



**CITY COUNCIL REGULAR MEETING  
MONDAY, MARCH 2, 2026, 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 FOR A DAY**
  - A. Consider a proclamation declaring March 2, 2026, as Westwood Elementary School Day in the City of Friendswood, Texas.
- 5. 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.
- 6. 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.
- 7. COMMITTEES OR SPECIAL REPORTS**
  - A. Receive the Planning and Zoning Commission Annual Report.
  - B. Receive the Zoning Board of Adjustments Annual Report.
- 8. CITY MANAGER'S REPORT**
  - A. Present an update on the City of Friendswood Fish Camp to be held March 9th, 11th and 13th.
  - B. Present an update regarding the rescheduled City's Touch-A-Truck and Winter Weather Event on Saturday, March 14, 2026.
  - C. Present an update regarding the City's Finance Department receiving their 23rd GFOA Distinguished Budget Presentation Award.
  - D. Present an update on Friendswood EMS being guest speakers at a Student Leadership Cohort meeting at Windsong Elementary.
  - E. Recognize Friendswood EMS for receiving a grant from RAC - R East Texas Gulf Coast Trauma Council for the Fiscal 2026 EMS-County Assistance Contract funding.

- F. Recognize the Friendswood Police Department Dispatch Division for receiving a Service Level Shoutout for 2025 from the Greater Harris County 9-1-1 Emergency Network.

## **9. BUSINESS ITEMS**

- A. Consider authorizing the Amended and Restated Utility Services Contract with D.R. Horton - Texas, LTD., and 94 Georgetown Investments, LTD., for the Georgetown Development.
- B. Consider accepting the conveyance of Reserves M and N of the Friendswood City Center.

## **10. PROPOSED ORDINANCES & RESOLUTIONS**

- A. Consider on second and final reading an ordinance amending Appendix A "Signs," Section 1 "Definitions," Section 9 "Prohibited signs," Subsection A, and Section 25 "Nonconforming signs," Subsection F "Conversion of existing billboards to changeable electronic variable message signs (CEVMS)" of the Friendswood City Code to update the CEVMS requirements and to allow the conversion to CEVMS if specified requirements are satisfied.
- B. Consider an ordinance amending the City's General Budget for Fiscal Year 2025-2026 by approving "Budget Amendment V" and providing for supplemental appropriation and/or transfer of certain funds.
- C. Consider a resolution ratifying Resolution No. 2025-35 finding that public convenience and necessity requires the acquisition of 5.452 acres of land located adjacent to the southeast portion of Lake Friendswood and being a part of the I & G N R R Company Survey, Section 3 Abstract 614, Galveston County, Texas, and being a part of the original Galveston-Houston Interurban Land Company Subdivision, Division A and also being that same tract of land described as Tract 2 in a deed recorded in Volume 2621, Page 279 in the Office of the County Clerk of Galveston County, Texas, for the expansion of Lake Friendswood Park and authorizing eminent domain proceedings for the acquisition of fee simple interest thereof from Joseph B. Tostado.

## **11. 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 Councilmember 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 Galveston County Mosquito Control District to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood.
- B. Consider a resolution denying the increase system-wide transmission and distribution rates proposed by Texas New-Mexico Power Company in its application filed on or about November 14, 2025.
- C. Consider a resolution suspending the April 18, 2026, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas, to implement interim GRIP rate adjustments in the Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas for gas utility investments in 2025.
- D. Consider authorizing a contract with the Friendswood Historical Society for the maintenance and preservation of historical sites in the City.
- E. Consider authorizing the First Amendment to the License Agreement with Friends of Downtown Friendswood, Inc., for a portion of 408 S Friendswood Drive to provide electrical service to the "Love Friendswood" art piece.

- F. Consider authorizing the First Amendment to the Memorandum of Understanding with the City of League City concerning the Grissom Road/Bay Area Boulevard CIP Partnership Project.
- G. Consider authorizing an Interlocal Agreement with the Galveston County Consolidated Drainage District for the placement of flood gauges on five (5) bridges in the City.
- H. Consider approving the Friendswood Downtown Economic Development Corporation's payment to SignWay & Electrical, LLC, for Downtown banner fabrication.
- I. Consider authorizing an Agreement and Acknowledgment for Sale of Petroleum Products with Mansfield Oil Company of Gainesville, Inc. through OMNIA Partners Purchasing Cooperative.
- J. Consider approving the ad valorem tax report for January 2026.
- K. Consider approving the minutes of the City Council Regular Meeting held on February 2, 2026.

**12. 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 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
<b>Tax on Median-Valued Homestead</b>	<b>\$ 1,902.10</b>	<b>\$1,924.86</b>	<b>\$1,974.80</b>

*Raquel Martinez*



**Posted by: Raquel Martinez, TRMC, City Secretary**  
 Posted in compliance with the Open Meetings Act on this 24<sup>th</sup> day of February 2026, at 5:00 P.M.

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 01/29/2026

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider a proclamation declaring March 2, 2026, as Westwood Elementary School Day in the City of Friendswood, Texas.

Originating Department: City Secretary

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The City of Friendswood's Kids' Council for a Day (the "Kids' Council") allows students to step up to the dais to replace the council and staff in order to take part in a mock governance simulation. This item will allow the selected second-grade students from Westwood Elementary to participate in the Kid's Council in order to declare March 2, 2026, as Westwood Elementary School Day in the City of Friendswood, Texas.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Proclamation - Westwood Elementary Day

City of Friendswood  
Office of the Mayor



**PROCLAMATION**

I, Mike Foreman, by virtue of the authority vested in me as Mayor of the City of Friendswood, do hereby proclaim March 2, 2026, as

**WESTWOOD ELEMENTARY DAY**

**WHEREAS**, Westwood Elementary takes pride in its excellent teachers, support staff and parent volunteers who make up its learning community, which celebrates each child's unique gifts; and

**WHEREAS**, at Westwood Elementary, the learning community believes that Music, Art, Physical Education, Library, Technology, and Character Development are integral in developing the whole child; and

**WHEREAS**, education is the key to a successful life, and the staff at Westwood Elementary is dedicated to providing the children of Westwood Elementary with a quality education in a safe environment; and

**WHEREAS**, the children at Westwood Elementary are engaged learners and Bucket Fillers;

**NOW, THEREFORE**, I, Mike Foreman, the Mayor of the City of Friendswood, do hereby proclaim March 2, 2026, as

**WESTWOOD ELEMENTARY DAY**

in the City of Friendswood, Texas.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the City of Friendswood, this 2<sup>nd</sup> day of March, 2026.

---

Mike Foreman, Mayor

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Receive the Planning and Zoning Commission Annual Report.

Originating Department: Community Development

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The detailed report of Planning and Zoning Commission actions for 2025 is attached, as well as a summary report.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. 2025 Summary of P&Z Actions
2. PZ Activity Report 2025

## 2025 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
1/9/2025	Final Plat	Laurel Park Friendswood III - 212 S Friendswood Dr	Approved	1/9/2026	n/a
1/9/2025	Replat	Liberty Tree Estates - 405 W Spreading Oaks	Approved	1/9/2026	n/a
1/9/2025	Preliminary Plat	Wild Pines - 400 Fence Post Rd	Approved	7/9/2025	n/a
1/9/2025	Recommendation	Zone change request for 311 Laurel from MFR-M to DD	Positive Recommendation	n/a	PZ PH 1-9-2025 CC PH & 1st Reading 2-3-2025 Ordinance 2025-04
1/9/2025	Commercial Site Plan	APA Designs - 405 Laurel	Approved	1/9/2026	n/a
2/13/2025	Final Plat	Wild Pines - 400 Fence Post Rd	Approved	2/13/2026	n/a
2/13/2025	Commercial Site Plan Amendment	EZ Food Mart Fuel Canopy - 4326 Friendswood Link Rd	Approved	2/13/2026	n/a
3/13/2025	Commercial Site Plan Amendment	Parkwood American Grille - 2131 W Parkwood Ave	Approved	3/13/2026	n/a
3/13/2025	Final Plat	McKreaken Manor - 401 W Edgewood Dr	Approved	3/13/2026	n/a
3/13/2025	Preliminary Plat	Bristol Development - 650 & 800 N Friendswood Dr	Approved	9/13/2025	n/a
3/13/2025	Final Plat	Bristol Development - 650 & 800 N Friendswood Dr	Approved	3/13/2026	n/a
4/10/2025	Recommendation	Amendments to Zoning Ordinance re: Commercial activities and outdoor uses	Positive Recommendation	n/a	PZ PH 4-10-2025 CC PH & 1st Reading 5-5-2025 Ordinance 2025-12
4/10/2025	Recommendation	Amendments to Zoning Ordinance re: Perimeter landscaping and screening	Positive Recommendation	n/a	PZ PH 4-10-2025 CC PH & 1st Reading 5-5-2025 Ordinance 2025-13
4/10/2025	Commercial Site Plan Amendment	212-214 S Friendswood Drive	Approved	4/10/2026	n/a
5/22/2025	Replat	Industry Park Friendswood Reserves E & F	Approved	5/22/2026	n/a
6/12/2025	Commercial Site Plan Amendment	Industry Park Friendswood Phase Two - 4500 and 4552 FM 2351	Postponed		
6/12/2025	Commercial Site Plan Amendment	Dance Expressions - 204 W Heritage Dr	Approved	6/12/2026	n/a
6/12/2025	Commercial Site Plan	Sterling Falls Venue - 2600 S Friendswood Dr	Approved	6/12/2026	n/a
6/12/2025	Preliminary Plat	Falling Leaf Ranch	Conditionally Approved	n/a	n/a
6/26/2025	Final Plat	Friendswood City Center	Approved	6/26/2026	n/a
6/26/2025	Commercial Site Plan Amendment	Industry Park Phase II - 4500 and 4552 FM 2351	Approved w/comments	6/26/2026	n/a

## 2025 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
7/24/2025	Commercial Site Plan Amendment	Chick-Fil-A Drive Thru - 1757 S Friendswood Dr	Approved	7/24/2026	n/a
7/24/2025	Commercial Site Plan Amendment	All Out Offroad - 303 N Friendswood Dr	Approved	7/24/2026	n/a
8/28/2025	Commercial Site Plan Amendment	Coffee Shop Patio - 405 W Parkwood Ave	Approved	8/28/2026	n/a
10/9/2025	Preliminary Plat	Sterling Estates	Approved	4/9/2026	n/a
10/9/2025	Commercial Site Plan	Source Web Solutions - 109 E Shadowbend	Approved	10/9/2026	n/a
10/9/2025	Recommendation	Future Land Use Amendment from Low Density residential to Retail - 401 W Edgewood Dr	Positive Recommendation	n/a	PZ PH 10-09-2025 CC PH & 1st Reading 11-3-2025 Ordinance 2025-29
10/9/2025	Recommendation	Zone Change Request from SFR to CSC - 401 W Edgewood Dr	Positive Recommendation	n/a	PZ PH 10-09-2025 CC PH & 1st Reading 11-3-2025 Ordinance 2025-30
12/11/2025	Commercial Site Plan	The Bristol - 800 N Friendswood Dr	Approved	12/11/2026	n/a
12/11/2025	Recommendation	Future Land Use Amendment from Retail and Industrial to Mixed Use - 4700 block FM 2351	Positive Recommendation	n/a	PZ PH 12-11-2025 CC PH 01-05-2026 Postponed 1st Reading Failed 2-2-2026
12/11/2025	Recommendation	Clear Creek Village PUD	Positive Recommendation	n/a	PZ PH 12-11-2025 CC PH 01-05-2026 Postponed 1st Reading Failed 2-2-2026
12/11/2025	Recommendation	City Center PUD Amendment	Positive Recommendation	n/a	PZ PH 12-11-2025 CC PH & 1st Reading Ordinance 2026-01
12/11/2025	Preliminary Plat	NTL Parkwood Outlot	Approved	6/12/2026	n/a
12/11/2025	Commercial Site Plan Amendment	Hardball Academy - 2907 W Parkwood Ave	Approved	1/8/2026	Postponed 12-11-2025 Approved 1-08-2026

**Final Approval Totals:**

Commercial Site Plans - 4  
 Commercial Site Plan Amendments & Extensions - 10  
 Preliminary Plats - 4

**Total Recommendations to City Council:**

Zone Changes - 4  
 Ordinances - 2  
 Resolutions - 0

## 2025 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
------	----------	--------------	--------	------------	----------------

Final Plats/Replats - 7			FLUM - 2		
Plat Extensions - 0					
Conditional Plat Approvals - 1					
Vacating Plat - 0					
Master Plan - 0					



**Summary of Actions**

(Detailed spreadsheet attached)

- 14 Meetings
- 5 Preliminary Plats; 0 Extensions
- 7 Final Plats/Replats; 0 Extensions
- 4 Commercial Site Plans; 10 Amendments/Extensions
- 4 Zone Change recommendations
- 2 Future Land Use Map amendment recommendations
- 2 Ordinance and 0 Resolution Recommendations
- 0 Master Plans
- 0 - Vacate ROW/Easement recommendations

**Accomplished:**

Ordinance/Resolutions Recommendations:

- Commercial activities and outdoor uses (Ord 2025-12)
- Perimeter landscaping and screening (Ord 2025-13)

Workshops/Other Accomplishments

- Reviewed accessory structures regulations and definition of principle structures; no changes recommended
- Reviewed lot coverage percentages and maximums at the request of a developer; no changes recommended

**Ongoing projects/To Do List:**

Planning Subcommittee - Travis, Brian, and Marcus - Aubrey

Comprehensive Plan Update with Ardurra Group

- CPAC participants
- Attend focus groups/public events
- Review recommendations from Ardurra

Ordinance Subcommittee - Marsha, Willie, and Stacey - Becky

- Zoning Ord: Annual review of Permitted Use Table
- Zoning Ord: Multi-family density
- Zoning Ord: Mobile food vendors in response to state law changes
- Zoning Ord: Review landscaping requirements specifically as it relates to conflicts with overhead and underground utility easements, visibility of structures once trees are fully grown, effects on infrastructure such as utilities and paving, and tree requirements in the Community Overlay District (COD), Downtown District (DD), and along major thoroughfares

- Subdivision Ord: remove GCCDD approval to be compliant with current interlocal agreement

Miscellaneous/Design Criteria Manual

- Review DD amenity requirements – installation of sidewalks by TxDOT and lighting by FDEDC

**Commissioner Terms**

June 2026 – Marsha, Willie and Stacey up for re-appointment  
June 2027 – Marcus, Brian, Travis and Tom up for re-appointment

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Receive the Zoning Board of Adjustments Annual Report.

Originating Department: Community Development

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The 2025 annual report for the Zoning Board of Adjustment (ZBOA) is attached.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. 2025 ZBOA Annual Report



# Zoning Board of Adjustment Annual Report

To: Mayor and City Council  
 From: Glen Grayban, Chairman  
 Jason Byers, Vice Chairman  
 Date: March 2, 2026  
 Re: 2025 Zoning Board of Adjustment Activity

Below is a summary of the meeting held by the Zoning Board of Adjustment in 2025:

**NOVEMBER 18, 2025**

Administrative Items to vote for new chair and vice-chair positions

Glen Grayban, Chairman  
 Jason Byers, Vice Chairman

1308 Thomas Drive – 8-inch encroachment of the platted 40-foot front building line  
 Variance request approved unanimously 5 to 0.

**HISTORICAL PERSPECTIVE:**

Year	Number of ZBOA Cases
2025	1
2024	2
2023	0
2022	2
2021	2
2020	6*
2019	0
2018	9*
2017	2
2016	5
2015	3

\* Multiple requests for same address

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update on the City of Friendswood Fish Camp to be held March 9th, 11th and 13th.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

Come join the Friendswood Parks & Recreation Department for Friendswood Fish Camp -- it'll be a "REEL" good time!

2026 class dates: March 9th, 11th, 13th. Class times will be from 1:00pm - 3:00pm each day.

Children and their families will be introduced to the basics of fishing, including:

- Hook safety
- Knot tying
- Rod assembly
- Local fish identification
- Casting & reeling practice

All while catching fish throughout!!

Class materials and equipment are only allocated for registered participants. There will be no additional materials or equipment for unregistered kids, siblings, friends, etc. All participating children must have a parent/guardian present throughout the entirety of class.

Registration opens February 2nd. [Click here to register.](#)

Class space is limited to 15 registrants per class so register ASAP! We'll see ya there!

Each class is about 2hr at Centennial Park, 2200 S Friendswood Dr. All equipment needed for the class will be provided.

For more information, please contact the Parks and Recreation Department at 281-996-3220 or [rec@friendswood.com](mailto:rec@friendswood.com).

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. Fish Camp 2026 - March

# FRIENDSWOOD FISH CAMP

MARCH 9, 11, 13

1:00 PM - 3:00 PM

Choose one of 3 classes - March 9, 11, or 13

FRIENDSWOOD CENTENNIAL PARK

2200 S. Friendswood Dr.

## CLASS CONTENT

- Hook Safety
- Knot Tying
- Rod Assembly
- Local Fish Identification
- Practice Casting & Reeling
- Catch Fish

## CLASS FEE

Residents: \$10

Non-residents: \$15

Register for a class at [parks.friendswood.com](http://parks.friendswood.com)

Limited space (12 registrants per class)

Class materials and equipment are only allocated for registered participants. There will not be additional materials or equipment for unregistered kids, siblings, friends, etc. All participating children must have a parent/legal guardian present throughout the entirety of class.



**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update regarding the rescheduled City's Touch-A-Truck and Winter Weather Event on Saturday, March 14, 2026.

Originating Department: City Manager

Degree of importance: Elective

**SUMMARY / ORIGINATING CAUSE**

This year's Touch-a-Truck event will take place at Friendswood High School, located at 702 Greenbriar Drive at the Stadium Parking Lot, on Saturday, March 14, 2026. The event will begin at 11:00 a.m., starting with a sensory hour at 10:00 a.m.

Touch a Truck is a free event at Friendswood High School for folks in and out of the Friendswood area that allows people to interact with all different types of trucks. We will have emergency vehicles, excavators, cyber trucks, a crane, other types of lifted/ work trucks, and so much more! We will also have a sensory hour with no sirens so that those with disabilities can still attend from 10:00 am to 11:00 am. Two food vendors will also be on site due to the timing of the event. Trucks will be performing demonstrations throughout the day. All are welcome!

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

No action required.

**ATTACHMENTS**

1. Touch a truck

CITY OF FRIENDSWOOD PARKS & RECREATION

# TOUCH A TRUCK



## ⚠️ Reschedule Date ⚠️

**March 14**

11:00AM - 1:00 PM

**Friendswood  
High School**

702 Greenbriar Dr.  
Stadium Parking Lot

**Sensory Time**

10:00AM - 11:00AM



**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update regarding the City's Finance Department receiving their 23rd GFOA Distinguished Budget Presentation Award.

Originating Department: City Manager

Degree of importance: Significant

**SUMMARY / ORIGINATING CAUSE**

The City of Friendswood has received the Government Finance Officers Association's Distinguished Budget Presentation Award for the Fiscal Year 2025-2026 adopted budget.

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

This is the 23rd consecutive year the City has received this award.

We would like to recognize the efforts of Rhonda Bloskas, Director of Finance, Jennifer Walker, Deputy Director of Finance, Andree Calhoun, Budget Manager, and Madeleine Mounir, Financial Analyst. We would also like to recognize the Budget Team, the Accounting staff, the entire Finance Department. Their cumulative efforts enable us to achieve this award.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

N/A

**ATTACHMENTS**

1. Result Letter - Awarded
2. Budget Award Certificate
3. Press Release



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

February 02, 2026

Andree Calhoun  
Budget Manager  
City of Friendswood, Texas

Dear Andree:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning October 2025. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments.** Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award.** A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition.** When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

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

Sincerely,

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

Michele Mark Levine  
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**City of Friendswood  
Texas**

For the Fiscal Year Beginning

**October 01, 2025**

*Christopher P. Morill*

Executive Director



GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

2/2/2026

**For more information, contact:**  
**Technical Services Center**  
**Phone: (312) 977-9700**  
**Email: [budgetaward@gfoa.org](mailto:budgetaward@gfoa.org)**

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

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

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

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

There are over 1,900 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 25,000 members and the communities they serve.*

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/09/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update on Friendswood EMS being guest speakers at a Student Leadership Cohort meeting at Windsong Elementary.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

Chief of Emergency Services Lisa Camp and Captain Stacy Kohn had the honor to present to the Student Leadership Cohort group at Windsong Elementary on January 21, 2026. They were asked to share their experiences and insight on leadership, as their example and service to the community over the years has been an incredible inspiration for the students.

The new student leader cohort this year is made up of 3rd–5th grade students who exemplify exceptional leadership qualities. From the teacher sponsors, their hope is to guide these students as they learn about what it means to be a positive leader and how leadership impacts our community.

Congrats to Friendswood EMS for having the opportunity to be a part of leadership development for Windsong Elementary students!

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. Windsong Student Leadership Cohort Meeting
2. Windsong Student Leadership Cohort Meeting Speakers

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/17/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Friendswood EMS for receiving a grant from RAC - R East Texas Gulf Coast Trauma Council for the Fiscal 2026 EMS-County Assistance Contract funding.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The East Texas Gulf Coast Regional Trauma Advisory Council notified Friendswood EMS that they are eligible for the Fiscal 2026 EMS-County Assistance Contract funding. They are receiving these funds in part due to their participation in the eligibility through the RAC in the last fiscal year. These funds are made available through the Texas Department of State Health Services and are to be used for the enhancement and delivery of patient care in the EMS and trauma care system.

Friendswood EMS received the grant from the **RAC – R East Texas Gulf Coast Trauma Council** for this year - \$3,583.34.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize the Friendswood Police Department Dispatch Division for receiving a Service Level Shoutout for 2025 from the Greater Harris County 9-1-1 Emergency Network.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

GHC 9-1-1 is the largest 9-1-1 system in Texas providing the 9-1-1 telecommunications and technology infrastructure for 5.8 million residents throughout 49 cities (including Houston) and the unincorporated areas of Harris and Fort Bend Counties. Their mission is to ensure that anyone, at any time, using any device shall be able to reach emergency services.

9-1-1 Service Level Metric: 95% of all 9-1-1 calls answered within 15 seconds. This includes abandoned calls to 9-1-1, text messages, voice calls, and TTY calls.

Friendswood Dispatch far exceeded this metric with 99.60% and ranked 4th out of 35 municipalities being recognized. Great job to our 911 communications team!

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. 2025\_GHC\_Service\_Level\_95

# 2025 GHC Service Level

Ranked by highest service level percentage (all agencies ≥ 95%)



Rank	Agency	Service Level (%)
1	Pearland	99.88%
2	Sugarland	99.80%
3	Rosenberg	99.68%
4	Friendswood	99.60%
5	Harris County ESD 11-ESD 11	99.60%
6	League City	99.58%
7	Harris Fort Bend Emergency Services District 100- ESD 100	99.57%
8	Tomball	99.50%
9	Deer Park	99.50%
10	Webster	99.43%
11	Katy	99.35%
12	Harris County SO	99.32%
13	Missouri City	99.29%
14	Stafford	99.28%
15	Memorial Village	99.17%
16	East Harris County Emergency Communications- EHCCOM	99.10%
17	La Porte	99.06%
18	Seabrook	99.03%
19	Cy Fair VFD	98.98%

# 2025 GHC Service Level

Ranked by highest service level percentage (all agencies ≥ 95%)



Rank	Agency	Service Level (%)
20	Bellaire	98.96%
21	Jersey Village	98.90%
22	Humble	98.82%
23	Texas Emergency Communications Center-TECC	98.57%
24	South Houston	98.35%
25	West University	98.34%
26	Southside Place	98.27%
27	Harris County Emergency CORPS- HCCOM	97.79%
28	Pasadena	97.72%
29	Richmond	97.52%
30	Hedwig Village	97.24%
31	Jacinto City	96.94%
32	Galena Park	96.39%
33	Village Fire	95.99%
34	Spring Valley	95.33%
35	Baytown	95.32%

## Greater Harris County 9-1-1 Emergency Network

GHC 9-1-1 is the largest 9-1-1 system in Texas providing the 9-1-1 telecommunications and technology infrastructure for 5.8 million residents throughout 49 cities (including Houston) and the unincorporated areas of Harris and Fort Bend Counties. Our mission is to ensure that anyone, at any time, using any device shall be able to reach emergency services.

**9-1-1 Service Level Metric: 95% of all 9-1-1 calls answered within 15 seconds.**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/21/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Amended and Restated Utility Services Contract with D.R. Horton - Texas, LTD., and 94 Georgetown Investments, LTD., for the Georgetown Development.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The City and D.R. Horton - Texas, LTD. (the "Developer"), entered into a Utility Services Contract, which was dated May 5, 2014, regarding utility services for approximately 380 acres within the City in anticipation of the Developer purchasing the property. However, the purchase was delayed, and since such time, (i) the Developer's plan for development has changed, (ii) only portions of the original acreage was being purchased, and (iii) the City's plan for providing water and sewer service to the property has changed. As such, the City and the Developer wish to amend the 2014 agreement to reflect these changes. Additionally, since such time, some of the property within the development has been sold to 94 Georgetown Investments, LTD. Therefore, this proposed agreement includes 94 Georgetown Investments, LTD., as a party to the agreement with the same obligations as the Developer.

The proposed agreement supersedes the prior agreement and specifies the design and construction responsibilities of each party concerning various off-site public improvements. Additionally, in order to benefit properties outside the Georgetown development, the Developer has agreed to upsize a 12" waterline to a 16" waterline and the City has agreed to pay up to \$250,000 for such upsizing. The term of the agreement is five (5) years and contains provisions for termination should either party default.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Georgetown Amended and Restated Utility Services Contract
2. Form 1295 Georgetown Utility Services Contract
3. DR Horton Government Code Verification
4. 1295 Form 94 Georgetown
5. Government Code Form 94 Georgetown

# AMENDED AND RESTATED UTILITY SERVICES CONTRACT

STATE OF TEXAS                   §  
   §  
COUNTY OF GALVESTON       §

This AMENDED AND RESTATED UTILITY SERVICES CONTRACT (this "Contract") is entered into as of \_\_\_\_\_, 2026, between THE CITY OF FRIENDSWOOD, TEXAS ("City"), and D.R. HORTON - TEXAS, LTD., a Texas limited partnership, and 94 GEORGETOWN INVESTMENTS, LTD., a Texas limited partnership (collectively, the "Developer"). The City and the Developer may be individually referred to as a "Party" or collectively as the "Parties."

## RECITALS

WHEREAS, the Parties entered into that certain Utility Services Contract, dated May 5, 2014 (the "Original Contract"), regarding utility services for approximately 380 acres within the City (the "Original Tract"); and

WHEREAS, the Original Contract was entered into in anticipation of the Developer purchasing the Original Tract; and

WHEREAS, the Developer's purchase of the Original Tract was delayed; and

WHEREAS, in between the date of the Original Contract and the date hereof, (i) the Developer's plan for development of the Original Tract has changed, and (ii) the Developer now intends to purchase portions of the Original Tract in phases; and

WHEREAS, in between the date of the Original Contract and the date hereof, the City's plan for providing water and sewer service to the Original Tract has changed; and

WHEREAS, the Parties wish to amend and restate the terms and conditions of the Original Contract to reflect (i) the Developer's new development plan, (ii) that the Developer will be purchasing portions of the Original Tract in phases, and (iii) the City's new plan to provide water and sewer service to the portions of the Original Tract purchased by the Developer.

## AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits and obligations hereinafter set forth, the Parties hereby agree and contract as follows:

### Article 1 Definitions

**1.1** Unless the context indicates otherwise, capitalized terms used in this Contract shall have the following meanings:

- a. *Approved Land Plan* means the plan for development attached hereto as Exhibit "B."
- b. *City* means the City of Friendswood, Texas.
- c. *City Stormwater System* means all drainage facilities, lines, and components owned and used by the City to collect, convey, and regulate stormwater.
- d. *City Wastewater System* means all wastewater treatment facilities, lines, components, and equipment owned and used by the City to collect, convey, treat, monitor, regulate, and dispose of wastewater.
- e. *City Water System* means all the water production pumps, lines, meters, components, facilities, and equipment owned and used by the City to pump, treat, monitor, convey, supply, and distribute Water to the public.
- f. *Developer* means D.R. HORTON-TEXAS, LTD., a Texas limited partnership, and 94 GEORGETOWN INVESTMENTS, LTD., a Texas limited partnership, whose obligations hereunder shall be joint and severable.
- g. *Phasing Plan* means the phasing of lots as illustrated on Exhibit C.
- h. *Property* means 268.62 acres as more particularly described in Exhibit A.
- i. *Wastewater* means the water-carried wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of dwellings, including apartments, houses, hotels, office buildings, and institutions, of a domestic (not industrial) nature, meeting the requirements of the City set forth in the City's applicable Code of Ordinances.
- j. *Water* means potable water that meets federal and state standards for consumption by humans.

## **Article 2 Facilities**

- 2.1** The Developer will finance, design, and construct the water, drainage, and wastewater system necessary to serve those portions of the Property acquired by the Developer and shall develop the Property consistent with the Approved Land Plan, the Phasing Plan, and the plans and specifications approved by the City. In doing so, the Developer agrees to comply with all laws, rules or regulations of applicable governmental authorities in order to make such facilities meet or exceed the quality standards set by such applicable governmental authorities.

- 2.2 Upon completion of facilities comprising a component of the water, drainage, and wastewater system serving the Property in accordance with all permits and approvals and inspection and approvals of such construction by the City, the Developer will convey such facilities, with the exception of detention facilities, to the City, free and clear of all liens and encumbrances, for ownership, operation and maintenance by the City. The Developer shall have reserved to it all capacity funded by the Developer in any conveyed facilities; provided that any excess capacity is not required to serve the Property following full buildout of the Approved Land Plan shall be available to the City to serve other areas. The City shall incorporate conveyed facilities into the City system. The City shall bill and collect for services from its customers, including customers within the Property. All revenues from the conveyed facilities shall be the property of the City.

### **Article 3 Thoroughfare System**

- 3.1 The Developer will finance, design, and construct the thoroughfare system, as outlined on Exhibit B, necessary to serve those portions of the Property acquired by the Developer and developed consistent with the Approved Land Plan and in accordance with plans and specifications approved by the City.
- 3.2 Plan review, inspection, and acceptance of the thoroughfare system will be in accordance with the Subdivision Ordinance and Design Criteria Manual (2021) as adopted by the City of Friendswood and in accordance with local and state law.

### **Article 4 Utility System**

- 4.1 **Provision of water and wastewater treatment capacity.** The City agrees to serve the Property developed consistently with the Approved Land Plan with water and wastewater services as reasonably required in conjunction with the development of the Property, provided that all impact fees are paid for such capacity and that such capacity at buildout of the Property does not exceed 312 single-family equivalent connections of water.
- 4.2 **Off-site improvements.** The Parties agree the following water and sewer improvements shall be constructed in conjunction with the applicable phase of the Property and must be completed prior to the recordation of the plat and the sale of all or any portion of the Property, as follows:
- a. **Developer's Responsibilities.** All water and sewer facilities to serve the Property shall be constructed by the Developer prior to or concurrently with the development of lots as reflected on Exhibit B and shall include the items listed below.
- (1) Offsite Water Line Improvements reflected on Exhibit E-1 attached hereto (100% Developer cost for design and construction);

- (2) 6" Force Main, as reflected on Exhibit E-2 attached hereto (100% Developer cost for design and construction);
- (3) Georgetown Lift Station, as reflected on Exhibit E-2 attached hereto (100% Developer cost for design and construction);
- (4) Phases 1A, 1B, and 1C of Phase 1 as reflected on Exhibit E-3 attached hereto (100% Developer cost for design and construction, subject to partial reimbursement as described in Section 4.2.d hereinbelow); and
- (5) Improvements to existing City Lift Station 14 as depicted in Exhibit E-2 and upsizing the generator (100% Developer cost for design and construction).

**b. City's Responsibilities.** As funding becomes available, the City shall construct the following after (i) City's acquisition of right-of-way and (ii) City securing funding of construction:

- (1) Phase 1D of Phase 1 as reflected on Exhibit E-3 attached hereto (must be built as the Developer completes Phases 1A, 1B, and 1C) - Remove the 12" water line and replace with 16" water line (100% City cost for design and construction);
- (2) Friendswood Parkway Interconnect – Proposed 16" water line as shown on Exhibit D (100% City cost for design and construction); and
- (3) Ground Water Plant #4 – construction of the storage tank as reflected on Exhibit E-3 attached hereto (100% City cost for design and construction).

Failure of the City to perform its obligation of any City of the above-referenced improvements, with the exception of the obligation referenced in Section 4.2(b)(1), shall not prevent the delay or acceptance of any plat recordation, building permits, certificate of occupancies, or the like for the benefit of Developer at the time Developer requests said items.

**c. Easements.**

- (1) The City, at its sole cost, shall endeavor to acquire all offsite water line easements necessary for the construction, maintenance and operation of the Friendswood Parkway Interconnect water line, as depicted on Exhibit D.
- (2) The Developer, at its sole cost, shall acquire all offsite water line easements necessary for the construction of the Phases 1A, 1B, and 1C water lines, as depicted on Exhibit E-3. The form of such easements shall be subject to approval by the City prior to the Developer acquiring them. Upon completion of construction of the water lines and their acceptance by the

City, the Developer shall convey the water lines to the City and assign to the City the easement encompassing the water lines. Thereafter, the water lines shall be owned, operated, and maintained by the City at its sole cost, and shall be considered a part of the City's water system. If the Developer is unable to procure said easements after commercially reasonable efforts, or efforts that people experienced in the relevant business would generally regard as sufficient to constitute reasonable efforts in the relevant circumstances, the City may choose to exercise its power of eminent domain to acquire any easements that it believes would serve a public benefit. The City, at its sole cost, shall endeavor to acquire all easements necessary for the construction, maintenance, and operation of the City's obligations as referenced in Section 4.2.b above.

- d. **Cost-share.** The Developer's plans and specifications for the construction of the off-site improvements referenced in Section 4.2.a(3) hereinabove shall include the cost for pipes, fittings, and appurtenances of both a twelve-inch (12") diameter and a sixteen-inch (16") diameter water line. Once the plans and specifications are approved by the City Engineer, the Developer shall obtain bids for the cost of materials for both a twelve-inch (12") diameter and a sixteen-inch (16") diameter water line in accordance with the process outlined in Subchapter C of Chapter 2269 of the Texas Government Code. Within fifteen (15) days after bids are received, the Developer shall provide the bid documents to the City. The Parties understand and agree that no contract shall be let for the sixteen-inch (16") water line until the City has reviewed and approved the bid of the lowest responsible bidder and an invoice from the Developer for the difference between the cost of the materials for a twelve-inch (12") diameter water line and the cost of the materials for the sixteen-inch (16") diameter water line of the lowest responsible bidder up to a maximum amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00). Payment for such invoice shall be due thirty (30) days after the City Council's acceptance of the sixteen-inch (16") water line and receipt of a one-year maintenance bond wherein the City is named as the Obligee. It is expressly understood and agreed that the maximum liability of the City for the upsizing of the water line contemplated herein shall not exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

## **Article 5**

### **Approved Land Plan**

- 5.1 Approved Land Plan.** The Developer, on behalf of itself and its successors and assigns, agrees that all construction will comply with the Approved Land Plan in addition to any applicable City codes and regulations.
- 5.2 Amendments to the Approved Land Plan.** As plats with minor changes to the Approved Land Plan are approved by the City's Planning and Zoning Commission ("P&Z"), the Approved Land Plan will be automatically updated to include changes without the need of an amendment to this Contract. Any significant changes in the Approved Land Plan, as

determined by the City, such as increases in density or deletions of particular roadway connections, which would limit the P&Z in the approval of the plats, must be implemented by an amendment to the zoning and/or this Contract.

## **Article 6 Miscellaneous**

- 6.1 Successors.** This Contract shall be binding upon the successors or assigns of the Parties hereto.
- 6.2 Force Majeure.** If any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Contract, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Contract, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority other than a Party to this Contract, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder or in an inability of the City to provide Water or receive Wastewater, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable in the judgment of the Party experiencing such difficulty.
- 6.3 No Arbitration.** Notwithstanding anything to the contrary contained in this Contract, the City and the Developer hereby agree that no claim or dispute between the City and the Developer arising out of or relating to this Contract shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Developer consents to be joined in the arbitration proceeding if the Developer's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.

- 6.4 Applicable Law.** This Contract shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Galveston County, Texas.
- 6.5 No Additional Waiver Implied.** No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.
- 6.6 Address and Notice.** Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any Party to the other (except bills), must be in writing and may be given or be serviced by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to such Party, addressed to the Party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three days after it is so deposited. Notice given in any such other manner shall be effective when received by the Party to be notified. For the purpose of notice, addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:  
City of Friendswood, Texas  
910 South Friendswood Dr.  
Friendswood, Texas 77546  
Attn: City Manager

If to the Developer, to:  
D.R. HORTON - TEXAS, LTD.  
14100 Southwest Freeway, Suite 500  
Sugar Land, Texas 77478  
Attn: Chris Lindhorst

and

94 GEORGETOWN INVESTMENTS, LTD.  
10003 N.W. Military Hwy, Suite 2201  
San Antonio, TX 78231  
Attn: Israel Fogiel

The Parties shall have the right from time to time and at any time to change their respective addresses; and each shall have the right to specify any other address by written notice to the other Party at least 15 days prior to the effective date thereof.

- 6.7 Merger and Modification.** This Contract, including the exhibits, embody the entire agreement between the Parties relative to the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the Parties hereto, relating to the subject matter of this Contract,

which are not fully expressed herein. This Contract shall be subject to change or modification only with written mutual consent of the Parties.

- 6.8 Severability.** The provisions of this Contract are severable, and if any part of this Contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of part of this Contract to other persons or circumstances shall not be affected thereby.
- 6.9 Assignability.** This Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors. This Contract shall not be assignable by the Developer without the City's prior written consent.
- 6.10 Benefits of Contract.** This Contract is for the benefit of the City, the Developer, and their successors and assigns and shall not be construed to confer any benefit on any other person or entity except as expressly provided herein. By entering into this Contract, the Developer does not waive any Texas Local Government Code Chapter 245 vested rights benefitting the Property.
- 6.11 Remedies Cumulative.** All rights and remedies of the City and/or the Developer under this Contract shall be cumulative and none shall exclude any other rights or remedies allowed by law.
- 6.12 Term and Termination.** The term of this Contract shall commence on the date signed by the City Manager and shall expire five (5) years thereafter unless otherwise extended in writing by the Parties. If either the City or the Developer should default in the performance of any obligations of this Contract, the other Party shall provide such defaulting Party written notice describing the default in reasonable detail and a period of sixty (60) days after the receipt of said notice to cure such default, prior to instituting an action for breach, or pursuing any other remedy for default, and/or for terminating this Contract. Should the City terminate this Contract for the Developer's default, which has not been timely cured as determined in by the City Engineer, the City will be relieved of its obligations hereunder and the Developer shall not be entitled to any reimbursement of the costs incurred associated with the upsizing of the water line pursuant to Section 4.2.d.
- 6.13 Consents and Approvals.** Whenever this Contract provides for the approval of one of the Parties, such consent or approval shall not be unreasonably withheld or delayed.
- 6.14 Exhibits.** The following exhibits are attached to and incorporated by reference into this Contract:
- Exhibit A - Property
  - Exhibit B - Approved Land Plan
  - Exhibit C - Phasing Designation
  - Exhibit D – Friendswood Parkway Interconnect 16-inch
  - Exhibit E, includes:
    - Exhibit E-1 – Developer Offsite Water Line Improvements
    - Exhibit E-2 – Developer Offsite Sanitary Sewer Improvements
    - Exhibit E-3 – "Western Loop" Water Line Improvements


- 6.15 Ambiguities.** In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.
- 6.16 Headings.** The headings and subheadings of the various sections and paragraphs of this Contract are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the section and paragraph so designated.
- 6.17 Contract Read.** The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Contract.
- 6.18 Authority.** The officers executing this Contract on behalf of each Party hereby confirm that such officers have full authority to execute this Contract and to bind the Party he/she represents.
- 6.19 Amended and Restated Contract.** This Contract shall replace in its entirety the Original Contract, which shall no longer have any force and effect.

[Signature Pages Follow]


AGREED AND ACCEPTED as of the date first written above.

**D.R. HORTON – TEXAS, LTD.,  
a Texas limited partnership**

By: D.R. Horton, Inc.,  
a Delaware corporation  
Its: Authorized Agent

By:   
Name: Dante Esposito  
Its: Division President  
Date: 02/02/2026

ATTEST:

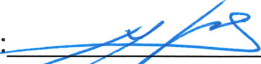
By:   
Name: Dante R. Esposito  
Its: Director of the Company  
Date: 2-3-2025

\_\_\_\_\_


AGREED AND ACCEPTED as of the date first written above.

**94 GEORGETOWN  
INVESTMENTS, LTD.,  
a Texas limited partnership**

By: FW COMPANIES, LLC.,  
a Texas limited liability  
company  
Its: Authorized Agent

By:   
Name: Israel Fogiel  
Its: President  
Date: 1/27/26

ATTEST:

By:   
Name: Brad Richie  
Its: Secretary  
Date: 1/27/26

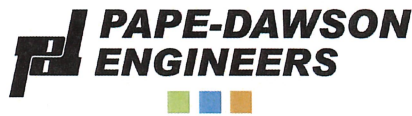
**CITY OF FRIENDSWOOD**

By: \_\_\_\_\_  
MORAD KABIRI, City Manager  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

EXHIBIT "A"



METES AND BOUNDS DESCRIPTION  
FOR

A 132.008 acre, or 5,750,272 square feet more or less, tract of land comprised of the following tracts of land:

- (1) A portion of a called 1.1653 acre tract of land "North Access Tract", with 50% interest conveyed to Dr. Christopher Angelo, Trustee and GAB, Inc. and described a deed recorded in Galveston County Clerk's File No. 9523752,
- (2) A portion of a called 10.6202 acre tract of land, conveyed to George A. Bofysil, Jr., Trustee and described a deed recorded in Galveston County Clerk's File No. 8612041,
- (3) A portion of a called 177.58 acre tract of land described as "Tract I", all of a called 0.5131 acre tract of land described as "Tract II", all of a called 1.0764 acre tract of land described as "Tract III", and a portion of a called 1.5526 acre tract of land described as "Tract IV" all conveyed to Dr. Christopher Angelo, Trustee and GAB, Inc., and described in a deed recorded in Clerk's File No. 9523753 of the Official Public Records of Real Property of Galveston County, Texas, and same deed filed in Clerk's File No. 95-020415, of the Official Public Records of Brazoria County, Texas, with the undivided interest owned by GAB, Inc. subsequently conveyed to the Estate of George A. Bofysil, Jr., Deceased, as described in a Special Warranty Exchange Deed recorded in Clerk's File No. 2012042830 of the Official Public Records of Real Property of Galveston County, Texas,
- (4) A portion of a called 251.85 acre tract of land, conveyed to Geogre A. Bofysil, Jr., Individually, and described in a deed recorded in Galveston County Clerk's File No. 9863937,
- (5) A portion of a called 0.8878 acre tract of land "South Access Tract" with 50% interest conveyed to Dr. Christopher Angelo, Trustee and GAB, Inc. and described in a deed recorded in Galveston County Clerk's File No. 9523752,
- (6) A portion of a called 15.0859 acre tract of land, conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Clerk's File No. 8612043 of the Official Public Records of Real Property of Galveston County, Texas;

Said 132.008 acre tract being out partially out of Blocks 12 and 13 of the Willeford and Arnim's Addition to Alvin, as shown on the map recorded in Volume 15, Page 592 of the Deed Records of Brazoria County, Texas, situated in Block 1, Section 23 of the I&GN RR Co. Survey, Abstract No. 624, Section 22 of the Hooper and Wade Survey, Abstract No. 491, Block 1, Section 22 of the I&GN RR Co. Survey, Abstract No. 693, Block 1, Section 23, I&GN RR Co. Survey, Abstract No. 740, in Brazoria County, and Galveston County, Texas, and being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, established for the South Central Zone, from the North American Datum of 1983 (NA2011), epoch 2010.00:

Page 1 of 7

TBPE Firm Registration #470 | TBPLS Firm Registration #10193974

Houston | San Antonio | Austin | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

10350 Richmond Ave., Suite 200, Houston, TX 77042 T: 713.428.2400 www.Pape-Dawson.com

COMMENCING: At a found copperweld on the southeast right-of-way line of F.M. 528, a 180-foot wide right-of-way, at the southwest corner of a called 106.089 acre tract of land, conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Clerk's File No. 9612253 of the Official Public Records of Real Property of Galveston County, Texas, the northwest corner of said 10.6202 acre tract;

THENCE: S 29°11'07" W, along and with the southeast right-of-way line of said F.M. 528, the northwest line of said 10.6202 acre tract, a distance of 12.88 feet to a set 5/8 inch iron rod with yellow cap marked "Pape-Dawson" at the POINT OF BEGINNING of herein described 132.008 acre tract of land;

THENCE: Departing the southeast right-of-way line of said F.M. 528, the northwest line of said 10.6202 acre tract, over and across said 10.6202 acre tract the following courses and distances:

S 18°13'39" E, a distance of 67.60 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson",

Southeasterly, along a non-tangent curve to the right, having a radial bearing of S 25°30'52" W, a radius of 480.00 feet, a central angle of 14°15'19", a chord bearing and distance of S 57°21'28" E, 119.12 feet, for an arc length of 119.42 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson",

S 50°13'49" E, a distance of 151.50 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson",

Southeasterly, along a tangent curve to the left, having a radius of 390.00 feet, a central angle of 56°15'41", a chord bearing and distance of S 78°21'39" E, 367.76 feet, for an arc length of 382.96 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson",

N 73°30'30" E, a distance of 50.00 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson",

Northeasterly, along a tangent curve to the right, having a radius of 625.00 feet, a central angle of 01°17'27", a chord bearing and distance of N 74°09'13" E, 14.08 feet, for an arc length of 14.08 feet to a 5/8 inch iron rod (bent) found on the west line of said 177.58 acre tract, for a south corner of said 10.6202 acre tract, and the northeast corner of said 1.1653 acre tract;

THENCE: Departing the north line of said 1.1653 acre tract of land, along and with the south line of said 10.6202 acre tract and the north line of said 177.58 acre tract the following bearings and distances:

N 03°15'11" W, a distance of 121.05 feet to a found 1/2 inch iron rod,

N 40°49'00" E, a distance of 186.90 feet to a found 5/8 inch iron rod,

S 53°19'47" E, a distance of 65.07 feet to a found 5/8 inch iron rod,

Northeasterly, along a non-tangent curve to the left, said curve having a radial bearing of N 36°35'18" E, a radius of 550.00 feet, a central angle of 74°19'07", a chord bearing and distance of N 89°25'45" E, 664.44 feet, for an arc length of 713.41 feet to a found ¾ inch iron rod with yellow cap marked "Pape-Dawson",

N 52°16'12" E, a distance of 112.38 feet to a found ¾ inch iron rod with yellow cap marked "Pape-Dawson",

N 87°02'19" E, a distance of 482.56 feet to a found ¾ inch iron rod with yellow cap marked "Pape-Dawson",

Northeasterly, along a non-tangent curve to the left, said curve having a radial bearing of N 02°58'28" W, a radius of 75.00 feet, a central angle of 53°55'22", a chord bearing and distance of N 60°03'51" E, 68.01 feet, for an arc length of 70.58 feet to a found 5/8 inch iron rod (bent), and

N 33°47'04" E, a distance of 54.69 feet to a found 5/8 inch iron rod on the south line of said 106.089 acre tract, a north corner of said 177.58 acre tract, and the northeast corner of said 10.6202 acre tract;

THENCE: N 87°03'17" E, departing the south line of said 10.6202 acre tract, along and with the common line between said 106.089 acre tract and said 177.58 acre tract, a distance of 917.27 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson"; from which a found car axle at the southeast corner of said 106.089 acre tract, an interior corner of a called 573.4733 acre tract of land conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Clerk's File No. 8612043 of the Official Public Records of Real Property of Galveston County, Texas, bears N 87°03'17" E, a distance of 2993.87 feet;

THENCE: Departing said common line, over and across said 177.58 acre tract and said 251.85 acre tract, the following courses and distances:

S 02°56'40" E, a distance of 130.00 feet to a point,

N 87°03'20" E, a distance of 5.18 feet to a point,

S 02°56'40" E, a distance of 60.00 feet to a point,

S 87°03'20" W, a distance of 35.58 feet to a point,

S 02°56'40" E, a distance of 75.89 feet to a point,

S 06°10'53" W, a distance of 450.00 feet to a point,

N 83°49'07" W, a distance of 130.00 feet to a point,

S 06°10'53" W, a distance of 1.30 feet to a point,  
N 85°03'44" W, a distance of 60.01 feet to a point,  
S 89°35'27" W, a distance of 352.09 feet to a point,  
Northwesterly, along a non-tangent curve to the left, having a radial bearing of  
S 79°38'54" W, a radius of 950.00 feet, a central angle of 02°28'53", a chord  
bearing and distance of N 11°35'32" W, 41.14 feet, for an arc length of 41.14  
feet to a point,  
S 77°10'01" W, a distance of 191.50 feet to a point,  
S 08°53'01" E, a distance of 86.31 feet to a point,  
S 03°22'52" E, a distance of 86.28 feet to a point,  
S 03°08'20" W, a distance of 86.34 feet to a point,  
S 08°16'41" W, a distance of 89.93 feet to a point,  
S 13°29'42" W, a distance of 73.16 feet to a point,  
S 06°13'46" W, a distance of 175.75 feet to a point,  
S 04°33'23" E, a distance of 103.81 feet to a point,  
S 01°59'56" E, a distance of 20.00 feet to a point,  
S 88°00'04" W, a distance of 116.56 feet to a point,  
S 01°59'56" E, a distance of 80.00 feet to a point,  
S 88°00'04" W, a distance of 14.22 feet to a point,  
Southwesterly, along a tangent curve to the left, having a radius of 25.00 feet,  
a central angle of 91°17'49", a chord bearing and distance of S 42°21'10" W,  
35.75 feet, for an arc length of 39.84 feet to a point,  
S 03°17'45" E, a distance of 75.29 feet to a point,  
S 86°42'15" W, a distance of 630.00 feet to a point,  
S 03°17'45" E, a distance of 130.00 feet to a point,  
S 86°42'15" W, a distance of 10.29 feet to a point,  
S 03°17'45" E, a distance of 200.00 feet to a point,  
S 86°42'15" W, a distance of 182.08 feet to a point,  
S 03°17'45" E, a distance of 170.00 feet to a point,  
N 86°42'15" E, a distance of 96.99 feet to a point,

S 03°17'45" E, a distance of 60.00 feet to a point,  
N 86°42'15" E, a distance of 105.00 feet to a point,  
S 03°18'03" E, a distance of 384.66 feet to a point,  
S 87°05'48" W, a distance of 82.04 feet to a point,  
S 02°54'11" E, a distance of 60.00 feet to a point,  
S 87°05'48" W, a distance of 3.95 feet to a point,  
S 02°54'12" E, a distance of 130.00 feet to a point,  
N 87°05'48" E, a distance of 536.52 feet to a point, and

S 75°55'45" E, a distance of 446.82 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set on the south line of said 251.85 acre tract, the north line of Hall's Addition to Alvin, Texas, a subdivision recorded in Volume 14, Page 304, of the Deed Records of Galveston County, Texas; from which a found 3/4 inch iron rod with yellow cap marked "Pape-Dawson" on the south line of said 251.85 acre tract, the north line of said Hall's Addition bears N 87°07'02" E, a distance of 3784.32 feet;

THENCE: S 87°07'02" W, along and with the common line between said 251.85 acre tract, and said Hall's Addition, a distance of 1678.73 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set to replace a previously found (and held) 1/2" iron rod for the southwest corner of said 251.85 acre tract, at the northwest corner of said Hall's Addition;

THENCE: N 03°18'16" W, along and with a west line of said 251.85 acre tract, a distance of 579.06 feet to a found 5/8 inch iron for an interior corner of said 251.85 acre tract;

THENCE: S 86°39'50" W, along and with a south line of said 251.85 acre tract, and the south line of Block 13 and Block 12, and the north line of Block 14 and 11, in the center of a called 40-foot wide road (unimproved, not open) as shown on the map of said Willeford and Arnim's Addition to Alvin, at a distance of 5.26 feet passing a found 1 inch iron pipe, and continuing, at a distance of 25.81 feet passing a found 2 inch iron pipe, and continuing, at a distance 1833.74 feet passing a found 1/2 inch iron rod, and continuing for a total distance of 2004.86 feet to a 1/2 inch iron rod found on the southeast right-of-way line of said F.M. 528, for the southwest corner of said 251.85 acre tract;

THENCE: N 29°11'07" E, along and with the southeast right-of-way line of said F.M. 528 and the west line of said 251.85 acre tract, at a distance of 1408.58 feet passing a 1/2 inch iron rod found for a northwest corner of said 251.85 acre tract and the southwest corner of said 1.5526 acre "Tract IV", and continuing now along and with the west line of said 1.5526 acre "Tract IV", at a distance of 1488.58 feet passing a 1/2 inch iron rod found for the northwest corner of said 1.5526 acre "Tract IV" and a southwest corner of said 15.0859 acre tract, and continuing, now along and with the northwest line of said 15.0859 acre tract, an additional 41.28 feet, for a total distance of 1529.86 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson";

THENCE: Departing the southeast right-of-way line of said F.M. 528 and the northwest line of said 15.0859 acre tract, over and across said 1.5526 acre "Tract IV", said 15.0859 acre tract, and said 0.8878 acre tract, the following courses and distances:

S 60°48'53" E, a distance of 150.00 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson",

S 29°11'07" W, a distance of 108.59 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson".

Northeasterly, along a non-tangent curve to the left, having a radial bearing of N 08°17'49" E, a radius of 540.00 feet, a central angle of 27°52'57", a chord bearing and distance of N 84°21'20" E, 260.20 feet, for an arc length of 262.79 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson",

N 70°24'52" E, a distance of 120.95 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson",

Southeasterly, along a tangent curve to the right, having a radius of 860.00 feet, a central angle of 52°02'32", a chord bearing and distance of S 83°33'52" E, 754.57 feet, for an arc length of 781.14 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson",

S 57°32'37" E, a distance of 39.18 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson", and

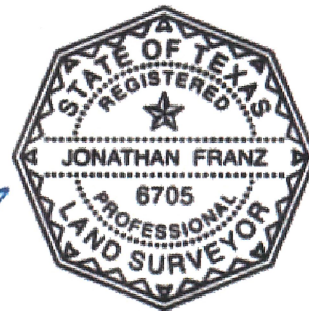
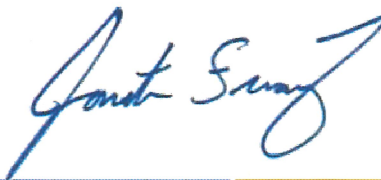
N 25°22'52" E, a distance of 46.66 feet to a found 1/2 inch iron rod on the west line of said 177.58 acre tract, at the northeast corner of said 0.8878 acre tract, and the southeast corner of said 15.0859 acre tract;

THENCE: N 03°15'11" W, along and with the west line of said 177.58 acre tract and the east line of said 15.0859 acre tract, a distance of 799.96 feet to a set 5/8 inch iron rod with yellow cap marked "Pape-Dawson" at the southeast corner of said 1.1653 acre tract;

THENCE: Departing the west line of said 177.58 acre tract, over and across said 1.1653 acre tract and said 10.6202 acre tract the following courses and distances:  
S 73°30'30" W, a distance of 50.00 feet to a set 5/8 inch iron rod with yellow cap marked "Pape-Dawson",  
Northwesterly, along a tangent curve to the right, having a radius of 450.00 feet, a central angle of 56°15'41", a chord bearing and distance of N 78°21'39" W, 424.34 feet, for an arc length of 441.88 feet to a set 5/8 inch iron rod with yellow cap marked "Pape-Dawson",  
N 50°13'49" W, a distance of 151.50 feet to a set 5/8 inch iron rod with yellow cap marked "Pape-Dawson",  
Northwesterly, along a tangent curve to the left, having a radius of 420.00 feet, a central angle of 14°47'51", a chord bearing and distance of N 57°37'44" W, 108.17 feet, for an arc length of 108.47 feet to a set 5/8 inch iron rod with yellow cap marked "Pape-Dawson",  
S 71°46'21" W, a distance of 73.36 feet to a set 5/8 inch iron rod with yellow cap marked "Pape-Dawson" on the southeast right-of-way line of said F.M. 528, the west line of said 10.6202 acre tract;

THENCE: N 29°11'07" E, along and with the southeast right-of-way line of said F.M. 528, the west line of said 10.6202 acre tract, a distance of 159.90 feet to the POINT OF BEGINNING, and containing 132.008 acres in Galveston and Brazoria County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 49187-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: December 7, 2020  
REVISED: December 19, 2020  
Job No: 49187-20  
Reference Job No.: 40037-00, 49062-18, 49065-20  
DOC. ID. K:\Survey\Survey20\49187-20\Word\FN49187-20 132.008 AC TD\_1 rl.docx





METES AND BOUNDS DESCRIPTION  
FOR

A 18.925 acre, or 824,380 square feet more or less, tract of land being a portion of a called 251.85 acre tract of land, conveyed to George A. Bofysil, Jr., Individually, and described in a deed recorded in Clerk's File No. 9863937 Official Public Records of Real Property of Galveston County, Texas and a portion of a called 573.4733 acre tract of land conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Clerk's File No. 8612043 of the Official Public Records of Real Property of Galveston County, Texas, situated in Block 1, Section 23 of the I&GN RR Co. Survey, Abstract No. 624, Galveston County, Texas. Said 18.925 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, established for the South Central Zone, from the North American Datum of 1983 (NA2011), epoch 2010.00:

COMMENCING: At a found copperweld on the southeast right-of-way line of F.M. 528, a 180-foot wide right-of-way, at the southwest corner of a called 106.089 acre tract of land, conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Clerk's File No. 9612253 of the Official Public Records of Real Property of Galveston County, Texas, the northwest corner of a portion of a called 10.6202 acre tract of land, conveyed to George A. Bofysil, Jr., Trustee and described a deed recorded in Clerk's File No. 8612041 of the Official Public Records of Real Property of Galveston County, Texas;

THENCE: N 87°03'17" E, departing the southeast right-of-way line of said F.M. 528, along and with the south line of said 106.089 acre tract, the north line of said 10.6202 acre tract, at a distance of 2148.17 feet passing a found 5/8 inch iron rod for the northeast corner of said 10.6202 acre tract, a northwest corner of a 132.008 acre tract of land conveyed to D.R. Horton – Texas, LTD., and described as "Parcel 1" in a deed recorded in Galveston County Clerk's File No. 2021029966 and same said deed co-filed in Brazoria County Clerk's File No. 2021027288, now along and with the north line of said 132.008 acre tract, at a distance of 3065.44 feet passing a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for the northeast corner of said 132.008 acre tract, and continuing and now along and with the north line of said 177.58 acre tract, at a distance of 3413.10 feet passing a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for the northwest corner said 32.662 acre tract, of land conveyed to D.R. Horton – Texas, LTD., and described as "Parcel 2" in a deed recorded in Galveston County Clerk's File No. 2021029966 and same said deed co-filed in Brazoria County Clerk's File No. 2021027288, at a distance of 3437.13 feet passing another 5/8 inch iron rod with a cap marked "Pape-Dawson" found for the northeast corner of said 32.662 acre tract, and the northwest corner of a 10.785 acre tract of land conveyed D.R. Horton – Texas, LTD., and described in a deed recorded in Galveston County Clerk's File No. 2022071284, and continuing along and with the north line of said 10.785 acre tract an additional 394.22 feet, for

Page 1 of 3

TBPE Firm Registration #470 | TBPLS Firm Registration #10193974

Houston | San Antonio | Austin | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

10350 Richmond Ave., Suite 200, Houston, TX 77042 T: 713.428.2400 www.Pape-Dawson.com

a total distance of 3831.35 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for the northeast corner of said 10.785 acre tract and for the POINT OF BEGINNING of the herein described 18.925 acre tract of land;

THENCE: N 87°03'17" E, departing the east line of said 10.785 acre tract, along and with the common line between said 106.089 acre tract and said 573.4733 acre tract of land, a distance of 1207.12 feet to a set 5/8 inch iron rod with a cap marked "Pape-Dawson"; from which a found car axle at the southeast corner of said 106.089 acre tract, an interior corner of said 573.4733 acre bears N 87°03'17" E, a distance of 1020.84 feet;

THENCE: Departing the south line of said 106.089 acre tract, the north line of said 573.4733 acre tract, over and across said 573.4733 acre tract, and 251.85 acre tract, the following courses and distances:

S 24°18'30" E, a distance of 1378.11 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for a non-tangent point of curvature,

Southwesterly, along a non-tangent curve to the right, having a radial bearing of N 16°14'02" W, a radius of 1460.00 feet, a central angle of 14°32'54", a chord bearing and distance of S 81°02'25" W, 369.72 feet, for an arc length of 370.72 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for the southeast corner of said 10.785 acre tract;

THENCE: Along and with the east line of said 10.785 acre tract, the following courses and distances:

N 39°00'15" W, a distance of 71.93 feet,

Northwesterly, along a tangent curve to the right, having a radius of 200.00 feet, a central angle of 39°29'58", a chord bearing and distance of N 19°15'16" W, 135.16 feet, for an arc length of 137.88 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for a point of reverse curvature,

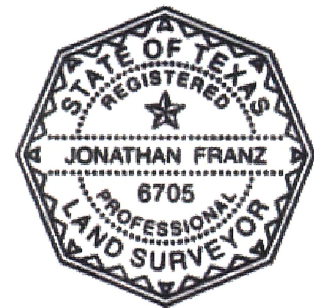
Northwesterly, along a tangent curve to the left, having a radius of 385.00 feet, a central angle of 44°00'53", a chord bearing and distance of N 21°30'43" W, 288.54 feet, for an arc length of 295.76 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for a point of compound curvature,

Northwesterly, along a tangent curve to the left, having a radius of 1835.00 feet, a central angle of 23°09'06", a chord bearing and distance of N 55°05'43" W, 736.44 feet, for an arc length of 741.47 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for a point of reverse curvature,

Northwesterly, along a tangent curve to the right, having a radius of 1365.00 feet, a central angle of  $10^{\circ}19'03''$ , a chord bearing and distance of N  $61^{\circ}30'45''$  W, 245.47 feet, for an arc length of 245.80 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for a point of tangency, and

N  $56^{\circ}21'13''$  W, a distance of 471.19 feet to the POINT OF BEGINNING, and containing 18.925 acres in Galveston County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 49187-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: December 10, 2020  
REVISED: December 29, 2020, April 19, 2023  
Job No: 49187-20  
Reference Job No.: 40037-00, 49062-18, 49065-20  
DOC. ID. K:\Survey\Survey20\49187-20\Word\FN49187-20 18.925 AC TD\_2 DET r2.docx



A handwritten signature in blue ink that reads "Jonathan Franz".



METES AND BOUNDS DESCRIPTION  
FOR

A 43.447 acre, or 1,892,549 square feet more or less, tract of land being all of a 32.662 acre tract of land described as "Parcel 2" and conveyed to D.R. HORTON – TEXAS, LTD., in a deed recorded in Galveston County Clerk's File No. 2021029966, and same deed filed in Brazoria County Clerk's File No. 2021027288, a portion of the remainder of a called 177.58 acre tract of land described as "Tract I" and conveyed to Dr. Christopher Angelo, Trustee and GAB, Inc., in a deed recorded in Clerk's File No. 9523753 of the Official Public Records of Real Property of Galveston County, Texas, and same deed filed in Clerk's File No. 95-020415, of the Official Public Records of Brazoria County, Texas, with the undivided interest owned by GAB, Inc. subsequently conveyed to the Estate of George A. Bofysil, Jr., Deceased, as described in Special Warranty Exchange deed recorded in Clerk's File No. 2012042830 of the Official Public Records of Real Property of Galveston County, Texas, a portion of a called 251.85 acre tract of land, conveyed to George A. Bofysil, Jr., Individually, and described in a deed recorded in Clerk's File No. 9863937 Official Public Records of Real Property of Galveston County, Texas, and a portion of a called 573.4733 acre tract of land conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Clerk's File No. 8612043 of the Official Public Records of Real Property of Galveston County, Texas, situated in Block 1, Section 23 of the I&GN RR Co. Survey, Abstract No. 624, Galveston County, Texas. Said 43.447 acre tract and being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, established for the South Central Zone, from the North American Datum of 1983 (NA2011), epoch 2010.00:

**BEGINNING:** At a 5/8 inch iron rod with a cap marked "Pape-Dawson" found on the south line of a called 106.089 acre tract of land conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Clerk's File No. 9612253 of the Official Public Records of Real Property of Galveston County, Texas, the northwest corner of said 32.662 acre tract;

**THENCE:** N 87°03'17" E, along and with the south line of said 106.089 acre tract, the north line of said 32.662 acre tract, at a distance of 24.03 feet passing a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for the northeast corner of said 32.662 acre tract, and continuing with the north line of said 177.58 acre tract and a north line of said 573.4733 acre tract an additional 394.22 feet, for a total distance of 418.25 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for an angle point of this tract; from which a found car axle at the southeast corner of said 106.089 acre tract, an interior corner of said 573.4733 acre tract of land bears N 87°03'17" E, a distance of 2227.96 feet;

**THENCE:** Departing the south line of said 106.089 acre tract and the north line of said 573.4733 acre tract, over and across said 573.4733 acre tract, said 251.85 acre tract, and said 177.58 acre tract, the following courses and distances:

S 56°21'13" E, a distance of 471.19 feet to a point, for a point of curvature,  
Southeasterly, along a tangent curve to the left, having a radius of 1365.00 feet,  
a central angle of 10°19'03", a chord bearing and distance of S 61°30'45" E,  
245.47 feet, for an arc length of 245.80 feet to a point, for a point of reverse  
curvature,

Southeasterly, along a tangent curve to the right, having a radius of 1835.00  
feet, a central angle of 23°09'06", a chord bearing and distance of  
S 55°05'43" E, 736.44 feet, for an arc length of 741.47 feet to a point for a  
point of compound curvature,

Southeasterly, along a tangent curve to the right, having a radius of 385.00  
feet, a central angle of 44°00'53", a chord bearing and distance of  
S 21°30'43" E, 288.54 feet, for an arc length of 295.76 feet to a point, for a  
point of reverse curvature,

Southeasterly, along a tangent curve to the left, having a radius of 200.00 feet,  
a central angle of 39°29'58", a chord bearing and distance of S 19°15'16" E,  
135.16 feet, for an arc length of 137.88 feet to a point, for a point of tangency,  
S 39°00'15" E, a distance of 71.93 feet to a point, for a non-tangent point of  
curvature,

Northwesterly, along a non-tangent curve to the right, having a radial bearing  
of N 01°41'08" W, a radius of 1460.00 feet, a central angle of 04°34'28", a  
chord bearing and distance of N 89°23'54" W, 116.54 feet, for an arc length of  
116.57 feet to a point, for a point of tangency,

N 87°06'40" W a distance of 369.37 feet to a point, for a point of curvature,

Southwesterly, along a tangent curve to the left, having a radius of 1740.00  
feet, a central angle of 26°02'59", a chord bearing and distance of  
S 79°51'50" W, 784.30 feet, for an arc length of 791.10 feet to a point, for a  
point of tangency,

S 66°50'21" W, a distance of 296.34 feet to a point, for a point of curvature,

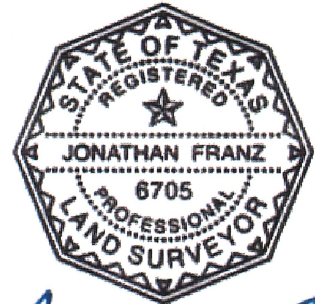
Southwesterly, along a tangent curve to the right, having a radius of 960.00  
feet, a central angle of 27°57'45", a chord bearing and distance of  
S 80°49'13" W, 463.88 feet, for an arc length of 468.52 feet to a point, for a  
point of compound curvature,

Northwesterly, along a tangent curve to the right, having a radius of 25.00 feet, a central angle of 13°13'33", a chord bearing and distance of N 78°35'08" W, 5.76 feet, for an arc length of 5.77 feet to a point, and

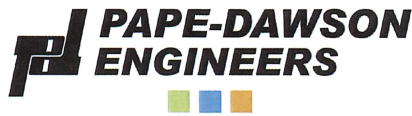
N 06°14'37" E, a distance of 1546.78 feet to the POINT OF BEGINNING, and containing 43.447 acres in Galveston County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 49187-20 by Pape-Dawson Engineers, Inc.

This description was prepared for the preparation of a proposed subdivision plat. At the time of recordation, this recorded tract shall have proper monumentation set.

PREPARED BY: Pape-Dawson Engineers, Inc.  
LAST REVISED: September 12, 2022  
Job No: 49187-20  
Reference Job No.: 40037-00, 49062-18, 49065-20, 40997-16  
DOC. ID. K:\Survey\Survey20\49187-20\Word\FN49187-20 43.447 AC TD\_1\_DET r2 .docx



A handwritten signature in blue ink that reads "Jonathan Franz". The signature is written in a cursive style and is positioned below the professional seal.



METES AND BOUNDS DESCRIPTION  
FOR

A 74.240 acre, or 3,233,885 square feet more or less, tract of land being a portion of a called 177.58 acre tract of land described as "Tract I" and conveyed to Dr. Christopher Angelo, Trustee and GAB, Inc., in a deed recorded in Clerk's File No. 9523753 of the Official Public Records of Real Property of Galveston County, Texas, and same deed filed in Clerk's File No. 95-020415, of the Official Public Records of Brazoria County, Texas, with the undivided interest owned by GAB, Inc. subsequently conveyed to the Estate of George A. Bofysil, Jr., Deceased, as described in a Special Warranty Exchange deed recorded in Clerk's File No. 2012042830 of the Official Public Records of Real Property of Galveston County, Texas, and a portion of a called 251.85 acre tract of land, conveyed to George A. Bofysil, Jr., Individually, and described in a deed recorded in Clerk's File No. 9863937 of the Official Public Records of Real Property of Galveston County, Texas, situated in Block 1, Section 23 of the I&GN RR Co. Survey, Abstract No. 624, Galveston County, Texas. Said 74.240 acre tract and being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, established for the South Central Zone, from the North American Datum of 1983 (NA2011), epoch 2010.00:

COMMENCING: At a found copperweld on the southeast right-of-way line of F.M. 528, a 180-foot wide right-of-way, at the southwest corner of a called 106.089 acre tract of land, conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Clerk's File No. 9612253 of the Official Public Records of Real Property of Galveston County, Texas, the northwest corner of a portion of a called 10.6202 acre tract of land, conveyed to George A. Bofysil, Jr., Trustee and described a deed recorded in Clerk's File No. 8612041 of the Official Public Records of Real Property of Galveston County, Texas;

THENCE: N 87°03'17" E, departing the southeast right-of-way line of said F.M. 528, along and with the south line of said 106.089 acre tract, the north line of said 10.6202 acre tract, at a distance of 2148.17 feet passing a found 5/8 inch iron rod for the northeast corner of said 10.6202 acre tract, a northwest corner of a 132.008 acre tract of land conveyed to D.R. Horton – Texas, LTD., and described as "Parcel 1" in a deed recorded in Galveston County Clerk's File No. 2021029966 and same said deed co-filed in Brazoria County Clerk's File No. 2021027288, now along and with the north line of said 132.008 acre tract an additional 917.27 feet, for a total distance of 3065.44 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for the northeast corner of said 132.008 acre tract, and for the POINT OF BEGINNING of the herein described 74.240 acre tract of land;

THENCE: N 87°03'17" E, departing the east line of said 132.008 acre tract, continuing along and with the south line of said 106.089 acre tract, and the north line of said 177.58 acre tract, a distance of 347.66 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for the northwest corner of a 32.662 acre tract of land conveyed to D.R. Horton – Texas, LTD., and described as "Parcel 2" in a deed recorded in Galveston County Clerk's File No. 2021029966 and same said deed co-filed in Brazoria County Clerk's File No. 2021027288; from which a found car axle at the southeast corner of said 106.089 acre tract, an interior corner of a called 573.4733 acre tract of land conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Clerk's File No. 8612043 of the Official Public Records of Real Property of Galveston County, Texas, bears N 87°03'17" E, a distance of 2646.21 feet;

THENCE: Departing said the south line of said 106.089 acre tract, and the north line of said 177.58 acre tract, over and across said 177.58 acre tract, and said 251.85 acre tract, the following courses and distances:

S 06°14'37" W, a distance of 1627.44 feet to a point,

Northwesterly, along a non-tangent curve to the right, having a radial bearing of N 05°13'43" E, a radius of 1040.00 feet, a central angle of 01°05'46", a chord bearing and distance of N 84°13'24" W, 19.90 feet, for an arc length of 19.90 feet to a point,

S 06°14'37" W, a distance of 991.82 feet to a point,

Southeasterly, along a tangent curve to the left, having a radius of 25.00 feet, a central angle of 51°22'47", a chord bearing and distance of S 19°26'46" E, 21.67 feet, for an arc length of 22.42 feet to a point,

Southwesterly, along a tangent curve to the right, having a radius of 60.00 feet, a central angle of 95°56'30", a chord bearing and distance of S 02°50'05" W, 89.14 feet, for an arc length of 100.47 feet to a point,

S 02°52'58" E, a distance of 129.33 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set on the south line of said 251.85 acre tract, the north line of Hall's Addition to Alvin, Texas, a subdivision recorded in Volume 14, Page 304, of the Deed Records of Galveston County, Texas; from which a found 3/4 inch iron rod with yellow cap marked "Pape-Dawson" on the south line of said 251.85 acre tract, the north line of said Hall's Addition bears N 87°07'02" E, a distance of 3084.03 feet;

THENCE: S 87°07'02" W, along and with the common line between said 251.85 acre tract, and said Hall's Addition, a distance of 700.29 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" set for the southeast corner of said 132.008 acre tract and for the southwest corner of this tract; from which a 5/8 inch iron rod with a cap marked "Pape-Dawson" set to replace a previously found (and held) 1/2" iron rod for the southwest corner of said 251.85 acre tract, at the northwest corner of said Hall's Addition bears S 87°07'02" W, a distance of 1678.73 feet;

THENCE: Departing said common line, over and across said 251.85 acre tract, and said 177.81 acre tract, the following courses and distances:

N 75°55'45" W, a distance of 446.82 feet to a point,

S 87°05'48" W, a distance of 536.52 feet to a point,

N 02°54'12" W, a distance of 130.00 feet to a point,

N 87°05'48" E, a distance of 3.95 feet to a point,

N 02°54'11" W, a distance of 60.00 feet to a point,

N 87°05'48" E, a distance of 82.04 feet to a point,

N 03°18'03" W, a distance of 384.66 feet to a point,

S 86°42'15" W, a distance of 105.00 feet to a point,

N 03°17'45" W, a distance of 60.00 feet to a point,

S 86°42'15" W, a distance of 96.99 feet to a point,

N 03°17'45" W, a distance of 170.00 feet to a point,

N 86°42'15" E, a distance of 182.08 feet to a point,

N 03°17'45" W, a distance of 200.00 feet to a point,

N 86°42'15" E, a distance of 10.29 feet to a point,

N 03°17'45" W, a distance of 130.00 feet to a point,

N 86°42'15" E, a distance of 630.00 feet to a point,

N 03°17'45" W, a distance of 75.29 feet to a point,

Northeasterly, along a tangent curve to the right, having a radius of 25.00 feet, a central angle of 91°17'49", a chord bearing and distance of N 42°21'10" E, 35.75 feet, for an arc length of 39.84 feet to a point,

N 88°00'04" E, a distance of 14.22 feet to a point,

N 01°59'56" W, a distance of 80.00 feet to a point,

N 88°00'04" E, a distance of 116.56 feet to a point,

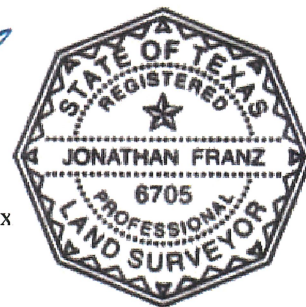
N 01°59'56" W, a distance of 20.00 feet to a point,  
N 04°33'23" W, a distance of 103.81 feet to a point,  
N 06°13'46" E, a distance of 175.75 feet to a point,  
N 13°29'42" E, a distance of 73.16 feet to a point,  
N 08°16'41" E, a distance of 89.93 feet to a point,  
N 03°08'20" E, a distance of 86.34 feet to a point,  
N 03°22'52" W, a distance of 86.28 feet to a point,  
N 08°53'01" W, a distance of 86.31 feet to a point,  
N 77°10'01" E, a distance of 191.50 feet to a point,

Southeasterly, along a non-tangent curve to the right, having a radial bearing of S 77°10'01" W, a radius of 950.00 feet, a central angle of 02°28'53", a chord bearing and distance of S 11°35'32" E, 41.14 feet, for an arc length of 41.14 feet to a point,

N 89°35'27" E, a distance of 352.09 feet to a point,  
S 85°03'44" E, a distance of 60.01 feet to a point,  
N 06°10'53" E, a distance of 1.30 feet to a point,  
S 83°49'07" E, a distance of 130.00 feet to a point,  
N 06°10'53" E, a distance of 450.00 feet to a point,  
N 02°56'40" W, a distance of 75.89 feet to a point,  
N 87°03'20" E, a distance of 35.58 feet to a point,  
N 02°56'40" W, a distance of 60.00 feet to a point,  
S 87°03'20" W, a distance of 5.18 feet to a point, and

N 02°56'40" W, a distance of 130.00 feet to the POINT OF BEGINNING, and containing 74.240 acres in Galveston County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 49187-20 by Pape-Dawson Engineers, Inc.

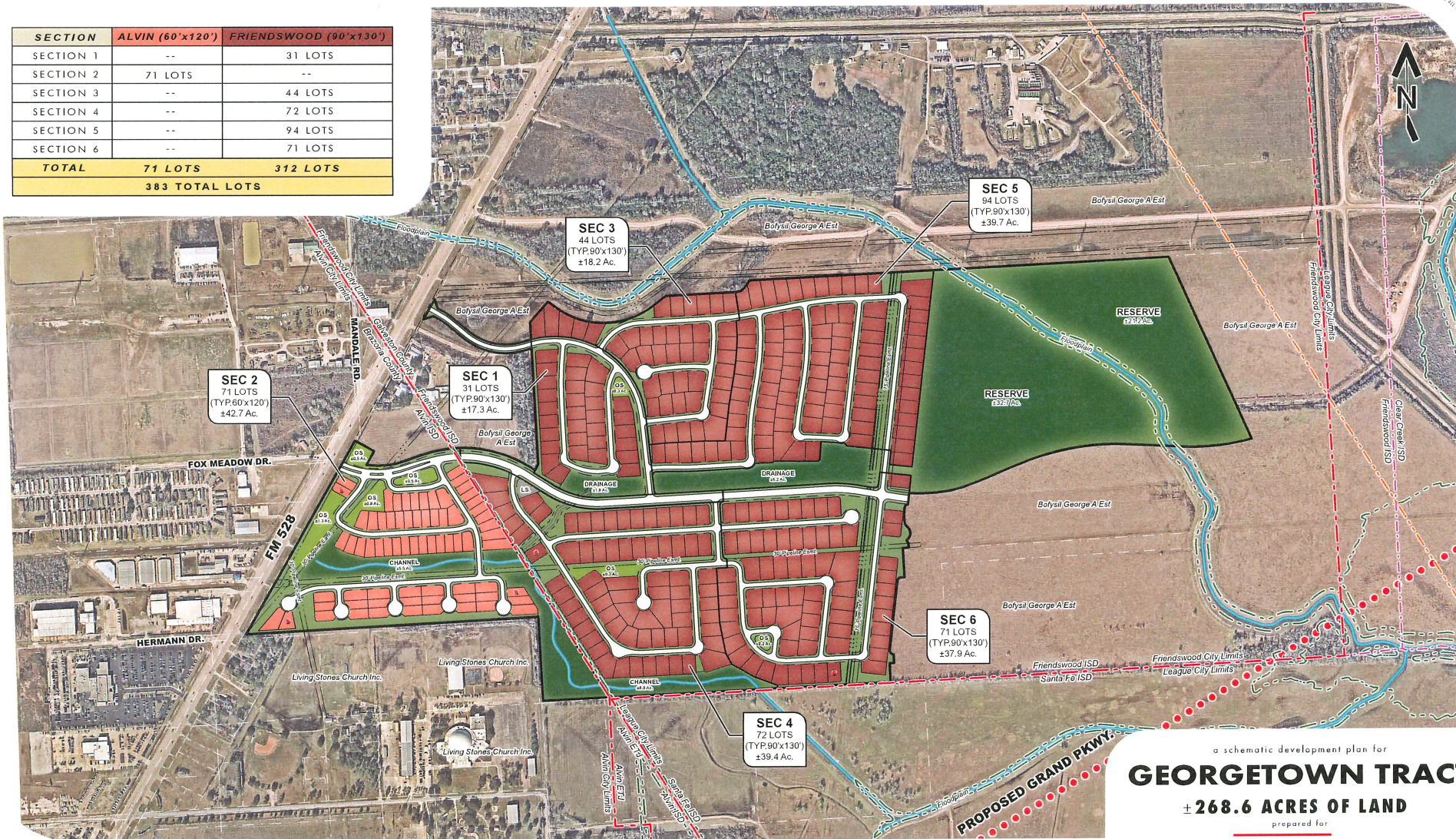
PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: December 10, 2020  
REVISED: December 29, 2020, April 19, 2023  
Job No: 49187-20  
Reference Job No.: 40037-00, 49062-18, 49065-20  
DOC. ID: K:\Survey\Survey20\49187-20\Word\FN49187-20 74.240 AC TD\_2 r2.docx



# EXHIBIT "B"

META PLANNING • DESIGN

SECTION	ALVIN (60'x120')	FRIENDSWOOD (90'x130')
SECTION 1	--	31 LOTS
SECTION 2	71 LOTS	--
SECTION 3	--	44 LOTS
SECTION 4	--	72 LOTS
SECTION 5	--	94 LOTS
SECTION 6	--	71 LOTS
<b>TOTAL</b>	<b>71 LOTS</b>	<b>312 LOTS</b>
	<b>383 TOTAL LOTS</b>	



a schematic development plan for  
**GEORGETOWN TRACT**  
 ± 268.6 ACRES OF LAND

prepared for  
**D-R HORTON** PHI  
*America's Builder*

24285 Katy Freeway, Ste. 525  
 Katy, Texas 77494  
 Tel: 281-810-1422



HOU-21006  
 DECEMBER 2, 2025

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING • DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAIN, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

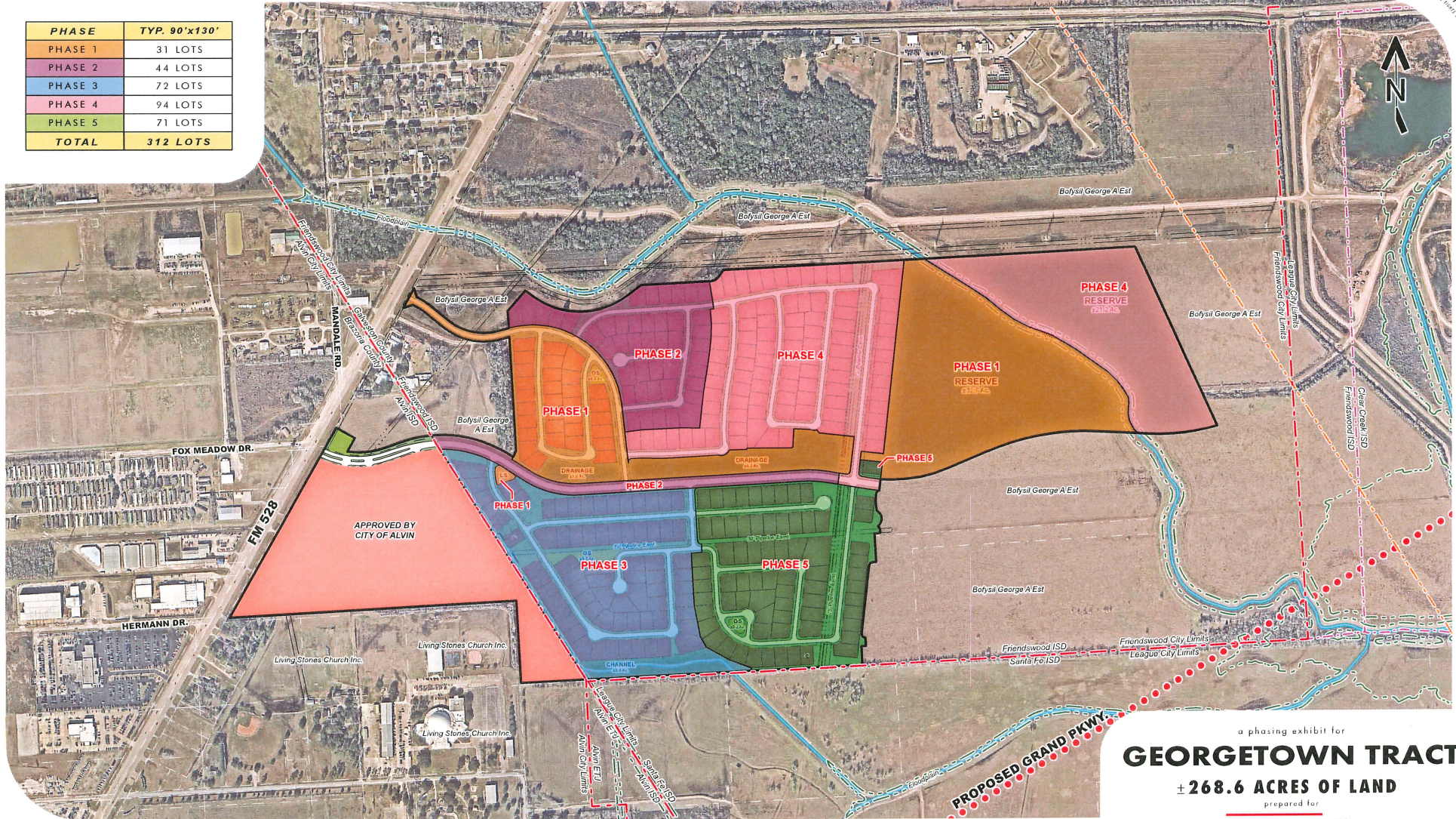
© 2025 META PLANNING • DESIGN, ALL RIGHTS RESERVED

META PLANNING • DESIGN

# EXHIBIT "C"

META PLANNING + DESIGN  
© 2024 META PLANNING + DESIGN

PHASE	TYP. 90'x130'
PHASE 1	31 LOTS
PHASE 2	44 LOTS
PHASE 3	72 LOTS
PHASE 4	94 LOTS
PHASE 5	71 LOTS
<b>TOTAL</b>	<b>312 LOTS</b>



a phasing exhibit for  
**GEORGETOWN TRACT**  
 ± 268.6 ACRES OF LAND

prepared for  
**D-R HORTON** <sup>DHI</sup>  
*America's Builder*

**META**  
 PLANNING + DESIGN

24285 Katy Freeway, Ste. 525  
 Katy, Texas 77494  
 Tel: 281-810-1422

SCALE  
 0 150 300 600

HOU-21006  
 FEBRUARY 14, 2024

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SKETCHED BASIS ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, HYDROPLANNING, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

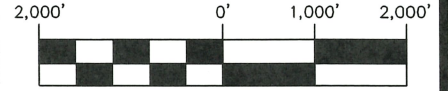
© 2024 META PLANNING + DESIGN, ALL RIGHTS RESERVED

META PLANNING + DESIGN

FRIENDSWOOD PARKWAY INTERCONNECT  
PROP 16-INCH WL



SCALE: 1" = 2,000'



BRAZORIA COUNTY  
CITY OF ALVIN  
CITY OF FRIENDSWOOD  
GALVESTON COUNTY

WINDSONG LN

FM 528

MOORE RD

LUNDY LN

EX COF WATER TOWER

PROP GEORGETOWN-  
BLVD  
PROP SHERRY LANE

PROPERTY BOUNDARY

Info: Jan 15, 2025, 1:46pm, User: JD, I:\asurvey\Projects\409\23\00\2-0 Design\2-4 Exhibits\WA-GEORGETOWN\260115 - Georgetown - UA Exhibits.dwg

JOB NO. 40997-10  
DATE JANUARY 2026  
DESIGNER JMM  
CHECKED JAM DRAWN JDB  
SHEET 1 of 1

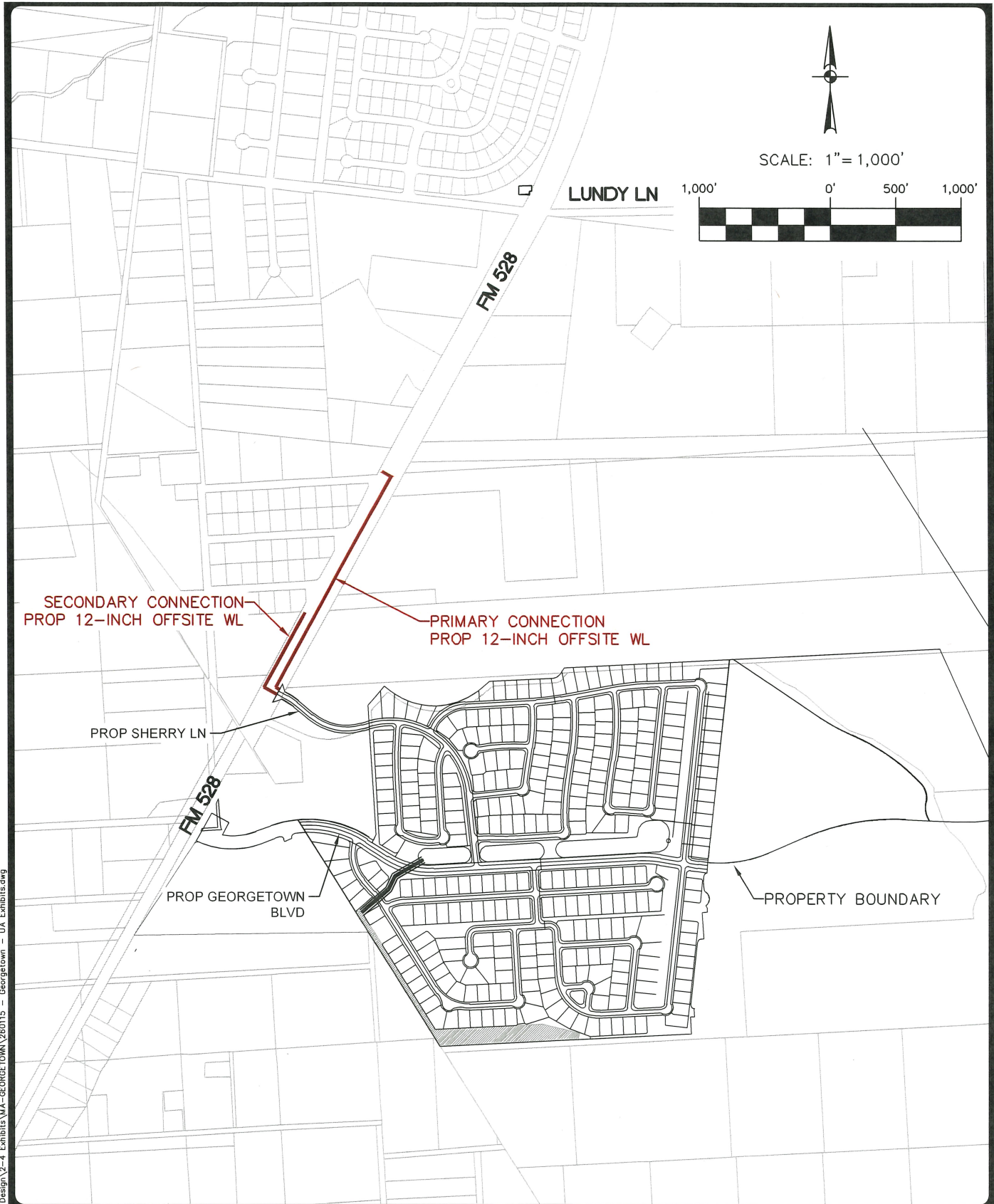
# GEORGETOWN

## EXHIBIT D

### FRIENDSWOOD PARKWAY INTERCONNECT

**PAPE-DAWSON**

2107 CITYWEST BLVD, 3RD FLR | HOUSTON, TX 77042 | 713.428.2400  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800



Date: Jan 15, 2025, 3:13pm User ID: jknewel  
 File: K:\Projects\466\23\02\2-0 Design\2-4 Exhibits\WA-GEORGETOWN\260115 - Georgetown - UA Exhibits.dwg

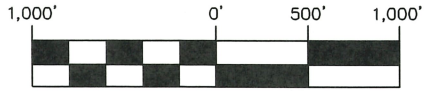
JOB NO. 40997-10  
 DATE JANUARY 2026  
 DESIGNER JMM  
 CHECKED JAM DRAWN JOB  
 SHEET 1 of 1

**GEORGETOWN**  
 EXHIBIT E-1  
 DEVELOPER OFFSITE WATER LINE  
 IMPROVEMENTS

**PAPE-DAWSON**  
 2107 CITYWEST BLVD, 3RD FLR | HOUSTON, TX 77042 | 713.428.2400  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800



SCALE: 1" = 1,000'



EX COF LS 14  
PUMP REPLACEMENT

FM 528

EX COF LS 26

LUNDRY LN

MOORE RD

BRAZORIA COUNTY  
CITY OF ALVIN  
CITY OF FRIENDSWOOD  
GALVESTON COUNTY

EX COF LS 12

GEORGETOWN FM:  
FM 528 EXTENSION  
PROP 6-INCH FM

PROP SHERRY LN

GEORGETOWN LS

PROP GEORGETOWN  
BLVD

FM 528

Notes: Jan 15, 2026, 2:31pm, User ID: p000041  
File: K:\Projects\406\23\002-0 Design\2-4 Exhibits\WA-GEORGETOWN\260115 - Georgetown - UA Exhibits.dwg

JOB NO. 40997-10  
DATE JANUARY 2026  
DESIGNER JMM  
CHECKED JAM DRAWN JDB  
SHEET 1 of 1

# GEORGETOWN

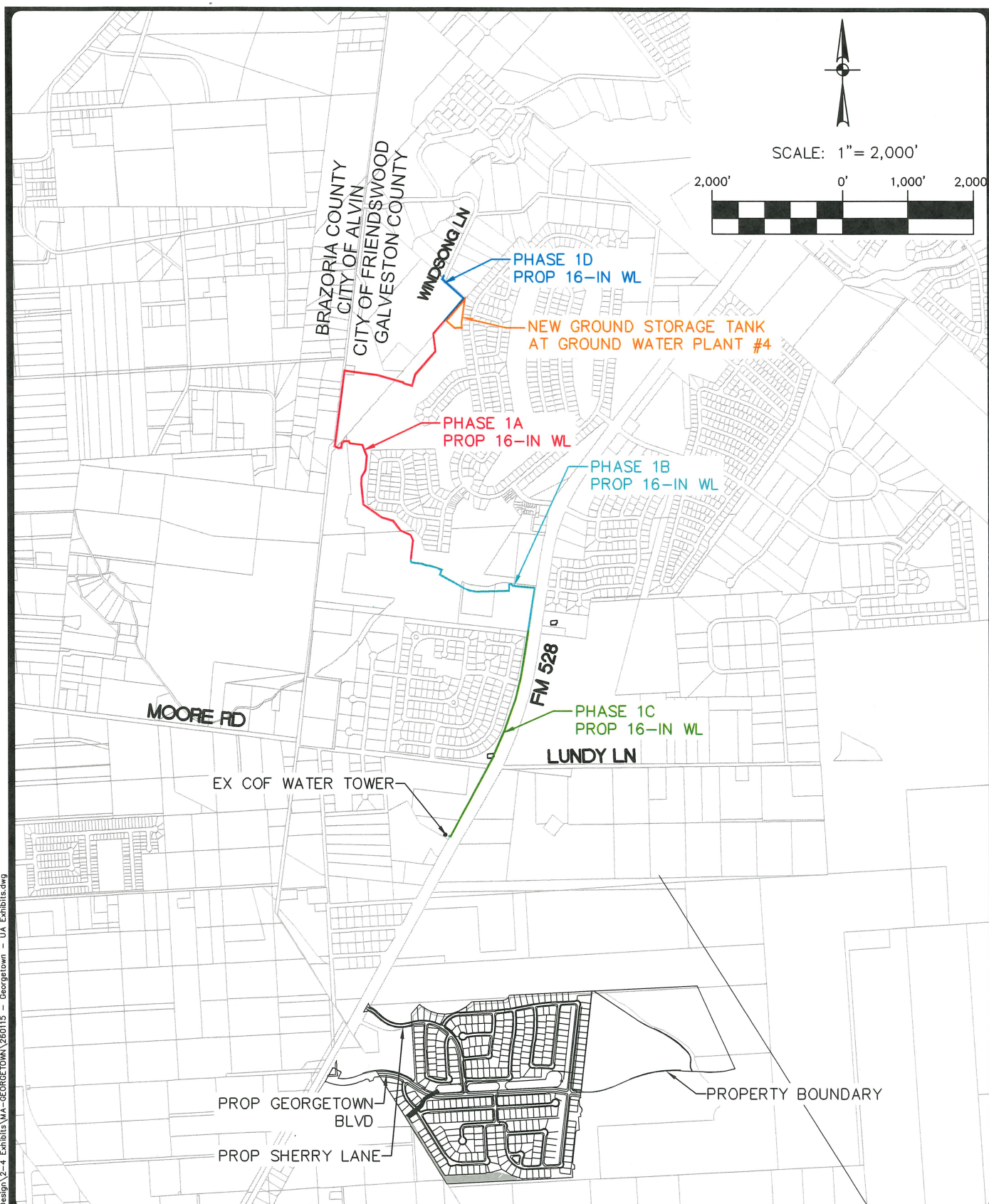
## EXHIBIT E-2

### DEVELOPER OFFSITE SANITARY SEWER IMPROVEMENTS

**PAPE-DAWSON**

2107 CITYWEST BLVD, 3RD FLR | HOUSTON, TX 77042 | 713.428.2400  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028600

File: K:\Projects\405\23\00\2-0 Design\2-4 Exhibits\WA-GEORGETOWN\260115 - Georgetown - UA Exhibits.dwg  
Date: Jan 15, 2026, 3:26pm User ID: jrouquet



JOB NO. 40997-10  
DATE JANUARY 2026  
DESIGNER JMM  
CHECKED JAM DRAWN JDB  
SHEET 1 of 1

# GEORGETOWN

## EXHIBIT E-3

### "WESTERN LOOP" WATER LINE IMPROVEMENTS

**PAPE-DAWSON**  
2107 CITYWEST BLVD, 3RD FLR | HOUSTON, TX 77042 | 713.428.2400  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/06/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider accepting the conveyance of Reserves M and N of the Friendswood City Center.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows the City Council to accept from Madison Development Corp., LLC (the "Developer"), 52.2918 acres within the City Center Public Improvement District, which the Developer is required to develop for public use, namely, as drainage and detention facilities and public parkland (Reserve M). Accepting this property will decrease the Developer's ad valorem responsibilities starting tax year 2026, but will not affect the PID assessment, as such assessment will be reallocated to the remaining developable parcels (benefitted properties) based on their acreage in accordance with the Service and Assessment Plan approved by the City Council.

Separate, but related to this item, the City is working with Harris County Flood Control District and the Texas Water Development Board on the Whitcomb Terracing effort that will take place on Reserve N.

The conveyance of these tracts are critical to the completion of both projects.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. RecordedPlat\_Friendswood City Center
2. Friendswood City Center Reserves M & N - Location Map

STATE OF TEXAS  
COUNTY OF HARRIS

We, MADISON DEVELOPMENT CORP., A TEXAS LIMITED LIABILITY COMPANY, acting by and through Louis Tannos, Manager, LONE STAR CAMPUS R1, LLC, A TEXAS LIMITED LIABILITY COMPANY, and its manager, Wolfram Capital LLC, a Delaware limited liability company, acting by and through Russell Handy, a managing member of the Manager, LONE STAR CAMPUS MXM LLC, a Texas limited liability company, acting by and through Russell Handy, a managing member of the Manager, LONE STAR CAMPUS LLC, a Texas limited liability company, and its manager, Wolfram Capital LLC, a Delaware limited liability company, acting by and through Russell Handy, a managing member of the Manager, Hill Gage Development, LLC, acting by and through Daniel Gage and Adam Hill, managing members, TIMA HOLDINGS, LLC, acting by and through Bhakti Mehta, President, and Kamlesh Mehta, Secretary, and AJAY K. JAIN, individually, owners, hereinafter referred to as Owners, whether one or more, of the 106.47 acre tract described in the above and foregoing map of FRIENDWOOD CITY CENTER, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement above the ground level upward, to all public easements shown hereon.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, parking access easement, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such obstructing property shall not be permitted to drain directly into this easement or into any approved drainage structure.

IN TESTIMONY WHEREOF, the MADISON DEVELOPMENT CORP., A TEXAS LIMITED LIABILITY COMPANY, has caused these presents to be signed by Louis Tannos, Manager, thereto authorized, this 28 day of July, 2025.

MADISON DEVELOPMENT CORP., A TEXAS LIMITED LIABILITY COMPANY  
By: [Signature]  
Louis Tannos  
Manager

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared Louis Tannos, Manager, of MADISON DEVELOPMENT CORP., A TEXAS LIMITED LIABILITY COMPANY, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of July, 2025.



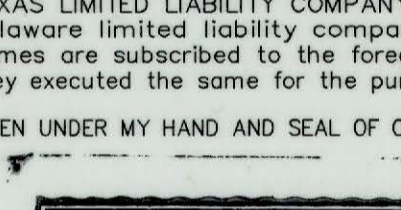
Notary Public in and for the State of Texas  
[Signature]  
Kyndal Ouquin  
My Commission Expires: 6-29-2026

IN TESTIMONY WHEREOF, the LONE STAR CAMPUS R1, LLC, A TEXAS LIMITED LIABILITY COMPANY, and its manager, Wolfram Capital LLC, a Delaware limited liability company, has caused these presents to be signed by Russell Handy, a managing member of the Manager, thereto authorized, this 28 day of July, 2025.

LONE STAR CAMPUS R1, LLC, A TEXAS LIMITED LIABILITY COMPANY, and its manager, Wolfram Capital LLC, a Delaware limited liability company  
By: [Signature]  
Russell Handy  
A managing member of the Manager

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared Russell Handy, a managing member of the Manager, LONE STAR CAMPUS R1, LLC, A TEXAS LIMITED LIABILITY COMPANY, and its manager, Wolfram Capital LLC, a Delaware limited liability company, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of July, 2025.



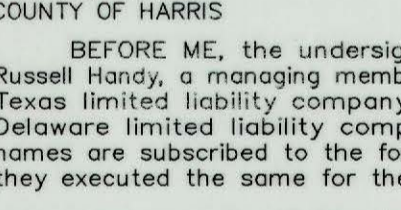
Notary Public in and for the State of Texas  
[Signature]  
Kyndal Ouquin  
My Commission Expires: 6-29-2026

IN TESTIMONY WHEREOF, the Lone Star Campus MXM LLC, a Texas limited liability company, and its manager, Wolfram Capital LLC, a Delaware limited liability company, has caused these presents to be signed by Russell Handy, a managing member of the Manager, thereto authorized, this 28 day of July, 2025.

Lone Star Campus MXM LLC, a Texas limited liability company, and its manager, Wolfram Capital LLC, a Delaware limited liability company  
By: [Signature]  
Russell Handy  
A managing member of the Manager

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared Russell Handy, a managing member of the Manager, Lone Star Campus MXM LLC, a Texas limited liability company, and its manager, Wolfram Capital LLC, a Delaware limited liability company, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of July, 2025.



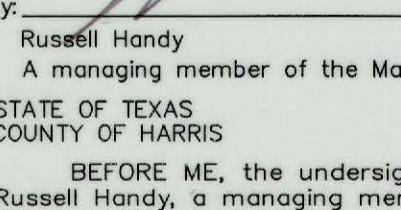
Notary Public in and for the State of Texas  
[Signature]  
Kyndal Ouquin  
My Commission Expires: 6-29-2026

IN TESTIMONY WHEREOF, the Lone Star Campus LLC, a Texas limited liability company, and its manager, Wolfram Capital LLC, a Delaware limited liability company, has caused these presents to be signed by Russell Handy, a managing member of the Manager, thereto authorized, this 28 day of July, 2025.

Lone Star Campus LLC, a Texas limited liability company, and its manager, Wolfram Capital LLC, a Delaware limited liability company  
By: [Signature]  
Russell Handy  
A managing member of the Manager

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared Russell Handy, a managing member of the Manager, Lone Star Campus LLC, a Texas limited liability company, and its manager, Wolfram Capital LLC, a Delaware limited liability company, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of July, 2025.



Notary Public in and for the State of Texas  
[Signature]  
Kyndal Ouquin  
My Commission Expires: 6-29-2026

IN TESTIMONY WHEREOF, the Lone Star Campus LLC, a Texas limited liability company, and its manager, Wolfram Capital LLC, a Delaware limited liability company, has caused these presents to be signed by Russell Handy, a managing member of the Manager, thereto authorized, this 28 day of July, 2025.

Lone Star Campus LLC, a Texas limited liability company, and its manager, Wolfram Capital LLC, a Delaware limited liability company  
By: [Signature]  
Russell Handy  
A managing member of the Manager

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared Russell Handy, a managing member of the Manager, Lone Star Campus LLC, a Texas limited liability company, and its manager, Wolfram Capital LLC, a Delaware limited liability company, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of July, 2025.



Notary Public in and for the State of Texas  
[Signature]  
Kyndal Ouquin  
My Commission Expires: 6-29-2026

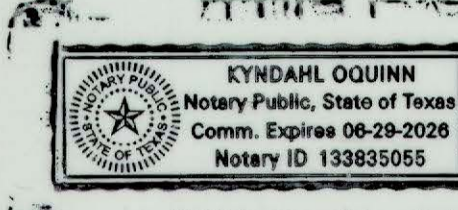
WITNESS my hand in the City of Friendswood, this 28 day of July, 2025.

FILED  
By: [Signature] RP-2025-317434  
AJAY K. JAIN 8/12/2025 3:25 PM

STATE OF TEXAS  
COUNTY OF HARRIS  
COUNTY CLERK

BEFORE ME, the undersigned authority, on this day personally appeared AJAY K. JAIN known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of July, 2025.



Notary Public in and for the State of Texas  
[Signature]  
Kyndal Ouquin  
My Commission Expires: 6-29-2026

IN TESTIMONY WHEREOF, the HILL GAGE DEVELOPMENT, LLC, has caused these presents to be signed by Daniel Gage and Adam Hill, managing members, thereto authorized, this 28 day of July, 2025.

HILL GAGE DEVELOPMENT, LLC  
By: [Signature] Daniel Gage  
Adam Hill  
Managing member

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared Daniel Gage and Adam Hill managing members of HILL GAGE DEVELOPMENT, LLC, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of July, 2025.



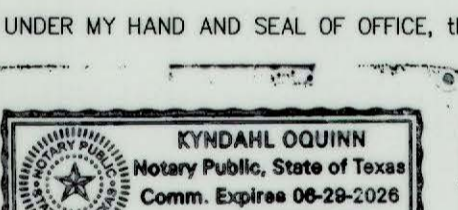
Notary Public in and for the State of Texas  
[Signature]  
Kyndal Ouquin  
My Commission Expires: 6-29-2026

IN TESTIMONY WHEREOF, the TIMA HOLDINGS, LLC, has caused these presents to be signed by Bhakti Mehta, President, and Kamlesh Mehta, Secretary, thereto authorized, this 30 day of July, 2025.

TIMA HOLDINGS, LLC  
By: [Signature] Bhakti Mehta  
Kamlesh Mehta  
Secretary

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared Bhakti Mehta, President, and Kamlesh Mehta, Secretary of TIMA HOLDINGS, LLC, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of July, 2025.



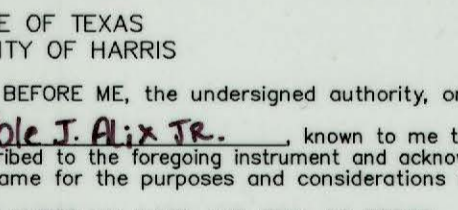
Notary Public in and for the State of Texas  
[Signature]  
Kyndal Ouquin  
My Commission Expires: 6-29-2026

We, B1BANK, owner and holder of liens against the property described in the plat known as FRIENDWOOD CITY CENTER, said liens being evidenced by instrument recorded under H.C.C.F. Nos. RP-2023-69755, RP-2023-69756, RP-2023-343202, RP-2024-23067, RP-2024-117973, RP-2024-117987, RP-2024-118016, RP-2024-173018, RP-2024-284653, RP-2024-27587, RP-2025-18547, RP-2025-71165, RP-2025-71171, RP-2025-184178, RP-2024-252300, and RP-2024-252301, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown hereon to said subdivision plot and I hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof.

By: [Signature]  
Noble J. Alix JR.  
Print name: Noble J. Alix JR.

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared Noble J. Alix JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of July, 2025.



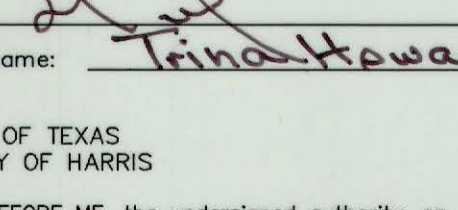
Notary Public in and for the State of Texas  
[Signature]  
Kyndal Ouquin  
My Commission Expires: 6-29-2026

We, Cadence Bank, owner and holder of a lien against the property described in the plat known as FRIENDWOOD CITY CENTER said lien being evidenced by instrument recorded under H.C.C.F. No. RP-2024-107624, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown hereon to said subdivision plot and I hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof.

By: [Signature]  
Trina Howard  
Print name: Trina Howard

STATE OF TEXAS  
COUNTY OF HARRIS  
BEFORE ME, the undersigned authority, on this day personally appeared Trina Howard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of July, 2025.



Notary Public in and for the State of Texas  
[Signature]  
Kyndal Ouquin  
My Commission Expires: 6-29-2026

DESCRIPTION

A TRACT OR PARCEL CONTAINING 106.47 ACRES OR 4,637,900 SQUARE FEET OF LAND SITUATED IN THE SARAH MCKISSICK LEAGUE, ABSTRACT NO. 549, HARRIS COUNTY, TEXAS, BEING ALL OF RESTRICTED RESERVE "A" AND "B" OF SAID CLEAR CREEK COMMUNITY CHURCH OF FRIENDWOOD AND A WESTERLY CORNER OF SAID RESTRICTED RESERVE "C", AS RECORDED UNDER FILM CODE (F.C.) NO. 691601, HARRIS COUNTY MAP RECORDS (H.C.M.R.), AND ALL OF A CALLED 106.472 ACRE TRACT DESCRIBED IN DEED TO MADISON DEVELOPMENT CORP., LLC, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. RP-2023-65754, WITH SAID 106.47 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "GB PARTNERS" FOUND ON THE CURVED SOUTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 528 (120 FEET WIDE) FOR THE COMMON NORTH CORNER OF RESTRICTED RESERVES "A" AND "B" OF SAID CLEAR CREEK COMMUNITY CHURCH OF FRIENDWOOD AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A NORTHEASTERLY DIRECTION, WITH A CURVE TO THE RIGHT AND THE SOUTHERLY R.O.W. LINE OF SAID F.M. 528, HAVING A RADII OF 1,840.08 FEET, A CENTRAL ANGLE OF 09 DEG. 41 MIN. 36 SEC., AN ARC LENGTH OF 311.31 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 76 DEG. 21 MIN. 49 SEC. EAST, A DISTANCE OF 510.94 FEET TO A POINT OF TANGENCY, FROM WHICH A TxDOT ALUMINUM DISK FOUND BEARS SOUTH 28 DEG. 58 MIN. EAST, A DISTANCE OF 0.60 FEET;

THENCE, NORTH 81 DEG. 12 MIN. 37 SEC. EAST, CONTINUING WITH THE SOUTHERLY R.O.W. LINE OF SAID F.M. 528, PASSING AT A DISTANCE OF 90.40 FEET THE NORTHEAST CORNER OF SAID RESTRICTED RESERVE "A", FROM WHICH A 5/8 INCH IRON ROD FOUND (BENT) BEARS SOUTH 32 DEG. 30 MIN. EAST, A DISTANCE OF 0.54 FEET, AND CONTINUING TO A TOTAL DISTANCE OF 1,774.42 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF A CALLED 28,927.00 ACRE TRACT DESCRIBED IN DEED TO CLEAR CREEK INDEPENDENT SCHOOL DISTRICT, AS RECORDED UNDER H.C.C.F. NO. P598260 AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 08 DEG. 47 MIN. 23 SEC. EAST, WITH THE WEST LINE OF SAID 28,927.00 ACRE TRACT, PASSING AT A DISTANCE OF 1,289.34 FEET THE SOUTHWEST CORNER OF SAID CALLED 28,927.00 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 10,000 ACRE TRACT DESCRIBED IN DEED TO CLEAR CREEK INDEPENDENT SCHOOL DISTRICT UNDER H.C.C.F. NO. P598262, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS SOUTH 32 DEG. 35 MIN. EAST, A DISTANCE OF 0.77 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 21,845.99 FEET TO A POINT OF TANGENCY, FROM WHICH A "WINDROSE" SET ON THE NORTHWESTERLY R.O.W. LINE OF A 150 FOOT WIDE HARRIS COUNTY FLOOD CONTROL DISTRICT (H.C.F.C.D.) EASEMENT, AS RECORDED UNDER H.C.C.F. NOS. E449568 AND X384682 FOR THE SOUTHWEST CORNER OF A CALLED 10,000 ACRE TRACT DESCRIBED IN DEED TO CLEAR CREEK INDEPENDENT SCHOOL DISTRICT, AS RECORDED UNDER H.C.C.F. NO. P598262 AND THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 38 DEG. 20 MIN. 29 SEC. WEST, WITH THE NORTHWESTERLY R.O.W. LINE OF SAID H.C.F.C.D. EASEMENT, A DISTANCE OF 877.89 FEET TO THE CALLED MEANDER LINE OF MEAN HIGHER WATER FOR CLEAR CREEK AS PER SURVEY PREPARED BY STEPHEN BLASKEY, L.S.L.S. DATED OCTOBER 9, 2015, AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG SAID MEAN HIGHER WATER LINE OF CLEAR CREEK THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES:

- 1. NORTH 21 DEG. 17 MIN. 29 SEC. WEST, A DISTANCE OF 80.86 FEET TO AN ANGLE POINT;
- 2. NORTH 04 DEG. 22 MIN. 12 SEC. WEST, A DISTANCE OF 216.80 FEET TO AN ANGLE POINT;
- 3. NORTH 32 DEG. 41 MIN. 57 SEC. WEST, A DISTANCE OF 184.39 FEET TO AN ANGLE POINT;
- 4. NORTH 51 DEG. 06 MIN. 03 SEC. WEST, A DISTANCE OF 159.93 FEET TO AN ANGLE POINT;
- 5. NORTH 74 DEG. 03 MIN. 08 SEC. WEST, A DISTANCE OF 164.71 FEET TO AN ANGLE POINT;
- 6. SOUTH 48 DEG. 02 MIN. 49 SEC. WEST, A DISTANCE OF 44.69 FEET TO AN ANGLE POINT;
- 7. NORTH 73 DEG. 53 MIN. 13 SEC. WEST, A DISTANCE OF 47.50 FEET TO AN ANGLE POINT;
- 8. SOUTH 49 DEG. 24 MIN. 27 SEC. WEST, A DISTANCE OF 89.87 FEET TO AN ANGLE POINT;
- 9. NORTH 75 DEG. 14 MIN. 40 SEC. WEST, A DISTANCE OF 40.66 FEET TO AN ANGLE POINT;
- 10. SOUTH 43 DEG. 53 MIN. 50 SEC. WEST, A DISTANCE OF 146.10 FEET TO AN ANGLE POINT;
- 11. SOUTH 25 DEG. 05 MIN. 22 SEC. WEST, A DISTANCE OF 134.50 FEET TO AN ANGLE POINT;
- 12. SOUTH 83 DEG. 33 MIN. 17 SEC. WEST, A DISTANCE OF 49.30 FEET TO AN ANGLE POINT;
- 13. SOUTH 21 DEG. 22 MIN. 27 SEC. WEST, A DISTANCE OF 73.69 FEET TO AN ANGLE POINT;
- 14. NORTH 77 DEG. 09 MIN. 16 SEC. WEST, A DISTANCE OF 62.96 FEET TO AN ANGLE POINT;
- 15. SOUTH 59 DEG. 48 MIN. 42 SEC. WEST, A DISTANCE OF 48.72 FEET TO AN ANGLE POINT;
- 16. NORTH 76 DEG. 29 MIN. 09 SEC. WEST, A DISTANCE OF 56.65 FEET TO AN ANGLE POINT;
- 17. NORTH 88 DEG. 56 MIN. 38 SEC. WEST, A DISTANCE OF 120.31 FEET TO AN ANGLE POINT;
- 18. NORTH 78 DEG. 01 MIN. 47 SEC. WEST, A DISTANCE OF 221.29 FEET TO AN ANGLE POINT;
- 19. NORTH 67 DEG. 13 MIN. 30 SEC. WEST, A DISTANCE OF 112.00 FEET TO AN ANGLE POINT;
- 20. NORTH 50 DEG. 46 MIN. 11 SEC. WEST, A DISTANCE OF 258.04 FEET TO AN ANGLE POINT;
- 21. NORTH 16 DEG. 00 MIN. 41 SEC. WEST, A DISTANCE OF 99.00 FEET TO AN ANGLE POINT;
- 22. NORTH 05 DEG. 32 MIN. 33 SEC. WEST, A DISTANCE OF 60.42 FEET TO AN ANGLE POINT;
- 23. NORTH 23 DEG. 27 MIN. 30 SEC. EAST, A DISTANCE OF 67.18 FEET TO AN ANGLE POINT;
- 24. NORTH 39 DEG. 20 MIN. 14 SEC. EAST, A DISTANCE OF 42.52 FEET TO AN ANGLE POINT;
- 25. NORTH 59 DEG. 56 MIN. 00 SEC. EAST, A DISTANCE OF 35.59 FEET TO AN ANGLE POINT;
- 26. SOUTH 84 DEG. 03 MIN. 09 SEC. EAST, A DISTANCE OF 25.53 FEET TO AN ANGLE POINT;
- 27. SOUTH 63 DEG. 21 MIN. 49 SEC. EAST, A DISTANCE OF 25.66 FEET TO AN ANGLE POINT;
- 28. NORTH 23 DEG. 23 MIN. 59 SEC. EAST, A DISTANCE OF 84.42 FEET TO AN ANGLE POINT;
- 29. NORTH 27 DEG. 29 MIN. 30 SEC. EAST, A DISTANCE OF 63.48 FEET TO AN ANGLE POINT;
- 30. NORTH 19 DEG. 02 MIN. 35 SEC. EAST, A DISTANCE OF 103.93 FEET TO AN ANGLE POINT;
- 31. NORTH 14 DEG. 38 MIN. 12 SEC. EAST, A DISTANCE OF 53.72 FEET TO THE SOUTHWEST CORNER OF SAID RESTRICTED RESERVE "C";
- 32. NORTH 13 DEG. 22 MIN. 21 SEC. WEST, A DISTANCE OF 9.00 FEET TO AN ANGLE POINT;
- 33. NORTH 15 DEG. 04 MIN. 35 SEC. EAST, A DISTANCE OF 70.83 FEET TO AN ANGLE POINT;
- 34. NORTH 31 DEG. 32 MIN. 46 SEC. WEST, A DISTANCE OF 52.49 FEET TO AN ANGLE POINT;
- 35. NORTH 21 DEG. 40 MIN. 27 SEC. WEST, A DISTANCE OF 75.23 FEET TO AN ANGLE POINT;
- 36. NORTH 29 DEG. 57 MIN. 57 SEC. WEST, A DISTANCE OF 10.93 FEET TO AN ANGLE POINT;
- 37. NORTH 35 DEG. 55 MIN. 50 SEC. WEST, A DISTANCE OF 91.39 FEET TO THE SOUTH CORNER OF SAID RESTRICTED RESERVE "D" OF SAID CLEAR CREEK COMMUNITY CHURCH OF FRIENDWOOD, AND A WESTERLY CORNER OF SAID RESTRICTED RESERVE "C" AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 20 DEG. 09 MIN. 13 SEC. EAST, WITH THE SOUTHEAST LINE OF SAID RESTRICTED RESERVE "D", A DISTANCE OF 208.95 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE EAST CORNER OF SAID RESTRICTED RESERVE "D", THE SOUTH CORNER OF SAID RESTRICTED RESERVE "A", AND AN INTERIOR POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 08 DEG. 44 MIN. 05 SEC. WEST, WITH THE EAST LINE OF SAID RESTRICTED RESERVE "B" PASSING AT A DISTANCE OF 608.50 FEET A CAPPED 5/8 INCH IRON ROD STAMPED "GB PARTNER" FOUND FOR THE NORTHWEST CORNER OF SAID RESTRICTED RESERVE "C" AND THE SOUTHWEST CORNER OF SAID RESTRICTED RESERVE "A", AND CONTINUING FOR A TOTAL DISTANCE OF 854.44 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "BOUNDARY ONE" FOUND FOR THE MOST EASTERLY NORTH-EAST CORNER OF SAID RESTRICTED RESERVE "B" AND AN INTERIOR CORNER OF SAID RESTRICTED RESERVE "A" AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 81 DEG. 13 MIN. 21 SEC. WEST, WITH A NORTH LINE OF SAID RESTRICTED RESERVE "B", A DISTANCE OF 185.80 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "BOUNDARY ONE" FOUND FOR AN INTERIOR CORNER OF SAID RESTRICTED RESERVE "B" AND A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 18 DEG. 29 MIN. 00 SEC. WEST, WITH THE EAST LINE OF SAID RESTRICTED RESERVE "B", A DISTANCE OF 211.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 106.47 ACRES OR 4,637,900 SQUARE FEET OF LAND.

GENERAL NOTES

- 1. BEARINGS WERE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204). COORDINATES SHOWN HEREON ARE GRID COORDINATES AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999987777.
- 2. SIDEWALKS AND ADA RAMP ARE REQUIRED ALONG ALL CURB AND GUTTER STREETS PER THE APPROVED SIDEWALK ACCESSIBILITY PLAN. THE DEVELOPER MUST INSTALL SIDEWALKS AND ADA RAMP ALONG RESERVES AND COMMON AREAS PRIOR TO THE CITY COUNCIL'S ACCEPTANCE OF THE SUBDIVISION INFRASTRUCTURE. WHEN SIDEWALKS ARE REQUIRED THEY SHALL BE A WIDTH OF NO LESS THAN FOUR FEET AND COMPLY WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.
- 3. NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE PERMITTED TO BE BUILT NEARER THAN 150 FEET FROM ANY WELL OR RELATED FACILITY, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE WELL OR FACILITY.
- 4. EXCEPT FOR LOW-PRESSURE DISTRIBUTION SYSTEM PIPELINES AS DEFINED IN CHAPTER 26 OF THE FRIENDWOOD CITY CODE, NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE ERRECTED OR MOVED TO A LOCATION NEARER THAN 50 FEET TO ANY PIPELINE, OTHER THAN STRUCTURES NECESSARY TO OPERATE THE PIPELINE.
- 5. THE CITY OF FRIENDWOOD SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS (DRIVEWAYS, SIDEWALKS, AND EMERGENCY ACCESS EASEMENTS), WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES (DETENTION PONDS, DRAINAGE EASEMENTS, OUTFALLS AND SWALES) AND EXCLUSIVE EASEMENTS. THE PROPERTY OWNER OR HOA SHALL BE RESPONSIBLE FOR THESE ITEMS. THE CITY OF FRIENDWOOD SHALL BE RESPONSIBLE FOR MAINTENANCE OF PUBLIC STREETS, SIDEWALKS, STREET SIGNS, WATERLINES, SANITARY SEWER LINES, STORM SEWER FACILITIES, DRAINAGE EASEMENTS, OUTFALLS AND SWALES THAT ARE WITHIN THE PUBLIC RIGHT-OF-WAY OR WITHIN PUBLIC AND/OR EXCLUSIVE EASEMENTS. THE MAINTENANCE OF STREET LIGHTS SHALL BE THE RESPONSIBILITY OF STREETLIGHT ENERGY.
- 6. ALL UTILITY COMPANIES HAVE BEEN CONTACTED AND THE EASEMENTS SHOWN ON THE PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES FOR THEIR OPERATIONS.
- 7. THE FINISHED FLOOR ELEVATIONS OF ALL STRUCTURES SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION ESTABLISHED BY FEMA, AND AS PRESCRIBED IN THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE CITY OF FRIENDWOOD, TEXAS.
- 8. ANY AND ALL RIGHT OF WAY LANDS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT, EVEN IF NOT SHOWN ON THE FACE OF THE PLAT, SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HOA.
- 9. ALL EXISTING PIPELINES OR PIPELINE EASEMENTS THROUGH THE SUBDIVISION HAVE BEEN SHOWN.
- 10. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR HARRIS COUNTY, TEXAS, MAP NO. 49167C0016R, REVISED/DATED AUGUST 15, 2019, THE SUBJECT TRACT APPEARS TO LIE WITHIN SHADED ZONE "X", ZONE AE, AND FLOODWAY AE. THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
- 11. SUBJECT TO THAT CERTAIN DECLARATION OF EASEMENTS, COVENANTS AND CONDITIONS RECORDED UNDER H.C.C.F. NO. RP-2023-84182.
- 12. THE FINISHED FLOOR ELEVATIONS OF ALL STRUCTURES SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION ESTABLISHED BY FEMA, AND AS PRESCRIBED IN THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE CITY OF FRIENDWOOD, TEXAS.
- 13. PROPERTY IS SUBJECT TO REGULATIONS SET FORTH IN PUD 2023-28 OR AS AMENDED.

I, Matthew Carpenter, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown at boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas coordinate system of 1983, south central zone.



[Signature]  
MATTHEW CARPENTER  
Registered Professional Land Surveyor  
Texas Registration No. 6942

I, Jildardo Arias, P.E., CFM, City Engineer and Director of Engineering of the City of Friendswood, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the City of Friendswood, Texas and further it complies with all of the ordinances as currently adopted by City Council.

By: [Signature]  
Jildardo Arias, P.E., CFM  
City Engineer/Director of Engineering

This is to certify that the Planning and Zoning Commission of the City of Friendswood, Texas, has approved this plat and subdivision of FRIENDWOOD CITY CENTER in conformance with all of the existing rules and regulations of the City as adopted by the City Council and authorized the recording of this plat this 11 day of August, 2025.

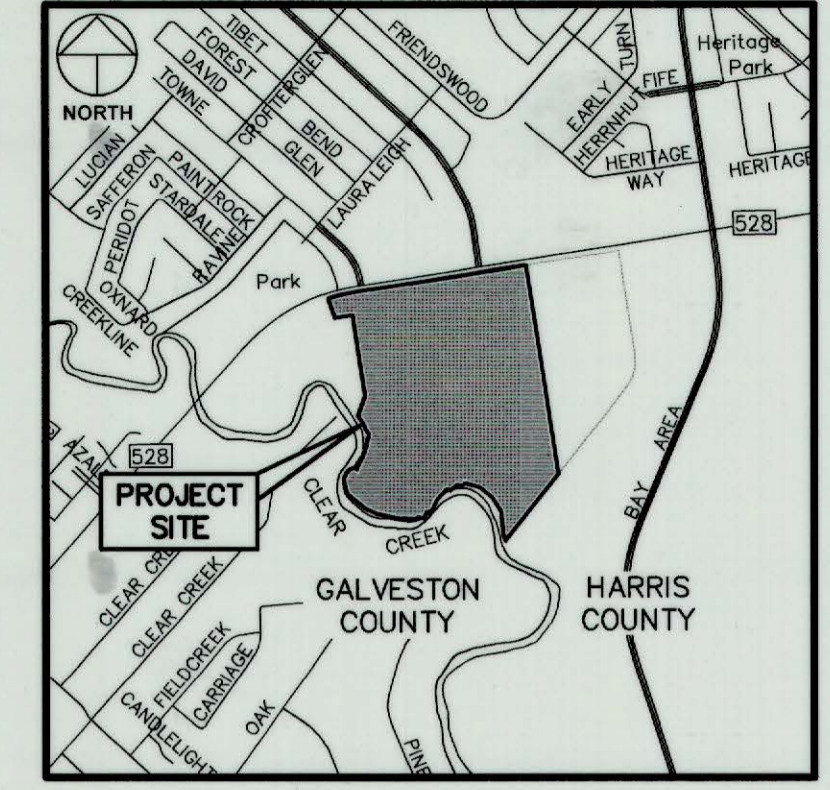
By: [Signature]  
Becky Bennett, Assistant Planner

By: [Signature]  
Tom Hinckley, Chairman

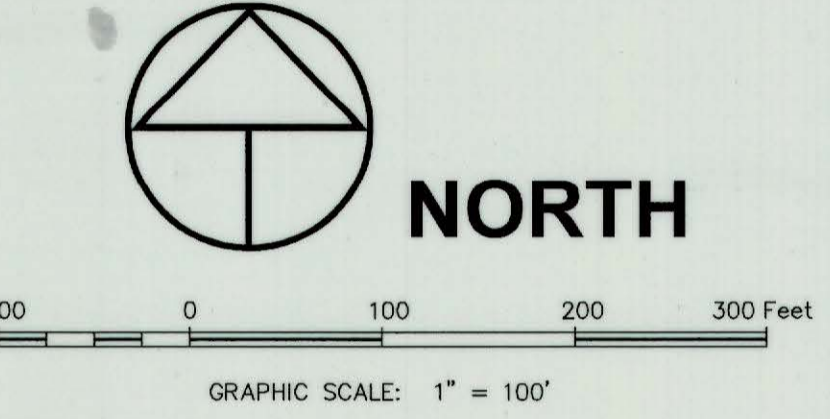
This certificate is valid only as to the instrument on which the original signature is affixed and only then to the extent that such instrument is allowed to be changed after recording. ANY PROVISIONS REGARDING THIS INSTRUMENT'S SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR PAGE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

TENESHIA HUDSPETH  
Teneshia Hudspeth  
County Clerk  
Of Harris County, Texas

By: [Signature]  
Deputy: JAZLYN CORDOVA

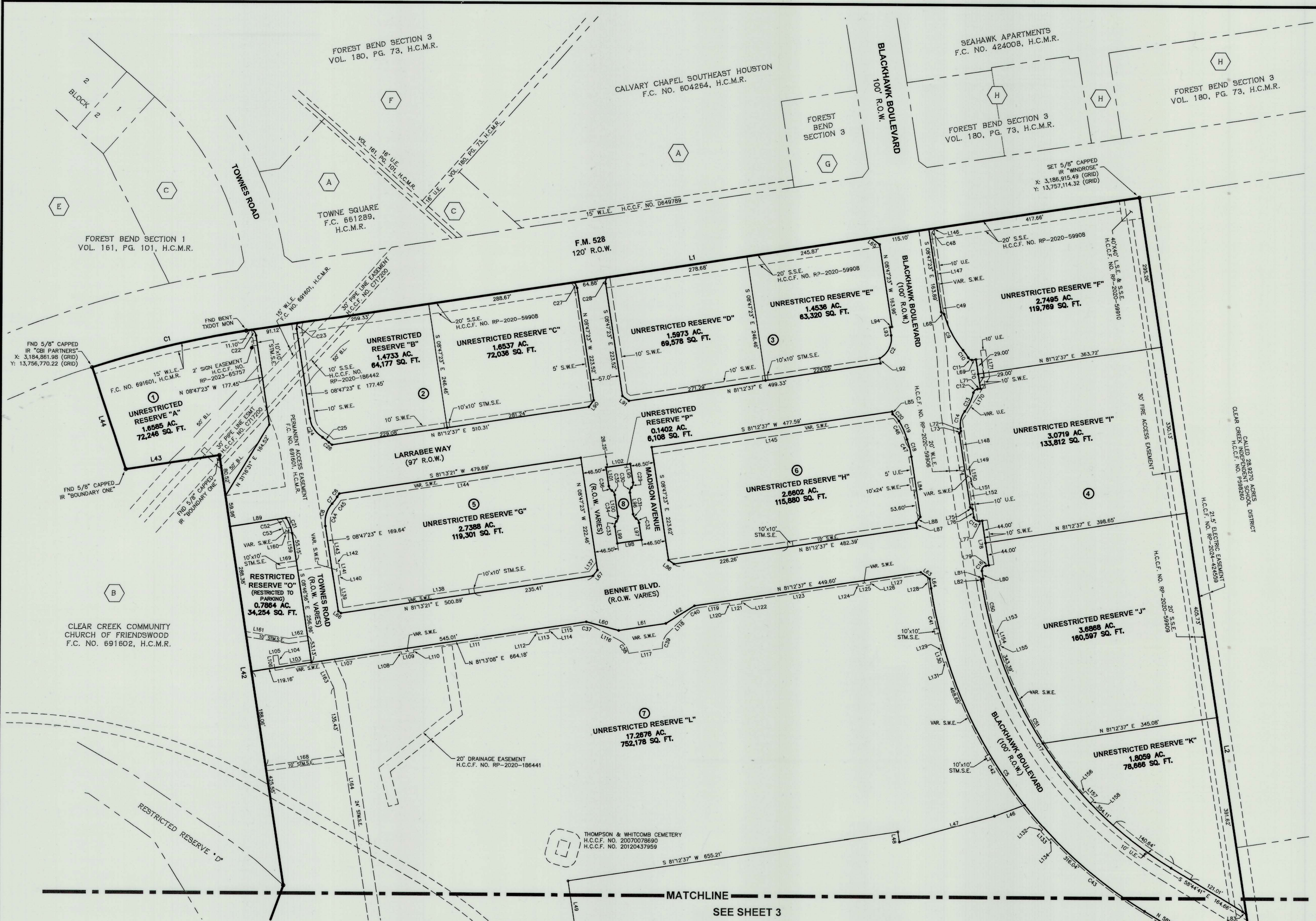


CITY OF FRIENDWOOD, HARRIS COUNTY, TEXAS  
VICINITY MAP  
SCALE: 1" = 2000'

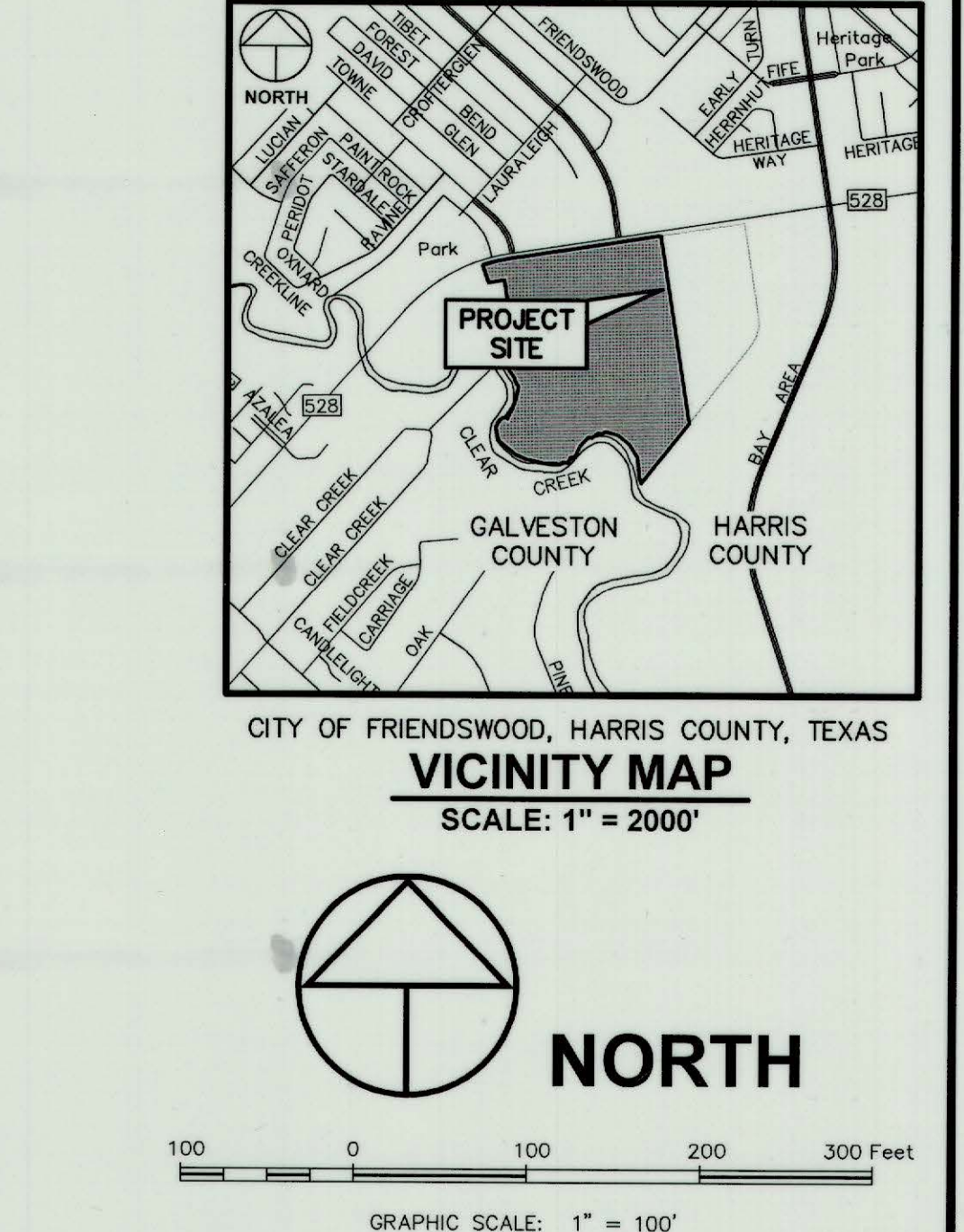


ABBREVIATIONS

A.E.	– AERIAL EASEMENT
D.E.	– DRAINAGE EASEMENT
ESMT.	– EASEMENT
FND.	– FLOOD
H.C.C.F.	– HARRIS COUNTY CLERK FILE
H.C.D.R.	– HARRIS COUNTY DEED RECORDS
H.C.M.R.	– HARRIS COUNTY MAP RECORDS
IP	



LINE	BEARING	DISTANCE
L1	N 81°12'37"	117.72
L2	S 08°47'23"	219.69
L3	S 38°20'29"	877.99
L4	N 21°17'53"	180.80
L5	S 04°22'12"	216.80
L6	N 32°41'57"	184.39
L7	N 51°08'03"	159.33
L8	N 74°03'09"	164.71
L9	S 48°02'49"	44.89
L10	N 73°33'17"	47.30
L11	S 49°24'37"	89.97
L12	N 75°14'40"	40.88
L13	N 43°33'03"	148.10
L14	S 25°05'22"	134.50
L15	S 83°33'17"	49.30
L16	S 21°22'39"	73.89
L17	N 77°09'16"	62.98
L18	S 59°48'42"	48.72
L19	N 78°29'09"	58.65
L20	N 88°56'38"	120.31
L21	N 78°01'47"	221.29
L22	N 87°13'30"	112.00
L23	N 50°46'11"	258.04
L24	N 18°01'41"	99.00
L25	N 05°32'33"	60.42
L26	N 23°27'30"	67.18
L27	N 39°20'14"	42.52
L28	N 59°28'00"	35.99
L29	S 84°03'09"	25.53
L30	S 63°21'48"	25.88
L31	N 23°23'39"	84.84
L32	N 27°29'30"	63.48
L33	N 19°02'25"	103.83
L34	N 13°22'21"	9.00
L35	N 13°22'21"	9.00
L36	N 15°04'25"	70.83
L37	S 31°32'48"	52.49
L38	N 21°40'27"	75.23
L39	N 29°27'27"	103.83
L40	N 35°55'50"	91.39
L41	N 20°09'13"	208.95
L42	N 08°44'39"	155.58
L43	S 81°13'21"	185.80
L44	N 18°29'00"	211.51
L45	N 83°07'40"	178.70
L46	S 89°30'58"	63.50
L47	S 74°20'21"	193.45
L48	N 08°44'39"	155.58
L49	S 81°13'21"	185.80
L50	S 89°30'58"	63.50
L51	S 07°49'19"	155.58
L52	S 15°58'25"	139.54
L53	S 00'12'36"	69.90
L54	S 01°53'47"	84.84
L55	S 89°28'03"	100.44
L56	N 83°58'21"	128.70
L57	N 88°07'40"	97.00
L58	S 82°31'52"	72.29
L59	S 75°14'40"	97.73
L60	S 79°20'40"	93.67
L61	N 81°12'37"	93.64
L62	N 37°46'20"	85.82
L63	N 33°47'02"	21.60
L64	S 08°47'23"	18.10
L65	N 53°47'03"	21.26
L66	S 53°46'40"	6.30
L67	N 36°12'33"	14.89
L68	S 23°47'27"	10.33
L69	N 81°13'21"	8.00
L70	S 08°47'23"	28.00
L71	N 81°13'21"	6.14
L72	S 08°47'23"	6.14
L73	S 36°12'33"	5.68
L74	N 08°47'23"	148.97
L75	S 53°47'03"	6.68
L76	S 08°47'23"	18.00
L77	N 81°13'21"	8.84
L78	S 08°47'23"	88.00
L79	N 81°13'21"	6.02
L80	S 08°47'23"	8.84
L81	N 81°13'21"	3.99
L82	S 08°47'23"	3.75
L83	S 44°21'01"	8.84
L84	N 08°47'23"	118.44
L85	N 08°47'23"	5.00
L86	S 53°46'38"	10.00
L87	N 08°46'38"	12.45
L88	N 36°29'44"	14.16
L89	N 81°13'21"	11.46
L90	N 36°12'48"	16.07
L91	S 53°47'23"	16.04
L92	N 08°47'23"	12.00
L93	N 08°46'52"	16.03
L94	N 81°13'21"	4.90
L95	S 08°47'23"	36.84
L96	S 08°47'23"	41.98
L97	S 08°47'23"	31.60
L98	N 81°13'21"	48.00
L99	N 08°47'23"	33.63
L100	N 81°13'21"	31.98
L101	N 08°47'23"	36.94
L102	N 81°13'21"	48.00
L103	S 81°13'21"	53.70
L104	N 08°46'52"	19.11
L105	S 81°13'21"	10.00
L106	S 08°46'52"	36.30
L107	N 81°13'21"	249.53
L108	N 08°46'52"	5.00
L109	N 81°13'21"	24.00
L110	N 08°46'52"	5.00
L111	N 81°13'21"	245.58
L112	S 08°46'52"	5.00
L113	N 81°13'21"	24.00
L114	N 08°46'52"	5.00
L115	N 81°13'21"	67.20
L116	S 82°32'49"	57.85
L117	N 81°13'21"	67.11
L118	N 44°55'44"	68.87
L119	N 81°13'21"	67.11
L120	S 08°47'23"	5.00
L121	N 81°13'21"	24.00
L122	N 08°47'23"	5.00
L123	N 81°13'21"	231.88
L124	S 08°47'23"	5.00
L125	N 81°13'21"	24.00
L126	N 08°47'23"	5.00
L127	N 81°13'21"	105.88
L128	S 08°48'13"	23.12
L129	S 72°57'13"	31.7
L130	S 17°22'54"	24.00
L131	N 72°57'13"	3.16
L132	S 48°40'59"	5.11
L133	S 43°12'40"	24.00
L134	N 48°47'06"	84.81
L135	S 08°44'41"	84.81
L136	S 81°48'34"	91.44
L137	S 38°12'33"	23.55
L138	N 81°13'21"	48.81
L139	N 08°47'23"	63.86
L140	N 81°13'21"	5.00
L141	N 08°47'23"	24.00
L142	S 81°12'57"	5.00
L143	N 08°47'02"	76.27
L144	N 81°13'21"	478.43
L145	N 81°13'20"	478.29
L146	S 50°00'40"	7.28
L147	S 08°47'24"	136.33
L148	S 08°47'23"	77.33
L149	N 81°13'21"	4.88
L150	S 08°47'23"	24.00
L151	S 81°12'57"	4.88
L152	S 08°47'23"	43.81
L153	S 72°56'58"	53.84
L154	S 17°22'41"	24.00
L155	S 72°57'13"	4.81
L156	N 42°21'11"	6.26
L157	S 42°38'41"	24.00
L158	S 72°57'12"	8.95
L159	N 81°11'54"	5.13
L160	N 81°11'34"	16.01
L161	N 81°07'18"	48.29
L162	S 81°11'57"	36.85
L163	S 24°39'40"	56.91
L164	S 08°44'17"	268.01
L165	S 81°13'21"	142.97
L166	S 08°46'39"	166.22
L167	S 43°12'22"	43.85
L168	N 82°01'55"	154.37
L169	S 81°14'36"	40.69
L170	N 81°43'07"	105.26
L171	N 08°47'23"	54.23



CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	1840.08	9°41'36"	311.31	N 78°21'49"	310.84
C2	44.00	89°59'28"	53.75	N 28°09'13"	50.47
C3	80.00	87°32'41"	112.22	N 45°04'31"	110.89
C4	130.00	127°33'33"	289.42	S 63°46'46"	233.29
C5	900.00	49°57'18"	784.89	S 33°46'02"	760.07
C6	54.00	83°33'37"	7.60	S 34°11'50"	7.59
C7	86.00	119°24'40"	16.58	S 35°41'28"	16.55
C8	54.00	50°00'11"	47.18	S 16°12'42"	45.85
C9	184.08	20°33'28"	93.50	S 28°01'00"	78.66
C10	90.04	11°20'16"	17.82	S 35°17'09"	17.79
C11	10.35	48°48'08"	8.87	S 26°37'28"	8.86
C12	9.00	68°48'58"	10.80	S 46°49'52"	10.77
C13	95.88	24°22'47"	40.84	S 24°37'38"	40.53
C14	44.00	45°38'13"	35.00	S 14°00'33"	34.10
C15	9.00	89°59'18"	14.14	S 53°47'01"	14.13
C16	8.00	90°13'33"	14.14	S 36°12'34"	12.73
C17	800.00	49°21'08"	697.50	S 33°46'02"	675.62
C18	186.22	10°54'39"	35.27	N 14°11'49"	35.25
C19	127.17	17°45'02"	38.40	N 24°05'27"	38.24
C20	49.00	21°52'42"	18.75	N 42°33'38"	18.64
C21	70.00	28°41'18"	32.61	S 22°07'42"	32.31
C22	14.50	55°39'55"	14.07	N 38°39'01"	13.52
C23	18.00	36°57'29"	12.28	S 09°41'09"	12.04
C24	54.00	49°31'03"	46.67	S 32°57'46"	45.23
C25	86.00	9°58'14"	14.97	S 52°42'28"	14.85
C26	54.00	83°33'37"	7.60	S 31°45'18"	7.59
C27	19.00	37°32'39"	12.45	N 27°33'23"	12.23
C28	18.00	37°38'22"	12.47	S 10°01'08"	12.25
C29	12.00	51°19'04"	10.75	S 16°52'09"	10.39
C30	12.00	51°19'04"	10.75	S 16°52'09"	10.39
C31	12.00	51°19'04"	10.75	S 34°28'55"	10.39
C32	12.00	51°19'04"	10.75	S 34°28'55"	10.39
C33	12.00	51°19'04"	10.75	S 16°52'09"	10.39
C34	12.00	51°19'04"	10.75	S 16°52'09"	10.39
C35	12.00	51°19'04"	10.75	S 34°28'55"	10.39
C36	12.00	51°19'04"	10.75	S 34°28'55"	10.39
C37	34.00	36°14'03"	21.50	S 80°39'51"	21.15
C38	34.00	33°45'29"	31.60	S 39°40'08"	30.44
C39	34.00	52°38'24"	31.24	N 18°38'22"	30.10
C40	34.00	36°17'03"	21.50	S 34°28'55"	21.15
C41	905.88	74°47'	1233.50	S 12°42'58"	123.41
C42	904.04	24°18'16"	383.49	S 30°17'30"	380.62
C43	904.02	14°46'43"	233.18	S 51°21'09"	232.53
C44	44.00	49°59'39"	36.30	N 10°12'48"	37.19
C45	95.73	9°48'33"	16.39	S 36°19'11"	16.37
C46	118.78	25°27'37"	53.80	S 27°08'09"	53.38
C47	66.88	12°29'28"	14.57	S 32°50'24"	14.50
C48	9.00	58°48'30"	6.24	S 20°58'21"	6.24
C49	184.08	4°29'26"	21.47	S 12°58'49"	21.44
C50	805.79	75°53'	111.08	S 12°31'55"	110.99
C51	805.79	23°49'51"	336.10	S 30°06'11"	332.74
C52	62.00	18°24'48"	25.12	S 29°29'48"	25.01
C53	54.00	33°42'54"	31.78	N 27°31'52"	31.32

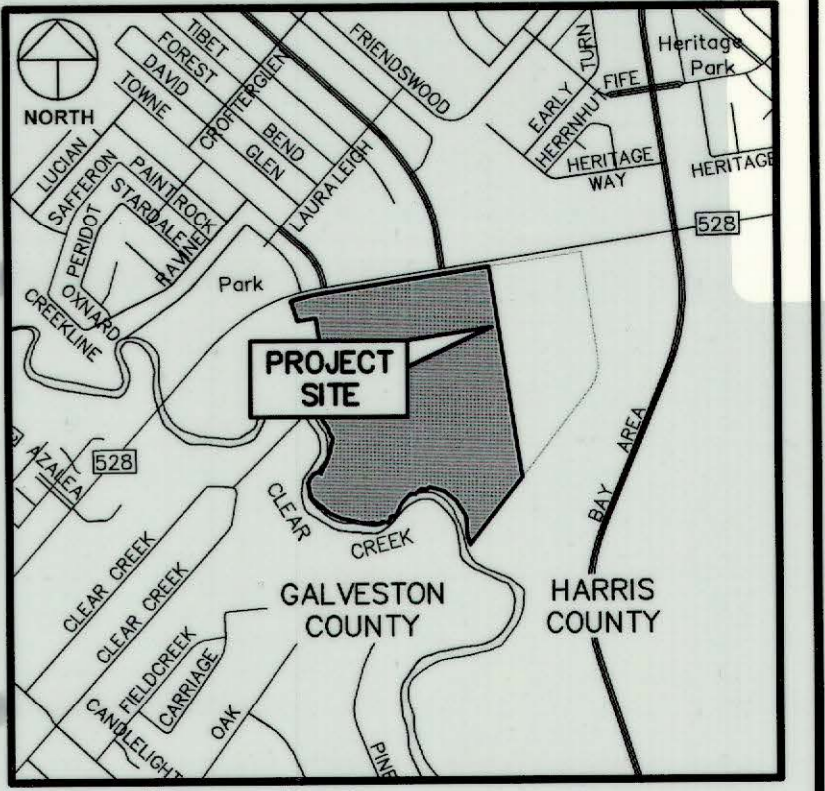
FINAL PLAT OF  
**FRIENDSWOOD CITY CENTER**  
 A SUBDIVISION OF  
 106.47 AC. / 4,637,900 SQ. FT.  
 BEING A REPLAT OF RESTRICTED RESERVES "A" AND "C",  
 CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD,  
 F.C. NO. 691601, H.C.M.R. AND 95.78 AC. / 4,172,079 SQ. FT.  
 SITUATED IN THE SARAH MCKISSIC SURVEY, ABSTRACT NO. 549  
 CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS

8 BLOCKS 14 RESERVES  
 JULY 25, 2025  
 Surveyor  
**WINDROSE**  
 LAND SURVEYING I PLATTING  
 FIRM REGISTRATION NO. 10108800  
 713.458.2281 | WINDROSESERVICES.COM  
 5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

**ABBREVIATIONS**  
 A.E. - AERIAL EASEMENT  
 D.E. - DRAINAGE EASEMENT  
 ESMT. - EASEMENT  
 FND - FOUND  
 H.C.C.F. - HARRIS COUNTY CLERK FILE  
 H.C.D.R. - HARRIS COUNTY DEED RECORDS  
 H.C.M.R. - HARRIS COUNTY MAP RECORDS  
 IP - IRON PIPE  
 IR - IRON ROD  
 NO. - NUMBER  
 PG. - PAGE  
 R.O.W. - RIGHT-OF-WAY  
 AC. - ACRES  
 SQ. FT. - SQUARE FEET  
 VOL. - VOLUME  
 B.L. - BUILDING LINE  
 W.L.E. - WATER LINE EASEMENT  
 S.S.E. - SANITARY SEWER EASEMENT  
 U.E. - UTILITY EASEMENT  
 STM.S.E. - STORM SEWER EASEMENT  
 S.W.E. - SIDEWALK EASEMENT  
 VAR. - VARIABLE  
 WD. - WIDTH  
 L.S.E. - LIFT STATION EASEMENT  
 (S) - SET 5/8" CAPPED IR "WINDROSE"

FILE INFO: Z:\38542-528\_Town Center\38542-528\31327.dwg, A:\Info\July 05, 2025 2:53pm

LINE TABLE with columns: LINE, BEARING, DISTANCE. Contains 171 line entries from L1 to L171.



CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS  
**VICINITY MAP**  
SCALE: 1" = 2000'



GRAPHIC SCALE: 1" = 100'

**ABBREVIATIONS**

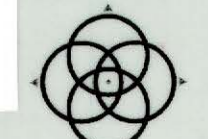
- AE - AERIAL EASEMENT
- DE - DRAINAGE EASEMENT
- ESMT - EASEMENT
- FND - FOUND
- H.C.C.F. - HARRIS COUNTY CLERK FILE
- H.C.D.R. - HARRIS COUNTY DEED RECORDS
- H.C.M.R. - HARRIS COUNTY MAP RECORDS
- IP - IRON PIPE
- IR - IRON ROD
- NO - NUMBER
- PG - PAGE
- R.O.W. - RIGHT-OF-WAY
- AC - ACRES
- SQ. FT. - SQUARE FEET
- VOL - VOLUME
- B.L. - BUILDING LINE
- W.E. - WATER LINE EASEMENT
- S.S.E. - SANITARY SEWER EASEMENT
- U.E. - UTILITY EASEMENT
- STMS.E. - STORM SEWER EASEMENT
- S.W.E. - SIDEWALK EASEMENT
- VAR. - VARIABLE
- WID. - WIDTH
- L.S.E. - LIFT STATION EASEMENT
- (S) - SET 5/8" CAPPED IR "WINDROSE"

CURVE TABLE with columns: CURVE, RADIUS, DELTA, LENGTH, BEARING, CHORD. Contains 42 curve entries from C1 to C42.

**FINAL PLAT OF  
FRIENDSWOOD CITY CENTER**  
A SUBDIVISION OF  
106.47 AC. / 4,637,900 SQ. FT.  
CLEAR CREEK COMMUNITY CHURCH OF FRIENDSWOOD,  
F.C. NO. 691601, H.C.M.R., AND 95.78 AC. / 4,172,079 SQ. FT.  
SITUATED IN THE SARAH MCKISSIC SURVEY, ABSTRACT NO. 549  
CITY OF FRIENDSWOOD, HARRIS COUNTY, TEXAS

8 BLOCKS 14 RESERVES  
JULY 25, 2025

Surveyor



**WINDROSE**  
LAND SURVEYING | PLATTING  
FIRM REGISTRATION NO. 10108800  
713.458.2281 | WINDROSESERVICES.COM  
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

RECORDING MEMORANDUM:  
At the time of execution, this instrument was found to be accurate for the best photographic reproduction thereof. If illegible, carbon or photo copy, discolored paper, or all handwritten additions and changes were present at the time the



**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/02/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider on second and final reading an ordinance amending Appendix A "Signs," Section 1 "Definitions," Section 9 "Prohibited signs," Subsection A, and Section 25 "Nonconforming signs," Subsection F "Conversion of existing billboards to changeable electronic variable message signs (CEVMS)" of the Friendswood City Code to update the CEVMS requirements and to allow the conversion to CEVMS if specified requirements are satisfied.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

Consider on second and final reading an ordinance amending Appendix A "Signs," Section 9 "Prohibited signs," Subsection A and Section 25 "Nonconforming signs," Subsection F "Conversion of existing billboards to changeable electronic variable message Signs (CEVMS)" of the Friendswood City Code to update the CEVMS requirements and to allow the erection of CEVMS if specified requirements are satisfied. Such conditions include:

1. the CEVMS is moved to another site on the same side of the street within 1,750 feet of the site of the existing legally nonconforming sign in full compliance with state law;
2. the CEVMS remains in a commercial zoning district;
3. the CEVMS is not located within 1,500 feet of another off-premises sign on the same side of the street;
4. the CEVMS is not located within 1,000 feet of the nearest boundary of a public space;
5. the site of the CEVMS is set back a minimum of 200 feet from a residential dwelling unit;
6. the CEVMS replaces the billboard being moved;
7. the CEVMS shall not have a sign area larger or sign height taller than the lawfully nonconforming billboard the CEVMS is replacing; and
8. the CEVMS shall be permitted by TxDOT.

The proposed ordinance also contains some further specifications for all CEVMS, including required dimmers, brightness levels, and a prohibition against the use of audio. It also allows for the city to display emergency information as needed and public service announcements on a routine basis.

Council passed this ordinance on first reading on February 2, 2026.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Ordinance - Signs Code Amendments
2. Ordinance - Signs Amendments - Redline Version

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX A "SIGNS," SECTION 1 "DEFINITIONS," SECTION 9 "PROHIBITED SIGNS," SUBSECTION A AND SECTION 25 "NONCONFORMING SIGNS," SUBSECTION F "CONVERSION OF EXISTING BILLBOARDS TO CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS (CEVMS)" OF THE FRIENDSWOOD CITY CODE TO UPDATE THE CEVMS REQUIREMENTS AND TO ALLOW THE ERECTION OF CEVMS IF SPECIFIED REQUIREMENTS ARE MET; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, the City Council recognizes that changeable electronic variable message signs ("CEVMS") provide a modern and effective means of communication; and

WHEREAS, the City seeks to balance technological advancement in signage with aesthetic and environmental considerations by encouraging the removal of outdated or excessive signage in exchange for CEVMS installation; and

WHEREAS, allowing CEVMS only when existing signs are removed promotes visual clarity, reduces sign clutter, and enhances the overall appearance of commercial corridors and public spaces; and

WHEREAS, the proposed amendment supports the use of CEVMS while maintaining the City's commitment to orderly and attractive signage practices; NOW THEREFORE,

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

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

Section 2. That Appendix A "Signs," Section 1 "Definitions" of the Friendswood City Code is hereby amended to add definitions of "commercial activity" and "public space," which definitions shall read as follows:

**Appendix A  
SIGNS**

**Sec. 1. Definitions.**

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

...  
*Commercial activity* means an activity:

- (1) that is allowed only in a zoned commercial area;
- (2) that is conducted in a permanent building or structure that:
  - (a) is permanently affixed to real property that is located within 200 feet of the right-of-way of the regulated highway;
  - (b) is visible from the traffic lanes of the main-traveled way;
  - (c) not more than fifty percent (50%) of its square footage is used as a residence;
  - (d) is open and conducting business at the site;
  - (e) has available to it permanent, functioning utilities for the activity; and
  - (f) has available to it directly related equipment, supplies, or services for the activity.

The term does not include:

- (1) agricultural, forestry, ranching, grazing, farming, and related activities, including the operation of a temporary wayside fresh produce stand;
  - (2) an activity that is conducted only seasonally;
  - (3) the operation or maintenance of:
    - (a) a commercial sign;
    - (b) an apartment house or residential condominium;
    - (c) a public or private school, other than a trade school or corporate training campus;
    - (d) a cemetery; or
    - (e) a place that is primarily used for worship;
  - (4) an activity that is conducted on a railroad right-of-way; or
  - (5) an activity that is created primarily or exclusively to qualify an area as a commercial area.
- ...

*Public space* means publicly owned land that is designated by a governmental entity as a park, forest, playground, scenic area, recreation area, wildlife or waterfowl refuge, or historic site.  
...

Section 3. That Appendix A "Signs," Section 9 "Prohibited signs," Subsection a of the Friendswood City Code is hereby amended to read as follows:

**Appendix A  
SIGNS**

**Sec. 9. Prohibited signs.**

Signs of the following nature are expressly prohibited unless specifically authorized by this appendix:

- a. Billboards, including, but not limited to, new off-premises, changeable electronic variable message signs (CEVMS). Exception: an existing billboard may be converted to a CEVMS, provided that it meets the requirements in section 25.f.

Section 4. That Appendix A "Signs," Section 25 "Nonconforming signs," Subsection f "Conversion of existing billboards to changeable electronic variable message signs (CEVMS)" of the Friendswood City Code is hereby amended to read as follows:

**Appendix A  
SIGNS**

**Sec. 25. Nonconforming signs.**

...

- f. *Conversion of existing billboards to changeable electronic variable message signs (CEVMS).*

- (1) *Generally; exception.* The overall size, height, location, and number of support poles used to support the sign structure of the existing billboard shall not be altered unless:

- (a) The CEVMS is permitted by the state department of transportation;
- (b) The CEVMS replaces an existing lawfully nonconforming sign at a one-to-one ratio;
- (c) The CEVMS does not have a sign area larger or sign height taller than the lawfully nonconforming sign it is replacing;
- (d) The CEVMS is relocated to a site on the same street and on the same side of the street and within 1,750 feet of the site of the existing lawfully nonconforming sign which is to be replaced;

- (e) The CEVMS remains in a commercial zoning district within 800 feet of a recognized commercial activity and is on the same side of the street as such business activity;
  - (f) The CEVMS is not located within 1,000 feet of the nearest point of the boundary of a public space, as measured along the right-of-way line from the nearest common point of the space's boundary and the right-of-way;
  - (g) The CEVMS is not located within 1,500 feet of another off-premises sign on the same side of the right-of-way, measured at points along the right-of-way perpendicular to the center of the signs; and
  - (h) The CEVMS complies with all applicable laws.
- (2) *Distance from a residential dwelling unit.* The site of the CEVMS is set back a radial distance of at least 200 feet from a residential dwelling unit.
  - (3) *Electrical service.* Electrical service to the sign must be underground from the property line to the sign.
  - (3) *Dwell time.* Each message on an electronic sign shall be displayed for at least eight seconds, and a change of message shall be accomplished within two seconds.
  - (4) *Message change.* A change of message must occur simultaneously on the entire sign face.
  - (5) *Static messages.* The CEVMS shall contain static messages only, and not have animation, movement, or the appearance or optical illusion of movement. No flashing, dimming, or brightening of the static message is permitted except to accommodate changes of messages.
  - (6) *Dimmer.* The CEVMS shall be equipped with an automatic dimming photocell, which automatically adjusts the display's brightness based on ambient light conditions.
  - (7) *Brightness level.* The CEVMS may not display light of such intensity or brilliance to cause glare or otherwise impair the vision of a driver or result in a nuisance to the driver and is subject to all existing, restrictions on light, intensity, brilliance, or glare contained in the land development code and the code. Illumination shall not exceed 0.3 foot-candles over ambient lighting conditions when measured at 50 feet in any direction from a CEVMS. Prior to the issuance of a permit for the CEVMS, the applicant shall provide written certification from the sign manufacturer that the light intensity that has been factory preset does not exceed the brightness specified herein and that the intensity level is protected from end-

user manipulation by password-protected software or other method as deemed appropriate by the sign administrator.

- (8) *No audio.* Audio emissions from CEVMS shall be prohibited.
- (9) *Malfunction.* CEVMS sign operators must respond to a malfunction or safety issue within one hour after notification and must remedy that malfunction or safety issue within 12 hours after notification. In case of a sign malfunction, the digital display must immediately freeze until the malfunction is remedied.
- (10) *Display of emergency information.* The city may exercise its police powers to protect public health, safety, and welfare by requiring emergency information to be displayed on digital display signs. Upon notification, the sign operators shall display amber alerts; silver alerts; information regarding terrorist attacks; natural disasters; emergency public health, safety, and welfare announcements; and other emergency situations in appropriate sign rotations. Emergency information messages must remain in rotation according to the issuing agency's protocols.
- (11) *Public service announcements.* Companies shall permit the city to place one public service announcement on each of the digital billboards for up to the equivalent time of an eight-week period for each year; provided, however, that such public service announcements shall consist of one slot of at least eight seconds in the standard rotation utilized by the advertising company on the applicable digital billboards.
  - (a) Public service announcements shall be limited to city-sponsored event announcements and non-emergency city-related public health, safety, and welfare announcements. The city shall be responsible for:
    - (i) Providing the company with its public service announcements, which may be updated by the city at any time; and
    - (ii) Any costs associated with providing the company with the artwork in an acceptable format.
  - (b) The public service announcements must be submitted to the company at least five (5) business days before the proposed display date. Content of public service announcements shall be determined in the sole discretion of the city. In addition:
    - (i) The company shall provide use of the advertising space on the digital billboards, as reasonably necessary for non-emergency public service announcements; and

- (ii) The company and city will work cooperatively and in good faith for the city to place additional city-related public service announcements on a space availability basis.
- (12) *Contact information.* The sign owner shall provide to the department contact information for a person who is available to be contacted at any time, and who is able to turn off the electronic sign promptly after a malfunction occurs.
- (13) *Glare.* If the city finds that an electronic sign causes glare or otherwise impairs the vision of the driver of a motor vehicle or otherwise interferes with the operation of a motor vehicle, the owner of the sign, within 12 hours of a request by the city, shall reduce the intensity of the sign to an acceptable level.
- (14) *Permits.*
  - (a) *Permits required.* The sign owner or its designated contractor shall obtain a sign permit and all other required permits necessary to comply with adopted codes, including the building and electrical codes.
  - (b) *Application.* In the application for a CEVMS, the applicant shall provide the information in section 2.c as well as the following:
    - (i) the demolition permit number for existing billboard used to meet this required one-to-one ratio;
    - (ii) a certificate of compliance signed by the applicant, in which the applicant warrants that the applicant is in full compliance with this appendix and the code;
    - (iii) the contact information for a person who is available to be contacted at any time who is able to turn off the electronic sign promptly if a malfunction occurs or is able to accommodate notifications for emergencies and public service announcements; and
    - (iv) Additional information the sign administrator considers necessary for the issuance of a sign permit.
  - (c) *Permit issuance.* A *permit* for a CEVMS will only be issued after the removal of an existing legal nonconforming billboard.

Section 5. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 6. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 7. 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 8. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 9. This ordinance shall take effect ten (10) days from and after its passage on second and final reading by the City Council of the City of Friendswood, Texas, and its publication in the official newspaper of the City.

INTRODUCED, READ AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood on this the 2<sup>nd</sup> day of February, 2026.

---

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 on this the 2<sup>nd</sup> day of March, 2026.

\_\_\_\_\_  
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: March 2, 2026

Date submitted: 02/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider an ordinance amending the City’s General Budget for Fiscal Year 2025-2026 by approving “Budget Amendment V” 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 first set for fiscal year 2025-2026.

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. V
2. FY26 BA V Exhibit A 2026-03-02
3. FY26 BA V Exhibit B 2026-03-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2025-23, PASSED AND APPROVED AUGUST 25, 2025, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2025-26, BY APPROVING "BUDGET AMENDMENT V" 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. 2025-23, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2025-26"; 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 2025-26; 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 2025-26" is hereby amended for municipal purposes as shown on "Budget Amendment V" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2025-26" attached hereto. Said Budget Amendment V 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 2<sup>nd</sup> day of March, 2026.

\_\_\_\_\_  
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 FY2025-2026  
Budget Amendment V  
March 2, 2026**

1. **Prior Year Encumbrance, \$2,000.** Appropriate funds for a purchase order issued in fiscal year 2024-2025 and outstanding at fiscal year-end, September 30, 2025. Services for this purchase order will be received and expensed in fiscal year 2025-26.
2. **Hazard Mitigation Grant Program DR 4586 Portable Generator Grant, \$136,621.** Appropriate funds for the purchase of a portable generator. The project is partially grant funded of which \$113,130 will be reimbursed from grant proceeds. The funding source will be unassigned general fund balance. The original funding source was water and sewer funds approved by Council at the May 5, 2025, City Council meeting. That appropriation of \$142,985 will be reversed because the generator will be utilized for general fund activity.
3. **Mayor and Council Department – Donations, \$3,550.** Appropriate donations received from former Mayor Kimball Brizendine and Mayor Mike Foreman to cover the cost of framing the City emblems and Council photos that will be hung in the Council Chambers. The funds will be appropriated to the Parks and Recreation Facilities division.
4. **Hazard Mitigation Grant Program DR 4485 Grant Reimbursement, \$43,594.** Reimburse unassigned general fund balance for grant proceeds received from the Hazard Mitigation Grant Program. Advanced funding for multiple invoices was appropriated at the January 5, 2026, City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
5. **Friendswood Downtown Economic Development Corporation – Downtown Utilities, \$15,000.** Appropriate funds for a utility relocation cost estimate study in the downtown district. Council approved the study at the February 2, 2026, City Council meeting. The funding source will be FDEDC undesignated fund balance.

<b>City of Friendswood</b>				
<b>March 2, 2026</b>				
<b>2025-2026 Budget Amendment V - Exhibit B</b>				
<b>BA Number</b>	<b>Account Number</b>	<b>Project Number</b>	<b>Description</b>	<b>Amount</b>
1	175-0000-30200		Prior year encumbrances - Economic Development Fund	(2,000)
1	175-7001-419.7800		Thompson Engineering - PO 24000572-R1, FM518 Illumination Project	2,000
2	001-0000-30500		Appropriate unassigned general fund for city portion of HMGP DR-4586 Portable Generator	(23,491)
2	001-6460-419.8800		Appropriate unassigned general fund for city portion of HMGP DR-4586 Portable Generator	23,491
2	001-0000-30500		Advance funding for grant funded portion of HMGP DR-4586 Portable Generator	(113,130)
2	001-6460-419.8800		Advance funding for grant funded portion of HMGP DR-4586 Portable Generator	113,130
2	401-3656-433.8800		Reverse prior year unencumbered capital for HMGP DR-4586 Portable Generator	(142,985)
2	401-0000-30300		Reverse prior year unencumbered capital for HMGP DR-4586 Portable Generator	142,985
3	001-0000-38600		Appropriate donations received from K. Brizendine and M. Foreman for Council Chambers	(3,550)
3	001-6460-419.8600		Appropriate donations received from K. Brizendine and M. Foreman for Council Chambers	3,550
4	127-10199		Reimburse unassigned general fund balance for advanced funding related to HMGP - DR 4485 grant proceeds for partial reimbursement of RR#5	(43,594)
4	127-26010		Reimburse unassigned general fund balance for advanced funding related to HMGP - DR 4485 grant proceeds for partial reimbursement of RR#5	43,594
4	001-14030		Reimburse unassigned general fund balance for advanced funding related to HMGP - DR 4485 grant proceeds for partial reimbursement of RR#5	(43,594)
4	001-10199		Reimburse unassigned general fund balance for advanced funding related to HMGP - DR 4485 grant proceeds for partial reimbursement of RR#5	43,594
5	175-0000-30100		Appropriate undesignated fund balance for downtown district utility relocation cost estimate	(15,000)
5	175-0303-419.7800		Appropriate undesignated fund balance for downtown district utility relocation cost estimate	15,000

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/16/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution ratifying Resolution No. 2025-35 finding that public convenience and necessity requires the acquisition of 5.452 acres of land located adjacent to the southeast portion of Lake Friendswood and being a part of the I & G N R R Company Survey, Section 3 Abstract 614, Galveston County, Texas, and being a part of the original Galveston-Houston Interurban Land Company Subdivision, Division A and also being that same tract of land described as Tract 2 in a deed recorded in Volume 2621, Page 279 in the Office of the County Clerk of Galveston County, Texas, for the expansion of Lake Friendswood Park and authorizing eminent domain proceedings for the acquisition of fee simple interest thereof from Joseph B. Tostado.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

On November 3, 2025, the City Council passed Resolution No. 2025-35, which authorized eminent domain proceedings to acquire certain property owned by Mr. Joseph Tostado, namely that approximately 5.452 acres of land adjacent to the southeast portion of Lake Friendswood (the "Property"). As you are aware, the City has contacted Mr. Tostado many times over the years regarding the acquisition of the Property for the expansion of Lake Friendswood Park. Most recently, on December 19, 2025, the City's attorneys sent him an offer letter along with (i) the Landowner's Bill of Rights, (ii) a 2019 appraisal of the easement which traverses the Property, (iii) a legal description of the Property, (iv) a survey of the Property, (v) the most recent assessment of the Property by the Galveston Central Appraisal District, and (vi) a general warranty deed.

So far negotiations have proved to be unproductive. However, before proceeding with the filing of an eminent domain proceeding, the City wishes to ratify Resolution No. 2025-35 in order for the City Council to approve the use of eminent domain by using the following statutory language:

I move that the City of Friendswood approve this proposed resolution and authorize the use of the power of eminent domain to acquire 5.452 acres of land located adjacent to the southeast portion of Lake Friendswood and being a part of the I & G N R R Company Survey, Section 3, Abstract 614, Galveston County, Texas, and being a part of the original Galveston-Houston Interurban Land Company Subdivision, Division A and also being that same tract of land described as Tract 2 in a deed recorded in Volume 2621, Page 279 in the Office of the County Clerk of Galveston County, Texas, for the expansion of Lake Friendswood Park.

This proposed resolution ratifies Resolution No. 2025-35 and indicates that the statutory language was used in invoking the City's power of eminent domain.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Resolution - Eminent Domain

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING RESOLUTION NO. 2025-35 PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON NOVEMBER 3, 2025, FINDING THAT PUBLIC CONVENIENCE AND NECESSITY REQUIRES THE ACQUISITION OF 5.452 ACRES OF LAND LOCATED ADJACENT TO THE SOUTHEAST PORTION OF LAKE FRIENDSWOOD AND BEING A PART OF THE I & G N R R COMPANY SURVEY, SECTION 3, ABSTRACT 614, GALVESTON COUNTY, TEXAS, AND BEING A PART OF THE ORIGINAL GALVESTON-HOUSTON INTERURBAN LAND COMPANY SUBDIVISION, DIVISION A AND ALSO BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT 2 IN A DEED RECORDED IN VOLUME 2621, PAGE 279 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, FOR THE EXPANSION OF LAKE FRIENDSWOOD PARK AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS FOR THE ACQUISITION OF FEE SIMPLE INTEREST THEREOF; AND PROVIDING AN EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, on November 3, 2025, the City Council passed Resolution No. 2025-35, in which the City Council, after consideration of the matter, determined that there is a public necessity for the welfare of the City of Friendswood, Texas (the "City") and the public-at-large to acquire, construct and maintain certain parkland and public recreational, trail and open space facilities and related appurtenances, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in Resolution No. 2025-35, the City Council found that public necessity requires the acquisition of fee simple title to approximately 5.452 acres of land located adjacent to the southeast portion of Lake Friendswood, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property") for the Project; and

WHEREAS, the Property is owned Joseph B. Tostado (the "Owner"), who has been contacted many times over the years regarding the acquisition of the Property for the Project; and

WHEREAS, most recently, on or around October 8, 2025, and December 19, 2025, the City's attorneys sent the Owner offer letters along with (i) the Landowner's Bill of Rights, (ii) a 2019 appraisal of the easement which traverses the Property, (iii) a legal description of the Property, (iv) a survey of the Property, (v) the most recent assessment of the Property by the Galveston Central Appraisal District, and (vi) a general warranty deed; and

WHEREAS, such offers have not been accepted and the City has been unsuccessful in acquiring the Property to date; and

WHEREAS, as such, the City Council wishes to ratify Resolution No. 2025-35 and to authorize the City to initiate condemnation proceedings pursuant to Chapter 21 of the Texas Property Code; and

WHEREAS, on the date of this resolution, in an open meeting conducted pursuant to Chapter 551 of the Texas Government Code, the following motion was made:

I move that the City of Friendswood approve this proposed resolution and authorize the use of the power of eminent domain to acquire 5.452 acres of land located adjacent to the southeast portion of Lake Friendswood and being a part of the I & G N R R Company Survey, Section 3, Abstract 614, Galveston County, Texas, and being a part of the original Galveston-Houston Interurban Land Company Subdivision, Division A and also being that same tract of land described as Tract 2 in a deed recorded in Volume 2621, Page 279 in the Office of the County Clerk of Galveston County, Texas, for the expansion of Lake Friendswood Park; 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 and are adopted and made part of this resolution, as if the same were set forth herein.

Section 2. That the City Council hereby ratifies Resolution No. 2025-35 and finds and determines that it is necessary for the welfare of the City and its citizens to acquire, construct and maintain parkland and improvements in the City, and to acquire property interests to assist with such purposes in and to the Property, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 3. The City's attorneys, on behalf of the City, are hereby (i) to file against the Owner and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the Property, in order to allow the City and/or its assigns to complete said Project, and (ii) to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 4. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions or scope of the Project contained herein or if later surveys contain more accurate descriptions or interests, the City's attorneys are authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 5. 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 2<sup>nd</sup> day of March, 2026.

\_\_\_\_\_  
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: March 2, 2026

Date submitted: 02/12/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider a resolution authorizing the Galveston County Mosquito Control District to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood.

Originating Department: City Secretary

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This proposed resolution authorizes the Galveston County Mosquito Control District (the "District") to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood (the "City").

This is an annual requirement of the Federal Aviation Administration (FAA) to obtain approval from the area communities concerning Galveston County Mosquito Control District, which is responsible for the operation of the county-wide Mosquito Control Program. Since a portion of the City is in Galveston County, the District is required to obtain permission from the City to apply pesticides for the purpose of mosquito control.

There is no fiscal impact associated with this item.

Harris County does not conduct routine aerial spraying over urban areas such as Friendswood unless mosquitos with the West Nile virus are identified. The City provides ground spraying in the City's rights-of-ways in Harris County.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Galveston County Mosquito Control District Notice and Sample Resolution
2. Resolution - Galveston County Mosquito Control Aerial Spraying



**GALVESTON COUNTY MOSQUITO CONTROL DISTRICT**

5115 HWY 3  
DICKINSON, TEXAS 77539

**ASHLEY WILSON**  
**DIRECTOR**  
**1-800-842-5622**

February 4, 2026

Leticia Brysch, Office Secretary  
City of Friendswood  
910 south Friendswood Drive  
Friendswood, TX 77546-4856

Dear Ms. Martinez:

As providers of the County funded Mosquito Control Program, we are requesting your approval of the enclosed resolution authorizing the aerial spraying for mosquitos. The Federal Aviation Administration requires us to make a request on a yearly basis. This request does not imply any change in our operations.

It would be greatly appreciated if a copy of the approved and signed resolution be returned to my office. This resolution may be mailed to 5115 HWY 3, Dickinson, TX 77539, or emailed to [haley.billiot@galvestoncountytexas.gov](mailto:haley.billiot@galvestoncountytexas.gov)

If you have any questions or concerns, please do not hesitate to contact my offices at (281) 337-4289.

Sincerely,



Haley Billiot, Administrative Assistant  
Galveston County Mosquito Control

Enclosure



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AERIAL SPRAYING OVER THE GALVESTON COUNTY PORTION OF THE CITY OF FRIENDSWOOD BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT FOR ITS COUNTY-WIDE MOSQUITO CONTROL PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, the Galveston County Mosquito Control District (the "District") is responsible for the operation of the Mosquito Control Program in Galveston County, Texas; and

WHEREAS, the Federal Aviation Administration requires the District to obtain approval from the City of Friendswood in order to provide aerial spraying services over that portion of its incorporated limits located in Galveston County, Texas; NOW THEREFORE,

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

Section 1. That the City Council hereby approves the District's aerial spraying over the Galveston County portion of the City of Friendswood for the abatement of mosquitoes; provided such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, the Environmental Protection Agency, and other authoritative federal and state agencies.

Section 2. 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 2<sup>nd</sup> day of March, 2026.

\_\_\_\_\_  
MIKE FOREMAN, Mayor

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2026\03-02-2026\Resolution - Galveston County Mosquito Control Aerial Spraying.docx

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/18/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution denying the increase system-wide transmission and distribution rates proposed by Texas New-Mexico Power Company in its application filed on or about November 14, 2025.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

On November 14, 2025, Texas-New Mexico Power Company (“TNMP”) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$34 million. TNMP asks the City to approve a 6.4% increase in residential rates and an overall increase of 5% in rates. TNMP is also proposing a 6.6% decrease for streetlighting customers but significant increases for commercial customers. Monthly rates would increase by approximately \$5.20 for an average residential customer.

On December 1, 2025, the City Council suspended TNMP’s rate request for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with a coalition of cities served by Texas-New Mexico Power Company (the “Coalition”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Coalition, TNMP’s request for a rate increase should be denied.

Accordingly, the purpose of this proposed resolution is to deny the rate change application proposed by TNMP. Once the resolution is adopted, TNMP will have 30 days to appeal the decision to the Public Utility Commission of Texas (“PUC”), where the appeal will be consolidated with TNMP’s filing (PUC Docket No. 58964) currently pending at the PUC.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Resolution - Denying TNMP Electric Rate Increase

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DENYING TEXAS-NEW MEXICO POWER COMPANY'S (TNMP'S) REQUESTED RATE CHANGE; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; REQUIRING NOTICE OF THIS RESOLUTION TO TNMP AND LEGAL COUNSEL FOR THE GULF COAST COALITION OF CITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, the City of Friendswood, Texas ("City") is an electric utility customer of Texas-New Mexico Power Company ("TNMP"), and a regulatory authority with an interest in the rates and charges of TNMP; and

WHEREAS, the City is a member of the Cities Served by Texas-New Mexico Power Company ("Cities"), a coalition of similarly situated cities served by TNMP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNMP's service area; and

WHEREAS, on or about November 14, 2025, TNMP filed with the City an application ("Application") to increase system-wide transmission and distribution rates by about \$34 million. TNMP asks the City to approve a 6.4% increase in residential rates and an overall increase of 5.0%; and

WHEREAS, Cities are coordinating their review of TNMP's Application and working with the designated attorneys and consultants to resolve issues in TNMP's filing; and

WHEREAS, through review of the Application, Cities' consultants determined that TNMP's proposed rates are excessive; and

WHEREAS, Cities' members and attorneys recommend that members deny the Application; 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 rates proposed by TNMP to be recovered through its electric rates charged to customers located within the City limits are hereby found to be unreasonable and shall be denied.

Section 3. That TNMP shall continue to charge its existing rates to customers within the City.

Section 4. That the City's reasonable rate case expenses shall be reimbursed in full by TNMP.

Section 5. That a copy of this Resolution shall be sent to TNMP, care of Scott Seamster, Corporate Counsel, 577 N. Garden Ridge Boulevard, Lewisville, Texas 75067 and [scott.seamster@txnmenergy.com](mailto:scott.seamster@txnmenergy.com) and to Jamie Mauldin, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, Texas 78701 and [jmauldin@lglawfirm.com](mailto:jmauldin@lglawfirm.com).

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 2<sup>nd</sup> day of March, 2026.

---

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: March 2, 2026

Date submitted: 02/19/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution suspending the April 18, 2026, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas, to implement interim GRIP rate adjustments in the Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas for gas utility investments in 2025.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (the "Company"), made filings with the City and the Railroad Commission of Texas on February 17, 2026, proposing to implement interim rate adjustments in the Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas pursuant to Section 104.301 of the Texas Utilities Code effective April 18, 2026.

The Company is seeking recovery of \$571,202,171 in invested capital. The current filing will increase rates to residential customers by \$2.47 per month. This will increase the current residential customer charge from \$22.36 to \$ 24.83 per month. General Service Small customers will see a \$4.18 increase per month.

The increase is currently scheduled to go into effect on April 18, 2026. The City is authorized to suspend the effective date of the rate increase by 45 days to examine the GRIP rate increases to determine their compliance with the Texas Utilities Code. This proposed resolution suspends the date of the rate increase by 45 days. If the City fails to take some action regarding the filing before April 18, 2026 (effective date of the rate increase), the Company's rate request will be implemented.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Resolution - Suspending Interim GRIP Rates

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SUSPENDING THE APRIL 18, 2026, EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – HOUSTON, TEXAS COAST, SOUTH TEXAS, AND BEAUMONT/EAST TEXAS GEOGRAPHIC RATE AREAS, TO IMPLEMENT INTERIM RATE ADJUSTMENTS UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR GAS UTILITY INVESTMENT IN 2025; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, the City of Friendswood, Texas ("City") is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas (CenterPoint or Company) and is a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas ("Railroad Commission") on February 17, 2026, proposing to implement interim rate adjustments under the Gas Reliability Infrastructure Program ("GRIP Rate Increases"), pursuant to Section 104.301 of the Texas Utilities Code, on all customers served by CenterPoint, effective April 18, 2026; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine their compliance with the Texas Utilities Code; NOW THEREFORE,

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

Section 1. That the April 18, 2026, effective date of the GRIP Rate Increases proposed by the Company is hereby suspended for the maximum period allowed by Section 104.301(a) of the Texas Utilities Code to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

Section 2. That the City Secretary is hereby directed to provide a certified copy of this resolution to the Company, in care of Keith L. Wall at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002, and to Jamie Mauldin, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

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 2<sup>nd</sup> day of March, 2026.

\_\_\_\_\_  
MIKE FOREMAN, Mayor

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2026\03-02-2026\Resolution - Suspending Interim GRIP Rates.docx

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 12/19/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a contract with the Friendswood Historical Society for the maintenance and preservation of historical sites in the City.

Originating Department: Parks and Recreation

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The mission of the Friendswood Historical Society is to preserve and share Friendswood's unique history and heritage. Pursuant to its contract with the City, the Historical Society is required to provide an annual report and to host a special event to showcase its mission. The Society's Histor-ween event has grown over the last few years to become a huge success in the community and will be scheduled again next year.

In 2023, the Council approved an increase in the budgeted amount from \$15,000 to \$17,500 to equip the Historical Society with additional funding needed to continue its efforts of providing the citizens of Friendswood with historical information about Friendswood and preserving and maintaining the historical sites in our city. The proposed contract is for a one-year term in the amount of \$17,500.

The adopted budget includes funding for the contract amount.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

If this request is not funded, the Friendswood Historical Society will not be able to maintain the City's historical sites. In addition, a lack of funding would severely limit its efforts to provide citizens with historical information about Friendswood through its annual events.

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Historical Society Annual Contract for 2026
2. Certificate of Insurance
3. Form 1295
4. Government Verification Code



2. City's Obligations. Subject to the terms and conditions herein, the City shall pay the Historical Society the sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$17,500.00) for the aforementioned services. Such payment will be due within forty-five (45) days of the City's approval of the Historical Society's budget or the City's receipt of an invoice, whichever is later.
3. Term. Unless otherwise stated herein, the term of this Contract shall be for a period of one (1) year, commencing on the Effective Date. Only those expenditures authorized by this Contract and contained in the budget approved by the City, which are actually incurred for events and activities taking place within the term of this Contract, are eligible for funding. Any ineligible expenditures or unspent funds shall be returned to the City upon expiration or earlier termination of the Contract.
4. Termination. This Contract shall automatically terminate upon the occurrence of any of the following events:
  - The termination of the legal existence of the Historical Society;
  - The insolvency of the Historical Society, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by the Historical Society for the benefit of creditors; or
  - The continuation of a breach of any of the terms or conditions of this Contract by either the City or the Historical Society for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party.

In the event that this Contract is terminated pursuant to this section, the Historical Society agrees to refund any and all unused funds or funds determined by the City to have been used improperly, within thirty (30) days after termination of this Contract. Late payments shall accrue interest at the rate provided in Section 2251.025 of the Texas Government Code.

5. Miscellaneous.
  - a. Independent Contractor. The Historical Society shall operate as an independent contractor as to all services to be performed under this Contract and not as an officer, agent, servant, or employee of the City. The Historical Society shall have exclusive control of its operations and performance of services hereunder, and such persons, entities, or organizations performing the same and the Historical Society shall be solely responsible for the acts and omissions of its directors, officers, employees, agents, and subcontractors. The Historical Society shall not be considered a partner or joint venturer with the City, nor shall the Historical Society be considered nor in any manner hold itself out as an agent or official representative of the City.
  - b. Insurance. The Historical Society shall, at a minimum, provide insurance as follows:
    - Commercial General Liability
      - General Aggregate: \$1,000,000
      - Per Occurrence: \$1,000,000
      - Coverage shall be at least Broad Form CGL

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

The following are general requirements applicable to the above-referenced policy:

- AM Best Rating of A: VII or better for all liability policies.
- Insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Upon request of and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City's representative.
- Certificates of insurance showing evidence of insurance coverage shall be provided to the City's representative prior to the City's execution of this Contract.
- The policy must be on occurrence form.
- The insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City of Friendswood, its officers, agents and employees are to be added as Additional Insureds and a waiver of subrogation shall be granted in favor of the City.

Additionally, the Historical Society shall furnish separate certificates and endorsements for each at-risk vendor, including those supplying amusement activities. All coverage of such vendors shall be subject to all of the requirements stated herein.

c. Indemnity.

**THE HISTORICAL SOCIETY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "CITY"), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR ANY AND ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY THE HISTORICAL SOCIETY PURSUANT TO THIS CONTRACT, THE CONDUCT OR MANAGEMENT OF THE HISTORICAL SOCIETY'S BUSINESS OR ACTIVITIES, OR FROM ANY OTHER ACT OR OMISSION BY THE HISTORICAL SOCIETY, ITS AGENTS, AND EMPLOYEES, WHEN PERFORMING SERVICES IN ACCORDANCE WITH THIS CONTRACT, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY AND/OR BY THE JOINT OR**

**SOLE NEGLIGENCE OF THE HISTORICAL SOCIETY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE HISTORICAL SOCIETY AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE HISTORICAL SOCIETY TO INDEMNIFY AND PROTECT THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM THE CONSEQUENCES OF (I) THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE WITH ANY OTHER PERSON OR ENTITY AND/OR (II) THE HISTORICAL SOCIETY'S JOINT AND/OR SOLE NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE HISTORICAL SOCIETY FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.**

The indemnity provided hereinabove shall survive the termination and/or expiration of this Contract.

- d. Release. By this Contract, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing contained herein shall be construed in any way so as to waive in whole or part the City's sovereign immunity. The Historical Society assumes full responsibility for its work performed hereunder and hereby releases, relinquishes, discharges, and holds harmless the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Historical Society's work to be performed hereunder. This release shall apply with respect to the Historical Society's work regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- e. No Arbitration. Notwithstanding anything to the contrary contained in this Contract, the City and the Historical Society hereby agree that no claim or dispute between the City and the Historical Society arising out of or relating to this Contract shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration

statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Historical Society consents to be joined in the arbitration proceeding if the Historical Society's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.

f. Assignment. The Historical Society shall not assign this Contract without first obtaining the written consent of the City.

g. Notice. Any notice required to be given under this Contract or any statute, ordinance, or regulation, shall be effective when given in writing and deposited in the United States mail, certified mail, return receipt requested, or by hand-delivery, addressed to the respective parties as follows:

<p>CITY  City of Friendswood  910 S. Friendswood Drive  Friendswood, TX 77546  Attn: City Manager</p>	<p>HISTORICAL SOCIETY  Friendswood Historical Society  108 Skyview Terrace  Friendswood, TX 77546  Attn: President</p>
---	--

h. Binding Effect. This Contract and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of the City and the Historical Society and their respective successors and assigns.

i. Application of Laws. All terms, conditions, and provisions of this Contract are subject to all applicable federal laws, state laws, the Charter of the City of Friendswood, all ordinances passed pursuant thereto, and all judicial determinations relative thereto. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.

j. Ambiguities. In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

k. Complete Agreement. This Contract contains the entire understanding and constitutes the entire agreement between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. The terms and conditions of this Contract shall prevail notwithstanding any variance in this Contract from the terms and conditions of any other document relating to this transaction or these transactions.

l. Headings. The headings and subheadings of the various sections and paragraphs of this Contract are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the section and paragraph so designated.

m. Severability. If any section, subsection, paragraph, sentence, clause, phrase or word in this Contract, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining

portions of this Contract, and the parties hereby declare they would have enacted such remaining portions despite any such invalidity.

**IN WITNESS WHEREOF**, the parties have executed this Contract on this \_\_\_\_ day of March 2026, the date of signature by the City Manager of the City of Friendswood (the "Effective Date").

CITY OF FRIENDSWOOD

By: \_\_\_\_\_  
MORAD KABIRI, City Manager

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

FRANK J. BROWN HERITAGE  
MUSEUM, INC., d/b/a  
FRIENDSWOOD HISTORICAL SOCIETY

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 01/16/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the First Amendment to the License Agreement with Friends of Downtown Friendswood, Inc., for a portion of 408 S Friendswood Drive to provide electrical service to the "Love Friendswood" art piece.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

On September 9, 2024, the City Council authorized an 18-month license agreement for a portion of 408 S Friendswood Drive, which is the City's library property. The license allowed the Friends of Downtown Friendswood, Inc. (the "Friends") to illuminate the "Love Friendswood" art piece from dusk to 10:00 p.m. each night until the art piece can be permanently tied to the electrical service at the Albritton building. The agreement was for a period of eighteen (18) months. The City and the Friends desire to extend the agreement for another eighteen months under the same terms and conditions and authorize the City Manager to extend again for no more than six (6) months. Thereafter, the City Council would need to approve any extensions. Either party may terminate the agreement with thirty (30) days' written notice. The Friends has paid the City \$360 for the license and the use of electricity and has agreed to pay the City an additional \$360 for this extension.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. First Admendment - License Agreement-FDFA
2. City of Friendswood\_Friends of Downtown Friendswood, In\_2526 Liability\_11-6-2025\_920674885
3. FDFA Code Verification
4. FDFA Form 1295 Certificate 101495892

**FIRST AMENDMENT  
to the  
LICENSE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

This First Amendment ("First Amendment") to the License Agreement between the City of Friendswood, Texas ("Licensor") and Friends of Downtown Friendswood, Inc. ("Licensee") is made by and between the same Parties on the date hereinafter last specified to extend the License Agreement.

WITNESSETH:

WHEREAS, on September 10, 2024, Licensor and Licensee (collectively, the "Parties" and individually, a "Party") entered into a License Agreement (the "Agreement") for the nonexclusive use of certain Licensor's property for the Licensee to provide electricity to the illuminated art piece located at 408 S Friendswood Drive, Friendswood, Galveston County, Texas; and

WHEREAS, the Agreement expires on March 10, 2026; and

WHEREAS, while the Agreement allows the City Manager to extend the Agreement for a period of three (3) months, the Parties desire to extend the agreement for another eighteen (18) months; and

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 First Amendment shall have the same meanings as in the Agreement.
2. Amendments.
  - a. Section 3 of the Agreement is hereby amended to read as follows:
    3. **Term:** The term of this License Agreement shall be for a three (3) year period commencing September 10, 2024 (the "License Period"). The License Agreement may be extended upon the same terms and conditions by the Licensor's City Manager. At the end of the License Period, as it may be extended, or earlier termination of this License Agreement, Licensee shall remove the electrical connection to Library and return the Premises to the condition of the Premises at the time of the execution of this License Agreement, normal wear and tear excepted. Should Licensee fail to do so after notice as provided in Section 11 hereof, Licensor may make the repairs at Licensee's sole cost and expense. It is expressly understood and agreed that Sections 3, 4, 5, 7, 8, and 11 shall survive the expiration or earlier termination of this License Agreement.
3. Section 4 of the Agreement is hereby amended to read as follows:
  4. **License Fee:** In consideration for the license granted, Licensee shall pay the Licensor a non-refundable fee of THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$360.00) for the first eighteen (18) months of the License Period and another THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$360.00) for the second eighteen

(18) months of the License Period. If Licensee chooses to pay such fee by debit or credit card, Licensee agrees to pay the City a convenience fee equal to 2.5% of the fee, which will be added to the amount to be paid by Licensee.

3. Entire Agreement. The provisions of this First Amendment 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 First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.
4. Interpretation. This First Amendment has been jointly negotiated by the Parties hereunder and shall not be construed against a Party hereunder because that Party may have assumed primary responsibility for the drafting of this First Amendment.
5. Captions. Captions contained in the Agreement and First Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.
6. No Waiver. By this First Amendment, City does not consent to litigation or suit, and City hereby expressly revokes any consent to litigation that it may have granted by the terms of this First Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this First Amendment or in the Agreement shall be construed in any way to limit or to waive the City's governmental immunity.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment 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, effective as of the date of execution by the City Manager.

LICENSOR:  
CITY OF FRIENDSWOOD, TEXAS

LICENSEE:  
FRIENDS OF DOWNTOWN FRIENDSWOOD, INC.

\_\_\_\_\_  
MORAD KABIRI, City Manager

  
\_\_\_\_\_  
BRETT E. BANFILED, President


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

Date: 02-23-26

ATTEST:

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

  
\_\_\_\_\_  
[Anouk Davis \(Feb 22, 2026 18:13:27 CST\)](#)  
ANOUK DAVIS, Secretary

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 01/30/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the First Amendment to the Memorandum of Understanding with the City of League City concerning the Grissom Road/Bay Area Boulevard CIP Partnership Project.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

On June 3, 2024, the City Council approved a Memorandum of Understanding (the "MOU") with the City of League City concerning the Grissom/Bay Area Boulevard CIP Partnership Project. This proposed amendment increases the payment required of both parties by \$37,500.

The intersection of Grissom Road and Bay Area Boulevard (the "Intersection") lies within Harris County along the common boundary of the City of Friendswood and the City of League City. Due to the elevated number of vehicular collisions at the Intersection, a traffic signal warrant analysis was performed, which analysis indicated the need for a signal at the Intersection. The estimated cost to signalize the Intersection and to provide protected left turns at the Intersection (the "Project") was originally \$500,000 in 2024 but has now more accurately been determined to be \$650,000.

On February 2, 2026, the City authorized an agreement with Harris County with this increased amount contingent upon the City of League City agreeing to this proposed amendment. The following summarizes the increased costs to the parties:

	Previous MOU		Amended MOU	
	\$	%	\$	%
Harris County	250,000	50%	\$325,000	50%
City of Friendswood	125,000	25%	\$162,500	25%
City of League City	125,000	25%	\$162,500	25%

The City Council of the City of League City is scheduled to consider this amendment on February 24, 2026. Approval of this item is contingent upon corresponding action by League City.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. First Amendment to the MOU with League City



**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CITY OF FRIENDSWOOD AND  
THE CITY OF LEAGUE CITY**

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

This First Amendment to the Memorandum of Understanding (this "First Amendment" ) is made and entered into as of the date of the last signature affixed hereto, by and between the City of Friendswood, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("Friendswood"), and the City of League City, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("League City"), each party acting by and through their respective governing bodies.

WITNESSETH:

WHEREAS, League City and Friendswood (collectively, the "Parties" and individually, a "Party") entered into a Memorandum of Understanding on June 4, 2024 (the "MOU") (i) to signalize the intersection of Grissom Road and Bay Area Boulevard (the "Intersection") and (ii) to provide protected left turns at the Intersection (collectively the "Project"); and

WHEREAS, the estimated cost of the Project at the time of the execution of the MOU was estimated to be FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00); and

WHEREAS, such estimate has now been better refined and is currently SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00); and

WHEREAS, Harris County has agreed to contribute THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00), which is fifty percent (50%) of the Project costs; and

WHEREAS, the Parties desire to amend the MOU to increase the amount to be contributed by each entity from ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) to ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$162,500.00), which is twenty-five percent (25%) of the Project costs; and

WHEREAS, such increase is consistent with the percentage of Project costs that each Party agreed to contribute under the MOU; and

WHEREAS, the Parties desire to fund their portions of the Project, as indicated hereinabove, immediately from their respective current, available revenues; NOW THEREFORE,

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

1. Findings. The facts and matters set forth in the preamble of this MOU are hereby found to be true and correct.
2. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this First Amendment shall have the same meanings as in the Agreement.

3. Amendments. Section 3 "Obligations" of the MOU is hereby amended to read as follows:

3. Obligations.

- 3.01 Under the Harris County CIP Partnership Program (the "Program") and the Application, it is proposed that Harris County shall (i) provide funding for the Project in an amount not to exceed THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00), (ii) serve as the managing partner of this Project, and (iii) lead the Project design, implementation and operation of the Project pursuant to the terms of the Program, (iv) integrate the Project into its traffic control assets, and (v) maintain the Project once completed.
- 3.02 Pursuant to the Program and Application, Friendswood agrees to provide funding for the Project in an amount not to exceed ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$162,500.00) from current revenues available for this purpose.
- 3.03 Pursuant to the Program and Application, League City agrees to provide funding for the Project in an amount not to exceed ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$162,500.00) from current revenues available for this purpose.
- 3.04 Funding from Friendswood and League City will be paid pursuant to the agreement with Harris County in accordance with the terms of the Program (the "Program Agreement").

4. Entire Agreement. The provisions of this First Amendment and the MOU should be read together and construed as one agreement; provided that in the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the MOU, the provisions of this First Amendment shall control.

5. Interpretation. This First Amendment has been jointly negotiated by the Parties hereunder and shall not be construed against a Party hereunder because that Party may have assumed primary responsibility for the drafting of this First Amendment.

6. Captions. Captions contained in the MOU and First Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.

EXECUTED in duplicate originals on the dates indicated.

CITY OF FRIENDSWOOD

CITY OF LEAGUE CITY

\_\_\_\_\_  
MORAD KABIRI, City Manager

\_\_\_\_\_  
JOHN BAUMGARTNER, City Manager

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

\_\_\_\_\_  
DIANA STAPP, City Secretary

H:\Contracts\League City Interlocal Agreement for CIP Partnership Project\First Amendment to the MOU with League City.docx

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/11/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Interlocal Agreement with the Galveston County Consolidated Drainage District for the placement of flood gauges on five (5) bridges in the City.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The Galveston County Consolidated Drainage District (the "District") has purchased eight (8) flood gauges and desires to place five (5) of them on City property, namely at the following locations:

- (1) Winding Rd @ Mary's Creek,
- (2) Friendswood Trails @ Chigger Creek,
- (3) Oak Dr @ Chigger Creek,
- (4) Baker Rd @ Cowards Creek, and
- (5) Whispering Pines @ Clear Creek.

The proposed agreement allows the District to place the gauges on the City's property after the specifications have been approved by the City's Director of Engineering. The gauges may remain for their useful life but must be removed if

- (1) they cause a nuisance,
- (2) the City needs to do bridge repairs, or
- (3) if the District ceases to use the same for a period of thirty (30) days after the same are installed.

The District intends to vote on this agreement at its Special meeting to be held on March 2, 2026.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

- 1. GCCDD Interlocal Agreement



1. Findings. The facts and matters set forth in the preamble of this Agreement are hereby found to be true and correct.
2. Purpose. The purpose of this Agreement is to promote and protect public health, safety, and welfare by obtaining real-time data on water levels in order to minimize public and private losses resulting from flood conditions through the area.
3. City's Responsibilities.
  - 3.01 The City shall, by this Agreement, provide the District the use of the Property for the purposes of installing, maintaining, and removing the Gauges and grant the District the temporary rights of entry onto the Property to fulfill the District's construction, maintenance, and removal obligations hereunder.
  - 3.02 The City's Director of Engineering shall timely review the specifications provided by the District pursuant to Section 4.01 of this Agreement.
4. District's Responsibilities.
  - 4.01 Prior to the District's use of the Property as contemplated herein, the District shall provide the specifications of the Gauges, including the mounting hardware, to the City's Director of Engineering for his review and approval.
  - 4.02 After receipt of the City's written approval of the specifications, the District shall, at its sole cost and expense and in compliance with all applicable laws, rules and regulations, install and maintain the Gauges on the Property.
  - 4.03 The District will cause any contractor it uses for the installation, repair or removal of the Gauges on the Property to indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the District and the City as well as their respective officers, agents, and employees from all suits, actions, or claims of any character arising out of or in connection to the use of the Property. Such indemnity shall be approved by both the District and the City. The District will also require any such contractor to carry insurance of the type and limits approved by the Parties and to name the District and the City, as well as their respective officers, agents and employees, as additional insureds.
  - 4.04 The District shall provide prior written notification to the City's Director of Engineering of the District's installation, maintenance, or removal activities on the Property and shall likewise notify the City's Director of Engineering when such activities are complete. Such notification of the commencement of such activities shall include proof of the indemnity and insurance requirements specified in Section 4.03, if applicable.
  - 4.05 During the installation of the Gauges and throughout the term hereof, the City shall have access at all reasonable times to the Property to verify that the Gauges are installed, maintained, and/or removed in compliance with this Agreement.
  - 4.06 In consideration for the privilege of use of the Property, the District specifically assumes any and all liability that may arise due to any site or property defects or other defects arising out of or relating to its use of the Property. The District undertakes and assumes for its

officers, agents, and employees, all risk of dangerous conditions, whether patent or latent, obvious or undiscoverable, known or unknown, if any, on or about the Property.

- 4.07 The District shall not allow any lien to be filed against the Property for work, labor, materials or supplies provided or supplied to the District concerning the installation, maintenance, removal, or use of the Gauges on the Property. Should such claim or lien be filed, the District, upon the written request of the City, shall cause such claim or lien covering the Property to be discharged or bonded within thirty (30) days following such request to the satisfaction of the City Manager.
- 4.08 If the City desires to perform any work on the Property, which the City determines, in its sole discretion, requires the removal of a Gauge, the District shall be required to remove the same either:
- (a) within twenty-four (24) hours of receipt of notice from the City to do so for emergency repairs or
  - (b) within two (2) weeks of receipt of notice from the City to do so for non-emergency repairs.

However, notwithstanding these timeframes, if the City is unable to provide notice for an emergency repair, no notice shall be required and the City may remove the Gauge(s) at the District's sole cost and expense and without liability for any damage to the Gauge(s) caused by such removal.

- 4.09 At the end of the useful life, or after non-use of any of the Gauges for a period of thirty (30) days, or after termination of this Agreement, the District shall remove such Gauge(s) and restore the Property to the condition it was in at the time of this Agreement. If the District fails to repair the Property, the City may repair the same at the District's sole cost and expense.
- 4.10 Amounts invoiced by the City pursuant to this Agreement that are not paid within thirty (30) days of the District's receipt will accrue interest at the rate specified in Section 2251.025 of the Texas Government Code.
- 4.11 The District shall pay all costs in the performance of this Agreement and shall make those payments from its current, available revenues.
5. Term. The term of this Agreement is for the useful life of the Gauges unless earlier terminated.
6. Termination.
- (a) Automatic Termination. This Agreement shall terminate if the Gauges are not installed within one (1) year of the Effective Date hereof, unless otherwise extended in writing signed by the Parties hereto.
  - (b) Termination. In the event of either Party's failure to comply with any provision of this Agreement, the non-breaching Party may, at its option, terminate this Agreement for cause after giving the breaching Party notice of the breach and a thirty (30) day period to cure the same. If the default remains after the expiration of such thirty (30) day period or any additional period afforded, the non-breaching Party may terminate this Agreement. Within fourteen (14) calendar days of termination, the District shall, at its

sole cost and expense, remove the Gauges from the Property and restore the Property in accordance with Section 4.09.

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

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

District:  
Galveston County Consolidated Drainage District  
1605 Whitaker Drive  
Friendswood, TX 77546-4178  
Attn: CEO/General Counsel

8. Complete Agreement. This instrument contains the entire agreement between the City and the District relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by both the City and the District.
9. Severability. If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.
10. No Joint Venture; No Third-Party Beneficiary. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract.
11. Force Majeure. Neither Party shall be liable for any damage, delay or loss due to Force Majeure. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of a Party, or any other causes not reasonably within the control of the Parties.
12. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
13. Authority to Bind. Each Party represents and warrants that it has been authorized to enter into this Agreement by its respective governing body. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.
14. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas, and the venue for any cause of action brought shall be in Galveston County, Texas.

EXECUTED in duplicate originals on the dates indicated below. This Agreement shall become effective on the date of the last signature of the Parties hereto (the "Effective Date").

CITY OF FRIENDSWOOD

GALVESTON COUNTY CONSOLIDATED  
DRAINAGE DISTRICT

\_\_\_\_\_  
MORAD KABIRI, City Manager (Date)

\_\_\_\_\_  
RUSTY BURKETT, President (Date)

ATTEST:

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

\_\_\_\_\_  
JASON JONES, Secretary

## Exhibit "A"

### Description:

Unit: Simplicity Unit 1  
Size: 13.25 inch tall, 4.625 inch at widest.  
Weight: 4.45 lbs

Mounting Hardware: All mounting hardware shall be stainless steel (Type 316) and shall be non-corrosive, non-staining, and compatible with the bridge railing material.

### Example of Installed Gauge:



**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/04/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider approving the Friendswood Downtown Economic Development Corporation's payment to SignWay & Electrical, LLC, for Downtown banner fabrication.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

At the meeting on February 10, 2026, the FDEDC Board of Directors voted to approve payment in the amount of \$899.20 to SignWay & Electrical, LLC, for banner fabrication for 20 custom Downtown banners.

This item is being presented to the City Council, as the FDEDC's expenditure of funds is subject to the approval of the City Council pursuant to Section 501.073(a) of the Texas Local Government Code.


**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

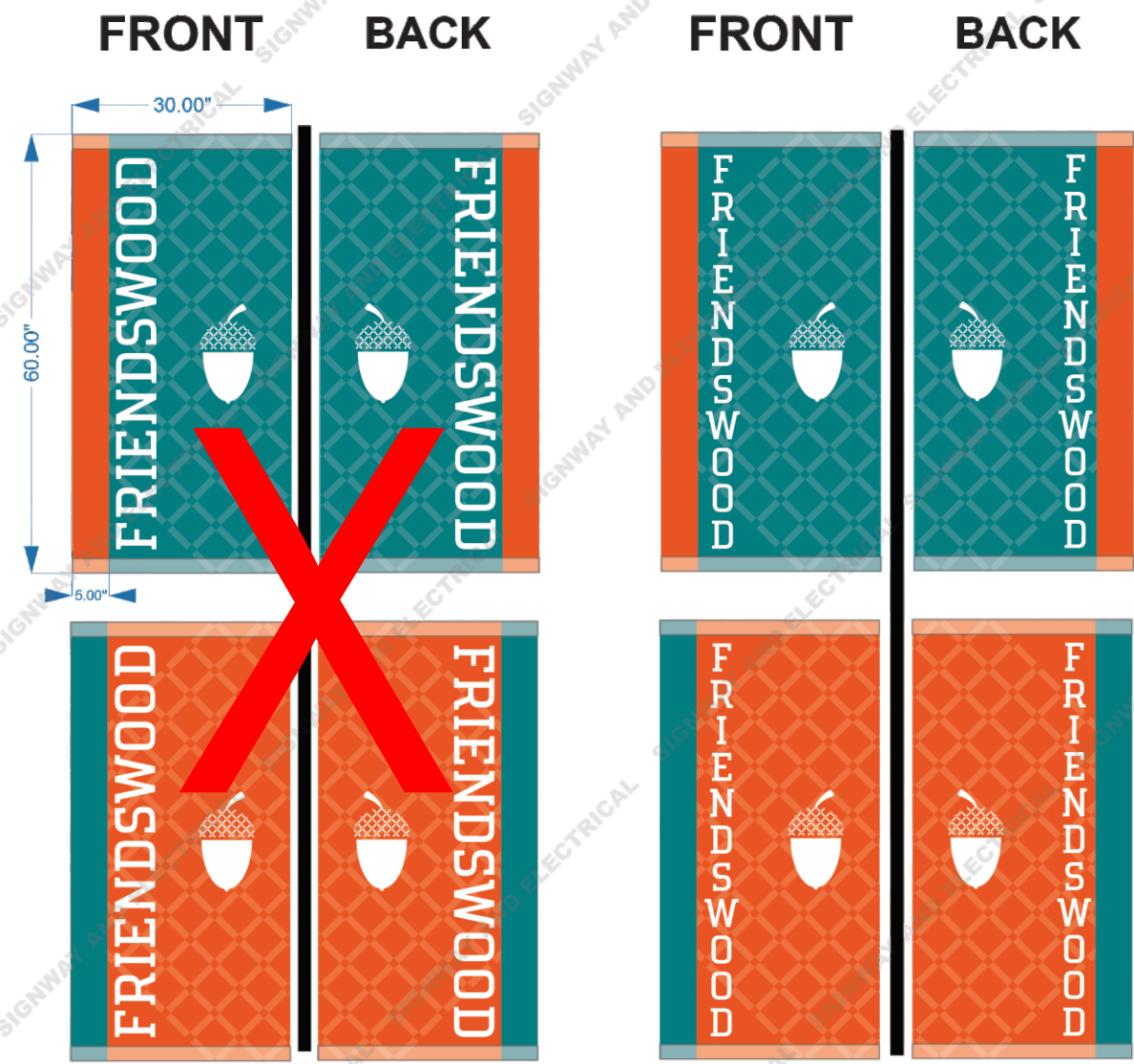
**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. GOV VERIFICATION City of Friendswood 2.24.2026
2. SignWay COI
3. BANNER EXAMPLE

<b>CLIENT INFO</b>
Catherine Wood City of Friendswood
<b>SIGN SPEC</b>
QTY 2: 30" x 60" 18 oz matte Blockout Pole Banner double sided
2" Pole Pockets Top and Bottom 1 Grommet per corner
<b>COLOR SPEC</b>
 CMYK Digital Print on Banner
<b>PROOF 1 - DATE</b>
2/20/26
<b>PROOF 2 - DATE</b>
<b>PROOF 3 - DATE</b>



**\*\*\*\*\*PLEASE READ\*\*\*\*\***

- By signing your approval, you are taking responsibility that the artwork is correct
- Manufacturing/production time begins when art has been approved and invoice has been paid
- Actual color may appear different upon various monitor types and output methods
- Art Fee includes up to 3 revisions, after 3 revisions an additional charge will apply

THIS CUSTOM DESIGN IS THE EXCLUSIVE PROPERTY OF SIGNWAY & ELECTRICAL. ALL UNAUTHORIZED REPRODUCTION, EXHIBITION OR DISTRIBUTION IS PROHIBITED. SIGNWAY & ELECTRICAL. ALL RIGHT RESERVED



**SIGNWAY & Electrical LLC**  
 1800 Dickinson Ave. Suite E  
 Dickinson, TX 77539  
 281-990-5478  
 info@signwayonline.net

**Catherine Wood**  
**Scale: N/A**  
**Date: 2/20/26**  
**Approved By:**

Visit Us: [signwayonline.net](http://signwayonline.net)

Signature Required For Production:

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/02/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Agreement and Acknowledgment for Sale of Petroleum Products with Mansfield Oil Company of Gainesville, Inc. through OMNIA Partners Purchasing Cooperative.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This proposed agreement is for the purchase of petroleum products from Mansfield Oil Company of Gainesville, Inc. ("Mansfield") through OMNIA Partners. Under the agreement, the City will purchase the following at the prices indicated:

<b>Full Truckload (FTL) Pricing - Deliveries made by large transport semi-trucks</b>		
<b>Product</b>	<b>Pricing (Exclusive of Tax)</b>	
Diesel Fuel # 2 TEX LED*	Oil Price Information Service (OPIS) Gross Contract Average (GCA) Houston, TX Average + \$0.0065 per gallon	
RFG87E10*	OPIS GCA Houston, TX Average - \$0.0005 per gallon	
*Freight Charges	Pass-through	
	<b>Product</b>	<b>Estimated Average Freight</b>
	FTL Diesel	\$0.0312 per gallon
	FTL Gasoline	\$0.0273 per gallon
<b>Less-than-Truckload (LTL) Pricing: Deliveries made by Tankwagon</b>		
<b>Product</b>	<b>Pricing</b>	
Diesel Fuel # 2 TEX LED**	LTL: OPIS GCA Houston, TX Average + \$0.1715	
RFG87E10**	LTL: OPIS GCA Houston, TX Average + \$0.1715	
** Plus Freight Charges	Area Pass-through	
	<b>Product</b>	<b>Estimated Average Freight</b>
	FTL Diesel	\$0.2249 per gallon
	FTL Gasoline	\$0.2249 per gallon

Additive fees will be at cost and pump fees, split fees, minimum freight, and demurrage charges are a pass-through cost.

The term of the agreement is for one year and may be renewed for successive one-year terms upon the execution of a term extension addendum.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

## ATTACHMENTS

1. Agreement and Acknowledgment for Sale of Petroleum Products - OMNIA
2. Mansfield OMNIA Contract
3. Government Code Verifications Form 2026 Completed - Signed
4. Form 1295 Certificate 101494654 - signed

**AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS**

This **AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS** (the "Acknowledgment") is made effective this day of \_\_\_\_\_ (the "Effective Date") by and between **CITY OF FRIENDSWOOD, TX**, with an address of 910 S. Friendswood Dr. Friendswood, TX 77546 ("Customer"), and **MANSFIELD OIL COMPANY OF GAINESVILLE, INC.** with an address of 1025 Airport Parkway, SW, Gainesville, Georgia 30501 ("Mansfield").

**WHEREAS**, Mansfield and Customer intend to enter into an agreement the terms and conditions of which shall be governed by the contract set forth by OMNIA Partners utilizing as a lead agency Region 14 ESC - TX (Contract # **159331**) (hereinafter, the "Agreement"), the terms of which are hereby incorporated herein by reference; and,

**WHEREAS**, the parties desire to execute this Acknowledgment and add new items as set forth below.

**NOW THEREFORE**, in consideration of the promises, mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer and Mansfield agree that the terms of the Agreement are hereby incorporated and amended as follows:

- 1. ADHERENCE TO AGREEMENT TERMS.** Except as otherwise specifically provided herein, the parties hereto expressly adopt and incorporate by reference all of the terms and conditions set forth in the Agreement referenced above, including all attachments thereto. The parties hereto further expressly agree to adhere to and abide by all such terms set forth in the Agreement, which shall be fully enforceable and govern all transactions between the parties hereto as of the Effective Date of this Acknowledgment.
- 2. TERM AND AUTOMATIC RENEWAL.** The Term of this Agreement is for one (1) year from the effective date of the Agreement. Thereafter, the parties hereto may also choose to renew this Acknowledgment for additional one (1) year term periods. In the event the parties hereto fail to execute a term extension addendum to this Acknowledgment and Customer continues utilizes Mansfield's services and placing orders for Petroleum Products with Mansfield after the applicable expiration date, the parties agree that this Acknowledgment shall automatically renew in continuous one (1) year term periods.
- 2. PRICING.** Schedule A, attached hereto and incorporated herein by reference, shall govern pricing and product details, and may be changed by the parties via amendment from time to time.
- 3. NOTICES.** All written notices or other communications under this Acknowledgment shall be deemed duly given when made in writing and delivered in hand, or upon receipt when properly addressed return-receipt-requested and delivered by U.S. Postal Services or other delivery service to the following addresses:

Customer: City of Friendswood, TX  
910 S. Friendswood Dr.  
Friendswood, TX 77546  
Attn: \_\_\_\_\_

Mansfield: Mansfield Oil Company of Gainesville, Inc.  
1025 Airport Parkway SW

Gainesville, GA 30501  
Attn: Dan Luther, with a copy to same address, Attn: Legal Dept.

**4. ENTIRE AGREEMENT.** This Acknowledgment, together with all referenced attachments and Agreements, shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior oral and written communications, agreements and understandings of the parties with respect to the subject of this Agreement. No modifications hereof shall be effective unless expressly set forth in writing signed by an authorized representative of both parties hereto.

The parties intending to be legally bound have caused this Acknowledgment to be executed by their duly authorized representatives on the dates set forth below.

**CITY OF FRIENDSWOOD, TX**

**MANSFIELD OIL COMPANY  
OF GAINESVILLE, INC.**

By: \_\_\_\_\_

By: David Zarfoss  
David Zarfoss (Feb 19, 2026 13:23:05 EST)

Name: \_\_\_\_\_

Name: David Zarfoss

Title: \_\_\_\_\_

Title: Director of Pricing

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

Execution Date: 2/19/2026

**\*\*By executing this Acknowledgment, both parties are agreeing they have received and understand the terms and conditions of the Agreement (as set by OMNIA Partners). Such agreement can be found at the following link/web address: [Mansfield Cooperative Contract | Contract Documentation \(omniapartners.com\)](#)**

**SCHEDULE A — CUSTOMER PRICING ( FTL) & (LTL)**

**FTL Pricing: Deliveries made by large transport semi -trucks**

**Product (exclusive of any applicable taxes)**

**Diesel Fuel # 2 TEX LED**

- FTL: OPIS GCA Houston, TX Average + \$. 0065 per gallon

**RFG87E10**

- FTL: OPIS GCA Houston, TX Average - \$. 0005 per gallon

**Freight Charges ( are a pass -through under the Omnia Contract)**

- Estimated Average Freight
  - FTL Diesel: \$. 0312 per gallon
  - FTL Gasoline: \$. 0273 per gallon

**LTL Pricing: Deliveries made by Tankwagon**

**Product (exclusive of any applicable taxes)**

**Diesel Fuel # 2 TEX LED**

- LTL: OPIS GCA Houston, TX Average + \$. 1715

**RFG87 E10**

- LTL: OPIS GCA Houston, TX Average + \$. 1715

**Freight Charges ( area pass -through under the Omnia Contract)**

- Estimated Average Freight
  - LTL Diesel: \$. 2249
  - LTL Gas: \$. 2249

Additive Fee: \$ Cost

- **Pumps Fees, Split Fees, Minimum Freight, and Demurrage at Customer Sites are a pass - through to the customer.**
- **Additive Fee: \$ Cost**

**Region 14 Education Service Center (ESC)**

**Contract # 159331**

*for*

**Motor, Aviation, & Bulk Fuels & Related Products & Services**

*with*

**Mansfield Oil Company of Gainesville, Inc.**

Effective: May 1, 2025

The following documents comprise the executed contract between the Region 14 Education Service Center and Mansfield Oil Company of Gainesville, Inc., effective May 1, 2025:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



## Region XIV Education Service Center

---

1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

May 5, 2025

Chris Carter  
Sr. Manager Bids & Sales Analytics  
Mansfield Oil Company of Gainesville, Inc.  
1025 Airport Parkway SW  
Gainesville, GA 30501  
Sent via email to: [mocbids@mansfieldoil.com](mailto:mocbids@mansfieldoil.com)

Re: Award of Contract #159331, Motor, Aviation, & Bulk Fuels & Related Products & Services

Dear Mr. Carter:

Region 14 Education Service Center is happy to announce that Mansfield Oil Company of Gainesville, Inc. has been awarded Contract #159331 based on the proposal submitted to Region 14 ESC in response to RFP #25-S815, Motor, Aviation, & Bulk Fuels & Related Products & Services. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Mansfield Oil Company of Gainesville, Inc.'s response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective May 1, 2025. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

Sincerely,

Signed by:  
  
4FE64E70707547B...

Emily Jeffrey  
Region 14, Chief Financial Officer

## Section 1 – Signature Form

### VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Mansfield Oil Company of Gainesville, Inc.

Company Name

1025 Airport Parkway SW

Address

Gainesville

City

GA

State

30501

Zip

(800)695-6626

Telephone Number

(678)450-2242

Fax Number

mocbids@mansfieldoil.com


Email Address

Chris Carter

Printed Name

Sr. Manager Bids & Sales Analytics

Position



Authorized Signature

Version April 10, 2024

# TECHNICAL PROPOSAL

## PREPARED FOR



### OMNIA Partners Evaluation Committee

SOLICITATION NUMBER: RFP 25-S815

MOTOR, AVIATION, & BULK FUELS & RELATED PRODUCTS & SERVICES

Submitted By:

**Mansfield Oil Company**

1025 Airport Parkway  
Gainesville, GA 30501

✉ [mocbids@mansfieldoil.com](mailto:mocbids@mansfieldoil.com)

📞 800-695-6626

📄 678-450-2242

# Title Page & Table of Contents

Title Page

Table of Contents

Title Page & Table of Contents.....	2
Title Page.....	2
Table of Contents.....	2
Cover Letter.....	4
Section 1 – Signature Form .....	5
Section 2 – Pricing.....	6
Mansfield Oil Company Pricing Form .....	6
Fuel & Fuel Delivery Pricing .....	6
Renewable Diesel.....	9
Related Services Pricing .....	12
Fixed Price Fuel Hedging .....	12
Diesel Exhaust Fluid.....	12
Propane.....	12
Lubricants .....	12
Jet and Aviation Fuel .....	12
Fuel and Diesel Exhaust Fluid Equipment Systems and Services.....	12
Fleet Card: Retail & Backyard Use .....	13
Consigned Fuel.....	13
Emergency Preparedness / Response Fuel Programs .....	13
Additional Pricing Information .....	14
Specifications for All Fuel Types .....	14
Computer Programs & Management Systems .....	14
Delivery Requirements .....	14
Invoicing and Payment Terms .....	15
Financing Options .....	15
Contract Pricing Verification.....	15
Section 3 – Ability to Perform .....	17
APPENDIX B – Exhibit A-H – Response for National Cooperative Contract.....	17
Project Management, Key Personnel, and Qualifications.....	18

Fuel Grades & Delivery ..... 22

Tax Exemptions & Certifications..... 22

List of States Mansfield Can Conduct Business In ..... 22

Financial Condition of Supplier ..... 22

Section 4 – References and Experience ..... 117

    Government Sector Experience .....118

    Social Diversity Initiatives ..... 119

    Litigation, Bankruptcy, Reorganization, and Investigations ..... 120

    References .....121

Section 5 – Value Added Products and Services ..... 122

    Price Risk Management ..... 122

    Fuel Systems & Services..... 122

    Fleet Card Services..... 123

    Online Portal and Data Access ..... 123

    Emergency Response Program ..... 124

    Diesel Exhaust Fluid (DEF)..... 125

Section 6 – Required Documents (Appendix A) ..... 140

## Cover Letter

OMNIA Partners – RFP 25-S815  
REQUEST FOR PROPOSAL RFP FOR MOTOR, AVIATION,  
& BULK FUELS & RELATED PRODUCTS & SERVICES

Region 14 Education Service Center & OMNIA Partners Evaluation Committee,

Mansfield Oil Company of Gainesville, Inc. (Mansfield) appreciates the opportunity to participate in your Request for Proposal# 25-S815 and is pleased to submit this comprehensive response for review.

Mansfield has a decades-long history of offering industry-leading expertise and advice that removes cost and complexity from the fuel supply-chain. As a long-standing OMNIA Supplier Partner, members like Region 14 ESC can achieve their goals when supported by Mansfield's:

- ▶ **Bigger Reach** – from a partner with the purchasing power and national distribution network necessary to always deliver what you need, wherever you need it.
- ▶ **Broader Capabilities** – so you have easy access to products, services, and technologies that cover the lifecycle of the gallon thereby consolidating data, eliminating vendor sprawl, and streamlining your operations.
- ▶ **Better Advice** – from a team of industry veterans who work closely with you to help navigate your toughest energy challenges, find creative solutions, and continuously improve your fuel management program.

Mansfield's supply depth, logistical reach, technological agility, crisis response capability, and financial durability ensure comprehensive service to customers like Region 14 ESC and other OMNIA members – and enable Mansfield to meet and exceed the requirements listed in this RFP. A summary of Mansfield's proposed offerings under this solicitation, powered by unparalleled resources and capabilities, is included below.

We appreciate the opportunity to earn your business and innovate with you. Thank you again for the opportunity to submit this proposal, and we look forward to hearing from you.

Best Regards,

**Dan Luther**  
VP, Sales  
Mansfield Oil Company of Gainesville, Inc.  
Email : [mocbids@mansfieldoil.com](mailto:mocbids@mansfieldoil.com)

## Section 2 – Pricing

### Mansfield Oil Company Pricing Form

#### Fuel & Fuel Delivery Pricing

Mansfield Oil Company of Gainesville, Inc. offers the following not to exceed differentials on all products listed corresponding to their local OPIS Index City Daily or Weekly OPIS Gross Contract Average price per gallon (US) where each product is available. All taxes will be passed through as a line item. All transportation costs and delivery fees, as incurred, will be passed through at cost.

\*\*Pricing on products is based on availability in the OPIS index city at time of ordering. While Mansfield has listed the most widely used products, this list is not fully exhaustive as it would be impractical to list every possible existing product. Further, new products are added to markets over time and may be dependent upon seasonality and regulations. Mansfield will work with participating agencies to ensure the appropriate product is purchased. Mansfield is willing to discuss offering those products at similar not to exceed differentials as proposed below.

\*\*Pricing on deliveries in the United States will be on a US Dollar per gallon basis.

Product	OPIS Index Product	Local OPIS Gross Contract Average Adder Per Gallon/Liter for Tank Wagon Deliveries – Product Only	Local OPIS Gross Contract Average Adder Per Gallon/Liter for Transport Deliveries – Product Only
#2 Ultra-Low Sulfur Diesel Clear	#2 Ultra-Low Sulfur Diesel Clear	+0.99	+0.06
#2 Ultra-Low Sulfur Diesel Dyed	#2 Ultra-Low Sulfur Diesel Dyed	+0.99	+0.06
#2 Ultra-Low Sulfur Diesel TXLED Clear	#2 Ultra-Low Sulfur Diesel TXLED Clear	+0.99	+0.06

#2 Ultra-Low Sulfur Diesel TXLED Dyed	#2 Ultra-Low Sulfur Diesel TXLED Dyed	+0.99	+0.06
2% Biodiesel Clear	B2 SME Ultra Low Sulfur #2 Clear	+0.99	+0.06
2% Biodiesel Dyed	B2 SME Ultra Low Sulfur #2 Dyed	+0.99	+0.06
5% Biodiesel Clear	B5 SME Ultra Low Sulfur #2 Clear	+0.99	+0.06
5% Biodiesel Dyed	B5 SME Ultra Low Sulfur #2 Dyed	+0.99	+0.06
10% Biodiesel Clear	B10 SME Ultra Low Sulfur #2 Clear	+0.99	+0.06
10% Biodiesel Dyed	B10 SME Ultra Low Sulfur #2 Dyed	+0.99	+0.06
15% Biodiesel Clear	B15 SME Ultra Low Sulfur #2 Clear	+0.99	+0.06
15% Biodiesel Dyed	B15 SME Ultra Low Sulfur #2 Dyed	+0.99	+0.06

20% Biodiesel Clear	B20 SME Ultra Low Sulfur #2 Clear	+0.99	+0.06
20% Biodiesel Dyed	B20 SME Ultra Low Sulfur #2 Dyed	+0.99	+0.06
Carb Ultra Low Sulfur Diesel Clear	Carb Ultra Low Sulfur Diesel W/ CAR Clear	+0.99	+0.06
Carb Ultra Low Sulfur Diesel Dyed	Carb Ultra Low Sulfur Diesel W/ CAR Dyed	+0.99	+0.06
Kerosene Clear	Kerosene Clear	+0.99	+0.06
Kerosene Dyed	Red Dyed Kerosene	+0.99	+0.06
#1 Ultra-Low Sulfur Diesel Clear	#1 Ultra- Low Sulfur Diesel Clear	+0.99	+0.06
#1 Ultra-Low Sulfur Diesel Dyed	#1 Ultra- Low Sulfur Diesel Dyed	+0.99	+0.06
Regular E-10 Gasoline	CBOB Ethanol 10% Regular	+0.99	+0.06
Midgrade E-10 Gasoline	CBOB Ethanol 10% Midgrade	+0.99	+0.06
Premium E-10 Gasoline	CBOB Ethanol 10% Premium	+0.99	+0.06

Regular Conventional Gasoline	Conventional Clear Gasoline Regular	+0.99	+0.06
Midgrade Conventional Gasoline	Conventional Clear Gasoline Premium	+0.99	+0.06
Premium Conventional Gasoline	Conventional Clear Gasoline Premium	+0.99	+0.06
Regular RFG Ethanol 10% Gasoline	RFG Ethanol 10% Gasoline Regular	+0.99	+0.06
Midgrade RFG Ethanol 10% Gasoline	RFG Ethanol 10% Gasoline Midgrade	+0.99	+0.06
Premium RFG Ethanol 10% Gasoline	RFG Ethanol 10% Gasoline Premium	+0.99	+0.06

### Renewable Diesel

\*\*\*All Renewable Diesel is quoted as fuel for Transportation fuel only. All Renewable Diesel is quoted only for deliveries originating and delivering within the same state.

\*\*\*\*All Renewable Diesel fuel options in the state of California are to be priced off either the Carb Ultra Low Sulfur Diesel W/ CAR or R99, R95, or R80/B20 indexes depending on liquidity in the market for their local OPIS Index City.

Product	****OPIS Index product	Local OPIS Gross Contract Average Adder Per Gallon for Tank Wagon Deliveries – Product Only	Local OPIS Gross Contract Average Adder Per Gallon for Transport Deliveries- Product Only
99% Renewable Diesel 1% Petroleum Diesel Clear	Carb Ultra Low Sulfur Diesel W/ CAR Clear	+0.99	+0.06
99% Renewable Diesel 1% Petroleum Diesel Dyed	Carb Ultra Low Sulfur Diesel W/ CAR Dyed	+0.99	+0.06
95% Renewable Diesel 5% Petroleum Diesel Clear	Carb Ultra Low Sulfur Diesel W/ CAR Clear	+0.99	+0.06
95% Renewable Diesel 5% Petroleum Diesel Dyed	Carb Ultra Low Sulfur Diesel W/ CAR Dyed	+0.99	+0.06
95% Renewable Diesel 5% Biodiesel Clear	Carb Ultra Low Sulfur Diesel W/ CAR Clear	+0.99	+0.06
95% Renewable Diesel 5% Biodiesel Dyed	Carb Ultra Low Sulfur Diesel W/ CAR Dyed	+0.99	+0.06
80% Renewable Diesel 20% Biodiesel Clear	Carb Ultra Low Sulfur Diesel W/ CAR Clear	+0.99	+0.06
80% Renewable Diesel 20% Biodiesel Dyed	Carb Ultra Low Sulfur Diesel W/ CAR Dyed	+0.99	+0.06

Product	****OPIS Index product	Local OPIS Gross Contract Average Adder Per Gallon for Tank Wagon Deliveries	Local OPIS Gross Contract Average Adder Per Gallon for Transport Deliveries
99% Renewable Diesel 1% Petroleum Diesel Clear	#2 Ultra-Low Sulfur Diesel Clear	+1.50	+1.50
99% Renewable Diesel 1% Petroleum Diesel Dyed	#2 Ultra-Low Sulfur Diesel Dyed	+1.50	+1.50
95% Renewable Diesel 5% Petroleum Diesel Clear	#2 Ultra-Low Sulfur Diesel Clear	+1.50	+1.50
95% Renewable Diesel 5% Petroleum Diesel Dyed	#2 Ultra-Low Sulfur Diesel Dyed	+1.50	+1.50
95% Renewable Diesel 5% Biodiesel Clear	#2 Ultra-Low Sulfur Diesel Clear	+1.50	+1.50
95% Renewable Diesel 5% Biodiesel Dyed	#2 Ultra-Low Sulfur Diesel Dyed	+1.50	+1.50
80% Renewable Diesel 20% Biodiesel Clear	#2 Ultra-Low Sulfur Diesel Clear	+1.50	+1.50
80% Renewable Diesel 20% Biodiesel Dyed	#2 Ultra-Low Sulfur Diesel Dyed	+1.50	+1.50

## Related Services Pricing

### *Fixed Price Fuel Hedging*

For government agencies who wish to protect their budgets from unexpected market surges, locking in a fixed price fuel hedging program may be a great way to eliminate volatility and lock in fuel spend. There is no “one size fits all” approach to managing fuel price risk, which is why Mansfield offers a range of options that can be individually priced, agreed upon, and executed based on the market conditions and entities preferences.

### *Diesel Exhaust Fluid*

At the time of this RFP submission there is no widely accepted market benchmark for Diesel Exhaust Fluid. Accordingly, Mansfield offers bulk DEF deliveries at Mansfield’s Total Cost Plus \$0.20 per gallon, and packaged jugs and drums at Mansfield’s Total Cost Plus \$0.25 per gallon.

### *Propane*

In select markets, Mansfield can provide bulk propane deliveries at Mansfield’s Total Cost Plus \$0.35 per gallon.

### *Lubricants*

In select markets, Mansfield can provide bulk lubricant deliveries at Mansfield’s Total Cost Plus \$0.85 per gallon.

### *Jet and Aviation Fuel*

In select markets, Mansfield can provide bulk Jet and Aviation Fuel deliveries at Mansfield’s Total Cost Plus \$0.10 per gallon.

### *Fuel and Diesel Exhaust Fluid Equipment Systems and Services*

- ▶ Inventory Management – Tank Gauge
  - Monthly Monitoring Cost of \$35.00 per monitored device
  - Mansfield’s Total Cost Plus 15% for the purchase of needed equipment, such as modems, to enable monitoring
- ▶ Fueling and/or Dispensing Related Equipment, Card Readers, Tanks, System Builds/Installations, Repairs, Maintenance, Fuel Testing
  - Mansfield Total Cost Plus 15%
  - Callout Fee: \$50.00
- ▶ Additives
  - Mansfield’s Total Cost Plus +\$.0050 per gallon

### *Fleet Card: Retail & Backyard Use*

With the Mansfield Universal Card, drivers have access to approximately 93% of retail fueling locations nationwide. This includes acceptance at more than 180,000 fueling locations and over 60,000 maintenance locations nationwide.

With coverage at all the major regional, national, independent, and travel center brands, Mansfield's nationwide retail network includes discount marketers such as Walmart/Murphy USA, and Kroger – and new sites are being added all the time. Moreover, Mansfield offers a Mobile App which gives drivers a tool to find low price locations in their proximity. Additional information provided upon request.

Mansfield's pricing model for retail cards will be based off the posted retail/pump price at the applicable fueling location less a rebate of .85%. A higher rebate may be offered for larger volume participants. Prices will be reflected at the transaction level, with transaction reports and invoices reflecting the contracted original pump price.

### *Consigned Fuel*

For government agencies who wish to ease the capital investment in their own bulk fuel inventory and instead achieve the savings of bulk fuel price economics with pay as you pump liability, Mansfield offers consigned fueling programs. Consigned fuel programs allow government entities with ample fuel usage, and transport sized bulk fuel tanks, to pay for fuel only as they disperse it from their tank to their vehicles. While there are many variations to a consigned program, Mansfield will consult and quote each program individually.

### *Emergency Preparedness / Response Fuel Programs*

Mansfield makes available dedicated tank wagon and FTL fuel assets that will be moved into an emergency response zone upon an emergency event. These assets will run dedicated delivery routes, delivering fuel to the entity fuel tanks, temporary fuel storage tanks, various vehicles, and employee vehicles as directed by the entity's emergency response team. Bulk fuel will be supplied by Mansfield from the nearest available supply points permitted by storm-related infrastructure outages. These dedicated assets and the fuel supplied by Mansfield will be priced as follows:

- Since fuel supply can originate from many different potential Mansfield supply points, and because fuel pricing is unpredictable and subject to supply and demand economics, disaster zone fuel pricing is difficult to predict in advance. Mansfield will supply fuel at Mansfield Total Cost Plus \$0.10 per gallon.
- Due to the volatile nature of emergency response, dedicated assets will be quoted on an individual basis inclusive of driver labor and all truck operating expenses. Mansfield requires a 6-day minimum commitment per truck asset, including one half day inbound and one-half day outbound travel time.

## Additional Pricing Information

### *Specifications for All Fuel Types*

Mansfield will meet all federal, state, and local fuel specifications as well as ASTM International industry specifications as applicable for each fuel type. Mansfield can provide fuel specification detail for a specific fuel type as requested by Region 14 ESC, OMNIA, or member agencies.

Mansfield has provided high-quality transportation fuels and complementary products to some of the largest and most discerning government and commercial fleets in North America. As the largest supplier of delivered fuels in the U.S., Mansfield acts in consultation with its customers to recommend a best in-class fuel quality management program – this proposal reflects a similarly comprehensive approach.

Given Mansfield's position in the industry as a customer to all major North American petroleum refiners and a supplier to the leading commercial and government fleets in North America, Mansfield has a unique perspective on fuel quality. As a result, in 2017 Mansfield – in conjunction with the Fuels Institute – created the Diesel Fuel Quality Council, an industry-wide initiative bringing together stakeholders to deliver objective, balanced research and analysis concerning fuels, vehicles, and consumers. Mansfield remains a Voting Member on the Council with ongoing input and involvement in industry fuel quality concerns including with other fuel products.

### *Computer Programs & Management Systems*

**Entinuum:** All fuel dispatching flows through Mansfield's proprietary ERP system, Entinuum, to ensure seamless transaction management from order to settlement. Mansfield will plan and dispatch all fuel orders according to the pre-defined service level agreements and in adherence to industry best practices.

In addition, Mansfield utilizes Entinuum to bill deliveries with a high degree of accuracy. Please reference Invoicing and Payment Terms below for more information.

**FuelNet:** Mansfield's proprietary online customer portal, FuelNet, aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single dashboard. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF invoices.

In addition to using the comprehensive analytics and fuel management tools, customers can also track and monitor fuel transactional data via the Reports Console.

### *Delivery Requirements*

Deliveries are typically made within 24-48 business hours after order placement depending on customer needs and market conditions..

### *Invoicing and Payment Terms*

Utilizing contract-based pricing, Mansfield has helped customers reduce errors and administrative burden. Mansfield has an invoice accuracy rate of 98% across the nearly 100,000 invoices it sends monthly. Mansfield will verify the invoice as accurate at the time of submission.

Standard payment terms are Net 30 days from the date of invoice though Mansfield can accommodate other payment terms at the request of the customer. Additional savings or charges may apply.

Acceptable payment methods are as follows:

1. ACH Payment
2. Wire Payment
3. Electronic Funds Transfer (EFT) Authorization Agreement
4. Check
5. Credit Card (Processing Fee will be Assessed)

### *Financing Options*

Financing options are available for all Mansfield customers and are handled on a case-by-case basis to determine what will work best for all parties involved. Mansfield will partner with OMNIA members to understand their needs and will present the best path forward. All financing options are contingent upon a credit approval process.

In addition to offering financing opportunities, Mansfield's Consigned Fuel Program may be an appealing option for entities looking to free-up cashflow, obtain transaction-level reporting, and provide automatic accruals and cost distribution where necessary.

The Consigned Fuel Program is tailored for savings goals and entity-specific requirements. Mansfield will help entities design a best-practice program, providing significant bulk fuel savings and accountability enterprise-wide.

How the Mansfield Consigned Fuel Program Works: Mansfield owns the fuel inventory in a customer's fuel tanks and only bills the customer once its pumped into the vehicle.

With remote access to card readers and tank gauges, Mansfield inventory specialists track fuel levels to maintain adequate supply and tank compliance. Mansfield bills entities separately as they pump fuel into the vehicle, automatically delivering transaction details to support invoices. Agencies may allow other entities to use their tank or restrict access to just company-owned equipment, Mansfield can accommodate single or multi-agency billing on behalf of the customer. The program is streamlined, automated, and concise to help companies account for usage across multiple entities.

### *Contract Pricing Verification*

Mansfield can provide customers with Price Letters to help them ensure they're being charged per the agreement. These automated letters are distributed to the customer and identify their price per gallon, per applicable product, each day. Customers could then cross-reference their price letters with invoices to ensure their being invoiced accordingly.

For further validation, members have the ability to work directly with OPIS and purchase a subscription for their OPIS City. Mansfield is happy to facilitate the purchase of an OPIS subscription for any member agency and will pass along the cost of that subscription on a per gallon rate.

## Section 3 – Ability to Perform

### APPENDIX B – Exhibit A – Response for National Cooperative Contract

Founded in 1957, Mansfield Oil Company of Gainesville, Inc (Mansfield) is a private family-owned company with a staff of over 1,000 employees throughout its 11 locations. Mansfield's corporate officers consist of CEO Michael Mansfield, Sr; President John Byrd; and Secretary Brad Puryear. In addition to this team, customers benefit from dedicated staff focusing on the company mission to Build Relationships That Matter. Mansfield believes in building and investing in relationships – relationships with one another, suppliers, communities, and of course customers. Everything the company does now and in the future hinges on the quality and durability of the relationships fostered by Mansfield employees.

For over 67 years, Mansfield has provided North America's leading organizations with world-class support and solutions across the energy supply chain. Mansfield understands the scope of the OMNIA Partners' fuel proposal and will be able to accommodate the requirements detailed in this solicitation. Mansfield enhances customers' supply portfolios through the management of over 350 refinery contracts nationwide. Additionally, the company maintains several redundant sources, including pipeline inventory, rack purchases, and day deals. With offices spread across North America, Mansfield ensures local support, comprehensive coverage, competitive prices, and an uninterrupted supply, all supported by the nation's largest fuel delivery network. The organization's offices are located in the following cities:

- ▶ Gainesville, GA (Headquarters)
- ▶ Doraville, GA
- ▶ Houston, TX
- ▶ Troy, OH
- ▶ Baton Rouge, LA
- ▶ Mark, IL
- ▶ Roseville, MN
- ▶ Redlands, CA
- ▶ Denver, CO
- ▶ Calgary, Alberta, Canada

Each day, the Mansfield team transports nearly ten million gallons of fuel through a distribution network comprising 900 transport truck carrier partners, 600 tank wagon vendors, and 140 mobile refueling organizations. Each delivery is customized to meet the customer's precise specifications and undergoes meticulous quality monitoring.

Today, the company provides fuel and fuel-related services to over 8,000 customers in 20,000 locations. Mansfield's government and commercial customers include the following:

- ▶ Federal, State, and Local Governmental Agencies
- ▶ Aggregates Companies
- ▶ National, Regional, and Local Truck Load and Less Than Truck Load

#### Carriers

- ▶ Multiple City and regional Transit Companies
- ▶ Distribution Centers for Various Retailers and Wholesalers
- ▶ Most Major Package Delivery Companies

#### **Our Mission – Build relationships that matter:**

People may assume Mansfield has a technical, energy-based Mission, while in reality Mansfield's Mission is to build high quality relationships – relationships with one another, its suppliers, its communities, and of course the organization's customers.

#### **Our Vision – Shape the future of energy distribution:**

Mansfield has the ideas, the resources, and the goodwill of its stakeholders. The energy marketplace is far from perfect; through Mansfield's efforts, it can be both challenged and improved. Mansfield's customers need the organization to pursue this Vision.

#### **Our Strategy – Simplify the North American energy supply chain:**

On behalf of its customers, Mansfield acts as a gateway to the North American energy market. Mansfield organizes the industry's manufacturing, logistics, storage, and technology assets in ways that solve problems, create reliability, and add confidence to its customers' purchasing processes. Through the organization's years of experience, Mansfield is able to provide valuable service to its customers and to the energy community at large.

#### **Our Core Principles:**

Mansfield's employees defined and drafted a set of Core Principles which are routinely used as behavioral and decision-making guidelines. These six beliefs are timeless and are a natural part of the organization's daily conversation – Excellence, Conscientiousness, Innovation, Integrity, Personal Service, and Teamwork.

### **Project Management, Key Personnel, and Qualifications**

Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Beyond a sales team and operations success management team, as further outlined below, Mansfield offers its customers a 24-hour service line to address after hours concerns that may arise. Customer needs are identified and escalated to the correct key staff member to ensure a solution is developed as efficiently as possible. Government entities are of the highest priority when disruptions outside of Mansfield's control occur. Mansfield utilizes its diverse supply and vast carrier network to provide exceptional service in times of uncertainty.

#### **Employees Engaged Directly with the Services Defined in this RFP**

Mansfield sales staff initiate the onboarding of any new contract and continue to work with customers throughout the life of the agreement ensuring customer strategic priorities are met. The Government Sales Team is comprised of a group of sales professionals with years of industry experience who have excelled in building successful customer relationships.

Matthew Peck (Manager, Sales – Georgia) oversees the Business Development Managers (BDMs), Joe Bello (Indiana) and Brad Payne (Indiana). The BDMs are responsible for new growth opportunities for Mansfield.

Tom DeFeo (Manager, Sales – Georgia) oversees the Strategic Account Executives (SAEs), Amanda Durnell (Indiana) and Ashley Stephens (Kansas), and their responsibilities include enhancing current customer relationships through exceptional customer service while providing additional products and services.

The Government Sales Team will be well-educated on the terms, conditions, products, and, services offered by the OMNIA agreement, as they have been with previous contracts. Mansfield has full confidence that this team will succeed with the aid of OMNIA representatives and effective joint promotion of the new agreement and its offerings.

All customer accounts will be assigned a dedicated Operations Success Manager (OSM). The OSMs are responsible for managing the day-to-day customer relationship, acting as an advocate and ambassador within Mansfield, and being the customers' first point of contact during ongoing operations. The OSMs work with internal teams to meet customers' service requirements, monitoring their agreements to ensure accurate billing, generating any needed reports, and handling other general customer service needs. The OSMs are primarily stationed in Mansfield's Gainesville, GA headquarters.

Mansfield's operations teams are organized around customers and regional markets to balance optimal customer relationship oversight with market-based experience. Mansfield's dispatch team regularly communicates with local carriers regarding daily deliveries and any market conditions that might impact timely delivery.

Mansfield's supply team is also structured regionally to enable market specialization in bulk fuel sourcing and contract negotiation. Mansfield's reliable nationwide supply network is backed by long-standing relationships with all major and independent refiners. Furthermore, a team of optimization analysts, with the support of a proprietary sourcing program, balances supply and demand each day to ensure supply security with competitive costs.

Dedicated carrier relations staff manage both FTL and Tank Wagon transportation partners, negotiate delivery rates, and monitor freight market trends including advancing the data integration of Mansfield's supply and transportation network.

## Fuel Program Project Approach, Management and Organization

Given Mansfield's long-standing history of supplying government entities and first responders, the company understands the importance of supply security. As North America's largest delivered fuel supplier, Mansfield provides leading organizations world-class support and solutions across the energy supply chain. Each year the company delivers 3 billion gallons to 8,000 customers and over 20,000 ship-to's throughout the United States and Canada.

Mansfield's customer portfolio includes some of the largest transportation fleets in the world consisting of leading commercial companies and Federal, State, and Local government entities. These companies and agencies choose Mansfield as their fuel partner due to the company's unmatched scale and market expertise. Customers benefit from Mansfield's supply and distribution network, its transactional

management capabilities, and its wealth of fuel management tools and insights in a partnership that ensures the ongoing sustainability of a best-in-class fuel management program.

For fuel supply Mansfield maintains a broad portfolio of procurement optionality to ensure reliable supply and competitive pricing in every market. Mansfield’s entire suite of supply options are utilized to meet customer needs. This portfolio includes:

- ▶ **Mansfield Inventory** – Mansfield maintains company-owned inventory in over 90 terminals throughout the United States.
- ▶ **Refinery Contracts** – Mansfield utilizes over 350 refinery contracts including 200 diesel contracts and 150 gasoline contracts. The company maintains term fuel supply contracts throughout the country.
- ▶ **Rack Purchases** – Mansfield maintains access to 900 different terminal supply points and purchases from over 100 different suppliers and resellers.
- ▶ **Day Deals** – Mansfield enters short-term supply deals to take advantage of real-time market volatility.

This variety of supply points reduces Mansfield’s dependency on any one local fuel supply option and enables an optimal balancing of fuel costs. Maintaining diverse procurement sources and contracts ensures reliability and performance during supply chain disruptions. Mansfield’s supply chain provides significant security through contracted supply while enabling a fast, flexible approach to take advantage of market opportunities.

Mansfield maintains commercial access to all third-party supply terminals serving the United States. This allows Mansfield the opportunity to buy from multiple supply points and providers in all markets. Customers benefit from this redundancy and flexibility ensuring reliable Mansfield supply through natural disasters, inclement weather events, refinery downtime, and infrastructure interruptions.

Equally expansive is Mansfield’s carrier base through the company’s proprietary DeliveryOne network which brings together 1,500 transportation partners across North America in one single network to serve our customers. This allows for redundancy in any given market, so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve its customers. The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. Mansfield has relationships with a variety of fuel transportation providers, and through the comprehensive DeliveryOne network, Mansfield ensures safe and reliable transportation options are readily available for all customers.



Lastly, the company understands the importance of prioritizing fuel for essential services and would do so for Region 14 ESC and OMNIA member participants. Mansfield's standard Business Continuity Plan document illustrates the thoroughness with which Mansfield approaches an impending event and will serve as an operating protocol should any such event threaten the customers' fueling operations. Mansfield's Business Continuity Plan will be available upon request.

## Ordering Process

Customer orders are handled directly by Mansfield. Orders are typically received via email or phone with Mansfield offering 24/7/365 customer service coverage. Mansfield has also recently deployed online chat and ordering via the company's proprietary FuelNet portal, creating yet another ordering option for customer personnel. Deliveries are typically made within 24-48 business hours after order placement depending on customer needs and market conditions.

No matter the method used to place orders, entry is handled by Mansfield's dedicated Customer Service team to ensure order accuracy. Any agreed upon product changes made during the contract year – such as those to address cold weather operability – will occur on a scheduled basis coordinated with customer operations to ensure no errant dispatches. All orders are reviewed daily by Mansfield's Customer Service and Dispatch teams to ensure information is correctly transmitted and accepted by Mansfield's delivery partners.

Mansfield has organized its dispatch team into five geographic regions, each staffed with regional experts, to facilitate tailored expertise in every North American Market. The strong relationships these regional teams develop with Mansfield's carrier partners ensure Mansfield customers' fuel deliveries are treated with the highest priority. This group dispatches over 1.1 million deliveries scheduled annually across Mansfield's customer base.

In addition to customer will call orders, Mansfield offers inventory management services to ensure automatic reordering of fuel without requiring any action by the customer; this allows agency staff to focus on other priorities. Mansfield can install the necessary equipment, typically for a nominal monitoring charge, for tanks with automatic tank gauges or utilize manually collected tank inventory levels from site personnel. Mansfield uses agreed-upon business rules to manage site inventory, including minimum safety stock, end-of-month inventory targets, secondary product levels, minimum delivery quantities, hours of operations, holidays, and more. Mansfield would also leverage historical data, factoring in established business rules, and schedule deliveries accordingly. Mansfield's regionally organized Inventory Management team tracks local market insights, including basis price changes and supply availability. This dedicated team manages 4,000 tanks across the U.S. and Canada.

## Fuel Grades & Related Information

### *Fuel Grades & Delivery*

While Mansfield has listed the most widely used products in the Fuel & Fuel Delivery Pricing section, this list is not fully exhaustive as it would be impractical to list every possible existing product. Further, new products are added to markets over time and may be dependent upon seasonality and regulations. Mansfield will work with members to ensure the appropriate product is purchased and delivered in the customary 24-48 delivery window.

### *Tax Exemptions & Certifications*

During the onboarding process, Mansfield representatives work with customers to acquire all pertinent tax exemption documentation and certifications to ensure customers are billed accurately.

### *List of States Mansfield Can Conduct Business In*

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, 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, and Wyoming.

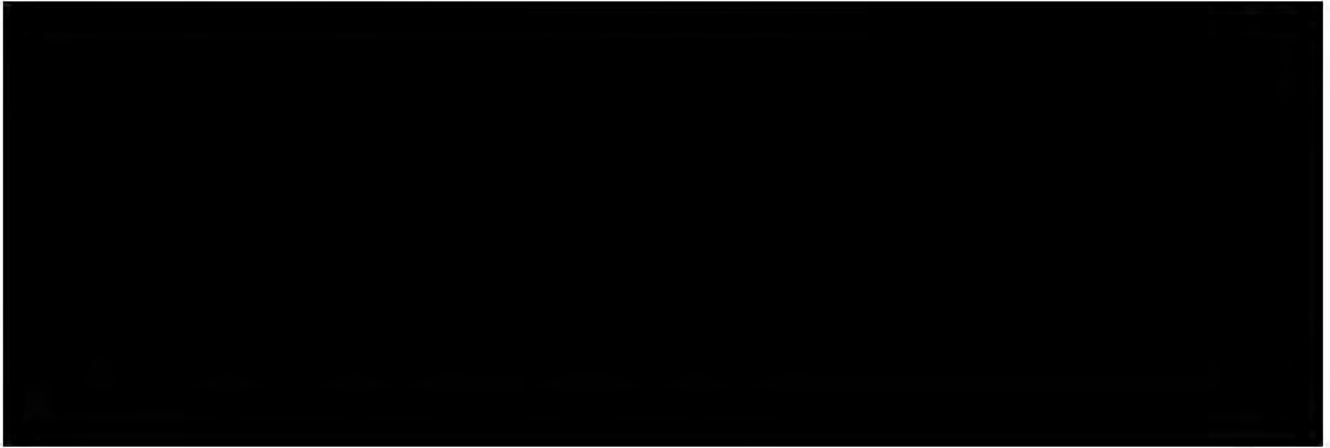
### *Financial Condition of Supplier*

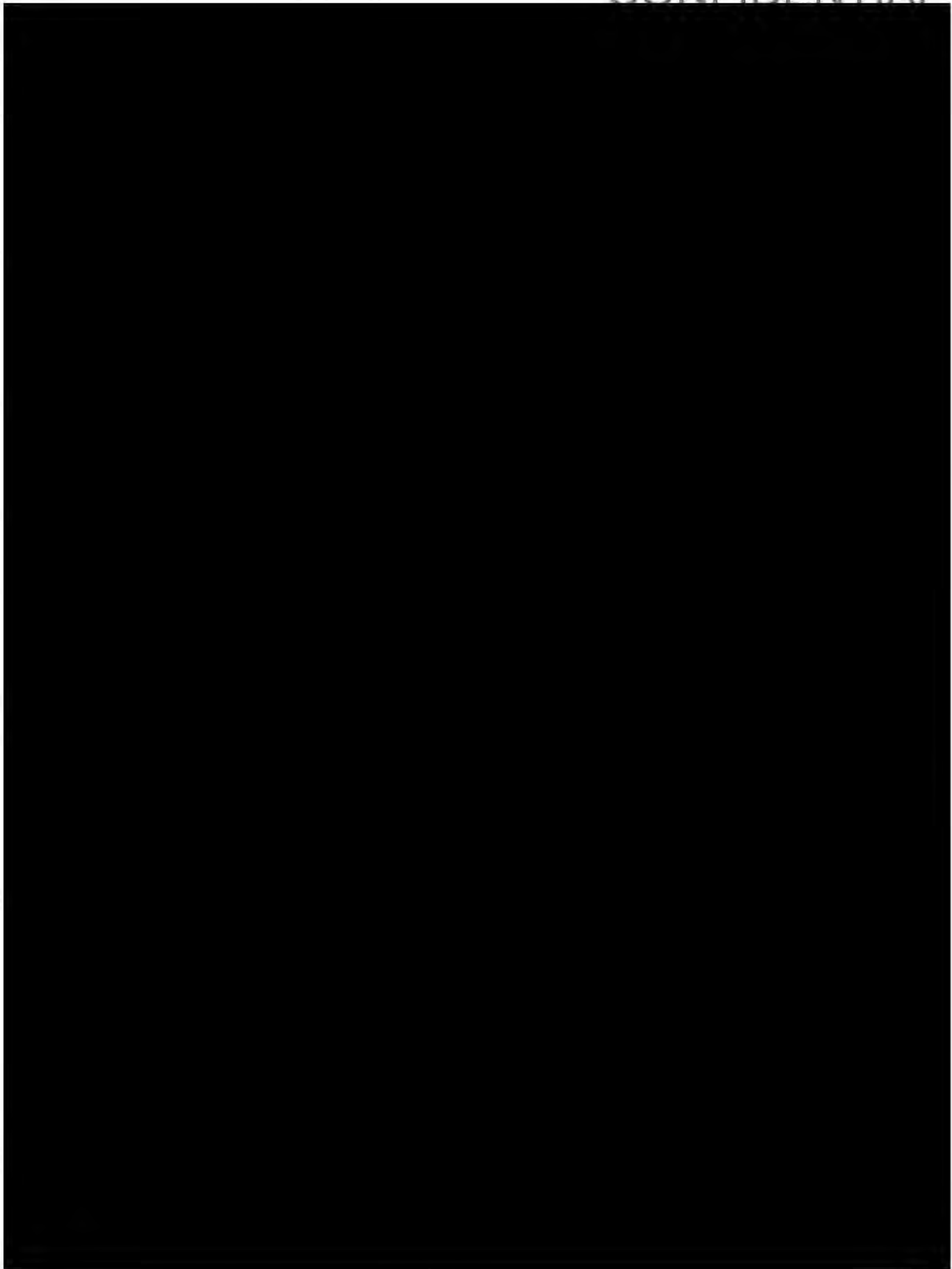
Mansfield is a financially stable and secure US company incorporated in Georgia. Mansfield purchases nearly 3 billion gallons of fuel per year from major US and Canadian fuel refiners and marketers who can attest to Mansfield's creditworthiness and financial durability. Mansfield has provided documentation with this proposal including the Company Credit Information and Consolidated Financial Statements with Independent Auditor's Report. All financial information from Mansfield is considered confidential and is marked as such.



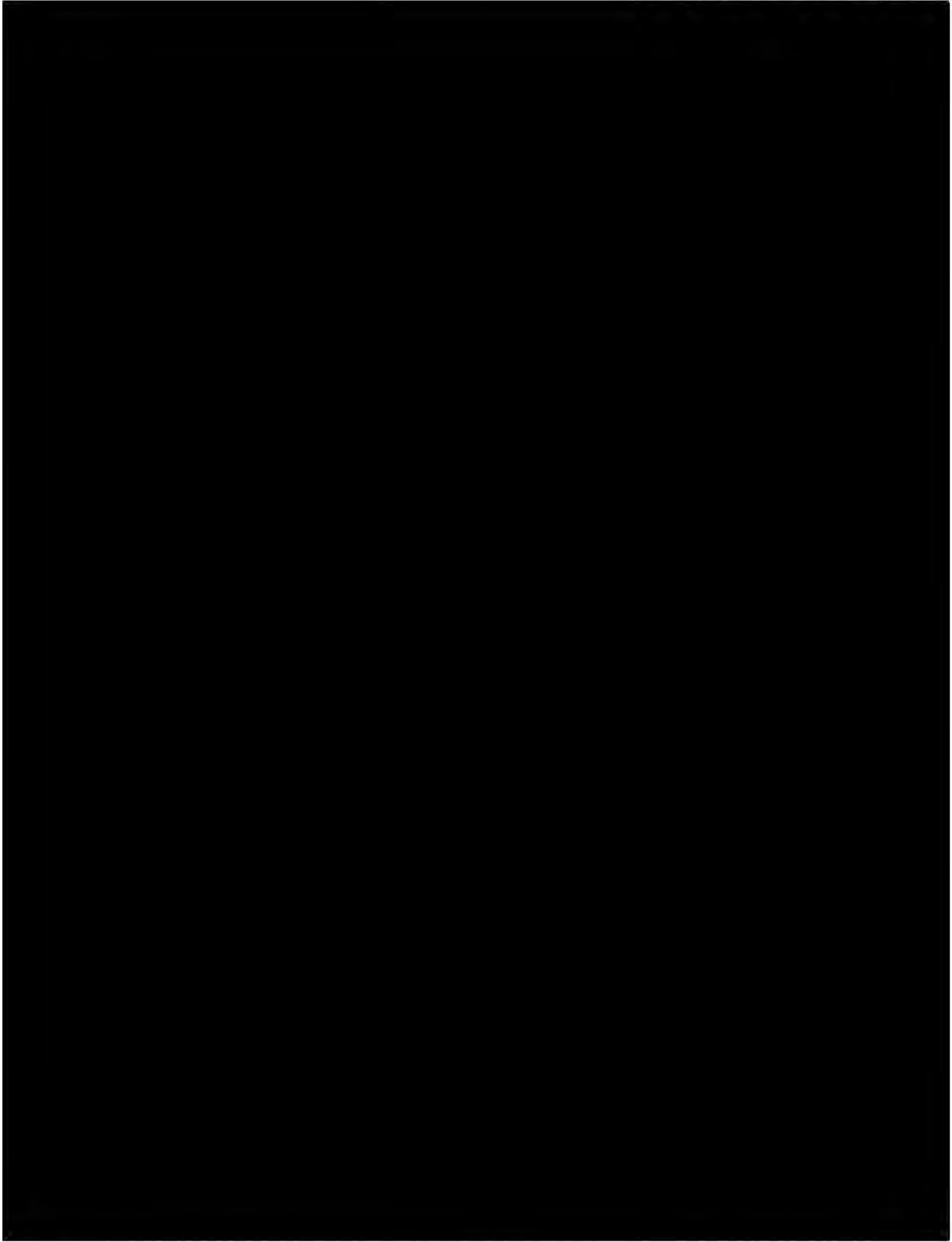
TABLE OF CONTENTS

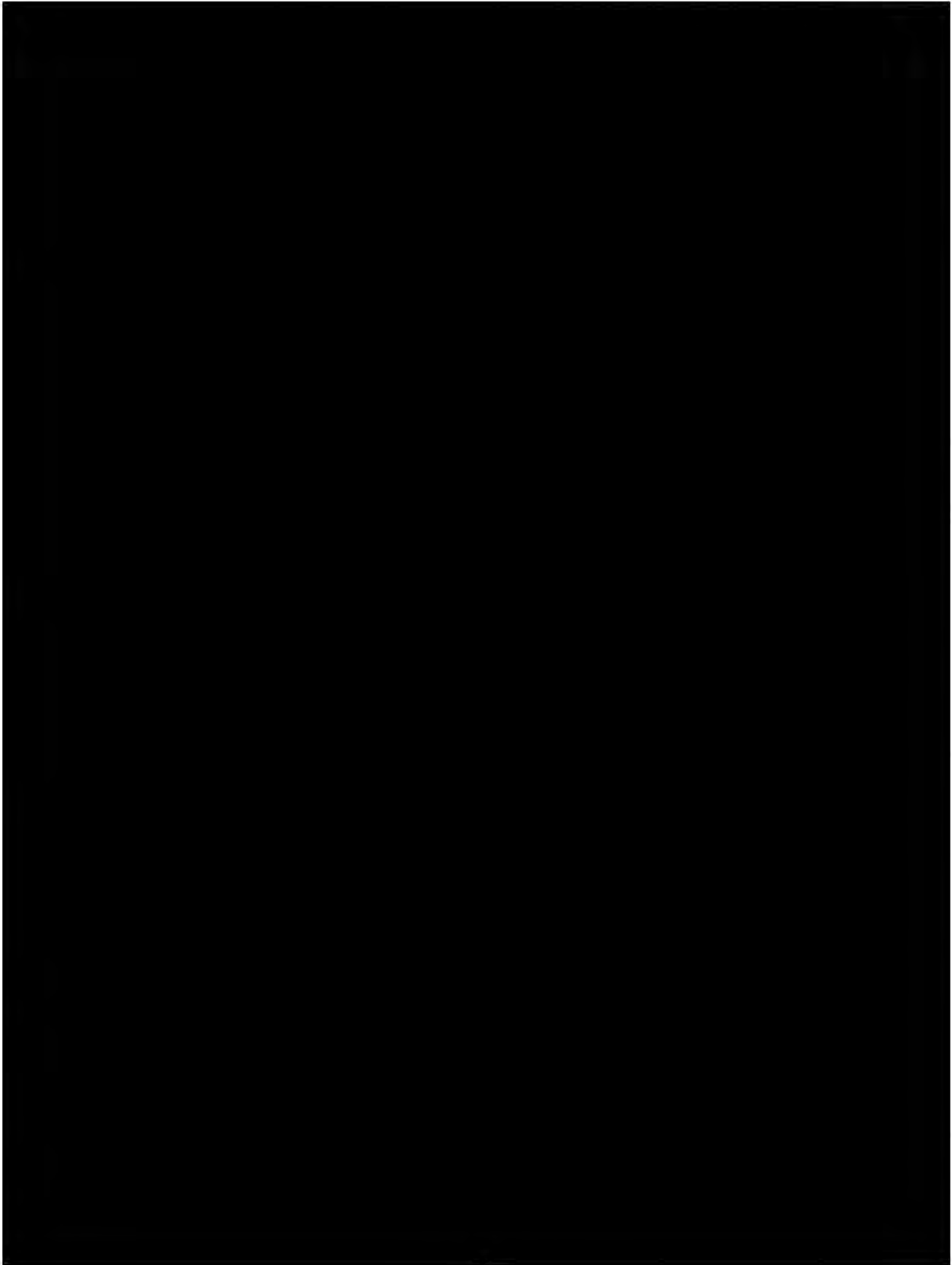
PAGE

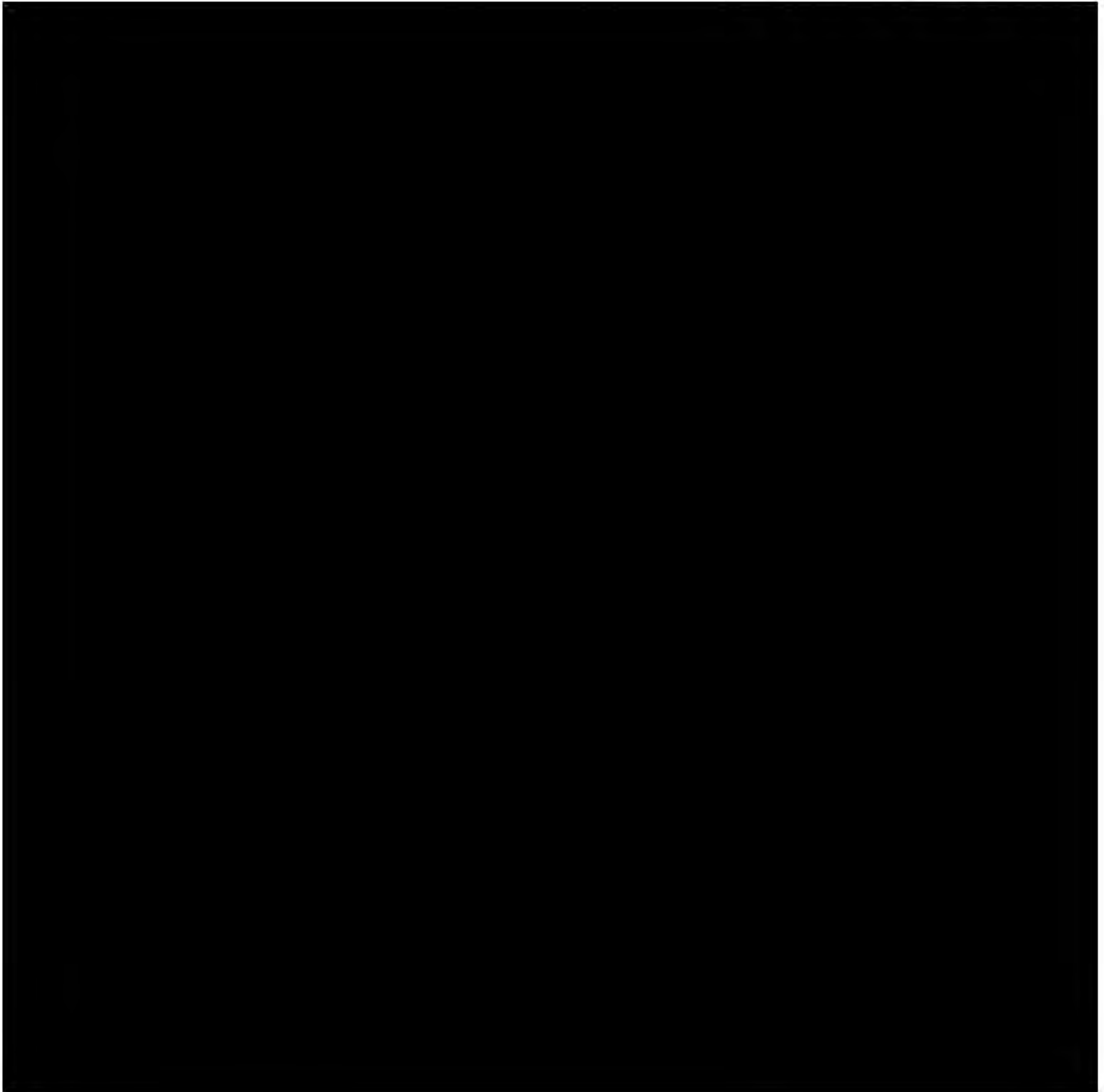


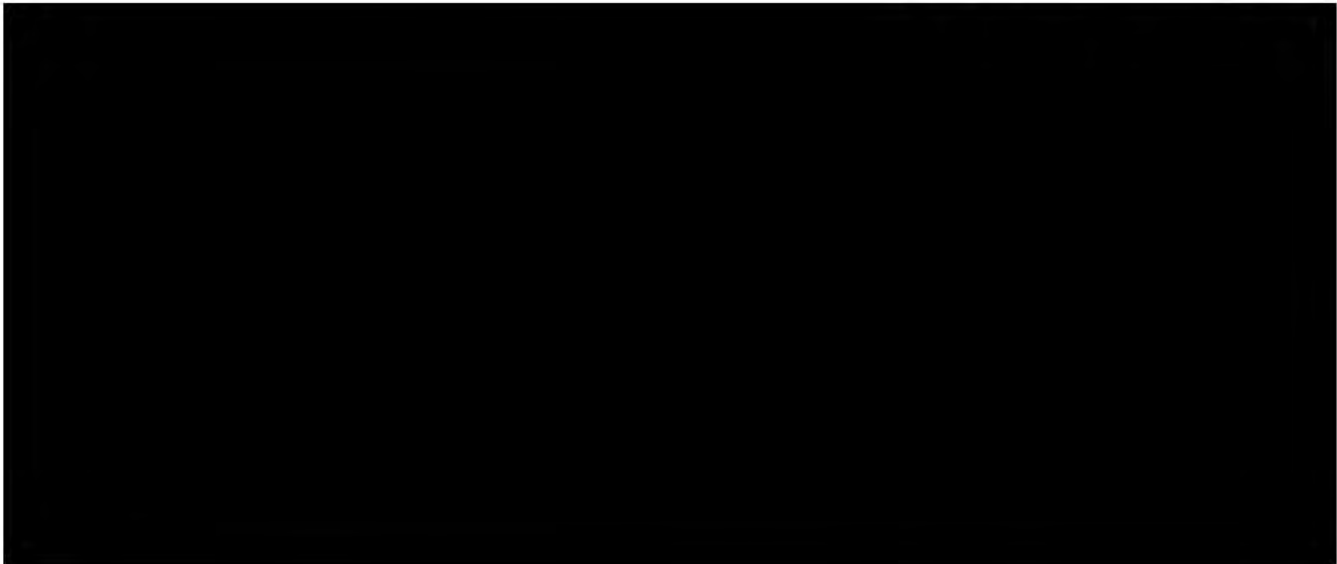


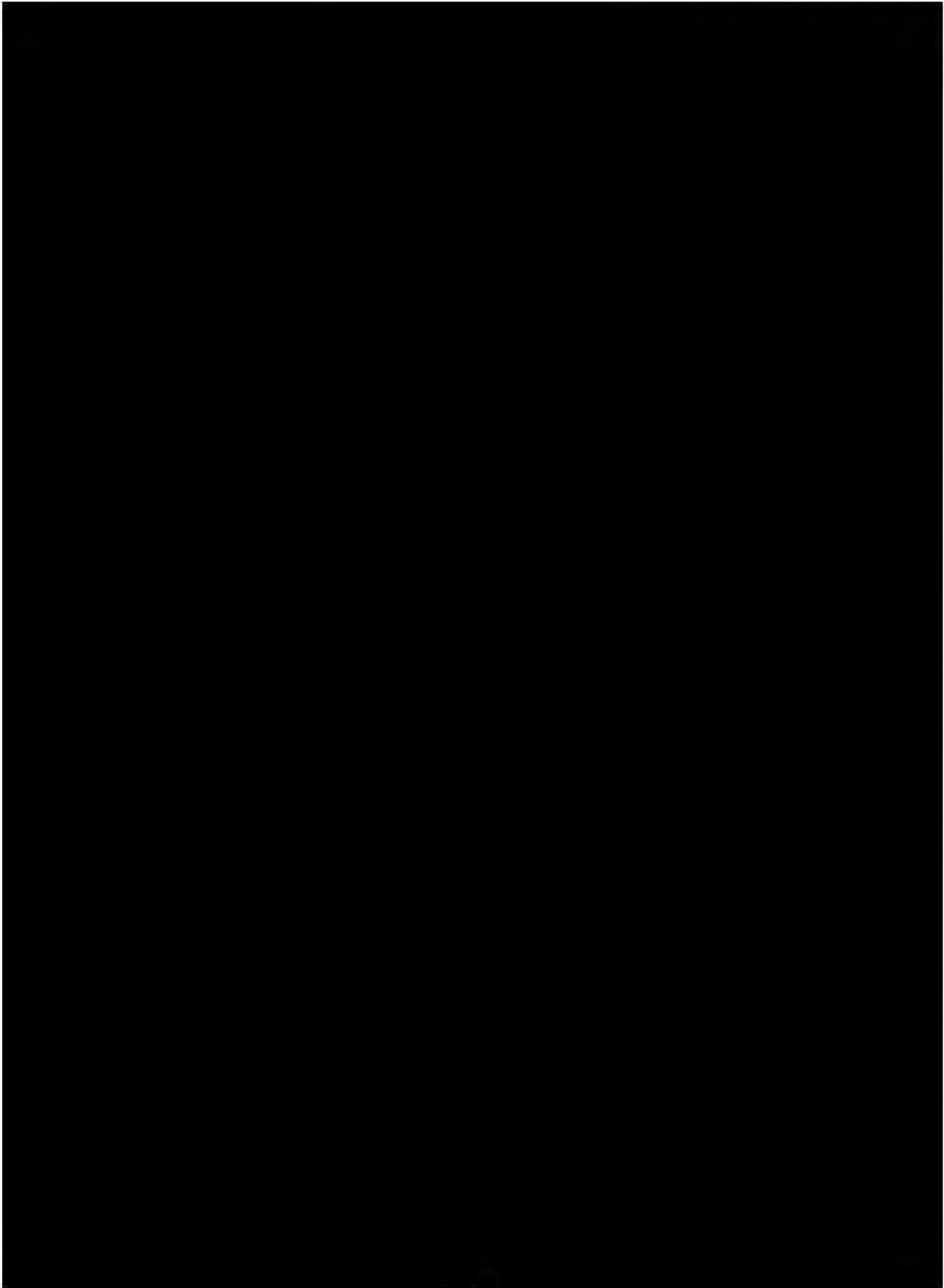


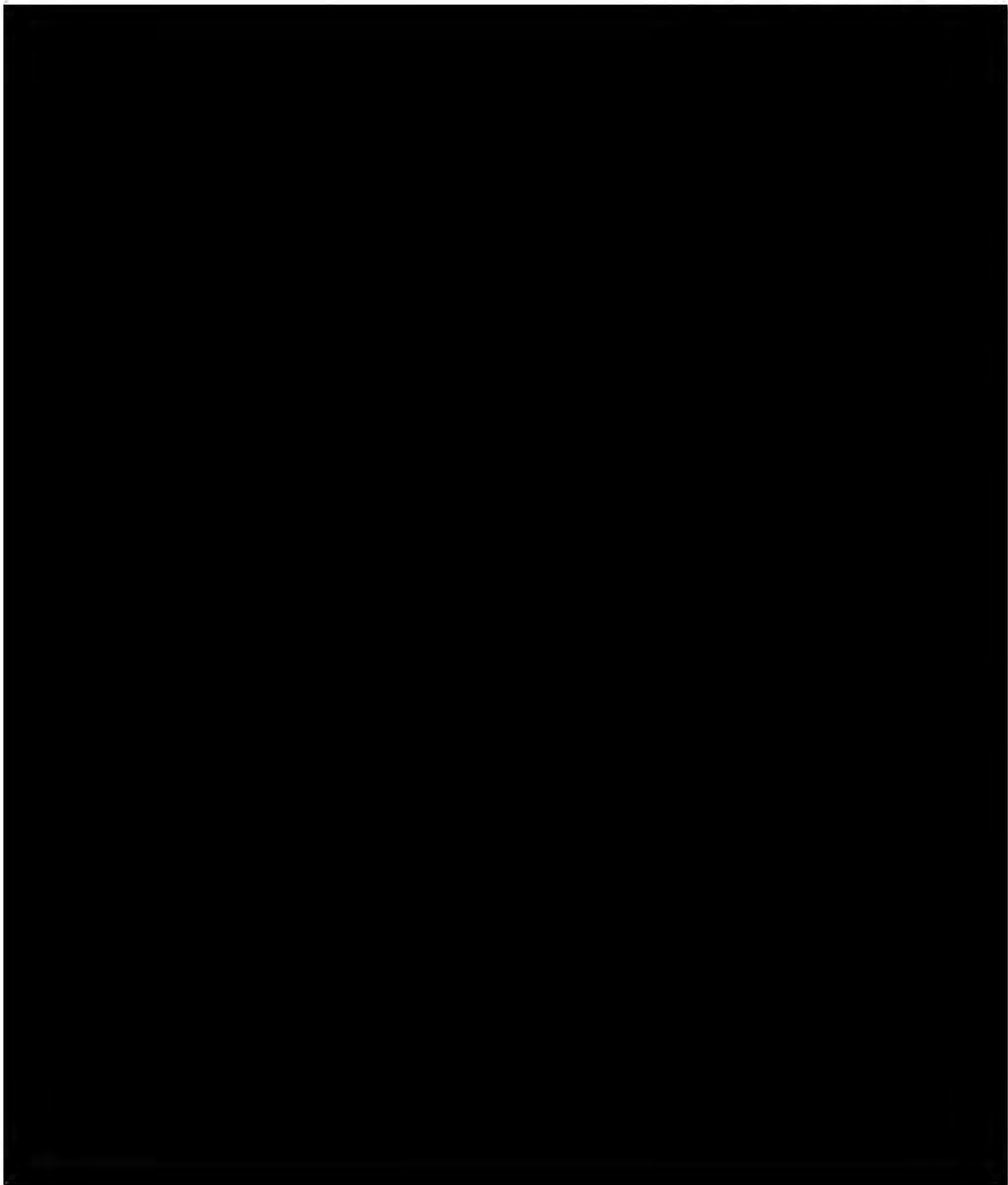


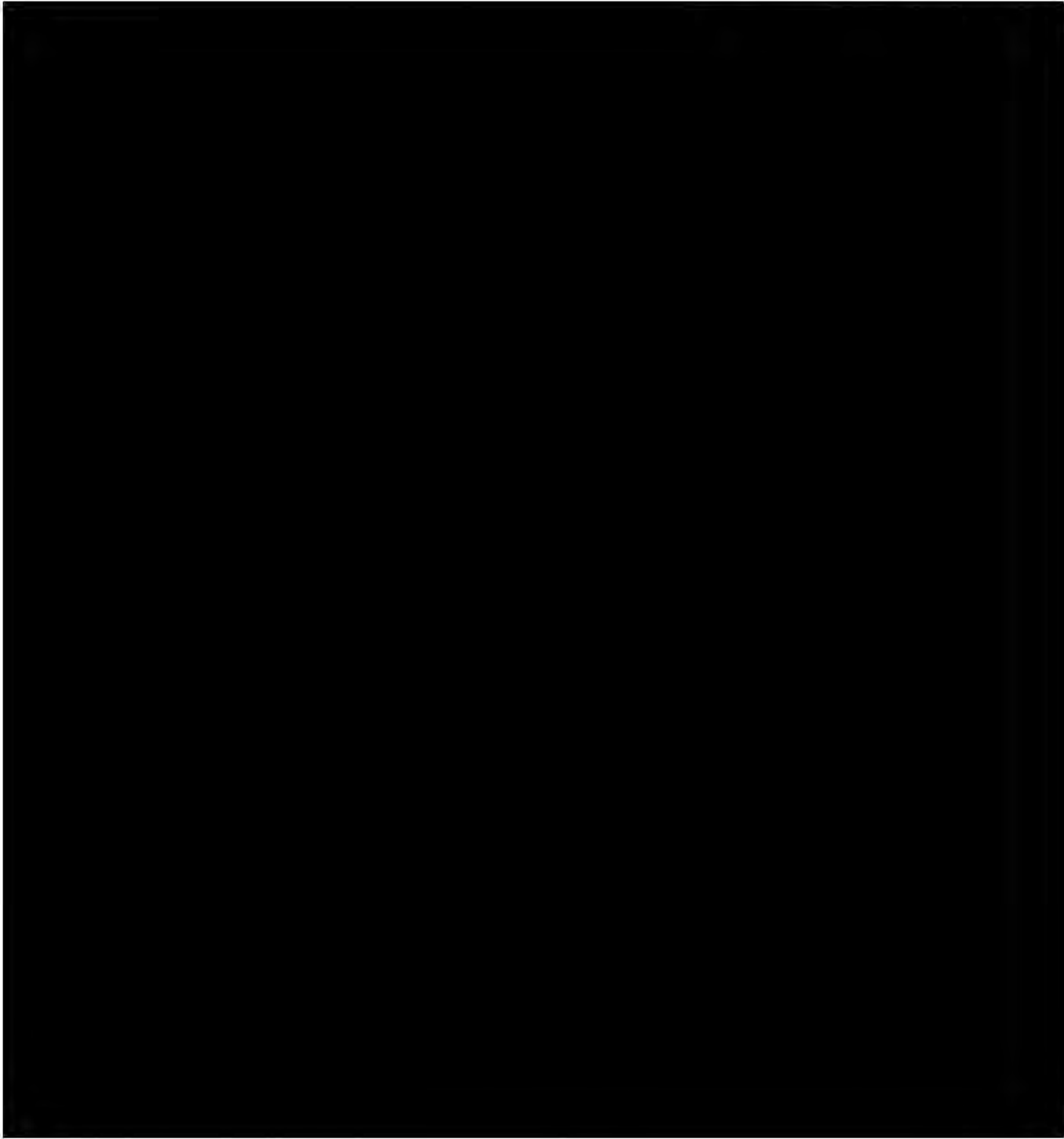


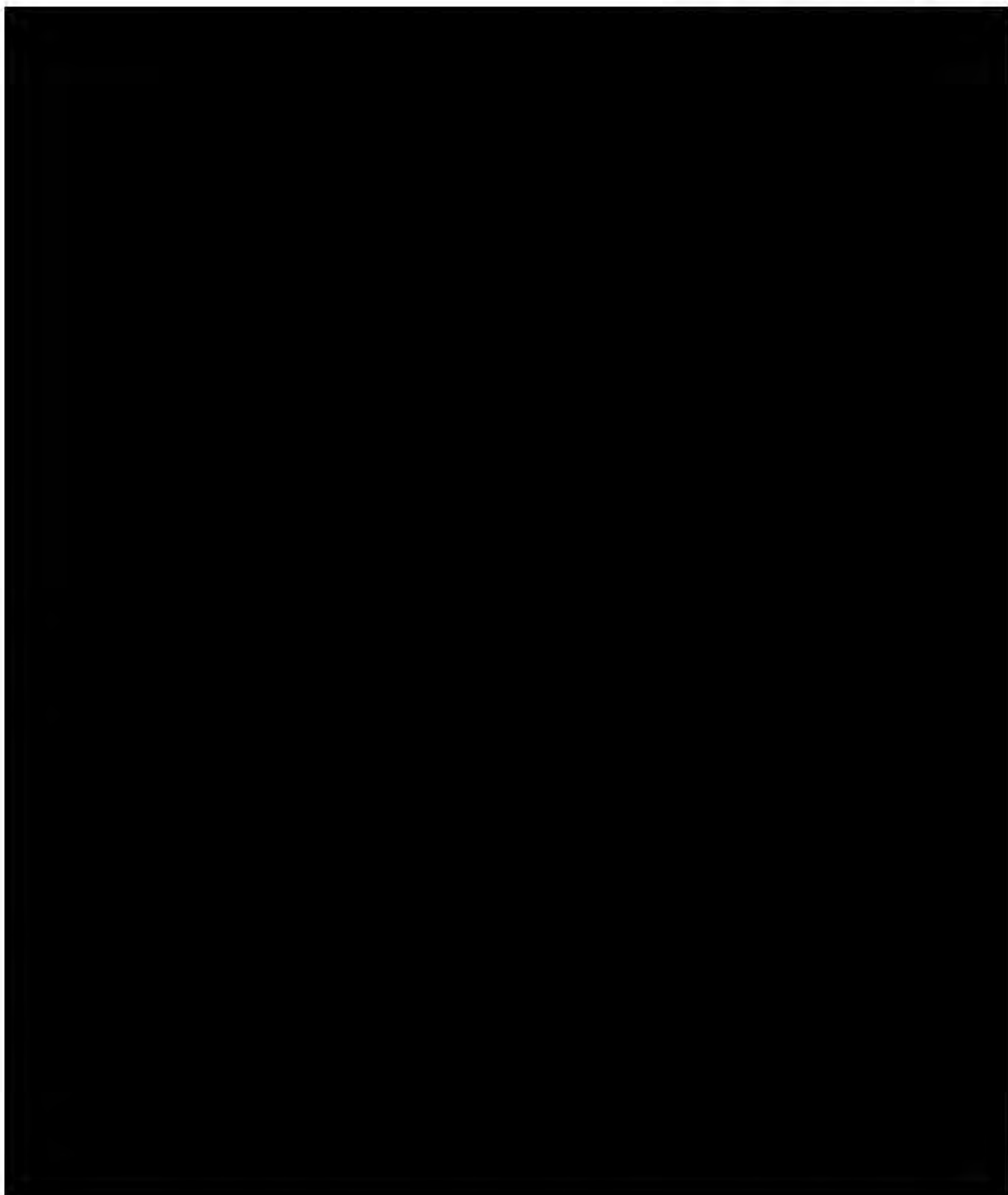


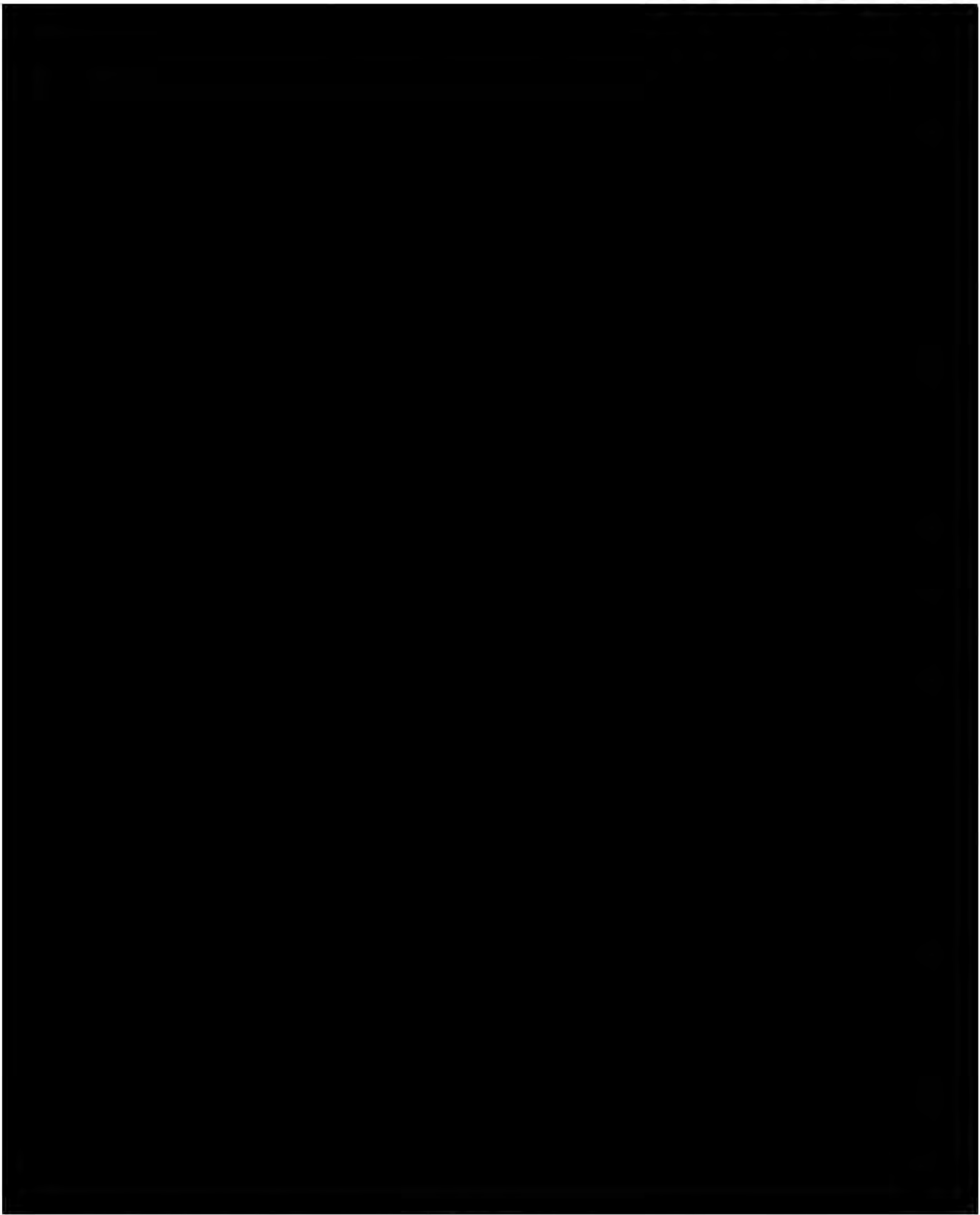


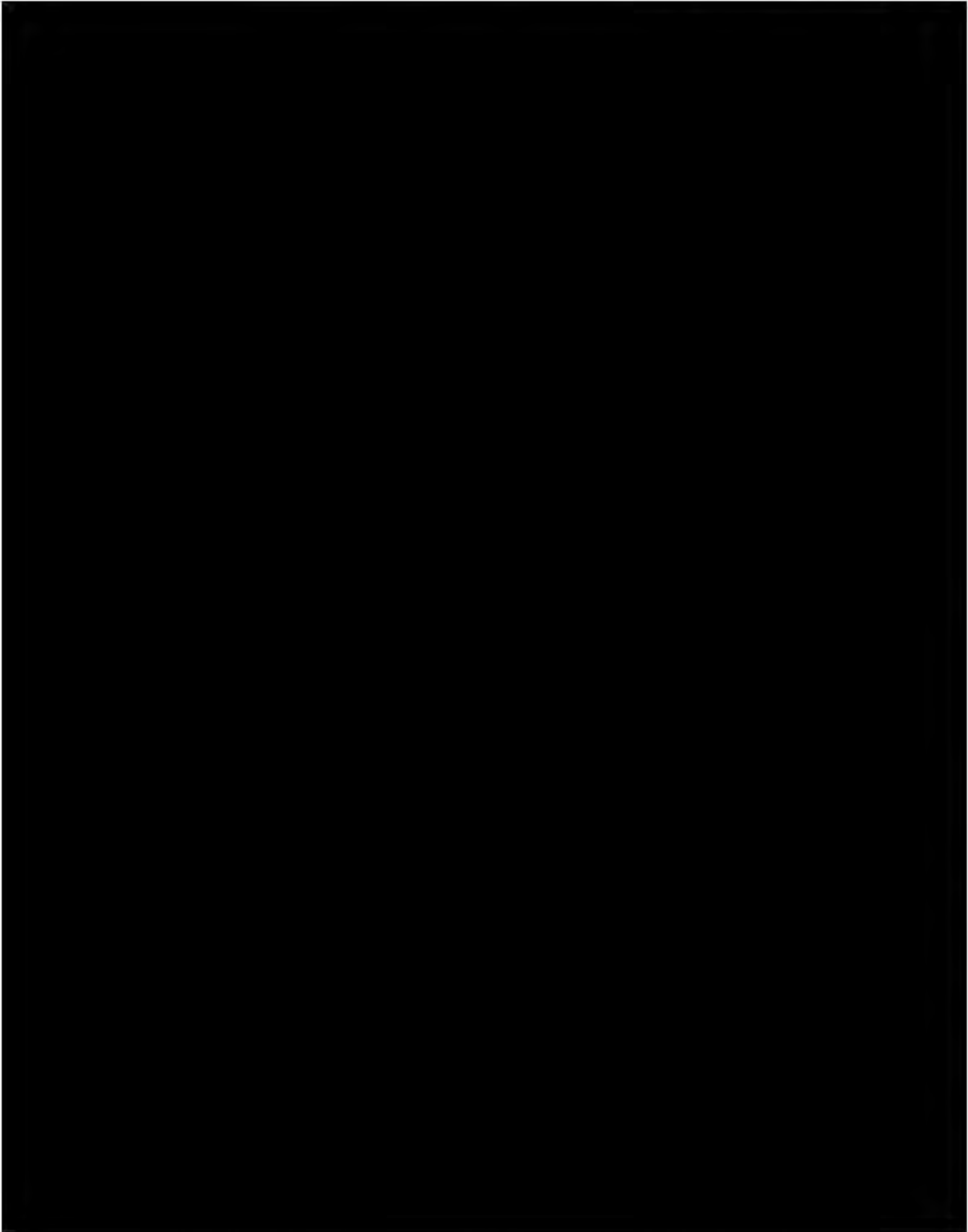


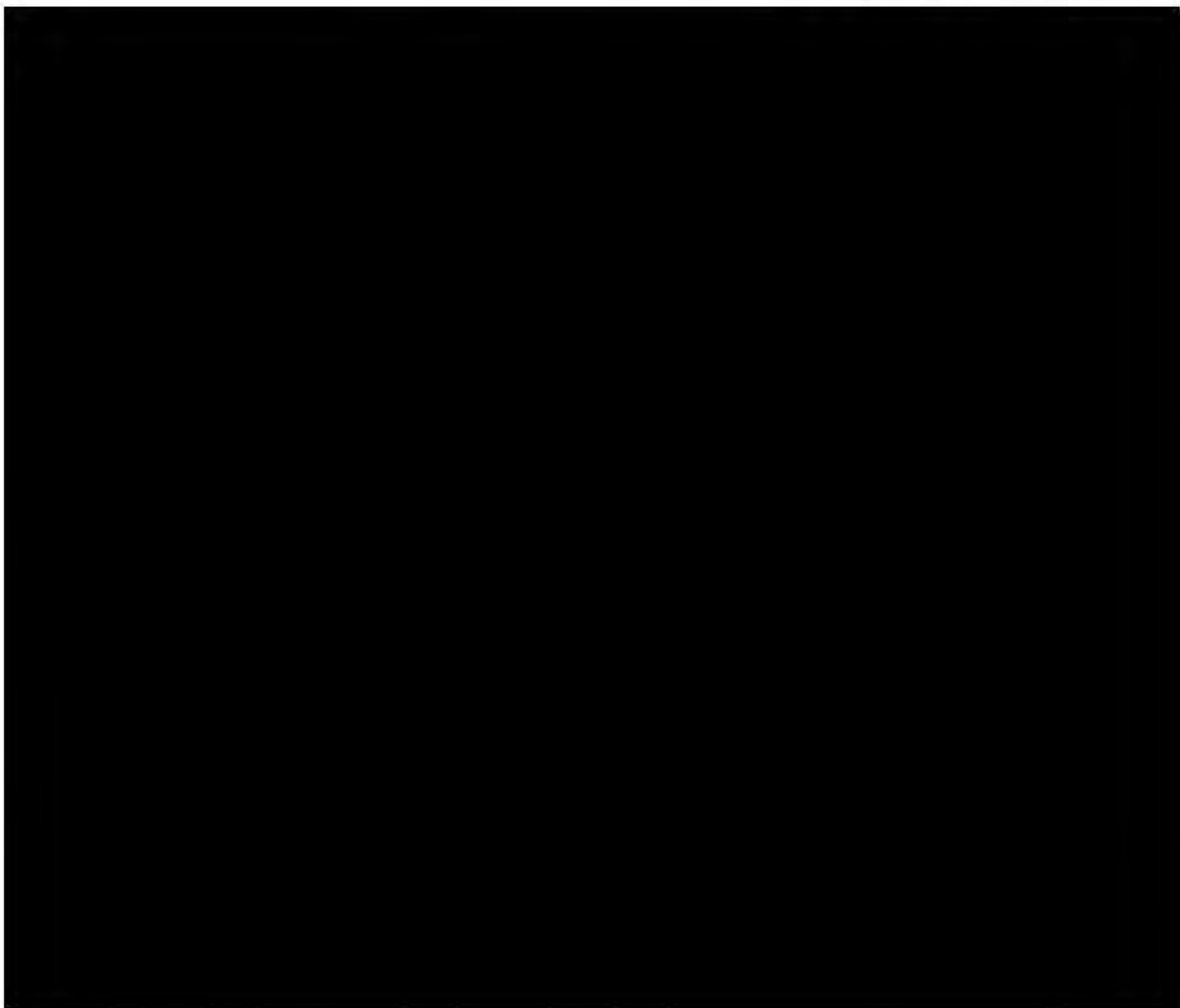


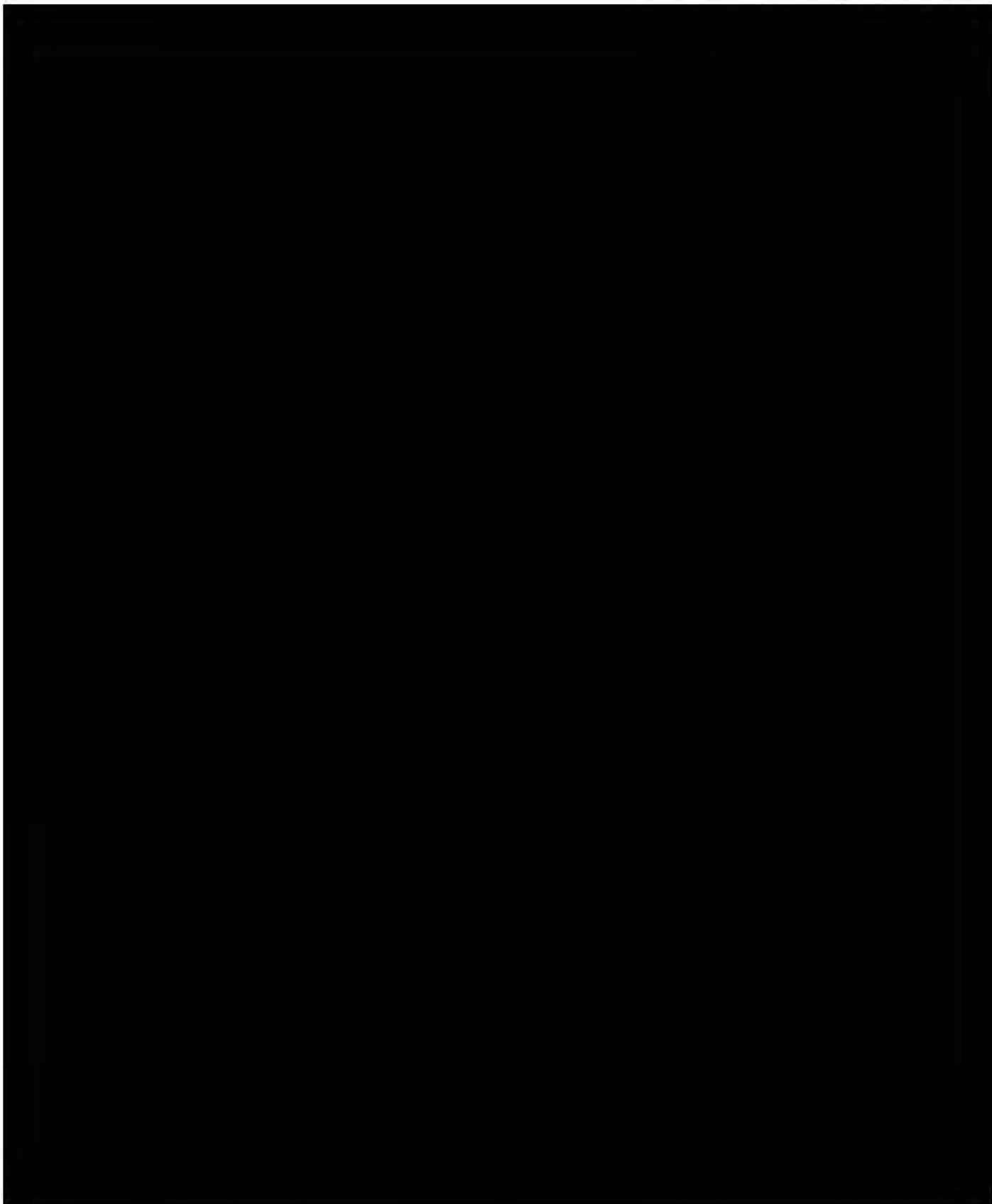


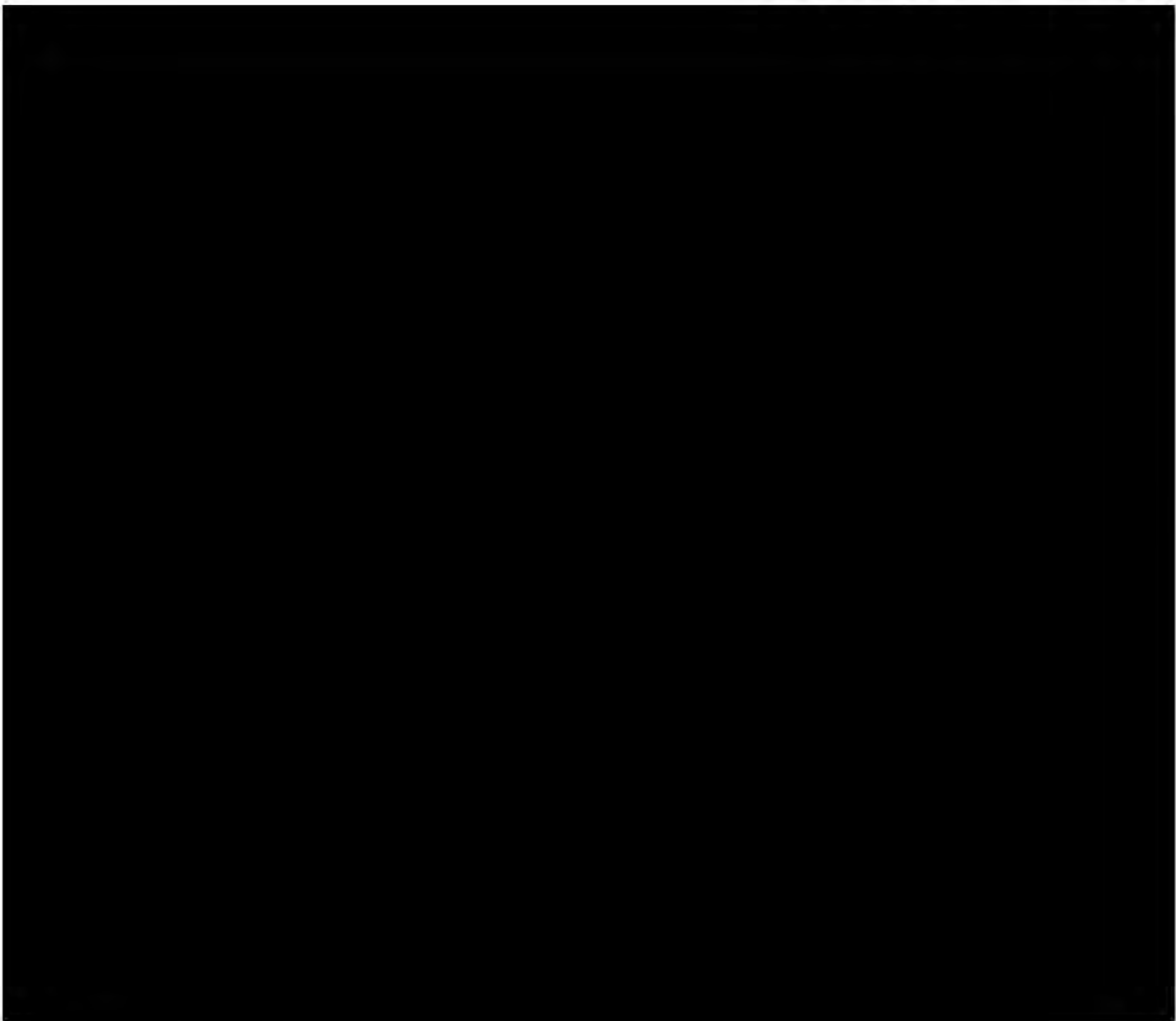


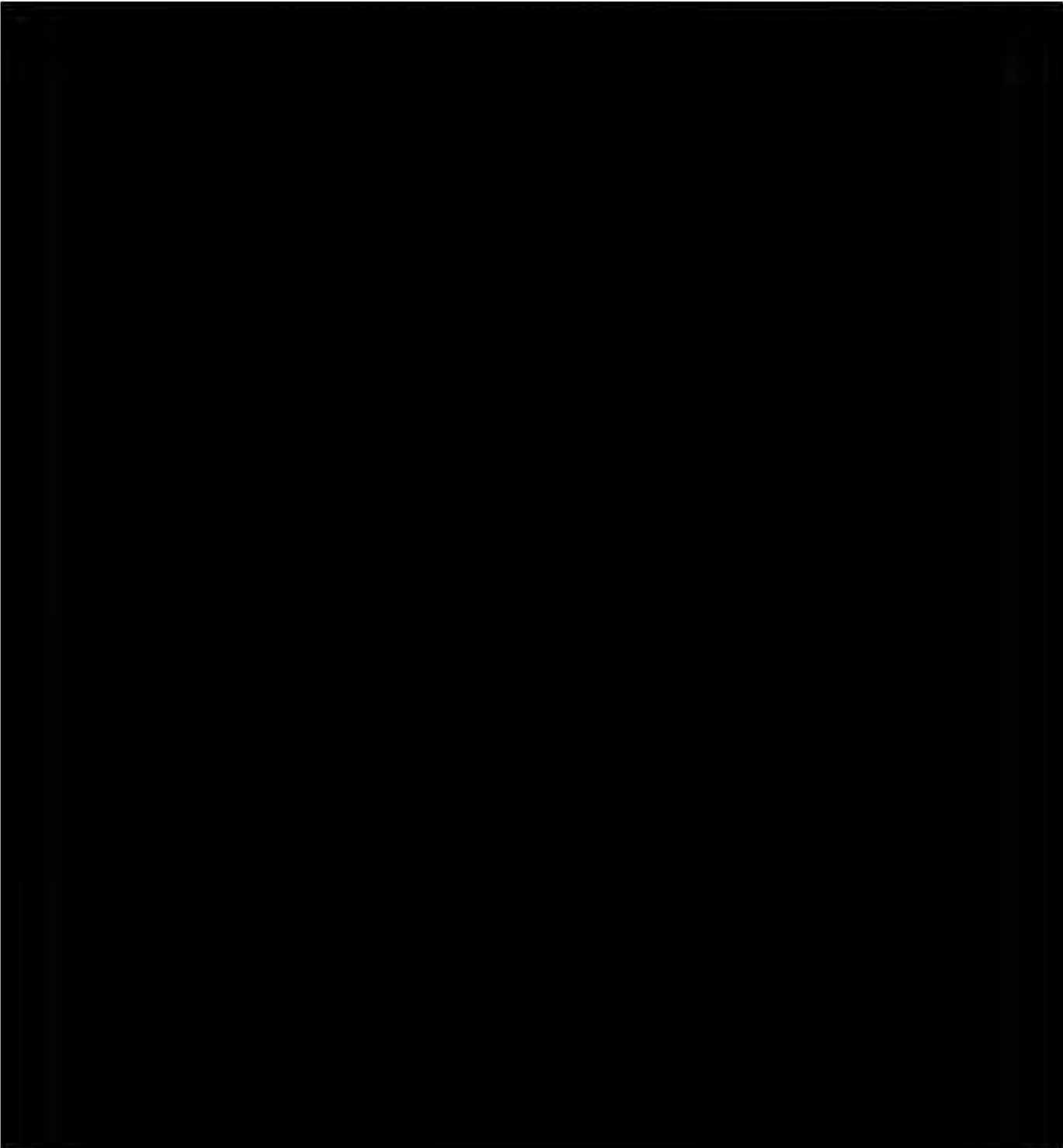


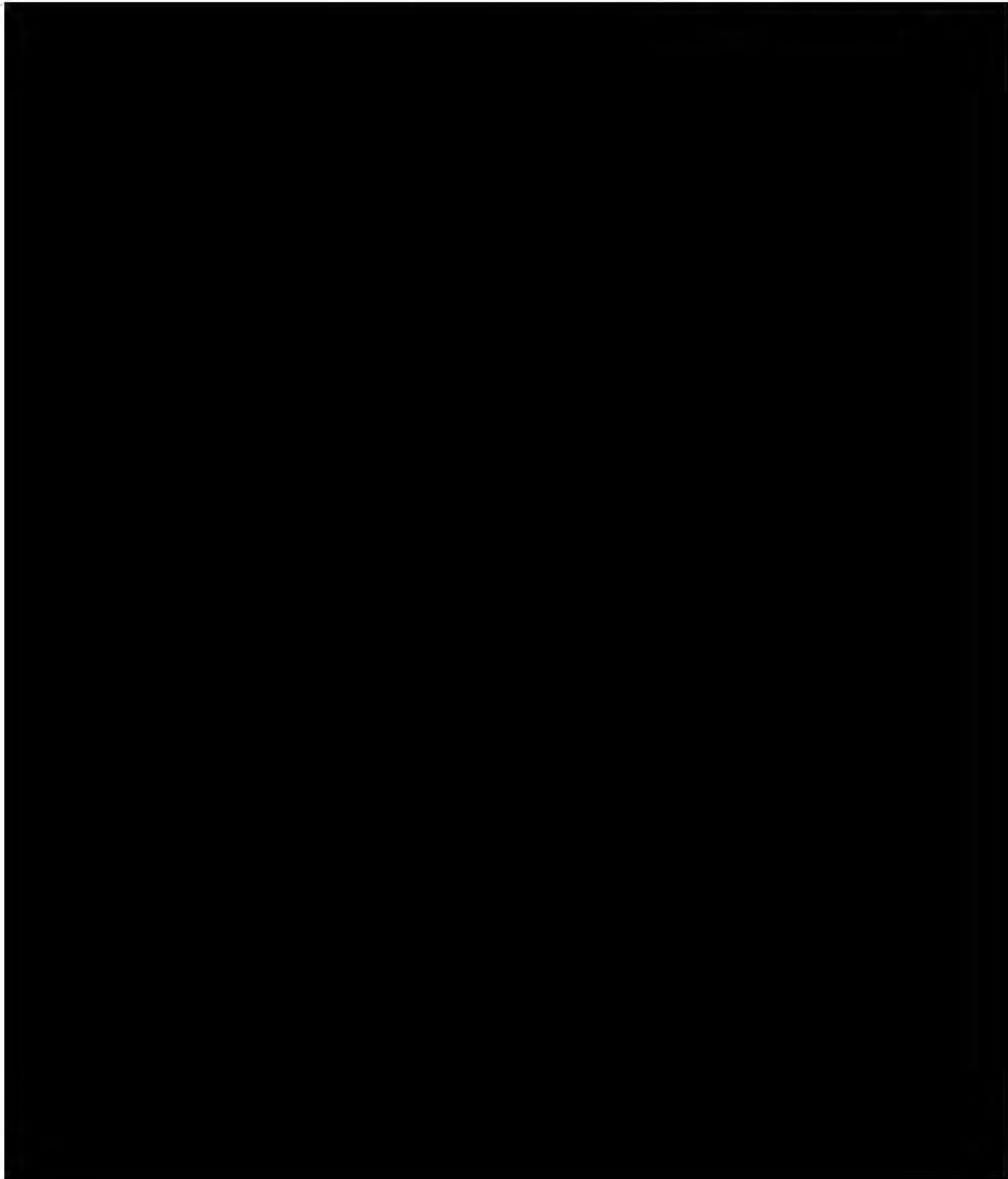


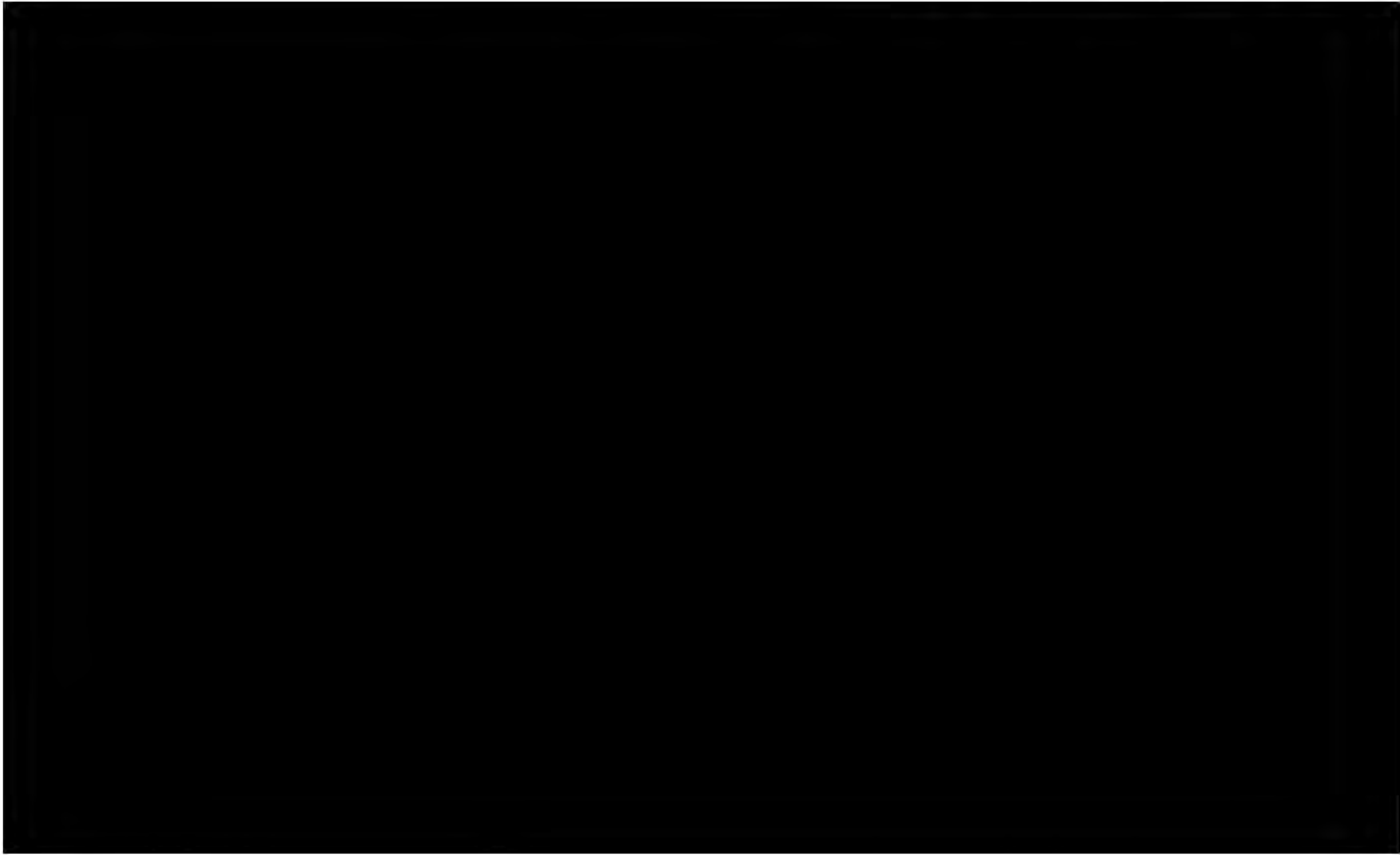














### Company Credit Information

#### Company Information

Legal Company Name: Mansfield Oil Company of Gainesville, Inc.  
Physical Address: 1025 Airport Parkway SW, Gainesville, Georgia 30501-6813  
Date Business Incorporated: April 7, 1970  
Primary Business: Fuel distributor  
Owner: Michael F. Mansfield, Chief Executive Officer  
Federal Identification #: 58-1091383  
DUNS #: 033723990

#### Banking Information

Bank Name: JPMorgan Chase Bank, N.A.  
Address: 3424 Peachtree Road NE, Atlanta, Georgia 30326  
Bank Contact: Michelle L. Wilk Email: michelle.l.wilk@chase.com  
Bank Contact Phone Number: 312-732-2459 Fax: 866-247-8312

#### Business/Trade References

Company Name: Citgo Petroleum Corporation  
Address: 1293 Eldridge Parkway, Houston, Texas 77077  
Contact: John Stryker CCE Email: [jstryke@citgo.com](mailto:jstryke@citgo.com)  
Phone: 832-486-5430

Company Name: Valero Energy  
Address: One Valero Way, San Antonio, Texas 78249  
Contact: Elizabeth Pena Email: [Elizabeth.pena@valero.com](mailto:Elizabeth.pena@valero.com)  
Phone: 210-345-4595

Company Name: Marathon Petroleum Corporation  
Address: 539 South Main Street, Findlay, Ohio 45840  
Contact: John Locker Email: [jelocker@marathonpetroleum.com](mailto:jelocker@marathonpetroleum.com)  
Phone: 678-474-1214 X1226

Company Name: Shell Oil Products US  
Address: 150 N. Dairy Ashford Road, Building E, Houston, Texas 77079  
Contact: Patricia Klinefelter Email: [patricia.klinefelter@shell.com](mailto:patricia.klinefelter@shell.com)  
Phone: 832-337-0824

Last updated: April 02, 2024

## **Appendix B – OMNIA Partners Exhibits**

---

## APPENDIX B



### **Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

**Exhibit A**  
**Response for National Cooperative Contract**

---

**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1 Requirement**

Region 14 Education Service Center (hereinafter defined and referred to as “**Principal Procurement Agency**”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), is requesting proposals for Motor, Aviation, and Bulk Fuels, and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

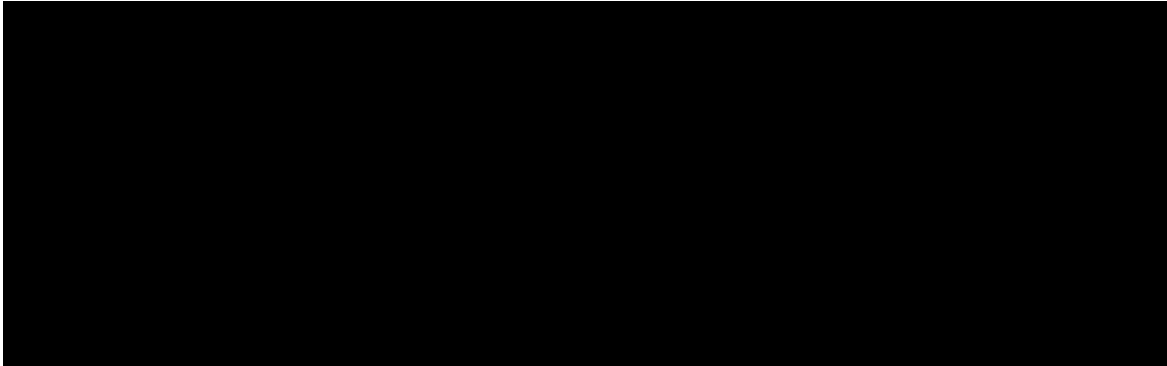
- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration



### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$200M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service

requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) (“Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

## **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## **2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

## **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## **3.0 SUPPLIER RESPONSE**

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### **3.1 Company**

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
  - a. Submit FEIN and Dunn & Bradstreet report.

- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
  - a. Minority Women Business Enterprise
    - Yes       No
    - If yes, list certifying agency: \_\_\_\_\_
  - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
    - Yes       No
    - If yes, list certifying agency: \_\_\_\_\_
  - c. Historically Underutilized Business (HUB)
    - Yes       No
    - If yes, list certifying agency: \_\_\_\_\_
  - d. Historically Underutilized Business Zone Enterprise (HUBZone)
    - Yes       No
    - If yes, list certifying agency: \_\_\_\_\_
  - e. Other recognized diversity certificate holder
    - Yes       No
    - If yes, list certifying agency: \_\_\_\_\_
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
  - a. is a publicly held corporation and this reporting requirement is not applicable;

- b. is not owned or operated by anyone who has been convicted of a felony; or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

### **3.2 Distribution, Logistics**

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

### **3.3 Marketing and Sales**

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

- C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners
- D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
  - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive
- G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts
- H. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts
- I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

- K. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$\_\_\_\_\_.00 in year one  
\$\_\_\_\_\_.00 in year two  
\$\_\_\_\_\_.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier’s strategies under these options when responding to a solicitation.

**Exhibit B**  
**Administration Agreement, Example**

---

**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), and \_\_\_\_\_ (“**Supplier**”).

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective \_\_\_\_\_, Agreement No\_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the “**Product**”);

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance. Furthermore, OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a supplier, dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another

business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 6 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 7 and 10 – 21, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

#### **NATIONAL PROMOTION**

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and

images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit

of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## **GENERAL PROVISIONS**

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners  
5001 Aspen Grove  
Franklin, TN 37067  
Attention: Legal Department - Public Sector Contracting

B. Supplier:

Mansfield Oil Company of Gainesville, Inc.  
1025 Airpot Parkway SW  
Gainesville, GA 30501  
\_\_\_\_\_

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[INSERT SUPPLIER ENTITY NAME]**

**OMNIA PARTNERS, PUBLIC  
SECTOR, INC.**

  
\_\_\_\_\_  
Signature  
**Chris Carter**  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature  
Sarah E. Vavra  
\_\_\_\_\_  
Name

**Sr. Manager Bids & Sales Analytics**  
\_\_\_\_\_  
Title

**Sr. Vice President, Public Sector  
Contracting**  
\_\_\_\_\_  
Title

**3/12/2025**  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit C**  
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

---

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**  
**OMNIA PARTNERS, PUBLIC SECTOR, INC.**

  
\_\_\_\_\_  
Authorized Signature  
**Chris Carter**  
\_\_\_\_\_  
Name  
**Sr. Manager Bids & Sales Analytics**  
\_\_\_\_\_  
Title and Agency Name  
**3/12/2025**  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
**Sarah E. Vavra**  
\_\_\_\_\_  
Name  
**Sr. Vice President, Public Sector Contracting**  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Exhibit D**  
**Principal Procurement Agency Certificate, Example**

---


**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as Sr. Manager Bids & Sales Analytics of and on behalf of [PPA Name] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name] Mansfield Oil Company of Gainesville, Inc

  
\_\_\_\_\_  
Signature

Chris Carter  
\_\_\_\_\_  
Name

Sr. Manager Bids & Sales Analytics  
\_\_\_\_\_  
Title

3/12/2025  
\_\_\_\_\_  
Date



**Exhibit F**  
**Federal Funds Certifications**

---

**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

---

**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

---

**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

---

#### APPENDIX II TO 2 CFR PART 200

---

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, 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.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ CC \_\_\_\_\_ Initials of Authorized Representative of offeror

**(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES \_\_\_\_\_ CC \_\_\_\_\_ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES \_\_\_\_\_ CC \_\_\_\_\_ Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work



**(H) 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES \_\_\_\_\_ CC \_\_\_\_\_ Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors 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 U.S.C. 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ CC \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

---

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES \_\_\_\_\_ CC \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

---

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES \_\_\_\_\_ CC \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

---

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -  
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

**CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -  
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

**OR**

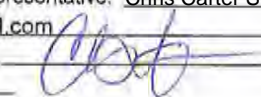
**Certificate of Non-Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

Does offeror agree? YES \_\_\_\_\_ CC \_\_\_\_\_ Initials of Authorized Representative of offeror

Offeror's Name: Mansfield Oil Company of Gainesville, Inc.  
Address, City, State, and Zip Code: 1025 Airpot Parkway SW, Gainesville, GA 30501  
Phone Number: (800)695-6626  
Fax Number: (678)450-2242

Printed Name and Title of Authorized Representative: Chris Carter Sr. Manager Bids & Sales Analytics  
Email Address: mocbids@mansfieldoil.com  
Signature of Authorized Representative:   
Date: 3/12/2025

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

Unless Supplier is exempt (*See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (*see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details*).

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES \_\_\_\_\_ CC \_\_\_\_\_ Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES \_\_\_\_\_ CC \_\_\_\_\_ Initials of Authorized Representative of offeror

**COMMUNITY DEVELOPMENT BLOCK GRANTS**

Version October 25, 2024

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES CC Initials of Authorized Representative of offeror

---

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:

Mansfield Oil Company of Gainesville, Inc.

Address, City, State, and Zip Code:

1025 Airport Parkway SW, Gainesville, GA 30501

Phone Number: (800)695-6626

Fax Number: (678)450-2242

Printed Name and Title of Authorized Representative:

Chris Carter, Sr. Manager Bids & Sales Analytics

Email Address:

mocbids@mansfieldoil.com

Signature of Authorized Representative:



Date: 3/12/2025

Chris Carter  
Sr. Manager Bids & Sales Analytics

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Socioeconomic Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

### 1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

### 1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
  - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
  - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in

compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

### Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

### Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b.** Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200,

Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. DEBARMENT AND SUSPENSION**

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**c. Requirements.**

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
  1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  2. The contract requires the approval of FEMA, regardless of amount.
  3. The contract is for federally-required audit services.
  4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

**d. Suggested Language.** The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

### Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Mansfield Oil Company  
of Gainesville, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Chris Carter, Sr. Manager Bids & Sales Analytics

Name and Title of Contractor's Authorized Official

3/12/2025

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

## 13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **14. CHANGES**

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

#### **15. DHS SEAL, LOGO, AND FLAGS**

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

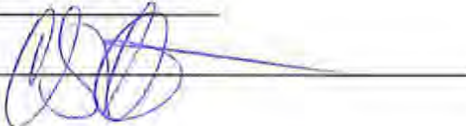
Offeror's Name: Mansfield Oil Company of Gainesville, Inc.

Address, City, State, and Zip Code:  
1025 Airport Parkway SW Gainesville, GA 30501

Phone Number: (800)695-6626 Fax Number: (678)450-2242

Printed Name and Title of Authorized Representative:  
Chris Carter, Sr. Manager Bids & Sales Analytics

Email Address: mocbids@mansfieldoil.com

Signature of Authorized Representative: 

Date: 3/12/2025

**Exhibit G**  
**New Jersey Business Compliance**

---

**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** Mansfield Oil Company of Gainesville, Inc.

**Organization Address:** 1025 Airport Parkway SW Gainesville, GA 30501

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)  Limited Liability Company (LLC)
- Partnership  Limited Partnership  Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Mansfield Energy Corp. 100%	1025 Airport Parkway SW Gainesville, GA 30502
Michael F. Mansfield 70%	1025 Airport Parkway SW Gainesville, GA 30502
Mansfield Family Trust 30%	1025 Airport Parkway SW Gainesville, GA 30502

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Mansfield Energy Corp. 100%	1025 Airport Parkway SW Gainesville, GA 30502
Michael F. Mansfield 70%	1025 Airport Parkway SW Gainesville, GA 30502
Mansfield Family Trust 30%	1025 Airport Parkway SW Gainesville, GA 30502

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Chris Carter	Title:	Sr. Manager Bids & Sales Analytics
Signature:		Date:	3/12/2025

DOC #2

## NON-COLLUSION AFFIDAVIT

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-H</b>
Name of Form:	<b>NON-COLLUSION AFFIDAVIT</b>
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Mansfield Oil Comany of Gainesville, Inc.

**Street:** 1025 Aiport Parkway SW

**City, State, Zip Code:** Gainesville, GA 30501

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

3/12/2025

**Date**

  
**Chris Carter  
Sr. Manager Bids  
& Sales Analytics**  
**Authorized Signature and Title**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Chris Carter  
Sr. Manager Bids & Sales Analytics

Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership       Corporation       Sole Proprietorship

Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

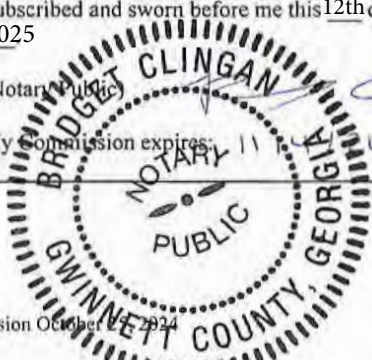
Stockholders:

Name: Mansfield Energy Corp. Home Address: 1025 Airport Parkway SW Gainesville, GA 30501	Name:  Home Address:
Name:  Home Address:	Name:  Home Address:
Name:  Home Address:	Name:  Home Address:

Subscribed and sworn before me this 12th day of March, 2025

(Notary Public)

My commission expires: 11/1/2025



*[Signature]*  
\_\_\_\_\_  
(Affiant)

Chris Carter, Sr. Manager Bids & Sales Analytics  
(Print name & title of affiant)

(Corporate Seal)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 25-S815 for Motor, Aviation, & Bulk & Related Products & Services

VENDOR NAME: Mansfield Oil Comany of Gainesville, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Blank lines for providing details on investment activities.

Duration of Engagement
Anticipated Cessation Date

\*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Handwritten signature of Chris Carter

3/12/2025
Date

Chris Carter, Sr. Manager Bids & Sales Analytics
Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"<sup>1</sup>) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR


B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach Additional Sheets if Necessary.)

  
\_\_\_\_\_  
Signature of Vendor's Authorized Representative

3/12/2025  
\_\_\_\_\_  
Date

Chris Carter, Sr. Manager Bids & Sales Analytics  
\_\_\_\_\_  
Print Name and Title of Vendor's Authorized Representative

58-1091383  
\_\_\_\_\_  
Vendor's FEIN

Mansfield Oil Comany of Gainesville, Inc.  
\_\_\_\_\_  
Vendor's Name

(800)695-6626  
\_\_\_\_\_  
Vendor's Phone Number

1025 Airpot Parkway SW  
\_\_\_\_\_  
Vendor's Address (Street Address)

(678)450-2242  
\_\_\_\_\_  
Vendor's Fax Number

Gainesville, GA 30501  
\_\_\_\_\_  
Vendor's Address (City/State/Zip Code)

mocbids@mansfieldoil.com  
\_\_\_\_\_  
Vendor's Email Address

<sup>1</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MANSFIELD OIL COMPANY OF GAINSVILLE, INC.  
**Trade Name:**  
**Address:** 1025 AIRPORT PKWY S W  
GAINESVILLE, GA 30501  
**Certificate Number:** 0094514  
**Effective Date:** June 24, 1985  
**Date of Issuance:** September 09, 2016

**For Office Use Only:**  
20160909095224937

DOC #9

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

[https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/guidelines/pa.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf)  
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Chris Carter Title: Sr. Manager Bids & Sales Analytics

Signature:  Date: 3/12/2025

## **AFFIRMATIVE ACTION PROGRAM (AAP) AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

Mansfield Oil (“the Company”) pursues a policy of equal employment opportunity and affirmative action. Equal employment opportunity is not only a legal and economic necessity, but also an extension of the Company’s earnest desire to fulfill our role as a responsible citizen in the community. We strive to maintain an environment of social and business responsibility that responds to our employees, customers, suppliers, and communities. To ensure the success of our affirmative action program, we set realistic goals which are then measured and evaluated like other Company programs.

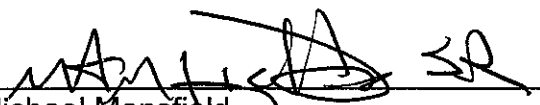
The Company takes affirmative action to implement equal employment opportunities for qualified employees and applicants for employment without regard to race, color, religion, age, sex/gender (including pregnancy, childbirth and related medical conditions), service member status, physical or mental disability, genetic information, citizenship status or national origin. This commitment includes, but is not limited to:

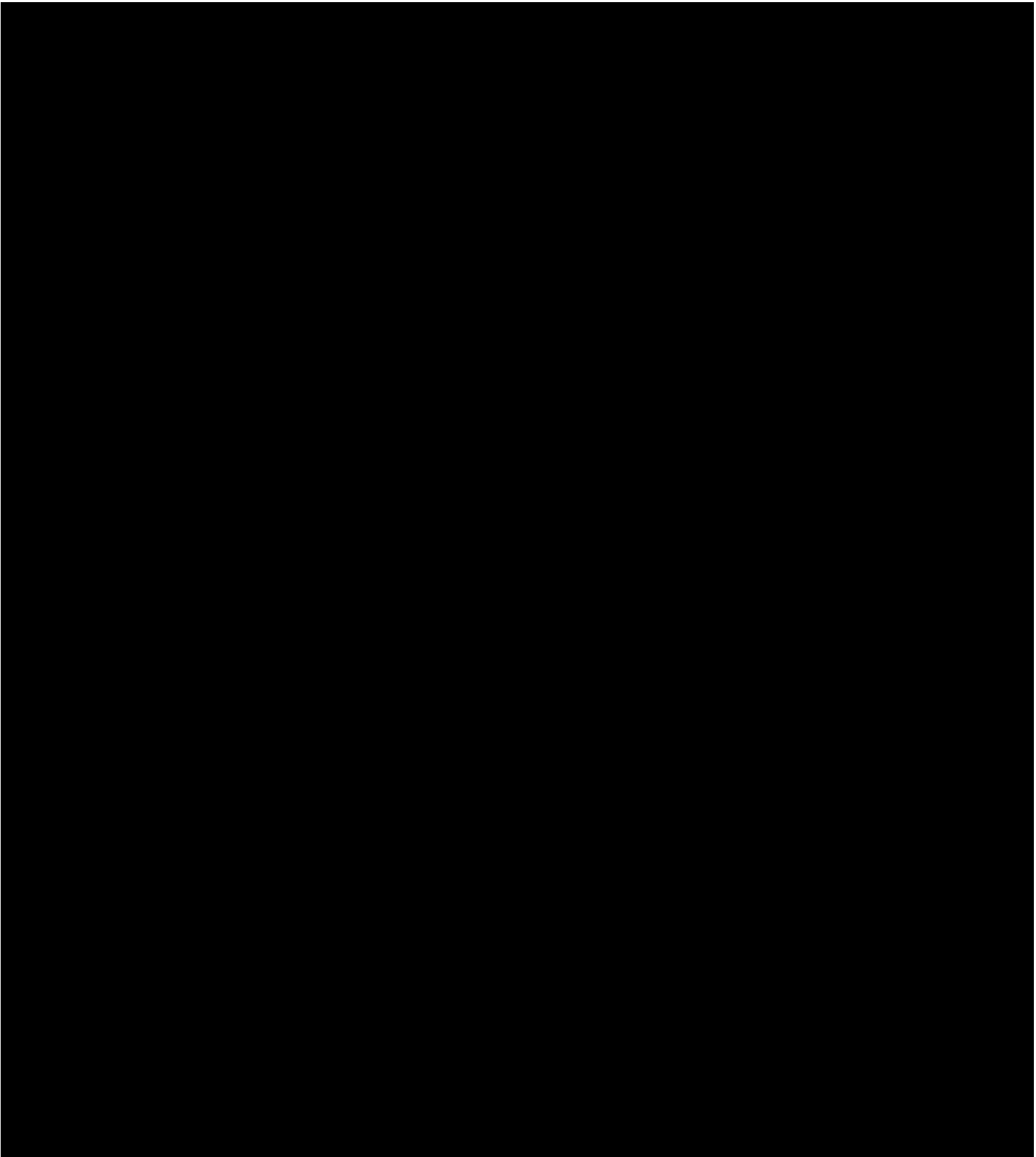
1. Recruiting, hiring, training and promoting persons in all job titles without regard to race, color, religion, age, sex/gender (including pregnancy, childbirth and related medical conditions), service member status, physical or mental disability, genetic information, citizenship status or national origin;
2. Managing employment matters so as to further the principle of equal employment opportunity;
3. Ensuring that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotion;
4. Ensuring that personnel actions such as compensation, benefits, transfer, layoff, Company-sponsored training, educational tuition assistance, and social and recreational programs are administered without regard to race, color, religion, age, sex/gender (including pregnancy, childbirth and related medical conditions), service member status, physical or mental disability, genetic information, citizenship status or national origin.
5. Ensuring that employees are not subject to harassment, intimidation, discrimination or retaliation because they engaged in or may engage in any of the following activities:
  - (a) Filing a complaint;
  - (b) Assisting or participating in an investigation, compliance review, hearing, or any other activity related to Executive Order 11246, the Vietnam Era Veteran’s Readjustment Act of 1974 (VEVRAA), Section 503 of the Rehabilitation Act of 1973 (Section 503) or any other federal, state or local law requiring equal opportunity;

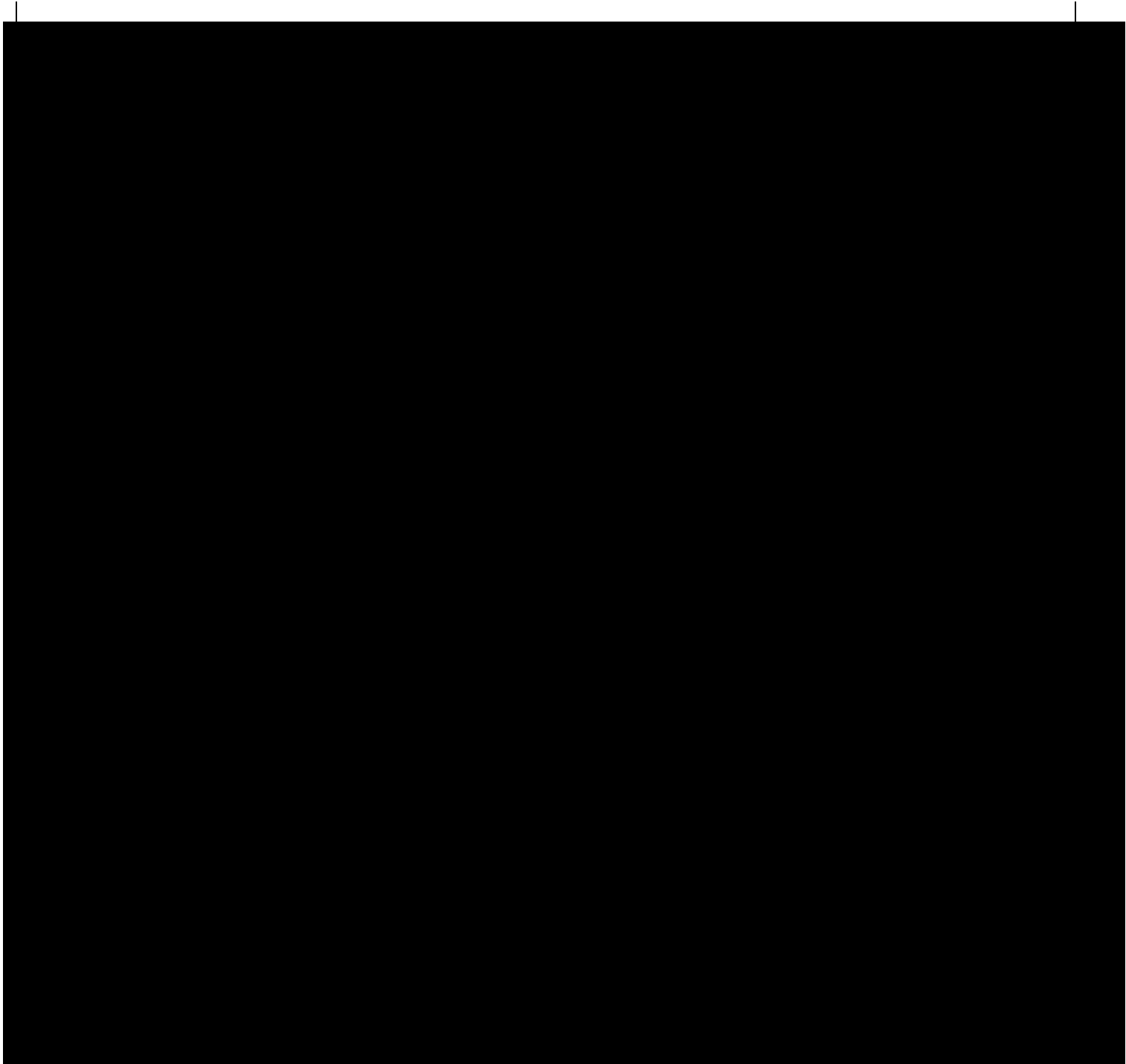
- (c) Opposing any act or practice made unlawful by Executive Order 11246, VEVRAA, Section 503 or any federal, state, or local law requiring equal opportunity;
- (d) Exercising any other right protected by Executive Order 11246, VEVRAA, Section 503 or any other federal, state, or local law requiring equal opportunity.

To accomplish the above aims, the Company established specific accountabilities for carrying out Affirmative Action Policies and Programs. Our Affirmative Action Plan is available for inspection during normal business hours. Please contact Lea Anne Kelley, EEO Coordinator @ 678-450-2046 to make an appointment to review our plan. Each manager is expected to review present and future personnel policies and practices to ensure that equal employment opportunity is being actively implemented and that no employee or applicant for employment suffers from unlawful discrimination because of race, color, religion, age, sex/gender (including pregnancy, childbirth and related medical conditions), service member status, physical or mental disability, genetic information, citizenship status or national origin. Managers are held accountable for taking good-faith efforts to achieve any applicable goals.

The Company established a detailed reporting and monitoring system to measure the achievement of defined goals and reviews the effectiveness of its affirmative action plans at least annually. The Company and its management will further the principles of affirmative action and equal employment opportunity to ensure the full and best utilization of all our employees.

  
Michael Mansfield  
CEO, Mansfield Oil Co.







DOC #10  
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE  
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,  
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 25-S815 for Motor, Aviation, & Bulk & Related Products & Services

VENDOR NAME: Mansfield Oil Comany of Gainesville, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

3/12/2025

Date

Chris Carter, Sr. Manager Bids & Sales Analytics

Print Name and Title

DPP Rev. 12.13.2021

## Section 4 – References and Experience

### Experience

Founded in 1957, Mansfield Oil Company of Gainesville, Inc (Mansfield) is a private family-owned company with a staff of over 1,000 employees throughout its 11 locations. Mansfield's corporate officers consist of CEO Michael Mansfield, Sr; President John Byrd; and Secretary Brad Puryear. In addition to this team, customers benefit from dedicated staff focusing on the company mission to Build Relationships That Matter. Mansfield believes in building and investing in relationships – relationships with one another, suppliers, communities, and of course customers. Everything the company does now and in the future hinges on the quality and durability of the relationships fostered by Mansfield employees.

For over 67 years, Mansfield has provided North America's leading organizations with world-class support and solutions across the energy supply chain. Mansfield enhances customers' supply portfolios through the management of over 350 refinery contracts nationwide. Additionally, the company maintains several redundant sources, including pipeline inventory, rack purchases, and day deals. With offices spread across North America, Mansfield ensures local support, comprehensive coverage, competitive prices, and an uninterrupted supply, all supported by the nation's largest fuel delivery network.

As North America's largest delivered fuel supplier, Mansfield provides leading organizations world-class support and solutions across the energy supply chain. Each year the company delivers 3 billion gallons to 8,000 customers and over 20,000 ship-to's throughout the United States and Canada.

Mansfield's customer portfolio includes some of the largest transportation fleets in the world consisting of leading commercial companies and Federal, State, and Local government entities. These companies and agencies choose Mansfield as their fuel partner due to the company's unmatched scale and market expertise. Customers benefit from Mansfield's supply and distribution network, its transactional management capabilities, and its wealth of fuel management tools and insights in a partnership that ensures the ongoing sustainability of a best-in-class fuel management program.

For fuel supply Mansfield maintains a broad portfolio of procurement optionality to ensure reliable supply and competitive pricing in every market. In Cincinnati and surrounding markets, Mansfield's entire suite of supply options are utilized to meet customer needs. This portfolio includes:

- ▶ **Mansfield Inventory** – Mansfield maintains company-owned inventory in over 90 terminals throughout the United States.
- ▶ **Refinery Contracts** – Mansfield utilizes over 350 refinery contracts including 200 diesel contracts and 150 gasoline contracts.
- ▶ **Rack Purchases** – Mansfield maintains access to 900 different terminal supply points and purchases from over 100 different suppliers and resellers.
- ▶ **Day Deals** – Mansfield enters short-term supply deals to take advantage of real-time market volatility.

This variety of supply points reduces Mansfield's dependency on any one local fuel supply option and enables an optimal balancing of fuel costs. Maintaining diverse procurement sources and contracts ensures reliability and performance during supply chain disruptions. Mansfield's supply chain provides significant security through contracted supply while enabling a fast, flexible approach to take advantage of market opportunities.

#### Experience and Qualifications of Key Employees

- ▶ Dan Luther - VP, Sales
- ▶ Matt Peck - Manager, Sales – Government Sales
- ▶ Tom DeFeo - Manager, Sales – Government Sales

**Dan Luther** has nearly 17 years of experience in downstream petroleum supply and distribution. As VP of Government Sales his team oversees federal, state, and local agency accounts representing about 400,000,000 gal of demand per year. Prior to sales, Dan held a variety of roles in supply and distribution including refined products and alternative fuels contract negotiation, bulk inventory purchasing and trading, and financial risk management.

**Matt Peck** has over 11 years of experience at Mansfield and has worked in a variety of departments from Risk Management, managing card services, managing government operations, Government Sales and most recently, Government New Business Sales Manager He manages several of Mansfield's largest and most comprehensive government accounts including statewide services contracts, some of the nation's largest transit agencies, and a variety of other government accounts. Given Matt's extensive background with Mansfield he maintains a vast knowledge of systems and processes with relationships across Mansfield's departments, regional offices, and subsidiaries.

**Tom DeFeo** has over 11 years of experience in the fuel industry, specializing in customer relations and cultivating business development opportunities for customers of various industries and scale. His focus on enhancing communication between internal and external customers, facilitating prompt responsiveness to inquiries and concerns, and educating customers about the fuel industry has resulted in the implementation of strategic resolutions for improved customer satisfaction and business growth. Tom also has experience pertaining to accounts associated with Consignment Fuel Programs and Fuel Systems & Services.

#### Government Sector Experience

In addition to the information already provided, Mansfield's government sector sales account for 13% of Mansfield's fuels sales over past 3 years. Mansfield holds multiple national, state, and local cooperative purchasing contracts.

Other national cooperative contracts include Sourcewell and National Cooperative Purchasing Alliance (NCPA). State cooperative contracts include the Commonwealth of Virginia, State of South Carolina, State of North Dakota, and the State of Louisiana among others.

Mansfield also serves large transits in Denver, Chicago, Philadelphia, and New Jersey, in addition to directly serving various cities like the City of Philadelphia.

## Social Diversity Initiatives

Mansfield's Diverse Business Development (DBD) Program helps customers fulfill their Tier 1 and Tier 2 diversity spend requirements by giving unparalleled access to the fuel management capabilities of both Mansfield Energy and its network of DBE partners (MBE, WBE, DBE, SBE, SDVOSB, etc.). Mansfield offers the expertise and bandwidth necessary to provide comprehensive solutions while partnering with and strengthening DBE partners.

Whether purchasing fuel in bulk or tank wagon quantities, buying retail or consigned – the DBD Program leverages Mansfield's operational support and experience to execute even the most complex fuel management strategies.

Mansfield works with over 1,200 fuel delivery partners across North America, including a wide array of certified diverse business partners.

By leveraging Mansfield's DBE fueling network, customers can be assured of receiving competitive fuel pricing, quality service, and industry-leading digital integration at every step.

## Litigation, Bankruptcy, Reorganization, and Investigations

Mansfield does not have any litigation, bankruptcy, reorganization, or investigations that are material to the well-being of the company.

## References

### Similar Experience

Mansfield's suite of service offerings currently supports several state-wide bulk fuel and related services contracts across the United States:

- ▶ **State of South Carolina, SC:**  
Thomas (Tige) D. Howie III  
State Fleet Manager, State Fleet Management  
Division of State Agencies Support Services  
The South Carolina Department of Administration  
(803) 737-1502  
Thomas.Howie@admin.sc.gov

Value: Approximately \$78 million/year

Type: State

Duration: 5/5/2017-5/04/2024 and 5/05/2024-5/04/2027

Services: Mansfield supplies and delivers 6 million gallons annually of Bulk Fuel and Consignment and provides 25 million gallons annually of fuel through Fleet Cards. In total, Mansfield offers FTL & LTL Fuel Supply, Consigned Fuel, Fleet Cards, Product Quality Management, Inventory Management, and Fuel Systems Repair, Maintenance, and Builds to the State of South Carolina.

▶ **Commonwealth of Virginia, VA:**

Carl Loveland  
Business Manager  
OFMS, Virginia  
(757) 566-8657  
Carl.Loveland@dgs.virginia.gov

Value: Approximately \$56 million/year

Type: State

Duration: 1/6/2023-1/5/2026

Services: Mansfield supplies and delivers of 12.6 million gallons annually in Bulk Fuel, Tank wagon, and DEF and provides 13.6 million gallons annually of fuel through Fleet Cards. Mansfield also assists with Inventory Management and Fuel Site Repair and Maintenance.

▶ **State of Louisiana, LA:**

James Desormeaux  
Director, General Services  
(225) 342-3455  
James.Desormeaux@la.gov

Value: Approximately \$65 million/year

Type: State

Duration: current contract 7/1/2023-2/10/2027, incumbent vendor since 2008

Services: Mansfield supplies and delivers approximately 22 million gallons annually in Bulk Fuel, Consigned Fuel, and Fleet Cards. Mansfield also assists with Inventory Management and Fuel Site Repair and Maintenance.

▶ **State of North Dakota, ND:**

Darko Draganic  
State Fleet Director  
(701) 328-9128  
DDraganic@nd.gov

Value: Approximately \$13 million/year

Type: State

Duration: 7/1/2020-6/30/2025, with renewals remaining

Services: Mansfield supplies and delivers 4.4 million gallons annually of Bulk Fuel and Bulk DEF, and Fleet Cards to the State of North Dakota. Mansfield also assists with Inventory Management, Product Quality, providing Consigned Fuel, and Fuel Systems Repair, Maintenance, and Builds.

▶ **State of Minnesota, MN:**

Jack Moore  
Acquisition Management Specialist  
State of Minnesota  
(651) 201-2427  
Jack.Moore@state.mn.us

Value: Approximately \$35 million/year

Type: State

Duration: 1/6/2015-1/5/2024 and 2/1/2025-1/31/2026 (annual contracts)

Services: Mansfield supplies and delivers approximately of 8.2 million gallons annually in bulk fuel and LTL and administers an overall product quality plan and price risk management plan for the State and Clients.

## Section 5 – Value Added Products and Services

### Price Risk Management

Mansfield can execute price lock or risk management programs to lock fuel prices for any agency participating in the OMNIA contract. Mansfield can lock in fuel purchases at a fixed price for a designated period to provide budget certainty and/or eliminate price volatility.

When developing a price lock or risk management program, communication is perhaps the single most vital aspect to develop a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities. Mansfield often works with customers to understand their budgetary goals and market risk tolerance to tailor a program that best fits the customer's needs.

Flexibility is also very important. To that end, Mansfield possesses robust and open-ended fixed pricing options. For example, there are few restrictions on timeframe or volume targets, so most contract terms or quantities are achievable. Additionally, Mansfield's program allows customers the flexibility to secure fixed pricing in one lump sum or layer in purchases at different points when pricing in the marketplace best fits a participant's hedging program. Further, Mansfield offers flexibility between monthly or annual term fixed quantities, offering the option at the time of the lock to choose between being billed for a certain number of fixed gallons per month or per year before any gallons beyond the firm commitment switch back to OPIS pricing.

### Fuel Systems & Services

If your equipment can't get fuel, your business grinds to a halt. Don't let damaged or broken fuel systems slow down your business. Mansfield offers 24/7 customer service, so you get immediate solutions to your fuel challenges. Whether it's troubleshooting, scheduling repairs, monitoring tank conditions, or testing fuel quality, you can count on Mansfield to keep your fueling systems clean, environmentally compliant, and in good working order.

- ▶ **Inventory Management** – Eliminate runouts with detailed inventory tracking and scheduled deliveries. Mansfield monitors every location to track the receipt of products, dispersals, and daily inventory levels for managing inventory and initiating deliveries. This gives customers visibility into tank activity to ensure they always have the fuel they need.
- ▶ **Environmental Compliance Testing & Reporting** – When it comes to every specific environmental and state regulation, Mansfield experts stay abreast of all details, so you don't have to. We ensure your systems are designed, built, and maintained in full compliance with all appropriate regulations.
- ▶ **Fuel System Design-Build Services** – Mansfield provides experienced project management for construction and equipment rollouts. Our team executes seamless, enterprise-wide implementations with a keen eye for every detail.
- ▶ **DEF Equipment Solutions** – Not only can Mansfield supply Diesel Exhaust Fluid (DEF), Mansfield offers a broad range of DEF storage and dispensing equipment solutions. Mansfield is fully equipped to support your design-build, including totes, bulk storage, underground tanks, dispensers and accessories.

- ▶ **Fuel Quality Management** – Mansfield offers fuel testing, tank cleaning, fuel system monitoring, and a proactive additive program to ensure your fuel is in tip-top shape all year round.

## Fleet Card Services

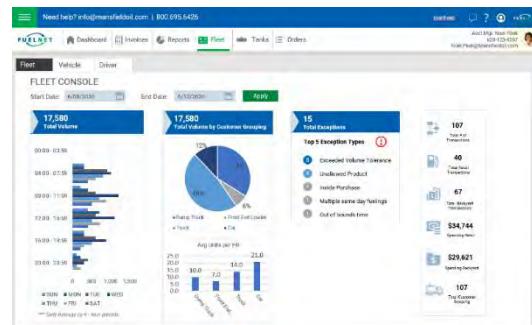
You're in control of your fuel usage when you choose a Mansfield Fleet Card. Mansfield experts will help you select the right card for your business, balancing cost savings, driver convenience, and optimal controls.

- ▶ **Mansfield Card Selection** – Mansfield works with all major fleet card brands including WEX, EFS, Voyager, CFN, FuelMan, ComData, HuskyPRO, and more.
- ▶ **Fuel Management at Your Fingertips** – No matter what card is right for your operations, Mansfield consolidates all of your purchasing data onto a single platform via its online FuelNet portal, enabling customers to easily manage every aspect of their fueling program.
  - ▶ Set fueling controls
  - ▶ Monitor consumption
  - ▶ Track and reward driver compliance
  - ▶ Manage driver and vehicle efficiency
  - ▶ Validate costs and savings
- ▶ **Fleet Card Program Benefits** – For fleets with 25 to 50,000 vehicles, Mansfield partners with leading fleet card networks to prescribe the optimal card solution for whole fleet or specific locations.
  - ▶ Customized card limits
  - ▶ Nationwide acceptance
  - ▶ Fuel program consolidation
  - ▶ 24/7 customer services
  - ▶ Benchmarking analysis
  - ▶ Level III insights across all fuel modes
  - ▶ Proprietary discounts

## Online Portal and Data Access

Mansfield believes in taking cost and complexity out of the fuel supply chain with a focus and investment on technology. Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet.

FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view:



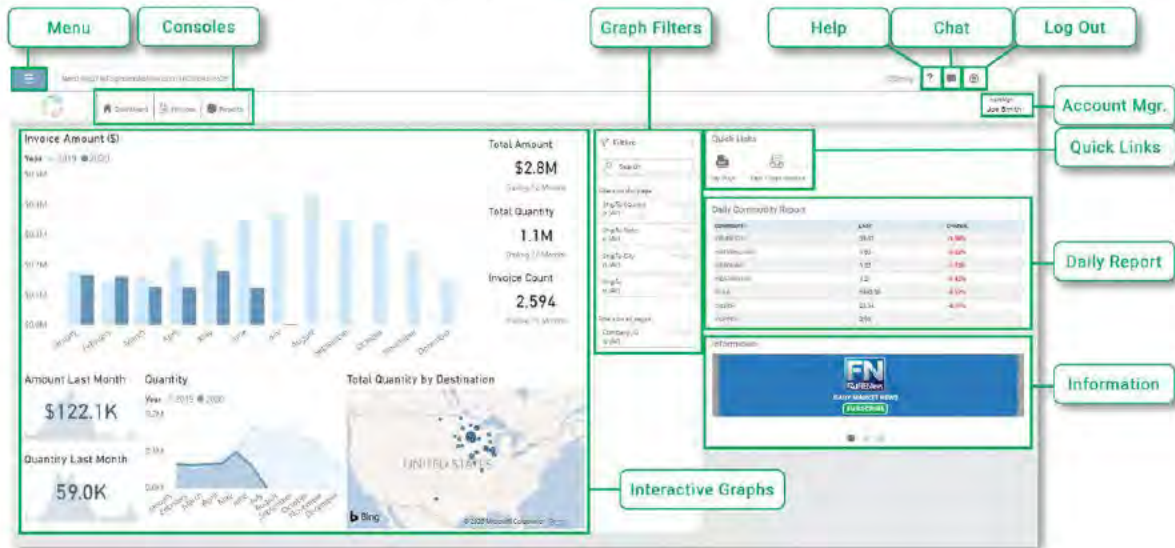
- ▶ Invoices, PODs, & Transaction Data
- ▶ Tax Summaries & Reporting
- ▶ Online Ordering & Inventory Management
- ▶ Contract Performance Metrics

FuelNet aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single [dashboard](#) (Mansfield can provide access to OMNIA representatives directly upon request. Credentials will need to be created and a demo can be provided). Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF invoices.



Invoice	Invoice No.	Invoice Date	Invoice Type	Invoice Status	Invoice Type	Invoice Date
Invoice	DOC 11111111111111111111	11/11/2019	DEF	Completed	Completed	11/11/2019
Invoice	DOC 11111111111111111111	11/11/2019	DEF	Completed	Completed	11/11/2019
Invoice	DOC 11111111111111111111	11/11/2019	DEF	Completed	Completed	11/11/2019
Invoice	DOC 11111111111111111111	11/11/2019	DEF	Completed	Completed	11/11/2019
Invoice	DOC 11111111111111111111	11/11/2019	DEF	Completed	Completed	11/11/2019
Invoice	DOC 11111111111111111111	11/11/2019	DEF	Completed	Completed	11/11/2019

In addition to using the comprehensive analytics and fuel management tools, customers can also track and monitor fuel transactional data via the Reports Console.



### Emergency Response Program

- ▶ **Plan for the Unexpected** – When a hurricane or tornado hits certain areas, the local fuel supply may be cut off or become limited. This can cause fuel prices to skyrocket while lines grow at retail gas stations. Government agencies depend on keeping vehicles or stationary generators operating, and they can rely on Mansfield's Emergency Response Program to provide them with the fuel they need, when they need it most.

Mansfield's extensive network of carriers and supply points all the Mansfield Team to quickly jump into action amid an emergency and keep customers up and running.

- ▶ **Flexible Program** – Mansfield's Emergency Response Program offers flexible components, allowing members to design the program according to their needs. The program can include temporary fuel storage tanks, dedicated assets and supplies, and retail fleet cards.

## Diesel Exhaust Fluid (DEF)

- ▶ **Can You Be Confident in Your DEF Supply** – Your equipment required DEF to run, but the DEF supply chain has been upended by outages, disruptions, and more. With Mansfield, customers will receive the critical DEF they need to stay operational.
- ▶ **What Sets Mansfield Apart?** – Mansfield’s logistical expertise means unparalleled transparency and control in customers DEF supply chain. With an extensive DEF supply network, Mansfield ensures supply allocations at every primary supply point in North America. In addition, Mansfield has been at the forefront of supply and logistics since the very beginning of North America’s DEF industry.

**REQUEST FOR PROPOSAL RFP FOR  
MOTOR, AVIATION, & BULK FUELS & RELATED PRODUCTS &  
SERVICES**

**SOLICITATION NUMBER  
RFP 25-S815**

**PUBLICATION DATE  
February 4, 2025**

**QUESTIONS SUBMITTED BY  
February 19, 2025, 2:00 pm CT**

**SUBMITTAL DUE DATE AND TIME:  
Thursday, March 13, 2025, 2:00pm CT**



Competitive solicitation by Region 14 Education Service Center  
on behalf of itself and other government agencies  
and made available through OMNIA Partners, Public Sector, Inc.

**NOTICE TO SUPPLIER:** When partnering with OMNIA Partners, Region 14 uses Bonfire (<https://omniapartners.bonfirehub.com>) to advertise solicitations, manage supplier questions, receive submittals and manage submittal evaluations. Questions regarding this solicitation must be submitted through Bonfire using the Ask a Question button and should be submitted before the questions due date time stated herein. Answers to questions will be posted in Bonfire approximately one week prior to the submittal due date and time.

**Public Opening:** Submittals will remain sealed by Bonfire until the submittal due date and time specified herein. Submittals received outside of Bonfire will not be accepted. At the due date and time listed, or modified via addenda, submittals will be opened, read aloud publicly and suppliers' names recorded via the virtual meeting below.

**Meeting URL:** <https://zoom.us/j/95844103234>

**Call In #:** (646) 931-3860

**Meeting ID:** 958 4410 3234

## **I. INTRODUCTION**

---

It is the intention of Region 14 Education Service Center (herein “Region 14 ESC”) to establish a contract for Motor, Aviation, and Bulk Fuels and Related Product and Services for use by Region 14 ESC and other public agencies supported under this contract. The intent of the anticipated resulting contracts of this solicitation is to generate more comprehensive Motor, Aviation, and Bulk Fuels and Related Product and Services solutions contracts replacing the need for later re-solicitations of other Region 14 ESC Fuel contracts including: Bulk Fuel. Both current and new Motor and Aviation Fuels, and Related Products and Services, and Bulk Fuels, and related suppliers are strongly encouraged to submit.

Region 14 ESC aims to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited contract offering products and services to public agencies;
- Achieve cost savings for public agencies and suppliers through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of public agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of public agencies and suppliers through best in class purchasing procedures.

### **Region 14 Education Service Center (“Region 14 ESC”)**

Region 14 ESC schools are called Rural West Texas Schools that serve over 50,000 students in 42 school districts located in 13 counties which make up Region 14. Services are delivered to more than 3,900 professional educators and over 200 administrators who impact the lives of all of our children on 160 campus sites. There are seven institutions for higher learning including 3 universities, 3 colleges, and 1 technical college in Region 14.

### **National Contract**

Region 14 Education Service Center (ESC), as the Principal Procurement Agency, defined in Appendix B, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”) to make the resultant contract (also known as the “**Master Agreement**” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. The Region 14 Education Service Center is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “**Participating Public Agency**”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Appendix B, or as otherwise agreed to. Appendix B contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners’ public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA

Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Appendix B).

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Motor, Aviation, and Bulk Fuels, and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$200M. This projection is based on the current annual volumes among the Region 14 Education Service Center, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

---

## II. SCOPE

---

The general scope of this RFP includes, but is not limited to; finished motor gasoline, finished aviation gasoline, Kerosene-Type Jet Fuel, Distillate Fuel Oil for on-highway and off-highway diesel engines, Renewable Diesel, Biodiesel, Diesel Exhaust Fluid, alternative fuel solutions, and related products, services, and solutions (collectively “Motor, Aviation, and Bulk Fuels and Related Products and Services”). This scope of Motor, Aviation, and Bulk Fuels and Related Product and Services covered by this RFP is intended to be broad and inclusive of all motor and aviation fuels, bulk fuels and related products and services used by Participating Public Agencies. Suppliers are required to abide by all federal, state and regulatory requirements in the provision of motor, aviation, and bulk fuels, and related products, services, and solutions to Participating Public Agencies.

- ◆ Supplier shall perform and provide these products and/or services under the terms of this agreement. Supplier shall assist the end user with making a determination of their individual needs.
- ◆ Products and Quality
  - Supplier will confirm and detail that products offered under this contract meet Federal and State Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA), attainment, and nonattainment area guidelines. The Clean Air Act requires EPA to regulate fuels and fuel additives for use in motor vehicles, motor vehicle engine, or nonroad engine or nonroad vehicle if such fuel, fuel additive or any emission products causes or contributes to air or water pollution that may endanger the public health or welfare. EPA must also address emission products of such fuel or fuel additives that may impair any emission control devices used on vehicles or engines to reduce harmful emissions. All petroleum products and services offered within the proposal shall be the sole responsibility of the awarded Supplier.
  - All fuels and fuel additives are required to be registered with the EPA under [40 CFR Part 79](#). The fuel and fuel additives are regulated under [40 CFR Part 80](#) (“Regulation of Fuels and Fuel Additives”). Supplier will confirm that products offered meet this requirement.
- ◆ Warranty
  - Products
    - Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects and meet Federal and State requirements.
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Products must be warrantied against all contaminants and/or water.
    - Life expectancy of Product under normal storage conditions
    - Detailed information as to proposed return policy on all equipment
  - Equipment

- Supplier will ensure that any/all storage and/or dispensing units/pumps and services performed be of a good and workmanlike manner and in accordance with industry standards for the delivery, installation, maintenance and/or service and equipment provided.
- ◆ The following is a list of suggested, but not limited to, motor, aviation, bulk fuel, and related products, services, and category solutions; finished motor gasoline, finished aviation gasoline, kerosene-type jet fuel, distillate fuel oil for on-highway and off-highway diesel engines, oxygenated fuels program reformulated gasoline (OPRG), reformulated gasoline (RFG)renewable diesel, biodiesel, diesel exhaust fluid, fuel additives, renewable natural gas, natural gas liquids, hydrogen fuel, de-icing agent, and alternative fuel solutions.
- ◆ Balance of Line - Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for motor, aviation, and bulk fuels and related products and services. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be entered on the Price Page in the Complete Product Offering/Balance of Line section/in the offeror's response to the Price Proposal section of the Proposal Evaluation Requirements. Region 14 ESC reserves the right to accept or reject any or all balance of line items offered.

### III. INSTRUCTIONS TO SUPPLIERS

---

#### 1. Submission of Response.

- Responses shall be received electronically no later than the submittal due date and time via Bonfire at <https://omniapartners.bonfirehub.com/>.
- Bonfire will not accept any responses after the specified due date and time.
- Only responses received via Bonfire will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Proposals may be rejected for failure to comply with the requirements set forth in this solicitation.

**2. Required Proposal Format.** Responses shall be submitted electronically via Bonfire. Separate files should be used to separate the proposal into sections, as identified below. Suppliers failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all sections, with the exception of Section 2 – Pricing, be submitted in Portable Document Format (PDF). Pricing may be submitted separately in an alternate format (e.g. xlsx, xls, csv).

#### **Sections**

Section 1 – Signature Form

Section 2 – Pricing

Section 3 – Ability to Perform, including response to the national program (Appendix B)

Section 4 – References and Experience

Section 5 – Value Added Products and Services

Section 6 – Required Documents (Appendix A)

**3. Additional Agreements.** If a supplier requires an additional agreement, a copy of the proposed agreement must be included with the proposal under Appendix A.

**4. Deviations and Exceptions.** Deviations or exceptions stipulated in a supplier's response may result in disqualification. It is the intent of Region 14 ESC to award a supplier's complete line of products and/or services, when possible. A response to the solicitation is an offer to contract with Region 14 ESC based upon the contract provisions contained in this solicitation, including but not limited to, the specifications, scope of work and any terms and conditions. Suppliers who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the solicitation cannot be modified without the express written approval of Region 14 ESC. If contract provisions are not expressly approved in writing by Region 14 ESC, the contract provisions contained in the solicitation shall prevail.

#### **5. Disclosures.**

- Supplier affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The supplier affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain

any favoritism that would in any way limit competition or give an unfair advantage over other suppliers in the award of this contract.

**6. Withdrawal of Response.** After submittal due date and time, withdrawal of a response will not be allowed for a period of 120 days. Pricing will remain firm for 120 days from submittal.

**7. Open Records Policy.** Region 14 ESC is a governmental entity. Responses submitted are subject to release as public information after contracts are executed. If a supplier believes that its response, or parts of its response, may be exempted from disclosure, the supplier must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the supplier must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the supplier are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any supplier. Supplier is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

**8. Multiple Awards.** Multiple contracts may be awarded as a result of the solicitation. Multiple awards will ensure that any resulting contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

**9. Protest.** A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester;
- Original signature of protester or its representative;
- Identification of the solicitation by RFP number;
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

## **IV. Region 14 – TERMS AND CONDITIONS**

---

**Assignment.** Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

**Audit Rights.** Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

**Construction.** Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

**Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**Franchise Tax.** The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

**Funding.** A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated

or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**Indemnity.** The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

**Insurance.** Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

**Legal Obligations.** It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**Non-Exclusive Contract.** This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

**Permits.** Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

**Price Increases.** Should it become necessary, price increase requests may be submitted at any point during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

**Products.** Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

**Products and Services Additions.** New products and/or services may be added to the contract at any time during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

**Safety.** Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

**Tax Exempt Status.** Knowing the tax laws in each state is the sole responsibility of the supplier.

**Term and Renewal.** The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

**Termination.** This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

**Waiver.** Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

## V. EVALUATION

Region 14 ESC will evaluate proposals in accordance with the criteria outlined in the solicitation subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. Award(s) will be made to the prospective supplier(s) whose response is determined to be the most advantageous.

Supplier's proposal should include the following for Region 14 ESC's evaluation:

### A. Availability of Products and Pricing (40 points)

1. Supplier will provide pricing for products, services, warranties, etc. supplier proposes to offer. Product pricing is in connection with Oil Price Information Service (OPIS) (<https://www.opisnet.com>). Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.
  - a. Any discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.
  - b. Submit pricing as OPIS average + \$X.XX differential. List and explain applicable tax, delivery and/or freight fees. Pricing should reflect load size and any related load fees. Indicate which load sizes for fuel are available, to include but not limited to: Bobtail Load, Short Transport Load, Tank Wagon Load, Transport Load, Split Load.
  - c. On a separate worksheet/page, Supplier will provide the list of any products, services, or software that OPIS pricing is not applicable to. List MSRP and discount (ceiling/not to exceed price).
  - d. Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.
  - e. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.
2. List all categories along with the manufacturer Supplier is responding with.
3. Describe ability to provide any of the following services: Consigned Fuel Supply, Optional Fuel Purchases, Price Lock Plan.
4. Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category,

- while changes in individual pricing may change, the category discounts should not change over the term of the contract.
5. Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
  6. Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.
  7. Do all products meet Federal and State Texas Commission on TCEQ and EPA, attainment, and nonattainment area guidelines? Provide product details.
  8. Describe computer programs and management systems utilized and detail any internal and external audit controls.
  9. Describe Supplier's ability to deliver within 24 hours and no later than 48 hours.
  10. Does Supplier have their own transport vehicles or do they subcontract?
  11. Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Purchase orders and payment can only be made to the awarded supplier or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.
  12. Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.
  13. Describe any Leasing/Financing programs.
  14. Describe how customers verify they are receiving the correct contract pricing.
  15. Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.
  16. Describe how future product introductions will be priced and align with contracting pricing proposed.
  17. Provide any additional information relevant to this section.

**B. Ability to Perform (30 points)**

18. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
19. The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.
20. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

21. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).
22. List types of fuel grades offered (Biodiesel, diesel, aviation, jet, reformulated gasoline, conventional gasoline, etc.)
  - a. What is the range from terminals?
  - b. How are deliveries scheduled?
  - c. How are tax exempt agencies handled?
  - d. List all applicable certifications.
23. Provide a list of states that supplier can do business in.
24. What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.
25. Describe how supplier responds to emergency orders.
26. What is supplier's average Fill Rate?
27. Describe supplier's return and restocking policy.
28. Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.
29. Describe any extended warranty programs or service maintenance programs.
30. The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.
31. Describe supplier's contract implementation/customer transition plan.
32. Describe the financial condition of supplier.
33. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
34. Describe the supplier's safety record.
35. Describe technology used to support the contract.
36. Provide any additional information relevant to this section.

**C. References and Experience (20 points)**

1. Provide a brief history of the supplier, including year it was established and corporate office location.
2. Describe supplier's reputation in the marketplace.
3. Describe supplier's reputation of products and services in the marketplace.
4. Describe the experience and qualification of key employees.
5. Describe supplier's experience working with the government sector.
6. Describe any social diversity initiatives.
7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
9. Provide any additional information relevant to this section.

**D. Value Added Products/Services (10 points)**

1. Provide any additional information related to products, services, and solutions supplier proposes to enhance product, service, and solution offerings and add value to the contract.
2. Provide any additional equipment offerings: used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.
3. Describe any equipment reconditioning and recertification offerings.

**E. Clarifications/Discussions.** Region 14 ESC may request additional information or clarification from any of the suppliers after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give supplier an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those supplier's whose proposals are determined to be reasonably susceptible of being selected for award. Region 14 ESC will not assist supplier in bringing its proposal up to the level of other proposals through clarifications or discussions. Region 14 ESC will not indicate to supplier a cost or price that it must meet to obtain further consideration, nor will it provide any information about other suppliers' proposals or prices.

**F. Competitive Range or Shortlist.** It may be necessary for Region 14 ESC to establish a competitive range or shortlist. Responses not in the competitive range or shortlist do not receive further award consideration. Region 14 ESC may determine establishing a competitive range or shortlist is not necessary. Inclusion in the competitive range or shortlist does not constitute a contract award. Should a competitive range or shortlist be used, further evaluation and scoring to determine contract award will be used.

**G. Oral Presentations/Interviews.** Region 14 ESC reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, Region 14 ESC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Region 14 ESC shall not reimburse the supplier for costs associated with the interview process.

**H. Contract Negotiations.** Exclusive or concurrent negotiations may be conducted with responsible supplier(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Suppliers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing suppliers. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful supplier. In the event Region 14 ESC deems that negotiations are not progressing; Region 14 ESC may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiation with the next most qualified supplier(s).

**I. Past Performance.** Past performance is relevant information regarding a supplier's actions under previously awarded contracts; including the administrative aspects of performance; the supplier's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the supplier's businesslike concern for the interests of the customer. Past performance will be considered in the evaluation of the responses.

## Section 6 – Required Documents (Appendix A)

Mansfield has attached with this proposal the required documentation, and is able to provide additional information upon request.

## **Appendix A – Required Documents**

---

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

<b>Company</b>	<b>Contact</b>	<i>Dan Luther</i>
<u>Mansfield Oil Comany of Gainesville, Inc.</u>		_____ <b>Signature</b>
_____		<u>Dan Luther</u> <b>Printed Name</b>
<b>Address</b>		<u>VP Government Sales</u> <b>Position with Company</b>
<u>1025 Aiport Parkway SW</u>		
<u>Gainesville, GA 30501</u>	<b>Official Authorizing Proposal</b>	<i>Chris Carter</i>
_____		_____ <b>Signature</b>
<b>Phone</b>	<u>(800)695-6626</u>	<u>Chris Carter</u> <b>Printed Name</b>
<b>Fax</b>	<u>(678)450-2242</u>	<u>Sr. Manager Bids &amp; Sales Analytics</u> <b>Position with Company</b>






# Appendix A Doc 1 for 25-S815 Motor Aviation Fuels

Final Audit Report

2025-03-13

Created:	2025-03-13
By:	Sarah Fountain (sfountain@mansfieldoil.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC3_X9DaLEECcFjfvca57Pd83b5-AbiVG

## "Appendix A Doc 1 for 25-S815 Motor Aviation Fuels" History

-  Document created by Sarah Fountain (sfountain@mansfieldoil.com)  
2025-03-13 - 4:05:17 PM GMT
-  Document emailed to Dan Luther (DLuther@mansfieldoil.com) for signature  
2025-03-13 - 4:05:48 PM GMT
-  Email viewed by Dan Luther (DLuther@mansfieldoil.com)  
2025-03-13 - 4:56:51 PM GMT
-  Document e-signed by Dan Luther (DLuther@mansfieldoil.com)  
Signature Date: 2025-03-13 - 4:57:08 PM GMT - Time Source: server
-  Agreement completed.  
2025-03-13 - 4:57:08 PM GMT

## Implementation of House Bill 1295

### Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

#### Electronic Filing Application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Mansfield Oil Company of Gainesville, Inc Gainesville, GA United States	<b>CERTIFICATION OF FILING</b>  Certificate Number: 2025-1277409  Date Filed: 03/05/2025  Date Acknowledged:
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> OMNIA Partners	

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 RFP 25-S815  
 MOTOR, AVIATION, & BULK FUELS & RELATED PRODUCTS & SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Chris Carter, and my date of birth is 06/27/1985

My address is 1025 Airport Parkway SW, Gainesville, GA, 30501, US  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hall County, State of Georgia, on the March day of 2025  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
(Declarant)

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Chris Carter, as an authorized representative of


Mansfield Oil Comany of Gainesville, Inc., a contractor engaged by  
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

  
\_\_\_\_\_  
Signature of Named Authorized Company Representative

3/12/2025  
\_\_\_\_\_  
Date

## Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states, districts, and territories may be found at <http://www.usa.gov/state-governments> and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BONANAZA, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BROOKINGS, OR  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
 CITY OF COTTAGE GROVE, OR  
 CITY OF DONALD, OR  
 CITY OF EUGENE, OR  
 CITY OF FOREST GROVE, OR  
 CITY OF GOLD HILL, OR  
 CITY OF GRANTS PASS, OR  
 CITY OF GRESHAM, OR

CITY OF HILLSBORO, OR  
 CITY OF INDEPENDENCE, OR  
 CITY AND COUNTY OF HONOLULU, HI  
 CITY OF KENNER, LA  
 CITY OF LA GRANDE, OR  
 CITY OF LAFAYETTE, LA  
 CITY OF LAKE CHARLES, OR  
 CITY OF LEBANON, OR  
 CITY OF MCMINNVILLE, OR  
 CITY OF MEDFORD, OR  
 CITY OF METAIRIE, LA  
 CITY OF MILL CITY, OR  
 CITY OF MILWAUKIE, OR  
 CITY OF MONROE, LA  
 CITY OF MOSIER, OR  
 CITY OF NEW ORLEANS, LA  
 CITY OF NORTH PLAINS, OR  
 CITY OF OREGON CITY, OR  
 CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT

ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT

LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNN DYLAN, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT

RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA

CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,  
OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA

WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
AUTHORITIES, RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE EXTENSION  
DISTRICT, OR  
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,  
OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,  
OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,  
OR  
APPEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,  
OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT, OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR  
AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR  
BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
BANDON CRANBERRY WATER CONTROL DISTRICT,  
OR  
BANDON R.F.P.D., OR  
BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT, OR  
BASIN TRANSIT SERVICE TRANSPORTATION  
DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BAY AREA HEALTH DISTRICT, OR  
BAYSHORE SPECIAL ROAD DISTRICT, OR  
BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
BEAVER CREEK WATER CONTROL DISTRICT, OR  
BEAVER DRAINAGE IMPROVEMENT COMPANY,  
INC., OR  
BEAVER SLOUGH DRAINAGE DISTRICT, OR  
BEAVER SPECIAL ROAD DISTRICT, OR  
BEAVER WATER DISTRICT, OR  
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD  
DISTRICT, OR  
BEND METRO PARK AND RECREATION DISTRICT  
BENTON S.W.C.D., OR  
BERNDT SUBDIVISION WATER IMPROVEMENT  
DISTRICT, OR  
BEVERLY BEACH WATER DISTRICT, OR  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,  
LA  
BIG BEND IRRIGATION DISTRICT, OR  
BIGGS SERVICE DISTRICT, OR  
BLACK BUTTE RANCH DEPARTMENT OF POLICE  
SERVICES, OR  
BLACK BUTTE RANCH R.F.P.D., OR  
BLACK MOUNTAIN WATER DISTRICT, OR  
BLODGETT-SUMMIT R.F.P.D., OR  
BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
BLUE RIVER PARK & RECREATION DISTRICT, OR  
BLUE RIVER WATER DISTRICT, OR  
BLY R.F.P.D., OR  
BLY VECTOR CONTROL DISTRICT, OR  
BLY WATER AND SANITARY DISTRICT, OR  
BOARDMAN CEMETERY MAINTENANCE DISTRICT,  
OR  
BOARDMAN PARK AND RECREATION DISTRICT  
BOARDMAN R.F.P.D., OR  
BONANZA BIG SPRINGS PARK & RECREATION  
DISTRICT, OR  
BONANZA MEMORIAL PARK CEMETERY DISTRICT,  
OR  
BONANZA R.F.P.D., OR  
BONANZA-LANGELL VALLEY VECTOR CONTROL  
DISTRICT, OR  
BORING WATER DISTRICT #24, OR  
BOULDER CREEK RETREAT SPECIAL ROAD  
DISTRICT, OR  
BRIDGE R.F.P.D., OR  
BROOKS COMMUNITY SERVICE DISTRICT, OR  
BROWNSVILLE R.F.P.D., OR  
BUELL-RED PRAIRIE WATER DISTRICT, OR  
BUNKER HILL R.F.P.D. #1, OR

BUNKER HILL SANITARY DISTRICT, OR  
BURLINGTON WATER DISTRICT, OR  
BURNT RIVER IRRIGATION DISTRICT, OR  
BURNT RIVER S.W.C.D., OR  
CALAPOOIA R.F.P.D., OR  
CAMAS VALLEY R.F.P.D., OR  
CAMELLIA PARK SANITARY DISTRICT, OR  
CAMMANN ROAD DISTRICT, OR  
CAMP SHERMAN ROAD DISTRICT, OR  
CANBY AREA TRANSIT, OR  
CANBY R.F.P.D. #62, OR  
CANBY UTILITY BOARD, OR  
CANNON BEACH R.F.P.D., OR  
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR  
CAPE FERRELO R.F.P.D., OR  
CAPE FOULWEATHER SANITARY DISTRICT, OR  
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
CARMEL BEACH WATER DISTRICT, OR  
CASCADE VIEW ESTATES TRACT 2, OR  
CEDAR CREST SPECIAL ROAD DISTRICT, OR  
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
CENTRAL CASCADES FIRE AND EMS, OR  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL LINCOLN P.U.D., OR  
CENTRAL OREGON COAST FIRE & RESCUE  
DISTRICT, OR  
CENTRAL OREGON INTERGOVERNMENTAL  
COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT, OR  
CHEHALEM PARK AND RECREATION DISTRICT  
CHEMULT R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,  
OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,  
OR  
CHRISTMAS VALLEY PARK & RECREATION  
DISTRICT, OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
CLACKAMAS COUNTY VECTOR CONTROL  
DISTRICT, OR  
CLACKAMAS RIVER WATER  
CLACKAMAS RIVER WATER, OR  
CLACKAMAS S.W.C.D., OR  
CLATSKANIE DRAINAGE IMPROVEMENT  
COMPANY, OR  
CLATSKANIE LIBRARY DISTRICT, OR  
CLATSKANIE P.U.D., OR  
CLATSKANIE PARK & RECREATION DISTRICT, OR  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLATSKANIE R.F.P.D., OR  
CLATSOP CARE CENTER HEALTH DISTRICT, OR  
CLATSOP COUNTY S.W.C.D., OR

CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,  
INC., OR  
CLEAN WATER SERVICES  
CLEAN WATER SERVICES, OR  
CLOVERDALE R.F.P.D., OR  
CLOVERDALE SANITARY DISTRICT, OR  
CLOVERDALE WATER DISTRICT, OR  
COALEDO DRAINAGE DISTRICT, OR  
COBURG FIRE DISTRICT, OR  
COLESTIN RURAL FIRE DISTRICT, OR  
COLTON R.F.P.D., OR  
COLTON WATER DISTRICT #11, OR  
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
COLUMBIA COUNTY 4-H & EXTENSION SERVICE  
DISTRICT, OR  
COLUMBIA DRAINAGE VECTOR CONTROL, OR  
COLUMBIA IMPROVEMENT DISTRICT, OR  
COLUMBIA R.F.P.D., OR  
COLUMBIA RIVER FIRE & RESCUE, OR  
COLUMBIA RIVER PUD, OR  
COLUMBIA S.W.C.D., OR  
COLUMBIA S.W.C.D., OR  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,  
OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,  
OR  
COOS FOREST PROTECTIVE ASSOCIATION  
COOS S.W.C.D., OR  
COQUILLE R.F.P.D., OR  
COQUILLE VALLEY HOSPITAL DISTRICT, OR  
CORBETT WATER DISTRICT, OR  
CORNELIUS R.F.P.D., OR  
CORP RANCH ROAD WATER IMPROVEMENT, OR  
CORVALLIS R.F.P.D., OR  
COUNTRY CLUB ESTATES SPECIAL WATER  
DISTRICT, OR  
COUNTRY CLUB WATER DISTRICT, OR  
COUNTRY ESTATES ROAD DISTRICT, OR  
COVE CEMETERY MAINTENANCE DISTRICT, OR  
COVE ORCHARD SEWER SERVICE DISTRICT, OR  
COVE R.F.P.D., OR  
CRESCENT R.F.P.D., OR  
CRESCENT SANITARY DISTRICT, OR  
CRESCENT WATER SUPPLY AND IMPROVEMENT  
DISTRICT, OR  
CROOK COUNTY AGRICULTURE EXTENSION  
SERVICE DISTRICT, OR  
CROOK COUNTY CEMETERY DISTRICT, OR  
CROOK COUNTY FIRE AND RESCUE, OR  
CROOK COUNTY PARKS & RECREATION DISTRICT,  
OR  
CROOK COUNTY S.W.C.D., OR  
CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
CROOKED RIVER RANCH R.F.P.D., OR  
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,  
OR  
CRYSTAL SPRINGS WATER DISTRICT, OR  
CURRY COUNTY 4-H & EXTENSION SERVICE  
DISTRICT, OR  
CURRY COUNTY PUBLIC TRANSIT SERVICE  
DISTRICT, OR  
CURRY COUNTY S.W.C.D., OR  
CURRY HEALTH DISTRICT, OR

CURRY PUBLIC LIBRARY DISTRICT, OR  
DALLAS CEMETERY DISTRICT #4, OR  
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
DAYS CREEK R.F.P.D., OR  
DAYTON FIRE DISTRICT, OR  
DEAN MINARD WATER DISTRICT, OR  
DEE IRRIGATION DISTRICT, OR  
DEER ISLAND DRAINAGE IMPROVEMENT  
COMPANY, OR  
DELL BROGAN CEMETERY MAINTENANCE  
DISTRICT, OR  
DEPOE BAY R.F.P.D., OR  
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
DESCHUTES COUNTY R.F.P.D. #2, OR  
DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
DESCHUTES S.W.C.D., OR  
DESCHUTES VALLEY WATER DISTRICT, OR  
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
DEXTER R.F.P.D., OR  
DEXTER SANITARY DISTRICT, OR  
DORA-SITKUM R.F.P.D., OR  
DOUGLAS COUNTY FIRE DISTRICT #2, OR  
DOUGLAS S.W.C.D., OR  
DRAKES CROSSING R.F.P.D., OR  
DRRH SPECIAL ROAD DISTRICT #6, OR  
DRY GULCH DITCH DISTRICT IMPROVEMENT  
COMPANY, OR  
DUFUR RECREATION DISTRICT, OR  
DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
DUNDEE R.F.P.D., OR  
DURKEE COMMUNITY BUILDING PRESERVATION  
DISTRICT, OR  
EAGLE POINT IRRIGATION DISTRICT, OR  
EAGLE VALLEY CEMETERY MAINTENANCE  
DISTRICT, OR  
EAGLE VALLEY R.F.P.D., OR  
EAGLE VALLEY S.W.C.D., OR  
EAST FORK IRRIGATION DISTRICT, OR  
EAST MULTNOMAH S.W.C.D., OR  
EAST SALEM SERVICE DISTRICT, OR  
EAST UMATILLA CHEMICAL CONTROL DISTRICT,  
OR  
EAST UMATILLA COUNTY AMBULANCE AREA  
HEALTH DISTRICT, OR  
EAST UMATILLA COUNTY R.F.P.D., OR  
EAST VALLEY WATER DISTRICT, OR  
ELGIN COMMUNITY PARKS & RECREATION  
DISTRICT, OR  
ELGIN HEALTH DISTRICT, OR  
ELGIN R.F.P.D., OR  
ELKTON ESTATES PHASE II SPECIAL ROAD  
DISTRICT, OR  
ELKTON R.F.P.D., OR  
EMERALD P.U.D., OR  
ENTERPRISE IRRIGATION DISTRICT, OR  
ESTACADA CEMETERY MAINTENANCE DISTRICT,  
OR  
ESTACADA R.F.P.D. #69, OR  
EUGENE R.F.P.D. # 1, OR  
EUGENE WATER AND ELECTRIC BOARD  
EVANS VALLEY FIRE DISTRICT #6, OR  
FAIR OAKS R.F.P.D., OR  
FAIRVIEW R.F.P.D., OR  
FAIRVIEW WATER DISTRICT, OR  
FALCON HEIGHTS WATER AND SEWER, OR  
FALCON-COVE BEACH WATER DISTRICT, OR

FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
FARGO INTERCHANGE SERVICE DISTRICT, OR  
FARMERS IRRIGATION DISTRICT, OR  
FAT ELK DRAINAGE DISTRICT, OR  
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
FERN VALLEY ESTATES IMPROVEMENT DISTRICT,  
OR  
FOR FAR ROAD DISTRICT, OR  
FOREST GROVE R.F.P.D., OR  
FOREST VIEW SPECIAL ROAD DISTRICT, OR  
FORT ROCK-SILVER LAKE S.W.C.D., OR  
FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
FOX CEMETERY MAINTENANCE DISTRICT, OR  
GARDINER R.F.P.D., OR  
GARDINER SANITARY DISTRICT, OR  
GARIBALDI R.F.P.D., OR  
GASTON R.F.P.D., OR  
GATES R.F.P.D., OR  
GEARHART R.F.P.D., OR  
GILLIAM S.W.C.D., OR  
GLENDALE AMBULANCE DISTRICT, OR  
GLENDALE R.F.P.D., OR  
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
GLENEDEN SANITARY DISTRICT, OR  
GLENWOOD WATER DISTRICT, OR  
GLIDE - IDLEYLD SANITARY DISTRICT, OR  
GLIDE R.F.P.D., OR  
GOLD BEACH - WEDDERBURN R.F.P.D., OR  
GOLD HILL IRRIGATION DISTRICT, OR  
GOLDFINCH ROAD DISTRICT, OR  
GOSHEN R.F.P.D., OR  
GOVERNMENT CAMP ROAD DISTRICT, OR  
GOVERNMENT CAMP SANITARY DISTRICT, OR  
GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
GRAND RONDE SANITARY DISTRICT, OR  
GRANT COUNTY TRANSPORTATION DISTRICT, OR  
GRANT S.W.C.D., OR  
GRANTS PASS IRRIGATION DISTRICT, OR  
GREATER BOWEN VALLEY R.F.P.D., OR  
GREATER ST. HELENS PARK & RECREATION  
DISTRICT, OR  
GREATER TOLEDO POOL RECREATION DISTRICT,  
OR  
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
GREEN SANITARY DISTRICT, OR  
GREENACRES R.F.P.D., OR  
GREENBERRY IRRIGATION DISTRICT, OR  
GREENSPRINGS RURAL FIRE DISTRICT, OR  
HAHLEN ROAD SPECIAL DISTRICT, OR  
HAINES CEMETERY MAINTENANCE DISTRICT, OR  
HAINES FIRE PROTECTION DISTRICT, OR  
HALSEY-SHEDD R.F.P.D., OR  
HAMLET R.F.P.D., OR  
HARBOR R.F.P.D., OR  
HARBOR SANITARY DISTRICT, OR  
HARBOR WATER P.U.D., OR  
HARNEY COUNTY HEALTH DISTRICT, OR  
HARNEY S.W.C.D., OR  
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
HARRISBURG FIRE AND RESCUE, OR  
HAUSER R.F.P.D., OR  
HAZELDELL RURAL FIRE DISTRICT, OR  
HEBO JOINT WATER-SANITARY AUTHORITY, OR  
HECETA WATER P.U.D., OR  
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
HELIX PARK & RECREATION DISTRICT, OR  
HELIX R.F.P.D. #7-411, OR

HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
HEPPNER R.F.P.D., OR  
HEPPNER WATER CONTROL DISTRICT, OR  
HEREFORD COMMUNITY HALL RECREATION  
DISTRICT, OR  
HERMISTON CEMETERY DISTRICT, OR  
HERMISTON IRRIGATION DISTRICT, OR  
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT  
DISTRICT, OR  
HIGH DESERT PARK & RECREATION DISTRICT, OR  
HIGHLAND SUBDIVISION WATER DISTRICT, OR  
HONOLULU INTERNATIONAL AIRPORT  
HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
HOOD RIVER COUNTY TRANSPORTATION DISTRICT,  
OR  
HOOD RIVER S.W.C.D., OR  
HOOD RIVER VALLEY PARKS & RECREATION  
DISTRICT, OR  
HOODLAND FIRE DISTRICT #74  
HOODLAND FIRE DISTRICT #74, OR  
HORSEFLY IRRIGATION DISTRICT, OR  
HOSKINS-KINGS VALLEY R.F.P.D., OR  
HOUSING AUTHORITY OF PORTLAND  
HUBBARD R.F.P.D., OR  
HUDSON BAY DISTRICT IMPROVEMENT COMPANY,  
OR  
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT  
COMPANY, OR  
ICE FOUNTAIN WATER DISTRICT, OR  
IDAHO POINT SPECIAL ROAD DISTRICT, OR  
IDANHA-DETROIT RURAL FIRE PROTECTION  
DISTRICT, OR  
ILLINOIS VALLEY FIRE DISTRICT  
ILLINOIS VALLEY R.F.P.D., OR  
ILLINOIS VALLEY S.W.C.D., OR  
IMBLER R.F.P.D., OR  
INTERLACHEN WATER P.U.D., OR  
IONE LIBRARY DISTRICT, OR  
IONE R.F.P.D. #6-604, OR  
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
IRONSIDE RURAL ROAD DISTRICT #5, OR  
IRRIGON PARK & RECREATION DISTRICT, OR  
IRRIGON R.F.P.D., OR  
ISLAND CITY AREA SANITATION DISTRICT, OR  
ISLAND CITY CEMETERY MAINTENANCE DISTRICT,  
OR  
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
JACKSON COUNTY FIRE DISTRICT #3, OR  
JACKSON COUNTY FIRE DISTRICT #4, OR  
JACKSON COUNTY FIRE DISTRICT #5, OR  
JACKSON COUNTY LIBRARY DISTRICT, OR  
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
JACKSON S.W.C.D., OR  
JASPER KNOLLS WATER DISTRICT, OR  
JEFFERSON COUNTY EMERGENCY MEDICAL  
SERVICE DISTRICT, OR  
JEFFERSON COUNTY FIRE DISTRICT #1, OR  
JEFFERSON COUNTY LIBRARY DISTRICT, OR  
JEFFERSON COUNTY S.W.C.D., OR  
JEFFERSON PARK & RECREATION DISTRICT, OR  
JEFFERSON R.F.P.D., OR  
JOB'S DRAINAGE DISTRICT, OR  
JOHN DAY WATER DISTRICT, OR  
JOHN DAY-CANYON CITY PARKS & RECREATION  
DISTRICT, OR  
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
JORDAN VALLEY CEMETERY DISTRICT, OR

JORDAN VALLEY IRRIGATION DISTRICT, OR  
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
JOSEPHINE COUNTY 911 AGENCY, OR  
JUNCTION CITY R.F.P.D., OR  
JUNCTION CITY WATER CONTROL DISTRICT, OR  
JUNIPER BUTTE ROAD DISTRICT, OR  
JUNIPER CANYON WATER CONTROL DISTRICT, OR  
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR  
JUNIPER FLAT R.F.P.D., OR  
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR  
KEATING R.F.P.D., OR  
KEATING S.W.C.D., OR  
KEIZER R.F.P.D., OR  
KELLOGG RURAL FIRE DISTRICT, OR  
KENO IRRIGATION DISTRICT, OR  
KENO PINES ROAD DISTRICT, OR  
KENO R.F.P.D., OR  
KENT WATER DISTRICT, OR  
KERBY WATER DISTRICT, OR  
K-GB-LB WATER DISTRICT, OR  
KILCHIS WATER DISTRICT, OR  
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR  
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR  
KLAMATH COUNTY FIRE DISTRICT #1, OR  
KLAMATH COUNTY FIRE DISTRICT #3, OR  
KLAMATH COUNTY FIRE DISTRICT #4, OR  
KLAMATH COUNTY FIRE DISTRICT #5, OR  
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR  
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR  
KLAMATH DRAINAGE DISTRICT, OR  
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR  
KLAMATH INTEROPERABILITY RADIO GROUP, OR  
KLAMATH IRRIGATION DISTRICT, OR  
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR  
KLAMATH S.W.C.D., OR  
KLAMATH VECTOR CONTROL DISTRICT, OR  
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR  
LA GRANDE R.F.P.D., OR  
LA PINE PARK & RECREATION DISTRICT, OR  
LA PINE R.F.P.D., OR  
LABISH VILLAGE SEWAGE & DRAINAGE, OR  
LACOMB IRRIGATION DISTRICT, OR  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
LAIDLAW WATER DISTRICT, OR  
LAKE CHINOOK FIRE & RESCUE, OR  
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
LAKE COUNTY LIBRARY DISTRICT, OR  
LAKE CREEK R.F.P.D. - JACKSON, OR  
LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
LAKE DISTRICT HOSPITAL, OR

LAKE GROVE R.F.P.D. NO. 57, OR  
LAKE GROVE WATER DISTRICT, OR  
LAKE LABISH WATER CONTROL DISTRICT, OR  
LAKE POINT SPECIAL ROAD DISTRICT, OR  
LAKESIDE R.F.P.D. #4, OR  
LAKESIDE WATER DISTRICT, OR  
LAKEVIEW R.F.P.D., OR  
LAKEVIEW S.W.C.D., OR  
LAMONTAI IMPROVEMENT DISTRICT, OR  
LANE FIRE AUTHORITY, OR  
LANE LIBRARY DISTRICT, OR  
LANE TRANSIT DISTRICT, OR  
LANGELL VALLEY IRRIGATION DISTRICT, OR  
LANGLOIS PUBLIC LIBRARY, OR  
LANGLOIS R.F.P.D., OR  
LANGLOIS WATER DISTRICT, OR  
LAZY RIVER SPECIAL ROAD DISTRICT, OR  
LEBANON AQUATIC DISTRICT, OR  
LEBANON R.F.P.D., OR  
LEWIS & CLARK R.F.P.D., OR  
LINCOLN COUNTY LIBRARY DISTRICT, OR  
LINCOLN S.W.C.D., OR  
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR  
LINN S.W.C.D., OR  
LITTLE MUDDY CREEK WATER CONTROL, OR  
LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
LONE PINE IRRIGATION DISTRICT, OR  
LONG PRAIRIE WATER DISTRICT, OR  
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR  
LOOKINGGLASS RURAL FIRE DISTRICT, OR  
LORANE R.F.P.D., OR  
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR  
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
LOWELL R.F.P.D., OR  
LOWER MCKAY CREEK R.F.P.D., OR  
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR  
LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
LOWER SILETZ WATER DISTRICT, OR  
LOWER UMPQUA HOSPITAL DISTRICT, OR  
LOWER UMPQUA PARK & RECREATION DISTRICT, OR  
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR  
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR  
LUSTED WATER DISTRICT, OR  
LYONS R.F.P.D., OR  
LYONS-MEHAMA WATER DISTRICT, OR  
MADRAS AQUATIC CENTER DISTRICT, OR  
MAKAI SPECIAL ROAD DISTRICT, OR  
MALHEUR COUNTY S.W.C.D., OR  
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR  
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
MALHEUR DRAINAGE DISTRICT, OR  
MALHEUR MEMORIAL HEALTH DISTRICT, OR  
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR  
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR

MALIN IRRIGATION DISTRICT, OR  
MALIN R.F.P.D., OR  
MAPLETON FIRE DEPARTMENT, OR  
MAPLETON WATER DISTRICT, OR  
MARCOLA WATER DISTRICT, OR  
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR  
MARION COUNTY FIRE DISTRICT #1, OR  
MARION JACK IMPROVEMENT DISTRICT, OR  
MARION S.W.C.D., OR  
MARY'S RIVER ESTATES ROAD DISTRICT, OR  
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR  
MCKAY ACRES IMPROVEMENT DISTRICT, OR  
MCKAY DAM R.F.P.D. # 7-410, OR  
MCKENZIE FIRE & RESCUE, OR  
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR  
MCMINNVILLE R.F.P.D., OR  
MCNULTY WATER P.U.D., OR  
MEADOWS DRAINAGE DISTRICT, OR  
MEDFORD IRRIGATION DISTRICT, OR  
MEDFORD R.F.P.D. #2, OR  
MEDFORD WATER COMMISSION  
MEDICAL SPRINGS R.F.P.D., OR  
MELHEUR COUNTY JAIL, OR  
MERLIN COMMUNITY PARK DISTRICT, OR  
MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
MERRILL PARK DISTRICT, OR  
MERRILL R.F.P.D., OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR  
MID-COLUMBIA FIRE AND RESCUE, OR  
MIDDLE FORK IRRIGATION DISTRICT, OR  
MIDLAND COMMUNITY PARK, OR  
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
MILES CROSSING SANITARY SEWER DISTRICT, OR  
MILL CITY R.F.P.D. #2-303, OR  
MILL FOUR DRAINAGE DISTRICT, OR  
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR  
MILLINGTON R.F.P.D. #5, OR  
MILO VOLUNTEER FIRE DEPARTMENT, OR  
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR  
MILTON-FREEWATER WATER CONTROL DISTRICT, OR  
MIROCO SPECIAL ROAD DISTRICT, OR  
MIST-BIRKENFELD R.F.P.D., OR  
MODOC POINT IRRIGATION DISTRICT, OR  
MODOC POINT SANITARY DISTRICT, OR  
MOHAWK VALLEY R.F.P.D., OR  
MOLALLA AQUATIC DISTRICT, OR  
MOLALLA R.F.P.D. #73, OR  
MONITOR R.F.P.D., OR  
MONROE R.F.P.D., OR  
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR  
MONUMENT S.W.C.D., OR  
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
MORO R.F.P.D., OR  
MORROW COUNTY HEALTH DISTRICT, OR

MORROW COUNTY UNIFIED RECREATION DISTRICT, OR  
MORROW S.W.C.D., OR  
MOSIER FIRE DISTRICT, OR  
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
MT. ANGEL R.F.P.D., OR  
MT. HOOD IRRIGATION DISTRICT, OR  
MT. LAKI CEMETERY DISTRICT, OR  
MT. VERNON R.F.P.D., OR  
MULINO WATER DISTRICT #1, OR  
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
MULTNOMAH COUNTY R.F.P.D. #10, OR  
MULTNOMAH COUNTY R.F.P.D. #14, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MYRTLE CREEK R.F.P.D., OR  
NEAH-KAH-NIE WATER DISTRICT, OR  
NEDONNA R.F.P.D., OR  
NEHALEM BAY FIRE AND RESCUE, OR  
NEHALEM BAY HEALTH DISTRICT, OR  
NEHALEM BAY WASTEWATER AGENCY, OR  
NESIKA BEACH-OPHIR WATER DISTRICT, OR  
NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
NESKOWIN REGIONAL WATER DISTRICT, OR  
NESTUCCA R.F.P.D., OR  
NETARTS WATER DISTRICT, OR  
NETARTS-OCEANSIDE R.F.P.D., OR  
NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
NEW BRIDGE WATER SUPPLY DISTRICT, OR  
NEW CARLTON FIRE DISTRICT, OR  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NEW PINE CREEK R.F.P.D., OR  
NEWBERG R.F.P.D., OR  
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
NEWPORT R.F.P.D., OR  
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
NORTH ALBANY R.F.P.D., OR  
NORTH BAY R.F.P.D. #9, OR  
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR  
NORTH COUNTY RECREATION DISTRICT, OR  
NORTH DOUGLAS COUNTY FIRE & EMS, OR  
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR  
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
NORTH GILLIAM COUNTY R.F.P.D., OR  
NORTH LAKE HEALTH DISTRICT, OR  
NORTH LEBANON WATER CONTROL DISTRICT, OR  
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
NORTH LINCOLN HEALTH DISTRICT, OR  
NORTH MORROW VECTOR CONTROL DISTRICT, OR  
NORTH SHERMAN COUNTY R.F.P.D., OR  
NORTH UNIT IRRIGATION DISTRICT, OR  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR  
NORTHERN WASCO COUNTY P.U.D., OR  
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR  
NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
NYSSA RURAL FIRE DISTRICT, OR  
NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
OAK LODGE WATER SERVICES, OR  
OAKLAND R.F.P.D., OR  
OAKVILLE COMMUNITY CENTER, OR  
OCEANSIDE WATER DISTRICT, OR

OCHOCO IRRIGATION DISTRICT, OR  
OCHOCO WEST WATER AND SANITARY  
AUTHORITY, OR  
ODELL SANITARY DISTRICT, OR  
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
ONTARIO LIBRARY DISTRICT, OR  
ONTARIO R.F.P.D., OR  
OPHIR R.F.P.D., OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON INTERNATIONAL PORT OF COOS BAY, OR  
OREGON LEGISLATIVE ADMINISTRATION  
OREGON OUTBACK R.F.P.D., OR  
OREGON POINT, OR  
OREGON TRAIL LIBRARY DISTRICT, OR  
OTTER ROCK WATER DISTRICT, OR  
OWW UNIT #2 SANITARY DISTRICT, OR  
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
OWYHEE IRRIGATION DISTRICT, OR  
PACIFIC CITY JOINT WATER-SANITARY  
AUTHORITY, OR  
PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
PALATINE HILL WATER DISTRICT, OR  
PALMER CREEK WATER DISTRICT IMPROVEMENT  
COMPANY, OR  
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
PANTHER CREEK ROAD DISTRICT, OR  
PANTHER CREEK WATER DISTRICT, OR  
PARKDALE R.F.P.D., OR  
PARKDALE SANITARY DISTRICT, OR  
PENINSULA DRAINAGE DISTRICT #1, OR  
PENINSULA DRAINAGE DISTRICT #2, OR  
PHILOMATH FIRE AND RESCUE, OR  
PILOT ROCK CEMETERY MAINTENANCE DISTRICT  
#5, OR  
PILOT ROCK PARK & RECREATION DISTRICT, OR  
PILOT ROCK R.F.P.D., OR  
PINE EAGLE HEALTH DISTRICT, OR  
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
PINE GROVE IRRIGATION DISTRICT, OR  
PINE GROVE WATER DISTRICT-KLAMATH FALLS,  
OR  
PINE GROVE WATER DISTRICT-MAUPIN, OR  
PINE VALLEY CEMETERY DISTRICT, OR  
PINE VALLEY R.F.P.D., OR  
PINWOOD COUNTRY ESTATES SPECIAL ROAD  
DISTRICT, OR  
PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
PISTOL RIVER CEMETERY MAINTENANCE  
DISTRICT, OR  
PISTOL RIVER FIRE DISTRICT, OR  
PLEASANT HILL R.F.P.D., OR  
PLEASANT HOME WATER DISTRICT, OR  
POCAHONTAS MINING AND IRRIGATION DISTRICT,  
OR  
POE VALLEY IMPROVEMENT DISTRICT, OR  
POE VALLEY PARK & RECREATION DISTRICT, OR  
POE VALLEY VECTOR CONTROL DISTRICT, OR  
POLK COUNTY FIRE DISTRICT #1, OR  
POLK S.W.C.D., OR  
POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,  
OR  
PORT OF ALSEA, OR  
PORT OF ARLINGTON, OR

PORT OF ASTORIA, OR  
PORT OF BANDON, OR  
PORT OF BRANDON, OR  
PORT OF BROOKINGS HARBOR, OR  
PORT OF CASCADE LOCKS, OR  
PORT OF COQUILLE RIVER, OR  
PORT OF GARIBALDI, OR  
PORT OF GOLD BEACH, OR  
PORT OF HOOD RIVER, OR  
PORT OF MORGAN CITY, LA  
PORT OF MORROW, OR  
PORT OF NEHALEM, OR  
PORT OF NEWPORT, OR  
PORT OF PORT ORFORD, OR  
PORT OF PORTLAND, OR  
PORT OF SIUSLAW, OR  
PORT OF ST. HELENS, OR  
PORT OF THE DALLES, OR  
PORT OF TILLAMOOK BAY, OR  
PORT OF TOLEDO, OR  
PORT OF UMATILLA, OR  
PORT OF UMPQUA, OR  
PORT ORFORD CEMETERY MAINTENANCE  
DISTRICT, OR  
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
PORT ORFORD R.F.P.D., OR  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
POWDER R.F.P.D., OR  
POWDER RIVER R.F.P.D., OR  
POWDER VALLEY WATER CONTROL DISTRICT, OR  
POWERS HEALTH DISTRICT, OR  
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT  
#1, OR  
PROSPECT R.F.P.D., OR  
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
QUEENER IRRIGATION IMPROVEMENT DISTRICT,  
OR  
RAINBOW WATER DISTRICT, OR  
RAINIER CEMETERY DISTRICT, OR  
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
RALEIGH WATER DISTRICT, OR  
REDMOND AREA PARK & RECREATION DISTRICT,  
OR  
REDMOND FIRE AND RESCUE, OR  
RIDDLE FIRE PROTECTION DISTRICT, OR  
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,  
OR  
RIDGEWOOD ROAD DISTRICT, OR  
RIETH SANITARY DISTRICT, OR  
RIETH WATER DISTRICT, OR  
RIMROCK WEST IMPROVEMENT DISTRICT, OR  
RINK CREEK WATER DISTRICT, OR  
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER ROAD PARK & RECREATION DISTRICT, OR  
RIVER ROAD WATER DISTRICT, OR  
RIVERBEND RIVERBANK WATER IMPROVEMENT  
DISTRICT, OR  
RIVERDALE R.F.P.D. 11-JT, OR  
RIVERGROVE WATER DISTRICT, OR  
RIVERSIDE MISSION WATER CONTROL DISTRICT,  
OR

RIVERSIDE R.F.P.D. #7-406, OR  
RIVERSIDE WATER DISTRICT, OR  
ROBERTS CREEK WATER DISTRICT, OR  
ROCK CREEK DISTRICT IMPROVEMENT, OR  
ROCK CREEK WATER DISTRICT, OR  
ROCKWOOD WATER P.U.D., OR  
ROCKY POINT FIRE & EMS, OR  
ROGUE RIVER R.F.P.D., OR  
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
ROGUE VALLEY SEWER SERVICES, OR  
ROGUE VALLEY SEWER, OR  
ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
ROSEBURG URBAN SANITARY AUTHORITY, OR  
ROSEWOOD ESTATES ROAD DISTRICT, OR  
ROW RIVER VALLEY WATER DISTRICT, OR  
RURAL ROAD ASSESSMENT DISTRICT #3, OR  
RURAL ROAD ASSESSMENT DISTRICT #4, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM AREA MASS TRANSIT DISTRICT, OR  
SALEM MASS TRANSIT DISTRICT  
SALEM SUBURBAN R.F.P.D., OR  
SALISHAN SANITARY DISTRICT, OR  
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
SALMON RIVER PARK WATER IMPROVEMENT  
DISTRICT, OR  
SALMONBERRY TRAIL INTERGOVERNMENTAL  
AGENCY, OR  
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
SANDY R.F.P.D. #72, OR  
SANTA CLARA R.F.P.D., OR  
SANTA CLARA WATER DISTRICT, OR  
SANTIAM WATER CONTROL DISTRICT, OR  
SAUVIE ISLAND DRAINAGE IMPROVEMENT  
COMPANY, OR  
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,  
OR  
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,  
OR  
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
SCAPPOOSE R.F.P.D., OR  
SCIO R.F.P.D., OR  
SCOTTSBURG R.F.P.D., OR  
SEAL ROCK R.F.P.D., OR  
SEAL ROCK WATER DISTRICT, OR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
LA  
SHANGRI-LA WATER DISTRICT, OR  
SHASTA VIEW IRRIGATION DISTRICT, OR  
SHELLEY ROAD CREST ACRES WATER DISTRICT,  
OR  
SHERIDAN FIRE DISTRICT, OR  
SHERMAN COUNTY HEALTH DISTRICT, OR  
SHERMAN COUNTY S.W.C.D., OR  
SHORELINE SANITARY DISTRICT, OR  
SILETZ KEYS SANITARY DISTRICT, OR  
SILETZ R.F.P.D., OR  
SILVER FALLS LIBRARY DISTRICT, OR  
SILVER LAKE IRRIGATION DISTRICT, OR  
SILVER LAKE R.F.P.D., OR  
SILVER SANDS SPECIAL ROAD DISTRICT, OR  
SILVERTON R.F.P.D. NO. 2, OR  
SISTERS PARKS & RECREATION DISTRICT, OR  
SISTERS-CAMP SHERMAN R.F.P.D., OR

SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
SIUSLAW S.W.C.D., OR  
SIUSLAW VALLEY FIRE AND RESCUE, OR  
SIXES R.F.P.D., OR  
SKIPANON WATER CONTROL DISTRICT, OR  
SKYLINE VIEW DISTRICT IMPROVEMENT  
COMPANY, OR  
SLEEPY HOLLOW WATER DISTRICT, OR  
SMITH DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
SOUTH CLACKAMAS TRANSPORTATION DISTRICT,  
OR  
SOUTH COUNTY HEALTH DISTRICT, OR  
SOUTH FORK WATER BOARD, OR  
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
SOUTH LANE COUNTY FIRE & RESCUE, OR  
SOUTH SANTIAM RIVER WATER CONTROL  
DISTRICT, OR  
SOUTH SHERMAN FIRE DISTRICT, OR  
SOUTH SUBURBAN SANITARY DISTRICT, OR  
SOUTH WASCO PARK & RECREATION DISTRICT, OR  
SOUTHERN COOS HEALTH DISTRICT, OR  
SOUTHERN CURRY CEMETERY MAINTENANCE  
DISTRICT, OR  
SOUTHVIEW IMPROVEMENT DISTRICT, OR  
SOUTHWEST LINCOLN COUNTY WATER DISTRICT,  
OR  
SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
SOUTHWOOD PARK WATER DISTRICT, OR  
SPECIAL ROAD DISTRICT #1, OR  
SPECIAL ROAD DISTRICT #8, OR  
SPRING RIVER SPECIAL ROAD DISTRICT, OR  
SPRINGFIELD UTILITY BOARD, OR  
ST. PAUL R.F.P.D., OR  
STANFIELD CEMETERY DISTRICT #6, OR  
STANFIELD IRRIGATION DISTRICT, OR  
STARR CREEK ROAD DISTRICT, OR  
STARWOOD SANITARY DISTRICT, OR  
STAYTON FIRE DISTRICT, OR  
SUBLIMITY FIRE DISTRICT, OR  
SUBURBAN EAST SALEM WATER DISTRICT, OR  
SUBURBAN LIGHTING DISTRICT, OR  
SUCCOR CREEK DISTRICT IMPROVEMENT  
COMPANY, OR  
SUMMER LAKE IRRIGATION DISTRICT, OR  
SUMMERVILLE CEMETERY MAINTENANCE  
DISTRICT, OR  
SUMNER R.F.P.D., OR  
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
SUNDOWN SANITATION DISTRICT, OR  
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
SUNNYSIDE IRRIGATION DISTRICT, OR  
SUNRISE WATER AUTHORITY, OR  
SUNRIVER SERVICE DISTRICT, OR  
SUNSET EMPIRE PARK & RECREATION DISTRICT,  
OR  
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
SURFLAND ROAD DISTRICT, OR  
SUTHERLIN VALLEY RECREATION DISTRICT, OR  
SUTHERLIN WATER CONTROL DISTRICT, OR  
SWALLEY IRRIGATION DISTRICT, OR  
SWEET HOME CEMETERY MAINTENANCE DISTRICT,  
OR  
SWEET HOME FIRE & AMBULANCE DISTRICT, OR

SWISSHOME-DEADWOOD R.F.P.D., OR  
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,  
OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR  
THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,  
OR  
TILLAMOOK COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,  
OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT,  
OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT  
TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,  
OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT,  
OR  
UMPQUA S.W.C.D., OR  
UNION CEMETERY MAINTENANCE DISTRICT, OR  
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,  
OR  
UNION COUNTY VECTOR CONTROL DISTRICT, OR  
UNION GAP SANITARY DISTRICT, OR  
UNION GAP WATER DISTRICT, OR  
UNION HEALTH DISTRICT, OR

UNION R.F.P.D., OR  
UNION S.W.C.D., OR  
UNITY COMMUNITY PARK & RECREATION  
DISTRICT, OR  
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
UPPER MCKENZIE R.F.P.D., OR  
UPPER WILLAMETTE S.W.C.D., OR  
VALE OREGON IRRIGATION DISTRICT, OR  
VALE RURAL FIRE PROTECTION DISTRICT, OR  
VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
VALLEY VIEW CEMETERY MAINTENANCE  
DISTRICT, OR  
VALLEY VIEW WATER DISTRICT, OR  
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
VERNONIA R.F.P.D., OR  
VINEYARD MOUNTAIN PARK & RECREATION  
DISTRICT, OR  
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,  
OR  
WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
WALLOWA LAKE IRRIGATION DISTRICT, OR  
WALLOWA LAKE R.F.P.D., OR  
WALLOWA S.W.C.D., OR  
WALLOWA VALLEY IMPROVEMENT DISTRICT #1,  
OR  
WAMIC R.F.P.D., OR  
WAMIC WATER & SANITARY AUTHORITY, OR  
WARMSPRINGS IRRIGATION DISTRICT, OR  
WASCO COUNTY S.W.C.D., OR  
WATER ENVIRONMENT SERVICES, OR  
WATER WONDERLAND IMPROVEMENT DISTRICT,  
OR  
WATERBURY & ALLEN DITCH IMPROVEMENT  
DISTRICT, OR  
WATSECO-BARVIEW WATER DISTRICT, OR  
WAUNA WATER DISTRICT, OR  
WEDDERBURN SANITARY DISTRICT, OR  
WEST EAGLE VALLEY WATER CONTROL DISTRICT,  
OR  
WEST EXTENSION IRRIGATION DISTRICT, OR  
WEST LABISH DRAINAGE & WATER CONTROL  
IMPROVEMENT DISTRICT, OR  
WEST MULTNOMAH S.W.C.D., OR  
WEST SIDE R.F.P.D., OR  
WEST SLOPE WATER DISTRICT, OR  
WEST UMATILLA MOSQUITO CONTROL DISTRICT,  
OR  
WEST VALLEY FIRE DISTRICT, OR  
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
WESTERN LANE AMBULANCE DISTRICT, OR  
WESTLAND IRRIGATION DISTRICT, OR  
WESTON ATHENA MEMORIAL HALL PARK &  
RECREATION DISTRICT, OR  
WESTON CEMETERY DISTRICT #2, OR  
WESTPORT FIRE AND RESCUE, OR  
WESTRIDGE WATER SUPPLY CORPORATION, OR  
WESTWOOD HILLS ROAD DISTRICT, OR  
WESTWOOD VILLAGE ROAD DISTRICT, OR  
WHEELER S.W.C.D., OR  
WHITE RIVER HEALTH DISTRICT, OR  
WIARD MEMORIAL PARK DISTRICT, OR  
WICKIUP WATER DISTRICT, OR  
WILLAKENZIE R.F.P.D., OR  
WILLAMALANE PARK & RECREATION DISTRICT, OR  
WILLAMALANE PARK AND RECREATION DISTRICT

WILLAMETTE HUMANE SOCIETY  
WILLAMETTE RIVER WATER COALITION, OR  
WILLIAMS R.F.P.D., OR  
WILLOW CREEK PARK DISTRICT, OR  
WILLOW DALE WATER DISTRICT, OR  
WILSON RIVER WATER DISTRICT, OR  
WINCHESTER BAY R.F.P.D., OR  
WINCHESTER BAY SANITARY DISTRICT, OR  
WINCHUCK R.F.P.D., OR  
WINSTON-DILLARD R.F.P.D., OR  
WINSTON-DILLARD WATER DISTRICT, OR  
WOLF CREEK R.F.P.D., OR  
WOOD RIVER DISTRICT IMPROVEMENT COMPANY,  
OR  
WOODBURN R.F.P.D. NO. 6, OR  
WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
WOODS ROAD DISTRICT, OR  
WRIGHT CREEK ROAD WATER IMPROVEMENT  
DISTRICT, OR  
WY'EAST FIRE DISTRICT, OR  
YACHATS R.F.P.D., OR  
YAMHILL COUNTY TRANSIT AREA, OR  
YAMHILL FIRE PROTECTION DISTRICT, OR  
YAMHILL SWCD, OR  
YONCALLA PARK & RECREATION DISTRICT, OR  
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,  
OR  
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
SALEM-KEIZER PUBLIC SCHOOLS 24J  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT

WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE  
(AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS &  
MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
(BSTA) , UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSON ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI ACADEMY, UT  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MOAB CHARTER SCHOOL, UT  
MONTICELLO ACADEMY, UT  
MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MURRAY SCHOOL DISTRICT, UT  
NAVIGATOR POINTE ACADEMY, UT

NEBO SCHOOL DISTRICT, UT  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
(NUAMES), UT  
NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING  
ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING  
ARTS AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH

**HEART OF APPALACHIA REGION (VIRGINIA) to include:**

**CITIES & TOWNS**

Bluefield, VA Grundy, VA Norton, VA  
Town of Tazewell, VA Big Stone Gap, VA Clintwood, VA  
St. Paul, VA

**COUNTIES**

Buchanan County, VA Dickenson County, VA Lee County,  
VA Russell County, VA Scott County, VA  
Tazewell County, VA Wise County, VA

**BLUE RIDGE HIGHLANDS REGION (VIRGINIA) to include:**

**CITIES & TOWNS**

Abingdon, VA  
Blacksburg, VA  
Bristol, VA  
Christiansburg, VA  
Damascus, VA  
Galax, VA  
Marion, VA  
Pulaski, VA  
Radford, VA  
Wytheville, VA

**COUNTIES**

Bland County, VA  
Carroll County, VA  
Floyd County, VA  
Giles County, VA  
Grayson County, VA  
Montgomery County, VA  
Patrick County, VA  
Pulaski County, VA  
Smyth County, VA  
Washington County, VA  
Wythe County, VA

**CENTRAL VIRGINIA REGION (VIRGINIA) to include:**

**CITIES & TOWNS**

Appomattox, VA  
Ashland, VA  
Blackstone, VA  
Charlottesville, VA  
Colonial Heights, VA  
Chester, VA  
Farmville, VA  
Hopewell, VA  
Lynchburg, VA  
Petersburg, VA  
Richmond, VA  
Scottsville, VA  
Wintergreen, VA  
Henrico County, VA  
Louisa County, VA  
Madison County, VA  
Nelson County, VA  
Nottoway County, VA  
Orange County, VA  
Powhatan County, VA  
Prince Edward County, VA  
Prince George County, VA

**COUNTIES**

Albemarle County, VA  
Amelia County, VA  
Amherst County, VA  
Appomattox County, VA  
Buckingham County, VA  
Campbell County, VA  
Chesterfield County, VA  
Cumberland County, VA  
Dinwiddie County, VA  
Fluvanna County, VA  
Goochland County, VA  
Greene County, VA  
Hanover County, VA

Sussex County, VA

**TIDEWATER REGION (WHICH ALSO INCLUDES THE CHESAPEAKE BAY REGION) (VIRGINIA)**

**to include:**

**CITIES & TOWNS**

Kilmarnock, VA  
Warsaw, VA  
Urbanna, VA  
West Point, VA  
Colonial Beach, VA  
Tappahannock, VA  
Gloucester, VA  
Irvington, VA

**COUNTIES**

Middlesex County, VA  
Lancaster County, VA  
Northumberland County, VA  
Richmond County, VA  
King William County, VA  
King & Queen County, VA  
Mathews County, VA  
Westmoreland County, VA  
Essex County, VA  
Gloucester County, VA  
King George County, VA

**COASTAL VIRGINIA - EASTERN SHORE REGION (VIRGINIA) to include:**

**CITIES & TOWNS**

Accomac, VA  
Cape Charles, VA  
Chincoteague Island, VA  
Exmore, VA  
Onancock, VA  
Tangier Island, VA  
Wachapreague, VA

**COUNTIES**

Northampton County, VA  
Accomack County, VA

**Tidewater COASTAL VIRGINIA - HAMPTON ROADS REGION (VIRGINIA) to include:**

**CITIES & TOWNS**

Charles City, VA  
Chesapeake, VA  
Franklin, VA  
Hampton, VA  
Newport News, VA  
Norfolk, VA  
Poquoson, VA  
Portsmouth, VA  
Smithfield, VA  
Suffolk, VA  
Virginia Beach, VA  
Williamsburg, VA  
Yorktown, VA

**COUNTIES**

Charles City County, VA  
Isle of Wight County, VA  
James City County, VA  
New Kent County, VA  
Southampton County, VA  
Surry County, VA  
York County, VA

**NORTHERN VIRGINIA REGION (VIRGINIA) to include:**

**CITIES & TOWNS**

Alexandria, VA  
Arlington, VA  
Centreville, VA  
Chantilly, VA  
Clifton, VA  
Culpeper, VA  
Dulles, VA  
Falls Church, VA  
Fairfax, VA  
Fredericksburg, VA  
Herndon, VA  
Leesburg, VA  
Lorton, VA  
Manassas Park, VA  
Manassas, VA  
Marshall, VA  
McLean, VA

**COUNTIES**

Rappahannock County, VA  
Fauquier County, VA  
Stafford County, VA  
Spotsylvania County, VA  
Caroline County, VA  
Prince William County, VA  
Fairfax County, VA  
Loudoun County, VA  
Culpeper County, VA

Middleburg, VA  
Occoquan, VA  
Purcellville, VA  
Reston, VA  
Spotsylvania, VA  
Springfield, VA  
Triangle, VA  
Vienna, VA  
Warrenton, VA  
Woodbridge, VA  
Washington, VA

SHENANDOAH VALLEY REGION (VIRGINIA) to include:

CITIES & TOWNS

Berryville, VA  
Buena Vista, VA  
Front Royal, VA  
Harrisonburg, VA  
Lexington, VA Luray, VA  
Natural Bridge VA

Shenandoah, VA  
Staunton, VA  
Waynesboro, VA  
Winchester, VA

COUNTIES

Augusta County, VA  
Clarke County, VA  
Frederick County, VA  
Page County, VA  
Rockbridge County, VA  
Rockingham County, VA  
Shenandoah County, VA  
Warren County, VA

SOUTHERN VIRGINIA (VIRGINIA) to include:

CITIES & TOWNS

Danville, VA  
Emporia, VA  
Martinsville, VA  
South Boston, VA  
South Hill, VA  
Clarksville, VA  
Mecklenburg County, VA

COUNTIES

Brunswick County, VA  
Charlotte County, VA  
Greensville County, VA  
Henry County, VA  
Halifax County, VA  
Lunenburg County, VA  
Pittsylvania County, VA

VIRGINIA MOUNTAINS REGION (VIRGINIA) to include:

CITIES & TOWNS

Bedford, VA  
Buchanan, VA  
Clifton Forge, VA  
Covington, VA  
Fincastle, VA  
Hot Springs, VA  
New Castle, VA  
Roanoke, VA  
Rocky Mount, VA  
Salem, VA Troutville, VA  
Vinton, VA  
Warm Springs, VA

COUNTIES

Alleghany County, VA  
Bath County, VA  
Bedford County, VA  
Botetourt County, VA  
Craig County, VA  
Franklin County, VA  
Highland County, VA  
Roanoke County, VA

SCHOOL DISTRICTS (VIRGINIA) to include:

Accomack County Public Schools, VA  
Lunenburg County Public Schools, VA  
Albemarle County Public Schools, VA  
Lynchburg City Public Schools, VA  
Alexandria City Public Schools, VA  
Madison County Public Schools, VA  
Alleghany County Public Schools, VA

Manassas City Public Schools, VA  
Amelia County Public Schools, VA  
Amherst County Public Schools, VA  
Appomattox County Public Schools, VA  
Arlington Public Schools, VA  
Augusta County Public Schools, VA  
Bath County Public Schools, VA  
Bedford City Public Schools, VA  
Bedford County Public Schools, VA  
Bland County Public Schools, VA  
Botetourt County Public Schools, VA  
Bristol Public Schools, VA  
Brunswick County Public Schools, VA  
Buchanan County Public Schools, VA  
Buckingham County Public Schools, VA  
Buena Vista City Public Schools, VA  
Campbell County Public Schools, VA  
Caroline County Public Schools, VA  
Carroll County Public Schools, VA  
Charles City County Public Schools, VA  
Charlotte County Public Schools, VA  
Charlottesville City Schools, VA  
Chesapeake Public Schools, VA  
Chesterfield County Public Schools, VA  
Clarke County Public Schools, VA  
Colonial Beach Public Schools, VA  
Colonial Heights Public Schools, VA  
Covington City Public Schools, VA  
Craig County Public Schools, VA  
Culpeper County Public Schools, VA  
Cumberland County Public Schools, VA  
Danville Public Schools, VA  
Dickenson County Public Schools, VA  
Dinwiddie County Public Schools, VA  
Essex County Public Schools, VA  
Fairfax County Public Schools, VA  
Falls Church City Public Schools, VA  
Fauquier County Public Schools, VA  
Floyd County Public Schools, VA  
Fluvanna County Public Schools, VA  
Franklin City Public Schools, VA  
Franklin County Public Schools, VA  
Frederick County Public Schools, VA  
Fredericksburg City Schools, VA  
Galax City Public Schools, VA  
Giles County Public Schools, VA  
Gloucester County Public Schools, VA  
Goochland County Public Schools, VA  
Grayson County Public Schools, VA  
Greene County Public Schools, VA  
Greensville County Public Schools, VA  
Halifax County Public Schools, VA  
Hampton City Schools, VA  
Hanover County Public Schools, VA  
Harrisonburg City Public Schools, VA  
Henrico County Public Schools, VA  
Henry County Public Schools, VA  
Highland County Public Schools, VA  
Hopewell City Public Schools, VA  
Isle of Wight County Public Schools, VA  
King and Queen County Public Schools, VA  
King George County Public Schools, VA  
King William County Public Schools, VA  
Lancaster County Public Schools, VA  
Lee County Public Schools, VA  
Lexington City Schools, VA  
Loudoun County Public Schools, VA

Louisa County Public Schools, VA  
Washington County Public Schools, VA  
Waynesboro Public Schools, VA  
Westmoreland County Public Schools, VA  
West Point Public Schools, VA  
Williamsburg-James City County Public Schools, VA



## NOTICE TO OFFEROR

### Questions & Answers

RFP # 25-S815

Competitive Solicitation by Region 14 Education Service Center

for

Motor & Aviation Fuels, Bulk Fuels, & Related Products & Services

***See Question & Answer Acknowledgement included on the last page. Offerors should include this acknowledgement as part of their response to Motor & Aviation Fuels, Bulk Fuels, & Related Products & Services RFP.***

The Answers to Questions received are issued as follows:

1. Looking for estimated volumes by product, delivery sizes, tank sizes, etc  
**Answer: There are no estimates available. Each participating public agency will provide any estimates they may have when seeking to piggyback resulting contract(s).**
2. Given the rising fuel costs and the need to meet sustainability goals, how does the bid process account for fuel optimization solutions like a burn rate modifier to reduce emissions, extend engine life, and lower fuel consumption?  
**Answer: There are no sustainability goals provided in this solicitation. Offerors may submit any services to assist participating public agencies in achieving any of the participating public agencies' sustainability goals.**
3. Is there a contact list for prime contractors that subcontractors can reach out to, to explore potential partnership opportunities?  
**Answer: There is no list for prime contractors however, potential offerors may review the Vendor Invites and Recommended Vendors list located within the Bonfire solicitation posting.**
4. Do you have a breakdown of delivery locations, tank sizes and usage per product that you can provide?  
**Answer: There is no breakdown of delivery locations, tank sizes or usage per product. Offerors are requested to provide breakdowns of the serviceable locations (city/states, etc.) and tank sizes they are proposing.**
5. Hello, Does a bidder have to offer on all products to be considered, or can a bidder choose the products to bid they believe they are most competitive on? Thank you!

**Answer: Offerors need not submit for all products and/or services covered in the scope, instead they may submit the products and/or services from the scope which the Offeror typically provides in their normal course of business.**

6. Is there an existing incumbent or incumbents?

**Answer: This is a new category solicitation for Region 14 ESC. There are no incumbents.**

7. Who are the incumbent or incumbents?

**Answer: See response to question #6.**

8. What is the incumbent or incumbents contract price or prices?

**Answer: See response to question #6.**

9. What type of fuel or fuels did the incumbent or incumbents supply?

**Answer: See response to question #6.**

10. What were the quantities of the fuel or fuels supplied?

**Answer: See response to question #6.**

11. What were the quantities of the fuel or fuels supplied?

**Answer: See response to question #6.**

12. How often will request be made for fuel delivery in the contract?

**Answer: This is unknown. Participating public agencies will have their own requirements.**

13. Will deliveries of fuel or fuels be made weekly, bi-weekly, monthly, on demand, or as needed?

**Answer: See response to question #12.**

14. How soon of a notice will be given to suppliers when fuel or fuels are needed for delivery?

**Answer: See response to question #12.**

15. What will be the drop location or locations for fuel delivery?

**Answer: See response to question #12.**

16. When is the anticipated award date?

**Answer: The anticipated award date is on the week of May 15, 2025**

17. Would OMNIA consider adjusting the administrative fee from \$.0500 to \$.0050 per gallon to be more competitive in marketing the OMNIA contract?

**Answer: OMNIA Partners believes the proposed administration fee is competitive in the market place and will not be adjusted. However, offerors may submit their exceptions with their original solicitation response for review.**

18. What is the anticipated award date for this contract?

**Answer: See response to question #16.**

RECEIPT OF QUESTION & ANSWER ACKNOWLEDGEMENT

Offeror shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name Mansfield Oil Company of Gainesville, Inc.

Contact Person Chris Carter, Sr. Manager Bids & Sales Analytics

Signature  \_\_\_\_\_

Date 3/12/2025

**CORPORATE RESOLUTION  
OF MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**

The undersigned Chief Executive Officer and Sole Director of Mansfield Oil Company of Gainesville, Inc. a Georgia corporation (the "Corporation"), by affixing his signature hereto does hereby consent to and authorize the following action:

WHEREAS, the undersigned desires to authorize Chris Carter, Sr. Manager, Bids and Sales Analytics, to execute any and all contracts and documents necessary to bind the Corporation with respect to bids, contracts and documents relating to any contractual or business matter, including, but not limited to government business solicitations.

NOW THEREFORE, BE IT RESOLVED, that Chris Carter, in his capacity as Sr. Manager, Bids and Sales Analytics is hereby authorized to execute any and all bids, contracts and documents necessary to bind Corporation in the ordinary course of its business, including, but not limited to government solicitations and related documents.

WITNESS, his hand and seals, this 8th day of August, 2019.

MANSFIELD OIL COMPANY  
OF GAINESVILLE, INC.

*Michael F Mansfield Sr.*

By: Michael F Mansfield Sr. (Aug 8, 2019)

Name: Michael F. Mansfield, Sr.

Title: CEO and Sole Director

**CORPORATE RESOLUTION  
OF MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**

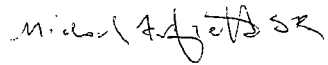
The undersigned Chief Executive Officer and Sole Director of Mansfield Oil Company of Gainesville, Inc. a Georgia corporation (the "Corporation"), by affixing his signature hereto does hereby consent to and authorize the following action:

WHEREAS, the undersigned desires to authorize Dan Luther, VP, Government Sales, to execute any and all contracts and documents necessary to bind the Corporation with respect to bids, contracts and documents relating to any contractual or business matter, including, but not limited to government business solicitations.

NOW THEREFORE, BE IT RESOLVED, that Dan Luther, in his capacity as VP, Government Sales is hereby authorized to execute any and all bids, contracts and documents necessary to bind Corporation in the ordinary course of its business, including, but not limited to government solicitations and related documents.

WITNESS, his hand and seals, this 25th day of August, 2020.

MANSFIELD OIL COMPANY  
OF GAINESVILLE, INC.

  
By: \_\_\_\_\_  
Name: Michael F. Mansfield, Sr.  
Title: CEO and Sole Director

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the ad valorem tax report for January 2026.

Originating Department: Finance

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows the Council to receive the ad valorem tax report for January 2026.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. 4 - January 2026



**Cheryl E. Johnson, PCC, CTOP**  
**Assessor and Collector of Taxes**  
**County of Galveston**

722 21<sup>st</sup> Street, Galveston, Texas 77550  
Toll Free (877) 766-2284 Fax:(409) 766-2479  
Email: galcotax@galvestoncountytexas.gov



February 10, 2026

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 January, 2026 is true and correct.

Under my hand and seal this 10th day of February, 2026.



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
- 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 Consolidated Drainage District
- 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

Bay Colony West MUD  
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. 81  
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  
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

02/02/2026 17:34:23 5054751  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 01/01/2026 THRU 01/31/2026  
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 36  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2025	M & O	.399749	7,161,831.26	.00	.00	.00	7,161,831.26	.00	.00	.00	7,161,831.26
	I & S	.114423	2,049,981.81	.00	.00	.00	2,049,981.81	.00	.00	.00	2,049,981.81
	TOTAL	.514172	9,211,813.07	.00	.00	.00	9,211,813.07	.00	.00	.00	9,211,813.07
2024	M & O	.404140	2,878.53	.00	1,148.52	.00	4,027.05	1,216.21	.00	.00	5,243.26
	I & S	.110032	783.73	.00	312.70	.00	1,096.43	.00	.00	.00	1,096.43
	TOTAL	.514172	3,662.26	.00	1,461.22	.00	5,123.48	1,216.21	.00	.00	6,339.69
2023	M & O	.379450	224.71	.00	211.48	.00	436.19	142.91	.00	.00	579.10
	I & S	.121278	71.81	.00	67.59	.00	139.40	.00	.00	.00	139.40
	TOTAL	.500728	296.52	.00	279.07	.00	575.59	142.91	.00	.00	718.50
2022	M & O	.388560	65.26	.00	29.47	.00	94.73	22.38	.00	.00	117.11
	I & S	.098754	16.59	.00	7.50	.00	24.09	.00	.00	.00	24.09
	TOTAL	.487314	81.85	.00	36.97	.00	118.82	22.38	.00	.00	141.20
2021	M & O	.385147	46.07	.00	24.85	.00	70.92	18.01	.00	.00	88.93
	I & S	.102167	12.22	.00	6.59	.00	18.81	.00	.00	.00	18.81
	TOTAL	.487314	58.29	.00	31.44	.00	89.73	18.01	.00	.00	107.74
2020	M & O	.392153	32.20	.00	20.61	.00	52.81	13.36	.00	.00	66.17
	I & S	.095161	7.81	.00	5.01	.00	12.82	.00	.00	.00	12.82
	TOTAL	.487314	40.01	.00	25.62	.00	65.63	13.36	.00	.00	78.99
2019	M & O	.432160	28.93	.00	24.11	.00	53.04	12.74	.00	.00	65.78
	I & S	.089279	5.98	.00	4.98	.00	10.96	.00	.00	.00	10.96
	TOTAL	.521439	34.91	.00	29.09	.00	64.00	12.74	.00	.00	76.74
2018	M & O	.437173	107.76	.00	96.10	.00	203.86	47.78	.00	.00	251.64
	I & S	.095218	23.48	.00	20.93	.00	44.41	.00	.00	.00	44.41
	TOTAL	.532391	131.24	.00	117.03	.00	248.27	47.78	.00	.00	296.05
2017	M & O	.432349	7.11	.00	.00	.00	7.11	.00	.00	.00	7.11
	I & S	.095000	1.56	.00	.00	.00	1.56	.00	.00	.00	1.56
	TOTAL	.527349	8.67	.00	.00	.00	8.67	.00	.00	.00	8.67
2016	M & O	.462000	5.96	.00	.00	.00	5.96	.00	.00	.00	5.96
	I & S	.084000	1.08	.00	.00	.00	1.08	.00	.00	.00	1.08
	TOTAL	.546000	7.04	.00	.00	.00	7.04	.00	.00	.00	7.04
2015	M & O	.497200	.02	.00	.00	.00	.02	.00	.00	.00	.02
	I & S	.071500	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.568700	.02	.00	.00	.00	.02	.00	.00	.00	.02
2010	M & O	.519800	.52	.00	.00	.00	.52	.00	.00	.00	.52
	I & S	.065300	.07	.00	.00	.00	.07	.00	.00	.00	.07
	TOTAL	.585100	.59	.00	.00	.00	.59	.00	.00	.00	.59

02/02/2026 17:34:23 5054751  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 01/01/2026 THRU 01/31/2026  
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 37  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2009	M & O	.499700	.50	.00	1.02	.00	1.52	.35	.00	.00	1.87
	I & S	.080000	.08	.00	.16	.00	.24	.00	.00	.00	.24
	TOTAL	.579700	.58	.00	1.18	.00	1.76	.35	.00	.00	2.11
2008	M & O	.509700	.51	.00	.00	.00	.51	.00	.00	.00	.51
	I & S	.070000	.07	.00	.00	.00	.07	.00	.00	.00	.07
	TOTAL	.579700	.58	.00	.00	.00	.58	.00	.00	.00	.58
2007	M & O	.501600	.50	.00	1.09	.00	1.59	.00	.00	.00	1.59
	I & S	.074800	.08	.00	.16	.00	.24	.00	.00	.00	.24
	TOTAL	.576400	.58	.00	1.25	.00	1.83	.00	.00	.00	1.83
2006	M & O	.512000	.51	.00	1.10	.00	1.61	.00	.00	.00	1.61
	I & S	.070100	.07	.00	.15	.00	.22	.00	.00	.00	.22
	TOTAL	.582100	.58	.00	1.25	.00	1.83	.00	.00	.00	1.83
ALL	M & O		7,165,230.35	.00	1,558.35	.00	7,166,788.70	1,473.74	.00	.00	7,168,262.44
ALL	I & S		2,050,906.44	.00	425.77	.00	2,051,332.21	.00	.00	.00	2,051,332.21
ALL	TOTAL		9,216,136.79	.00	1,984.12	.00	9,218,120.91	1,473.74	.00	.00	9,219,594.65
DLQ	M & O		3,399.09	.00	1,558.35	.00	4,957.44	1,473.74	.00	.00	6,431.18
DLQ	I & S		924.63	.00	425.77	.00	1,350.40	.00	.00	.00	1,350.40
DLQ	TOTAL		4,323.72	.00	1,984.12	.00	6,307.84	1,473.74	.00	.00	7,781.58
CURR	M & O		7,161,831.26	.00	.00	.00	7,161,831.26	.00	.00	.00	7,161,831.26
CURR	I & S		2,049,981.81	.00	.00	.00	2,049,981.81	.00	.00	.00	2,049,981.81
CURR	TOTAL		9,211,813.07	.00	.00	.00	9,211,813.07	.00	.00	.00	9,211,813.07

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 REVERSALS DETAIL SCHEDULE  
 FROM: 01/01/2026 THRU 01/31/2026  
 JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2023 RF260107	168936	202401	0.00	0.00	0.00	0.00 23S2	563.03-	563.03-RF
2023 RF260107	168936	202401	563.03-	0.00	0.00	0.00 23S2	563.03	0.00 RF
2023 RF260107	308725	202512	623.69-	0.00	212.06-	167.15-23S224-TX-0	1,002.90	0.00 RF
2023 RF260107	308725	202512	0.00	0.00	0.00	0.00 23S224-TX-0	1,002.90-	1,002.90-RF
	2023 TOTAL		1,186.72-	0.00	212.06-	167.15-	0.00	1,565.93-
2024 RF260127	168382	202412	323.62-	0.00	0.00	0.00 24S1	323.62	0.00 RF
2024 RF260127	168382	202412	0.00	0.00	0.00	0.00 24S1	323.62-	323.62-RF
2024 RF260107	168797	202412	218.81-	0.00	0.00	0.00 24S1	218.81	0.00 RF
2024 RF260107	168797	202412	0.00	0.00	0.00	0.00 24S1	218.81-	218.81-RF
2024 RF260107	168903	202412	690.31-	0.00	0.00	0.00 24S1	690.31	0.00 RF
2024 RF260107	168903	202412	0.00	0.00	0.00	0.00 24S1	690.31-	690.31-RF
2024 RF260107	168936	202412	580.00-	0.00	0.00	0.00 24S1	580.00	0.00 RF
2024 RF260107	168936	202412	0.00	0.00	0.00	0.00 24S1	580.00-	580.00-RF
2024 RF260127	200984	202501	0.00	0.00	0.00	0.00 24S1	128.55-	128.55-RF
2024 RF260127	200984	202501	128.55-	0.00	0.00	0.00 24S1	128.55	0.00 RF
2024 RF260127	202132	202509	0.00	0.00	0.00	0.00 24S1	177.82-	177.82-RF
2024 RF260127	202132	202509	123.48-	0.00	24.70-	29.64-24S1	177.82	0.00 RF
2024 RF260127	203125	202501	497.48-	0.00	0.00	0.00 24S1	497.48	0.00 RF
2024 RF260127	203125	202501	0.00	0.00	0.00	0.00 24S1	497.48-	497.48-RF
2024 RF260107	308725	202410	0.00	0.00	0.00	0.00 24S124-TX-0	666.05-	666.05-RF
2024 RF260107	308725	202410	666.05-	0.00	0.00	0.00 24S124-TX-0	666.05	0.00 RF
2024 RF260107	412981	202501	0.00	0.00	0.00	0.00 24S1	488.47-	488.47-RF
2024 RF260107	412981	202501	488.47-	0.00	0.00	0.00 24S1	488.47	0.00 RF
	2024 TOTAL		3,716.77-	0.00	24.70-	29.64-	0.00	3,771.11-
2025 RF260114	10004300000007	202512	66.07-	0.00	0.00	0.00 HK05	66.07	0.00 RF
2025 RF260114	10004300000007	202512	0.00	0.00	0.00	0.00 HK05	66.07-	66.07-RF
2025 RF260102	10127800000003	202512	0.00	0.00	0.00	0.00 HK05	100.00-	100.00-RF
2025 RF260102	10127800000003	202512	100.00-	0.00	0.00	0.00 HK05	100.00	0.00 RF
2025 RF260114	10223100000003	202512	0.00	0.00	0.00	0.00 HK05	128.54-	128.54-RF
2025 RF260114	10223100000003	202512	128.54-	0.00	0.00	0.00 HK05	128.54	0.00 RF
2025 RF260114	10350000000014	202512	0.00	0.00	0.00	0.00 HK05	115.79-	115.79-RF
2025 RF260114	10350000000014	202512	115.79-	0.00	0.00	0.00 HK05	115.79	0.00 RF
2025 924011426PHC	10433700000036	202601	1,439.72-	0.00	0.00	0.00 25HC	0.00	1,439.72-RI
2025 902011626T	10500700000048	202512	490.24-	0.00	0.00	0.00 25HC	0.00	490.24-TR
2025 RF260102	10500900000021	202512	0.00	0.00	0.00	0.00 HK05	214.57-	214.57-RF
2025 RF260102	10500900000021	202512	214.57-	0.00	0.00	0.00 HK05	214.57	0.00 RF
2025 RF260102	10501200000040	202512	0.00	0.00	0.00	0.00 25HC	456.70-	456.70-RF
2025 RF260102	10501200000040	202512	456.70-	0.00	0.00	0.00 25HC	456.70	0.00 RF
2025 902012926T	10578000000005	202512	501.93-	0.00	0.00	0.00 HS01	0.00	501.93-TR

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 REVERSALS DETAIL SCHEDULE  
 FROM: 01/01/2026 THRU 01/31/2026  
 JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2025	RF260114	1057830000011	202510	0.00	0.00	0.00	0.00 HK05	128.54- 128.54-RF
2025	RF260114	1057830000011	202510	128.54-	0.00	0.00	0.00 HK05	0.00 RF
2025	924011426PHC	1057830000016	202601	1,011.90-	0.00	0.00	0.00 25HC	1,011.90-RI
2025	924011426PHC	1057830000019	202601	1,154.77-	0.00	0.00	0.00 25HC	1,154.77-RI
2025	902012926T	1057850000014	202512	305.72-	0.00	0.00	0.00 25HC	305.72-TR
2025	924011426PHC	1063170000030	202601	1,089.83-	0.00	0.00	0.00 25HC	1,089.83-RI
2025	924011426PHC	1063180000006	202601	949.14-	0.00	0.00	0.00 25HC	949.14-RI
2025	924011426PHC	1063230000009	202601	1,322.55-	0.00	0.00	0.00 25HC	1,322.55-RI
2025	924011426PHC	1097970000004	202601	1,076.37-	0.00	0.00	0.00 25HC	1,076.37-RI
2025	924011426PHC	1098310000005	202601	1,065.26-	0.00	0.00	0.00 25HC	1,065.26-RI
2025	924011426PHC	1098330000004	202601	1,379.89-	0.00	0.00	0.00 25HC	1,379.89-RI
2025	864010926CHC	1206360010016	202512	2,022.35-	0.00	0.00	0.00 25HC	2,022.35-TR
2025	RF260123	1206360020006	202601	674.43-	0.00	0.00	0.00 25HC	674.43 0.00 RF
2025	RF260123	1206360020006	202601	0.00	0.00	0.00	0.00 25HC	674.43- 674.43-RF
2025	RF260102	1209130010009	202512	512.70-	0.00	0.00	0.00 25HC	512.70 0.00 RF
2025	RF260102	1209130010009	202512	0.00	0.00	0.00	0.00 25HC	512.70- 512.70-RF
2025	864013026CHC	1224680040008	202601	1,877.30-	0.00	0.00	0.00 25HC	0.00 1,877.30-TR
2025	RF260120	1254280030006	202601	0.00	0.00	0.00	0.00 25HC	908.94- 908.94-RF
2025	RF260120	1254280030006	202601	908.94-	0.00	0.00	0.00 25HC	908.94 0.00 RF
2025	924011626PHC	1254280060001	202601	2,930.44-	0.00	0.00	0.00 25HC	0.00 2,930.44-TR
2025	RF260114	1359270010001	202512	0.00	0.00	0.00	0.00 HK05	385.63- 385.63-RF
2025	RF260114	1359270010001	202512	385.63-	0.00	0.00	0.00 HK05	385.63 0.00 RF
2025	RF260129	168382	202512	0.00	0.00	0.00	0.00 25S0	283.62- 283.62-RF
2025	RF260129	168382	202512	283.62-	0.00	0.00	0.00 25S0	283.62 0.00 RF
2025	RF260107	168485	202512	100.95-	0.00	0.00	0.00 25S5	100.95 0.00 RF
2025	RF260107	168485	202512	0.00	0.00	0.00	0.00 25S5	100.95- 100.95-RF
2025	924011426PHC	168496	202601	928.23-	0.00	0.00	0.00 CERT	0.00 928.23-RI
2025	864012826CHC	168529	202601	1,051.84-	0.00	0.00	0.00 CERT	0.00 1,051.84-TR
2025	RF260120	168738	202601	0.00	0.00	0.00	0.00 CERT	1,653.08- 1,653.08-RF
2025	RF260120	168738	202601	1,653.08-	0.00	0.00	0.00 CERT	1,653.08 0.00 RF
2025	RF260107	168797	202601	310.00-	0.00	0.00	0.00 25S5	310.00 0.00 RF
2025	RF260107	168797	202601	0.00	0.00	0.00	0.00 25S5	310.00- 310.00-RF
2025	RF260129	168809	202512	0.00	0.00	0.00	0.00 25S0	386.39- 386.39-RF
2025	RF260129	168809	202512	386.39-	0.00	0.00	0.00 25S0	386.39 0.00 RF
2025	RF260129	168895	202512	366.81-	0.00	0.00	0.00 25S0	366.81 0.00 RF
2025	RF260129	168895	202512	0.00	0.00	0.00	0.00 25S0	366.81- 366.81-RF
2025	RF260107	168903	202512	1,452.02-	0.00	0.00	0.00 25S5	1,452.02 0.00 RF
2025	RF260107	168903	202512	0.00	0.00	0.00	0.00 25S5	1,452.02- 1,452.02-RF
2025	RF260107	168936	202512	0.00	0.00	0.00	0.00 25S5	580.00- 580.00-RF
2025	RF260107	168936	202512	580.00-	0.00	0.00	0.00 25S5	580.00 0.00 RF
2025	864010926CHC	169060	202512	537.08-	0.00	0.00	0.00 CERT	0.00 537.08-TR
2025	RF260105	169097	202512	0.00	0.00	0.00	0.00 CERT	1,514.14- 1,514.14-RF
2025	RF260105	169097	202512	1,514.14-	0.00	0.00	0.00 CERT	1,514.14 0.00 RF
2025	RF260102	184435	202512	1,125.80-	0.00	0.00	0.00 CERT	1,125.80 0.00 RF
2025	RF260102	184435	202512	0.00	0.00	0.00	0.00 CERT	1,125.80- 1,125.80-RF

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 REVERSALS DETAIL SCHEDULE  
 FROM: 01/01/2026 THRU 01/31/2026  
 JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2025 RF260105	200552	202512	882.78-	0.00	0.00	0.00 CERT	882.78	0.00 RF
2025 RF260105	200552	202512	0.00	0.00	0.00	0.00 CERT	882.78-	882.78-RF
2025 RF260114	200618	202601	0.00	0.00	0.00	0.00 CERT	1,269.14-	1,269.14-RF
2025 RF260114	200618	202601	1,269.14-	0.00	0.00	0.00 CERT	1,269.14	0.00 RF
2025 RF260102	200776	202512	151.09-	0.00	0.00	0.00 CERT	151.09	0.00 RF
2025 RF260102	200776	202512	0.00	0.00	0.00	0.00 CERT	151.09-	151.09-RF
2025 RF260130	200861	202601	247.14-	0.00	0.00	0.00 CERT	247.14	0.00 RF
2025 RF260130	200861	202601	0.00	0.00	0.00	0.00 CERT	247.14-	247.14-RF
2025 RF260108	201290	202512	0.00	0.00	0.00	0.00 CERT	470.21-	470.21-RF
2025 RF260108	201290	202512	470.21-	0.00	0.00	0.00 CERT	470.21	0.00 RF
2025 RF260102	201741	202512	440.75-	0.00	0.00	0.00 CERT	440.75	0.00 RF
2025 RF260102	201741	202512	0.00	0.00	0.00	0.00 CERT	440.75-	440.75-RF
2025 RF260129	201866	202512	269.84-	0.00	0.00	0.00 25S0	269.84	0.00 RF
2025 RF260129	201866	202512	0.00	0.00	0.00	0.00 25S0	269.84-	269.84-RF
2025 864012326PHC	202115	202601	936.82-	0.00	0.00	0.00 CERT	0.00	936.82-RI
2025 RF260129	202292	202601	0.00	0.00	0.00	0.00 CERT	265.91-	265.91-RF
2025 RF260129	202292	202601	265.91-	0.00	0.00	0.00 CERT	265.91	0.00 RF
2025 RF260107	202332	202511	424.43-	0.00	0.00	0.00 25S5	424.43	0.00 RF
2025 RF260107	202332	202511	0.00	0.00	0.00	0.00 25S5	424.43-	424.43-RF
2025 RF260120	202337	202601	0.00	0.00	0.00	0.00 CERT	219.84-	219.84-RF
2025 RF260120	202337	202601	219.84-	0.00	0.00	0.00 CERT	219.84	0.00 RF
2025 RF260107	202383	202512	0.00	0.00	0.00	0.00 25S5	423.95-	423.95-RF
2025 RF260107	202383	202512	423.95-	0.00	0.00	0.00 25S5	423.95	0.00 RF
2025 RF260128	202714	202601	1,116.76-	0.00	0.00	0.00 CERT	1,116.76	0.00 RF
2025 RF260128	202714	202601	0.00	0.00	0.00	0.00 CERT	1,116.76-	1,116.76-RF
2025 RF260107	202839	202511	244.19-	0.00	0.00	0.00 25S5	244.19	0.00 RF
2025 RF260107	202839	202511	0.00	0.00	0.00	0.00 25S5	244.19-	244.19-RF
2025 RF260107	202886	202512	621.43-	0.00	0.00	0.00 25S5	621.43	0.00 RF
2025 RF260107	202886	202512	0.00	0.00	0.00	0.00 25S5	621.43-	621.43-RF
2025 RF260129	203125	202512	0.00	0.00	0.00	0.00 25S0	465.38-	465.38-RF
2025 RF260129	203125	202512	465.38-	0.00	0.00	0.00 25S0	465.38	0.00 RF
2025 RF260102	203223	202512	0.00	0.00	0.00	0.00 CERT	292.61-	292.61-RF
2025 RF260102	203223	202512	292.61-	0.00	0.00	0.00 CERT	292.61	0.00 RF
2025 RF260102	203304	202506	9.43-	0.00	0.00	0.00 CERT	9.43	0.00 RF
2025 RF260102	203304	202506	0.00	0.00	0.00	0.00 CERT	9.43-	9.43-RF
2025 RF260128	203322	202601	0.00	0.00	0.00	0.00 CERT	319.38-	319.38-RF
2025 RF260128	203322	202601	319.38-	0.00	0.00	0.00 CERT	319.38	0.00 RF
2025 RF260102	218781	202508	5.83-	0.00	0.00	0.00 CERT	5.83	0.00 RF
2025 RF260102	218781	202508	0.00	0.00	0.00	0.00 CERT	5.83-	5.83-RF
2025 RF260102	218781	202512	231.76-	0.00	0.00	0.00 CERT	231.76	0.00 RF
2025 RF260102	218781	202512	0.00	0.00	0.00	0.00 CERT	231.76-	231.76-RF
2025 RF260129	218857	202512	311.04-	0.00	0.00	0.00 25S0	311.04	0.00 RF
2025 RF260129	218857	202512	0.00	0.00	0.00	0.00 25S0	311.04-	311.04-RF
2025 RF260129	219024	202512	0.00	0.00	0.00	0.00 25S0	797.17-	797.17-RF
2025 RF260129	219024	202512	797.17-	0.00	0.00	0.00 25S0	797.17	0.00 RF

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 REVERSALS DETAIL SCHEDULE  
 FROM: 01/01/2026 THRU 01/31/2026  
 JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2025	924011426PHC 219085	202601	1,445.54-	0.00	0.00	0.00 CERT	0.00	1,445.54-RI
2025	RF260116 219171	202601	688.47-	0.00	0.00	0.00 CERT	688.47	0.00 RF
2025	RF260116 219171	202601	0.00	0.00	0.00	0.00 CERT	688.47-	688.47-RF
2025	719010526CHC 231845	202512	2,634.26-	0.00	0.00	0.00 CERT	0.00	2,634.26-TR
2025	RF260129 233288	202601	0.00	0.00	0.00	0.00 25S0	292.82-	292.82-RF
2025	RF260129 233288	202601	292.82-	0.00	0.00	0.00 25S0	292.82	0.00 RF
2025	924011426PHC 233289	202601	1,580.38-	0.00	0.00	0.00 CERT	0.00	1,580.38-RI
2025	RF260107 233291	202512	109.64-	0.00	0.00	0.00 25S5	109.64	0.00 RF
2025	RF260107 233291	202512	0.00	0.00	0.00	0.00 25S5	109.64-	109.64-RF
2025	924011426PHC 233441	202601	4,813.83-	0.00	0.00	0.00 CERT	0.00	4,813.83-RI
2025	RF260102 233574	202512	208.52-	0.00	0.00	0.00 CERT	208.52	0.00 RF
2025	RF260102 233574	202512	0.00	0.00	0.00	0.00 CERT	208.52-	208.52-RF
2025	864013026CHC 238062	202601	176.21-	0.00	0.00	0.00 CERT	0.00	176.21-TR
2025	RF260102 287665	202512	957.40-	0.00	0.00	0.00 CERT	957.40	0.00 RF
2025	RF260102 287665	202512	0.00	0.00	0.00	0.00 CERT	957.40-	957.40-RF
2025	RF260105 288619	202512	0.00	0.00	0.00	0.00 25S4	420.66-	420.66-RF
2025	RF260105 288619	202512	420.66-	0.00	0.00	0.00 25S4	420.66	0.00 RF
2025	RF260105 288619	202511	0.00	0.00	0.00	0.00 25S4	31.41-	31.41-RF
2025	RF260105 288619	202511	31.41-	0.00	0.00	0.00 25S4	31.41	0.00 RF
2025	RF260129 288794	202512	1,059.85-	0.00	0.00	0.00 25S0	1,059.85	0.00 RF
2025	RF260129 288794	202512	0.00	0.00	0.00	0.00 25S0	1,059.85-	1,059.85-RF
2025	869175011526 292479	202601	665.18-	0.00	0.00	0.00 CERT	0.00	665.18-TR
2025	RF260116 292479	202601	692.66-	0.00	0.00	0.00 CERT	692.66	0.00 RF
2025	RF260116 292479	202601	0.00	0.00	0.00	0.00 CERT	692.66-	692.66-RF
2025	RF260130 293561	202601	0.00	0.00	0.00	0.00 CERT	269.31-	269.31-RF
2025	RF260130 293561	202601	269.31-	0.00	0.00	0.00 CERT	269.31	0.00 RF
2025	RF260102 306750	202512	0.00	0.00	0.00	0.00 CERT	586.51-	586.51-RF
2025	RF260102 306750	202512	586.51-	0.00	0.00	0.00 CERT	586.51	0.00 RF
2025	RF260129 306836	202601	1,306.07-	0.00	0.00	0.00 25S0	1,306.07	0.00 RF
2025	RF260129 306836	202601	0.00	0.00	0.00	0.00 25S0	1,306.07-	1,306.07-RF
2025	RF260107 306913	202512	0.00	0.00	0.00	0.00 25S5	553.60-	553.60-RF
2025	RF260107 306913	202512	553.60-	0.00	0.00	0.00 25S5	553.60	0.00 RF
2025	RF260105 308712	202512	0.00	0.00	0.00	0.00 CERT	301.67-	301.67-RF
2025	RF260105 308712	202512	301.67-	0.00	0.00	0.00 CERT	301.67	0.00 RF
2025	RF260107 308725	202512	0.00	0.00	0.00	0.00 25S524-TX-0	58.62-	58.62-RF
2025	RF260107 308725	202512	58.62-	0.00	0.00	0.00 25S524-TX-0	58.62	0.00 RF
2025	RF260107 308725	202512	0.00	0.00	0.00	0.00 25S524-TX-0	606.14-	606.14-RF
2025	RF260107 308725	202512	606.14-	0.00	0.00	0.00 25S524-TX-0	606.14	0.00 RF
2025	RF260102 310256	202510	253.94-	0.00	0.00	0.00 CERT	253.94	0.00 RF
2025	RF260102 310256	202510	0.00	0.00	0.00	0.00 CERT	253.94-	253.94-RF
2025	RF260102 310256	202512	253.94-	0.00	0.00	0.00 CERT	253.94	0.00 RF
2025	RF260102 310256	202512	0.00	0.00	0.00	0.00 CERT	253.94-	253.94-RF
2025	RF260102 310256	202512	0.00	0.00	0.00	0.00 CERT	253.94	0.00 RF
2025	RF260102 310256	202512	0.00	0.00	0.00	0.00 CERT	253.94-	253.94-RF
2025	864013026CHC 350966	202601	27,776.60-	0.00	0.00	0.00 CERT	0.00	27,776.60-TR

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 REVERSALS DETAIL SCHEDULE  
 FROM: 01/01/2026 THRU 01/31/2026  
 JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2025	RF260129	351252	202601	128.54-	0.00	0.00	0.00 25S0	128.54	0.00 RF
2025	RF260129	351252	202601	0.00	0.00	0.00	0.00 25S0	128.54-	128.54-RF
2025	844154011526	351936	202601	2,268.36-	0.00	0.00	0.00 CERT	0.00	2,268.36-TR
2025	864010926CHC	357482	202512	2,082.27-	0.00	0.00	0.00 CERT	0.00	2,082.27-TR
2025	RF260102	366363	202512	577.27-	0.00	0.00	0.00 CERT	577.27	0.00 RF
2025	RF260102	366363	202512	0.00	0.00	0.00	0.00 CERT	577.27-	577.27-RF
2025	RF260107	366397	202512	783.19-	0.00	0.00	0.00 25S5	783.19	0.00 RF
2025	RF260107	366397	202512	0.00	0.00	0.00	0.00 25S5	783.19-	783.19-RF
2025	924011426PHC	380804	202601	909.63-	0.00	0.00	0.00 CERT	0.00	909.63-RI
2025	924012726PHC	387487	202601	2,353.22-	0.00	0.00	0.00 D08	0.00	2,353.22-RI
2025	864012626CHC	394256	202601	2,880.62-	0.00	0.00	0.00 CERT	0.00	2,880.62-TR
2025	864011326CHC	398733	202601	3,866.57-	0.00	0.00	0.00 CERT	0.00	3,866.57-TR
2025	RF260102	405243	202512	1,424.14-	0.00	0.00	0.00 CERT	1,424.14	0.00 RF
2025	RF260102	405243	202512	0.00	0.00	0.00	0.00 CERT	1,424.14-	1,424.14-RF
2025	RF260107	405878	202512	230.70-	0.00	0.00	0.00 25S5	230.70	0.00 RF
2025	RF260107	405878	202512	0.00	0.00	0.00	0.00 25S5	230.70-	230.70-RF
2025	RF260107	412981	202511	0.00	0.00	0.00	0.00 25S5	488.47-	488.47-RF
2025	RF260107	412981	202511	488.47-	0.00	0.00	0.00 25S5	488.47	0.00 RF
2025	RF260102	422097	202512	579.73-	0.00	0.00	0.00 CERT	579.73	0.00 RF
2025	RF260102	422097	202512	0.00	0.00	0.00	0.00 CERT	579.73-	579.73-RF
2025	864012826PHC	434357	202601	1,061.77-	0.00	0.00	0.00 CERT	0.00	1,061.77-RI
2025	864012826CHC	439099	202601	38.00-	0.00	0.00	0.00 CERT	0.00	38.00-TR
2025	RF260128	511947	202601	578.01-	0.00	0.00	0.00 CERT	578.01	0.00 RF
2025	RF260128	511947	202601	0.00	0.00	0.00	0.00 CERT	578.01-	578.01-RF
2025	RF260129	516073	202512	225.37-	0.00	0.00	0.00 25S0	225.37	0.00 RF
2025	RF260129	516073	202512	0.00	0.00	0.00	0.00 25S0	225.37-	225.37-RF
2025	864013026CHC	521198	202601	4,725.86-	0.00	0.00	0.00 CERT	0.00	4,725.86-TR
2025	832155010526	521204	202601	1,730.76-	0.00	0.00	0.00 CERT	0.00	1,730.76-TR
2025	864012326CHC	601274	202601	3,449.19-	0.00	0.00	0.00 CERT	0.00	3,449.19-TR
2025	RF260129	606643	202512	351.64-	0.00	0.00	0.00 25S0	351.64	0.00 RF
2025	RF260129	606643	202512	0.00	0.00	0.00	0.00 25S0	351.64-	351.64-RF
2025	RF260107	610584	202512	2,238.27-	0.00	0.00	0.00 25S5	2,238.27	0.00 RF
2025	RF260107	610584	202512	0.00	0.00	0.00	0.00 25S5	2,238.27-	2,238.27-RF
2025	864011526PHC	610657	202601	2,924.61-	0.00	0.00	0.00 D08	0.00	2,924.61-TR
2025	RF260129	613536	202512	111.10-	0.00	0.00	0.00 25S0	111.10	0.00 RF
2025	RF260129	613536	202512	0.00	0.00	0.00	0.00 25S0	111.10-	111.10-RF
2025	RF260129	733922	202512	0.00	0.00	0.00	0.00 25S0	509.70-	509.70-RF
2025	RF260129	733922	202512	509.70-	0.00	0.00	0.00 25S0	509.70	0.00 RF
2025	RF260129	740015	202601	569.21-	0.00	0.00	0.00 25S0	569.21	0.00 RF
2025	RF260129	740015	202601	0.00	0.00	0.00	0.00 25S0	569.21-	569.21-RF
2025	RF260126	742382	202601	0.00	0.00	0.00	0.00 CERT	863.34-	863.34-RF
2025	RF260126	742382	202601	863.34-	0.00	0.00	0.00 CERT	863.34	0.00 RF
2025	RF260107	742384	202510	11.48-	0.00	0.00	0.00 25S5	11.48	0.00 RF
2025	RF260107	742384	202510	0.00	0.00	0.00	0.00 25S5	11.48-	11.48-RF
2025	864012826CHC	742754	202601	100.67-	0.00	0.00	0.00 CERT	0.00	100.67-TR

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 REVERSALS DETAIL SCHEDULE  
 FROM: 01/01/2026 THRU 01/31/2026  
 JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2025 RF260102	747826	202512	0.00	0.00	0.00	0.00 CERT	1,302.70-	1,302.70-RF
2025 RF260102	747826	202512	1,302.70-	0.00	0.00	0.00 CERT	1,302.70	0.00 RF
2025 RF260107	751237	202511	787.22-	0.00	0.00	0.00 25S5	787.22	0.00 RF
2025 RF260107	751237	202511	0.00	0.00	0.00	0.00 25S5	787.22-	787.22-RF
2025 RF260107	757221	202512	0.00	0.00	0.00	0.00 25S5	330.09-	330.09-RF
2025 RF260107	757221	202512	330.09-	0.00	0.00	0.00 25S5	330.09	0.00 RF
2025 RF260107	757262	202512	0.00	0.00	0.00	0.00 25S5	366.33-	366.33-RF
2025 RF260107	757262	202512	366.33-	0.00	0.00	0.00 25S5	366.33	0.00 RF
2025 RF260129	757284	202512	330.68-	0.00	0.00	0.00 25S0	330.68	0.00 RF
2025 RF260129	757284	202512	0.00	0.00	0.00	0.00 25S0	330.68-	330.68-RF
2025 864012826CHC	763289	202601	181.55-	0.00	0.00	0.00 D08	0.00	181.55-TR
2025 864012726CHC	H2341347	202601	225.21-	0.00	0.00	0.00 25HC	0.00	225.21-TR
2025 TOTAL			132,598.80-	0.00	0.00	0.00	0.00	132,598.80-
YEAR 2023								
	REFUNDS		1,186.72-	0.00	212.06-	167.15-	0.00	1,565.93-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		1,186.72-	0.00	212.06-	167.15-	0.00	1,565.93-
YEAR 2024								
	REFUNDS		3,716.77-	0.00	24.70-	29.64-	0.00	3,771.11-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		3,716.77-	0.00	24.70-	29.64-	0.00	3,771.11-
ALL YEARS								
	REFUNDS		90,177.75-	0.00	236.76-	196.79-	0.00	90,611.30-
	RETURNED ITEMS		49,037.70-	0.00	0.00	0.00	0.00	49,037.70-
	TRANSFERS/REVERSALS		130,885.64-	0.00	0.00	0.00	0.00	130,885.64-
	TOTAL		270,101.09-	0.00	236.76-	196.79-	0.00	270,534.64-

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 SUMMARY OF PAYMENTS AND REVERSALS  
 FROM: 01/01/2026 THRU 01/31/2026  
 JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2006	TOTAL		0.58	0.00	1.25	0.00	0.00	1.83
2007	TOTAL		0.58	0.00	1.25	0.00	0.00	1.83
2008	TOTAL		0.58	0.00	0.00	0.00	0.00	0.58
2009	TOTAL		0.58	0.00	1.18	0.35	0.00	2.11
2010	TOTAL		0.59	0.00	0.00	0.00	0.00	0.59
2015	TOTAL		0.02	0.00	0.00	0.00	0.00	0.02
2016	TOTAL		7.04	0.00	0.00	0.00	0.00	7.04
2017	TOTAL		8.67	0.00	0.00	0.00	0.00	8.67
2018	TOTAL		131.24	0.00	117.03	47.78	0.00	296.05
2019	TOTAL		34.91	0.00	29.09	12.74	0.00	76.74
2020	TOTAL		40.01	0.00	25.62	13.36	0.00	78.99
2021	TOTAL		58.29	0.00	31.44	18.01	0.00	107.74
2022	TOTAL		81.85	0.00	36.97	22.38	0.00	141.20
2023	TOTAL		1,483.24	0.00	491.13	310.06	0.00	2,284.43
2024	TOTAL		7,379.03	0.00	1,485.92	1,245.85	0.00	10,110.80
2025	TOTAL		9,344,411.87	0.00	0.00	0.00	0.00	9,344,411.87
TOTAL PAYMENTS			9,353,639.08	0.00	2,220.88	1,670.53	0.00	9,357,530.49
2023	TOTAL		1,186.72-	0.00	212.06-	167.15-	0.00	1,565.93-
2024	TOTAL		3,716.77-	0.00	24.70-	29.64-	0.00	3,771.11-
2025	TOTAL		132,598.80-	0.00	0.00	0.00	0.00	132,598.80-
TOTAL REVERSALS			137,502.29-	0.00	236.76-	196.79-	0.00	137,935.84-
TOTAL FOR UNIT			9,216,136.79	0.00	1,984.12	1,473.74	0.00	9,219,594.65

TAX COLLECTION SYSTEM  
 TAX COLLECTOR MONTHLY REPORT  
 FROM 08/01/2025 TO 01/31/2026

FISCAL START: 08/01/2025 END: 07/31/2026 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	5,921,204,982	299,943,863	6,221,148,845	00.514172	29,534,169.03	15,096

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2025	28,085,783.72	1,448,385.31	1,448,385.31	23,985,003.81	23,985,003.81	5,549,165.22	81.21	0.00
2024	292,504.02	59,093.38-	59,093.38-	27,029.08	27,029.08	206,381.56	11.58	0.00
2023	90,269.76	27,616.75-	27,616.75-	13,297.01-	13,297.01-	75,950.02	21.22-	0.00
2022	46,639.80	627.71	627.71	2,995.14	2,995.14	44,272.37	6.34	0.00
2021	27,567.15	2,129.84-	2,129.84-	439.36	439.36	24,997.95	1.73	0.00
2020	19,946.57	.00	0.00	749.21	749.21	19,197.36	3.76	0.00
2019	15,213.80	.00	0.00	309.28	309.28	14,904.52	2.03	0.00
2018	12,293.33	.00	0.00	388.12	388.12	11,905.21	3.16	0.00
2017	11,156.64	.00	0.00	142.80	142.80	11,013.84	1.28	0.00
2016	9,727.29	.00	0.00	93.91	93.91	9,633.38	.97	0.00
2015	9,600.44	.00	0.00	90.50	90.50	9,509.94	.94	0.00
2014	6,417.74	.00	0.00	0.00	0.00	6,417.74		0.00
2013	6,272.78	.00	0.00	0.00	0.00	6,272.78		0.00
2012	5,458.39	.00	0.00	0.00	0.00	5,458.39		0.00
2011	5,550.88	.00	0.00	0.00	0.00	5,550.88		0.00
2010	3,596.44	.00	0.00	0.59	0.59	3,595.85	.02	0.00
2009	5,154.38	.00	0.00	0.58	0.58	5,153.80	.01	0.00
2008	4,278.43	.00	0.00	0.58	0.58	4,277.85	.01	0.00
2007	1,318.21	.00	0.00	0.58	0.58	1,317.63	.04	0.00
2006	2,437.90	.00	0.00	0.58	0.58	2,437.32	.02	0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61		0.00
2004	1,537.12	.00	0.00	0.00	0.00	1,537.12		0.00
****	28,663,895.40	1,360,173.05	1,360,173.05	24,003,947.11	24,003,947.11	6,020,121.34		0.00
CURR	28,085,783.72	1,448,385.31	1,448,385.31	23,985,003.81	23,985,003.81	5,549,165.22		0.00
DELQ	578,111.68	88,212.26-	88,212.26-	18,943.30	18,943.30	470,956.12		0.00

TAX COLLECTION SYSTEM  
 SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS  
 FOR TAX YEAR: 2025  
 JURISDICTION: 0337 FRIENDWD CITY

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2026
	-----	-----	-----	-----	-----	-----
LAND VALUE	8,027,944,608	8,027,944,608	79,353,734	3,514,497-	75,839,237	8,103,783,845
AG EXCLUSION	39,387,887	39,387,887	8,197,470	0	8,197,470	47,585,357
IMPROVEMENTS	1,061,342,920	1,061,342,920	351,223,435	27,500,850-	323,722,585	1,385,065,505
APPRAISED VALUE	8,027,944,608	8,027,944,608	430,577,169	31,015,347-	399,561,822	8,427,506,430
EXEMPTIONS	2,067,351,739	2,067,351,739	94,440,082	5,177,877	99,617,959	2,166,969,698
TAXABLE VALUE	5,921,204,982	5,921,204,982	336,137,087	36,193,224-	299,943,863	6,221,148,845
LEVY	28,085,783.72	28,085,783.72	1,797,790.34	349,405.03-	1,448,385.31	29,534,169.03
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,479	10,479	661	93	758	11,237
OVER 65	3,794	3,794	206	29	235	4,029
DISABLED	190	190	8	2	10	200
VETERAN	271	271	18	1-	17	288
TOTAL EXEMPT	92	92	0	0	0	92

TAX COLLECTION SYSTEM  
 SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS  
 FOR TAX YEAR: 2024  
 JURISDICTION: 0337 FRIENDWD CITY

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2026
	-----	-----	-----	-----	-----	-----
LAND VALUE	7,686,327,908	7,686,327,908	3,343	0	3,343	7,686,331,251
AG EXCLUSION	36,196,207	36,196,207	0	0	0	36,196,207
IMPROVEMENTS	1,020,792,976	1,020,792,976	13,840,608	16,677,331-	2,836,723-	1,017,956,253
APPRAISED VALUE	7,686,327,908	7,686,327,908	13,843,951	16,677,331-	2,833,380-	7,683,494,528
EXEMPTIONS	2,032,678,237	2,032,678,237	3,505,205	5,798,703	9,303,908	2,041,982,145
TAXABLE VALUE	5,617,453,464	5,617,453,464	10,338,746	22,476,034-	12,137,288-	5,605,316,176
LEVY	292,504.02	292,504.02	53,158.95	112,252.33-	59,093.38-	233,410.64
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	0	36	36	10,702
OVER 65	3,772	3,772	0	8	8	3,780
DISABLED	190	190	0	2	2	192
VETERAN	268	268	0	1-	1-	267
TOTAL EXEMPT	86	86	0	0	0	86

TAX COLLECTION SYSTEM  
 SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS  
 FOR TAX YEAR: 2023  
 JURISDICTION: 0337 FRIENDWD CITY

ALL PROPERTY

	CERTIFIED ROLL -----	ROLL AS OF 08/01/2025 -----	SUPPLEMENTALS THIS PERIOD -----	ADJUSTMENTS THIS PERIOD -----	NET CHANGE THIS PERIOD -----	ROLL AS OF 01/31/2026 -----
LAND VALUE	7,378,007,830	7,378,007,830	0	0	0	7,378,007,830
AG EXCLUSION	32,425,077	32,425,077	0	0	0	32,425,077
IMPROVEMENTS	942,980,218	942,980,218	0	3,873,874-	3,873,874-	939,106,344
APPRAISED VALUE	7,378,007,830	7,378,007,830	0	3,873,874-	3,873,874-	7,374,133,956
EXEMPTIONS	2,071,397,163	2,071,397,163	0	1,884,638	1,884,638	2,073,281,801
TAXABLE VALUE	5,274,185,590	5,274,185,590	0	5,758,512-	5,758,512-	5,268,427,078
LEVY	90,269.76	90,269.76	.00	27,616.75-	27,616.75-	62,653.01
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	0	17	17	10,444
OVER 65	3,603	3,603	0	4	4	3,607
DISABLED	178	178	0	2	2	180
VETERAN	259	259	0	1	1	260
TOTAL EXEMPT	88	88	0	0	0	88

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

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2026
	-----	-----	-----	-----	-----	-----
LAND VALUE	6,593,325,295	6,593,325,295	0	0	0	6,593,325,295
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	0	740-	740-	873,774,357
APPRAISED VALUE	6,593,325,295	6,593,325,295	0	740-	740-	6,593,324,555
EXEMPTIONS	1,782,152,718	1,782,152,718	0	90,174-	90,174-	1,782,062,544
TAXABLE VALUE	4,778,686,394	4,778,686,394	0	89,434	89,434	4,778,775,828
LEVY	46,639.80	46,639.80	.00	627.71	627.71	47,267.51
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	1-	1-	10,594
OVER 65	3,475	3,475	0	1-	1-	3,474
DISABLED	180	180	0	0	0	180
VETERAN	253	253	0	1	1	254
TOTAL EXEMPT	84	84	0	0	0	84

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

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2026
	-----	-----	-----	-----	-----	-----
LAND VALUE	5,827,810,207	5,827,810,207	0	0	0	5,827,810,207
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	0	437,058-	437,058-	774,720,407
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	437,058-	437,058-	5,827,373,149
EXEMPTIONS	1,579,451,702	1,579,451,702	0	0	0	1,579,451,702
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	437,058-	437,058-	4,214,230,134
LEVY	27,567.15	27,567.15	.00	2,129.84-	2,129.84-	25,437.31
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	0	0	10,298
OVER 65	3,255	3,255	0	0	0	3,255
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	0	0	240
TOTAL EXEMPT	84	84	0	0	0	84

**Summary of Jurisdiction Remittances Processed Property Tax File**  
**For Remitted Deposit Dates 01/01/2026 thru 01/31/2026 as of 02/09/2026**

Batch Seq  
5064060

Report run on: February 9, 2026 12:03 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
<b>337 FRIENDWD CITY</b>							
ACH 95632	Print Date:02/03/2026						
	Current	1,440,442.40	412,308.21	0.00	0.00	0.00	1,852,750.61
	Delq	2,194.61	609.77	0.00	0.00	0.00	2,804.38
Last Deposit Date	01/06/2026	\$1,442,637.01	\$412,917.98	\$0.00	\$0.00	\$0.00	\$1,855,554.99
ACH 95683	Print Date:02/03/2026						
	Current	142,232.92	40,712.32	0.00	0.00	0.00	182,945.24
	Delq	(3,106.97)	(897.33)	0.00	0.00	0.00	(4,004.30)
Last Deposit Date	01/07/2026	\$139,125.95	\$39,814.99	\$0.00	\$0.00	\$0.00	\$178,940.94
ACH 95734	Print Date:02/03/2026						
	Current	687,403.20	196,760.36	0.00	0.00	0.00	884,163.56
	Delq	381.72	103.92	0.00	0.00	0.00	485.64
Last Deposit Date	01/08/2026	\$687,784.92	\$196,864.28	\$0.00	\$0.00	\$0.00	\$884,649.20
ACH 95786	Print Date:02/03/2026						
	Current	277,047.14	79,301.12	0.00	0.00	0.00	356,348.26
	Delq	1,821.07	496.26	0.00	0.00	0.00	2,317.33
Last Deposit Date	01/12/2026	\$278,868.21	\$79,797.38	\$0.00	\$0.00	\$0.00	\$358,665.59
ACH 95837	Print Date:02/03/2026						
	Current	238,549.49	68,281.72	0.00	0.00	0.00	306,831.21
Last Deposit Date	01/13/2026	\$238,549.49	\$68,281.72	\$0.00	\$0.00	\$0.00	\$306,831.21
ACH 95889	Print Date:02/03/2026						
	Current	265,484.68	75,991.50	0.00	0.00	0.00	341,476.18
	Delq	(9.72)	(2.62)	0.00	0.00	0.00	(12.34)
Last Deposit Date	01/14/2026	\$265,474.96	\$75,988.88	\$0.00	\$0.00	\$0.00	\$341,463.84
ACH 95939	Print Date:02/03/2026						
	Current	396,711.56	113,553.54	0.00	0.00	0.00	510,265.10
	Delq	225.06	60.58	0.00	0.00	0.00	285.64
Last Deposit Date	01/15/2026	\$396,936.62	\$113,614.12	\$0.00	\$0.00	\$0.00	\$510,550.74
ACH 95988	Print Date:02/03/2026						
	Current	111,865.88	32,020.18	0.00	0.00	0.00	143,886.06
Last Deposit Date	01/16/2026	\$111,865.88	\$32,020.18	\$0.00	\$0.00	\$0.00	\$143,886.06
ACH 96038	Print Date:02/03/2026						
	Current	280,160.61	80,192.43	0.00	0.00	0.00	360,353.04
	Delq	434.40	118.27	0.00	0.00	0.00	552.67
Last Deposit Date	01/20/2026	\$280,595.01	\$80,310.70	\$0.00	\$0.00	\$0.00	\$360,905.71
ACH 96087	Print Date:02/03/2026						
	Current	224,856.76	64,362.38	0.00	0.00	0.00	289,219.14
	Delq	194.18	52.87	0.00	0.00	0.00	247.05
Last Deposit Date	01/21/2026	\$225,050.94	\$64,415.25	\$0.00	\$0.00	\$0.00	\$289,466.19
ACH 96139	Print Date:02/03/2026						
	Current	1,064,721.58	304,762.74	0.00	0.00	0.00	1,369,484.32
	Delq	376.09	102.41	0.00	0.00	0.00	478.50
Last Deposit Date	01/22/2026	\$1,065,097.67	\$304,865.15	\$0.00	\$0.00	\$0.00	\$1,369,962.82

**Summary of Jurisdiction Remittances Processed Property Tax File**  
**For Remitted Deposit Dates 01/01/2026 thru 01/31/2026 as of 02/09/2026**

Batch Seq  
5064060

Report run on: February 9, 2026 12:03 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
<b>337 FRIENDWD CITY</b>							
ACH 96189	Print Date:02/03/2026						
	Current	164,269.89	47,020.14	0.00	0.00	0.00	211,290.03
	Delq	22.70	6.18	0.00	0.00	0.00	28.88
Last Deposit Date	01/23/2026	\$164,292.59	\$47,026.32	\$0.00	\$0.00	\$0.00	\$211,318.91
ACH 96241	Print Date:02/03/2026						
	Current	384,591.30	110,084.17	0.00	0.00	0.00	494,675.47
	Delq	320.24	102.18	0.00	0.00	0.00	422.42
Last Deposit Date	01/26/2026	\$384,911.54	\$110,186.35	\$0.00	\$0.00	\$0.00	\$495,097.89
ACH 96291	Print Date:02/03/2026						
	Current	157,142.89	44,980.13	0.00	0.00	0.00	202,123.02
	Delq	(848.23)	(230.94)	0.00	0.00	0.00	(1,079.17)
Last Deposit Date	01/27/2026	\$156,294.66	\$44,749.19	\$0.00	\$0.00	\$0.00	\$201,043.85
ACH 96343	Print Date:02/03/2026						
	Current	389,643.70	111,530.58	0.00	0.00	0.00	501,174.28
	Delq	150.26	40.91	0.00	0.00	0.00	191.17
Last Deposit Date	01/28/2026	\$389,793.96	\$111,571.49	\$0.00	\$0.00	\$0.00	\$501,365.45
ACH 96392	Print Date:02/03/2026						
	Current	418,894.17	119,903.01	0.00	0.00	0.00	538,797.18
	Delq	1,508.68	436.47	0.00	0.00	0.00	1,945.15
Last Deposit Date	01/29/2026	\$420,402.85	\$120,339.48	\$0.00	\$0.00	\$0.00	\$540,742.33
ACH 96460	Print Date:02/03/2026						
	Current	517,813.09	148,217.28	0.00	0.00	0.00	666,030.37
	Delq	1,293.35	351.47	0.00	0.00	0.00	1,644.82
Last Deposit Date	01/30/2026	\$519,106.44	\$148,568.75	\$0.00	\$0.00	\$0.00	\$667,675.19
	<b>Total:</b>	<b>\$7,166,788.70</b>	<b>\$2,051,332.21</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,218,120.91</b>

02/02/2026 17:34:23 5054751  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 01/01/2026 THRU 01/31/2026  
 JURISDICTION: 0175 FRIENDWD CITY CENTER PID

PAGE: 14  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2025	M & O	.000000	53,257.02	.00	.00	.00	53,257.02	.00	.00	.00	53,257.02
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.000000	53,257.02	.00	.00	.00	53,257.02	.00	.00	.00	53,257.02
ALL	M & O		53,257.02	.00	.00	.00	53,257.02	.00	.00	.00	53,257.02
ALL	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
ALL	TOTAL		53,257.02	.00	.00	.00	53,257.02	.00	.00	.00	53,257.02
DLQ	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	M & O		53,257.02	.00	.00	.00	53,257.02	.00	.00	.00	53,257.02
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		53,257.02	.00	.00	.00	53,257.02	.00	.00	.00	53,257.02

02/02/2026 17:28:29  
TC298-L SELECTION: DEPOSIT

5054751

TAX COLLECTION SYSTEM  
DEPOSIT DISTRIBUTION  
PAYMENTS DETAIL SCHEDULE  
FROM: 01/01/2026 THRU 01/31/2026  
JURISDICTION: 175 FRIENDWD CITY CENTER PID

PAGE: 2723  
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2025	132012626GV	H432150000231	202601	18,714.07	0.00	0.00	0.00	18,714.07
2025	902123025EP8	H432150000232	202512	34,542.95	0.00	0.00	0.00	34,542.95
	2025 TOTAL			53,257.02	0.00	0.00	0.00	53,257.02
	TOTAL PAYMENTS			53,257.02	0.00	0.00	0.00	53,257.02
	TOTAL ACCOUNTS			2				

02/02/2026 17:28:29  
TC298-N SELECTION: DEPOSIT

5054751

TAX COLLECTION SYSTEM  
DEPOSIT DISTRIBUTION  
SUMMARY OF PAYMENTS AND REVERSALS  
FROM: 01/01/2026 THRU 01/31/2026  
JURISDICTION: 175 FRIENDWD CITY CENTER PID

PAGE: 12  
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2025 TOTAL		53,257.02	0.00	0.00	0.00	0.00	53,257.02
	TOTAL PAYMENTS		53,257.02	0.00	0.00	0.00	0.00	53,257.02
	TOTAL FOR UNIT		53,257.02	0.00	0.00	0.00	0.00	53,257.02

TAX COLLECTION SYSTEM  
 TAX COLLECTOR MONTHLY REPORT  
 FROM 08/01/2025 TO 01/31/2026

FISCAL START: 08/01/2025 END: 07/31/2026 JURISDICTION: 0175 FRIENDWD CITY CENTER PID

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	4,095,664	4,095,664	00.000000	1,083,718.80	2

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2025	0.00	1,083,718.80	1,083,718.80	53,257.02	53,257.02	1,030,461.78	4.91	0.00
****	0.00	1,083,718.80	1,083,718.80	53,257.02	53,257.02	1,030,461.78		0.00
CURR	0.00	1,083,718.80	1,083,718.80	53,257.02	53,257.02	1,030,461.78		0.00
DELQ	0.00	.00	0.00	0.00	0.00	0.00		0.00

TAX COLLECTION SYSTEM  
 TAX COLLECTOR MONTHLY REPORT  
 FROM 01/01/2026 TO 01/31/2026

FISCAL START: 08/01/2025 END: 07/31/2026 JURISDICTION: 0175 FRIENDWD CITY CENTER PID

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	4,095,664	4,095,664	00.000000	1,083,718.80	2

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2025	0.00	.00	1,083,718.80	53,257.02	53,257.02	1,030,461.78	4.91	0.00
****	0.00	.00	1,083,718.80	53,257.02	53,257.02	1,030,461.78		0.00
CURR	0.00	.00	1,083,718.80	53,257.02	53,257.02	1,030,461.78		0.00
DELQ	0.00	.00	0.00	0.00	0.00	0.00		0.00

ALL PROPERTY

TAX COLLECTION SYSTEM  
 SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS  
 FOR TAX YEAR: 2025  
 JURISDICTION: 0175 FRIENDWD CITY CENTER PID

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2026
	-----	-----	-----	-----	-----	-----
LAND VALUE	0	0	3,919,124	0	3,919,124	3,919,124
AG EXCLUSION	0	0	0	0	0	0
IMPROVEMENTS	0	0	176,540	0	176,540	176,540
APPRAISED VALUE	0	0	4,095,664	0	4,095,664	4,095,664
EXEMPTIONS	0	0	0	0	0	0
TAXABLE VALUE	0	0	4,095,664	0	4,095,664	4,095,664
LEVY	.00	.00	1,083,718.80	.00	1,083,718.80	1,083,718.80
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	0	0	0	0	0	0
OVER 65	0	0	0	0	0	0
DISABLED	0	0	0	0	0	0
VETERAN	0	0	0	0	0	0
TOTAL EXEMPT	0	0	0	0	0	0

**Summary of Jurisdiction Remittances Processed Property Tax File**  
**For Remitted Deposit Dates 01/01/2026 thru 01/31/2026 as of 02/09/2026**

Batch Seq  
5064060

Report run on: February 9, 2026 12:03 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
<b>175 Friendswood City Center PID</b>							
ACH 95617	Print Date:02/03/2026						
	Current	34,542.95	0.00	0.00	0.00	0.00	34,542.95
Last Deposit Date	01/06/2026	\$34,542.95	\$0.00	\$0.00	\$0.00	\$0.00	\$34,542.95
ACH 96226	Print Date:02/03/2026						
	Current	18,714.07	0.00	0.00	0.00	0.00	18,714.07
Last Deposit Date	01/26/2026	\$18,714.07	\$0.00	\$0.00	\$0.00	\$0.00	\$18,714.07
	<b>Total:</b>	<b>\$53,257.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$53,257.02</b>

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: March 2, 2026

Date submitted: 02/02/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on February 2, 2026.

Originating Department: City Secretary

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on January 5, 2026. The draft minutes are attached to the item.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. 2026 02 03 CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF FRIENDSWOOD  
February 2, 2026**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, FEBRUARY 2, 2026, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

John Ellisor	Mayor Pro Tem
Sally Branson	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Councilmember
Michael P. Ross	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Raquel Martinez	City Secretary

**1. CALL TO ORDER**

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M. All members were present with the exception of the absence of Councilmember Trish Hanks.

**2. INVOCATION**

The invocation was led by Pastor David Lorenz of First Baptist Friendswood.

**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 introduced the students and teachers from Windsong Elementary. He noted the Council for a Day Program allows second graders from the four elementary schools in Friendswood to “take over” the council dais and sit-in for Council and Staff. Mayor Foreman welcomed all the students, their families, teachers, and school administrators. The participants included:

Position	Student	Teacher
City Secretary No. 1 (Raquel Martinez)	Audrey Studebaker	Ms. Goodrich
City Secretary No. 2 (Raquel Martinez)	Ensley Rich	Ms. Galvan
Councilmember Pos. No. 6 (Michael P. Ross)	Amalia Knupfer	Ms. Smith

Councilmember Pos. No. 5 (Joe Matranga)	Grayson Crabtree	Ms. Williams
Councilmember Pos. No. 4 (Robert Griffon)	Tyler Rodriguez	Ms. Smith
Mayor (Mike Foreman)	Jaxson Escobar	Ms. Goodrich
Councilmember Pos. No. 3 (Trish Hanks)	Trip Coley	Ms. Galvan
Councilmember Pos. No. 2 (Sally Branson)	Cecilia Balderas	Ms. Hendershot
Councilmember Pos. No. 1 (Mayor Pro Tem John Ellisor)	Nora Foster	Ms. Smith
City Attorney (Karen Horner)	Preston Baracy	Ms. Hendershot
City Manager (Morad Kabiri)	Bailey Paz	Ms. Williams

A motion was made by Councilmember Nora Foster (John Ellisor) and seconded by Councilmember Cecilia Balderas (Sally Branson) proclaiming February 2, 2026, as Windsong Elementary School Day in the City of Friendswood. The vote was the following:

Ayes: Mayor Jaxson Escobar (Mike Foreman), Councilmember Nora Foster (Mayor Pro Tem John Ellisor), Councilmember Cecilia Balderas (Sally Branson), Councilmember Trip Coley (Trish Hanks), Councilmember Tyler Rodriguez (Robert Griffon), Councilmember Grayson Crabtree (Joe Matranga), and Councilmember Amalia Knupfer (Michael P. Ross)

Nays: None

The item passed unanimously.

At 5:48 P.M., Mayor Foreman recessed the meeting for the Council for a Day Reception.

At 5:57 P.M., Mayor Foreman reconvened the meeting.

Mayor Foreman proceeded to take the agenda out of order to first consider Items 9.F. and 9.G.

**9. CITY MANAGER’S REPORT**

**F. Recognize Patrol Officer Barry Yodzis for his over forty-five years of service and retirement with the City of Friendswood.**

**G. Recognize Sergeant Mike Cordero for his thirty years of service and retirement with the City of Friendswood.**

Following Item 4.A., City Manager Morad Kabiri thanked the Mayor and Council for adjusting the agenda due to attendance. He stated that the City was recognizing two police officers retiring after a number of years of service to the city. He noted Officer Barry Yodzis has served for 45 years and Sergeant Mike Cordero served for over 30 years. When Friendswood was recognized as the safest community, it is thanks in large part to Sergeant Cordero and Officer Barry Yodzis and the foundation they established years ago. Mr. Kabiri and Council thanked the officers for their service.

After the consideration of Items 9.F. and 9.G., Mayor Foreman returned to the regular order of the agenda.

## **5. COUNCIL COMMENTS AND REPORTS**

Mayor Foreman opened the item inviting the Councilmembers to provide their comments. Mayor Pro Tem Ellisor thanked the Friendswood Independent School District (FISD) Board for allowing the City to use their facilities while their Council Chambers was being upgraded. He reflected on his nearly 50 years in Friendswood and shared experiences with Friendswood PD. He noted that Officer Cordero made regular stops to check on his family and said he loves and appreciates the Friendswood officers.

Councilmember Branson also thanked FISD and expressed appreciation for the work that went into the Council Chambers. She shared several community updates, including: 1) Community & Economic Development Committee's (CEDC) Small Business Week at the end of April, 2) the Historical Society is now accepting applications for the Joycina Day Baker Award through March, 3) Chamber of Commerce recognized La Casita for 50 years in business, 4) Ms. Denise Spruiell was honored as outgoing Chamber Chair, 5) upcoming Friendswood Downtown Economic Development Corporation (FDEDC) downtown signs, and 6) the Friendswood Community Prayer Breakfast. She also praised Deputy City Manager Steven Rhea for his presentation on the sidewalk project at the Houston-Galveston Area Council (H-GAC) Bringing Back Main Street Roundtable. She lastly encouraged the public to attend Friendswood High School's production of Les Misérables.

Councilmember Griffon thanked FISD for the use of their building during the upgrades. He shared a story about Officer Barry Yodzis helping him when his 1966 Mustang stalled on Spreading Oaks. He appreciated the help and thanked all the Friendswood police officers.

Councilmember Matranga gave a shout-out to Friendswood High School and its science department. He volunteered for their science fair and was impressed by the youth in Friendswood. He also highlighted the January Tree Giveaway hosted by Parks and Recreation and Keep Friendswood Beautiful. He concluded by also thanking FISD for accommodating the Council meetings in their Boardroom.

Councilmember Ross thanked FISD for the loaner boardroom and apologized for missing the last meeting due to business he needed to attend to. He then cautioned parents of children riding electric bikes, scooters, and motorcycles to teach them the rules of the road. He emphasized that these vehicles should be treated the same as others, must obey traffic laws and stop signs, and that he does not want a serious accident to occur in the community.

Mayor Foreman closed the comments by thanking FISD for the use of the boardroom during the upgrades. He stated that Council was happy to be back home in their own Council Chambers and noted that the project had turned out remarkably well.

## **6. PUBLIC COMMENT**

Mayor Foreman announced the following citizens had signed up to provide a public comment.

Mr. Gregg Fitzgerald requested to speak to Council to honor Officer Barry Yodzis. He shared over his family's long history in Friendswood and recalled how Officer Yodzis showed kindness and compassion to his brother while serving in patrol.

Mr. Wesley Stilwell, representing the Wedgwood Village HOA and nearly 1,000 homes, spoke about the Blackhawk project. While Phase One had issues that were addressed, he relayed the HOA is against any reprieve from construction. Residents want Phase Two to move forward as rapidly as possible. On that note, Mayor Foreman responded that staff is working diligently to move the project forward.

Mr. Kenneth Kruse, a resident of the Forest of Friendswood, spoke in opposition to Item 11.A. regarding the proposed rezoning. He expressed concern about patchwork zoning changes made to fit developer proposals. He warned about increased traffic, high school students crossing FM 2351, and the proximity of existing apartment complexes that already require frequent police attention.

Ms. Michelle Connely discussed her opposition to Item 11.A. She shared her concerns about school overcrowding and increased traffic on FM 2351 and FM 528. She said the proposed apartment complex would add strain to their limited grocery stores. She is against large developments and more concrete, saying Friendswood is becoming less “wood”.

Mr. Mark Bessler, a Friendswood resident and Garage Ultimate unit owner, shared that after moving back to Texas he struggled to find the large lots and garage space Friendswood used to offer. He said this shift reflects past city decisions favoring developers and does not align with what residents originally wanted for the community. He argued that the proposed development offers nothing beneficial to the city and urged Council to vote against item 11A. He noted that over 200 residents polled opposed it.

Mr. Nick Deutsch, the developer of Garage Ultimate, shared his opposition to Item 11.A. He explained that the property sits in an industrial corridor on the Future Land Use Map and that rezoning a single tract to residential would remove it from the City’s Comprehensive Plan. He also argued that the noise analysis was not a true study, the private access road was never intended to serve hundreds of apartments, and urged Council to follow the full process before making changes.

Ms. Connie Ratisseau spoke to encourage the public to vote in the primaries and also spoke against the 29-acre property rezoning on FM 2351. She said traffic is already difficult and raised safety concerns for students crossing busy roads. She also warned about flooding risks from removing trees and raising land. She urged Council to keep the property zoned industrial.

Mr. Kevin Thomas, a Garage Ultimate owner, said the project was built by following zoning rules and selecting land already designated for industrial use. He argued the new developers chose cheaper industrial land and are now asking the City to change zoning after the fact instead of building on property already zoned for residential use. He believes that is a bad idea.

## 7. WORK SESSION TOPICS

### a. Receive and discuss the Engineering Department's Quarterly Drainage Update.

Graduate Engineer Marua Blackburn presented the Engineering Department's Quarterly Drainage Update with the following highlights:

UTILITY RELOCATE AT CLEAR CREEK
<b>Location:</b> Polly Ranch Subdivision; Dave Brown Memorial Park; Terra Bella Subdivision (south of Blackhawk Wastewater Treatment Plant)

FRIENDSWOOD REGIONAL STORMWATER DETENTION BASIN
<b>Location:</b> FM 1959 & Blackhawk Boulevard
<b>Status</b>

<p><b>Status</b></p> <ul style="list-style-type: none"> <li>• Open cut main piping for final tie-ins (Galveston County side) underway</li> <li>• 8” and 24” bores completed</li> <li>• Bridge demolition and final tie-ins upcoming</li> <li>• Scheduled for completion in 2026</li> </ul> <p><b>Cost:</b> \$1,693,260</p> <p><b>Funding:</b> CDBG-DR Grant Funds (Hurricane Harvey)</p>
--

<ul style="list-style-type: none"> <li>• Moving forward with dry-bottom detention basin option</li> <li>• Avoids wetlands and archeological areas</li> <li>• Provides over 730 acre-feet of detention</li> <li>• Rough grading completed</li> <li>• 50% design review expected this month</li> </ul> <p><b>Estimated Cost:</b> \$32,453,298.11</p> <p><b>Funding:</b> Flood Control Bond Funds; GCCDD; HCFCD; Galveston County</p>
--

<b>WHITCOMB PROPERTY DETENTION PONDS (TIRZ 1)</b>
<p><b>Location:</b> FM 528 &amp; Blackhawk Boulevard</p> <p><b>Status</b></p> <ul style="list-style-type: none"> <li>• Excavation for both ponds substantially complete</li> <li>• Bridge construction upcoming</li> <li>• Outfall to HCFCD ditch forthcoming</li> <li>• Bulkhead construction on Pond 1 upcoming</li> </ul> <p><b>Funding:</b> Flood Control-related sources</p>

<b>WHITCOMB TERRACING &amp; STORMWATER DETENTION BASIN</b>
<p><b>Location:</b> Adjacent to Friendswood City Center Detention Basins</p> <p><b>Status</b></p> <ul style="list-style-type: none"> <li>• Two terracing alternatives under review</li> <li>• Final modeling underway</li> <li>• Cultural Report submitted to Texas Historical Commission</li> <li>• ESA completed</li> <li>• Threatened &amp; Endangered Species Report completed</li> <li>• Existing condition modeling completed</li> <li>• Alternative selection pending final modeling</li> </ul> <p><b>Funding:</b> Flood Control Bond Funds; \$10M TWDB allocation to HCFCD</p>

<b>COMPREHENSIVE MASTER DRAINAGE PLAN</b>
<p><b>Location:</b> Citywide</p> <p><b>Status</b></p> <ul style="list-style-type: none"> <li>• Alternative analysis under review</li> <li>• Draft report in progress</li> <li>• Initial modeling and risk assessment completed</li> <li>• Problem areas identified</li> <li>• Public Engagement Meeting scheduled Feb 12 (5:30–7:00 PM)</li> </ul> <p><b>Funding:</b> Hazard Mitigation Grant; City Bond Funds</p>

<b>2019 BOND LEVERAGE SUMMARY</b>					
<b>PROJECT</b>	<b>LOCATION</b>	<b>2019 BOND FUNDS</b>	<b>PARTNERSHIP/ GRANT FUNDS</b>	<b>PARTNER</b>	<b>PROJECT TOTAL</b>
Harold Whitaker Detention Basin	Imperial Estates / 1776 Park	\$5,500,000	\$10,000,000	Galveston County Consolidated Drainage District (GCCDD)	\$15,500,000

Forest Bend Detention Basin	Forest Bend Park	\$355,143	\$3,600,189	City General Fund; Harvey CDBG-DR Grant	\$3,955,332
Friendswood Regional Stormwater Detention Basin	Dixie Farm Road at Clear Creek	\$8,000,000	\$23,453,298	HCFCD; Galveston County ARPA Funds; GCCDD	\$32,453,298
City Center Development Detention Ponds	City Center Development	\$5,000,000	\$11,915,119	Private Developer	\$16,915,119
Whitcomb Terracing Project	Adjacent to City Center along Clear Creek	\$4,850,000	\$10,000,000	Texas Water Development Board (TWDB)	\$14,850,000
Property Acquisition & Buyouts Along Clear Creek	Various	\$1,789,424	\$2,716,573	Harvey CDBG-DR Grant	\$4,505,997
Utility Relocation of Clear Creek Utility Bridge	Polly Ranch / Terra Bella Subdivisions	\$16,500	\$1,735,660	Harvey CDBG-DR Grant	\$1,752,160
Deepwood Flood Control	Deepwood Drive	—	\$464,219	Harvey CDBG-DR Grant	\$464,219
Master Drainage Plan	N/A	\$1,046,768	\$676,110	Hazard Mitigation Grant – TDEM	\$1,722,878
Lower Clear Creek & Dickinson Bayou Watershed Study Phase II – USACE 203 Feasibility	Clear Creek & Dickinson Bayou Watershed	\$1,250,000	\$3,750,000	City of League City; HCFCD; Other Future Partners	\$5,000,000
Bay Area Regional Flood Control Project	Adjacent to Blackhawk WWTP; Friendswood Cove; Autumn Creek; Friendswood Oaks Detention Ponds	\$13,150,000	\$10,000,000	TWDB	\$23,150,000
<b>TOTALS</b>		<b>\$40,957,835</b>	<b>\$79,311,168</b>		<b>\$120,269,003</b>

City Manager Morad Kabiri reminded Council that the 2019 bond funds were intended as seed dollars to leverage larger regional projects. Mayor Foreman praised staff for turning the \$40 million investment into nearly three times its value for flood and drainage improvements. Councilmember Griffon highlighted the Bay Area Regional Flood Control project near the Blackhawk Wastewater Treatment Plant as a major mitigation effort that could save many homes.

Ms. Blackburn closed her presentation noting that each bond dollar leveraged about \$1.94 in outside funding through partnerships with county, state, federal agencies, and private developers.

**8. REQUEST TO VACATE A SANITARY SEWER EASEMENT WITHIN THE FRIENDSWOOD CITY CENTER SUBDIVISION**

**A. Conduct a public hearing regarding a request to vacate a 20-foot Sanitary Sewer Easement traversing lots addressed as 3727, 3723, 3715, 3711 E FM 528 Rd and 18001 Blackhawk Boulevard, properties also located within the Friendswood City Center Subdivision Final Plat, said easement being an approximate 0.706-acre tract of dedicated by separate instrument as evidenced by H.C.C.F. RP-2020-59908 in Friendswood, Harris County, Texas.**

At 6:49 P.M., Mayor Foreman opened the public hearing and asked staff to summarize the subject matter.

Director of Community Development Aubrey Harbin relayed the easement in question was dedicated for a public sewer line and is impeding future landscaping for the Friendswood City Center. Thus, the request before Council is to vacate the easement. The line is being relocated to the middle of the driveways of the properties, so they will dedicate a new easement. In order to vacate, Ms. Harbin relayed the required notices were sent and the Planning and Zoning Commission held their public hearing on January 8th and has forwarded a positive recommendation.

Mayor Foreman announced no citizen had signed up to speak on the item.

At 6:50 P.M., Mayor Foreman closed the public hearing.

**B. Consider an ordinance to vacate a 20-foot Sanitary Sewer Easement traversing lots addressed as 3727, 3723, 3715, 3711 E FM 528 Rd and 18001 Blackhawk Boulevard, properties also located within the Friendswood City Center Subdivision Final Plat, said easement being an approximate 0.706-acre tract of dedicated by separate instrument as evidenced by H.C.C.F. RP-2020-59908 in Friendswood, Harris County, Texas.**

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to approve Ordinance No. 2026-07, as submitted and related to Item 8.B. However, there was discussion prior to the vote:

Councilmember Ross questioned the effective date of the abandonment and expressed concern about having infrastructure without an easement in place. Director of Community Development Aubrey Harbin explained that the new line would be installed and accepted before the new easement is recorded. City Manager Morad Kabiri added that without the easement, there would be no certificates of occupancy, plats, or permits approved without a functioning line. There is no existing line, and the change is simply a relocation with no loss of sewer capacity.

The vote for the motion on the table was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

#### ORDINANCE NO. 2026-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE ABANDONMENT OF THE CITY'S INTEREST IN A TWENTY-FOOT (20') SANITARY SEWER EASEMENT TRAVERSING LOTS ADDRESSED AS 3727, 3723, 3715, 3711 E FM 528 AND 18001 BLACKHAWK BOULEVARD, AND LO-

CATED WITHIN THE FRIENDSWOOD CITY CENTER SUBDIVISION FINAL PLAT, SAID EASEMENT BEING APPROXIMATELY 0.706-ACRES AND RECORDED IN THE HARRIS COUNTY CLERK'S REAL PROPERTY RECORDS UNDER FILE NO. RP-2020-59908; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED RELEASING THE CITY'S INTEREST IN SAID EASEMENT; AND ESTABLISHING THE EFFECTIVE DATE.

## **9. CITY MANAGER'S REPORT**

### **A. Present an update on the Daddy Daughter Dance scheduled for Saturday, February 21, 2026.**

City Manager Morad Kabiri announced the Daddy Daughter Dance was scheduled for Saturday, February 21, 2026. It was noted that tickets typically sell out quickly, and appreciation was given to Parks and Recreation for hosting the event.

### **B. Present an update regarding possibly amending the Friendswood City Code to allow staff to approve commercial site plans and plats rather than the Planning and Zoning Commission.**

City Manager Morad Kabiri explained this topic was recently discussed by the Planning and Zoning Commission as an informational item. In short, state law allows cities to approve certain site plans and plats at the staff level, which would allow improved efficiency in processing development applications. The current process requires staff-reviewed commercial site plans to wait for an upcoming Planning and Zoning agenda, even when items are already permitted by ordinance and not subject to denial. Thus, creating delays and confusion. This proposal will return to Council at the March City Council meeting with a public hearing and a formal recommendation from the Planning and Zoning Commission.

### **C. Recognize Director of Engineering Jil Arias for being selected to serve a three-year term on the Board of Directors for the Society of American Military Engineers (SAME).**

City Manager Morad Kabiri recognized Director of Engineering and City Engineer Jil Arias. Mr. Arias was inducted to the Society of American Military Engineers Board of Directors for a three-year term that will start in 2026. This association started in 2016 and was intended to foster engineering leadership throughout the country. Mr. Kabiri thanked him for stepping up and serving in this regard.

### **D. Recognize Chief Building Official Brian Rouane for obtaining his ICC Master Code Professional (MCP) certification.**

City Manager Morad Kabiri recognized Deputy Director of Community Development Brian Rouane who achieved the International Code Council (ICC) Certification as a Master Code Professional. As such, he will have the opportunity to review all the standards associated with ICC. Mr. Kabiri applauded Mr. Rouane for his years of efforts related to achieving this certification.

### **E. Recognize the Friendswood Public Library for receiving the Texas Municipal Library Directors Association's Achievement of Excellence in Libraries Award for 2025.**

City Manager Morad Kabiri announced the Friendswood Public Library was recently notified of achieving the Library Excellence Award from the Texas Municipal Library Directors Association. This is the 12th consecutive year, and he congratulated Acting Library Director Karen Hart and her team.

Items 9.F. and 9.G. were taken out of order and considered after Item 4.A., and prior to Item 5.

## 10. BUSINESS ITEMS

### **A. Consider approving a three-year contract with the Friendswood Chamber of Commerce for economic development services.**

Deputy City Manager Steven Rhea presented an updated contract with the Friendswood Chamber of Commerce for economic development services. The Chamber allowed a three-year term at \$8,000 per year with complimentary event tickets for Council and staff. He noted this is a reduction from the previous \$20,000 per year agreement. Mayor Foreman thanked Pastor David Lorenz, the Incoming Volunteer Chairman of the Chamber Board, for negotiating the lower cost, emphasizing that the \$12,000 per year savings is meaningful to the City's budget.

Councilmember Ross wanted clarity on how the Chamber funds are used, whether events generate measurable business impact, and if the Chamber is tracking value to ensure it is getting a return on its investment. Pastor Lorenz explained that while it is difficult to quantify the Chamber's impact in strict dollars and cents, the organization hosted 88 events over the past year, including: business training, nonprofit education, 39 ribbon cuttings, and sponsoring major community events like the Christmas Lighted Parade, Halloween in the Park, and the Car and Bike Show. He said these activities bring people into the community, promote local businesses, and connect a wide range of businesses and nonprofits.

Councilmember Ross shared he reviewed older Chamber budgets and acknowledged their fiscal responsibility and strong fundraising ratios but was looking for more tangible data to measure business impact. Pastor Lorenz responded that the earlier discussion prompted the Chamber board to become more intentional about measuring impact and gathering feedback from businesses and nonprofits.

A motion was made by Mayor Pro Tem Ellisor and seconded by Councilmember Ross approving a three-year contract with the Friendswood Chamber of Commerce for economic development services, related to Item 10.A. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

### **B. Consider authorizing a Joint Participation Interlocal Agreement with Harris County for the design and construction of a new traffic signal at the intersection of Grissom Road and Bay Area Boulevard.**

Director of Engineering Jil Arias presented to Council an interlocal agreement with Harris County related to a partnership project to design and construct a new traffic signal at the intersection of Grissom Road and Bay Area Boulevard. Harris County will handle both design and construction and will maintain the

signal once completed. League City will assist with half of the City's share, leaving Friendswood responsible for only 25% of the cost. The agreement is between the City and Harris County because Friendswood met the County's partnership requirements at the time of application, while League City did not.

Mayor Foreman questioned if the traffic signal is being installed because the intersection had experienced accidents. Mr. Arias confirmed so and relayed that while a three-way stop helped, traffic impact analysis showed that future growth—largely from League City—will increase traffic. Councilmember Ross questioned how much traffic is generated by League City and expressed concern that their financial participation may be too low without a formal traffic impact study. Mr. Kabiri noted that League City has no obligation to participate; however, they are willing to cover half of the City's share, leaving Friendswood responsible for only 25%. There is no requirement for League City nor leverage on Friendswood's part to require a greater participation rate. Councilmember Matranga offered a different perspective, noting that many Friendswood residents use that intersection.

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to authorize a Joint Participation Interlocal Agreement with Harris County, related to Item 10.B. However, the motion was later amended due to City Attorney Karen Horner explaining that Council should condition approval pending receiving an amended interlocal agreement from League City reflecting the cost share. The City's portion would be \$167,000 due to increased costs.

An amended motion was made by Councilmember Branson and seconded by Councilmember Griffon authorizing a Joint Participation Interlocal Agreement with Harris County for the design and construction of a new traffic signal at the intersection of Grissom Road and Bay Area Boulevard, with the condition of the approval of an amended interlocal agreement from League City reflecting their cost share, related to Item 10.B. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: Councilmember Michael P. Ross

Absent: Councilmember Trish Hanks

The item passed.

**C. Consider authorizing an Interlocal Agreement with the City of League City regarding cost sharing for the development of a Flood Mitigation Plan for Lower Clear Creek and Dickinson Bayou.**

Director of Engineering Jil Arias explained the interlocal agreement continues the Lower Clear Creek and Dickinson Bayou Watershed Study that previously produced projects such as the Friendswood Regional 1959 Detention Project. He said this continuation will follow Section 203 and U.S. Army Corps of Engineers procedures to mirror federal study standards. The City's maximum participation is \$1.25 million, with costs decreasing if additional regional partners join.

Councilmember Ross asked whether this is a riverine study or also includes bay surge events like Hurricane Harvey. Mr. Arias said the largest portion would be riverine, while City Manager Morad Kabiri

added the model would be calibrated against Harvey and other storms, and require City approval of the study scope. Mr. Kabiri additionally explained the \$5 million study is split among Harris County Flood Control District (HCFCD), Galveston County, League City, and Friendswood at \$1.25 million each, with Friendswood and League City eligible for reimbursement as additional partners such as City of Pearland join. The effort is intended to position the region for future federal funding through Army Corps procedures.

Councilmember Ross expressed concern about Friendswood fronting a large share despite contributing a small portion of the drainage area and waiting for future partners to participate. Mr. Kabiri responded the agreement is limited to the study only, emphasizing the City is paying one quarter of the total cost with a three-to-one leverage benefit. Proactive planning could have reduced past flood disasters in Friendswood like Allison and Harvey. He understood the concern but reiterated the City could not force partners to the table. Mayor Foreman said focusing too much on precise cost shares can stall progress, acknowledged Friendswood may be paying more than its proportional share, but stressed the importance of moving forward now to complete flood mitigation work and keep water out of residents' homes.

Councilmember Matranga asked whether completing the flood mitigation plan is intended to position the City to qualify for future federal and outside funding. Mr. Kabiri confirmed that following federal study procedures is necessary for future authorization and funding, explaining that without this step the City would be limited to local partnerships only. Mr. Arias added that the effort is a long-term strategy and represents the first step in a larger, meticulous federal process.

Councilmember Griffon reflected on his years of involvement with watershed committees and drainage districts. He supports the current effort but would like to see more collaboration between counties, drainage districts, and cities to align studies, avoid study duplication, and move more quickly from planning to actual construction. Mr. Kabiri assured that the councilmember's comments are not lost to Staff. Clear Creek has been studied for decades, and staff continues to leverage local bond funds to attract partners where possible. Nevertheless, he reiterated there is no mechanism to force other agencies to participate. Councilmember Griffon concluded by stressing the importance of wisely using taxpayer dollars and continuing strong partnerships to move projects forward.

Councilmember Ross added to Councilmember Griffon's point that they need to demand they create an organization to be lead agency, similar to Harris County Flood Control, to coordinate efforts instead of relying on multiple entities. He noted that county commissioners support the idea and said it is time to move from discussion to action on creating such an organization. Mr. Kabiri noted that the next 2027 legislative session would be the best opportunity to raise the issue with state representatives.

A motion was made by Councilmember Branson and seconded by Councilmember Griffon authorizing an Interlocal Agreement with the City of League City, related to Item 10.C. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: Councilmember Michael P. Ross

Absent: Councilmember Trish Hanks

The item passed.

**D. Consider a Chapter 380 Economic Development Agreement with Sterling Estates, LLC, for the installation of public infrastructure related to residential infill purposes.**

Deputy City Manager Steven Rhea explained that this Chapter 380 Economic Development Agreement would fund the installation of approximately 1,300 linear feet of upgraded water line along Briarmeadow at a total cost of about \$492,536. This is tied to a new residential subdivision on property formerly owned by FISD. The subdivision itself did not require an upgrade, but staff determined upsizing the line would benefit the City's overall distribution system. Therefore, the City proposed funding the full installation.

Councilmember Matranga asked to confirm that the developer would keep the existing line for the subdivision but that upsizing it now would be the most efficient way to benefit the south end of Friendswood. Staff confirmed and noted the City has done similar infrastructure partnerships. Councilmember Ross then questioned why the work was privately bid under a Chapter 380 agreement rather than publicly bid. He noted his own recent water line project cost about half as much and expressed concern the City may be overpaying. Staff explained portions would require boring under driveways and that bid costs vary by quantities and conditions.

Councilmember Matranga stressed the importance of saving money and asked if staff determined the cost was reasonable. Mr. Kabiri confirmed so, as it aligned with bids for similar projects in Friendswood. Mayor Foreman added the agreement also supports future property tax value while improving the City's water distribution system. Mr. Rhea added this is coming out of the Water and Sewer Fund, not the general fund, and would be going towards an infrastructure purpose. The approach was meant to take advantage of existing construction activity and contractors. Nevertheless, Councilmember Ross believed they were circumventing the process, regardless of how expeditious it was to do so.

A motion was made by Councilmember Branson and seconded by Councilmember Griffon authorizing a Chapter 380 Economic Development Agreement with Sterling Estates, LLC, related to Item 10.D. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: Councilmember Michael P. Ross

Absent: Councilmember Trish Hanks

The item passed.

**11. PROPOSED ORDINANCES & RESOLUTIONS**

**A. Consider an ordinance amending the Future Land Use Map (FLUM) for the property located generally at the 4700 block of FM 2351, a tract of land containing 29.3726 acres, to change its designation from "Retail" and "Industrial" to "Mixed Use" and amending the official zoning map to change the zoning classification for such property from Community Shopping Center (CSC) and Industrial (I) to Planned Unit Development (PUD).**

Director of Community Development Aubrey relayed the applicant addressed Council's previous requests by adding a requirement for a sound study during site plan approval. She noted preliminary indications show the 70-foot setback should be sufficient. A phasing plan was also added and includes multifamily and detention first, with commercial construction tied to occupancy approvals.

Mr. Jeff Boutte with EHRA Engineering, the applicant, explained that a formal sound study has not yet been completed, but the Planned Unit Development (PUD) now includes a performance standard requiring a future study to show that 70 decibels at the Garage Ultimate property line would reduce to 58 decibels or less at the residential buildings to comply with the noise ordinance, with additional setbacks or sound walls if needed.

Mr. Boutte additionally explained the request is a two-phase PUD, beginning with a conceptual plan and development standards, followed later by full civil, detention, and site plans returning to Planning and Zoning and City Council for compliance review. The project combines multifamily housing with roughly 85,000 square feet of office, retail, and commercial space. He added this project would include traffic impact analysis that could require roadway improvements or signals, may participate in regional detention to reduce on-site ponds, proposes a trail connection to Randolph Carter Park, and seeks a mixed-use future land use designation based on the site's transitional surroundings.

Councilmember Branson asked whether the buildings highlighted in purple on the aerial presented represented the proposed commercial portion and expressed concern that commercial development often never materializes. Mr. Boutte confirmed they were commercial and explained the plan requires 25% of commercial permits to be submitted and construction started before multifamily certificates of occupancy are issued. Mr. Kabiri noted permits alone were not enough and recommended tying commercial certificates of occupancy directly to the residential development to ensure completion. Councilmember Branson agreed that she would like a "little more teeth in it."

Councilmember Ross questioned what market demand analysis supported the proposed 85,000 square feet of mixed-use commercial space, noting that much of the existing retail along the corridor sits vacant or underperforming. A project engineer present said they were unaware of a completed market study by the developer, but acknowledged formal analysis typically occurs later in design. Councilmember Ross said the amount seemed excessive for the location, suggested it appeared to be a "carrot" to justify the apartments. He warned that approving rezoning now would bypass the comprehensive planning process meant to guide development in the panhandle area with community input.

Mayor Foreman agreed with Councilmember Ross and did not believe the project was a good fit for that area of town. He noted residents raised great points and expressed worry that permitting 25% of the commercial space was only a way to secure apartment occupancy without real commitment to Mixed Use zoning. Councilmember Matranga agreed with the incompatibility. While he thanked the developer's investment in Friendswood, he could not support this project in this location. Councilmember Griffon commented he did not understand why Friendswood has become animated on multifamily housing and smaller lots. He did not understand nor wants to increase their population to 55,000 as it would bring higher costs and traffic problems. Thus, he did not support this project.

Councilmember Ross said he would prefer a traffic impact analysis before rezoning so Council understands roadway impacts in advance. Mr. Kabiri explained that the ordinance allows a conceptual PUD without a TIA, with the study deferred to site plan review, though applicants may submit it upfront

at their own risk. Councilmembers Griffon stressed school-related traffic as the primary issue on FM 2351 and the need for broader coordination with Clear Creek Independent School District (CCISD).

A motion was made by Councilmember Griffon and seconded by Councilmember Matranga to approve the proposed ordinance, as submitted and related to Item 11.A. The vote was the following:

Ayes: None

Nays: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Michael P. Ross

Absent: Councilmember Trish Hanks

The item failed.

**B. Consider on first reading an ordinance amending Appendix A "Signs," Section 1 "Definitions," Section 9 "Prohibited signs," Subsection A, and Section 25 "Nonconforming signs," Subsection F "Conversion of existing billboards to changeable electronic variable message signs (CEVMS)" of the Friendswood City Code to update the CEVMS requirements and to allow the conversion to CEVMS if specified requirements are satisfied.**

City Manager Morad Kabiri opened the item noting that the City currently has four billboards and their ordinance has prohibited new billboards for a number of years. In 2008, the City also prohibited converting static billboards to electronic signs. However, in 2017, Council allowed conversion at the same locations in exchange for public messaging. The ordinance before Council would allow an existing, legally nonconforming billboard to be replaced with an electronic billboard with certain restrictions and with public safety and community messaging.

Mayor Foreman supported the billboard conversion policy in 2017 and stated he continues to support it. He emphasized the value of electronic billboards for quickly sharing public safety alerts, emergency information, and community messages with residents who may not use city notification systems. He also noted the ordinance does not add new billboards but replaces existing ones with improved electronic signs. Councilmember Branson agreed and supported the ordinance for its emergency messaging value and appreciated that it replaces existing billboards one-for-one without increasing. Councilmember Griffon supports electronic billboards as they are a good use of valuable airspace and are already useful in the community for sharing information.

Councilmember Matranga asked whether the billboard was being moved because the existing static structure could not be structurally certified for an electronic sign. Mr. Kabiri explained the ordinance allows conversion at the same site, but the current structure cannot meet engineering requirements and noted the other billboards along FM 2351 could only convert if rebuilt within state permitting, height, and size limits. Councilmember Matranga supported this as an additional way to communicate with residents. Councilmember Ross said the city is limited in options because installing its own billboards could create legal issues, so the current approach is likely the best solution. He praised staff for navigating those constraints and improving the ordinance. From that standpoint, he supports the change.

A motion was made by Councilmember Griffon and seconded by Councilmember Ross to approve a proposed ordinance, as submitted and related to Item 11.B. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

#### PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX A "SIGNS," SECTION 1 "DEFINITIONS," SECTION 9 "PROHIBITED SIGNS," SUBSECTION A AND SECTION 25 "NONCONFORMING SIGNS," SUBSECTION F "CONVERSION OF EXISTING BILLBOARDS TO CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS (CEVMS)" OF THE FRIENDSWOOD CITY CODE TO UPDATE THE CEVMS REQUIREMENTS AND TO ALLOW THE ERECTION OF CEVMS IF SPECIFIED REQUIREMENTS ARE MET; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE.

#### **C. Consider an ordinance amending the City's General Budget for Fiscal Year 2025-2026 by approving "Budget Amendment IV" and providing for supplemental appropriation and/or transfer of certain funds.**

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Ellisor to approve Ordinance No 2026-08, as submitted and related to Item 11.C. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

#### ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2025-23, PASSED AND APPROVED AUGUST 25, 2025, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GEN-

ERAL BUDGET FOR FISCAL YEAR 2025-26, BY APPROVING "BUDGET AMENDMENT IV" 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.

## 12. CONSENT AGENDA

A motion was made by Councilmember Griffon and seconded by Councilmember Matranga to approve Consent Agenda Items 12.A. through 12.B and 12.D. through 12.G., as Item 12.C. was pulled for further discussion. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The Consent Agenda passed.

- A. Consider a resolution authorizing the submission of a grant application to the Public Safety Office of the Office of Governor for FY2027 grant funds pursuant to the General Victim Assistance Direct Services Program; authorizing cash and in-kind matches; and appointing authorized representatives to act on behalf of the City under the grant.**

### RESOLUTION NO. 2026-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER THE GENERAL VICTIM ASSISTANCE, GENERAL DIRECT SERVICES PROGRAM; AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE PUBLIC SAFETY OFFICE OF THE OFFICE OF THE GOVERNOR; DESIGNATING THE DIRECTOR OF FINANCE AS THE CITY'S REPRESENTATIVE IN SUBMITTING FINANCIAL AND/OR PROGRAMMATIC REPORTS; AUTHORIZING THE REQUISITE CASH AND IN-KIND MATCHES; AND PROVIDING AN EFFECTIVE DATE.

- B. Consider a resolution authorizing the submission of a grant application to the Office of the Governor of Texas, Public Safety Office, Criminal Justice Division, for the Bullet-Resistant Shield Grant Program and appointing the Mayor to act as the City's authorized representative for all purposes under the grant.**

### RESOLUTION NO. 2026-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER THE RIFLE-RESISTANT BODY ARMOR GRANT PRO-

GRAM, FY2027; AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE PUBLIC SAFETY OFFICE OF THE OFFICE OF THE GOVERNOR; DESIGNATING THE DIRECTOR OF FINANCE AS THE CITY'S REPRESENTATIVE IN SUBMITTING FINANCIAL AND/OR PROGRAMMATIC REPORTS; AND PROVIDING AN EFFECTIVE DATE.

**C. Consider approving the Friendswood Downtown Economic Development Corporation's payment to AT&T to prepare a cost estimate for a custom work order to remove and relocate communication lines for the downtown area.**

Deputy City Manager Steven Rhea explained this item for \$15,000 is funded by the Friendswood Downtown Economic Development Corporation (FDEDC) to reduce visual clutter along FM 518. The funding pays AT&T to develop a scope of work and engineering plans to remove overhead communication lines. Once completed, AT&T will provide cost estimates to fully remove and bury the lines along the corridor.

Councilmember Ross asked about the estimated costs to bury the communication lines. Mr. Rhea replied earlier projections ranged from roughly \$850,000 to \$1.2 million for AT&T, with Comcast previously around \$850,000 as well. Mr. Rhea also noted the companies say their technology is not moving back overhead and that any future repairs would stay underground.

Councilmember Griffon asked whether the city pre-planned for burying communication lines during the Texas Department of Transportation (TxDOT) sidewalk project. Mr. Rhea said pre-planning was done for lighting but not for communication lines. Mr. Kabiri explained that the FM 518 right-of-way is very congested with existing utilities, leaving little space for additional infrastructure like buried lines.

Councilmember Ross asked how long the engineering study and construction might take. Mr. Rhea said construction timelines cannot be estimated until the study is complete. The engineering work would begin immediately after payment, potentially taking a few weeks based on past experience with Comcast.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson approving the Friendswood Downtown Economic Development Corporation's payment to AT&T, related to Item 12.C. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

**D. Consider authorizing the final acceptance of the Ravine Drive Emergency Sinkhole Repair Project.**

**E. Consider approving the disposal of one (1) Police Department vehicle through EBlock Houston.**

**F. Consider approving the ad valorem tax report for December 2025.**

**G. Consider approving the minutes of the City Council Regular Meeting held on January 5, 2026.**

### **13. EXECUTIVE SESSION**

**A. Recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.**

At 8:15 P.M., Mayor Foreman recessed and convened into an Executive Session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

At 8:39 P.M., Mayor Foreman reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

### **14. DISCUSSION AND POSSIBLE ACTION**

**A. Consider taking appropriate action regarding the City Attorney's annual performance evaluation.**

A motion was made by Councilmember Branson and seconded by Mayor Mike Foreman recommending that City Attorney Karen Horner receive a 4.5% salary increase, as discussed in Executive Session. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Michael P. Ross

Nays: None

Absent: Councilmember Trish Hanks

The item passed unanimously.

### **15. ADJOURNMENT**

With there being no further business, Mayor Foreman adjourned the February 2, 2026, City Council Regular Meeting at 8:40 P.M.

---

Mike Foreman, Mayor

Attest:

---

Raquel Martinez, TRMC, City Secretary