subsection b of this section) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or finishing of the Project, and the Contractor assumes the risk of such subsurface and physical conditions, and shall finish the Project at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, and studies or similar information or data are or will be required by the Contractor for such purposes.
- d) The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by the Contractor in order to perform and finish the Project at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- e) The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- f) The Contractor has given the City's Representative written notice of all conflicts, errors or discrepancies in the Contract Documents of which Contractor knew or should have known, and Contractor shall perform the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including any written resolution of any such conflict, error or discrepancy by the City's Representative. In the event of the least expensive alternative shall prevail.

10. LIQUIDATED DAMAGES: The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Project is not completed within the times specified in Section 4 above, plus any extensions thereof allowed in accordance with Section 14 of this Contract. The City and the Contractor also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Project is not completed on time. Accordingly, instead of requiring any such proof,

the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each day that expires after the time specified in Section 4.

11. **RELEASE:** By this Contract, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Contract, any charter, or applicable state law. The Contractor assumes full responsibility for the work to be performed and releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of every kind and character for any injury to, including, but not limited to, death of any person (whether third persons, the Contractor, or employees of either of the parties). This release includes the cost of defense of any claim and any loss of or damage to property (whether property of the parties or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed under this Contract whether or not said claims, demands, and causes of action are covered in whole or in part by insurance.

12. **INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES

AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

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

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

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

- (1) Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required
 - Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
 - (2) Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
 - (3) Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.
- b) **Requirements For Coverages.** The following shall be applicable to all policies of insurance required herein:
- (1) Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
 - (2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - (3) Liability policies must be on occurrence form.
 - (4) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to the City.
 - (5) The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation Policy required herein.

- (6) Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
- (7) Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
- (8) All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Contractor. The Contractor shall provide copies of insurance policies and endorsements required hereunder to the City on or before the Effective Date of this Contract.

14. EXTENSIONS AND DELAYS:

- a) **Extensions.** Within seven (7) calendar days of any act or incident that the Contractor reasonably believes may justify an extension of time for final completion, the Contractor may apply in writing for an extension of such time, submitting therewith all written justification as may be required by the City. Thereafter, the City's Representative, within seven (7) calendar days after receipt of a written request for an extension of time from the Contractor, which is supported by all requested documentation, shall then grant or deny such written request; provided that the request for an extension is not based upon weather conditions. Should an extension be requested within the seven (7) calendar-day period based upon weather conditions, the City's Representative shall grant or deny such a written request upon Final Completion of the Project based upon any variation from the average climatic range.
- b) **Delays.** The Contractor, in undertaking to complete the work within the time herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or weather or otherwise. No charge whatsoever shall be made for hindrances or delays from any cause whatever, except where the work is stopped by order of the City or by extraordinary causes. Any extension shall not exceed the time actually lost by Contractor.

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

16. MATERIALS:

- a) Materials or work described in words which when so applied have well-known technical or trade meanings shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with the Contract Documents and recognized industry standards.
- b) Materials and supplies utilized in the final product that will be turned over to the City shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer.
- c) No refurbished, reconditioned or other previously utilized materials or supplies will be used without the signed authorization of the City.
- d) Where the product is to be turned over to the City, the Contractor may utilize substitutes of equal quality and function as provided for in the specifications.
- e) The City shall have full and final decision over the use of substitute materials and supplies.
- f) The Contractor shall certify to the City that all materials installed are free from asbestos containing material.

17. WORK STOPPAGE: The City or the City's Representative shall have the right to order the work of the Contractor or any subcontractor wholly or partially stopped immediately under any one or more of the following conditions:

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

Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Contract, including time of performance and deadlines therefor, nor will extra charges be allowed the Contractor by reason of such stoppage or suspension.

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

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

19. **SUBCONTRACTORS:** The Contractor shall retain personal control and give its personal, utmost attention to the faithful prosecution and completion of the work and fulfillment of this Contract. The subletting of any portion or feature of the work or materials required in the performance of this Contract shall not relieve the Contractor from its obligations to the City under this Contract. All subcontractors must be approved by the City's Representative prior to performing any work on the Project. If the City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor shall discharge the same; but this shall in no way release the Contractor from its obligations and responsibility under this Contract. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to its work. The Contractor shall be fully responsible to the City and the City's Representative for the acts and omissions of its subcontractors.

The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever. The Contractor shall further be exclusively responsible for ensuring that no claims or liens of any type are filed against any property owned by the City arising out of or incidental to the performance of any services performed pursuant to this Contract. In the event a statutory lien notice is sent to the City or the City's Representative, the Contractor shall, where no payment bond covers the work, upon written notice from the City or the City's Representative, immediately obtain bond at the Contractor's sole expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to ensure the payment of such claim until litigation determines to whom payment shall be made.

20. **DEFECTIVE WORK DISCOVERED DURING WARRANTY PERIOD:** If within one (1) calendar year after the date of acceptance by the City of the Project or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Contract, any of the work is found or determined

to be defective, including obvious defects, or otherwise not in accordance with this Contract, the Contractor shall correct it PROMPTLY.

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

21. WITHHOLD PAYMENT AND CONTRACTOR'S PAYMENT: Regardless of any bond, the City may, on account of subsequently discovered evidence, withhold payment or nullify the whole or part of any acceptance or certificate to such extent as may be necessary to protect the City from loss on account of:

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

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

22. CHARGES FOR INJURY OR REPAIRS:

- a) **Repairs.** The Contractor shall be liable and responsible for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City or the City's Representative will be made and charged to the Contractor by the City. The Contractor shall take the necessary precautions to protect any areas adjacent to its work. The work specified consists of all work, materials and labor required by the City or the City's Representative to repair any damage to the property of the City, including, but not limited to, structures, roadways, curbs, parking areas and sidewalks, to an equal or better condition than before such property was damaged.

- b) **Injury.** The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with federal, state, or municipal laws or regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent Contractor.

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

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

The bond shall be executed by the Contractor and by a corporate surety, the qualifications of which shall be as required below. The bonds required herein shall remain in effect throughout the term of this Contract and for a period of one (1) year after the completion of the work and shall be extended for any warranty work to cover the warranty period. If at any time during the execution of this Contract or in the required period thereafter, the bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bonds, which bonds shall assure payment or maintenance as required. Such replacement bond(s) shall be issued by a surety acceptable to the City.

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

25. **PROJECT UNDER CONTRACTOR'S CONTROL:** Any injury or damage caused to the Contractor or the Project prior to and including the date of final completion caused by an act of God, natural cause, a party or entity not privy to this Contract, or other force majeure shall be assumed and borne by the Contractor.

26. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal and state laws and the City Ordinances and Codes applicable to the Contractor's operation under this Contract. Violations will be corrected at Contractor's expense. The Contractor will pay for all applicable royalties, permits, and license fees and defend all suits and claims of infringements of any rights.

27. **SAFETY PRECAUTIONS:** Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property and the work as may be necessary. The safety of the public and convenience of traffic shall be regarded as prime importance during construction.

- a) During normal construction, the Contractor shall not hinder or inconvenience travel of streets or intersecting alleys for more than two blocks at any one time. The Contractor shall use warning signs as necessary to adequately protect the public. If the City or other appropriate entity approves a street closure, the Contractor shall furnish and maintain at each end of the closed section, at all intersecting streets within the section, and in all intersecting streets at a distance of one block on each side of the work, properly worded signs and barricades announcing the closure to the public. The Contractor shall not be allowed to start any operation that will close a street or streets until the required barricades are in place. Barricades and warning signs shall meet the specifications as shown in the plans and/or specifications. Warning lights shall be kept burning from sunset to sunrise. When a street is to be closed, the Contractor must notify the City's Engineering and Public Works Departments forty-eight (48) hours in advance of the closure.
- b) The Contractor shall remove, as soon as practicable, accumulated rubbish, surplus dirt, etc., from the construction site.
- c) The Contractor shall not block ditches, inlets, fire hydrants, etc. The Contractor shall provide temporary drainage where necessary or as directed by the City's Representative or the City.
- d) When persons or equipment are working in streets open to moving traffic, or if otherwise ordered by the City's Representative, the Contractor shall furnish flagmen for direction of traffic to protect both the moving traffic and the Contractor's operations. The flagmen shall wear an orange, fluorescent vest over their normal work clothes.

The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure to use safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

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

29. TERMINATION: If this Contract is terminated for cause, the City shall have the right but shall not be obligated to complete the work either itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment and materials as may be on the jobsite and to exercise all rights, options and privileges of the Contractor under its subcontracts, purchase orders or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to the City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor will reimburse the City for all costs incurred by the City's Representative, (including, without limitation, applicable, general and administrative expenses, and field overhead, and the cost of necessary equipment, materials and field labor) in correcting work by the Contractor that fails to meet the requirements of the Contract Documents.

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

- a) Stop the work on the date and to the extent specified in the notice of termination;
- b) Place no further orders or subcontracts for services, equipment, or material, except as may be necessary for completion of such portion of the work as is not terminated;
- c) Immediately terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- d) Assign to the City, in the manner and to the extent directed by it, all of the rights, title and interest of the Contractor under the orders or subcontracts so terminated, in which case the City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- e) With the approval of the City, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts;

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

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

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

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

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

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

32. COMPLETION AFTER ABANDONMENT OR TERMINATION: In the event that the Contractor has abandoned the Project or the City has terminated the Contract for cause and where there is no performance bond provided or where there is a surety but such surety, within seven (7) calendar days after the notice demanding completion is sent, fails to commence the completion and diligent prosecution of the work in compliance with this Contract, then the City may, at its option, provide for completion of the work in either of the following elective manners:

- a) The City may employ such force of men and use such machinery, equipment, tools, materials, and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said Contractor, and expenses so charged shall be deducted and paid by the City out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Contract. In case such expense is less than the sum which would

have been payable under this Contract, if the same had been completed by the Contractor, then said Contractor and/or its surety hereby waives any and all privileges, rights, and claims to receive the difference. In case such expense is greater than the sum which would have been payable under this Contract, if the same had been completed by said Contractor, then the Contractor and/or its surety shall, within seven (7) calendar days, pay the amount of such excess to the City.

- b) The City, under sealed bids, after notice published as required by law at least twice in a newspaper having general circulation in the City, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this Contract. In case any increase in cost to the City under the new contract as compared to what would have been the cost under this Contract, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Contract, the Contractor and/or its surety hereby waives any and all privileges, rights and claims to such excess.

In the event of abandonment by the Contractor, the Contractor shall assign to the City, in the manner and to the extent directed by the City, all of the rights, title, and interest of the Contractor in and to any and all materials located on the property and any subcontracts for work to be performed on the property; in which case the City shall have the right to settle or pay all claims arising out of the termination of such orders and subcontracts.

33. DAMAGES: Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor five (5) days' prior written notice, shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

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

34. MISCELLANEOUS:

- a) Terms used in this Contract will have the meanings indicated in Section 2 of the City's General Conditions.
- b) No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- c) The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- d) The Contractor agrees to warranty the work for a period of one (1) year from Substantial Completion against defects in materials and workmanship. The Contractor agrees to repair or replace any defective work within this warranty period immediately unless such repairs require long lead time materials and equipment, in which case the Contractor shall provide an agreeable schedule for repairs at no additional cost to the City.
- e) The Project will be completed according to the Contract Documents and in accordance with codes, ordinances, and construction standards of the City of Friendswood, and all applicable laws, codes and regulations of governmental authorities.
- f) In the event any notice period required under the Contract Documents is found to be shorter than any minimum period prescribed by applicable law, the notice period required shall be construed to be the minimum period prescribed by applicable law.
- g) This Contract and the Contract Documents, insofar as they relate in any part or in any way to the work undertaken therein, constitute the entire agreement between the parties hereto, and it is expressly

- understood and agreed that there are no agreements or promises by and between said parties, except as aforesaid, and that any additions thereto or changes shall be in writing.
- h) The provisions of this Contract shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and the intent of the parties; but if for any reason any provision is unenforceable or invalid, such provisions shall be deemed severed from this Contract and the remaining provisions shall be carried out with the same force and effect as if the severed provision had not been part of this Contract.
 - i) The headings of the paragraphs are included solely for the convenience of reference; and if there is any conflict between the headings and the text of the Contract Documents, the text shall control.
 - j) The waiver of any breach hereof shall not constitute a waiver of any subsequent breach of the same or any other provision hereof. Failure by the City in any instance to insist upon observance or performance by the Contractor shall not be deemed a waiver by the City of any such observance or performance. No waiver will be binding upon the City unless in writing and then will be for the particular instance only. Payment of any sum by the City to the Contractor with knowledge of any breach or default will not be deemed a waiver of such breach or default or any other breach or default.
 - k) The Contractor acknowledges that the City (through its employee handbook) considers the following to be misconduct that is grounds for termination of an employee of the City: Any fraud, forgery, misappropriation of funds, receiving payment for services not performed or for hours not worked, mishandling or untruthful reporting of money transactions, destruction of assets, embezzlement, accepting materials of value from vendors, or consultants, and/or collecting reimbursement of expenses made for the benefit of the City. The Contractor agrees that it will not, directly or indirectly, cause an employee of the City to engage in such misconduct.
 - l) This Contract has been made under and shall be governed by the laws of the State of Texas.
 - m) The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.
 - n) Failure of any party, at any time, to enforce a provision of this Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract or part hereof or the right of the City or the Consultant thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived the same. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach. Nothing contained in this Contract or any of the Contract Documents shall be deemed to limit or waive the sovereign immunity of the City.
 - o) The parties agree that this Contract shall not be construed in favor of or against any party on the basis that the party did or did not author this Contract.
 - p) Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. The persons executing this Contract hereby represent that they have authorization to sign on behalf of their respective corporations and/or business entities.
 - q) The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Contract.
 - r) The Contractor may not assign or otherwise transfer this Contract or any rights or obligations hereunder without the prior written consent of the City.
 - s) This Contract shall inure to the benefit of and be binding upon the Contractor and its successors and assigns.
 - t) It is understood and agreed that this Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
 - u) If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications; and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day
of September, 2025, the date of execution by the City Manager of the City of Friendswood (the "Effective Date").

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

RAQUEL MARTINEZ, City Secretary

fun abounds, inc.

(Signature)

(Printed Name)

(Title)

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

Before me on this day personally appeared _____, in his/her capacity as
_____ of fun abounds, inc., on behalf of such business entity,

_____ known to me;

_____ proved to me on the oath of _____; or

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

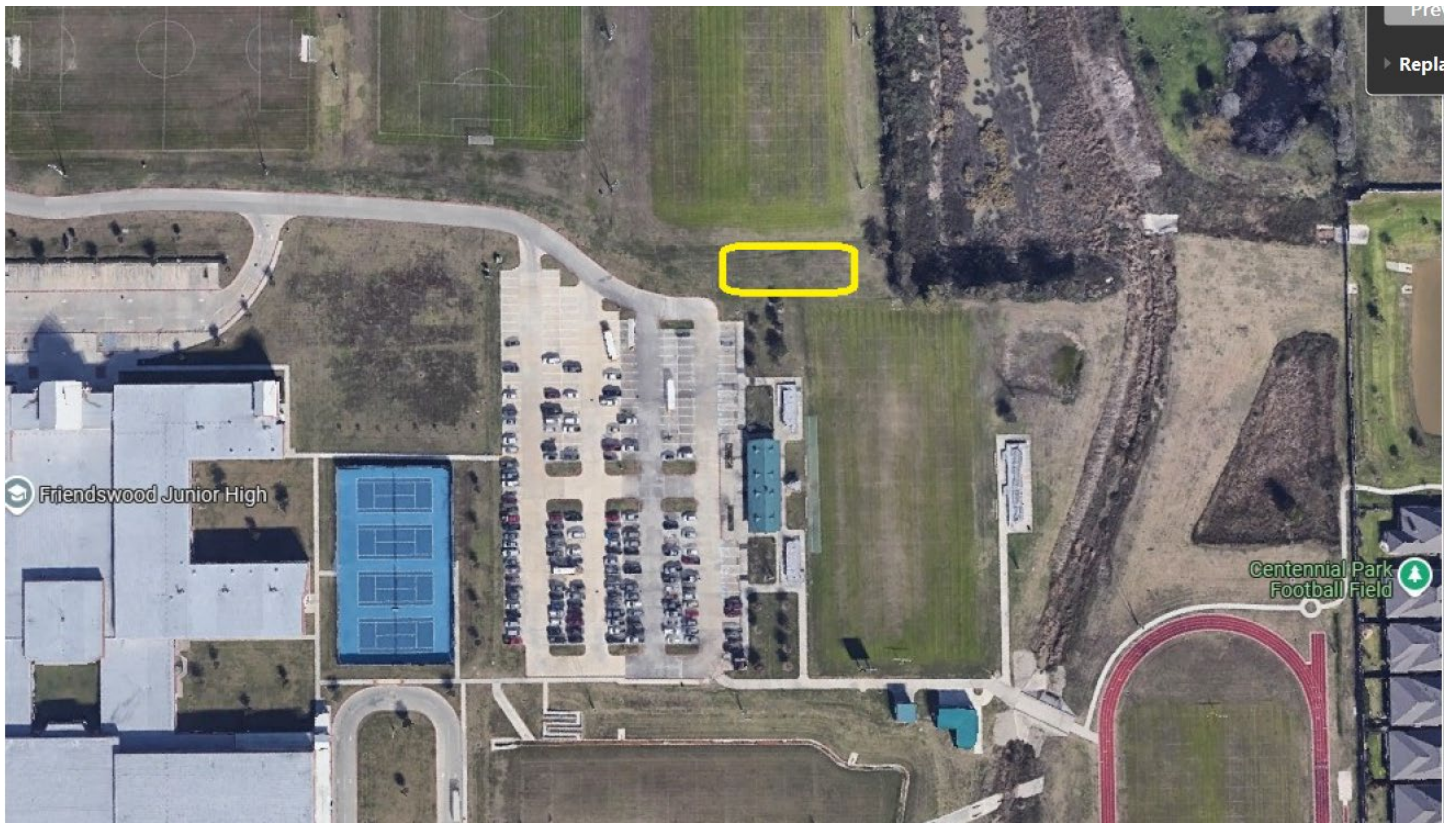
(check one)

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

Given under my hand and seal of office this ____ day of _____, 2025.

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

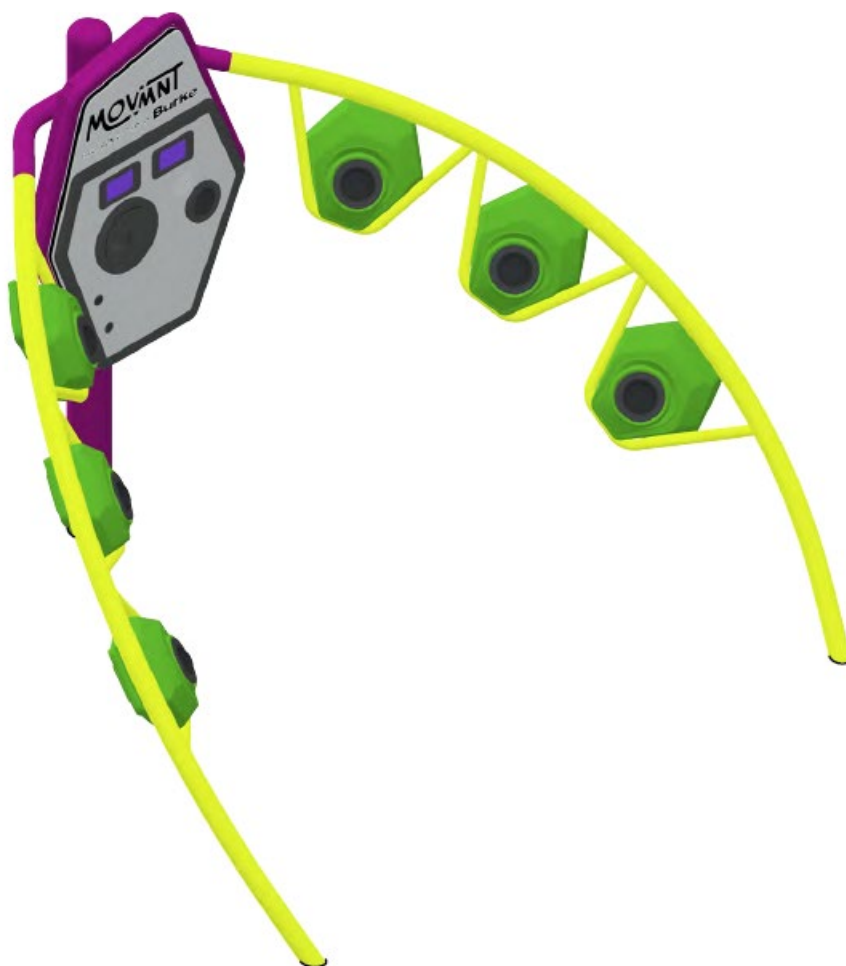
Depiction of Site, Equipment, and Layout

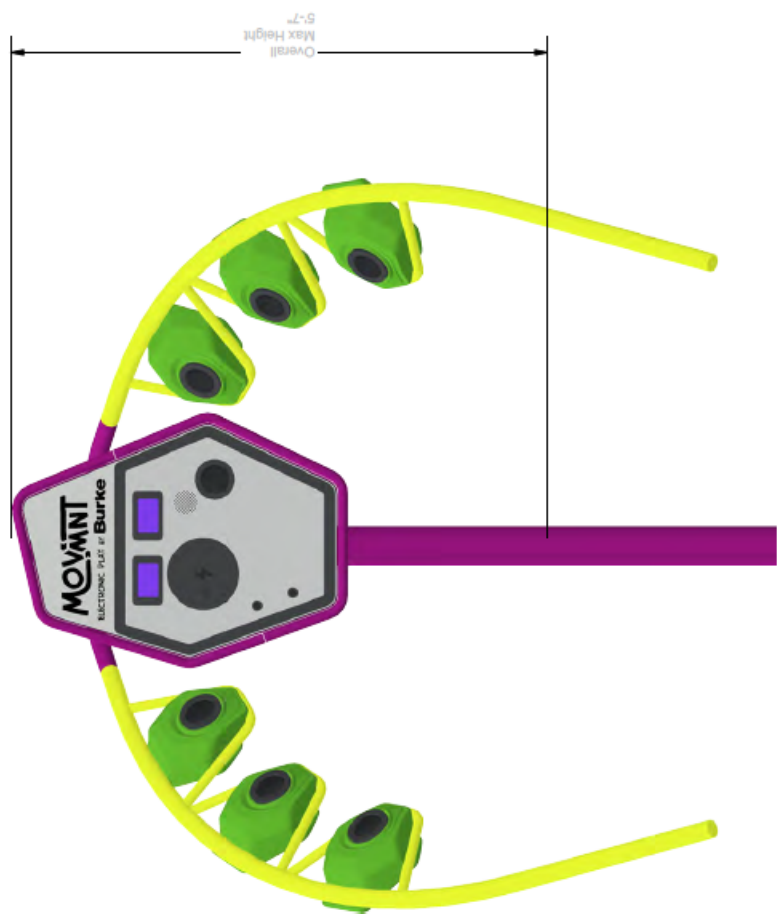




CENTENNIAL PARK TEENS EQUIPMENT

2200 S Friendswood Dr | Friendswood, TX 77546

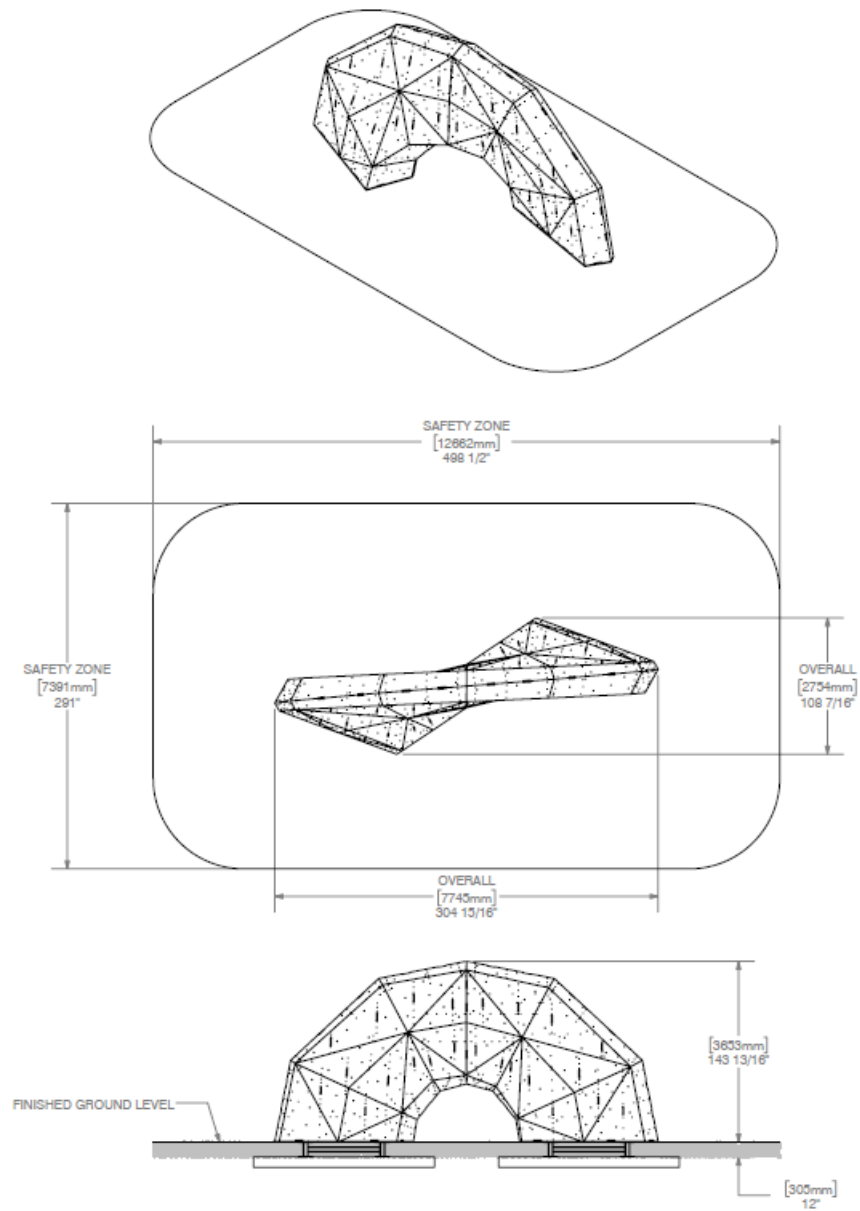


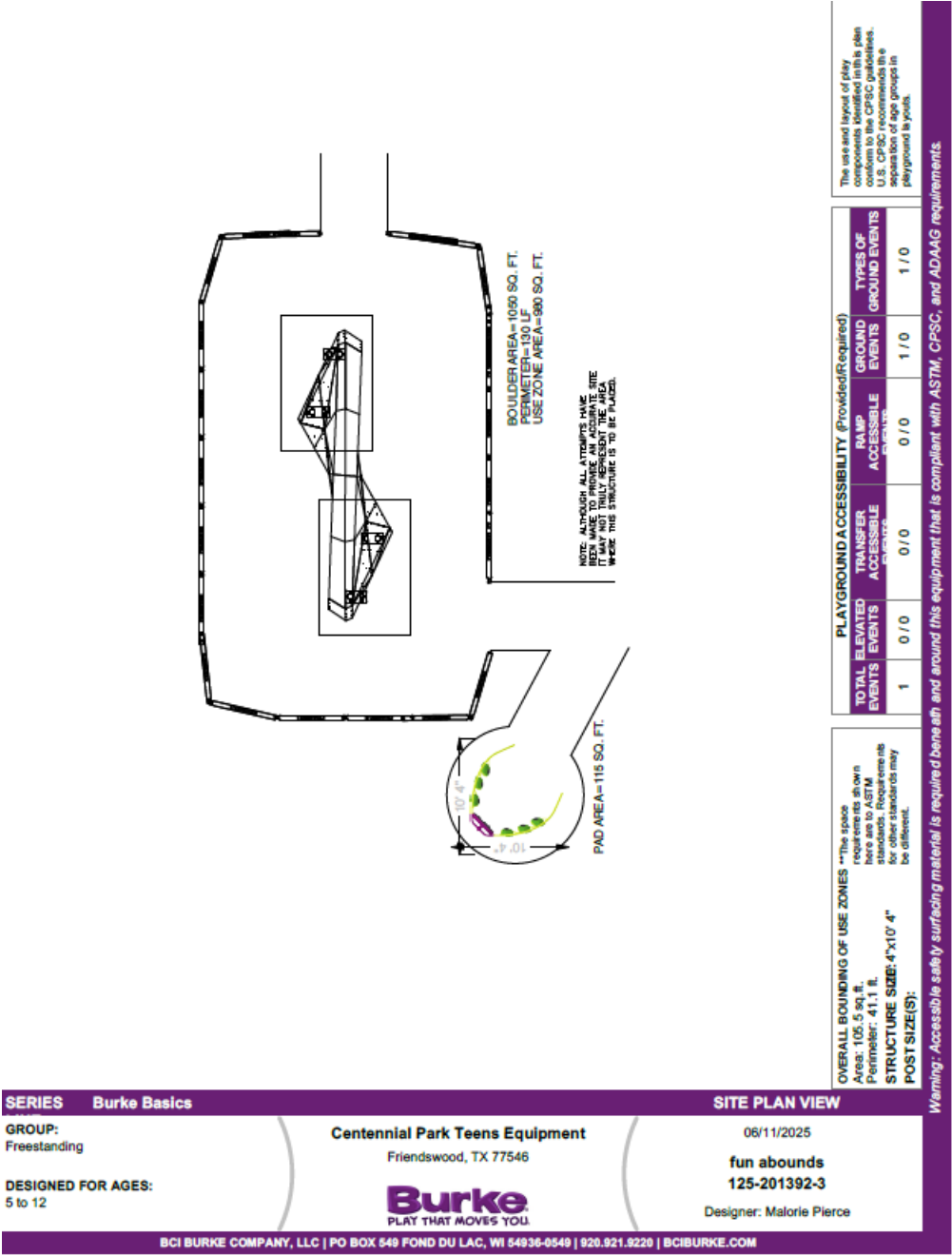


SERIES Burke Basics		ELEVATION VIEW
GROUP: Freestanding	Centennial Park Teens Equipment Friendswood, TX 77546	05/19/2025
DESIGNED FOR AGES: 5 to 12		fun abounds 125-201392-2
Designer: Malorie Pierce		
BCI BURKE COMPANY, LLC PO BOX 649 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM		

SUMMIT - URBAN BOULDER

OVERVIEW







fun abounds, inc.
 114 Venice
 Sugar Land, TX. 77478
 855-226-8637 phone
 281-265-0043 Fax
 Leigh Walden, President
 lwalden@fabplaygrounds.com
 www.fabplaygrounds.com

Estimate

Date	Estimate #
8/20/2025	13045

Oz Estrada
 Playground Specialist
 Southern Houston & East Texas
 oz@fabplaygrounds.com
 832-808-1537

We are pleased to provide this estimate for

City of Friendswood

Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Teens Playground

Item	Description	Qty	Rate	Total
Buyboard Number	CENTENNIAL PARK: TEENS PLAYGROUND Buyboard 679-22		0.00	0.00
Burke	BURKE EQUIPMENT BCI Burke Custom Playground #125-201392-3 - Movmnt Inclusive	1	18,570.00	18,570.00
Freight	Freight for Burke Equipment - ABF L4177H1405	1	1,114.00	1,114.00
Trekfit	Delivery To: POI Santa Fe, TX TREKFIT EQUIPMENT Summit Boulder w/Information Panel	1	59,950.00	59,950.00

Thank you for allowing us to submit this proposal.

Subtotal

**PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
 Thank you! We appreciate the opportunity to earn your business!**

Sales Tax..

Total

City of Houston WBE
 (Women's Business Enterprise)
 Certificate #20-2-11596

Signature

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!



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 114 Venice
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 281-265-0043 Fax
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 832-808-1537

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City of Friendswood

Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Teens Playground

Item	Description	Qty	Rate	Total
Freight	Freight for all Trekfit Equipment	1	11,460.00	11,460.00
	Delivery To: POI Santa, Fe TX			
	SITE PREP & INSTALLATION OF EQUIPMENT			
Geotextile	Geotextile (per cy)	48	10.50	504.00
EWf - Blow in	EWf - Blow In (48 cy. for 1,050 sq. ft.)	48	64.00	3,072.00
APS-Border12" Freight	12" APS Playground Border with Surfacing Guide and 1 spike; Includes freight	28	35.00	980.00
APS ADA HALFRAMP	ADA Half Ramp (for use with 8" or 12" timbers)	2	570.00	1,140.00
2BY2BB4	2 by 2 - Border Bench	3	333.33333	1,000.00

Thank you for allowing us to submit this proposal.

Subtotal

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City of Friendswood

Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Teens Playground

Item	Description	Qty	Rate	Total
Installation	Installation of the following: Burke Movmnt Concrete Pad for Burke Movmnt Trekfit Summit Boulder (includes the 2 ea. 8" footers) Plastic Borders 2 ea. Concrete sidewalks	1	27,829.00	27,829.00
Bonds	Performance and Labor Bonds	1	2,700.00	2,700.00
Buyboard HUB Certificate	Buyboard Discount Certificate/VID Number: 1364766562200 File/Vendor Number: 496631 Approval Date: 14-FEB-2023 Scheduled Expiration Date: 28-FEB-2026		-5,715.00 0.00	-5,715.00 0.00

Thank you for allowing us to submit this proposal.

Subtotal

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Sales Tax..

Total

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 832-808-1537

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City of Friendswood

Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Teens Playground

Item	Description	Qty	Rate	Total
Note	NOTE: City of Friendswood staff will remove trees as necessary to make room for installation and will move irrigation lines as needed. Pricing is for the above listed equipment only, and does not include storage, security, or any applicable taxes or permits. Orders canceled after an order has been received, a minimum of 5% restocking to full replacement pricing of item will be required. Price valid for 30 days.		0.00	0.00
Tax Exempt Form	Please remit your tax exemption certificate to have tax removed.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3.10% service fee.		0.00	0.00

Thank you for allowing us to submit this proposal.

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Sales Tax..

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City of Friendswood

Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Teens Playground

Item	Description	Qty	Rate	Total
Single Mobilization	This quote is based on single mobilization by each trade. Should additional mobilizations be required there may be additional charges.		0.00	0.00
Nondisclosed underground	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility. We HIGHLY recommend a private locate service scan the site BEFORE we arrive on site.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

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8/20/2025	13045

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 Southern Houston & East Texas
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 832-808-1537

We are pleased to provide this estimate for

City of Friendswood

Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Teens Playground

Item	Description	Qty	Rate	Total
Force Majeure	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease, contagion, strikes, or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be re-assessed.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal

Sales Tax..

Total

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City of Houston WBE
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 Southern Houston & East Texas
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 832-808-1537

We are pleased to provide this estimate for

City of Friendswood

Ship to:

Rep

Terms

Project

OZ

30% deposit requ...

Teens Playground

Item	Description	Qty	Rate	Total
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal \$122,604.00

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.

Thank you! We appreciate the opportunity to earn your business!

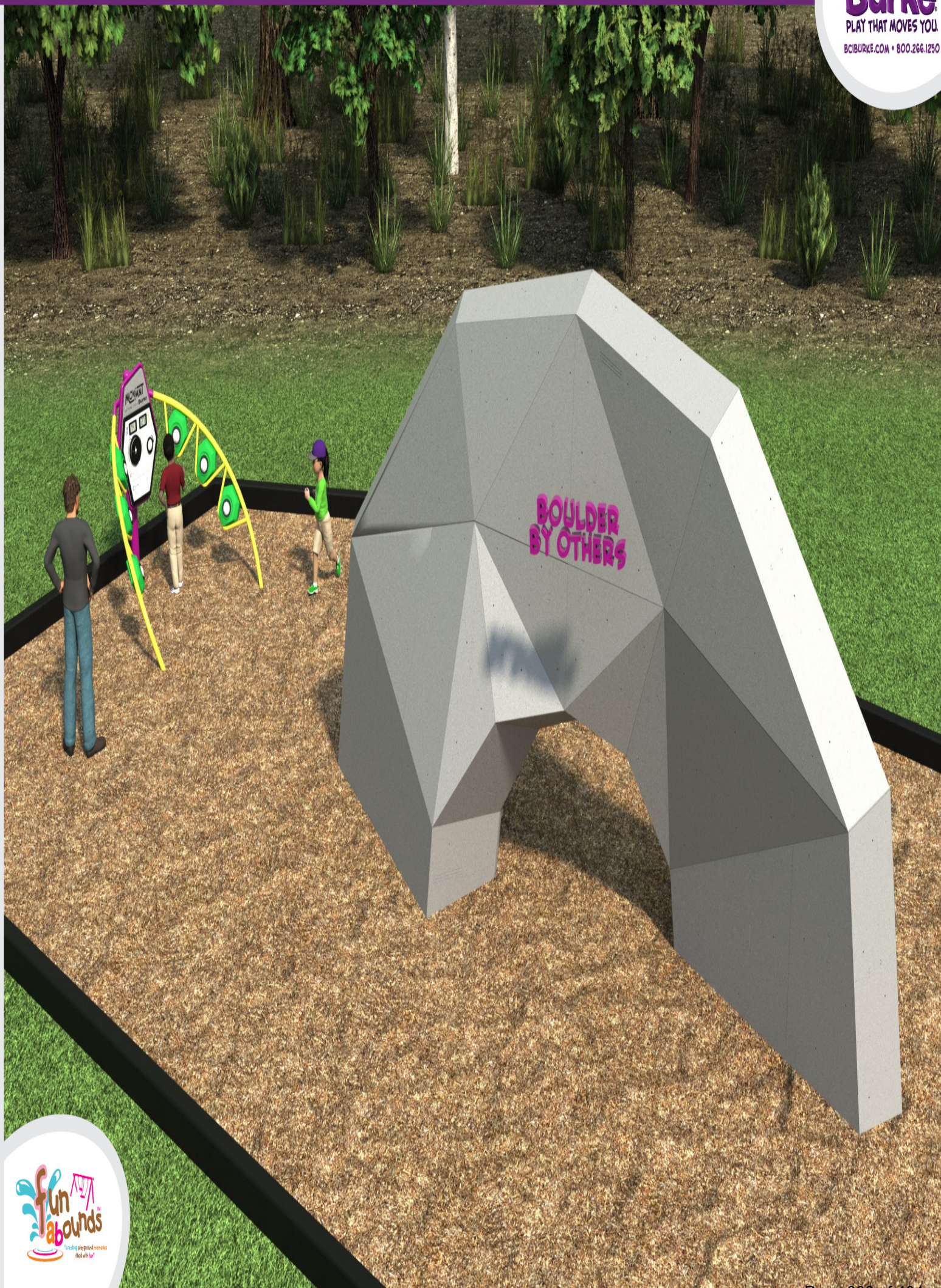
Sales Tax.. \$0.00

Total \$122,604.00

City of Houston WBE
 (Women's Business Enterprise)
 Certificate #20-2-11596

Signature _____

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SERIES Burke Basics

GROUP:

Freestanding

DESIGNED FOR AGES:

5 to 12

Centennial Park Teens Equipment

Friendswood, TX 77546

Burke
PLAY THAT MOVES YOU

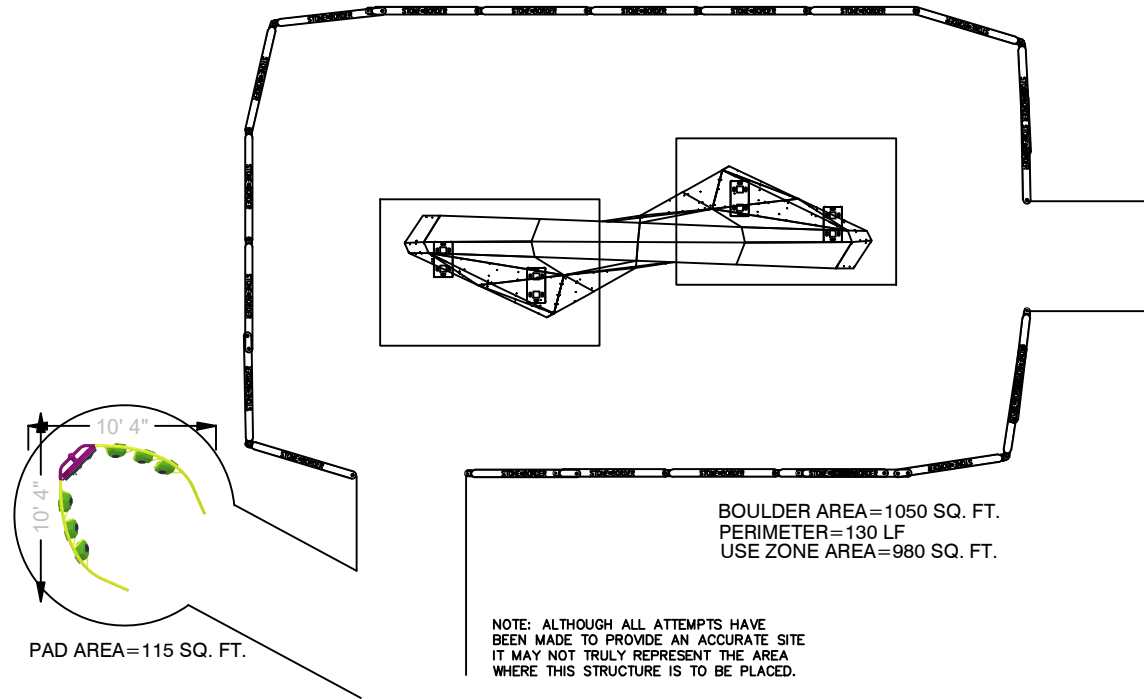
SITE PLAN VIEW

06/11/2025

fun abounds
125-201392-3

Designer: Malorie Pierce

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM



OVERALL BOUNDING OF USE ZONES

Area: 105.5 sq.ft.
Perimeter: 41.1 ft.

STRUCTURE SIZE: 4"x10' 4"

POST SIZE(S):

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
1	0 / 0	0 / 0	0 / 0	1 / 0	1 / 0

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



A Presentation For...



Centennial Park Teens Playground

Contact: **Oz Estrada**

Business Development Manager
Oz@fabplaygrounds.com
832-808-1537
www.fabplaygrounds.com

About fun abounds

Your local playground representative

fun abounds, established in 2007 to serve the park and recreation needs of Houston and Southeast Texas, is passionate about bringing a higher level of play to the communities we serve. We proudly represent some of the industry's top manufacturers that are known for quality and innovation, including BCI Burke Playgrounds, ID Sculptures, USA Shade, MyTCoat Site Amenities, StayFit Fitness and Trek Fit. For site planning, general contracting and installation, we've partnered with the area's best crew led by Tom Driscoll at Premier Outdoor Installation. Tom and his team match the passion that we have for play and together we focus on customer satisfaction.



Our commitment to you

fun abounds is here every step of the way to make certain that your playspace is everything you dreamed. From site analysis to design and installation to maintenance, our entire team is committed to excellence throughout each project and beyond. We are passionate about play and look forward to "creating playground memories filled with fun" for your community.





President

Leigh Walden

lwalden@fabplaygrounds.com

281-793-8002

Architect Specialist

Leigh Walden

lwalden@fablplaygrounds.com

281-793-8002

Project Manager & Office Manager

Ellie Mason

ellie@fabplaygrounds.com

281-733-0516

Austin, San Antonio and Surrounding Areas

Mike Giehl

mike@fabplaygrounds.com

512-636-8260

Inside Sales & Problem Reports

Tyler Cole

tcole@fabplaygrounds.com

281-744-8983

Coastal Bend and Surrounding Areas

Payton Newton

payton@fabplaygrounds.com

361-230-3006

Orders

orders@fabplaygrounds.com

Houston - North

Norman Cue

norman@fabplaygrounds.com 832-808-9600

Website

www.fabplaygrounds.com

Houston - South

Oz Estrada

oz@fabplaygrounds.com

832-808-1537

Accounts Payable/Receivable

accounting@fabplaygrounds.com



About: BCI Burke

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

PLAY THAT MOVES YOU®



OUR HISTORY

As we celebrate over 100 years of making play, we look at our past to inspire and guide us and into the future as we use research and innovation to help us make the very best play, playground, outdoor fitness and recreation equipment in our history. Inspired by our legacy of innovation, customer service and creativity and continuing to challenge ourselves through exploration, analysis and continuous improvement, we fulfill our mission of bringing Play That Moves You to communities around the world. We invest in our people, our products and in the communities in which we live and work. We're more than a century old and just getting started.

Our history begins not with play, but don't worry, we get there. It begins with a weather-stripping company, J.E. Burke Company, in 1920. Started by John Edward and Ethlyn Burke on the family farm in Fond du Lac, Wisconsin, the company still stands on the land where it all began. By the late 1920's, Burke began manufacturing playground equipment and our true calling came to be.

Through three generations of the Burke family, their successor, and now President and CEO Michael Phelan, BCI Burke Company has and continues to stand by J.E. Burke's original commitment to superior quality, outstanding service and constant innovation. With each year, Burke's products continue to inspire growth, foster development and help communities and families get outdoors together.



BURKE'S HISTORY



MORE THAN A CENTURY OF PLAY

Guided by our legacy of innovation, customer service and creativity, we are making the very best and most innovative playground, outdoor fitness and recreation products in our history! Our founder J.E. Burke set the course more than a century ago and we're taking his vision and making it even bigger! Through research, analysis and continuous improvement, we're designing products and playspaces that bring Play That Moves You® to communities for more fun, movement, engagement and development! Play is our passion, our mission and our business and we can't wait for you to Join Our Movement.



PLAY THAT MOVES YOU®

At Burke, movement is our mantra. It drives our purpose and ignites our passion to bring the best in playground design and the most innovative, developmentally rich play, outdoor fitness and recreation products. Our research and testing push us to create new and unique ways to challenge children, families, schools, communities, teams and individuals to move, to grow and to play. Play fosters opportunities for connection between generations and with our peers, provides growth and togetherness and moves us in so many ways. Join Our Movement® and experience the many ways play can move you.

PLAY FOR HEALTH

Movement is life and is one of the most important aspects in overall health and wellness for people of all ages and abilities. Burke has playground and fitness offerings that engage everyone in all stages of life to move. Our Nucleus® and Intensity® playgrounds feature a fusion of play that helps children engage in active play throughout the day for enhanced growth and developmental opportunities. ELEVATE® Fitness Course brings obstacle course fitness to a whole new level and is poised to engage children 5-12, teenagers and adults. ACTIVATE® Fitness Circuit and INVIGORATE® Dynamic Fitness are a great way to add events to a fitness trail or create a space for outdoor exercise. Our variety of fitness equipment will meet you where you are in your fitness journey and challenge you to be more.

PLAY FOR YOUR MIND

Playful experiences are learning experiences and children at play are developing a wide-variety of skills that range from problem solving and cognitive planning to memory and self-regulation. Each and every time a child plays they are contributing positively to their cognitive development and setting themselves up for future success.



PLAY FOR CONNECTION

Play provides us with common experiences, shared laughter and true connection. It brings communities together and helps us return to the simplicity of basic human connection and kindness. Parks and recreation spaces are critical because they lay the groundwork for the intergenerational engagement, interaction and development we all seek. Products such as Novo® Playful Furniture, with interesting pieces that can be used in a variety of ways, foster those opportunities by creating a space where everyone can interact and play together in their own way. The Konnection® Swing revolutionizes connection by promoting face-to-face connections and playing together. Every person of every age and ability brings their own unique experiences that enhance the collective and moves us all through play.

PLAY FOR MOTION

Motion play creates a childhood experience like no other by creating movement for children of all abilities and providing developmental benefits, including increased spatial awareness, inner ear stimulation and balance. Motion can be a source of calm for children with sensory processing differences while providing delight and excitement for children of all ages.

PLAY FOR DEVELOPMENT

Play is the work of childhood and helps children express themselves, monitor their emotions and develop a sense of identity that fuels their self-esteem and shapes their world view. Creating environments that foster this growth is at the heart of what we do at Burke and helps to teach resiliency and perseverance, all skills that transcend the playground and help children to develop into successful and healthy adults.

BURKE BUILT® QUALITY



HANDCRAFTED IN AMERICA'S HEARTLAND

Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.

SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. We have factory-direct customer service representatives that are available to answer questions, help with replacement parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! They are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!



BCIBURKE.COM

Burke
PLAY THAT MOVES YOU.

800.266.1250

Trademark(s) are the property of BCI Burke Company. © BCI Burke Company 2020. All rights reserved.

BURKE BUILT QUALITY

Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM:

Nucleus® features our Industry-leading KoreKonnnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnnect is covered for 100 years under our non-prorated Generations Warranty®.

DIRECT-BOLT CONNECTION SYSTEM:

Intensity®, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Synergy® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM:

Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS:

Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

TAMPER-RESISTANT STAINLESS STEEL HARDWARE:

All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS:

Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-20:

You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

CLIMBING CABLES:

Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS:

Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.



2200 S Friendswood Dr | Friendswood, TX 77546

May 19, 2025

Michael Boyett
City of Friendswood
300 Briarmeadow
Friendswood, TX 77546

Dear Michael Boyett:

fun abounds is delighted to provide City of Friendswood with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. fun abounds is confident that this proposal will satisfy City of Friendswood's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with City of Friendswood. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Oz Estrada

Sales Representative

fun abounds
114 Venice Street
Sugar Land, TX 77478
www.fabplaygrounds.com
www.bciburke.com

Phone: 281-793-8002
Fax: 281-265-0043
Email: oz@fabplaygrounds.com

Project Name:

Teens Playground



Project Location:

2200 S Friendswood Dr, Friendswood, TX, 77546



Rep name

Oz Estrada

Rep Email

Oz@fabplaygrounds.com

Rep phone

832-808-1537

DESIGN SUMMARY

fun abounds is very pleased to present this Proposal for consideration for the Centennial Park Teens Equipment located in Friendswood. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of EZDesign.Proposal.Models.Company. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

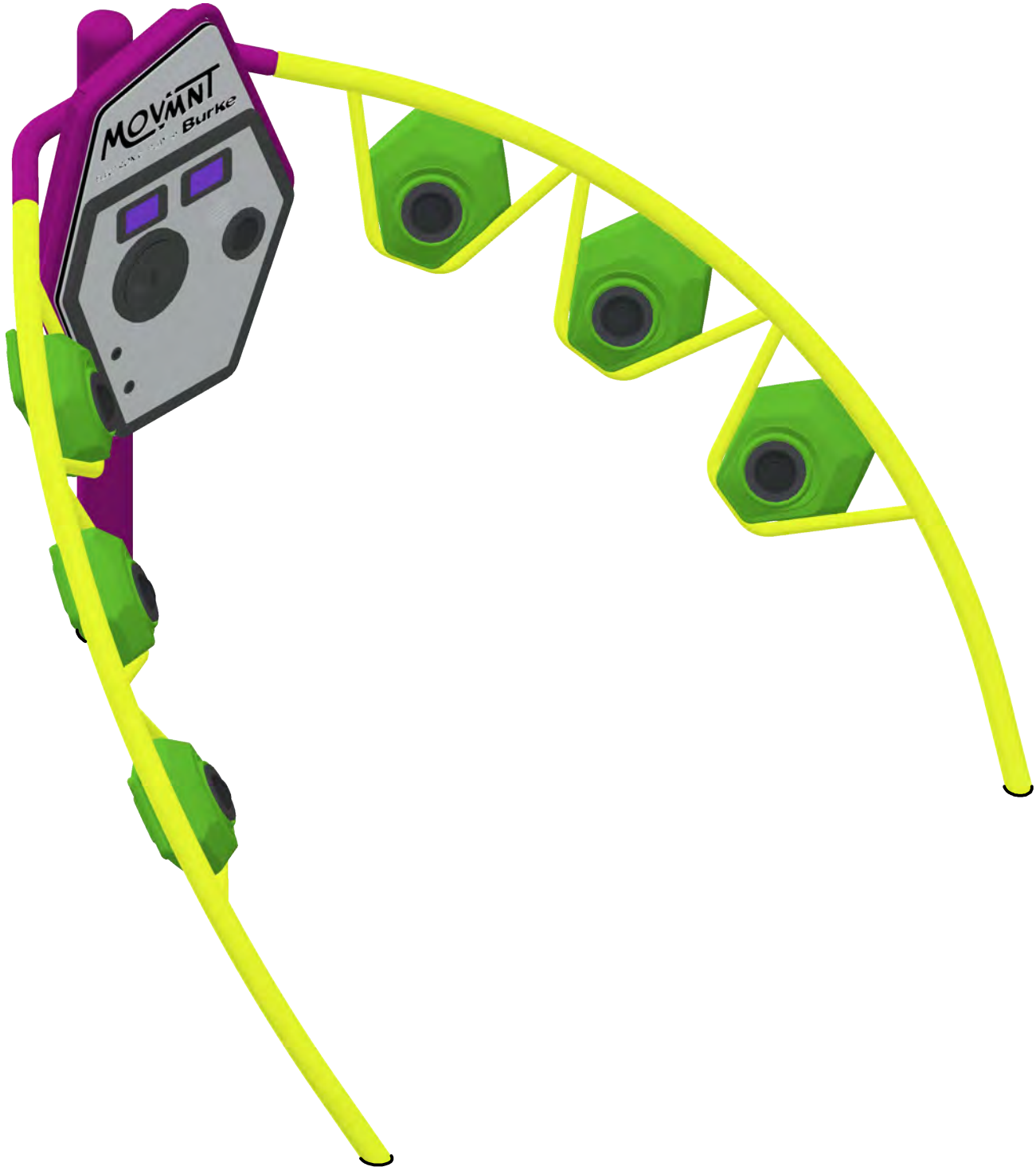
- Project Name: Centennial Park Teens Equipment
- Project Number: 125-201392-2
- User Capacity: 2
- Age Groups: 5 to 12
- Dimensions: 0 x 0
- Designer: Malorie Pierce

fun abounds has developed a custom playground configuration based on the requirements as they have been presented for the Centennial Park Teens Equipment playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 125-201392-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Centennial Park Teens Equipment project and to contact us with any questions that you may have.

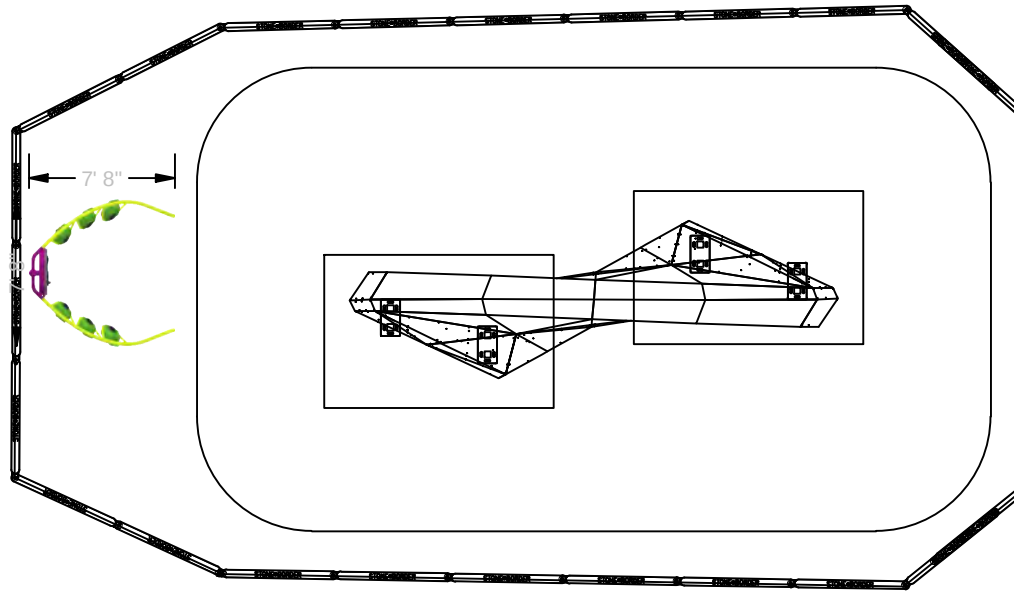
Thank you in advance for giving us the opportunity to make this project a success.

2200 S Friendswood Dr | Friendswood, TX 77546



fun abounds
114 Venice Street | Sugar Land, TX 77478 | 281-793-8002

Proposal 125-201392-2 | 5/19/2025



AREA=1460 SQ. FT.
PERIMETER=150 LF
USE ZONE AREA=980 SQ. FT.

NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

SERIES Burke Basics

GROUP:
Freestanding
DESIGNED FOR AGES:
5 to 12

Centennial Park Teens Equipment

Friendswood, TX 77546

Burke
PLAY THAT MOVES YOU

SITE PLAN VIEW

05/19/2025

fun abounds
125-201392-2

Designer: Malorie Pierce

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM

OVERALL BOUNDING OF USE ZONES

Area: 58.3 sq.ft.
Perimeter: 30.5 ft.

STRUCTURE SIZE 8"x7' 8"

POST SIZE(S):

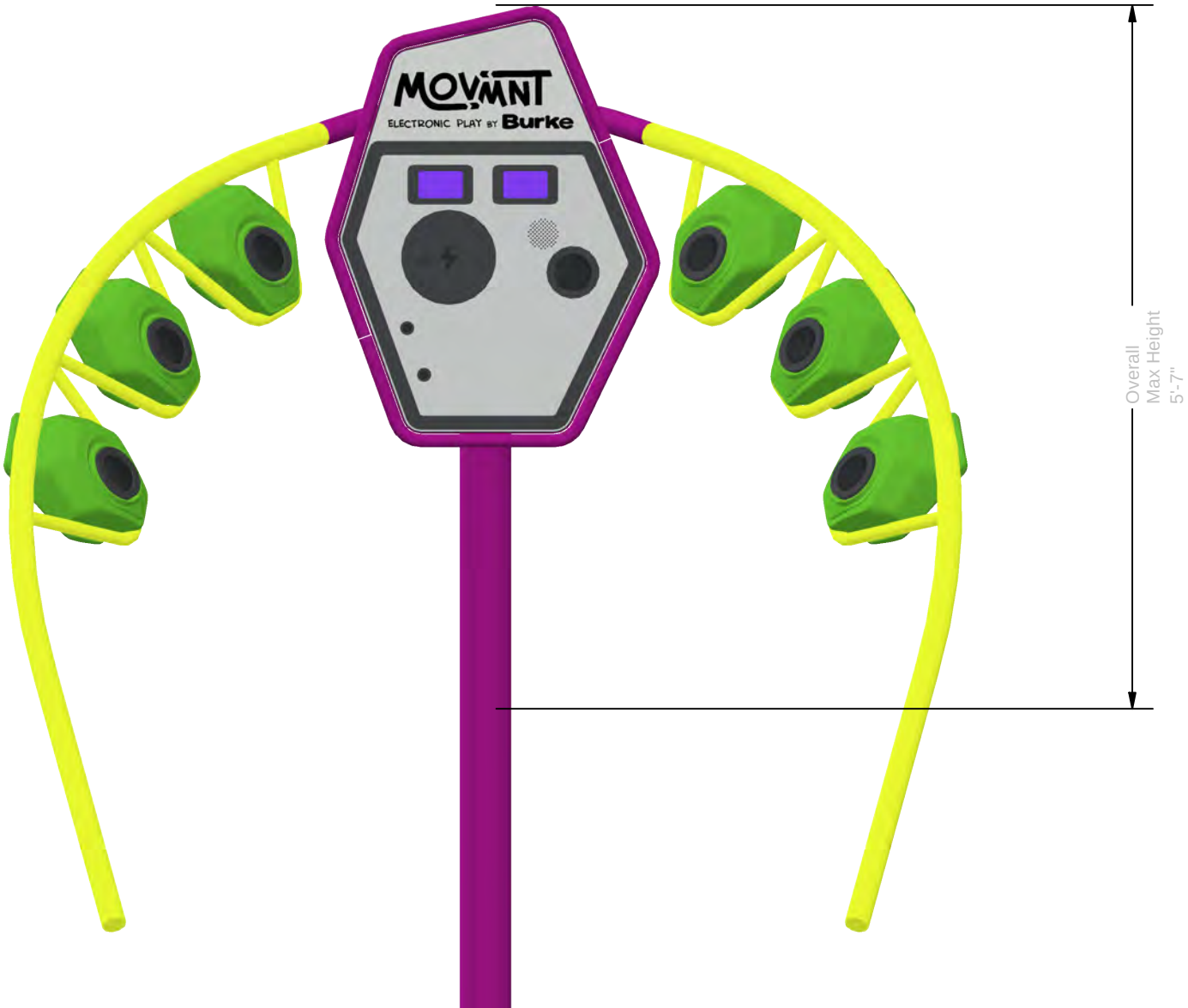
**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
1	0 / 0	0 / 0	0 / 0	1 / 0	1 / 0

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



SERIES Burke Basics

GROUP:

Freestanding

DESIGNED FOR AGES:

5 to 12

ELEVATION VIEW

Centennial Park Teens Equipment

Friendswood, TX 77546

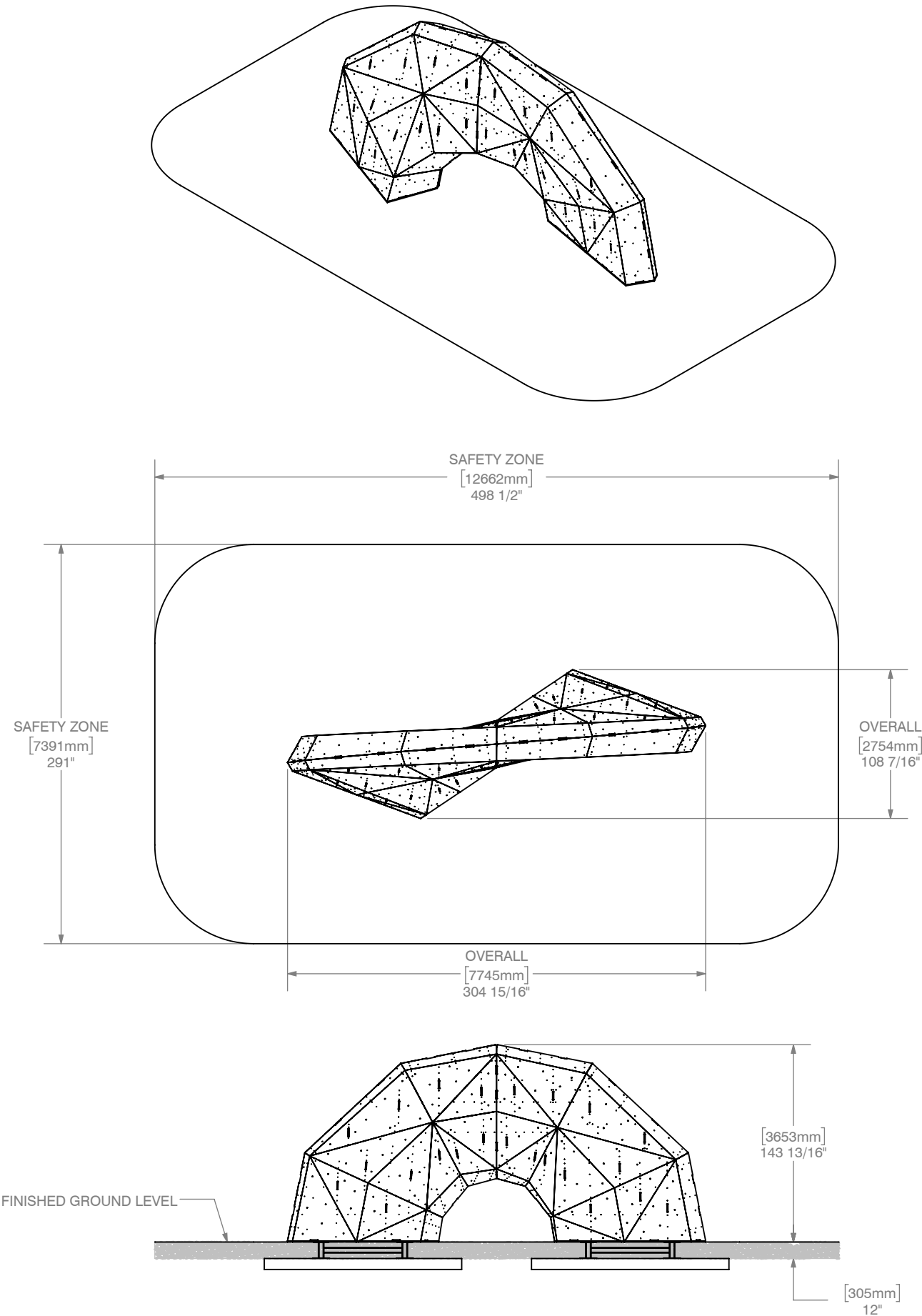
Burke
PLAY THAT MOVES YOU

05/19/2025

fun abounds
125-201392-2

Designer: Malorie Pierce

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM





Estimate



fun abunds, inc.
 114 Venice
 Sugar Land, TX. 77478
 855-226-8637 phone
 281-265-0043 Fax
 Leigh Walden, President
 lwalden@fabplaygrounds.com
 www.fabplaygrounds.com

Estimate

Date	Estimate #
5/20/2025	12639

Oz Estrada
 Playground Specialist
 Southern Houston & East Texas
 oz@fabplaygrounds.com
 832-808-1537

We are pleased to provide this estimate for

City of Friendswood

Ship to:

Rep	Terms	Project
OZ	30% deposit requ...	Teens Playground

Item	Description	Qty	Rate	Total
Buyboard Number	CENTENNIAL PARK: TEENS PLAYGROUND Buyboard 679-22		0.00	0.00
Burke	BURKE EQUIPMENT BCI Burke Custom Playground #125-201392-2 - Movmnt Inclusive - Round Playmat 6'	1	18,682.00	18,682.00
Freight	Freight for Burke Equipment - ABF L4177H1405 Delivery To: POI Santa Fe, TX TREKFIT EQUIPMENT	1	1,114.00	1,114.00

Thank you for allowing us to submit this proposal.

Subtotal

**PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
 Thank you! We appreciate the opportunity to earn your business!**

Sales Tax..

Total

City of Houston WBE
 (Women's Business Enterprise)
 Certificate #20-2-11596

Signature

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!



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Item	Description	Qty	Rate	Total
Trekfit	Summit Boulder w/Information Panel	1	59,950.00	59,950.00
Freight	Freight for all Trekfit Equipment	1	11,460.00	11,460.00
	Delivery To: POI Santa, Fe TX			
	SITE PREP & INSTALLATION OF EQUIPMENT			
Geotextile	Geotextile (per cy)	45	10.51111	473.00
EWf - Blow in	EWf - Blow in 980 sq. ft.	45	64.00	2,880.00
APS-Border12" Freight	12" APS Playground Border with Surfacing Guide and 1 spike; Includes freight	35	35.00	1,225.00
APS-ADA Sidewalk Mou...	ADA Sidewalk Mount Half Ramp System for use with 8" or 12" borders	1	570.00	570.00
2BY2BB4	2 by 2 - Border Bench	3	333.33333	1,000.00

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Item	Description	Qty	Rate	Total
Installation	Installation of the following: Burke Movmnt Burke 6 ft. Wear Mat for Movmnt Trekfit Summit Boulder (includes the 2 ea. 8" footers) Plastic Borders	1	25,788.00	25,788.00
Buyboard HUB Certificate	Buyboard Discount Certificate/VID Number: 1364766562200 File/Vendor Number: 496631 Approval Date: 14-FEB-2023 Scheduled Expiration Date: 28-FEB-2026		-5,660.00 0.00	-5,660.00 0.00

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Item	Description	Qty	Rate	Total
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after an order has been received, a minimum of 5% restocking to full replacement pricing of item will be required. Price valid for 30 days.		0.00	0.00
Tax Exempt Form	Please remit your tax exemption certificate to have tax removed.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3.10% service fee.		0.00	0.00
Single Mobilization	This quote is based on single mobilization by each trade. Should additional mobilizations be required there may be additional charges.		0.00	0.00

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Rep	Terms	Project
OZ	30% deposit requ...	Teens Playground

Item	Description	Qty	Rate	Total
Nondisclosed underground	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility. We HIGHLY recommend a private locate service scan the site BEFORE we arrive on site.		0.00	0.00

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OZ	30% deposit requ...	Teens Playground

Item	Description	Qty	Rate	Total
Force Majeure	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease, contagion, strikes, or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be re-assessed.		0.00	0.00

Thank you for allowing us to submit this proposal.

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City of Friendswood

Ship to:

Rep

Terms

Project

OZ

30% deposit requ...

Teens Playground

Item

Description

Qty

Rate

Total

Schedule

There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.

0.00

0.00

Thank you for allowing us to submit this proposal.

Subtotal

\$117,482.00

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.

Thank you! We appreciate the opportunity to earn your business!

Sales Tax..

\$0.00

Total

\$117,482.00

City of Houston WBE
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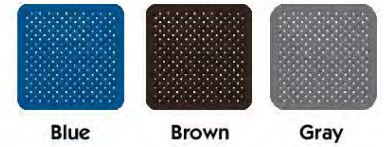
Color Options & Warranty

COLORS THAT MOVE YOU

POWDER COAT PAINT



PLATFORMS



SOLIS HUE TOPPERS



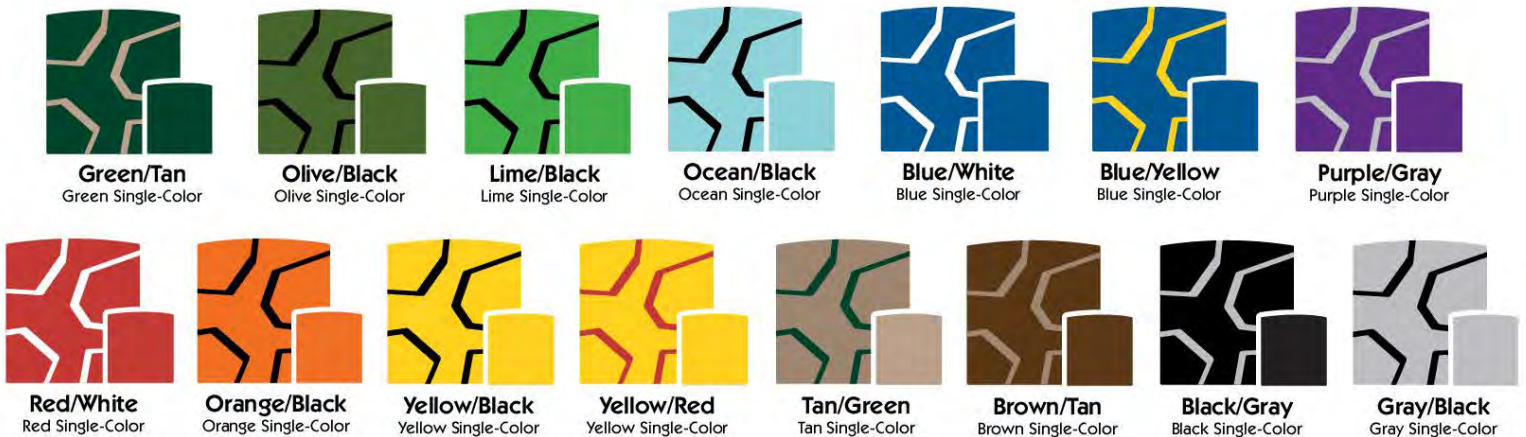
TRADITIONAL SERIES SITE AMENITIES



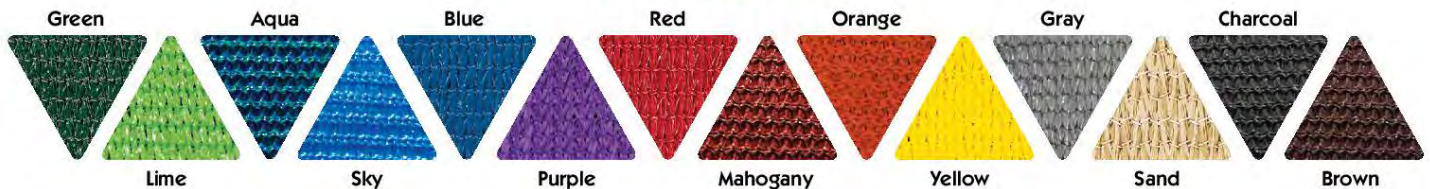
ROCKIT CLIMBERS



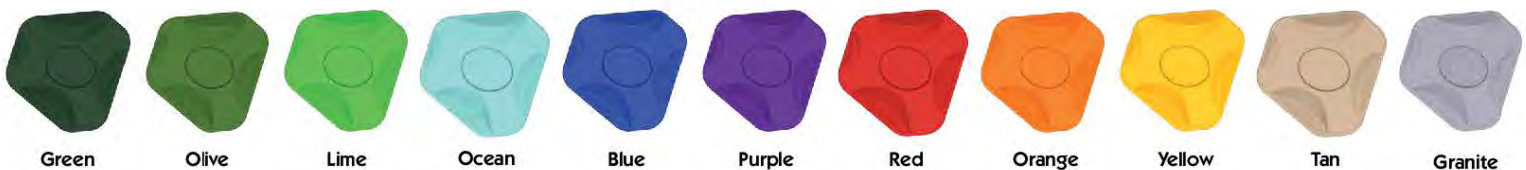
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLOR](https://www.bciburke.com/color) TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BCIBURKE.COM

Burke

800.266.1250

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire™, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4Me® against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2024

BOULDER COLOR OPTIONS
(NO EXTRA CHARGE)

1620-5C
Pale Grey



1520-5C
Silver



1610-5C
Graphite



1640-5C
Sage



1410-5C
Smokey Green



1130-5C
Taupe



1120-5C
Beige



1110-5C
Canyon Red





Installation Experience & Certifications



Executive Summary - Personnel

Thomas Driscoll, President/Superintendent (CPSI #50717-0424)

- Since 2008, Thomas Driscoll, President of Premier Outdoor, has provided complete commercial playground installation services throughout Texas. He has offered turnkey construction and installation services, and handled everything including consultation, excavation, demolition, layout, drainage, concrete, installation, and shade structures services. Mr Driscoll has ensured that every playground installed surpasses all state and federal standards for safety and durability. All his playground installations are thoroughly inspected by one of our in-house certified playground safety inspectors. His expertise and experience in playground equipment installation ensures that our communities are kept safe, and our customer's investments are protected.

Benjamin McCarthy, Project Manager

- Benjamin McCarthy has over 7 years of experience with Construction Supervision and Project Management and has managed a variety of different construction projects throughout his career. Mr. McCarthy joined the Premier Outdoor Installation team in February 2019. In that time Mr. Pemstein has successfully supervised several playground and construction projects from start to finish all over the Central and South Texas regions.

Serghei, Nicoara Foreman

- Ramigio Ayala has been with Premier Outdoor since 2018 and has brought to the team several years of construction experience with him. In the last 7 years, Ramigio has successfully completed hundreds of playground installations with professionalism and efficiency. 7

2 Locations in Texas

Houston Area
2630 Cemetery Road
Santa Fe, TX 77517

Austin/San Antonio Area
9485 S. I-35 Frontage Road
New Braunfels, TX 78130

Email: info@premieroutdoors.com

Phone: (281) 924 0271 main

Web: premieroutdoors.com



**Certified
Playground
Safety Inspector**

Owner: Tom Driscoll, CPSI (#50717-0424)

Members of:



**National Recreation
and Park Association**



Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1364766562200**
Approval Date: **February 14, 2023**
Scheduled Expiration Date: **February 28, 2026**

In accordance with the Memorandum of Agreement between the
CITY OF HOUSTON
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

fun abounds, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **February 14, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into the City of Houston's program, you must immediately (within 30 days of such changes) notify the City of Houston's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the City of Houston's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



fun abounds, Inc.

is duly certified as a

Women Business Enterprise (WBE)

Certified Categories:

NAICS 423910: PLAYGROUND EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

Certification Number: 20-2-11596

A handwritten signature in black ink, likely belonging to the Director of Office of Business Opportunity.

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following web link: <https://houston.mwdbe.com/?TN=houston>.

National Recreation and Park Association

Let it be known that

OSWALD ESTRADA

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector



CHAIRPERSON



NRPA PRESIDENT AND CEO



Certified
Playground
Safety Inspector

March 06, 2024

DATE CERTIFIED

60712-0427

CERTIFICATION NUMBER

April 01, 2027

EXPIRATION DATE



NATIONAL RECREATION
AND PARK ASSOCIATION



*Thank you for allowing us
to present this proposal to you.
We would love the opportunity to
"create playground memories filled with fun"
for:*



114 Venice St, Sugar Land, TX 77478
361-230-3006
oz@fabplaygrounds.com
www.fabplaygrounds.com

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/12/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the disposal of four (4) Public Works vehicles through Public Surplus Auction.

Originating Department: Public Works

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

The Public Works Department has four (4) Public Works vehicles that are ready for disposal. The items will be disposed of through Public Purchase Auction. All of these vehicles and equipment have been in service for 10 years or more. The vehicles were replaced per the City's Vehicle Replacement Plan. If approved, the vehicles to be auctioned are identified below:

PW59 2014 Ford F350 2x4 - VIN# 42649

PW60 2015 Ford F250 2x4 - VIN# 44887

PW61 2015 Ford F350 2x4 - VIN# 53415

PW76 2018 Chevrolet 1500 4x4 - VIN# 01186

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

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

ATTACHMENTS

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/26/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the disposal of two (2) Police Department vehicles through EBlock Houston.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item approves the disposal of two (2) Police Department vehicles, specifically, P295, which is a 2016 Ford Explorer, and P402, which is a 2017 Ford Explorer, through EBlock Houston, formerly Houston Auto Auction. The department has decommissioned these vehicles, which have been in service since 2016 and 2017 respectively, and proposes their disposal through services provided by EBlock Houston.

Costs associated with keeping these vehicles suitable for service are high, thus, making the most cost-effective solution that of auction. These units were replaced in 2021 and 2022. The vehicles will be decommissioned per the standards set by Local Government Code, Section 272.006 Sale or Transfer of Law Enforcement Vehicle, which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

Auction proceeds from the vehicle sale will be recorded in the City's Vehicle Replacement Fund to help offset the cost of future vehicle purchase(s).

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of all of these vehicles will be deposited into the Vehicle Replacement Fund (VRF).

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/26/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider accepting the First Baptist Church Infrastructure Improvements Project and authorizing the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for the acceptance of the First Baptist Church Infrastructure Improvements Project (hte "Project") and authorizes the commencement of the contractor's one-year maintenance period.

City staff has inspected the Project and has found the public infrastructure to be built in compliance with City specifications.

The City has received a one-year maintenance bond from the Contractor to correct any work found deficient during this one-year period. Upon completion of this period, the City will take full ownership and maintenance responsibility for the infrastructure.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Maintenance Bond - First Baptist Church

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/26/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider accepting the 2023 Tank Rehabilitation Project to CFG Industries, LLC, and authorizing the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes acceptance of the 2023 Tank Rehabilitation Project (the "Project") and commencement of the contractor's one-year maintenance period.

The Project included rehabilitation of four water storage tanks within the City's distribution system. Work consisted of interior and exterior blasting and recoating, repairs to corroded ladders, metal plates, and appurtenances, as well as other necessary structural improvements.

On March 6, 2023, City Council awarded the contract to CFG Industries, LLC, in the amount of \$1,918,375. CFG is a highly experienced contractor with a record of completing similar projects throughout the Houston metropolitan area. Project costs were funded through the 2021 Water/Sewer Bond Series.

City staff has inspected the completed work and confirmed that it complies with City specifications. A one-year maintenance bond has been provided by the contractor to cover any deficiencies identified during the maintenance period. Upon completion of this period, the City will assume full ownership and maintenance responsibility for the rehabilitated infrastructure.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Rehabilitation of these water tanks extends their service life and ensures continued reliability of the City's water distribution system. In addition, the elevated storage tank on FM 528 adjacent to the animal shelter now features a refreshed City logo, providing a welcoming landmark for residents and visitors entering Friendswood.

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. Maintenance Bond - 2023 Tank Rehab
2. Consent of Surety - 2023 Tank Rehab
3. Certification of Final Completion - 2023 Tank Rehab



September 8, 2025

Michael Medwedeff, CFM
Assistant Director of Engineering – Projects
City of Friendswood
15355 Blackhawk Blvd.
Friendswood, TX 77546

Reference: Engineer's Certification of Final Completion for
Friendswood Water System Improvements Water Storage Tank Rehabilitation
Rehabilitation of the 0.5 MG GST at Water Plant #3, the 0.5 MG GST at Water Plant #4,
the 0.5 MG GST #2 at Surface Water Plant #1 and the 1.0 MG EST #2
IDS Project No. 2380-001-00

Dear Mr. Medwedeff:

I hereby certify that to the best of my knowledge the work covered by the above referenced contract has been substantially and finally completed in accordance with the plans, contract documents and specifications as of August 6, 2025.

Contractor's One-Year Maintenance Period will be effective on the date of the City of Friendswood City Council Acceptance of Final Completion in accordance with Paragraph 39 of the General Conditions of the Agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marcel Khouw", is positioned above the printed name.

Marcel Khouw, P.E., Assoc. DBIA
Senior Project Manager

cc: Ivan Ortega, City of Friendswood
Taylor Pierce / Jenfer Rico, CFG Industries, LLC.
Wade Parks, P.E., Garver

\\idseg.com\fs\Projects\2300\238000100 Friendswood WST Rehab\CPS\060 Corres\Final Completion Letter\Engineers Certification of Substantial Completion - IDS.docx

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/04/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the ad valorem tax report for July 2025.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. GalCo Tax July 2025



Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston

722 21st Street, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@galvestoncountytx.gov

August 5, 2025



The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of July, 2025 is true and correct.

Under my hand and seal this 5th day of August, 2025.



Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Sergio Cruz, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland
Bay Colony West MUD

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

Galveston County MUD No. 2
Galveston County MUD No. 3
South Shore Harbour MUD No. 2
South Shore Harbour MUD No. 3
South Shore Harbour MUD No. 6
South Shore Harbour MUD No. 7

Galveston County MUD No. 35
Galveston County MUD No. 82

Non Entity Partners (as appropriate):

Clear Creek Independent School District
Friendswood Independent School District
Santa Fe Independent School District
Texas City Independent School District
GC Consolidated Drainage District
Flamingo Isles MUD
Galveston Co Management Dist #1
Galveston County MUD No. 1
Galveston County MUD No. 6
Galveston County MUD No. 14
Galveston County MUD No. 15
Galveston County MUD No. 29
Galveston County MUD No. 30

Galveston County MUD No. 31
Galveston County MUD No. 32
Galveston County MUD No. 39
Galveston County MUD No. 43
Galveston County MUD No. 45
Galveston County MUD No. 46
Galveston County MUD No. 52
Galveston County MUD No. 54
Galveston County MUD No. 56
Galveston County MUD No. 66
Galveston County MUD No. 68
WCID No. 8
West Ranch Management Dist. #1

08/01/2025 08:49:33 4894966
TC298-D DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2025 THRU 07/31/2025
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 39
INCLUDES AG ROLIBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIE AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2024	M & O	.404140	139,062.72	.00	9,946.33	.00	149,009.05	8,928.27	.00	.00	157,937.32
	I & S	.110032	37,861.58	.00	2,707.97	.00	40,569.55	.00	.00	.00	40,569.55
	TOTAL	.514172	176,924.30	.00	12,654.30	.00	189,578.60	8,928.27	.00	.00	198,506.87
2023	M & O	.379450	455.35	.00	277.38	.00	732.73	312.64	.00	.00	1,045.37
	I & S	.121278	145.93	.00	88.69	.00	234.22	.00	.00	.00	234.22
	TOTAL	.500728	600.88	.00	366.07	.00	966.95	312.64	.00	.00	1,279.59
2022	M & O	.388560	831.88-	.00	140.27	.00	691.61-	116.18	.00	.00	575.43-
	I & S	.098754	211.42-	.00	35.64	.00	175.78-	.00	.00	.00	175.78-
	TOTAL	.487314	1,043.30-	.00	175.91	.00	867.39-	116.18	.00	.00	751.21-
2021	M & O	.385147	1,317.76-	.00	71.39	.00	1,246.37-	51.52	.00	.00	1,194.85-
	I & S	.102167	349.59-	.00	18.94	.00	330.65-	.00	.00	.00	330.65-
	TOTAL	.487314	1,667.35-	.00	90.33	.00	1,577.02-	51.52	.00	.00	1,525.50-
2020	M & O	.392153	945.65-	.00	9.32	.00	936.33-	5.82	.00	.00	930.51-
	I & S	.095161	229.49-	.00	2.26	.00	227.23-	.00	.00	.00	227.23-
	TOTAL	.487314	1,175.14-	.00	11.58	.00	1,163.56-	5.82	.00	.00	1,157.74-
2017	M & O	.432349	47.93	.00	48.90	.00	96.83	23.62	.00	.00	120.45
	I & S	.095000	10.53	.00	10.74	.00	21.27	.00	.00	.00	21.27
	TOTAL	.527349	58.46	.00	59.64	.00	118.10	23.62	.00	.00	141.72
ALL	M & O		136,470.71	.00	10,493.59	.00	146,964.30	9,438.05	.00	.00	156,402.35
	I & S		37,227.14	.00	2,864.24	.00	40,091.38	.00	.00	.00	40,091.38
	TOTAL		173,697.85	.00	13,357.83	.00	187,055.68	9,438.05	.00	.00	196,493.73
DLQ	M & O		2,592.01-	.00	547.26	.00	2,044.75-	509.78	.00	.00	1,534.97-
	I & S		634.44-	.00	156.27	.00	478.17-	.00	.00	.00	478.17-
	TOTAL		3,226.45-	.00	703.53	.00	2,522.92-	509.78	.00	.00	2,013.14-
CURR	M & O		139,062.72	.00	9,946.33	.00	149,009.05	8,928.27	.00	.00	157,937.32
	I & S		37,861.58	.00	2,707.97	.00	40,569.55	.00	.00	.00	40,569.55
	TOTAL		176,924.30	.00	12,654.30	.00	189,578.60	8,928.27	.00	.00	198,506.87

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 07/01/2025 THRU 07/31/2025
JURISDICTION: 337 FRIENDMD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2017 TOTAL			58.46	0.00	59.64	23.62...	0.00	141.72
2020 TOTAL			390.95	0.00	11.58	5.82	0.00	408.35
2021 TOTAL			544.97	0.00	90.33	51.52	0.00	686.82
2022 TOTAL			792.09	0.00	175.91	116.18	0.00	1,084.18
2023 TOTAL			1,668.31	0.00	366.07	312.64	0.00	2,347.02
2024 TOTAL			198,963.78	0.00	13,451.87	9,370.48	0.00	221,786.13
TOTAL PAYMENTS			202,418.56	0.00	14,155.40	9,880.26	0.00	226,454.22
2020 TOTAL			1,566.09-	0.00	0.00	0.00	0.00	1,566.09-
2021 TOTAL			2,212.32-	0.00	0.00	0.00	0.00	2,212.32-
2022 TOTAL			1,835.39-	0.00	0.00	0.00	0.00	1,835.39-
2023 TOTAL			1,067.43-	0.00	0.00	0.00	0.00	1,067.43-
2024 TOTAL			22,039.48-	0.00	797.57-	442.21-	0.00	23,279.26-
TOTAL REVERSALS			28,720.71-	0.00	797.57-	442.21-	0.00	29,960.49-
TOTAL FOR UNIT			173,697.85	0.00	13,357.83	9,438.05	0.00	196,493.73

FISCAL START: 08/01/2024 END: 07/31/2025 JURISDICTION: 0337 FRIENDWD CITY

CERT TAXABLE VALUE		ADJUSTMENTS		ADJ TAX VALUE		TAX RATE		TAX LEVY		PAID ACCTS	
-----		-----		-----		-----		-----		-----	
CURRENT YEAR	5,617,453.464		217,677.774	5,835,131.238	0	00.514172		27,883,680.64		18,295	
-----		-----		-----		-----		-----		-----	

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

2024	26,749,105.58	1,134,575.06	1,134,575.06	27,591,176.62	27,591,176.62	292,504.02	98.95	0.00
2023	305,039.31	160,746.47-	160,746.47-	54,023.08	54,023.08	90,269.76	37.44	0.00
2022	55,054.51	32,336.44-	32,336.44-	23,921.73-	23,921.73-	46,639.80	5.30-	0.00
2021	31,053.08	1,406.28-	1,406.28-	2,079.65	2,079.65	27,567.15	7.01	0.00
2020	21,493.73	1,512.36-	1,512.36-	34.80	34.80	19,946.57	.17	0.00
2019	16,049.82	68.26-	68.26-	767.76	767.76	15,213.80	4.80	0.00
2018	12,965.90	.00	0.00	672.57	672.57	12,293.33	5.19	0.00
2017	11,756.98	.00	0.00	600.34	600.34	11,156.64	5.11	0.00
2016	10,199.74	.00	0.00	472.45	472.45	9,727.29	4.63	0.00
2015	9,922.71	.00	0.00	322.27	322.27	9,600.44	3.25	0.00
2014	11,057.05	.00	0.00	344.89	344.89	10,712.16	3.12	0.00
2013	6,629.71	.00	0.00	321.99	321.99	6,307.72	4.86	0.00
2012	5,780.38	.00	0.00	321.99	321.99	5,458.39	5.57	0.00
2011	5,873.46	.00	0.00	322.58	322.58	5,550.88	5.49	0.00
2010	3,597.62	.00	0.00	1.18	1.18	3,596.44	.03	0.00
2009	5,155.54	.00	0.00	1.16	1.16	5,154.38	.02	0.00
2008	4,279.59	.00	0.00	1.16	1.16	4,278.43	.03	0.00
2007	1,319.37	.00	0.00	1.16	1.16	1,318.21	.09	0.00
2006	2,437.90	.00	0.00	0.00	0.00	2,437.90	0.00	0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61	0.00	0.00
2004	640.47	.00	0.00	0.00	0.00	640.47	0.00	0.00
2003	1,034.56	.00	0.00	0.00	0.00	1,034.56	0.00	0.00
****	27,271,617.62	938,505.25	938,505.25	27,627,543.92	27,627,543.92	582,578.95		0.00
CURR	26,749,105.58	1,134,575.06	1,134,575.06	27,591,176.62	27,591,176.62	292,504.02		0.00
DELQ	522,512.04	196,069.81-	196,069.81-	36,367.30	36,367.30	290,074.93		0.00

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2025
LAND VALUE	7,686,327,908	7,686,327,908	98,232,382	8,103,030-	90,129,352	7,776,457,260
AG EXCLUSION	36,196,207	36,196,207	17,500,324	4,640,280-	12,860,044	49,056,251
IMPROVEMENTS	1,020,792,976	1,020,792,976	262,482,837	36,417,197-	226,065,640	1,246,858,616
APPRAISED VALUE	7,686,327,908	7,686,327,908	360,715,219	44,520,227-	316,194,992	8,002,532,900
EXEMPTIONS	2,032,678,237	2,032,678,237	86,347,858	16,809,640	98,517,218	2,131,195,455
TAXABLE VALUE	5,617,453,464	5,617,453,464	274,367,361	56,689,587-	217,677,774	5,835,131,238
LEVY	26,749,105.58	26,749,105.58	1,891,295.66	756,720.60-	1,134,575.06	27,883,680.64
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						.00
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	369	226	601	11,267
OVER 65	3,772	3,772	83	55	139	3,911
DISABLED	190	190	3	8	11	201
VETERAN	268	268	15	6	23	291
TOTAL EXEMPT	86	86	0	0	0	86

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2025
LAND VALUE	7,378,007.830	7,378,007.830	111,392	618,466-	507,074-	7,377,500,756
AG EXCLUSION	32,425,077	32,425,077	0	13,602	13,602	32,438,679
IMPROVEMENTS	942,980,218	942,980,218	405,601	24,787,538-	24,381,937-	918,598,281
APPRAISED VALUE	7,378,007,830	7,378,007,830	516,993	25,406,004-	24,889,011-	7,353,118,819
EXEMPTIONS	2,071,397,163	2,071,397,163	0	10,411,722	10,425,324	2,081,822,487
TAXABLE VALUE	5,274,185,590	5,274,185,590	516,993	35,831,328-	35,314,335-	5,238,871,255
LEVY	305,039.31	305,039.31	2,641.25	163,387.72-	160,746.47-	144,292.84
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						.00
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	0	94	94	10,521
OVER 65	3,603	3,603	0	16	16	3,619
DISABLED	178	178	0	7	7	185
VETERAN	259	259	0	6	6	265
TOTAL EXEMPT	88	88	0	0	0	88

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2025
LAND VALUE	6,593,325,295	6,593,325,295	80,252	185,322-	105,070-	6,593,220,225
AG EXCLUSION	32,486,183	32,486,183	0	13,785	13,785	32,499,968
IMPROVEMENTS	873,775,097	873,775,097	157,678	6,436,788-	6,279,110-	867,495,987
APPRAISED VALUE	6,593,325,295	6,593,325,295	237,930	6,622,110-	6,384,180-	6,586,941,115
EXEMPTIONS	1,782,152,718	1,782,152,718	0	3,013,372	3,027,157	1,785,179,875
TAXABLE VALUE	4,778,686,394	4,778,686,394	237,930	9,649,267-	9,411,337-	4,769,275,057
LEVY	55,054.51	55,054.51	1,236.31	33,572.75-	32,336.44-	22,718.07
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	37	37	10,632
OVER 65	3,475	3,475	0	5	5	3,480
DISABLED	180	180	0	2	2	182
VETERAN	253	253	0	3	3	256
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2025
LAND VALUE	5,827,810,207	5,827,810,207	80,252	55,892-	24,360	5,827,834,567
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	0	649,262-	649,262-	774,508,203
APPRAISED VALUE	5,827,810,207	5,827,810,207	80,252	705,154-	624,902-	5,827,185,305
EXEMPTIONS	1,579,451,702	1,579,451,702	0	124,244-	124,244-	1,579,327,458
TAXABLE VALUE	4,214,667,192	4,214,667,192	80,252	580,910-	500,658-	4,214,166,534
LEVY	31,053.08	31,053.08	391.08	1,797.36-	1,406.28-	29,646.80
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	1-	1-	10,297
OVER 65	3,255	3,255	0	2-	2-	3,253
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	2	2	242
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 241
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2025
LAND VALUE	5,043,274,252	5,043,274,252	80,252	199,244-	118,992-	5,043,155,260
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	323,090-	323,090-	706,090,250
APPRAISED VALUE	5,043,274,252	5,043,274,252	80,252	522,334-	442,082-	5,042,832,170
EXEMPTIONS	1,218,139,975	1,218,139,975	0	102,001-	102,001-	1,218,037,974
TAXABLE VALUE	3,797,796,969	3,797,796,969	80,252	420,333-	340,081-	3,797,456,888
LEVY	21,493.73	21,493.73	391.08	1,903.44-	1,512.36-	19,981.37
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	0	0	10,220
OVER 65	3,163	3,163	0	1-	1-	3,162
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	0	0	221
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

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

PAGE: 242
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2025
LAND VALUE	4,537,437,822	4,537,437,822	0	118,992-	118,992-	4,537,318,830
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	0	0	0	645,931,872
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	118,992-	118,992-	4,537,318,830
EXEMPTIONS	1,018,439,121	1,018,439,121	0	105,902-	105,902-	1,018,333,219
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	13,090-	13,090-	3,494,301,920
LEVY	16,049.82	16,049.82	.00	68.26-	68.26-	15,981.56
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						.00
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	1	1	10,001
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 07/01/2025 thru 07/31/2025 as of 08/01/2025

Batch Seq
4895160

Report run on: August 1, 2025 10:18 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 93037	Print Date:08/01/2025						
	Current	28,998.54	7,895.23	0.00	0.00	0.00	36,893.77
	Delq	432.61	137.97	0.00	0.00	0.00	570.58
Last Deposit Date	07/02/2025	\$29,431.15	\$8,033.20	\$0.00	\$0.00	\$0.00	\$37,464.35
ACH 93083	Print Date:08/01/2025						
	Current	23,900.10	6,507.06	0.00	0.00	0.00	30,407.16
	Delq	61.47	19.39	0.00	0.00	0.00	80.86
Last Deposit Date	07/07/2025	\$23,961.57	\$6,526.45	\$0.00	\$0.00	\$0.00	\$30,488.02
ACH 93128	Print Date:08/01/2025						
	Current	13,301.72	3,621.54	0.00	0.00	0.00	16,923.26
	Delq						
Last Deposit Date	07/08/2025	\$13,301.72	\$3,621.54	\$0.00	\$0.00	\$0.00	\$16,923.26
ACH 93166	Print Date:08/01/2025						
	Current	12,842.94	3,496.66	0.00	0.00	0.00	16,339.60
	Delq	(3,803.46)	(995.88)	0.00	0.00	0.00	(4,799.34)
Last Deposit Date	07/18/2025	\$9,039.48	\$2,500.78	\$0.00	\$0.00	\$0.00	\$11,540.26
ACH 93207	Print Date:08/01/2025						
	Current	29,805.77	8,114.99	0.00	0.00	0.00	37,920.76
	Delq	266.74	85.26	0.00	0.00	0.00	352.00
Last Deposit Date	07/25/2025	\$30,072.51	\$8,200.25	\$0.00	\$0.00	\$0.00	\$38,272.76
ACH 93253	Print Date:08/01/2025						
	Current	40,159.98	10,934.07	0.00	0.00	0.00	51,094.05
	Delq	997.89	275.09	0.00	0.00	0.00	1,272.98
Last Deposit Date	07/31/2025	\$41,157.87	\$11,209.16	\$0.00	\$0.00	\$0.00	\$52,367.03
Total:		\$146,964.30	\$40,091.38	\$0.00	\$0.00	\$0.00	\$187,055.68

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: September 8, 2025

Date submitted: 08/14/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the minutes of the City Council and Friendswood Benefit Trust Joint Meeting held on August 4, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for the review and approval of the minutes of the City Council and Friendswood Benefit Trust Joint Meeting held on August 4, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2025 08 04 CC - FEBT Joint Meeting Minutes (DRAFT)

**MINUTES OF THE JOINT MEETING OF THE CITY COUNCIL FRIENDSWOOD
EMPLOYEE BENEFIT TRUST JOINT MEETING
AUGUST 4, 2025**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD AND THE BOARD OF DIRECTORS OF FRIENDSWOOD EMPLOYEE BENEFIT TRUST MET IN A JOINT MEETING ON MONDAY, AUGUST 4, 2025, AT 5:30 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

John Ellisor	Councilmember
Trish Hanks	Councilmember
Sally Branson	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Mayor Pro Tem
Michael P. Ross	Councilmember

Mike Foreman	Mayor
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Morad Kabiri	City Manager
Karen Horner	City Attorney
Raquel Martinez	City Secretary

AND

John Ellisor	Director
Sally Branson	Director
Trish Hanks	Director
Robert J. Griffon	Director
Joe Matranga	Vice Chair
Michael P. Ross	Director

Mike Foreman	Chair
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Morad Kabiri	City Manager
Karen Horner	City Attorney
Raquel Martinez	Assistant Secretary

1. CALL TO ORDER

Mayor Foreman called the joint meeting to order with a quorum present at 5:30 P.M.

2. INVOCATION

The invocation was led by Pastor Mike Ross of the Church of Christ Friendswood, Texas.

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

Mayor Foreman led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Mayor Foreman opened the item sharing that this weekend he went to Fire Station One to attend the Fire Chief Badge-Passing Ceremony as well as the first annual Figgy Kids Triathlon. Councilmember Branson commented that her two grandsons competed in the triathlon and had a great time. She also reported the museums in Friendswood were open and an heir of the Perry Home, Bonnie Glines Watts, visited. She further shared she attended a BayTran event and met the new replacement for Liza Paul, Glenn Allbritton.

Councilmember Hanks took a moment to recognize Former Fire Chief Stan as he has done a marvelous job, and she has read some things that have been attributed to him and that he has accomplished over the years. He's had a stellar career and a lot of respect from people and appreciates his service in Friendswood. She additionally commented on the newly finished electrical box art that is being coordinated by Keep Friendswood Beautiful. She reminded residents that teachers are back at work, and students return to school next week, urging caution on the road.

Mayor Pro Tem Matranga also praised the triathlon event and further recognized the Animal Control team for a successful open house and shelter adoption event on July 27. On that note, he suggested exploring extended shelter hours.

Councilmember Ross praised the Parks and Recreation department for the Senior Barbecue Fundraiser on July 15, which they did an outstanding job of raising funds for the seniors' program and sold 330 plates. He also requested more volunteers for Keep Friendswood Beautiful and the Fourth of July Committee.

5. PUBLIC COMMENT

Mayor Foreman announced the following citizens had signed up to provide a public comment.

Mr. Don Johnson spoke before Council to relay that he lives near the great big detention basin project. He urged maximizing basin storage for future conveyance projects and requested similar efforts for the Whitcomb property and Blackhawk, as well as maximizing the one at Dixie Farm Road.

Friendswood Volunteer Fire Department (FVFD) President Jennifer Maxwell introduced new Fire Chief Matthew (Matt) Fuentes to City Council.

FVFD Fire Chief Matt Fuentes presented himself to Council and shared his vision to maintain professionalism. He also invited Council to call him anytime for assistance.

Mr. Matt Lowe spoke on behalf of Waste Connections to provide his contact information to Council for trash service questions and concerns.

6. SPECIAL RECOGNITION AND ACKNOWLEDGMENTS

A. Present the City of Friendswood Five Star Spirit Award for the First Quarter of 2025 to Jose Briones, the Assistant Streets & Drainage Superintendent in the Public Works Department.

City Manager Morad Kabiri presented the City of Friendswood Five Star Spirit Award for the First Quarter of 2025 to Assistant Streets & Drainage Superintendent Jose Briones. Mr. Kabiri shared that on January 20th or so, a stranded motorist had been waiting on the side of the road for over an hour for AAA

to help change their tire. Mr. Briones noticed the stranded motorist and stopped to help the motorist despite having work to do.

7. COMMITTEES OR SPECIAL REPORTS

A. Receive the Community & Economic Development Committee Annual Report

The Mayor noted report was included in the agenda packet provided to Council. As they were down a few members, Councilmember Branson requested for those that are interested to submit their applications for this committee. With that, Mayor Foreman considered the item received.

B. Receive the Community Development Department's Quarterly Update.

Community Development Department Director Aubrey Harbin provided the department's quarterly update to Council with the following highlights:

DEPARTMENT UPDATES & ACHIEVEMENTS

Staff Certifications & Training

- Robert Cantu earned the ICC Residential Combination Inspector Certification (building, electrical, mechanical, plumbing).
- Aubrey Harbin earned the Certified Floodplain Manager (CFM) certification.
- Diana Lopez and Christian Moreno attended the annual ESRI Conference in San Diego, gaining insights into future GIS developments.
- Ruben Garcia assisted Kerrville's public water system recovery through the Texas A&M Public Works Response Team.

ONGOING INITIATIVES

Development Review Committee (DRC)

- Hosted 10 meetings (April–July) to guide property owners and developers through the process before property purchase.

Code & Legislative Updates

- Building and Fire Code update delayed pending fire code commentaries.
- Reviewing state legislative changes affecting zoning, signage, and other regulations.
- Review and update insurance requirements for contractors/property owners.
- Planning to contract a third-party consultant for post-disaster damage assessments.

Comprehensive Plan Update

- Received a \$250,000 GLO Resilient Communities Program grant.
- Plan will integrate hazard mitigation, population/housing studies, land use, zoning ordinance updates, infrastructure planning, and a capital improvement plan.
- Vendor selection completed; contract expected for August 25, 2025, Council meeting.
- Adoption of the plan and ordinance updates required within 24 months of contract execution.

GIS

New Hire

- GIS Tech Christian Moreno joined on June 16, 2025. He holds a degree in Urban & Regional Planning from Texas A&M University and has prior experience with the City of College Station.

Public Hub (launched 2020)

- 200,000+ clicks; includes maps for trash/recycling days, school districts, voting precincts, flood zones, and more.

Interactive Map

- Internal: 7,000+ clicks;
- Public: 3,000+ clicks.

What's Happening in Friendswood Story Map

- Updated monthly with details and photos of ongoing developments, such as:
 - Sterling Falls Venue: Under construction at 2600 S. Friendswood Drive.
 - Friendswood Community Hospital: Nearing completion.

PLANNING & ZONING COMMISSION

April–July 2025

- 5 meetings: 1 site plan, 4 site plan amendments, 3 plats (preliminary, final, replat).
- 0 zone change recommendations.
- 2 zoning ordinance amendments (commercial outdoor uses; perimeter landscaping/screening).

Planning Subcommittee

- Comprehensive Plan – will work with vendor selected as part of the grant process.

Ordinance Subcommittee

- Review/update Zoning Ordinance – will be included in GLO grant project; review accessory structure regulations and definition of principle structures.

General Items

- Monitor development along FM 528 – consider possibilities such as micro zoning and review uses currently allowed along FM 528.
- Review/recommend updates to the Design Criteria Manual regarding Downtown District Amenities – Appendix E.
- Review planning topics and determine if ordinances are necessary in relation to drones and aerial taxis.
- Monitor Texas Legislative Session changes.

8. WORK SESSION TOPICS

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

Engineering Director Jil Arias presented an update of the City of Friendswood Capital Improvement Projects to Council with the following highlights:

BLACKHAWK BOULEVARD IMPROVEMENTS

Phase II-B

- Original contractor defaulted; City resolved issues with Liberty Mutual.
- Contractor to complete west half first, then incorporate east half into Phase II-C.
- Work expected to start within 1–2 weeks; estimated 6–8 weeks to complete, weather permitting.

Phase II-C

- Will include remaining II-B work and final segment.
- Planned bid release late 2025, with completion projected early 2027 after a construction pause.

Funding

- \$9.6M (2022 & Precinct 2 Partnership, Street Improvements Sales Tax, W/S Working Capital).

On this item, Councilmember Ross voiced resident concerns about speeding in the construction zones and requested temporary speed limit signage. Staff agreed to look into that matter.

24-INCH CLEAR CREEK WATERLINE CROSSING

Scope

- Install 24” fused water transmission main from Blackhawk Blvd. to FM 518 using open-cut and trenchless methods.

Progress

- Began in July 2025, near FM 518 & Spreading Oaks; currently moving toward Clear Creek crossing.

Expected Completion

- End of 2025, weather dependent.

Funding

- \$4.98M (W/S Bonds, ARPA funds)

SURFACE WATER PLANT #1 – TANK REPLACEMENT

Location

- Blackhawk Blvd. near FM 528.

Key Milestone

- Relocated AMI tower to allow construction space.

Reason for Replacement

- Old tank rated structurally deficient in inspection.

Schedule

- Demolition of old tank planned for Fall 2025; new tank completion by October 2026.

Purpose

- Increase water storage capacity.

Funding

- \$5.02M (W/S Bonds, ARPA funds)

H-GAC UNIFIED PLANNING WORK PROGRAM (UPWP)

Active Transportation Plan

- Formerly “Master Trail Plan.”
- Goals: Improve pedestrian/bike accessibility, connectivity, safety.
- Public engagement includes July 4 pop-up at Stevenson Park; 68+ survey responses.
- Upcoming meetings: Steering Committee – Aug. 29, 2025; Stakeholder – Sept. 4, 2025.

Friendswood Parkway Corridor Study

- Finalizing alignment to match ongoing development; report nearing completion.
- Funding: \$500K by H-GAC; no local match.

2024 H-GAC CARRY-OVER SPENDING PROJECTS

Intersection Improvements (Engineering by TxDOT)

- FM 528 @ Bay Area Blvd. – Additional lanes in existing ROW.
- FM 528 @ Winding Way – New NB right-turn lane.
- FM 528 @ FM 518 – Dual left-turn lanes along FM 528.
- FM 528 @ Sunset – Restriping/reprogramming signals for additional SB left-turn lane.

Status

- Survey work done July 2025; letting Dec. 2026.

Funding

- \$2.6M (H-GAC funds, 20% local match; match can be offset by other transportation projects).

Councilmember Griffon emphasized the need for these intersections, FM 518 and FM 528 in particular, to be widened rather than restriped. City Manager Morad Kabiri relayed there would be physical widening on that intersection and additionally addressed the effectiveness of the improvements.

FRIENDSWOOD PARKWAY “E” PHASE

Scope

- Environmental/preliminary engineering north of FM 528 toward FM 2351.

Coordination

- Partnership with H-GAC, TxDOT, and Brazoria County.

Funding

- No local contribution; part of broader regional project planning.

Timeline

- Segment north to FM 1959 ranked highest regional project; construction targeted for 2033.

Councilmember Ross requested a map that details which area of the parkway is handled by which party. Mr. Kabiri relayed that it could be provided and gave anecdotal information.

9. MUNICIPAL BUDGET FOR FISCAL YEAR 2025-26

A. Receive and discuss a presentation regarding the City of Friendswood Proposed FY2025-26 Municipal Budget.

Finance Director Rhonda Boskas provided a presentation regarding the City of Friendswood Proposed FY2025-26 Municipal Budget to Council with the following highlights:

BUDGET CONTEXT & VISION

Vision Statement (Adopted July 1, 2024):

- Guide for aligning budget with Council’s short- and long-term objectives, resource allocation, and goal setting.

Budget Prepared

- Delivered July 31, 2025; changes can be made until adoption.

KEY BUDGET DRIVERS

Personnel Costs

- +\$3.2M from FY25, including full FY25 salary survey impact, 2.75% merit increases, and new FTEs from decision packages.

Insurance

- Vehicle +27%, property insurance +14%.

Deferred Maintenance

- \$500K reserve maintained for infrastructure, building, and equipment needs.

FVFD Contract

- +\$80K, plus capital financing for an ambulance and ladder truck.

Other Drivers

- Forces at Work (mandated/market-driven costs) and decision packages.

ALL FUNDS OVERVIEW

Total Proposed Revenue: \$116.8M

- 40% from taxes (property, sales, franchise).
- 27% from fund balance/retained earnings (bond/grant proceeds for capital projects).
- 21% from charges for services (Utilities, Parks & Rec, EMS).
- 6% from intergovernmental sources.

Total Proposed Expenditures: \$116.8M

- \$45M for capital improvements (GO bonds, grants).
- Public Safety – 19%; Public Works – 12%; Debt Service – 11%; General Government – 9%; Parks & Rec – 5%; Remaining (CDD, Engineering, Library, Vehicle Replacement) – 5%.

GENERAL FUND

Revenue: \$45.9M (↑ \$4.1M from FY25)

- Property taxes +\$1.7M.
- Sales taxes +\$1.4M.
- Interfund transfer from Water/Sewer +\$500K.
- 80% of GF revenue from taxes; 20% from services, permits, fines, intergovernmental, and miscellaneous.

Proposed Tax Rate: \$0.526746 (↑ 1.26¢ from current; ~4¢ below voter-approval rate)

- No-new-revenue rate (NNRR): \$0.5012.
- Estimated taxable value: \$6.2B (+\$348M); \$97.9M from new construction.
- \$1.3B in over-65 freeze ceiling value (+3%).
- \$590K increase in debt service = ~1.1¢ on tax rate.

Tax Bill Impact (Example): \$200K home with 20% homestead exemption = +\$20/year at proposed rate.

Forces at Work & Decision Packages

- Forces at Work: Unavoidable costs from laws, contracts, market (e.g., Axon Taser contract, radio refresh, FVFD contract, appraisal district fees).
- Funded Decision Packages: \$2.8M total (\$290K one-time, \$2.7M ongoing).
 - ~\$2.5M for personnel; partially offset by \$286K from W/S fund transfer.
 - 16 new FTEs added — many deferred needs from prior years.
- Unfunded Decision Package: \$30K for social media/communications (council support expressed for finding funding to include it).

Expenditures: \$45.8M.

- Public Safety – 49%; Parks & Rec – 14%; Public Works – 7%; Remaining – various departments.

WATER & SEWER FUND

Revenue: \$23.5M (mostly utility fees; +\$1.6M from FY25).

- Includes Jan. 1, 2026, rate increase.

Expenses: \$23.5M (+\$1.3M from FY25 excluding Houston “cash call”).

- Drivers: +\$500K interfund transfer to GF; +\$771K to W/S debt service (March 2025 revenue bonds).
- Funded Forces at Work: \$2.4M.
- Funded Decision Packages: \$397K (2.75% merit, W/S vehicle upgrade, GF staffing support).

Special Note: \$1.4M saved due to settlement with City of Houston over long-disputed water rights payment.

BUDGET ADOPTION TIMELINE

- Workshops: Aug. 4 & Aug. 13, 2025.
- Public Hearing on Budget: Aug. 25, 2025 (possible adoption).
- Public Hearing & Adoption of Tax Rate/Budget: Sept. 8, 2025

B. Consider setting a public hearing regarding the City of Friendswood FY2025-26 Municipal Budget for August 25, 2024, at 5:30 p.m. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546.

A motion was made by Councilmember Ellisor and seconded by Mayor Pro Tem Matranga to set a public hearing regarding the City of Friendswood FY2025-26 Municipal Budget for August 25, 2024, at 5:30 p.m. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

C. Receive the 2025 appraisal rolls by the Galveston Central Appraisal District and the Harris County Appraisal District, the anticipated collection rate and the excess debt collections certified by the City's tax collector, and the no-new-revenue and voter-approval tax rates.

With the information provided in the agenda packet provided to Council and with no additional questions, Mayor Foreman considered the item received.

D. Consider approving the proposed ad valorem tax rate for 2025 (Fiscal Year October 1, 2025 - September 30, 2026).

Finance Director Rhonda Boskas explained the item was only to approve a proposed rate, which could be lowered later but not raised. Mayor Pro Tem Joe Matranga asked if the tax rate could stay flat and what services might have to be cut to make that work. City Manager Morad Kabiri outlined required obligations and possible service reductions if the rate stayed flat. Councilmember Griffon suggested offsetting the increase by accounting for recent years' higher-than-budgeted sales tax collections, but Mr. Kabiri cautioned about the risk if those revenues did not materialize. The Mayor concluded by stating the rate in the presentation would be posted as the maximum, with the option to lower it before adoption.

A motion was made by Councilmember Ellisor and seconded by Councilmember Branson to approve the proposed ad valorem tax rate of 52.6746¢ per \$100 valuation for 2025 (Fiscal Year October 1, 2025 - September 30, 2026). The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

E. Consider setting the public hearing regarding the ad valorem tax rate for 2025 on September 8, 2025, at 6:00 p.m. in the Council Chamber, City Hall, 910 S Friendswood Drive, Friendswood, Texas, 77546.

A motion was made by Councilmember Griffon and seconded by Mayor Pro Tem Matranga to set the public hearing regarding the ad valorem tax rate for 2025 on September 8, 2025, at 6:00 p.m. in the Council Chamber, City Hall, 910 S Friendswood Drive, Friendswood, Texas, 77546. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

10. CITY MANAGER'S REPORT

A. Present an update regarding the City's Joint Ice Cream Social and Winter Weather Preparedness Event to be held on Labor Day on Monday, September 1, 2025.

City Manager Morad Kabiri reported that the City will partner with the Friendswood Historical Society to host a Winter Weather Preparedness event on Labor Day at the Perry House.

B. Present an update on Friendswood Police Department Tour with U.S. Representative Randy Weber and Texas Representative Dr. Greg Bonnen.

City Manager Morad Kabiri reported that Congressman Randy Weber and State Representative Greg Bonnen toured the newly expanded Public Safety Building.

C. Recognize the Friendswood Police Department for its designation as a Contract Training Provider by the Texas Commission on Law Enforcement (TCOLE).

City Manager Morad Kabiri reported that the Friendswood Police Department has been designated a Contract Training Provider by the Texas Commission on Law Enforcement (TCOLE), enabling the department to offer certified courses to peace officers and other licensees in the region.

11. CITY OF FRIENDSWOOD EMPLOYEE BENEFIT TRUST – BUSINESS ITEMS

Chair Foreman stated that as the Board of Trustees of the City of Friendswood Employee Benefit Trust, they would now consider Items 11.A. and 11.B., together and asked City Manager Morad to provide an overview of the items.

City Manager Morad Kabiri explained that the City Council also serves as the Employee Benefits Trust to save on insurance costs. He said the City's current provider, Blue Cross Blue Shield, offered a 2.9% rate decrease after negotiations by the insurance broker and HR department. Two items were on the agenda: approving last year's meeting minutes and authorizing Mr. Kabiri to negotiate the final contract terms for Council approval.

A motion was made by Director Branson and seconded by Director Hanks to approve Items 11.A. and 11.B. The vote was the following:

Ayes: Chair Mike Foreman, Director John Ellisor, Director Trish Hanks, Director Sally Branson, Director Robert J. Griffon, Vice Chair Joe Matranga, and Director Michael P. Ross

Nays: None

The item passed unanimously.

- A. Consider approving the minutes of the Friendswood Employee Benefit Trust meeting held on August 5, 2024**
- B. Consider authorizing the City Manager to negotiate agreements for (i) employee medical, dental, and pharmacy insurance; (ii) employee life and accidental death and dismemberment insurance; (iii) employee vision insurance; (iv) employee long-term disability insurance; and (v) ancillary products for employees.**

12. CITY COUNCIL – BUSINESS ITEMS

- A. Consider authorizing the monthly transfer of funds for FY2025-26 to the City of Friendswood Employee Benefit Trust contingent upon sufficient budget appropriations.**

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to authorize the monthly transfer of funds for FY2025-26 to the City of Friendswood Employee Benefit Trust contingent upon sufficient budget appropriations. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

- B. Consider authorizing a Settlement Agreement for Agreed Payment Amount and Payment Schedule under Amendment to Cost Sharing Agreement – Southeast Water Purification Plant (Restated and Amended).**

City Manager Morad Kabiri noted that the \$2.1 million obligation will be paid over 10 years with no interest, allowing the City to earn about \$409,000 in interest for other projects. Staff and Council credited Mayor Pro Tem Matranga for the suggestion.

A motion was made by Councilmember Branson and seconded by Councilmember to Ellisor to authorize a Settlement Agreement for Agreed Payment Amount and Payment Schedule under Amendment to Cost Sharing Agreement – Southeast Water Purification Plant (Restated and Amended). The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

C. Consider authorizing a Letter of Intent with the Friendswood Independent School District regarding the long-term use of approximately 24.69 acres in the B.S. & F Survey No. 5, Abstract No. 625, Galveston County, Texas, located west of El Dorado Dr., north of Lundy Ln., east of W. Parkwood Ave., and south of San Joaquin Parkway, for the District's proposed agriculture science facility.

City Manager Morad Kabiri explained that Friendswood Independent School District (FISD) plans a November bond election with a high priority to replace the Agriculture Barn off Baker Road. The City owns acreage off of Lundy Lane that could be used for the project, benefiting both the District and the City. If approved, a future license agreement would outline responsibilities for both parties after the bond election.

Councilmember Hanks voiced strong support for the item by sharing the history of community collaboration between the City and FISD. She emphasized the importance of working together to address growth while maintaining Friendswood's values of faith, family, and education. Councilmember Matranga noted that nearby residents had previously raised concerns about traffic from a potential park. He said the agreement would help address those concerns by putting the property to good use. Councilmember Ross clarified that the letter of intent is non-binding and contingent on the bond's passage. He confirmed it allows for later negotiation on improvements and shared use of the property.

A motion was made by Councilmember Hanks and seconded by Councilmember to Griffon to authorize a Letter of Intent with the Friendswood Independent School District regarding the long-term use of approximately 24.69 acres in the B.S. & F Survey No. 5, Abstract No. 625, Galveston County, Texas, for the District's proposed agriculture science facility. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

D. Consider authorizing a Tender, Release and Substitution Agreement with Liberty Mutual Insurance Company and Westbrook Contractors, LLC for the Blackhawk Boulevard Reconstruction Phase II Repackage B Project.

City Manager Morad Kabiri said this agreement finalizes arrangements with Liberty Mutual to bring in Westbrook Contractors. Westbrook replaced BBB as the emergency contractor to finish the eastern half of Blackhawk Boulevard. Completing this work will allow the City to bid out the final Phase 2C.

A motion was made by Councilmember Ellisor and seconded by Councilmember to Branson to authorize a Tender, Release and Substitution Agreement with Liberty Mutual Insurance Company and Westbrook Contractors, LLC, for the Blackhawk Boulevard Reconstruction Phase II Repackage B Project. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

E. Consider the election of the Mayor Pro Tem.

A motion was made by Mayor Foreman and seconded by Councilmember to Branson to elect Councilmember John Ellisor as the Mayor Pro Tem. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

F. Consider the naming of the bridge connecting Old City Park to Stevenson Park in honor of Friendswood Former Mayor Kevin Holland.

City Manager Morad Kabiri relayed the bridge in question, built in 2017 with 2013 bond funds, connects Old City Park to Stevenson Park. Former Mayor Kevin Holland was key in negotiating the land deal and ensuring the project's completion. Mayor Foreman submitted the naming application and praised Holland's long public service, including nine years on the Planning and Zoning Commission and six years as Mayor.

A motion was made by Mayor Foreman and seconded by Councilmember to Branson to name the bridge connecting Old City Park to Stevenson Park in honor of Friendswood Former Mayor Kevin Holland. However, discussion ensued prior to the vote.

Mayor Pro Tem Matranga noted that Friendswood has a tradition of naming public amenities after former mayors, such as a tree for Kim Brizendine and a soccer field for David Smith. Councilmember Griffon expressed opposition to naming facilities after elected officials, stating that serving is itself the reward and that such honors should be reserved for those who have dedicated their careers to the city. He emphasized this was not specific to Kevin Holland, noting that Holland himself agreed with that stance in the past. Councilmember Ross expressed similar reservations and shared to have been provided

supplemental information prior to the meeting. He moved to postpone the item to the next council meeting to allow time to review the information.

A motion was made by Councilmember Ross and seconded by Councilmember to Griffon to postpone the naming of the bridge connecting Old City Park to Stevenson Park in honor of Former Mayor Kevin Holland to the City Council Meeting to be held on September 8, 2025. The vote was the following:

Ayes: Councilmember Robert J. Griffon and Councilmember Michael P. Ross

Nays: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, and Mayor Pro Tem Joe Matranga

The motion failed.

The vote for the motion on the table was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and

Nays: Councilmember Robert J. Griffon and Councilmember Michael P. Ross

The item passed.

At 7:40 P.M., Mayor Foreman recessed the meeting for a short break and later reconvened at 7:50 P.M.

13. CITY COUNCIL – PROPOSED ORDINANCES & RESOLUTIONS

A. Consider on second and final reading an ordinance amending Chapter 18 "Businesses," Article II "Peddlers, Solicitors, Canvassers, Itinerant Vendors," Division II "Registration," Section 18-58 "Hours" of the Friendswood City Code to update the days and hours when solicitation is permitted.

A motion was made by Mayor Pro Tem Matranga and seconded by Councilmember Branson to approve the second and final reading of Ordinance No. 2025-21, related to Item 13.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

ORDINANCE NO. 2025-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 18 "BUSINESSES," ARTICLE II "PEDDLERS, SOLICITORS, CANVASSERS, ITINERANT VENDORS," DIVISION II "REGISTRATION," SECTION 18-58 "HOURS" OF

THE FRIENDSWOOD CITY CODE TO UPDATE THE DAYS AND HOURS WHEN SOLICITATION IS PERMITTED; PROVIDING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

B. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment XI" and providing for supplemental appropriation and/or transfer of certain funds.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Ordinance No. 2025-22, related to Item 13.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

ORDINANCE NO. 2025-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2024-25, PASSED AND APPROVED AUGUST 26, 2024, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2024-25, BY APPROVING "BUDGET AMENDMENT XI" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

C. Consider on first reading an ordinance approving the 2025 Annual Update to the Service and Assessment Plan and Assessment Roll for the Friendswood City Center Public Improvement District, including the collection of annual installments.

City Manager Morad Kabiri explained that, as required by state law, Council must annually receive this update, similar to receiving certified tax rolls, to reflect year-over-year growth. While there has been significant infrastructure work in the District, most has been underground and has not yet substantially increased property values. Mayor Pro Tem Matranga noted the assessed values had decreased slightly. Mr. Kabiri attributed to minimal growth in value from the infrastructure improvements.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve the first reading of a Proposed Ordinance, related to Item 13.C. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT, INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE THEREOF.

- D. Consider on first reading an ordinance annexing property owned by the City of Friendswood in accordance with that boundary agreement with the City of League City executed on May 6, 2025; said property being approximately 1.3347 acres out of Lots 159, 160, and 170, Slone Subdivision according to the plat thereof as filed in Volume 254, Pages 53-54 Galveston County Map Records.**

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to approve the first reading of a Proposed Ordinance, related Item 13.D. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF FRIENDSWOOD, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 1.3347 ACRES OUT OF LOTS 159, 160, AND 170, SLONE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS FILED IN VOLUME 254, PAGES 53-54 GALVESTON COUNTY MAP RECORDS, AND LOCATED GENERALLY SOUTHWEST OF FRIENDSWOOD LAKE PARK, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS FOR THE CITY OF FRIENDSWOOD, TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- E. Consider on first reading an ordinance amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 6 "Fourth of July Steering Committee," Section 2-51 "Created; membership," Subsection (b) "Membership" and Division 8 "Keep Friendswood Beautiful Committee," Section 2-61 "Created, membership," Subchapter (b)**

"Membership" of the Friendswood City Code to remove residency and business ownership as qualifications for membership.

Councilmember Ross opened the discussion on this item by supporting the intent behind the change, noting both committees have vacancies. However, he stressed the importance of recruiting within city limits first. Mayor Foreman agreed but said the change would give flexibility when local volunteers are not available. Councilmember Hanks wondered if the appointments could be by invitation only.

City Manager Morad Kabiri explained that the Fourth of July Committee was the main driver for the change and that current long-time volunteers, some of whom no longer live in Friendswood but still participate, could be made official members. He noted the Fourth of July Committee currently has seven vacancies, and all appointments still require Council approval.

Mayor Pro Tem Matranga expressed concern about allowing too many non-residents, suggesting a smaller limit to prevent potential undue influence. He preferred limiting non-resident membership to a few positions per committee rather than the current higher allowances. Mr. Kabiri clarified that chairs and vice chairs must still be residents or business owners. Councilmember Hanks and Branson supported allowing dedicated non-residents to serve, citing past contributions from former residents and Friendswood business owners. Councilmember Branson emphasized the importance of being welcoming to those with strong ties to the city, even if they have moved. Mayor Foreman closed by emphasizing the ordinance would not require appointing non-residents, only allow flexibility for special cases.

A motion was made by Mayor Foreman and seconded by Councilmember Griffon to approve the first reading of a Proposed Ordinance, related to Item 13.E. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, and Councilmember Robert J. Griffon

Nays: Mayor Pro Tem Joe Matranga and Councilmember Michael P. Ross

The item passed.

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 1 "GENERALLY," SECTION 2-23 "PROCEDURE AND ADMINISTRATION," SUBSECTION (A) "RULES OF PROCEDURE" AND DIVISION 6 "FOURTH OF JULY STEERING COMMITTEE," SECTION 2-51 "CREATED; MEMBERSHIP," SUBSECTION (B) "MEMBERSHIP"; AND DIVISION 8 "KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE," SECTION 2-61 "CREATED, MEMBERSHIP," SUBCHAPTER (B) "MEMBERSHIP" OF THE FRIENDSWOOD CITY CODE TO REMOVE RESIDENCY AND BUSINESS OWNERSHIP AS QUALIFICATIONS FOR MEMBERSHIP; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

F. Consider a resolution adopting amended Rules of Procedure for City Council meetings.

Mayor Foreman noted the main change was adding the ability to appoint a Vice Mayor Pro Tem, if necessary. City Manager Morad Kabiri added that the updates also reflected new state law requirements for posting, giving councilmembers an earlier deadline to submit items.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks to approve Resolution No. R2025-25, related to Item 13.F. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The item passed unanimously.

RESOLUTION NO. R2025-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING AMENDED RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS; REPEALING RESOLUTION NO. R2024-21 AND ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

14. CITY COUNCIL – CONSENT AGENDA

A motion was made by Mayor Pro Tem Matranga and seconded by Councilmember Branson to approve Consent Agenda Items 14.A. through 14.C. and 14.E. through 14.M., as a variation of Item 14.D. will be considered at the August 25, 2025, City Council Special Meeting. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Michael P. Ross

Nays: None

The items passed unanimously.

A. Consider a resolution approving the City of Friendswood's Public Funds Management and Investment Policy.

RESOLUTION NO. R2025-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE PUBLIC FUNDS MANAGEMENT AND INVESTMENT POLICY IN ACCORDANCE WITH THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Consider a resolution authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation for a Surface Transportation Block Grant Project related to the Friendswood Parkway “E” Phase Project.**

RESOLUTION NO. R2025-27

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT PROJECT, NAMELY THE FRIENDSWOOD PARKWAY "E" PHASE PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

- C. Consider (i) authorizing a memorandum of understanding with D.R. Horton-Texas, LTD, for temporary emergency power to the lift station for the residential subdivisions known as Friendswood Trails 3A and 4A and Friendswood Trails 4B and 5A, (ii) authorizing the acceptance of the such lift station into the developer's two-year maintenance period, and (iii) authorizing the acceptance of such subdivisions' public paving and other public utility improvements into the developer's one-year maintenance period.**
- D. Consider authorizing an Interlocal Agreement with the City of Fort Worth for cooperative purchasing.**
- E. Consider ratifying and approving the purchase of a stock aerial ladder truck from Siddons Martin Emergency Group, LLC, through the Houston-Galveston Area Council, for the Friendswood Volunteer Fire Department, Inc., in lieu of the custom-order ladder fire truck previously approved by the City Council if the build of the stock aerial ladder truck commences first.**
- F. Consider approving Change Order No. 4 to the contract between the Friendswood Downtown Economic Development Corporation and Pfeiffer & Son, LTD, for the Downtown Illumination Project.**
- G. Consider authorizing a contract with Red Oak Construction for the City Hall ASO Remodel Project under Omnia Purchasing Cooperative Contract RQN# 2025-0029.**
- H. Consider renewing the Landscape and Maintenance Services Agreement with Manor Maintenance, Inc., for the first one-year renewal term.**
- I. Consider approving the closure of W. Spreading Oaks between Woodlawn Drive and Cedarwood Drive for the Friendswood Independent School District event "Under the Oaks" on August 7, 2025.**
- J. Consider authorizing the Hobby School MPA Teaching "City Apprenticeship" Program Agreement with the University of Houston.**
- K. Consider approving the Mayor's Council Liaison appointments to various committees, boards, and commissions.**

L. Consider approving the ad valorem tax report for June 2025.

M. Consider approving the minutes of the City Council Regular Meeting held on July 7, 2025.

15. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the August 4, 2025, City Council and Friendswood Employee Benefit Trust Joint Meeting at 8:06 P.M.

Mike Foreman, Mayor

Attest:

Raquel Martinez, City Secretary

Mike Foreman, Chair

Attest:

Raquel Martinez, Assistant Secretary