



**CITY COUNCIL SPECIAL MEETING
MONDAY, AUGUST 24, 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 COMMENTS AND REPORTS

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

5. PUBLIC COMMENT

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

6. MUNICIPAL BUDGET FOR FISCAL YEAR 2026-2027

- A. Conduct a public hearing regarding the Proposed Fiscal Year 2026-2027 Municipal Budget for the City of Friendswood.
- B. Discuss and take action concerning the City of Friendswood's Proposed Fiscal Year 2026-2027 Municipal Budget.
- C. Consider ratifying the property tax increase reflected in the City of Friendswood's Budget for Fiscal Year 2026-2027.

7. BUSINESS ITEM

- A. Consider authorizing a License and Indemnity Agreement with Sterling Estates, LLC, for the non-exclusive use of the right-of-way along Briarmeadow Ave. for subdivision signs for the Sterling Estates Subdivision.
- B. Consider awarding the Public Works and Engineering Building Roof Replacement Project to Texas Liqua Tech Services, Inc., through Choice Partners Contract No. 26/009LL-14.

8. 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 verifying the percentage of completion of cybersecurity and artificial intelligence (AI) training programs and authorizing the City Manager or his designee to submit all documentation required by Section 2054.5191 of the Texas Government Code.
- B. Consider a resolution ratifying an Agreement for Temporary Road Closure of state right-of-way with the State of Texas, through the Texas Department of Transportation, for the Friendswood High School Homecoming Parade on FM 518.
- C. Consider authorizing the Second Amendment to the Professional Services Agreement for the City of Friendswood Comprehensive Master Drainage Plan Project with Halff Associates, Inc.
- D. Consider approving the minutes of the City Council Special Meeting held on July 8, 2026.
- E. Consider approving the minutes of the City Council and Friendswood Employee Benefits Trust Joint Meeting held on August 3, 2026.

9. ADJOURNMENT

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

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

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

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

Raquel Martinez



Posted by: Raquel Martinez, TRMC, City Secretary
Posted in compliance with the Open Meetings Act on this
18th day of August 2026, at 12:00 P.M.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: August 24, 2026

Date submitted: 06/05/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Conduct a public hearing regarding the Proposed Fiscal Year 2026-2027 Municipal Budget for the City of Friendswood.

Originating Department: City Secretary

Degree of importance: Critical.

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive public comment regarding the Proposed Fiscal Year 2026-2027 Municipal Budget for the City of Friendswood.

On August 3, 2026, the City Council called for a public hearing regarding the City's proposed FY 2026-27 municipal budget to occur on Monday, August 24, 2026, at 5:30 P.M., in the City Council Chamber located in City Hall, 910 S. Friendswood Drive, Friendswood, Texas 77546. Notice of said public hearing was posted on the City's notice boards and website on Tuesday, August 4, 2026, and published in 1) *The Reporter News* on Wednesday, August 5, 2026, 2) *The Daily News* for Galveston County on Thursday, August 6, 2026, and 3) *Daily Court Review* for Harris County on Friday, August 7, 2026. A copy of the notice is attached for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Failure to conduct the public hearing impacts the validity of the City's municipal budget process.

RECOMMENDATIONS

Conduct the public hearing in compliance with all applicable laws.

ATTACHMENTS

- | | |
|----|--|
| 1. | FY2026-27 Budget Hearing Notice |
| 2. | FY27 PROPOSED BUDGET PRESENTATION 08.24.2026 |



CITY OF FRIENDSWOOD

OFFICE OF THE CITY SECRETARY

NOTICE OF PUBLIC HEARING REGARDING CITY OF FRIENDSWOOD FY2026-27 PROPOSED BUDGET

NOTICE OF PUBLIC HEARING is hereby given in accordance with Section 8.03(c) of the Charter of the City of Friendswood, Texas, and Section 102.006(a)(b) and (c) of the Texas Local Government Code, that the City Council of the City of Friendswood will hold a public hearing giving all interested parties the right to appear and express their views, both written and oral, regarding the City of Friendswood FY2026-27 Proposed Budget. The City Council will hold this public hearing at a Special Council Meeting on **Monday, August 24, 2026, at 5:30 p.m.** in the **Council Chambers, Friendswood City Hall, located at 910 S Friendswood Drive, Friendswood, Texas 77546.**

This budget will raise more total property taxes than last year's budget by \$2,936,322 or 10%, and of that amount \$437,395 is tax revenue to be raised from new property added to the tax roll this year.

The public may inspect the proposed budget at any time on the City's website: <https://www.ci.friendswood.tx.us/573/Annual-Budget>, or by appointment from 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 5:00 p.m., Friday, in the City Secretary's Office, City Hall, 910 S Friendswood Drive, Friendswood, Texas 77546 or by appointment at the Friendswood Public Library, 416 S Friendswood Drive, Friendswood, Texas 77546, during regular operating hours.

The City of Friendswood is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. For assistance, please contact the City's ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit <http://relaytexas.com>.

Raquel Martinez, TRMC, City Secretary

Posted: Tuesday, August 4, 2026

Posting time: 5:00 P.M.

FY2026-2027 Proposed Budget Public Hearing

August 24, 2026



VISION STATEMENT – ADOPTED JULY 1, 2024

“The Friendswood City Council is dedicated to providing quality public services, fostering a vibrant economic climate, and ensuring robust emergency operations and fiscal responsibility.”

KEY BUDGET DRIVERS

Debt Service Obligations

Severe Weather Expenditures

Personnel Costs

Emergency Response Vehicles

Deferred Maintenance

Other Forces at Work

FVFD Contract

PROPOSED BUDGET CHANGES

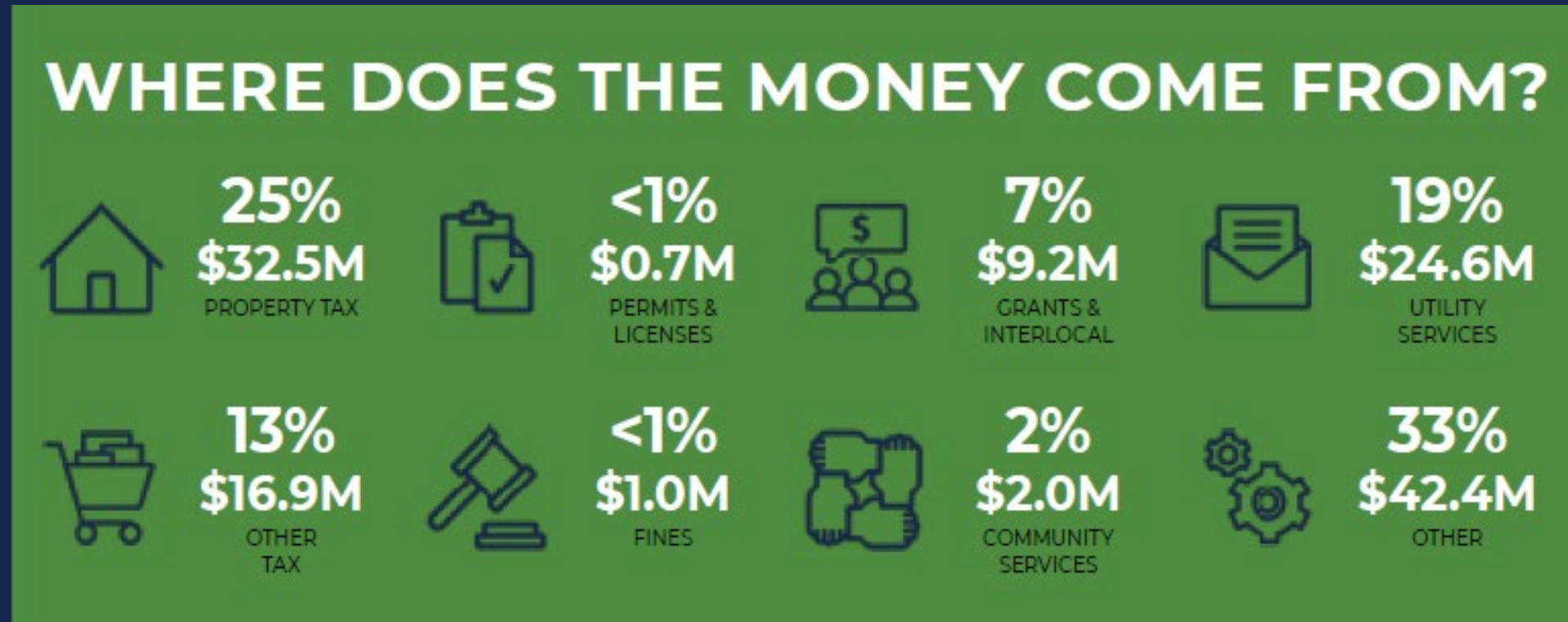
(since August 3th Council Meeting)

GENERAL FUND

EXPENDITURES – \$48.1M (no change)

- **Deletion – Special Election Services - \$150K**
- **Addition – 1 FTE Deputy City Attorney - \$150K**

Total Proposed Revenue (All Funds) ~ \$129.4M



Use of fund balance/retained earnings includes bond funds issued, and grant funds received in prior years to complete capital improvement projects in FY27.

Proposed Budget Tax Rate - \$0.559723

- 4.56 cents above current rate (51.41 cents)
 - NNRR – 51.48 cents
 - VATR w/Unused Increment Rate – 58.698 cents
- Net Estimated Taxable Value \$5.77B (up \$59M)
 - Includes new construction
 - Takes into account exemptions
 - Includes over 65 freeze ceiling values
 - **\$1.3B (No significant change)**
 - Excludes the value of the TIRZs
 - H.B. 9 increased commercial property exemptions from \$2,500 to \$125,000
 - **\$35.3M loss value**



\$78.1M

Projected new construction value
(**down** \$19.8M from last year)



\$338M

Property Values Under Protest (7/28/26)
(\$71M less than last year at certification)



\$6.8M

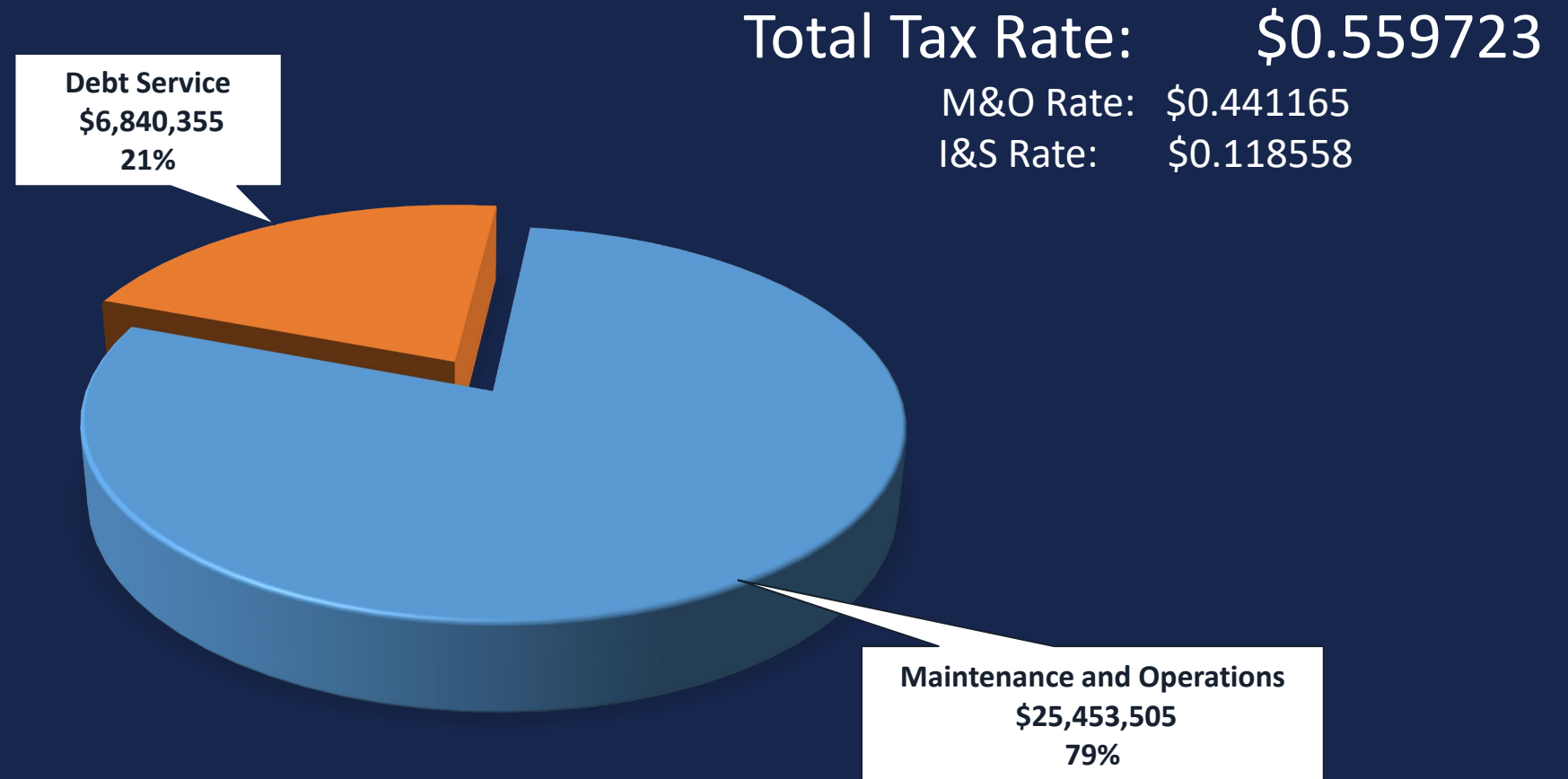
Tax Debt Service Obligation
(\$307K more than last year)

Tax Bill Comparison

Home Value - \$460,000		
No change in value from 2025 to 2026		
Homestead Taxable Value ~ \$368,000 (with 20% homestead exemption)		
	Proposed*	Current
	\$0.559723	\$0.514172
Monthly Tax Bill	\$171.65	\$157.68
Annual Tax Bill	\$2,059.78	\$1,892.15
Monthly Difference from proposed rate		\$13.97
Annual Difference from proposed rate		\$167.63

*Includes unused increment.

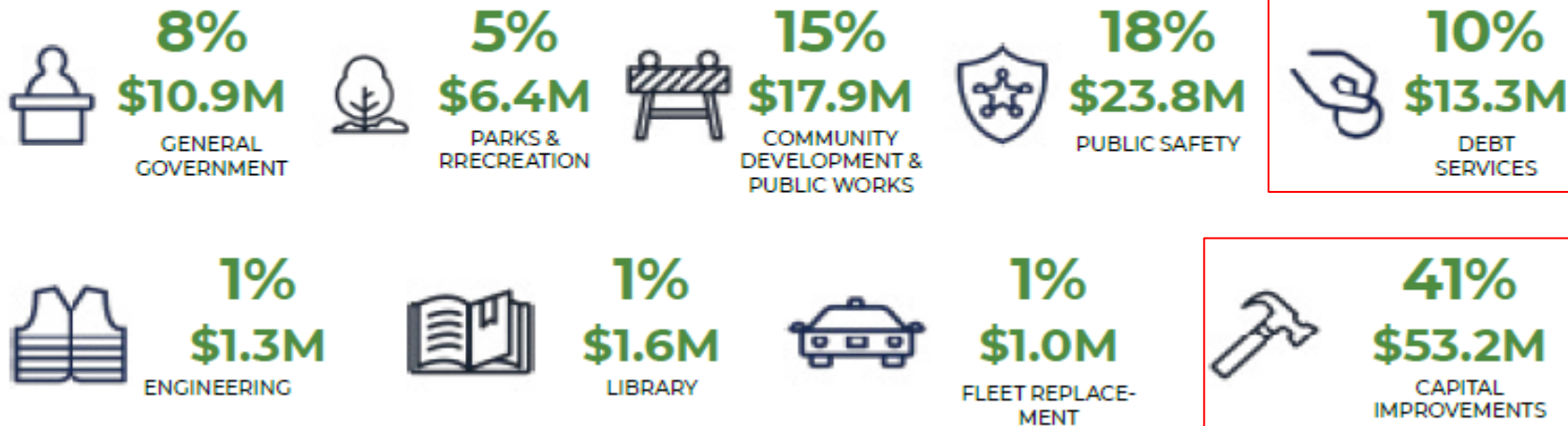
FY 2027 Ad Valorem Tax Rate



Total Proposed Expenditures (All Funds) ~ \$129.4M



WHERE DO THE DOLLARS GO?



Debt Service and Capital Improvement budgets cannot be reduced, reallocated, or used for any other purposes.

GENERAL FUND

GENERAL FUND REVENUE ~ \$48.1M



\$25.50M

\$2.6M over PY Actual

53.0%

Property Tax



\$11.10M

Up \$128K

23.0%

Sales Tax



\$2.15M

Up \$33K

4.5%

Franchise Tax
(includes mixed drink)

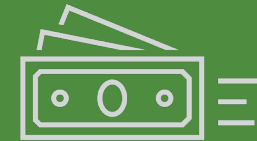


\$923K

Down \$14K

1.9%

Fines



\$3.79M

Up \$58K

7.9%

**Interfund
Transfers**



\$739K

Down \$261K

1.5%

Licenses & Permits



\$857K

Up \$34K

1.8%

Intergovernmental



\$1.91M

Down \$10K

4.0%

Charges for Services



\$1.14M

Up \$119K

2.4%

**Miscellaneous
Interest
Cell Tower Agreements**



\$0K

Down \$500K

0.0%

**Use of
Fund Balance**

GENERAL FUND EXPENDITURES ~ \$48.1M



\$9.8M
Up \$493K

20.4%

**General
Government**



\$1.8M
Up \$57K

3.7%

**Community
Development**



\$6.4M
Up \$32K

13.3%

**Parks & Recreation
Facilities Maintenance**



\$23.6M
Up 1.1M

49.2%

Public Safety



\$1.6M
Up \$53K

3.3%

Library



\$691K
Up \$5K

1.4%

Engineering



\$3.1M
Down \$135K

6.4%

Public Works



\$1.1M

2.3%

**Capital Maintenance
Fire & EMS Vehicles**

General Fund - Forces at Work & Decision Packages

Funded Forces at Work:

Dept	Description	Net Total
DES	Fire and EMS Equipment Replacement - Transfer to Vehicle Replacement Plan	\$600,000
FIN	Deferred Maintenance Allocation	500,000
DES	Severe Weather Expenditures	500,000
HR	House Bill 4144 Retiree Insurance	5,000
IT	Police Department Microsoft Licenses (Year 1 of 3)	27,000
IT	Enterprise Resource Planning Software Cloud Conversion	55,000
PD_Admin	Police Policy Accreditation Project	25,000
PD_Patrol	Motorola Equipment Service Contract	59,987
CSO	Special Election Services - Bond Election	150,000
FVFD_Fire	FVFD Contract Increase	312,067
Total Forces at Work		\$2,084,054 \$2,234,054

Funded Decision Packages:

Dept	Description	Total	Savings	Net Total
City Wide	Merit 2.75%	\$751,210	\$441,084	\$310,126
CAO	Deputy City Attorney (+1.0 FTE)	\$244,348	\$94,348	\$150,000
Total Decision Packages		\$995,558	\$535,432	\$460,126

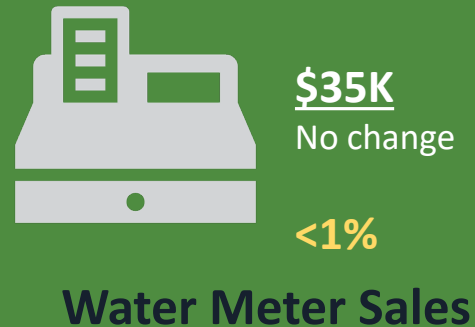
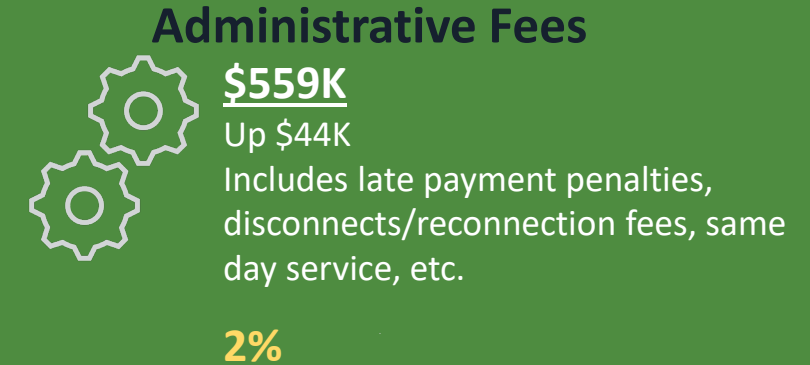
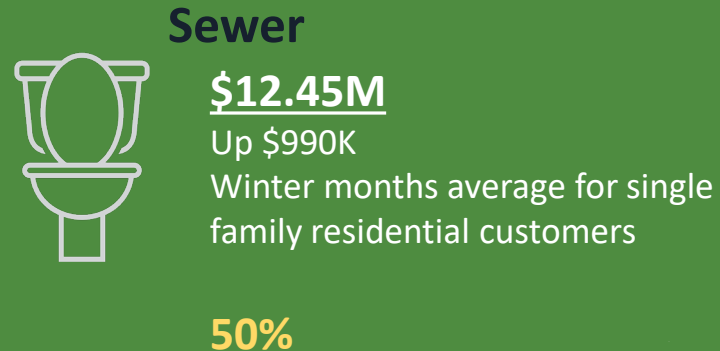
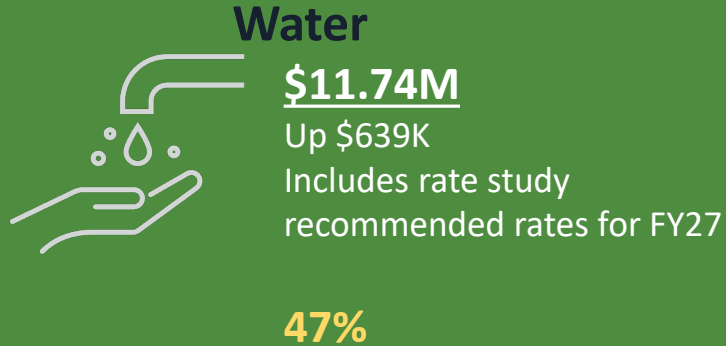
General Fund – Unfunded Decision Packages

Dept	Description	Net Total
CAO	Deputy City Attorney (+1.0 FTE)	\$134,190
DES_EMS	Three Full Time Paramedics (+3.0 FTE)	451,641
DES_EMS	Ambulance Remount (A47)	225,750
DES_EMS	Cardiac Monitor and CPR Devices	185,000
LIB	Reference - Adult Services Librarian (+1.0 FTE)	107,643
CSO/PR	Office Records Clerk (+1.0 FTE)	68,573
P&R_Rec	Seasonal Summer Staff Wage Increase	18,095
DES_FVFD	Support Truck Remount	350,000
PW_Streets	Street Striping Machine	189,750
CDD_GIS	GIS Vehicle	28,710
HR	Wellness Committee - Digital Wellness Platform	20,000
P&R_Rec	Marketing Manager (Mid-Year Position Reclassification)	22,832
P&R_Rec	Recreation Manager (Mid-Year Position Reclassification)	12,435
ENG	Infrastructure Asset Inventory & Asset Mgmt Framework	160,000
Total Unfunded Decision Packages for General Fund		\$1,840,429 \$1,974,619

*Estimate may vary to actual

WATER & SEWER FUND

WATER & SEWER FUND REVENUE ~ \$25.1M



WATER & SEWER FUND EXPENDITURES ~ \$25.1M



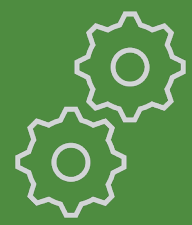
\$8.4M
Up \$665K
33%

Water



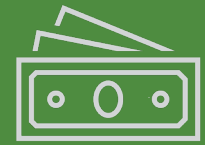
\$9.7M
Up \$1.8M
39%

Sewer



\$800K
Down \$1.5M
3%

Capital
Improvements



\$6.2M
Up \$557M
25%

Debt Payments

Water & Sewer Fund – Forces at Work

FUNDED:

Dept	Description	Net Total
PW_WO	City of Houston Raw Water Settlement Agreement (FY27-FY35)	\$207,291
PW_WO	Southeast Water Purification Plant - CIP Program 2023-2027 (Year 5)	488,371
PW	Capital Sewer Line Maintenance	500,000
PW_SO	Blackhawk WWTP Operational Increase	284,281
PW_SO	Blackhawk WWTP Back-Up Generation	348,920
PW_SO	Blackhawk WWTP CIP Program (Year 1)	1,040,000
Total Forces at Work		\$2,868,863

Water & Sewer Fund – Decision Packages

FUNDED:

Dept	Description	Net Total
City Wide	Merit 2.75%	\$80,491
PW_WO	Customer Service Compliance Coordinator +Vehicle (+1.0 FTE)	160,655
ENG	Wastewater Analysis Services	20,000
Total Decision Packages		\$261,146
Total FAW & Decision Packages for Water & Sewer Fund		\$3,130,009

UNFUNDED:

Dept	Description	Net Total
ENG	Water System Infrastructure Planning & Hydraulic Model Update	\$950,000
Total Unfunded Decision Packages for Water & Sewer Fund		\$950,000



NEXT STEPS

- **Key Dates**

- ✓ Proposed Budget to be Delivered – 08/01/2026
- ✓ Budget Work Session – 08/03/2026
- ✓ Budget Workshop – (Special Meeting) 08/11/2026
- Proposed Budget Public Hearing (Special Meeting) – 08/24/2026
 - Budget could be adopted at this meeting
- Public Hearing on Tax Rate – 09/14/2026
- Budget & Tax Rate Adoption – 09/14/2026

- **Council Input & Direction Needed**

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: August 24, 2026

Date submitted: 06/05/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Discuss and take action concerning the City of Friendswood's Proposed Fiscal Year 2026-2027 Municipal Budget.

Originating Department: Finance

Degree of importance: Critical importance.

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to discuss the City of Friendswood's Proposed Fiscal Year 2026-2027 Municipal Budget and the input received at the public hearing and to take action as required by Section 102.007 of the Texas Government Code.

Specifically, such section requires that at the conclusion of the public hearing on the municipal budget, the City Council "take action on the proposed budget." As such, the Council may at this time either:

1. vote to approve the proposed budget and then separately ratify the property tax increase reflected in the adopted budget, or
2. postpone the approval of the budget until September 14, 2026, the date the City Council is scheduled to consider the adoption of the tax rate.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Compliance with the Local Government Code and the City Charter.

RECOMMENDATIONS

Staff recommends approval of the proposed FY2026-27 municipal budget.

ATTACHMENTS

- | | |
|----|---|
| 1. | Ordinance - Budget Adoption |
| 2. | Exhibit A - FY2026-2027 Proposed Budget Summary |
| 3. | FY27 Financial Management Policy - Redlined |

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING AND ADOPTING THE CITY OF FRIENDSWOOD, TEXAS, GENERAL BUDGET FOR FISCAL YEAR 2026-27; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH FISCAL YEAR AS REFLECTED IN SAID BUDGET, AND MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATED THERETO; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

WHEREAS, on July 31, 2026, the City Manager submitted to the City Council a proposed budget of the expenditures of the City of Friendswood for the fiscal year 2026-27 along with an accompanying budget message, a summary copy of which is attached hereto as Exhibit "A" and is made a part hereof; and

WHEREAS, on August 3, 2026, the City Council called a public hearing on the budget for August 24, 2026, at 5:30 p.m. in the Council Chamber of the Friendswood City Hall; and

WHEREAS, after posting proper notice, the City Council, on August 24, 2026, conducted a public hearing on the proposed budget, at which hearing any person had the opportunity to be present and participate in the hearing; and

WHEREAS, the City Council has considered the proposed budget and has made such changes therein as, in the City Council's judgment, were warranted and were in the best interest of the citizens and taxpayers of the City; and

WHEREAS, in accordance with Section 8.03(a) of the City Charter, the City Council has reviewed estimates of revenue to be derived by the City during the 2026-27 fiscal year, and has determined that the proposed budgeted expenditures will not exceed total estimated income plus funds available from prior years; NOW THEREFORE,

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

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

Section 2. In accordance with Section 8.03(e) of the City Charter, the City Council hereby approves and adopts the budget for the ensuing fiscal year beginning October 1, 2026, and ending September 30, 2027, as finally submitted to the City Council by the City Manager, a copy of which is on file with the City Secretary.

Section 3. In support of said budget and by virtue of the adoption thereof, there are hereby appropriated out of available cash funds and out of the general and special revenues of the City that will be received in the treasury during the fiscal year 2026-27, the amounts set forth in said approved budget for the various purposes stated therein. The total amounts now

thus appropriated and the funds from which the same are derived are as follows and are further summarized in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes:

Beginning Fund Balance 10/1/2026	\$91,361,815
Total Revenues	\$91,606,702
Total Resources Available for Appropriation	\$129,389,218
Total Expenditures and Other Financing Uses	\$129,389,218
Ending Fund Balance.....	\$53,579,299

Section 4. This ordinance shall remain in full force and effect from and after its passage and approval by the City Council, and it shall be published in accordance with law.

INTRODUCED, READ AND PASSED on first and final reading by the affirmative, record vote of the City Council of the City of Friendswood on this the 24th day of August, 2026.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

"Exhibit A"
CITY OF FRIENDSWOOD
PROPOSED BUDGET SUMMARY
FISCAL YEAR 2026-2027

	PROPOSED BUDGET
REVENUES	
Taxes	49,464,222
Charges for Services	26,648,350
Permits and Licenses	739,026
Fines	978,912
Intergovernmental Revenues	9,179,717
Interest	2,246,301
VRF Internal Lease Payments	1,418,436
Miscellaneous Receipts	931,738
TOTAL REVENUES	91,606,702
Fund Balance Used or (Carried Forward)	
General Fund	-
Police Investigation Fund	(6,049)
Community Development Block Grant Fund - Galveston County	137,520
2021 Coronavirus State & Local Fiscal Recovery Grant Fund	105,539
2022 Community Development Block Grant - Mitigation	-
Hazard Mitigation Grant Program - Master Drainage Plan	-
2025 CDBG - Resilient Communities Program	-
Fire/EMS Donation Fund	23,246
Friendswood Tax Increment Reinvestment Zone #1	(21,499)
Friendswood Tax Increment Reinvestment Zone #2	(134,766)
Municipal Court Fund	7,029
Tax Debt Service Fund	(91,017)
2016/2017 GO Bond Funds	-
2020 GO Bonds Fund	-
2021 GO Bonds Fund	2,500,000
2023 GO Bonds Fund	13,050,000
Sidewalk Installation Fund	-
Capital Maintenance Fund	(539,111)
Park Land Dedication Fund	(56,459)
Streets Improvement Fund	8,766,451
Fwd Downtown Economic Development Improvements Fund	(970,152)
1776 Part Trust Fund	(453)
Water & Sewer Operations Fund	-
2016 Water & Sewer Bond Construction Fund	39,268
2018 Water & Sewer Bond Construction Fund	45,000
2021 Water & Sewer Bond Construction Fund	-
2025 Water & Sewer Bond Construction Fund	16,108,323
Water Impact Fees	(32,930)
Sewer Impact Fees	67,566
Water and Sewer Revenue Debt Service	(110,409)
Vehicle Replacement Plan Fund	(1,104,581)
	37,782,516
Total Resources Available	129,389,218
EXPENDITURES	
General Government	10,858,053
Public Safety	23,808,688
Community Development	1,914,822
Public Works	15,939,590
Engineering	1,337,087
Parks & Recreation	6,361,446
Library	1,616,581
Vehicle Replacement Fund	1,007,970
Capital Improvements	53,199,676
Debt Service	13,345,305
TOTAL EXPENDITURES	129,389,218
REVENUES OVER (UNDER) EXPENDITURES	-
BEGINNING FUND BALANCE	91,361,815
ENDING FUND BALANCE	53,579,299



Financial Policies

The **Financial Management Policy** is reviewed every year. The goal of this policy is to help the City achieve a long-term, stable, and positive, financial condition. The purpose of this policy is to provide guidance for planning and directing the City’s daily financial affairs.

Revisions to the Financial Management Policy are brought to City Council for approval within a proposed budget.

The last financial policy revision was adopted with the August 25, 2025 budget document. The proposed revisions indicated for deletions are in red font and struck through, while additions are in red font.

The **Investment Policy** is reviewed and approved annually. It is brought to City Council for approval outside the budget process. The policy states that the Director of Finance is designated as the Investment Officer of the City and is responsible for the implementation of these policies. The Policy also states how the investment committee is formed and functions. The committee includes three unpaid private sector financial professionals appointed by the City Council to serve staggered three-year terms. The Investment Committee shall serve in an advisory capacity only. The committee meets quarterly.

Financial Management Policy

Introduction

The City of Friendswood assumes an important responsibility to its citizens and customers to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public.

The main goal of this Policy is to help the City achieve a long-term, stable and positive, financial condition. The City's financial management, as directed by this Policy, is based on the foundation of integrity, prudent stewardship, planning, accountability and full disclosure.

The purpose of the Policy is to provide guidance for planning and directing the City's daily financial affairs. This Policy provides a framework in pursuit of the following objectives.

Financial Objectives

Revenues

- ▶ Design and administer a revenue system that will assure a reliable, equitable and sufficient revenue stream to support desired City services.

Expenditures

- ▶ Identify priority services, establish and define appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of these services.

Fund Balance/Retained Earnings

- ▶ Maintain the fund balance and retained earnings of the various operating funds at levels sufficient to protect the City's credit worthiness, as well as its financial position, during times of emergency.

Capital Expenditures and Improvements

- ▶ Annually review and monitor the condition of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives and availability of resources.

Debt Management

- ▶ Establish guidelines for debt financing that will provide needed capital equipment and infrastructure improvements, while minimizing the impact of debt payments on current and future revenues.

Investments

- ▶ Invest the City's operating cash to ensure its safety, provide necessary liquidity and maximize yield. Return on investment is of least importance compared to the safety and liquidity objectives.

Intergovernmental Relations

- ▶ Coordinate efforts with other governmental agencies to achieve common policy objectives, share the cost of providing governmental services on an equitable basis and support appropriate favorable legislation at the state and federal levels.

Grants

- ▶ Aggressively investigate, pursue and effectively administer federal, state and foundation grants-in-aid, which address the City's current priorities and policy objectives.

Economic Development

- ▶ Initiate, encourage and participate in economic development efforts to create job opportunities and strengthen the local economy and tax base.

Fiscal Monitoring

- ▶ Analyze financial data and prepare reports that reflect the City's financial performance and economic condition.

Accounting, Auditing and Financial Reporting

- ▶ Comply with prevailing federal, state and local statutes and regulations. Conform to generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board (GASB), American Institute of Certified Public Accountants (AICPA) and the Government Finance Officers Association (GFOA).

Internal Control

- ▶ Maintain an environment to provide management with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition.

Risk Management

- ▶ Prevent and/or reduce financial impact to the City of claims and losses through prevention and transfer of liability.

Budget

- ▶ Develop and maintain a balanced budget (defined as a term signifying budgeted expenditures being offset by budgeted revenues), which presents a clear understanding of goals, service levels and performance standards. The document shall, to the extent possible, be "user-friendly" for citizens.

I. Revenues

The City shall use the following guidelines to design and administer a revenue system that will assure a reliable, equitable and sufficient revenue stream to support desired City services.

Balance and Diversification in Revenue Sources

- ▶ The City shall strive to maintain a balanced and diversified revenue system to protect the City from fluctuations in any one source due to changes in economic conditions, which adversely impact that source.

User Fees

- ▶ For services that benefit specific users, where possible, the City shall establish and collect fees to recover the full direct and indirect cost of those services. City staff shall review user fees on a regular basis to calculate their full cost recovery levels, to compare them to the current fee structure and to recommend adjustments where necessary.

Property Tax Revenues/Tax Rate

- ▶ The City shall endeavor to reduce its reliance on property tax revenues by revenue diversification, implementation and continued use of user fees and economic development. The City shall also strive to stabilize its tax rate and minimize tax rate increases.

Utility/Enterprise Funds User Fees

- ▶ Utility rates and enterprise funds user fees shall be set at levels sufficient to cover operating expenditures, meet debt obligations, provide additional funding for capital improvements and provide adequate levels of working capital.

Administrative Services Charges

- ▶ The City shall prepare a cost allocation plan annually to determine the administrative services charges due the General Fund from enterprise funds for overhead and staff support. Where appropriate, the enterprise funds shall pay the General Fund for direct services rendered.

Revenue Estimates for Budgeting

- ▶ In order to maintain a stable level of services, the City shall use a conservative, objective and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and their impacts on revenues, historical collection rates and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year, which otherwise could result in mid-year service reductions.

Revenue Collection and Administration

- ▶ The City shall maintain high collection rates for all revenues by keeping the revenue system as simple as possible to facilitate payment. In addition, since a revenue source should exceed the cost of producing it, the City shall strive to control and reduce administrative costs. The City shall pursue to the full extent allowed by state law all delinquent taxpayers and others overdue in payments to the City.

II. Expenditures

The City shall use the following guidelines to identify necessary services, establish appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of services.

Current Funding Basis

- ▶ The City shall operate on a current funding basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues.

Avoidance of Operating Deficits

- ▶ The City shall take immediate corrective action, if at any time during the fiscal year, expenditure and revenue estimates are such that an operating deficit is projected at year- end.

Maintenance of Capital Assets

- ▶ Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs and to continue acceptable service levels.

Periodic Program Reviews

- ▶ Periodic program review for efficiency and effectiveness shall be performed. Programs not meeting efficiency or effectiveness objectives shall be brought up to required standards, or be subject to reduction or elimination.

Purchasing

- ▶ The City shall make every effort to maximize any discounts offered by creditors/vendors. The City will follow state law and the City of Friendswood Purchasing Manual concerning the amount of purchase requiring formal bidding procedures and approval by the City Council. For purchases where competitive bidding is not required, the City shall obtain the most favorable terms and pricing possible. Every effort will be made to include minority owned businesses in the bidding process.

- ▶ The City Manager, or his designee, shall have the authority to approve and sign contracts and/or purchases for budgeted goods or services that do not exceed the state law bid limitation of \$100,000. Contracts or purchases for items in excess of the state law bid limit shall be placed on a Council agenda for action authorizing the Mayor, or his designee's, signature.

III. Fund Balance/Working Capital/Net Assets

The City shall use the following guidelines to maintain the fund balance and retained earnings of the various operating funds at levels sufficient to protect the City's creditworthiness as well as its financial position from unforeseeable emergencies.

General Fund Unassigned Fund Balance

- ▶ The City shall strive to maintain the General Fund unassigned fund balance at a minimum of 90 days of prior year audited operating expenditures.
- ▶ Any unassigned funds after the fiscal year-end audit will be allowed to accumulate to build this 90-day reserve.
- ▶ After the General Fund has gathered sufficient resources, additional unassigned funds will be allowed to accumulate for future General Fund capital improvements.
- ▶ Formal action of City Council is required to appropriate the Unassigned General Fund Balance and commit funds for a specific purpose. Amendments or modifications of the committed fund balance must also be approved by formal action of the City Council. All commitments of fund balance must occur prior to the City's fiscal year end. By resolution, the City Council has authorized the City Manager or his designee to assign fund balance for a specific purpose. Assignments of fund balance shall be documented in writing and maintained by the Finance Department. Assignments of fund balance may be redirected if necessary.
- ▶ During the annual financial reporting process, the Director of Finance shall review all committed and assigned fund balance classifications to ensure they remain appropriate and are reported in accordance with generally accepted accounting principles.
- ▶ When an expenditure is incurred for the purposes for which restricted, committed, assigned, and unassigned fund balances are available, the City shall spend resources in the following order unless otherwise required by law or specific City Council action:
 - Restricted fund balance
 - Committed fund balance
 - Assigned fund balance
 - Unassigned fund balance
- ▶ Documentation supporting all committed and assigned fund balance classifications shall be retained in accordance with the City's records retention policies and shall be available for audit and financial reporting purposes.

Unrestricted Net Position of Other Operating Funds; Water and Sewer Working Capital

- ▶ In other operating funds, the City shall strive to maintain a positive unrestricted net position to provide sufficient reserves for emergencies and revenue shortfalls. The minimum working capital in the Water and Sewer Fund shall be 90 days of prior year audited operating expenses.
- ▶ Any unrestricted funds after the fiscal year-end audit will be allowed to accumulate to build this 90-day reserve.
- ▶ After these funds have gathered sufficient resources, additional unrestricted funds will be allowed to accumulate in working capital for future utility/operating fund capital improvements.

Use of Fund Balance/ Working Capital

- ▶ Fund Balance/ Working Capital may be used in one or a combination of the following ways:

- Emergencies;
 - One-time expenditures that do not increase recurring operating costs;
 - Major capital purchases; and
 - Start-up expenditures for new programs undertaken at mid-year, provided such action is considered in the context of multiyear projections of program revenues and expenditures.
- ▶ Should such use reduce the balance below the appropriate level set as the objective for that fund, the City shall take action necessary to restore the unassigned fund balance or working capital to acceptable levels within three years.

IV. Capital Expenditures and Improvements

The City shall annually review and monitor the condition of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives and availability of resources.

Capital Improvements Planning Program

- ▶ The City shall annually review the Capital Improvements Planning Program (CIP), the current status of the City's infrastructure, replacement and renovation needs and potential new projects and update the program as appropriate. All projects, ongoing and proposed, shall be prioritized based on an analysis of current needs and resource availability. For every project, all operation, maintenance and replacement costs shall be fully costed. The CIP shall also present the City's long-term borrowing plan, debt payment schedules and other debt outstanding or planned, including general obligation bonds, revenue bonds and certificates of obligation.

Capital Maintenance Fund

- ▶ It shall be the intent of the City to make an annual contribution to the Capital Maintenance Fund primarily through transfers from the General Fund. The purpose of these funds is to accumulate funding for capital improvements including repairs and maintenance. The balance will be evaluated annually to determine which if any capital improvements should be funded. This fund excludes maintenance of assets owned by the Enterprise Fund.

Replacement of City Vehicles

- ▶ The City shall annually prepare a schedule for the replacement of its vehicles. Within the resources available each fiscal year, the City shall replace these assets according to this schedule.
- ▶ The Vehicle Replacement Fund will purchase all City vehicles. Departments will then make annual contributions to this fund, based on the life expectancy of their equipment, to replace the funds used to purchase vehicles.
- ▶ Heavy equipment that cost more than \$50,000 may be funded by one of the capital expenditure financing methods discussed below.

Capital Expenditures Financing

- ▶ The City recognizes that there are several methods of financing capital items. It can budget the funds from current revenues; take the funds from fund balance/working capital, as allowed by the Fund Balance/working capital Policy; utilize funds from grants; or it can borrow the money through some form of debt instrument. Debt financing includes general obligation bonds, revenue bonds, certificates of obligation and public property finance contracts issued under Texas Local Government Code Section 271.005.

Capitalization Threshold for Tangible Capital Assets

The Government Finance Officers Association (GFOA) recommends that "best practice" guidelines be followed in establishing capitalization thresholds for tangible capital-type items. Accordingly, the following criteria shall be established with the adoption of this policy.

- ▶ Individual items costing \$5,000 or more will be capitalized and depreciated according to Governmental Accounting Standards Board rules. This amount will be adjusted as changes are recommended in GFOA's "best practices" guidelines.
- ▶ Tangible capital-type items will only be capitalized if they have any estimated useful life of at least five years following the date of acquisition.
- ▶ Groups of assets purchased together (e.g. computers) whose individual acquisition costs are less than the threshold for an individual asset if those assets in the aggregate are significant will be capitalized.
- ▶ Adequate control procedures at the department level will be established to ensure adequate control over non-capitalized tangible items.

V. Debt Management

The City shall use the following guidelines for debt financing used to provide needed capital equipment and infrastructure improvements, while minimizing the impact of debt payments on current and future revenues.

Use of Debt Financing

- ▶ Debt financing, to include general obligation bonds, revenue bonds, certificates of obligation and public property finance contracts issued under Texas Local Government Code Section 271.005, shall only be used to acquire capital assets.

Amortization of Debt

- ▶ Amortization of debt shall be structured in accordance with a multi-year capital improvement plan. The term of a debt issue will never exceed the useful life of the capital asset being financed.

Affordability Targets

- ▶ The City shall use an objective, analytical approach to determine whether it can afford to assume new debt beyond the amount it retires each year. This process shall compare generally accepted standards of affordability to the current values for the City. These standards shall include debt per capita, debt as a percent of taxable value and debt service payments as a percent of current revenues and current expenditures. The process shall also examine the direct costs and benefits of the proposed expenditures as determined in the City's annual update of the Capital Improvements Planning Program. The decision on whether or not to assume new debt shall be based on these costs and benefits and on the City's ability to afford new debt as determined by the aforementioned standards.

Sale Process

- ▶ The City shall use a competitive bidding process in the sale of debt unless the nature of the issue warrants a negotiated bid.

Rating Agencies Presentation

- ▶ Full disclosure of operations and open lines of communication shall be made available to the rating agencies. City staff, with assistance of financial advisors, shall prepare the necessary materials and presentation to the rating agencies.

Continuing Disclosure

- ▶ The City is committed to continuing disclosure of financial and pertinent credit information relevant to the City's outstanding issues.

Debt Refunding

- ▶ City staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. A proposed refunding of debt, for interest cost savings, should provide a present value benefit as a percent of refunded principal of at least 3%.

Continuing Compliance with Federal Tax Covenants

▶ Arbitrage Compliance

Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Responsible Person (as defined below) will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

- Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Issuer's City Manager (such officer, together with other employees of the Issuer who report to such officer, is collectively, the "Responsible Person") will:
 - Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations are entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence;
 - Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
 - Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years of the Issue Date;
 - Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
 - Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.
- ▶ Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will:
 - Assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.
- ▶ Procedures applicable to Escrow Accounts for Refunding Issues. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
 - Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
 - Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
 - Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

- ▶ Procedures applicable to all Tax-exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:
 - Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
 - Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
 - Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

▶ Private Business Use

Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Persons will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the facilities financed or refinanced with the proceeds of the Obligations (the "Project") do not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Persons will:

- Develop procedures or a "tracking system" to identify all property financed with tax-exempt debt;
 - Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
 - Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
 - Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
 - Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
 - Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
 - Monitor and record whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
 - Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the Project.
- ▶ Record Retention

The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt Obligations, such records shall be maintained until the three (3) years after the refunding Obligations are completely extinguished. Such records can be maintained in paper or electronic format.
- ▶ Responsible Persons

Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the Council whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking Council approval to engage or utilize existing advisors and agents for such purposes.

VI. Investments

The City's cash shall be invested in such a manner so as to ensure the absolute safety of principal and interest, to meet the liquidity needs of the City and to achieve the highest possible yield in accordance with the City's Investment Policy. Interest earned from investments shall be distributed to the City's funds from which the money was provided.

VII. Intergovernmental Relations

The City shall coordinate efforts with other governmental agencies to achieve common policy objectives, share the cost of providing government services on an equitable basis and support appropriate favorable legislation at the state and federal levels.

Interlocal Cooperation in Delivery of Services

- ▶ In order to promote the effective and efficient delivery of services, the City shall work with other local jurisdictions to share on an equitable basis the costs of services, to share facilities and to develop joint programs to improve service to its citizens.

Legislative Program

- ▶ The City shall cooperate with other jurisdictions to actively oppose any state or federal regulation or proposal that mandates additional City programs or services and does not provide the funding necessary for implementation.

VIII. Grants

The City shall seek to obtain and effectively administer federal, state, and local grants that address the City's current and future priorities and policy objectives identified by City Council.

- ▶ Allowability of Costs
 - Grant funds must be expended for the programs, activities, and strategies that meet the needs of the citizens served. All applicable requirements of the Federal and grant funds regulations, other applicable laws and regulations, and the Uniform Guidance apply to the use of Federal awards. All costs must be reasonable and necessary to carry out the intent of the award/program.
 - The Department Director or his/her designee shall review invoices to ensure costs meet the following general criteria to be allowable under 2 CFR 200:
 - ▶ Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
 - ▶ Be allocable to Federal awards under the provisions of the Uniform Guidance.
 - ▶ Be authorized or not prohibited under State or local laws or regulations.
 - ▶ Conform to any limitations or exclusions set forth in these principles, Federal laws, terms, and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
 - ▶ Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the City.

- ▶ Be accorded consistent treatment. A cost shall not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- ▶ Except as otherwise provided for in the Uniform Guidance, be determined in accordance with generally accepted accounting principles (GAAP).
- ▶ Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation. See 2 Code of Federal Regulations (CFR) 200.306(b).
- ▶ Be the net of all applicable credits.
- ▶ Be adequately documented. See 2 CFR 200.300 through 200.309.
- ▶ Cost shall be incurred during the approved budget period. The Federal awarding agency is authorized, at its discretion, to waive prior written approvals to carry forward unobligated balances to subsequent periods pursuant to 2 CFR 200.308 (e)(3).

▶ Reasonable Costs

- A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when governmental units or components are predominantly federally funded. In determining reasonableness of a given cost, consideration must be given to:
 - ▶ Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the proper and efficient performance of the Federal award.
 - ▶ The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, and other laws and regulations; and terms and conditions of the Federal award.
 - ▶ Market prices for comparable goods or services for the geographic area.
 - ▶ Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the governmental unit, its employees, the public at large, and the Federal Government.
 - ▶ Significant deviations from the established practices and policies of the City which may unjustifiably increase the Federal award's cost.

▶ Allocable Costs

- A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. This standard is met if the cost:
 - ▶ Is incurred specifically for the Federal award;
 - ▶ Benefits both the Federal award and other work of the governmental unit and can be distributed in proportions that may be approximated using reasonable methods; and
 - ▶ Is necessary to the overall operation of the governmental unit and is assignable in part to the Federal award in accordance with the principles in this subpart.
- All activities which benefit from the governmental unit's indirect facilities & administrative (F&A) cost, including unallowable activities and donated services by the governmental unit or third parties, will receive an appropriate allocation of indirect costs.
- Any cost allocable to a particular Federal award or cost objective under the principles provided for in the Uniform Guidance may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms and conditions of the Federal awards, or for other reasons.
 - ▶ This prohibition would not preclude the governmental unit from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

- The City shall recover indirect costs to the maximum amount allowed by the funding source. The City may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant.
 - ▶ Where an accumulation of indirect costs will ultimately result in charges to a Federal award, a cost allocation plan will be required.
- Direct cost allocation principles are applicable:
 - ▶ If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit.
 - ▶ If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding the Uniform Guidance, the costs may be allocated or transferred to benefited projects on any reasonable documented basis.
 - ▶ Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required. See also 2CFR 200.310 through 200.316 and 200.439.
 - ▶ If a contract is subject to Cost Accounting Standards (CAS), costs must be allocated to the contract pursuant to the CAS. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over other allocation provisions in this part.

Accounting Control of Purchases and Invoices

- ▶ Invoices shall be submitted to the relevant department head for approval. His or Her review shall include verification of work/quantities completed and to ensure no duplication of work exists. The department representative will consult with appropriate staff, consultants, and agencies to determine eligibility of proposed costs.
- ▶ The Finance department shall keep a detailed ledger identifying the budgeted funds for each program as well as a list of all expenditures to determine allowability of costs. Expenditures will be compared to the budget prior to approval to ensure costs are within budgeted amounts.
- ▶ Once approved, invoices shall be provided to the Finance department for processing and submittal to appropriate agency (if applicable) and for issuance of checks or electronic payment consistent with existing financial policies. The Finance department will then send to the appropriate vendor in accordance with the terms of the contract and in accordance with program requirements.
- ▶ All purchases made shall be pursuant to written or electronic authorization from the Department Director or agency whose appropriation will be changed, and no contract or order shall be issued to any seller unless and until the Finance department verifies that there is to the credit of such department or agency a sufficient unencumbered appropriation balance to pay for the supplies, materials, equipment or contractual services for which the contract or purchase order is to be issued.

Grant Review

- ▶ The City shall review all grant submittals requiring an in-kind match requirement to determine their potential impact on the operating budget, and the extent to which they meet the City's policy objectives. If there is a cash match requirement, the source of funding shall be identified and approved prior to application.
- ▶ Prior to submission, all grant requests will be reviewed by the Finance department to ensure the benefits to the City exceed the administrative costs incurred throughout the life of the grant.

Grant Program Termination

- ▶ The City shall terminate grant-funded programs and associated positions as directed by the City Council when grant funds are no longer available, unless alternate funding is identified.

IX. Economic Development

The City shall initiate, encourage and participate in economic development efforts to create job opportunities and strengthen the local economy and tax base.

Commitment to Expansion and Diversification

- ▶ The City shall encourage and participate in economic development efforts to expand Friendswood's economy and tax base, to increase local employment and to invest when there is a defined, specific long-term return. These efforts shall not only focus on new areas, but on established sections of the City where development can generate additional jobs and other economic benefits.

Tax Abatements

- ▶ The City of Friendswood is committed to the promotion of quality development in all parts of the City. On a case-by-case basis, the City will give consideration to providing tax abatement on the increment in value added to a particular property by a specific development proposal, which meets the economic goals and objectives of the City.
- ▶ The tax abatement shall not apply to any portion of the inventory or land value of the project.
- ▶ Tax abatement may be offered on improvements to real property owned by the applicant and/or on new personal property brought to the site by the applicant.
- ▶ Tax abatement will not be ordinarily considered for projects which would be developed without such incentives unless it can be demonstrated that higher development standards or other development and community goals will be achieved through the use of the abatement.

Increase Non-Residential Share of Tax Base

- ▶ The City's economic development program shall seek to expand the non-residential share of the tax base to decrease the tax burden on residential homeowners.

Coordinate Efforts With Other Jurisdictions

- ▶ The City's economic development program shall encourage close cooperation with other local jurisdictions to promote the economic well-being of this area.

X. Fiscal Monitoring

Reports shall be prepared and presented on a regular basis that analyze, evaluate and forecast the City's financial performance and economic condition.

Financial Status and Performance Reports

- ▶ Monthly reports shall be prepared comparing expenditures and revenues to original and amended budgets. Explanatory notes will be included, as needed.

XI. Accounting, Auditing and Financial Reporting

The City shall comply with prevailing local, state and federal regulations. Its accounting practices and financial reporting shall conform to generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board (GASB), American Institute of Certified Public Accountants (AICPA) and the Government Finance Officers Association (GFOA). The City Council shall select an independent firm of certified public accountants to perform an annual audit of its accounting and financial reporting practices.

XII. Internal Control

The Director of Finance is responsible for developing citywide, written guidelines on accounting, handling of cash and other financial matters. The Director of Finance will assist Department Directors as needed, in tailoring these guidelines into detailed written procedures to fit each department's specific requirements.

Each Department Director is responsible to ensure that good internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented and that all independent auditor internal control recommendations are addressed.

XIII. Risk Management

The City will utilize a safety program, an employee health program and a risk management program to prevent and/or reduce the financial impact to the City due to claims and losses. Transfer of liability for claims through transfer to other entities through insurance and/or by contract will be utilized where appropriate. Prevention of loss through the safety program and the employee health program will be employed.

XIV. Operating Budget

The City shall establish an operating budget that shall link revenues and expenditures to City Council goals, service and performance standards.

Any transfer of intradepartmental appropriations shall be authorized, in writing, by the City Manager. Transfers from personnel expenditure category line items to non-personnel expenditure category line items of the adopted budget are permitted, with City Manager approval, when the expense for which the transfer is made is directly related to personnel. No transfer of more than \$50,000 shall be authorized by the City Manager without prior approval of the City Council. Written justification shall be attached to each request to the City Manager for a transfer of appropriation and, if authorized, the written justification shall be attached to the City Manager's written authorization. All applicable bidding and purchasing laws shall be followed. New capital projects or projects not otherwise provided for in the budget shall not be funded through transfers.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 24, 2026

Date submitted: 06/05/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider ratifying the property tax increase reflected in the City of Friendswood's Budget for Fiscal Year 2026-2027.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Pursuant to Section 102.007(c) of the Texas Local Government Code, the City Council must take a separate vote to ratify the property tax increase reflected in the budget since the budget will require raising more revenue from property taxes than in the previous year. This vote is separate and distinct from the vote adopting the budget and the vote on the tax rate required by Chapter 26 of the Texas Tax Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Compliance with the State regulations and Truth-in-Taxation guidelines

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: August 24, 2026

Date submitted: 08/03/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a License and Indemnity Agreement with Sterling Estates, LLC, for the non-exclusive use of the right-of-way along Briarmeadow Ave. for subdivision signs for the Sterling Estates Subdivision.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to authorize a License and Indemnity Agreement with Sterling Estates, LLC, for the non-exclusive use of the right-of-way along Briarmeadow Ave. for subdivision signs -- two at the intersection of Briarmeadow Ave. and Sterling Ct and for two at the intersection of Briarmeadow Ave. and Oaklen Ct. The size of the signs will be required to meet the regulations for residential single-family neighborhoods, and sign permits will be required prior to the installation.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1.	Sterling Estate License Agreement - Signed 08-10-2026
2.	Site plan for sign locations
3.	Sign proof
4.	Government Code Verification Form - Sterling Estates (002)
5.	Sterling Estates Form 1295
6.	COI - Sterling Estate LLC - City of Friendswood

LICENSE AND INDEMNITY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, Sterling Estates, LLC (the "Licensee") owns real property platted as Sterling Estates Subdivision located within Friendswood, Galveston County, Texas, which is more particularly described as follows:

Being a tract of land containing 11.392 acres more or less, out of Lots 7 and 8 in Block 5 and Lots 3 and 4 in Block 7 of Friendswood Subdivision in the Sarah McKissick or J.R. Williams League, Galveston County, Texas, recorded in Volume 7, Page 21 of the Galveston County Map Records, being the same property as conveyed to Friendswood Independent School District by Deed as Record in Volume 1817, Page 329, Deed Records of Galveston County, and being more particularly described by metes and bounds in Exhibit "A," attached hereto; and

WHEREAS, the Licensee filed a request for a license agreement in order to use publicly owned property on a non-exclusive basis to erect and maintain subdivision signs, as more particularly depicted in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes (the "Signs"); and

WHEREAS, on August 24, 2026, the City Council considered the request and authorized the issuance of this License and Indemnity Agreement (the "Agreement") for the following purposes only:

The use of a portion of the public right-of-way along Briarmeadow Avenue, Galveston County, Texas, as more specifically depicted in Exhibit "C," which is attached hereto and incorporated herein for all intents and purposes, (the "Right-of-Way") for installation of the Signs; and

NOW, THEREFORE, the City of Friendswood (the "City") and Licensee, in consideration of the promises, covenants, and conditions, hereby mutually agree as follows:

1. LICENSE.

- 1.1 *License.* Subject to the terms and conditions herein, the City hereby grants to the Licensee, for its non-exclusive use, the privilege, license and authority to use the Right-of-Way for the Signs as indicated herein. This Agreement is expressly contingent upon the Licensee's strict adherence with all terms and conditions contained herein.
- 1.2 *Right of Access.* The City reserves the right to enter upon and have access to any portion of the Right-of-Way at any and all times on any matters relating to this Agreement.
- 1.3 *Subordination.* The license granted pursuant to Section 1.1 is made subordinate to the right of the City to use the Right-of-Way for a public purpose. It is understood and agreed that should the City deem it in the public interest to use the above area, or a portion thereof, for a public purpose, or for any utility service which will require the use of Right-of-Way, then in that event, the City shall give the Licensee thirty (30) days' advance written notice of the termination of this Agreement. The determination by the City Manager as to the public necessity of the use of the Right-of-Way shall be final and binding upon the Licensee and the City.

- 1.4 *No Property Right Granted.* This Agreement does not establish any real property rights, franchises or other rights whatsoever in real estate to the Licensee. This Agreement provides limited rights to use and limited rights for access to the Right-of-Way, subject to revocation upon the terms and conditions of this Agreement.

2. USE.

- 2.1 *Permitted Use.* Throughout the term hereof and subject to the conditions specified herein, Licensee shall use the Right-of-Way only for the installation, repair and maintenance of the Signs. Any use of the Right-of-Way not specified in this Section 2.1 is expressly prohibited and shall constitute an Event of Default.
- 2.2 *Limitation of Use.* The Licensee understands and agrees that at all times during the term of this Agreement, the Licensee must maintain the Signs, approved by the City and installed in accordance with this Agreement. Failure to install and maintain in accordance with this Section 2.2 shall constitute an Event of Default.
- 2.3 *Not Permitted Uses.* The Licensee understands and agrees that nothing shall be erected on, over or above the Right-of-Way other than the Signs, which shall meet and be maintained to meet the requirements of all applicable codes of the City.

3. REMOVAL OF SIGNS AND RESTORATION OF THE RIGHT-OF-WAY.

- 3.1 *Temporary Removal.* The Licensee agrees to temporarily remove the Signs or cease using the same for a temporary period of time at request of the City, if same obstructs the City's maintenance or construction activity within the Right-of-Way or the property adjacent thereto. The temporary removal or cessation of use shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.
- 3.2 *Emergency Removal.* The Licensee shall remove, remedy or otherwise abate any condition on the Right-of-Way, which the City believes, in the sole discretion of the City Manager, is a safety hazard or a nuisance. Such removal, remedy or abatement as specified by the City must be performed within forty-eight (48) hours of being notified by the City of the need for the emergency removal. The removal, remedy and/or abatement shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.
- 3.3 *Removal at Expiration or Termination of Agreement.* The Licensee shall remove the Signs or any portion thereof, as requested by the City Manager, at the expiration or termination of this Agreement. The removal shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.
- 3.4 *Restoration.* Immediately after removal of all or a portion of the Signs, the Licensee shall restore the Right-of-Way to same or better condition which the Right-of-Way was in on August 24, 2026, in accordance with the requirements of the City Engineer and/or Building Official, as applicable.
- 3.5 *Failure to Remove and/or Restore.* Should the Licensee fail to remove the Signs and/or restore the Right-of-Way in accordance with Section 3 of this Agreement, the City shall have the right (i) to remove the Signs or any portion thereof, which

is not timely removed by the Licensee, and (ii) to restore the Right-of-Way, which is not timely restored by the Licensee.

3.5.1 The City shall assess the costs of the removal and/or restoration plus an administrative fee of 10% of such cost to the Licensee.

3.5.2 The Licensee shall pay the costs and the fee within thirty (30) days of receiving an invoice therefor.

3.5.3 Failure to timely pay the invoiced amount shall constitute an Event of Default, and the City shall have the right to place a lien on the Property for the associated cost and administrative fee, which lien shall accrue interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by law.

4. TERM/TERMINATION.

4.1 *Term.* The term of this Agreement will be for ten (10) years, and will commence August 24, 2026, ("Commencement Date") and will terminate on August 23, 2036, unless sooner terminated as provided in this Agreement.

4.2 *Termination for Cause.* This Agreement may be terminated by either party for cause for an Event of Default or a violation of any provision of this Agreement which is not cured by the breaching party within thirty (30) days after receiving written notice of the Event of Default or violation. In the event of termination for cause, the Signs shall be removed and the Right-of-Way shall be restored in accordance with Section 3 hereinabove. It is expressly understood and agreed that any fee paid pursuant to Section 5.3 shall not be refunded to the Licensee.

4.3 *Termination for Convenience.* This Agreement may be terminated by either party for convenience upon giving ninety (90) days' written notice of such termination. In the event of termination for convenience, the Signs shall be removed and the Right-of-Way shall be restored in accordance with Section 3 hereinabove. It is expressly understood and agreed that any fee paid pursuant to Section 5.3 shall not be refunded to the Licensee, unless this Agreement is terminated for convenience by the City and the Licensee requests a refund within thirty (30) days of Licensee's receipt of the notice of termination. In such an event, the refund shall be prorated based upon the number of months left in the term for which the Licensee has paid in advance.

4.4 *Effect of Termination.* Upon the termination of this Agreement, the license granted herein shall become null and void.

5. CONDITIONS.

5.1 *Compliance with Law.* This Agreement is subject to all state and federal laws, the provisions of the Charter of the City of Friendswood as it now exists or as it may hereafter be adopted or amended, and the ordinances of the City of Friendswood now in effect or those which may hereafter be passed, adopted, or amended.

5.2 *Permits Required.* Licensee must apply for and receive any necessary permits from the Community Development Department, Public Works Department, or other pertinent City boards or departments.

5.3 *Annual Fee.* The Licensee shall pay to City an annual fee for the license granted herein. The fee shall be TEN DOLLARS (\$10) per year, payable in advance to the City of Friendswood, Texas. Failure to timely pay shall constitute an Event of Default.

6. INDEMNIFICATION, RELEASE, AND INSURANCE.

6.1 *Disclaimer of Liability.* During the term of this Agreement, the City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the Licensee's construction, maintenance, repair, use, or condition of the Right-of-Way and/or any improvements thereon.

6.2 *Assumption of Risk.* By taking possession of the Right-of-Way, the Licensee accepts the Right-of-Way in the condition existing as of the Commencement Date. The City makes no representation or warranty with respect to the condition of the Right-of-Way, and the City shall not be liable for any latent or patent defect in the Right-of-Way. The Licensee undertakes and assumes for itself its officers, agents, contractors and subcontractors, employees, customers and the public all risk of dangerous conditions, whether patent or latent, obvious or undiscoverable, and regardless of whether the City should have known of such dangerous conditions, if any, on or about the Right-of-Way.

6.3 *No Liens.* The Licensee agrees that no claim or lien may be filed against Right-of-Way for work, labor, materials or supplies provided or supplied to the Licensee concerning the installation, construction, maintenance or use of the Right-of-Way or the Signs. Should such claim or lien be filed, the Licensee, upon the written request of the City, shall cause such claim or lien covering the Right-of-Way to be discharged or bonded within thirty (30) days following such request to the satisfaction of the City Manager.

6.4 INDEMNIFICATION.

THE LICENSEE AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE CONDUCT OR MANAGEMENT OF THE LICENSEE'S ACTIVITIES, OR FROM ANY ACT OR OMISSION BY THE LICENSEE, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, GUESTS, OR INVITEES, ON OR ABOUT THE RIGHT-OF-WAY, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY (I) THE JOINT NEGLIGENCE OF

THE CITY AND ANY OTHER PERSON OR ENTITY AND/OR (II) THE SOLE OR JOINT NEGLIGENCE OF THE LICENSEE, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, GUESTS, OR INVITEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE LICENSEE AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE LICENSEE TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF (I) THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR (II) THE NEGLIGENCE OF THE LICENSEE, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, GUESTS, OR INVITEES. 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 matter from which the City is indemnified herein, the Licensee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. It is expressly agreed and understood by the parties hereto that the indemnity provided in this section shall survive the expiration or earlier termination of this Agreement.

- 6.5 *Release.* The Licensee assumes full responsibility for all Licensee's actions as well as those of its officers, contractors, agents or volunteers while on the Right-of-Way and hereby releases, relinquishes and discharges 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 this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- 6.6 *No Consent to Litigation.* By this Agreement, 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 Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity.
- 6.7 *Insurance.*
- 6.7.1 Throughout the term of this Agreement, the Licensee shall maintain insurance coverage of the type and amount below indicated. The Licensee shall provide to

the City an insurance certificate evidencing the following coverage in the minimum limit indicated hereinbelow:

- Liability Policy
 - General Aggregate: \$1,000,000
 - Per Occurrence: \$500,000
 - The City, its officials and employees are to be added as additional insureds to this commercial general liability policy.
 - A waiver of subrogation in favor of the City shall also be required on such policy.
 - Coverage shall be broad form CGL.
 - No coverage exclusions shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

Prior to or upon the execution of this Agreement and before commencing any of the work, the Licensee shall file with the City a valid Certificate of Insurance and endorsements acceptable to the City. Such certificate shall contain a provision that coverages afforded under the policy will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the City via certified mail, return receipt requested. Prior to the end of each coverage period during the term of this Agreement, a new Certificate of Insurance must be filed with the City evidencing continuation of coverage.

- 6.7.2 During any construction, removal or maintenance of the Signs, the Licensee shall ensure that it or its contractor provides insurance coverage of the type and amount below indicated and shall provide the City an insurance certificate evidencing the same:

- Workers' Compensation Policy
 - Statutory amounts required by Texas law
 - Employer's Liability: \$1,000,000
- Commercial General Liability Policy
 - General aggregate of \$2,000,000
 - Owners' and Contractors' Protective Liability of \$1,000,000
 - Products and Completed Operations of \$1,000,000
 - Personal and Advertising Injury of \$1,000,000
 - Minimum of \$1,000,000 per occurrence
 - Coverage shall be broad form CGL
 - No coverage exclusions shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance
- Automobile Liability Policy
 - Combined single limits of \$1,000,000
 - Coverage for "Any Auto"

6.7.3 The following are general requirements, which are applicable to all required policies hereunder:

- All insurance coverage required herein shall be written by a carrier with an A.M. Best Rating of A:VII or higher in accordance with the current Best Key Rating Guide.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis.
- Claims-made policies will not be accepted.
- The City, its officers, agents and employees are to be added as "Additional Insureds" to the policy. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officers, agents or employees.
- A waiver of subrogation in favor of the City must be included.
- Upon request, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City at no cost to the City.

6.8 *No Arbitration.* Notwithstanding anything to the contrary contained in this Agreement, the City and the Licensee hereby agree that no claim or dispute between the City and the Licensee arising out of or relating to this Agreement 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 Licensee consents to be joined in the arbitration proceeding if the Licensee's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.

7. GENERAL PROVISIONS.

7.1 *Entire Agreement.* This Agreement constitutes the entire agreement between the City and Licensee. No agreements, modifications implied or otherwise shall be binding on any of the parties unless set forth in writing and signed by both parties.

7.2 *Severability.* The phrases, clauses, sentences, paragraphs and sections of this Agreement are severable; and if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

7.3 *Notice.* Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and mailed by certified or registered mail, addressed as set forth below or at such other address as may be specified by written notice:

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

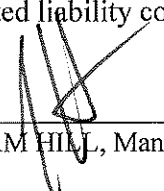
LICENSEE
Sterling Estates, LLC
Attn: Adam Hill, Managing Member
1506 E Winding Way, Suite 401
Friendswood, TX 77546

- 7.4 *Choice of Law.* The City and Licensee agree that this Agreement shall be construed in accordance with the laws of the State of Texas.
- 7.5 *Venue.* Exclusive venue for any dispute arising out of this Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.
- 7.6 *Assignment.* This Agreement shall not be assigned without the prior written consent of City through its City Manager.
- 7.7 *Construction.* Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
- 7.8 *Non-Waiver.* Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.
- 7.9 *Remedies Cumulative.* No right or remedy granted herein or reserved to the City is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the City. Forbearance or indulgence by the City shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- 7.10 *Headings.* The article and section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- 7.11 *Agreement Read.* The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 7.12 *Multiple Originals.* It is understood and agreed that this Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year opposite their signatures.

LICENSEE:

STERLING ESTATES, LLC, a Texas
limited liability company


ADAM HILL, Managing Member

8/10/26

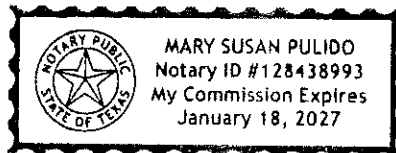
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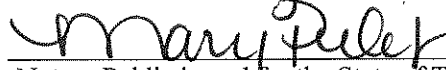
THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Adam Hill, Managing Member of Sterling Estates, LLC, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of August, 2026.

(SEAL)




Notary Public in and for the State of Texas
My Commission Expires: 01/18/2027

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

(Date)

ATTEST:

RAQUEL MARTINEZ, City Secretary

H:\Contracts\Sterling Estates LLC - License Agreement\Sterling Estates - License Agreement for Subdivision Signs.docx

EXHIBIT "A"

PROPERTY DESCRIPTION:

A TRACT OF LAND CONTAINING 11.392 ACRES, MORE OR LESS, OUT OF LOTS 7 AND 8, IN BLOCK 5 AND LOTS 3 AND 4, IN BLOCK 7, OF FRIENDSWOOD SUBDIVISION, IN THE SARAH MCKISSICK OR J. R. WILLIAMS LEAGUE, GALVESTON COUNTY, TEXAS, RECORDED IN VOLUME 7, PAGE 21 OF THE GALVESTON COUNTY MAP RECORDS, BEING THE SAME PROPERTY AS CONVEYED TO FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT BY DEED AS RECORDED IN VOLUME 1817, PAGE 329, DEED RECORDS OF GALVESTON COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (WITH ALL BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT THE NORTH CORNER OF LOT 8, BLOCK 5 OF FRIENDSWOOD SUBDIVISION:

THENCE SOUTH 48°15'13" EAST, ALONG THE NORTHEAST LINE OF SAID LOT 8, A DISTANCE OF 30.00 FEET, TO A POINT FOR CORNER IN THE SOUTHEAST RIGHT OF WAY LINE OF BRIARMEADOW ROAD (70' R.O.W. AS OCCUPIED);

THENCE SOUTH 41°44'47" WEST, PARALLEL WITH THE NORTHWEST LINE OF SAID LOT 8 AND ALONG THE COMMON LINE OF SAID SOUTH EAST RIGHT OF WAY LINE OF BRIARMEADOW ROAD, A DISTANCE OF 149.00 FEET, TO THE POINT OF BEGINNING AND THE NORTH CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING THE WEST CORNER OF THE FINAL PLAT OF STERLINGWOOD, A SUBDIVISION RECORDED IN VOLUME 18, PAGE 85, OF THE PLAT RECORDS OF GALVESTON COUNTY, TEXAS, FROM WHICH A 4" WOODEN FENCE POST (FOUND) BEARS N 35°55' E. 0.4';

THENCE SOUTH 48°15'13" EAST, ALONG THE COMMON LINE OF SAID FINAL PLAT OF STERLINGWOOD, A DISTANCE OF 670.89 FEET, TO A 1/2" IRON ROD FOUND, MARKING THE SOUTH CORNER OF SAID FINAL PLAT OF STERLINGWOOD, ALSO BEING IN THE NORTHWEST LINE OF SUNPARK ESTATES REPLAT, A SUBDIVISION RECORDED IN VOLUME 15, PAGE 167, OF THE PLAT RECORDS OF GALVESTON COUNTY, ALSO BEING THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 41°44'47" WEST, ALONG THE COMMON LINE OF SAID SUNPARK ESTATES REPLAT, A DISTANCE OF 739.68 FEET, TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, BEING AN INTERIOR CORNER OF SAID SUNPARK ESTATES REPLAT, FROM WHICH A FOUND 1/2" IRON ROD BEARS S 02°37'11" E, 0.33';

THENCE NORTH 48°15'13" WEST, ALONG THE COMMON LINE OF SAID FINAL PLAT OF STERLINGWOOD, A DISTANCE OF 670.89 FEET, TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, IN THE SOUTHEAST RIGHT OF WAY OF SAID BRIARMEADOW DRIVE, BEING THE NORTHERLY WEST CORNER OF SAID SUNPARK ESTATES REPLAT, FROM WHICH A 5/8" IRON ROD (FOUND) BEARS S 68°48'34" E, 0.51 FEET;

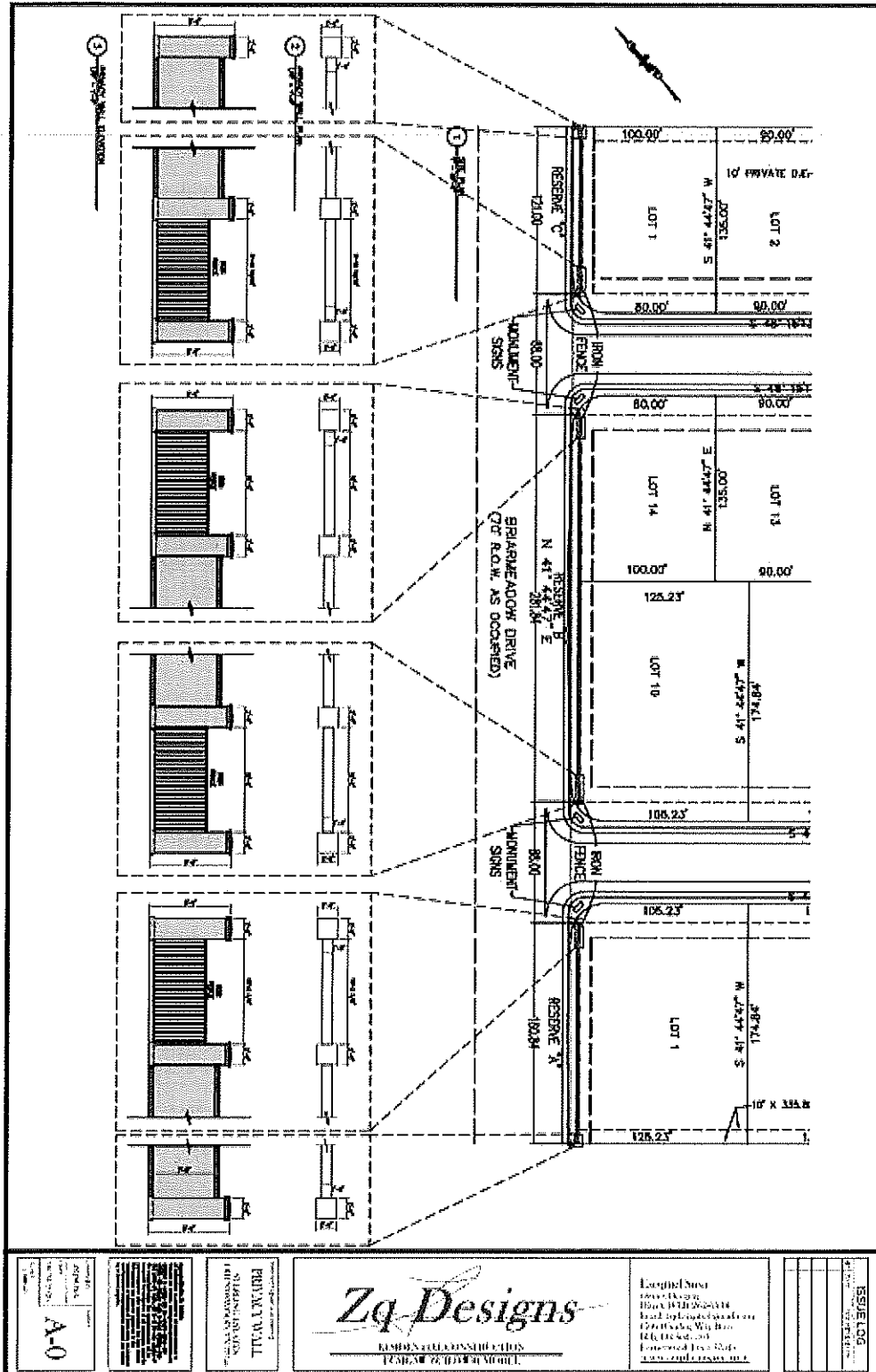
THENCE NORTH 41°44'47" EAST, ALONG THE COMMON LINE OF SAID BRIARMEADOW DRIVE, A DISTANCE OF 739.68 FEET, TO THE POINT OF BEGINNING.

CONTAINING WITHIN THESE CALLS 11.392 ACRES OF LAND, MORE OR LESS.

EXHIBIT "B"

 57.5" 29.5" <i>Sterling</i> ESTATES x4	
	DATE 04.14.2024 PROJECT Communicay - Sterling Estates QUANTITY 4
	GENERAL NOTES Halo-illuminated reverse channel letters of 1 1/2" deep painted satin black on face and returns. 3/16" thick clear polycarbonate backs on 1 1/2" spacers, 7100K Bright White LEDs / UL labels.

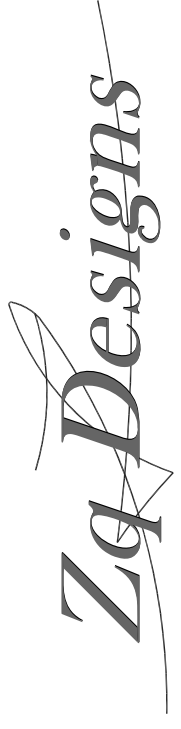
EXHIBIT "C"





ISSUE LOG		
NO	DATE	DESCRIPTION FOR

Ezequiel Sosa
Owner/Designer
Direct: (832) 282-1038
Email: zqdesigns@gmail.com
1506 Winding Way Drive
Bldg 104 Suite 303
Friendswood Texas 77546
www.zqdesigns.net

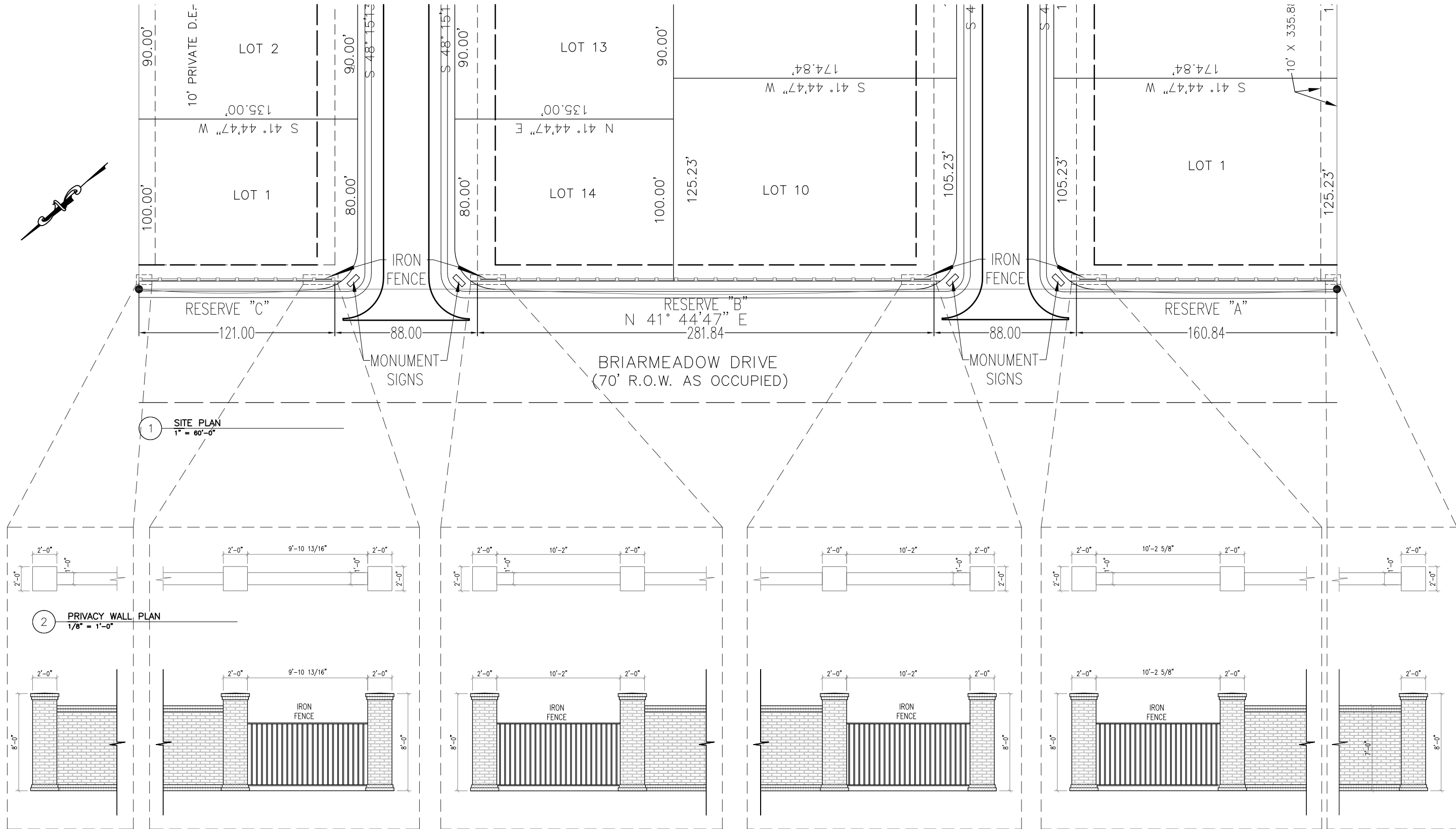


RESIDENTIAL CONSTRUCTION
DESIGN ■ BUILD ■ REMODEL

PROJECT NAME & ADDRESS:
PRIVACY WALL
STERLING ESTATES
FRIENDSWOOD, TX 77546

Copyright © 2026 ZQ DESIGNS
All construction to adhere to all notes contained in this plan as a whole. Drawings and specifications are designed to comply with the owner's wishes and criteria. Any changes made to these drawings after final prints are made, will be at the sole expense of the owner/contractor. The owner/contractor will be responsible for verification of all dimensions, liable for any human error after construction has been started. No warranties are given or implied as to the completeness or accuracy of these plans. All structural and foundation design should be checked and verified by a licensed engineer.

DRAWN BY ZQSOSA	SHEET
DATE 06/04/2026	A-0
SCALE 1/8"=1'-0"	





DATE 06.16.2026
PROJECT Communicay -
Sterling Estates
QUANTITY 4

GENERAL NOTES

Halo-illuminated reverse channel letters at 1 1/2" deep painted satin black on face and returns. 3/16" thick clear polycarbonate backs on 1 1/2" spacers. 7100K Bright White LEDs / UL labels.



x4

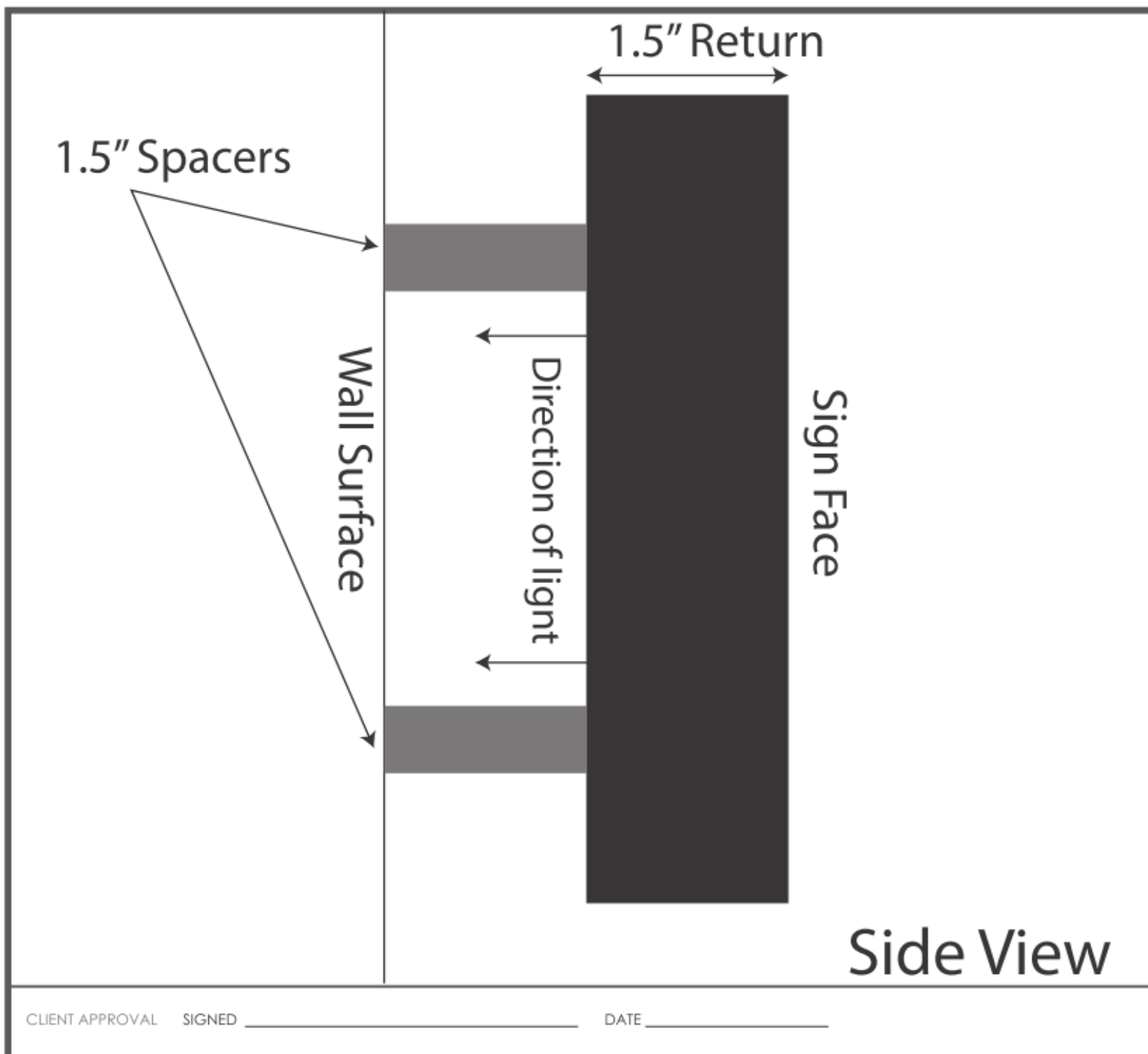
CLIENT APPROVAL SIGNED _____ DATE _____



DATE 06.16.2026
PROJECT Communikay - Sterling Estates
QUANTITY 4

GENERAL NOTES

Halo-illuminated reverse channel letters at 1 1/2" deep painted satin black on face and returns. 3/16" thick clear polycarbonate backs on 1 1/2" spacers. 7100K Bright White LEDs / UL labels.



CLIENT APPROVAL SIGNED _____ DATE _____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: August 24, 2026

Date submitted: 08/07/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider awarding the Public Works and Engineering Building Roof Replacement Project to Texas Ligua Tech Services, Inc., through Choice Partners Contract No. 26/009LL-14.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to award a contract to Texas Ligua Tech Services, Inc. ("Ligua Tech"), for the Public Works and Engineering Building Roof Replacement Project through Choice Partners Contract No. 26/009LL-14 and to approve the supplement conditions thereto. Attached is the bid form from Ligua Tech in the amount of \$1,257,000 along with a Supplemental Agreement and Choice Partners Contract No.26/009LL-14.

The City of Friendswood is a member of the Choice Partners, a national purchasing cooperative, which was created to increase the purchasing power of governmental entities and simplify their purchasing of needed equipment and services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Supplemental Agreement
2.	09 26-009LL Texas Contract
3.	08 26-009LL Texas Award Letter
4.	Ligua Tech Bid Form - PW&E Roof Replacement
5.	FRIENDSWOOD PW & ENGINEERING ROOF REPLACEMENT

**SUPPLEMENTAL AGREEMENT BETWEEN CITY
AND CONTRACTOR
FOR CHOICE PARTNERS CONTRACT NO. 26/009LL-14**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Supplemental Agreement (the "Contract") is entered into by and between the City of Friendswood (the "City") and Texas Liqua Tech Services, Inc. (the "Contractor") for the Public Works and Engineering Building Roof Replacement Project, located at 15355 Blackhawk Blvd, Friendswood, Texas 77546 (the "Project").

1. **SCOPE OF WORK:** This scope of work for the Project shall entail the reroofing of Public Works and Engineering Building in accordance with the plans and specifications approved by the City, including all materials, equipment, freight, delivery, installation, labor, supervision, travel, mileage, dumpster, haul off, disposal, cleanup, and any other related costs to complete the Project.
2. **PROJECT COST:** The Contractor shall perform the scope of work for a contract price of ONE MILLION TWO HUNDRED FIFTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$1,257,000.00) (the "Contract Price") as detailed in Contractor's Bid Form.
3. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following documents, which are listed in the order of priority of interpretation should there be a conflict:
 - a) Addenda to this Contract,
 - b) this Contract,
 - c) Project Manual, including the City's General Conditions and Plans and Specifications,
 - d) Performance, Payment, and One-Year Maintenance Bonds,
 - e) Choice Partners No. 26/009LL-14, and
 - f) Contractor's Bid Form.

No amendments to this Contract shall be effective and binding until it is reduced to writing and signed by the duly authorized representatives of both parties. Contract Documents shall be distributed by the Contractor to its subcontractors as necessary and must be kept and be accessible at the work site. The plans and specifications must be returned to the City on request at the completion of the work.
4. **CITY'S REPRESENTATIVE:** The project shall be administered by the City's Parks and Recreation Director (the "City's Representative"), whose duties responsibilities and have the rights and authority assigned to City's representative in the Contract Documents.
5. **COMMENCEMENT AND COMPLETION OF WORK:** Once the bonds and the certificate of insurance have been submitted to and approved by the City, the Contractor shall perform the work in the most expedient manner possible. The work shall commence as soon as possible, but no later than ten (10) calendar days from the date specified in the written notice to proceed. The Work will be Substantially Complete (as defined in Section 2 of the City's General Conditions) within thirty (30) days (including weekends and holidays) from the date when the Contract Time commences to run as provided in this section, and completed and ready for Final Completion within seven (7) days from the date when the Contract Time specifies Substantial Completion. No work will be allowed on Sundays. Time is of the essence in this Contract and the date of beginning and the date for final completion of work as specified in this Contract are essential conditions of this Contract. Contractor has submitted its quote in full recognition of the time required for the completion of this work taking into consideration all factors, including, but not limited to, the average climatic range, industry conditions, and liquidated damages. At final completion of the work, a certificate of final completion shall be issued by the City's Representative.
6. **PAYMENT:**
 - a) The Contractor agrees to perform the work for the Contract Price, subject to all allowable adjustments, as provided for in the Contract Documents. The Contractor shall never be entitled to anticipated or lost profits

on the deleted or reduced portion of a job. The Contractor shall not have the right to obligate the City to make any payments to another party.

- b) The Contractor shall comply with Chapter 2258 of the Texas Government Code and use the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act, which are attached hereto as Exhibit "A."
- c) No changes shall be made and no bills for changes, alterations, modifications, deviations, and extra orders shall be recognized or paid for except upon a written change order signed by the Contractor and the City. Any change shall not affect the validity of any bonds. Any requests by the Contractor for a change in original Payment Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for extra work shall be waived. The City Manager of the City has been granted general authority to approve change orders in accordance with Section 252.048 of the Texas Local Government Code.

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

8. **INTEREST:** Interest on any overdue payment from the City to the Contractor shall be paid in accordance with the provisions of Section 2251.025 of the Texas Government Code, as amended.

9. **OBSERVATION, INSPECTIONS, TESTS:**

- a) The City reserves the right to enter the property by such employee(s) or agent(s) as it may elect for the purpose of observing, testing and inspecting the work. In accordance therewith, the Contractor shall supply the City, upon request, with any keys or information necessary for the City to have access to the property. The City shall have the right to enter the property or location of the work for the purpose of performing such collateral work as the City deems necessary or appropriate.
- b) Working hours for the City's inspection personnel are from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City-approved holidays. The Contractor shall notify the City of any required inspection work outside of these hours to allow for an overtime work determination to be made, and assigned at least 48 hours in advance and shall pay the overtime wages for the required City inspections. A request to adjust work hours to earlier times, but equivalent to an eight (8) hour workday, must be made in writing and approved by the City.

10. **CONTRACTOR'S REPRESENTATIONS:** In order to induce the City to enter into this Agreement, the Contractor makes the following representations:

- a) The Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- b) The Contractor has carefully studied all available surveys, assessments, reports of explorations, investigations, and tests of subsurface conditions and drawings of physical conditions of the site. Such technical reports and drawings are not Contract Documents, and the City makes no representations or warranties as to the accuracy of such documents or information, or to whether or not they are complete, comprehensive, or all-inclusive.
- c) The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in subsection b of this section) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work, and the Contractor assumes the risk of such subsurface and physical conditions, and shall furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, and studies or similar information or data are or will be required by the Contractor for such purposes.

- d) The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by the Contractor in order to perform and finish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- e) The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- f) The Contractor has given the City's Representative written notice of all conflicts, errors or discrepancies in the Contract Documents of which Contractor knew or should have known, and Contractor shall perform the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including any written resolution of any such conflict, error or discrepancy by the City's Representative. In the event of a conflict that was not brought to the City's attention prior to the bid, the Contractor is assumed to have bid the most expensive alternative.

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

12. **RELEASE:** By this Contract, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Contract, any charter, or applicable state law. The Contractor assumes full responsibility for the work to be performed and releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of every kind and character for any injury to, including, but not limited to, death of any person (whether third persons, the Contractor, or employees of either of the parties). This release includes the cost of defense of any claim and any loss of or damage to property (whether property of the parties or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed under this Contract whether or not said claims, demands, and causes of action are covered in whole or in part by insurance.

13. **INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF

EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

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

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

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

- (1) Commercial General Liability
- General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required

- Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- (2) Business Automobile Policy
- Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
- (3) Workers' Compensation
- Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.
- b) **Requirements For Coverages.** The following shall be applicable to all policies of insurance required herein:
- (1) Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
 - (2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - (3) Liability policies must be on occurrence form.
 - (4) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to the City.
 - (5) The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation Policy required herein.
 - (6) Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
 - (7) Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
 - (8) All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Contractor. The Contractor shall provide copies of insurance policies and endorsements required hereunder to the City on or before the Effective Date of this Contract.

15. EXTENSIONS AND DELAYS:

- a) **Extensions.** Within seven (7) calendar days of any act or incident that the Contractor reasonably believes may justify an extension of time for final completion, the Contractor may apply in writing for an extension of such time, submitting therewith all written justification as may be required by the City. Thereafter, the City's Representative, within seven (7) calendar days after receipt of a written request for an extension of time from the Contractor, which is supported by all requested documentation, shall then grant or deny such written request; provided that the request for an extension is not based upon weather conditions. Should an extension be requested within the seven (7) calendar-day period based upon weather conditions, the City's Representative shall grant or deny such a written request upon Final Completion of the Work based upon any variation from the average climatic range.
- b) **Delays.** The Contractor, in undertaking to complete the work within the time herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or weather or otherwise. No charge whatsoever shall be made for hindrances or delays from any cause whatever, except where the work is stopped by order of the City or by extraordinary causes. Any extension shall not exceed the time actually lost by Contractor.

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

Contractor of the responsibility of accurately locating all work in accordance with the specifications and Contract Documents.

17. MATERIALS:

- a) Materials or work described in words which when so applied have well-known technical or trade meanings shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with the Contract Documents and recognized industry standards.
- b) Materials and supplies utilized in the final product that will be turned over to the City shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer.
- c) No refurbished, reconditioned or other previously utilized materials or supplies will be used without the signed authorization of the City.
- d) Where the product is to be turned over to the City, the Contractor may utilize substitutes of equal quality and function as provided for in the specifications.
- e) The City shall have full and final decision over the use of substitute materials and supplies.
- f) The Contractor shall certify to the City that all materials installed are free from asbestos containing material.

18. WORK STOPPAGE: The City or the City's Representative shall have the right to order the work of the Contractor or any subcontractor wholly or partially stopped immediately under any one or more of the following conditions:

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

Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including time of performance and deadlines therefor, nor will extra charges be allowed the Contractor by reason of such stoppage or suspension.

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

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

- 20. SUBCONTRACTORS:** The Contractor shall retain personal control and give its personal, utmost attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. All subcontractors must be approved by the City's Representative prior to performing any work on the Project. If the City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement as far as applicable to its work. The Contractor shall be fully responsible to the City and the City's Representative for the acts and omissions of its subcontractors.

The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever. The Contractor shall further be exclusively responsible for ensuring that no claims or liens of any type are filed against any property owned by the City arising out of or incidental to the performance of any services performed pursuant to this Agreement. In the event a statutory lien notice is sent to the City or the City's Representative, the Contractor shall, where no payment bond covers the work, upon written notice from the City or the City's Representative, immediately obtain bond at the Contractor's sole expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to ensure the payment of such claim until litigation determines to whom payment shall be made.

- 21. DEFECTIVE WORK DISCOVERED DURING WARRANTY PERIOD:** If within one (1) calendar year after the date of acceptance by the City of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the work is found or determined to be defective, including obvious defects, or otherwise not in accordance with this Agreement, the Contractor shall correct it PROMPTLY.
- a) After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. This obligation shall survive the termination of this Agreement. The guarantee shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to either the warranty or guarantee period.
 - b) If within seven (7) calendar days after the City has notified the Contractor of a defect, failure or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor.
 - c) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for replacement or repair of parts and for correction of defects, shall be paid by the Contractor or by the surety.
 - d) The one (1) calendar year warranty shall cover all work, equipment, and materials that are part of this project, whether or not a warranty is specified in the individual section prescribing that particular aspect of the work.
- 22. WITHHOLD PAYMENT AND CONTRACTOR'S PAYMENT:** Regardless of any bond, the City may, on account of subsequently discovered evidence, withhold payment or nullify the whole or part of any acceptance or certificate to such extent as may be necessary to protect the City from loss on account of:
- a) Defective work or work that is not in strict accordance with the terms of this Agreement, the Specifications, or the other Contract Documents;
 - b) Claims filed or reasonable evidence indicating probable filing of claims, as determined at the sole discretion of the City;
 - c) Failure of the Contractor to make prompt payments to subcontractors or for material or labor or materialmen;
 - d) Claims filed or reasonable evidence, as determined at the sole discretion of the City, of damage to another Contractor or a third party, including adjacent property owners;
 - e) Reasonable doubt, as determined at the sole discretion of the City, that the work can be completed for the unpaid balance of the contract amount;

- f) Reasonable indication, as determined at the sole discretion of the City, that the work will not be completed within the contract time;
- g) Liquidated damages and administrative charges, as determined by the City at its sole discretion;
- h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property;
- i) Claims filed or reasonable evidence as determined at the sole discretion of the City indicating unremedied damage to property owned by the City; or
- j) Other amounts authorized under this Agreement.

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

23. CHARGES FOR INJURY OR REPAIRS:

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

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

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

The bonds shall be executed by the Contractor and by a corporate surety, the qualifications of which shall be as required below. The bonds required herein shall remain in effect throughout the term of this Agreement and for a

period of one (1) year after the completion of the work and shall be extended for any warranty work to cover the warranty period. If at any time during the execution of this Agreement or in the required period thereafter, the bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bonds, which bonds shall assure performance, payment, or maintenance as required. Such replacement bond(s) shall be issued by a surety acceptable to the City.

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

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

The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure to use safety devices of any type or nature that may be required to protect or warn any individual of potential hazards

created by the performance of the work; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

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

30. **TERMINATION:** If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the work either itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment and materials as may be on the job site and to exercise all rights, options and privileges of the Contractor under its subcontracts, purchase orders or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to the City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor will reimburse the City for all costs incurred by the City's Representative, (including, without limitation, applicable, general and administrative expenses, and field overhead, and the cost of necessary equipment, materials and field labor) in correcting work by the Contractor that fails to meet the requirements of the Contract Documents.

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

- a) Stop the work on the date and to the extent specified in the notice of termination;
- b) Place no further orders or subcontracts for services, equipment, or material, except as may be necessary for completion of such portion of the work as is not terminated;
- c) Immediately terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- d) Assign to the City, in the manner and to the extent directed by it, all of the right, title and interest of the Contractor under the orders or subcontracts so terminated in which case, the City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- e) With the approval of the City, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts;
- f) Deliver to the City, when directed by the City, all documents and all property, which if the work had been completed, the Contractor would have been required to account for or deliver to the City, and transfer title to such property to the City to the extent not already transferred; and/or
- g) Take actions necessary or as otherwise directed by the City's Representative or the City for the protection and preservation of the work.

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

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

- a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
- b) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;
- c) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;
- d) If within five (5) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy any defective work or work that does not conform to the requirements of this

Agreement, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or covenants contained in this Agreement or any other current agreement between the Contractor and another City for similar construction work on other property; or

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

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

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

33. **COMPLETION AFTER ABANDONMENT OR TERMINATION:** In the event that the Contractor has abandoned the project or the City has terminated the contract for cause and where there is no performance bond provided or where there is a surety but such surety, within seven (7) calendar days after the notice demanding completion is sent, fails to commence the completion and diligent prosecution of the work in compliance with this Agreement, then the City may AT ITS OPTION provide for completion of the work in either of the following elective manners:

- a) The City may employ such force of men and use such machinery, equipment, tools, materials, and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said Contractor, and expense so charged shall be deducted and paid by the City out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor and/or its surety hereby waives any and all privileges, rights, and claims to receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or its surety shall, within seven (7) calendar days, pay the amount of such excess to the City.
- b) the City, under sealed bids, after notice published as required by law at least twice in a newspaper having general circulation in the City, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the City under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the Contractor and/or its surety hereby waives any and all privileges, rights and claims to such excess.

In the event of abandonment by the Contractor, the Contractor shall assign to the City, in the manner and to the extent directed by the City, all of the rights, title, and interest of the Contractor in and to any and all materials located on the property and any subcontracts for work to be performed on the property; in which case the City shall have the right to settle or pay all claims arising out of the termination of such orders and subcontracts.

34. **DAMAGES:** Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor five (5) days' prior written notice, shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

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

35. MISCELLANEOUS:

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

- The Contractor agrees that it will not, directly or indirectly; cause an employee of the City to engage in such misconduct.
- l) This Contract has been made under and shall be governed by the laws of the State of Texas.
 - m) Venue for all purposes shall lie in Galveston County, Texas.
 - n) The parties agree that this Contract shall not be construed in favor of or against any party on the basis that the party did or did not author this Contract.
 - o) Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. The persons executing this Contract hereby represent that they have authorization to sign on behalf of their respective corporations and/or business entities.
 - p) The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Contract.
 - q) The Contractor may not assign or otherwise transfer this Contract or any rights or obligations hereunder without the prior written consent of the City.
 - r) This Contract shall inure to the benefit of and be binding upon the Contractor and its successors and assigns.
 - s) It is understood and agreed that this Contract may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Contract on the ____ day of _____, 2026, the date of execution by the City Manager of the City of Friendswood.

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Texas Liqua Tech SERVICES, Inc.

(Signature)

(Printed Name)

(Title)

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

Before me on this day personally appeared _____, in his/her capacity as _____ of Texas Liqua Tech Services, Inc., on behalf of such business entity,

_____ known to me;

_____ proved to me on the oath of _____; or

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

(check one)

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

Given under my hand and seal of office this ____ day of _____, 2026.

Notary Public in and for the State of Texas

My commission expires: _____

EXECUTION OF OFFER

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

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

CORPORATE NAME:	Texas Ligua Tech Services, Inc.		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Charles Small		
TITLE:	General Manager		
DATE:	02/09/2026		
ADDRESS:	1819 Milby Street		
CITY, STATE, ZIP CODE:	Houston, Texas 77003		
PHONE:	713-225-5325	FAX:	713-225-2755
EMAIL ADDRESS:	charles@liquatech.com		
WEBSITE URL	http://www.liquatech.com		

This Section to be Completed by HCDE/CP

Contract Number: 26/009LL-14 Term of contract: 7/15/2026 to 5/19/2027

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

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

Harris County Department of Education



Ann Westbrook
CFO
July 19, 2026 22:29 CT
ann.westbrooks@hcdetexas.org

7/15/2026

Board Approval Date

5.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this CSP and are part of the terms and conditions of each Supplemental Contract, Purchase Order, Job Order, or proposal forms issued in connection with this CSP by HCDE or a purchasing CP member. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY DEVIATION/EXCEPTION MUST BE NOTED VIA TRACK CHANGES/REDLINE DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS AND UPLOADED INTO THE RESPONSE ATTACHMENTS SECTION OF THE EBID SUBMISSION.** A general statement that Vendor reserves the right to negotiate terms and conditions of the Contract or similar language is unacceptable and will be rejected. The sole opportunity to submit any deviation/exception to these Contract Terms and Conditions is at the time of submission of a Proposal in response to this RFP; Contract Terms and Conditions will not be negotiated/renewed at any other time, including at any renewal term. Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by HCDE and eliminated from further consideration.

CONTRACT BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND ("VENDOR") FOR ROOFING, WATERPROOFING, AND MASONRY

This Contract is entered into between Harris County Department of Education, including its cooperative purchasing division Choice Partners (collectively "HCDE" or "HCDE/CP") and Vendor, having submitted a proposal in response to this CSP issued by HCDE and whose proposal has been accepted and awarded by HCDE. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCDE and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

5.1 Definitions

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

5.2 Use of Contract by CP members

Vendor agrees and understands that this CSP and Contract may be used to accomplish work for HCDE, a local governmental entity and/or a purchasing CP member as provided by Section 1.0 – Notice of Intent.

5.3 Contract Terms; Amendment

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's order, acknowledgments, invoices purchase or work orders, invoices, checks, order acknowledgements, forms, contracts, terms of use, online/website/click-through source terms, or similar commercial documents relating hereto and which may be issued by Vendor after the issuance of the CSP shall have any force or effect unless expressly agreed to in writing by the CP member and Vendor via a Supplemental Contract. No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.4 Term of Contract; Renewal of Contract

The initial term of this Contract is for a period of one (1) year, with automatic renewals for up to **three (3)** additional one-year renewal terms; either party may elect not to renew the contract by providing written notice at least thirty (30) days prior to expiration of the then-current term, unless otherwise specified in **Section 6.0 - Scope of Proposal**. Consequently, the total term of the Contract may be for a period of **four (4)** years. At HCDE's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

Automatic Renewal of Supplemental Contract(s) Prohibited

Any Supplemental Contract between Vendor and a purchasing CP Member shall not incorporate an automatic renewal clause that exceeds month-to-month terms. This Section 5.4.1 is not negotiable at either the purchasing CP member's or Vendor's discretion or authority. Any Supplemental Contract between Vendor and a CP member that conflicts with this automatic renewal prohibition shall be void and unenforceable. This term ensures that a CP member does not inadvertently or unknowingly renew a Supplemental Contract with Vendor.

5.5 Termination of Contract; Survival

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

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

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

If federal funds are used by HCDE under this Contract, HCDE shall provide written notice of termination to Vendor if HCDE terminates this Contract for any reason stated herein.

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

5.6 Prevailing Wage Rates; Performance and Payment Bonds – Construction/public works projects only

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

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

Order or Job Order is in excess of \$50,000 for CP members that are governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the TEX. TRANSP. CODE.

5.7 Change Orders

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

5.8 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5; the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of \$10,000); the Education Department General Administrative Regulations ("EDGAR")/Uniform Guidance (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to HCDE/CP and/or CP members, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with HCDE/CP if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the CP member (or HCDE is HCDE is the purchasing entity) at cost as part of the Purchase Order, unless the permits are provided by the CP member or HCDE. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the HCDE's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by HCDE or a CP member, Vendor shall furnish HCDE and/or the CP member with satisfactory proof of Vendor's compliance with this provision.

The states of individual CP members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements.

5.9 Confidentiality

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

5.10 Title and Risk of Loss; Freight, Delivery, Inspection & Acceptance

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

5.10.2 Freight, transportation, delivery, handling, and other charges, as applicable, are to be pre-paid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) were accepted in writing by HCDE/CP member, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (b) are itemized and shown separately on HCDE/CP member's invoice; and (c) are supported by appropriate documentation submitted with the invoice.

Deliveries shall be made during HCDE/CP member's Regular Hours. Vendor shall deliver the conforming products or services to HCDE/CP member within **ten (10) business days** of Vendor's receipt of a Purchase Order/Supplemental Contract. If delivery is not or cannot be made within this time period, Vendor must receive authorization from HCDE/CP member for the delayed delivery.

If defective or incorrect products are delivered, the CP member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the HCDE or the CP member. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products. HCDE or the CP member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, HCDE or the CP member may procure its needs from alternative sources without penalty.

Unless otherwise approved in advance, in writing by HCDE/CP member, Vendor shall package all tangible goods in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition

5.11 Warranty Conditions

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's or the CP member's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the CSP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the CSP, or Purchase Order.

5.12 Security Breach Notification

This provision applies to Vendors that provide goods/services to HCDE and CP members that are Texas governmental entities: If, pursuant to this Contract, Vendor has access to computerized data that contains “sensitive personal information” as defined by Tex. Bus. & Comm. Code § 521.002 or information the disclosure of which is regulated by law, this paragraph shall apply. Vendor agrees to promptly notify HCDE/CP member in the event of a breach of system security or any unauthorized acquisition, access, use, or disclosure of HCDE/CP member data, including any data that is protected under federal or state law (collectively, a “Security Incident”). As required by Tex. Gov’t Code § 2054.603, notification shall be made to HCDE’s/CP member’s designated contact within forty-eight (48) hours of the Vendor becoming aware of such Security Incident, unless a shorter period is required by applicable law. Vendor shall cooperate fully with HCDE/CP member to investigate and respond to the Security Incident. This includes, but is not limited to, providing a detailed written description of the incident, the type of data affected, the number of individuals potentially impacted, steps taken to mitigate the breach, and plans for preventing a recurrence. Notification and response shall be conducted in a manner consistent with applicable laws and regulations, including, but not limited to, Tex. Bus. and Comm. Code § 521.053, and Texas Department of Information Resources (DIR) Security Control Standards Catalog. Where applicable, Vendor shall also comply with guidance issued by DIR and the Texas Education Agency regarding breach response and data privacy. Vendor shall bear all costs associated with the investigation, notification, and remediation of any Security Incident caused in whole or in part by Vendor’s acts or omissions, including the cost of required notices to affected individuals and regulatory agencies.

5.13 Customer Support

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

5.14 HCDE and/or CP members’ Property

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

5.15 Tax Exempt Status

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

5.16 Other State Tax Requirements**5.16.1 Payment of Taxes by CP Members outside of Texas**

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

5.16.2 State and Local Transaction Privilege Taxes

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

5.17 State of Texas Franchise Tax

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

5.18 Tax Responsibilities of Vendor and Indemnification for Taxes

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

5.19 IRS W-9

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

5.20 Assignment of Contract

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

5.21 Notification of Material Change

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

5.22 Performance

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

5.23 Subcontractors

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

If Vendor uses subcontractors in the performance of any Purchase Order or Job Order issued as a result of a Job Order Contract awarded via this procurement solicitation, subcontractors must issue their Job Order Quotes using the same pricing method(s) outlined in the procurement solicitation and according to Texas Government Code Chapter 22269, Subchapter I, Job Order Contracts Method.

5.24 Non-Appropriation

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

discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, any Purchase Order, and/or any Job Order are commitments of the current revenue of HCDE and CP members only. To the extent that HCDE or CP members will use grant funds to fulfill its obligations under this Contract or a Supplemental Contract, Vendor acknowledges that grant funds will be used to pay for all or a portion of funds due under this Contract or a Supplemental Contract and that this Contract or a Supplemental Contract is only effective upon receipt of the Notice of Grant Award (“NOGA”) and receipt of grant funding by HCDE or a CP member from the awarding agency. As such, if HCDE or a CP member does not receive sufficient grant funding for the goods/services provided in this Contract or a Supplemental Contract, HCDE or a CP member may terminate this Contract or a Supplemental Contract without penalty and without further liability, obligation, or duty (monetary or otherwise) to Vendor, at any time upon written notice to Vendor.

5.25 Ordering Procedures

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

5.26 Invoices; Payments

5.26.1 Invoice Submission

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

5.26.2 Invoice Payment

HCDE or the CP member will make payments directly to Vendor. HCDE or the CP member placing the Purchase Order/Job Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. If Vendor enters into an agreement with any CP member pursuant to this RFP, HCDE shall not be liable for the indebtedness of any CP member.

5.26.3 Payment Terms

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

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

5.26.4 Remedies

In addition to all other rights and remedies that HCDE may have, HCDE shall have the right to setoff, against any and all amounts due to Vendor by HCDE, whether due under this Contract or any other agreement between HCDE (including any division of HCDE) and Vendor, any sums for which HCDE

is entitled to under this Contract, as determined by HCDE in its sole discretion, including, without limitation, sums due by Vendor to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE Administrative Fee(s).

5.27 Reporting/Verification of CP members/ Activity Reports

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

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

Reports shall be submitted in an electronic format to Vendor's designated CP contact. CP members must upload activity purchasing reports to the HCDE/CP member rebate portal, unless otherwise stipulated by HCDE. Vendor shall respond to requests by HCDE/CP to verify any CP member's activity report(s) within three (3) business days of any request for such verification and/or documentation. Failure to timely and/or sufficiently respond to such requests may result in termination of this Contract by HCDE/CP.

5.28 Pricing Changes

Except as expressly permitted herein, Vendor has no contractual right to increase prices during the Term of the Contract. No price increases will be accepted during the time of the submission of Vendor's Proposal and Contract award. All price changes shall be presented to HCDE/CP for acceptance or rejection by HCDE/CP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by HCDE/CP prior to taking effect. No retroactive price increases will be approved; all price increases shall be prospective and shall be implemented as of the date approved by HCDE/CP. All pricing submitted to HCDE/CP in Vendor's proposal shall include the administrative fee to be remitted to HCDE/CP by Vendor.

5.28.1 5.28.1 All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. In the event Proposer's prices will be adjusted or escalated upon a renewal of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Vendor shall indicate any list price adjustment upon which Vendor intends on relying during the Term of this Contract and on what it is based. For example: name of the independent wholesale index used to adjust prices on contract renewal, CPI,⁷ MSRP, Price List, Website Pricing. Vendor agrees to promptly lower the proportionate price of any product/service purchased through this Contract following a reduction in the price the Vendor is paying suppliers. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CP.

5.28.2 5.28.2 In extraordinary circumstances and for non-child nutrition funded purchases, Vendor may request a price increase at times other than at renewal, but no more frequently than once every 180 days unless otherwise approved in writing by HCDE/CP.

5.28.3 5.28.3 The following documentation shall be provided to support any request for a price change, as applicable, in such format as may reasonably be required by HCDE/CP:

- justification for change/increase

⁷ For purchases with child nutrition funds, the Texas Department of Agriculture requires the use of the Consumer Price Index (CPI) Food Away from Home when an index is used to adjust prices. See TDA, ARM Section 17, p.41, fn.71.

- market conditions, including, as applicable, tariff charges (identification of the specific tariff, date the tariff is taking or took effect, country of origin, and amount of tariff are required)
- manufacturers'/distributors' price changes

HCDE/CP reserves the right to request additional documentation/information relating to a request for a price change, in its sole discretion, and Vendor agrees to comply with such requests. All price decreases shall be allowed for all products and/or services

5.29 HCDE/CP Administrative Fee

HCDE/CP will invoice Vendor for the HCDE/CP Administrative Fee of **2%**. HCDE/CP reserve the right to decrease the Administrative Fee at any time, upon notice to Vendor. The invoice for the Administrative Fee will be based on total sales made through this Contract. Vendor shall remit payment of the HCDE/CP Fee to HCDE/CP within thirty (30) days from the date of issuance of the invoice (Net 30). Failure to pay the HCDE/CP Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in HCDE/CP suspending or terminating this Contract. Vendor shall honor and pay HCDE/CP the HCDE/CP Administrative Fee for any sales resulting from this Contract that occurred within thirty (30) days of the expiration or termination of this Contract. All rebates, discounts, and other applicable credits granted by Vendor as a result of any Supplemental Contracts entered into between Vendor and CP members shall accrue exclusively to CP member(s). Such rebates, discounts, and/or other applicable credits (collectively, "credits"), including, without limitation, any such credits applied after the initial sale or payment, shall not reduce, offset, or otherwise affect the HCDE/CP Administrative Fee owed by Vendor to HCDE/CP under this Contract.

5.30 Records Retention

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

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

5.31 Right to Review, Audit and Inspect

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

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

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

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

5.31.4 Any other matter related to this Contract.

5.32 Indemnification

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

5.33 Governing Law and Exclusive Venue

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

5.34 Multiple Contract Awards; Non-Exclusivity

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

5.35 New Products

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

5.36 No Substitution; Product Recall

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

If a product recall is instituted on any good that has been furnished and delivered to HCDE or any CP member, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the purchasing agent of HCDE and the purchasing CP member by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Director of Purchasing of HCDE and the purchasing CP member. Vendor will be responsible for all costs associated

with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

5.37 Penalties

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

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

5.38 Promotion of Contract Marketing Plan

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. HCDE/CP may only supply Vendor with CP members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of HCDE/CP and Vendor's company, product, and/or services shall be at HCDE/CP's sole discretion. Encouraging CP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CP seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CP and obtain written approval before Vendor finalizes or publishes promotional material bearing the HCDE/CP or HCDE/CP name or seal. Vendor may not release any press release or other publication regarding this Contract or HCDE/CP unless and until HCDE/CP first approves the press release or publication in writing

5.39 Website Support

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

5.40 Safety

Vendor shall take all precautions necessary for the safety of and prevention of damage to HCDE's and CP members' property and for the safety of and prevention of injury to persons, including HCDE's and CP members' employees and students, Vendor's employees, and third parties (including but not limited to guests, invitees, and the like), on HCDE's and CP members' property. All services and delivery of goods are performed entirely at Vendor's risk. Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by HCDE, CP members, and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by HCDE or CP members. Vendor shall indemnify and hold HCDE and/or the CP member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

5.41 Workforce

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

5.42 Supplemental Contracts

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

5.43 Insurance

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

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

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

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

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

5.43.1 Workers Compensation

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

5.43.2 Statutory, and Bodily Injury by Accident

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

5.43.3 Commercial General Liability

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

Property Damage combined. \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate. \$300,000 Personal and Advertising Injury Limit.

5.43.4 Automobile Liability Coverage

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

5.44 Participation in HCDE/CP

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

5.44.1 HCDE Participation Requirements

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

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

5.45 No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of HCDE and CP members, is an independent contractor, and is not an employee, agent, joint venturer, or partner of HCDE or any CP member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Vendor, any CP member and Vendor, HCDE and any of Vendor's agents, or any CP member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE or any CP member, and HCDE and HCE members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that HCDE and CP members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

5.46 Equal Opportunity

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

5.47 Force Majeure

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

service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CP member, or Vendor's control.

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

5.48 Severability

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

5.49 Waiver

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

5.50 Entire Agreement

The Contract, Vendor's completed HCDE/CP Attachment/Vendor Packet/bid attributes (including all certifications therein), the CSP, the portion(s) of Vendor's proposal submitted in response to the CSP that are accepted by HCDE, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between or among the documents that form this Contract, the following order of precedence shall apply: (1) Vendor's completed HCDE/CP Attachment/Vendor Packet/bid attributes; (2) this Contract; (3) the RFP; (4) the attached and incorporated addendum or exhibits, if any; and (5) the portion(s) of Vendor's proposal submitted in response to the CSP that are accepted by HCDE. This Contract supersedes any conflicting terms and conditions on any Purchase Order/Job Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

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

5.51 Interpretation

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

5.52 Notice

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

5.53 Captions

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

5.54 Authorized Distributors/Order Fulfillers

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

5.54.1 Vendor Responsibility

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

5.54.2 HCDE/CP Determination

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

5.54.3 Compliance

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

5.54.4 Use of Authorized Financing Company

For purposes of this Contract, “Authorized Financing Company” means a financing company or entity designated or directed by Vendor to provide financing services in performance of, related to, or in support of a Supplemental Contract issued pursuant to the Contract. Vendor may utilize one or more Authorized Finance Company(ies) designated by Vendor to provide financing services and support to HCDE and CP members under the Contract. Vendor may designate one or more Authorized Financing Company(ies) to provide financing services to HCDE (if HCDE is purchasing products/services) and to CP members for products and services available under the Contract. Vendor shall provide HCDE with the following information for each Vendor Authorized Financing Company: Financing Company name, business address, and contact person email address and phone number. Vendor may add or delete Authorized Financing Companies throughout the Term of the Contract upon written notice to HCDE/CP. HCDE reserves the right to require Vendor to rescind any Authorized Financing Company’s participation relating to the Contract or to request that Vendor name additional Authorized Financing Companies should HCDE determine either is in the best interest of HCDE and/or CP members. Vendor shall be fully liable and responsible for its Authorized Finance Companies’ performance under the

Contract and its Authorized Finance Companies' compliance with the terms and conditions of the Contract, including, without limitation, the pricing, purchase order, invoice and payment, CP Administrative Fee, and warranty provisions therein. All specific terms and conditions governing the Authorized Finance Company's legal relationship with the purchasing CP member (or HCDE, if HCDE is the purchaser), including terms and conditions of lease agreements, financing arrangements, and the like, shall be detailed in a Supplemental Contract between/among Vendor, the Authorized Finance Company, and the purchasing CP Member (or HCDE, if HCDE is the purchaser).

5.55 USDA/TDA Special Terms and Conditions

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

5.55.1 Market Basket Analysis

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

5.55.2 Material Change

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

5.55.3 Supplemental Contracts

Should Supplemental Contracts result in a material change to the Contract, HCDE will proceed under Section 5.56.2 of this RFP.

5.55.4 New Products

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

5.55.5 Bonds

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

5.55.6 Use by Other Governmental Entities/CP members

In the event that HCDE allows other governmental entities to utilize any existing contract between HCDE and Vendor entered into pursuant to this procurement solicitation, Vendor agrees and understands that such other governmental entities may include “school food authorities,” as that term is defined by USDA/TDA. Should such utilization by other governmental entities/CP members result in a material change to the Agreement for purposes of USDA/TDA purchases, HCDE will proceed under the foregoing section entitled “Material Changes.”

5.55.7 No Guarantee of Quantities

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

5.55.8 Buy American Act

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

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

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

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

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

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by the CP member, upon request, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. The District must determine that the use of a non-domestic food

product is appropriate, using the USDA-prescribed questions in making the decision. See “Requirements for an Exception,” ARM Section 17b Buy American, at p. 19 (August 12, 2020). Vendor agrees to provide information to the District that will assist the District in this determination. The decision to purchase or accept delivery of a non-US product must be made by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning Buy American provision exceptions.

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

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

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

5.55.9 Records Retention

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

26/009LL-14 Award Notification – Texas Liqua Tech Services, Inc. dba Liqua Tech

From CP Contract <contracts@choicepartners.org>

Date Mon 7/20/2026 11:43 AM

To charles@liquatech.com <charles@liquatech.com>

Cc Tami@choicepartners.org <Tami@choicepartners.org>

 2 attachments (1 MB)

CP Member List July.pdf; 09 26-009LL Texas Contract.pdf;

You don't often get email from contracts@choicepartners.org. [Learn why this is important](#)

Dear **Texas Liqua Tech Services, Inc. dba Liqua Tech**,

Congratulations! We're excited to inform you that your company has been awarded **26/009LL-14 for Roofing, Waterproofing, and Masonry Maintenance Component (TEC 44.031) and Component for Single Trade Job Order Contracting (TGC 2269)** with Choice Partners.

You'll find the signed contract attached to this notification. This contract, effective from **7/15/2026** to **5/19/2027**, may be renewed annually for up to **three (3)** additional years. A press release announcing the awards made this month is posted on the [Current News](#) page at www.choicepartners.org and at www.hcde-texas.org/board-agendas-and-minutes. Your Contract Manager, **Tami Cyrus**, is available to answer any questions and will be reaching out soon to schedule an orientation to discuss the details of your new contract. We've also attached a list of our members to help you identify potential customers.

Important Information for Awarded Vendors

Marketing: We're committed to helping your business succeed. Please visit our website's [Marketing Resources](#) page for tools to help you market your new contract to our 2,000+ member entities. Your Contract Manager will also send you the official Choice Partners seal to use on your website and other marketing materials.

Sales Reporting: To stay compliant with your contract, remember to submit your sales reports on the 15th of each month for the previous month's sales. You can find the necessary templates and instructions on the [Reporting Sales](#) page on the Choice Partners website. Even if you have no sales to report, you must still submit a report. This process supports our Choice Cash member rebate program, which helps us provide direct rebates to our members at no cost to you.

We look forward to a mutually beneficial partnership!

This mailbox is not monitored. If you have questions regarding your contract, please reach out to the contract manager listed on your renewal or award letter.

Choice Partners National Purchasing Cooperative
(A division of Harris County Department of Education)

Website: www.ChoicePartners.org

SECTION 00 41 13 - BID FORM

PROJECT: City of Friendswood - Public Works and Engineering Building Roof Replacement

PLACE: 15355 Blackhawk Blvd, Friendswood, TX 77546

DATE: June 1, 2026, 2:00 p.m.

TO: Mr. Kaylub Mull
City of Friendswood
kmull@friendswood.com

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents dated May 21, 2026, relating to the above referenced project, the undersigned, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and Addenda thereto, for the following sum of money:

- a. BASE BID, ITEM #1 (Public Works and Engineering Building Roof Replacement):

All labor, materials, services, and equipment necessary for completion of the work shown on the drawings and in the Specifications as Bid Item #1.

One Million Two Hundred Fifty Seven Thousand DOLLARS (\$ 1,257,000.00)
(Amount in Words Governs)

2. The Bidder attests to and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related Bid Documents and, that he has carefully reviewed the plans, specifications, addenda and related Bid Documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils reports and the site of the work, and, through his own person observations, has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the Owner.

3. UNIT PRICES: The undersigned agrees, in case of variation of quantities from those shown or specified, the following unit prices will be used in adjusting the Contract price. If additional quantities are authorized in advance by the Owner. The following amount will be added to the Contract:

- | | |
|---|-------------------|
| a. Cost per 100 sq ft Steel Deck Repair | <u>\$1,250.00</u> |
| b. Cost per board foot wood nailer | <u>\$8.00</u> |

4. If awarded this Contract the undersigned will execute a satisfactory Construction Contract and proof of insurance coverage, with the Owner for the entire work as per the Contract Documents within 10 days after notice of award. It is agreed that this proposal is subject to the Owners acceptance for a period of thirty (30) days from the above date.

5. The undersigned agrees to the following:

- a. To furnish all labor and materials as shown and specified.

- b. To work 5 working days per week.
- c. To begin work 15 Working days after notice of award of contract.
- d. To contract work utilizing the Choice Partners purchasing co-operative,
Contract Number 23/041MR-08

6. Receipt is acknowledged of the following addenda:

No. 01 Dated 05/26/2026
No. N/A Dated N/A

7. The Bidder attests to and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related Bid Documents and, that he has carefully reviewed the plans, specifications, addenda and related Bid Documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils reports and the site of the work, and, through his own person observations, has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the Owner.

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully Submitted,

By: 
(Signature)

Date 06/01, 2026

Charles Small
(Printed Name)

General Manager
(Title)

Texas Liqua Tech Services, Inc.
(Company)

PROJECT MANUAL

Including Technical Specifications and Drawings

FOR:

City of Friendswood
Public Works & Engineering Building Roof Replacement
15355 Blackhawk Blvd
Friendswood, TX 77546

May 21, 2026



OWNER'S AGENT:

Mr. Kaylub Mull
Facilities – City of Friendswood
(281) 954-1283
kmull@friendswood.com

ROOFING REPRESENTATIVE:

Mr. Blake Dieste, CDT
Texas Gulf Coast / SW Louisiana Area Manager
The Garland Co., Inc,
(832) 488-4783
bdieste@garlandco.com

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SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

Project: City of Friendswood – Public Works and Engineering Building Roof Replacement

Receipt and Opening of Bids:

The Owner invites bids on the form indicated in Section 00 41 13 for the above referenced project.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

1. Preparation of Bid: Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. Each bid must be emailed to the Owner's Representative by the time indicated on the Bid Form or addenda. Failure of these guidelines will cause the bid to be rejected and considered nonresponsive.
2. Telegraphic Modification: Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to closing time. The telegraph communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.
3. Method of Bidding: The Owner invites the following bid(s):
 - a. BASE BID, ITEM #1: Public Works and Engineering Building Roof Replacement
4. Qualifications of Bidder: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
5. Time of Completion: Time of completion of this Contract is of importance to the Owner and may be considered in the award of the Contract. The Contractor shall state on his proposal the number of calendar days he will require to complete the project in its entirety. Payments on the Contract will be made as provided by the Contract. No payment will be made on the Contract within 30 days prior to the completion date set by the Contractor, unless there is an extended unforeseen delay, over which the Contractor has no control, such as severe or unseasonable weather, it shall be the Contractor's responsibility to request any extensions in time within the above time limit shall void any possible extension of the Contract time of completion. The Owner will be the judge as to whether a time extension is to be granted and so notify the Contractor.
6. Conditions of Work: Each bidder must inform himself fully of the condition relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

7. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre bid documents will be made to any bidder orally. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be provided to all prospective bidders not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.
8. Laws and Regulations: The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities that have jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
9. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect of this bid.
10. Failure of Timely Order: The contractor is responsible for assuring the timely order of all materials specified. If a specified material or color of material cannot be delivered by the contract completion date, due to failure to order the material in a timely manner, the contractor will be responsible for supplying an equal or better material. The owner will be the sole determinant of the approved substitute material. The contractor will also be charged an amount equal to 5% of the value of the specified material. This amount will be credited to the owner through a change order to the contract. The word "material", as used in this section, includes all items specified in the specifications or shown on the drawings.
11. Sub-bid Time Limit: So that Contractors may have adequate opportunity to evaluate sub-bids, it is recommended that the "Time Limit Plan" be honored; sub and material bids must have been submitted to Contractors four (4) hours prior to the time set for bid opening.
12. Access to building(s):
 - a. During bidding the site will be available by appointment with the Owner's Representative only.
 - b. During construction special care should be taken as the building will be in operation during construction.
13. Partial Payment for Materials: Ninety percent (90%) of cost of materials delivered to the site will be paid if the materials are in good condition and properly stored and protected. Payment will be made only if a notarized copy of actual materials invoice is submitted with the Contractor's payment request.
14. Hazardous Materials: Do not bid or provide or install hazardous materials or products containing asbestos, polychlorinated biphenyl (PCB), lead in water piping, etc.
15. Pre-Construction Conference: A pre-construction conference will be held two weeks (14 days) prior to the beginning any work on this project. After full execution of the contract and insurance certificate, the Contractor shall contact the Owner and set up a date, time and place to meet on site with the Contractor, his major subcontractors, Owner and Manufacturer. The purpose of this meeting will be to discuss schedules, procedures, special considerations, and any other pertinent items related to this project.
16. Buildings in Use: All areas to be reroofed will be in use during construction. Particular care for the safety of the occupants of the building shall be taken while working on site and in the vicinity of the building. Coordinate the work process with the Owner to avoid conflicts and potential hazards.

END OF SECTION 00 21 13

SECTION 00 41 13 - BID FORM

PROJECT: City of Friendswood - Public Works and Engineering Building Roof Replacement

PLACE: 15355 Blackhawk Blvd, Friendswood, TX 77546

DATE: June 1, 2026, 2:00 p.m.

TO: Mr. Kaylub Mull
City of Friendswood
kmull@friendswood.com

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents dated May 21, 2026, relating to the above referenced project, the undersigned, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and Addenda thereto, for the following sum of money:

- a. BASE BID, ITEM #1 (Public Works and Engineering Building Roof Replacement):

All labor, materials, services, and equipment necessary for completion of the work shown on the drawings and in the Specifications as Bid Item #1.

_____ DOLLARS (\$ _____)
(Amount in Words Governs)

2. The Bidder attests to and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related Bid Documents and, that he has carefully reviewed the plans, specifications, addenda and related Bid Documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils reports and the site of the work, and, through his own person observations, has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than whose written and issued by the Owner.

3. UNIT PRICES: The undersigned agrees, in case of variation of quantities from those shown or specified, the following unit prices will be used in adjusting the Contract price. If additional quantities are authorized in advance by the Owner. The following amount will be added to the Contract:

- a. Cost per 100 sq ft Steel Deck Repair \$ _____
b. Cost per board foot wood nailer \$ _____

4. If awarded this Contract the undersigned will execute a satisfactory Construction Contract and proof of insurance coverage, with the Owner for the entire work as per the Contract Documents within 10 days after notice of award. It is agreed that this proposal is subject to the Owners acceptance for a period of thirty (30) days from the above date.

5. The undersigned agrees to the following:

- a. To furnish all labor and materials as shown and specified.

- b. To work _____ working days per week.
- c. To begin work _____ days after notice of award of contract.
- d. To contract work utilizing the Choice Partners purchasing co-operative,
Contract Number _____

6. Receipt is acknowledged of the following addenda:

No. _____ Dated _____
No. _____ Dated _____

7. The Bidder attests to and affirms that he and his subcontractors are skilled and experienced in the use and interpretation of plans, specifications, addenda and related Bid Documents and, that he has carefully reviewed the plans, specifications, addenda and related Bid Documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the soils reports and the site of the work, and, through his own person observations, has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the Owner.

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully Submitted,

By: _____
(Signature)

Date _____, 20 ____

(Printed Name)

(Title)

(Company)

SECTION 00 52 13 - AGREEMENT FORM

Agreement (Stipulated Price)

The Agreement will be executed on AIA Document Number A-101 "Standard Form of Agreement between Owner and Contractor", Current Edition.

OR

Form as approved by the City of Friendswood.

END OF SECTION 00 52 13

SECTION 00 72 00 - GENERAL CONDITIONS

PART 1 - GENERAL

1.01 DEFINITIONS

- A. The contract documents consist of the Agreement, the General Conditions of the contract, the Supplemental Conditions, the Drawings and the Specifications, including all revisions thereto.
- B. The Owner, the Contractor, and the representatives shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the roof replacement contract for the various work is awarded. The term Owner shall be understood to be City of Friendswood.

1.02 OWNERS REPRESENTATIVE STATUS

- A. The owner's representative shall have general supervision and direction of the work and are the agents of the Owner in all matters pertaining to the work as provided in the Contract Documents. They have authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.03 PERMITS AND LICENSES

- A. All permits and licenses of a temporary nature necessary to the lawful prosecution of the work shall be secured and paid for by the Contractor.

1.04 CONDITIONS OF THE SITE

- A. The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids the owner will assume that the bidders are aware of all items pertinent to their work and have made allowance for same in their bids.

1.05 VERIFICATION OF DIMENSIONS AND ELEVATIONS

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the owner and the owner will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels, or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor, or any of his sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work, as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.06 SUPERINTENDENT

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the owner unless the superintendent ceases to be in the employment of the Contractor.
- B. The superintendent shall represent the Contractor in his absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.

- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his attention by the Owner.

1.07 CONTINUATION OF OWNER'S OPERATIONS

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc. As maybe necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations. A completion date will be established at the preconstruction meeting.

1.08 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his workmen from any dangers inherent with or created by the work in progress. He shall hold the Owner harmless from any loss arising due to injury or accident to the public or his workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type material to protect roof surfaces at all times.
- B. Before starting any work protect all grounds, copings, paving and the exterior of all building surfaces where work will be performed.
- C. In those areas where materials and/or hot asphalt will be raised to the roof area a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This covering shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- D. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced prior to the final inspection. The method of repair used must be acceptable to both the Owner and the Owner's Consultant.
- E. At no time will any equipment, materials or any other items be set on or stored on a new complete roofing section.

1.09 MATERIAL STORAGE AND CLEANUP

- A. The contractor shall keep the premises free from rubbish at all times and shall arrange his material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and charged to the Contractor.
- B. The Contractor shall also remove drippage of bitumen or adhesive from all walls, window, floors, ladders and finished surfaces. Failure to do so when asked by the Owner will result in the work being done and charged to the Contractor

1.10 INSPECTION OF WORK

- A. If the drawings or specifications require the inspection and approval of any work or process by the owner, the Contractor shall give the owner ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If any work should be covered up by the Contractor without required inspection or approval by the owner it shall be uncovered at the Contractor's expense.

- B. Uncovering of work not originally inspected, or uncovering of questioned work may be ordered by the owner and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the examination. If the work is proven correctly installed, all such expense shall be borne by the Owner.

1.11 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- A. As directed by the Owner's Representative, the contractor shall cut not more than 1 core, of approximately 144 square inches each, from every newly constructed built-up roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions.
- B. In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the contractor shall, at his own expense, apply additional materials or other wise correct the deficiencies to the satisfaction of the Owner's Representative.
- C. Non-compliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner. The Contractor understands that no materials containing asbestos will be used on this project.
- D. Furthermore, damages caused by water infiltration resulting from the failure of the contractor to secure each day's work in a weather tight manner, will be corrected at the contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.
- E. The Owner will authorize the Owner's representative to periodically examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the current published instructions of the Manufacturer.
- F. The manufacturer's field representative or consultant shall be responsible for:
 - 1. Keeping the Owner's Representative informed on a periodic basis as to the progress and quality of the work.
 - 2. Calling to the attention of the contractor those matters, which he considers to be in violation of the contract requirements.
 - 3. Reporting to the Owner's Representative any failure or refusal of the Contractor to correct unacceptable practices.
 - 4. Conducting preliminary and subsequent job site meetings with the contractor's official job representatives.
 - 5. Supervising the taking of test cuts, and the restoration of such areas.
 - 6. Rendering any other inspection services which the Owner's Representative may designate.
 - 7. Certifying, after completion of the work, the extent to which the contractor has complied with these specifications as well as to the current published instructions of the Manufacturing Company.
 - 8. Inspections of work in progress.
 - 9. The Manufacturers field representative shall be an full-time employee of the manufacturer, and not a distributor, or agent.
- G. The presence and activities of the manufacturer's field representative or consultant shall in no way relieve the Contractor of his contractual responsibilities.

1.12 SEPARATE CONTRACTS

- A. The Owner reserves the right to do work or to let other contracts in connection with the work. The Contractor shall afford other such contractors a reasonable opportunity to store their material and shall cooperate with them to the best of his ability to expedite the rapid completion of the work.
- B. If any portion of the Contractor's work depends upon the Owner's or other contractor's work, the Contractor shall inspect and approve such work before proceeding with his own. He shall promptly notify the Owner of any defects in such work that will render subsequent work unsuitable. His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the execution of his work, except as for such defects that were not at that time observable and shall subsequently develop.

1.13 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor. Any temporary lights necessary to the work shall be furnished by the Roofing contractor.
- B. Water for concrete, mortar, and washing purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his work.
- D. Toilet facilities will be provided by the Contractor. Temporary toilets shall be the responsibility of the Contractor, unless the Owner approves otherwise at the Pre-construction meeting. The Contractors workmen shall gain access to the roof from the exterior only.

1.14 CHANGES OR EXTRA WORK

- A. The Owner may, without invalidating the original contractor, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted as stated below with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the owner. The value of such extra work shall be determined in one of the following ways:
 - 1. By firm price adjustment.
 - 2. By cost plus with a guaranteed maximum.
 - 3. By cost with a fixed fee.
 - 4. By unit cost.
- B. If agreement is reached that the extra cost shall be handled as per methods, 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the owner's representatives. The owner's representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve material additional cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.

1.15 CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the owner's representative as failing to meet the intention of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of

making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

1.16 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. If the owner's representative deems it inexpedient to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur, not his ability for correcting them, and damage caused by them, as specified in Article 1.15.

1.17 LIENS

- A. The Contractor shall furnish the Owner a release in full of all liens arising out of this contract. The Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his option furnish a bond to indemnify the Owner against all hazards of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains un-discharged, the Contractor shall refund to the Owner necessary funds to discharge such a lien including all cost and attorney's fees.

1.18 JOB CONDITIONS

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site.
- B. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.
- C. There is NO SMOKING allowed inside or outside the building and the Contractor shall be responsible for enforcement of this job rule at all times with his personnel. The Owner shall designate safe places for smoking at the preconstruction meeting.
- D. Under certain conditions it will be necessary and desirable to incorporate one or more of the following methods for removal of dirt, silt, gravel, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building surfaces.
 - 1. Roof vacuum systems.
 - 2. Crane and hopper with dump truck system.
 - 3. Enclosed chutes with protective shrouds on building and ground surfaces and shrubbery.
- E. These contingencies will be specified at the preconstruction conference.
- F. Ladders: When ladders are used on this project they must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- G. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant.

1.19 WORKMANSHIP

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which employed. All work shall be done in accordance with these specifications and shall meet the approval in the field of the Owner or his representative. Contractor's representative, job supervisor, shall have a complete copy of specifications and drawings on job site at all times.

1.20 SAFETY

- A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.
- B. Contractor and all on-site personnel must undergo Site-Specific Safety Training and shall at all times act in strict accordance with all NRCA recommended safety compliance rules and regulations.

1.21 COLD MATERIALS

- A. All cold materials, including sealants and roofing cements, shall be approved by the owner.

1.22 SUBSTITUTION OF SPECIFIED MATERIALS

- A. Whenever a particular make of material or trade name is shown or specified herein, it shall be regarded as being indicative of the standard required. A Bidder who proposed to quote on the basis of an alternate material or system shall submit to the Owner's representative the following information, at least seven (7) days prior to the scheduled bid opening date. All tests listed in this specification must be performed between the standard system, and the proposed substitute. If any tests are not completed then only the standard system shall be accepted. Refer to Section 01 25 13 Product Substitution Procedures.

1.23 ROOF DECK

- A. Contractor shall notify the Owner of his designate on the job site of any unforeseen areas of defective decking. Where the damage is serious and extensive, it will be the Owner's responsibility to authorize removal and replacement of deteriorated decking. Where damage to the roof deck is found, the Owner shall ask the Roofing Contractor to make the necessary repairs at the unit cost established in the quote.

1.24 INSURANCE

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by Contractors for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.
- B. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Sub-contractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
- C. If any work provided for or to be performed under any specifications is sub-let (as otherwise permitted by the terms of such specifications), the Contractor shall require the sub-contractors

to maintain and furnish him with satisfactory evidence Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.

- D. In accordance with Item II, the Contractor shall maintain the following insurance:
1. Workmen's Compensation and Employer's Liability Insurance affording, (a) protection under the Workmen's Compensation Law of the States in which the work is performed, and (b) Employer's Liability protection subject to a minimum limit of \$1,000,000.
 2. Comprehensive General Liability Insurance in amounts not less than \$5,000,000.00.
 - a. Bodily Injury: \$500,000 Each Occurrence; \$500,000 Annual Aggregate.
 - b. Property Damage: \$500,000 Each Occurrence; \$500,000 Annual Aggregate.
 3. Contractual Liability:
 - a. Bodily Injury: \$500,000 Each Occurrence; \$500,000 Annual Aggregate.
 - b. Property Damage: \$500,000 Each Occurrence; \$500,000 Annual Aggregate.
 4. Personal Injury, with employment exclusion deleted:
 - a. \$1,000,000 Annual Aggregate.
 - b. This insurance shall:
 - 1) Include coverage for the liability assumed by the Contractor under Item I (Indemnity);
 - 2) Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after completion of the work provided for or performed under these specifications;
 - 3) Not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
 - 4) Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control; and the Certificates of Insurance furnished by the contractor shall show by specific reference that each of the foregoing items have been provided for.
 5. Comprehensive Automobile Liability Insurance in the following minimum amounts:
 - a. Bodily Injury: \$250,000 per person; \$500,000 per accident.
 - b. Property Damage: \$250,000 per accident.
- E. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the owner thirty (30) days prior written notice for cancellation of any material change in the insurance.

1.25 SAFETY AND ECOLOGY

- A. Contractor shall conform to requirements as designated by the United States Federal Government (OSHA) and or other applicable safety codes or regulations.

1.26 ANTI-DISCRIMINATION IN EMPLOYMENT

- A. Contractors and Subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his contract, with respect to his hire, tenure, terms, conditions or privileges of employment because of his race, color, religion, national origin, or ancestry.

1.27 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

- A. The Bidding Contractors shall be solely responsible for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

1.28 PRE-JOB MEETING

- A. A pre-job meeting shall be held prior to the start of this project. This meeting shall include the Contractor and the Owner's representative. The condition of the buildings and related grounds areas shall be recorded and the contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related work and in addition to the conditions noted at the pre-job meeting.

1.29 DISCREPANCIES AND ADDENDA

- A. Should a Bidder and any discrepancies in the Drawings and Specifications, or should he be in doubt as to their meaning, he shall notify the Owner at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addendum, will not be considered valid, or legal or binding.
- B. No extra will be authorized because of failure of the Contractor to include work called for in the Addenda in his bid.

1.30 COMPETENCY OF THE BIDDER

- A. To enable the Owner to evaluate the competency and financial responsibility of Contractor, the low Bidder shall, when requested by the Owner, furnish the following information which shall be sworn to under oath by him or by a properly authorized representative of the Bidder:
 - 1. The address and description of the Bidder's plant and place of business.
 - 2. The name and/or Articles of co-partnership or incorporation.
 - 3. Itemized list of equipment available for use on the project.
 - 4. A certified or authenticated financial statements, dated within sixty (60) days prior to the openings of the bids. The Owner may require that any items of such statements be further verified.
 - 5. A list of present contracts, including dollar values, percentage of completion and the names of all owners involved.
 - 6. A statement regarding any past, present or pending litigation with an Owner.
 - 7. Such additional information as may be required that will satisfy the Owner that the Bidder is adequately prepared in technical experience, or otherwise to fulfill the Contract.
 - 8. Sufficient documents to ensure that the Contractor is in compliance with the current Fair Employment Practice requirements of the Owner.

1.31 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his bid or bids:
 - 1. Failure to attend the mandatory pre-bid meeting.
 - 2. Evidence of collusion among bidders.
 - 3. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
 - 4. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
 - 5. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
 - 6. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.
 - 7. Failure to comply with the submittals section of the specification.
 - 8. Contractor not operating under the same name or ownership for a minimum of five years.

1.32 PAYMENT

- A. At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the schedule of values. Prior to this submittal, the Contractor shall contact the Owner's Representative for on-site review of the proposed application. Upon approval by the Owners Representative, the Application for Payment shall be submitted to the Owner. Included shall be the data required to support the Contract's right to payment as may be required by the Owner, such as copies of requisitions from subcontractors and material suppliers, and reflecting retainage, if provided for elsewhere in the Contract Documents.
- B. Contract shall submit application in duplicate using AIA Document G702, Application and Certificate for Payment, May 1983 Edition. All blanks in the form must be completed and signature of Contractor and Notary Public must be original on each form.
- C. Progress Payments: Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follow:
 - 1. On or about the fifteenth (15th) day of each month ninety percent (90%) of the proportion of the Contractor Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the first (1st) day of that month; less the aggregate of previous payments in each case; and upon Substantial Completion of the entire work, a sum sufficient to increase the total entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum less such retainage as the Owner's Representative shall determine for all incomplete work and unsettled claims.
- D. Final Completion and Final Payment: Prior to final payment, the Contractor shall submit in duplicate to the Owner the following completed forms:
 - 1. Contractors Affidavit of Release of Liens, AIA Document G706A.
 - 2. Consent of Surety to Final Payment, AIA G707.
 - 3. Contractor's Guarantee.
 - 4. Manufacturer' Guarantee.

PART 2 - PRODUCTS – Not applicable to this section.

PART 3 - EXECUTION – Not applicable to this section.

END OF SECTION 00 72 00

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. Project Identification: Roof Replacement for the City of Friendswood – Public Works and Engineering Building located at 15355 Blackhawk Boulevard in Friendswood, TX.
- B. Project Summary: Roofing Contractor shall act as Prime Contractor in re-roofing the above referenced facility as indicated in the General Conditions, Specifications, and Drawings.

1.02 SCOPE OF WORK

- A. Low-Slope Modified Bitumen Roof Replacement
 - 1. Remove existing roofing, insulation and related sheet metal items down to the existing steel deck.
 - 2. Remove and discard of all out-of-service rooftop equipment identified on the roof and in the Drawings.
 - 3. Furnish and install two new mechanical rooftop venting units at removed HVAC equipment as identified in the Drawings.
 - 4. Mechanically attach two layers of 2.5-inch, polyisocyanurate board insulation in strict accordance with prescribed fastening patterns per ASCE 7-16 uplift calculations.
 - 5. Adhere 1/2" per 12" tapered polyisocyanurate insulation crickets on the upslope side of all mechanical equipment curbs.
 - 6. Adhere 1/2" gypsum fiber cover board in dual-component urethane foam insulation adhesive.
 - 7. Heat fuse base ply of smooth-surfaced, Type III torch-grade modified bitumen to the prepared substrate, in shingled fashion starting at the drains and working outward to the high points of the tapered insulation system.
 - 8. Heat fuse cap sheet ply of mineral-surfaced, Type III torch-grade modified bitumen to the prepared substrate, in shingled fashion starting at the drains and working outward to the high points of the tapered insulation system. All exposed corners shall be truncated to create a rounded edge.
 - 9. Immediately broadcast minerals into the hot bitumen bleedout of the side and end-laps of the cap sheet ply to achieve a monolithic coverage of roofing granules.
 - 10. Apply new, two-ply hybrid modified bitumen/KEE flashings at all vertical conditions in excess of 24-inches. Provide three-course tie-in detail at mineral surfaced cap sheet.
 - 11. Strip all lead flashings in beneath the cap sheet with one ply of smooth-surfaced, Type III torch-grade modified bitumen.
 - 12. Apply liquid flashing and polyester reinforcement to all irregularly shaped roof penetrations. Immediately embed roofing granules into the finished flashing system.
 - 13. Fabricate and install new, 22-gauge pre-finished perimeter edge system with 22-gauge continuous cleat in strict accordance with ANSI/SPRI ES-1 guidelines.
 - 14. Fabricate and install new 24-gauge pre-finished gutters and downspouts.
 - 15. Contractor shall furnish 2-year workmanship guarantee.
 - 16. Manufacturer shall furnish 30-year, No Dollar Limit, leak free warranty.

1.03 PROJECT REQUIREMENTS

- A. Existing site conditions and restrictions: The building will be occupied at the time of construction and care must be taken not to disturb normal operations of the occupants. A man must be staged on ground at all times.

- B. Texas Windstorm Insurance: The roofing contractor will be responsible for contracting with a T.W.I.A. certified Texas registered professional engineer to inspect the project to ensure strict compliance with all current wind uplift requirements and filing the required forms with the state to be in compliance and registered with the T.W.I.A. for windstorm coverage
- C. Roof Material Edge Protection: Precaution shall be taken to ensure that no materials, debris or tools are able to fall from the roof at any point.
- D. Permits: Apply for, obtain, and pay for permits required to perform the work. Submit copies to Owner.
- E. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Owner.
- F. Dimensions: Verify dimensions and quantities indicated in scope of work with field dimensions before fabrication or ordering of materials.
- G. Existing Conditions: Notify owner's representative or consultant of existing conditions differ from those indicated in the scope of work. Do not remove or alter structural components without prior written approval.
- H. Definition for terms used in the Specifications:
 - 1. Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.
 - 2. Approved: Acceptance of item submitted for approval. Not a limitation or release for compliance with the Contract Documents or regulatory requirements. Refer to limitations of "Approved" in General and Supplementary Conditions.
 - 3. Match Existing: Match existing as acceptable to the Owner.
 - 4. Intent: Specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonable implied or necessary for proper performance of the project shall be included.
 - 5. Writing Style: Specifications are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "Provide tile" means Contractor shall provide tile.

PART 2 - PRODUCTS – Not applicable to this section.

PART 3 - EXECUTION – Not applicable to this section.

END OF SECTION 01 11 00

SECTION 01 50 00 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide temporary services and utilities, including utility costs:
 - 1. Telephone. (As required)
 - 2. Toilet facilities.
 - 3. Material storage.
- B. Provide security and protection requirements:
 - 1. Fire extinguisher.
 - 2. Site enclosure barricades.
 - 3. Environmental protection.
- C. Provide personnel support facilities:
 - 1. Sanitary facilities.
 - 2. Drinking water.
 - 3. Cleaning and trash removal.

PART 2 - PRODUCTS - Not applicable to this section.

PART 3 - EXECUTION - Not applicable to this section.

END OF SECTION 01 50 00

SECTION 01 62 00 - PRODUCT OPTIONS

PART 1 - GENERAL

1.01 PRODUCT LIST

- A. Within 14 days after date of Contract, submit to the Owner complete list of all products which are proposed for installation.
 - 1. Tabulate list by each specification section.
- B. For products specified under Reference Standards, include with listing of each product:
 - 1. Name and Address of Manufacturer.
 - 2. Trade Name.
 - 3. Manufacturer's Data.
 - 4. Model or Catalog Designation.

1.02 CONTRACTORS OPTIONS

- A. For products specified only by Reference Standards, select any product meeting standards, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any product and manufacturer named.
- C. For products specified by naming one or more products, but indicating the option of selecting equivalent products e.g., by stating "or pre-approved substitution" after specified product, Contractor must submit request as required for substitution, for any product not specifically named.
- D. For products specified by naming only one manufacturer, contractor shall use only the manufacturer and product as specified.

1.03 SUBSTITUTION

- A. During bidding, the Owner will consider only written request from prime bidders for substitutions that don't meet these performance requirements or make up, received at least 7 days prior to bid date; request received after that time will not be considered. In the event a substitution is accepted, all bidders shall be notified of the acceptable alternate within three (3) days prior to bid date. Requests for substitution shall include five (5) copies of:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.
 - 2. For products: Substitutions will only be considered if submitted by a prime bidder who attends the mandatory pre-bid conference.
 - a. Product identification, including manufacturer's literature, manufacture's name, address and location of manufacturing facility or facilities.
 - b. Current certificate from an accredited testing laboratory comparing the physical and performance attributes of the proposed material with those of the specified.
 - c. Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.
 - d. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

- e. List of at least five (5) local jobs, where the proposed alternate material was used under similar conditions. These jobs must be available for inspection by the Owner. Names and phone numbers are required for verification.
 - 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - 4. Itemized comparison of proposed substitution with product or method specified.
 - 5. Data related to changes in construction schedule.
 - 6. Relation to separate contracts.
- B. In making request for substitution, Bidder/Contractor represents:
- 1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. He will provide the same guarantee for substitution as for product or method specified.
 - 3. He will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
 - 4. He waives all claims for additional cost related to substitution that consequently becomes apparent.
 - 5. Cost data is complete and includes all related cost under his contract or other contracts, which may be affected by the substitution.
 - 6. He will reimburse the Owner for all redesign cost substitute may require.
- C. Substitution will not be considered if:
- 1. Product or method to be considered does not have a minimum of fifteen (15) years of successful performance in the United States.
 - 2. Any discrepancies in the test data, or if the tests or submittals are incomplete.
 - 3. They are indicated or implied on Shop Drawings or Project Data Submittals without formal request submitted in accordance with Article 1.3, Paragraph A of this specification section.
- D. Acceptance will require substitution revision of Contract Documents.

PART 2 - PRODUCTS – Not applicable to this section.

PART 3 - EXECUTION – Not applicable to this section.

END OF SECTION 01 62 00

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide cutting and patching work to properly complete the work of the project, complying with requirements for.
 - 1. Visual requirements, including detailing and tolerances.
 - 2. Inspection, preparation, and performance.
 - 3. Cleaning.
- B. Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decreased energy performance, increased maintenance, decreased operational life, or decreased safety.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Match existing materials for cutting and patching work with new materials conforming to product requirements.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Inspect conditions prior to work to identify scope and type of work required. Protect adjacent work. Notify Owner of work requiring interruption to building services or Owner's operations.
- B. Perform work with workmen skilled in the trades involved. Prepare sample area of each type of work for approval.
- C. Cutting: Use cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent work. Check for concealed utilities and structure before cutting.
- D. Patching: Make patches, seams, and joints durable and inconspicuous. Comply with tolerance for new work
- E. Clean work area and areas affected by cutting and patching operations

END OF SECTION 01 73 29

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. The following are pre-requisites to substantial completion. Provide the following:
 - 1. Punch list.
 - 2. Supporting documentation.
 - 3. Certification.
- B. Final payment request with supporting affidavits.
 - 1. Final payment request with supporting affidavits.
 - 2. Completed punch list.
 - 3. Warranties.
 - 4. Final release of liens.
 - 5. Release of surety.
- C. Provide a marked-up set of drawings including changes which occurred during construction.
- D. Provide the following closeout procedures:
 - 1. Submission of record documents.
 - 2. Submission of maintenance manuals.
 - 3. Final cleaning and touch up.
 - 4. Removal of temporary facilities.

PART 2 - PRODUCTS - Not applicable to this section.

PART 3 - EXECUTION - Not applicable to this section.

END OF SECTION 01 77 00

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

- A. Scope of Work:
 - 1. Provide all labor, equipment, and materials to install wood, nails, bolts, framing anchors, rough hardware and other items needed for rough Carpentry in this work and as shown in the drawings.
 - 2. Replace any damaged or rotten wood nailers as required.
 - 3. Install new treated wood blocking at perimeter roof edge to accommodate new insulation height.
- B. Related Sections:
 - 1. Section 07 01 50.19 "Preparation for Re-Roofing".
 - 2. Section 07 22 16 "Roof Board Insulation".
 - 3. Section 07 52 16.13 "Modified Bituminous Membrane Roofing".
 - 4. Section 07 62 00 "Sheet Metal Flashing and Trim".

1.02 DELIVERY AND STORAGE

- A. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by the carpentry work. Keep materials dry during delivery.
- B. Store lumber and plywood in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces.
- C. Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Use experienced installers.
- B. Lumber Standards: American Softwood Lumber Standards PS 20-70 by U.S. Department of Commerce.
- C. Plywood Standards: U.S. Product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.
- D. Factory Marking: Mark each piece of lumber or plywood to indicate type, grade, agency providing inspection service.
- E. Size and Shape: Dress lumber 4 sides (S4S) and work to shapes and patterns shown. Nominal sizes shown and specified refer to undressed lumber dimensions. Detailed dimensions do not show actual lumber size required.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Construction Lumber: Standard Grade Douglass Fir, Western Larch, Western Hemlock (WWPA or WCLB) or No. 2 dimension Southern Pine (SPIB).
- B. Exterior Type Plywood: APA rated sheathing, EXT.
- C. Bucks, Nailers, Blocking, Curb, Etc. Pressure treated with water-borne preservatives to comply with AWPB LP-2. After treatment kiln-dry lumber and plywood to a maximum moisture content, respectively, of 19% to 15%.

- D. Anchorage and Fastening: Proper type, size material and finish for each application.
- E. Quality: Sound, seasoned, well manufactured materials of longest practical lengths and sizes in minimize joining. Free from warp which cannot be easily corrected by anchoring and attachment. Discard material with defects which would impair quality of work.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify measurements and dimensions as shown before proceeding with carpentry work.
- B. Examine supporting structure and conditions under which carpentry work is to be installed. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Correlate location of nailers, blocking and similar supports for attached work.
- D. Scribe and cope as required for accurate fit of carpentry work to other work.

3.02 PROTECTION

- A. Protect installed work from damage by other trades until acceptance of work.

3.03 INSTALLATION

- A. Provide decking, nailers, blocking, curbs, and sleepers where shown on the drawings or required for attachment of other work. Coordinate with location with other work involved; refer to shop drawings of such work.
- B. Attach to substrate securely as required to support applied loading. Countersink bolts and nuts flush with surfaces.
- C. Securely attach wood nailers to substrate in accordance with Factory Mutual Loss Prevention Data Sheet I-49 and as required by recognized standards.
- D. Provide washers under bolt heads and nuts in contact with wood.
- E. Do not wax or lubricate fasteners that depend on friction for holding power.
- F. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material.
- G. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and re-tighten as required for tight connections prior to closing in or at completion of work.

END OF SECTION 06 10 00

SECTION 07 22 16 - ROOF BOARD INSULATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Base layer insulation, tapered cricket insulation and secondary/cover board insulation.
- B. Related Sections include the following:
 - 1. Section 06 10 00 "Rough Carpentry"
 - 2. Section 07 52 16.13 "SBS Modified Bituminous Membrane Roofing".
 - 3. Section 07 62 00 "Sheet Metal Flashing and Trim".

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM).
- B. Standards:
 - 1. FM Global Approval Guide
 - 2. Underwriters Laboratories: Building Materials Directory.
 - 3. National Roofing Contractors Association (NRCA): The NRCA Roofing and Waterproofing Manual.
- C. ASCE 7-16: "Minimum Design Loads for Buildings and Other Structures".
- D. Polyisocyanurate Insulation Manufacturer's Association: Technical Bulletin 109 – "Storage and Handling Recommendations for Polyisocyanurate".

1.04 SUBMITTALS

- A. Product Data: submit manufacturer's product data sheets, providing descriptive data, dimensions, LTTR values, and other pertinent criteria for each material proposed for use in construction of roof assembly.
- B. Samples: Provide physical examples of materials/components proposed for use to compromise the specified roof system.

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Classified by Underwriters Laboratories Inc as Class A rated material.
 - 2. Follow local, state and federal regulations, safety standards and codes. When conflict exists, the more restrictive document shall govern.
- B. Installation:
 - 1. Install in accordance with manufacturer's current published application procedures, general requirements of NRCA, and as supplemented by these documents.
 - 2. Consider roof system manufacturer's technical specifications part of this Specification and use as reference for specific application procedures.
 - 3. Install roof system in accordance with prime roof material manufacturer's technical departments uplift calculations and attachment requirements. Negative pressures shall be based on ASCE 7-16.

1.06 SHOP DRAWINGS

- A. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.
- B. Shop drawing shall include: Outline of roof, location of drains, a complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.
- C. Certification:
 - 1. Submit roof manufacturer's certification that insulation fasteners furnished, are acceptable to roof manufacturer.
 - 2. Submit insulation fasteners, fastening pattern layout(s), and deck/substrate penetration depth(s) that resist the uplift pressures as per the specified SBS modified roofing system.
 - 3. Submit roof manufacturer's certification that insulation furnished and installed is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.
 - 4. Submit written certification that the roof deck insulation is acceptable for use as a component of the SBS manufacturer's roofing system.
 - 5. Submit written certification that the roof deck insulation, used in conjunction with the SBS modified roofing system, passes the UL1256 test for a fire rated assembly, if required.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Store materials in accordance with manufacturer's recommendations.
- B. Outdoor Storage:
 - 1. Tarp and shield insulation from moisture and exposure to sun.
 - 2. Elevate insulation above substrate 4-inches minimum.
 - 3. Secure insulation to resist winds.
 - 4. Do not use insulation which has been determined "wet" or which has been been wet and has dried.
 - 5. Distribute insulation stored on roof deck to prevent concentrated loads that would impose excessive stress or strain on deck and structural members or impede drainage.

1.08 SEQUENCING AND SCHEDULING

- A. Plan roof layout with respect to roof deck slope to prevent rainwater drainage into completed roofing.
- B. Do not install more insulation than can be made watertight in same day.

1.09 PROJECT CONDITIONS

- A. Environmental recommendations:
 - 1. Apply roofing and insulation in dry weather.
 - 2. Do not proceed with roof construction during inclement weather or when precipitation is predicted with 30 percent or higher probability.
 - 3. Do not apply insulation over wet or moist deck or in foggy conditions.
 - 4. Wind speeds in excess of 30 mph shall constitute "Inclement Weather".
- B. Maintain on-site equipment and material necessary to apply emergency temporary weather protection to incomplete work in event of sudden or unexpected precipitation.

PART 2 - PRODUCTS

2.01 ROOF INSULATION

- A. Flat Insulation: Rigid, closed cell polyisocyanurate rigid board insulation utilizing non-chlorine/non-ozone depleting blowing agent, bonded to non-asphaltic organic fiberglass facers, ASTM C 1289, Type II, Class 1, Grade 2 (20 psi): “WPG-Flat” by Wise Products Group or pre-approved equal
 - 1. Thickness: 5-inch total, composed of two layers of 2.5-inch.
 - 2. Size: 4’ x 8’
- B. Tapered Insulation: Rigid, closed cell polyisocyanurate rigid board insulation utilizing non-chlorine/non-ozone depleting blowing agent, bonded to non-asphaltic organic fiberglass facers, ASTM C 1289, Type II, Class 1, Grade 2 (20 psi): “WPG-Tapered” by Wise Products Group or pre-approved equal.
 - 1. Thickness: 1/2” minimum, see section details for particular thicknesses.
 - 2. Size: 48 inches square maximum size when installed using adhesive.
 - 3. Tapered Crickets: 1/2” per 12” per foot.
- C. Secondary Insulation Layer/Cover Board: Moisture resistant, 1/2-inch thick gypsum roof board, ASTM C 1278; provide 48” by 48” nominal size: “DensDeck Prime” by Georgia Pacific or pre-approved equal.
- D. Tapered Edge Strip: Tapered perlite complying with ASTM C 728.

2.02 RELATED MATERIALS

- A. Heat Resistant Insulation: Molded hydrous calcium silicate-based or perlite-based heat resistant rigid pipe insulation, 2-inches in thickness and sized for installation around circular/tubular element: “Sproule Pipe Insulation” or “Thermo-12 Gold” by Industrial Insulation Group or pre-approved equal.
- B. Compressible Fill Insulation: Foil or paper-faced compressible fiberglass batten roll insulation of proper size and thickness to insert at openings at penetrations, perimeters, and curbs: Manufactured by Owens Corning or pre-approved equal.
- C. Cant Strips: Inorganic fibrous glass, dimensionally stable and fire resistant with 3-5/8” face. “Glass Cant” by The Garland Co., Inc. or pre-approved equal.
- D. Low-Rise Foam Insulation Adhesive:
 - 1. Dual-component, VOC compliant, two-part reaction-cure urethane foam adhesive.
 - a. “Insul-Lock HR” by The Garland Co., Inc.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Roof system manufacturer’s representative shall inspect roof deck and associated substrates and provide written acceptance of conditions.
- B. Manufacturer’s approved roofing contractor shall inspect and approve deck and substrates.
- C. Roofing contractor shall examine roof deck and related substrates and verify that there are no conditions that would prevent roof system manufacturer’s approved application of roof system. These conditions include, but are not limited to, the following:
 - 1. Inadequate support or anchorage of decking or substrates to structure.
 - 2. Accumulations of moisture.
 - 3. Tears, holes, or punctures.
 - 4. Ridges, uneven conditions, or gaps.
 - 5. Rust or other forms of deterioration.
 - 6. Presence of foreign materials.
- D. Start of work constitutes acceptance of substrate and site conditions.

3.02 PROTECTION

- A. Provide special protection from traffic on yet to be removed roofing and newly installed roof materials.

3.03 APPLICATION

A. General:

1. Install insulation to achieve positive drainage across the roof deck in general accordance with manufacturer's guidelines.
2. Stagger end joints of insulation boards $\frac{1}{2}$ of overall length of board.
3. Butt joints tightly allowing no more than $\frac{1}{4}$ -inch wide gaps between units. Fill joints between adjacent boards with like insulation or foam adhesive.
4. Do not use warped, bent or otherwise damaged insulation boards.
5. Field cut and fit insulation at penetrations, curbs, and walls.
6. Stagger all joints (side and end) between layers of insulation.
7. Field cut tapered insulation boards to create crickets at upslope sides of curbs and along walls to achieve a minimum resulting roof slope of $\frac{1}{4}$ " per foot.
8. Install tapered edge strips at changes in elevations, edge of crickets and other locations to create a monolithic and uniform substrate for installation of roofing membrane.

B. Adhered Layers of Insulation:

1. Adhere tapered insulation layer and cover board to base insulation layer.
2. Stagger end joints of insulation boards $\frac{1}{2}$ of overall length of board. Stagger joints of subsequent insulation layers from underlying insulation layer.
3. Butt joints of insulation layers tightly allowing no more than $\frac{1}{4}$ -inch wide gaps between units. Fill joints or gaps greater than $\frac{1}{8}$ -inch between adjacent boards with low-rise foam adhesive.
4. Do not use warped, bent, or otherwise damaged insulation boards. Discard damaged boards.
5. Field cut and fit insulation boards at penetrations, curbs, and walls. Field cut tapered insulation boards to create crickets at upslope sides of curbs and along walls.
6. Install cover board over insulation in accordance with manufacturer's guidelines.

C. Ribbon Application (Urethane Foam Insulation Adhesive):

1. Dispense $\frac{1}{2}$ -inch wide continuous ribbons of adhesive on substrate to adhere insulation board.
2. Place the initial ribbon of adhesive 3-inches inside each edge/side of the insulation board in a picture-frame fashion. Apply additional parallel ribbons of adhesive across the remainder of the board in a serpentine fashion and spaced according to roof membrane manufacturer's ASCE 7-10 calculations.
3. Firmly set insulation boards in the ribbons of foam adhesive following application of the adhesive when adhesive has risen to proper height and walk-in the insulation to spread the adhesive ribbons, ensuring maximum contact. Do not push or slide insulation into position. Set weighted objects on ends, sides, and corners of boards until adhesive has set and insulation is firmly attached.
4. On additional insulation layers, dispense ribbons of adhesive in direction perpendicular to the direction of the beads that were dispensed on the underlying layer.
5. Fill voids or open joints in top layer of insulation with spray-foam adhesive to provide monolithic surface to receive new membrane.
6. Adhere partial boards and tapered edge strips with adhesive ribbon positioned in picture-frame fashion along perimeter of board and remaining adhesive ribbons spaced in accordance with location on roof (field, perimeter, corner).
7. At end of each work day, provide staggered ends of installed boards so that proper joint stagger can be achieved on following roof installation.

D. Heat Exhaust Vents:

1. Install heat resistant insulation around existing heat exhaust flue, vent pipes, or other penetrations that experience elevated operating temperature.
2. Install new sheet metal base around insulation and strip flange into new roof.

E. Insulation Filler: Install compressible fiberglass insulation at openings in deck at penetrations, perimeters, expansion joints, and/or curbs.

F. Drains:

1. Insulation shall be sumped in a perimeter at all drains a minimum of double the slope of the finished roof.

3.04 CLEANING

- A. Remove debris and material wrappers from roof to dumpster daily. Leave insulation clean, dry, and ready to receive new roofing.

3.05 ADJUSTING

- A. Remove damaged insulation and install acceptable new units before installation of roof membrane system.

END OF SECTION 07 22 16

SECTION 07 52 16.13 - SBS MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Work includes all labor, materials, equipment and services necessary for installation of torch-applied SBS modified bituminous membrane roofing system.
- B. Related Sections include the following:
 - 1. Section 06 10 00 "Rough Carpentry"
 - 2. Section 07 22 16 "Roof Board Insulation".
 - 3. Section 07 62 00 "Sheet Metal Flashing and Trim".

1.03 REFERENCES

- A. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7-05, Minimum Design Loads for Buildings and Other Structures.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM D41 Standard Specification for Asphalt Primer Used in Roofing, Damp Proofing and Waterproofing.
 - 2. ASTM D312 Standard Specification for Asphalt Used in Roofing.
 - 3. ASTM D451 Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
 - 4. ASTM D1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
 - 5. ASTM D1227 Standard Specification for Emulsified Asphalt used as a Protective Coating for Roofing.
 - 6. ASTM D1863 Standard Specification for Mineral Aggregate used as a Protective Coating for Roofing.
 - 7. ASTM D2178 Standard Specification for Asphalt Glass Felt used as a Protective Coating for Roofing.
 - 8. ASTM D2822 Standard Specification for Asphalt Roofing Cement.
 - 9. ASTM D2824 Standard Specification for Aluminum-pigmented Asphalt Roof Coating.
 - 10. ASTM D4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet used in Roofing.
 - 11. ASTM D5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
 - 12. ASTM D6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials using a combination of Polyester and Glass Fiber Reinforcements.
 - 13. ASTM D6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials using Glass Fiber Reinforcements.
 - 14. ASTM E108 Standard Test Methods for Fire Test of Roof Coverings.
- C. Factory Mutual Research (FM):
 - 1. Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA):
 - 1. Roofing and Waterproofing Manual.

- E. Underwriters Laboratories, Inc. (UL):
 - 1. Fire Hazard Classifications.
- F. Warnock Hersey (WH):
 - 1. Fire Hazard Classifications.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Pre-installation Meeting: Conduct at Project Site.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including set up and mobilization areas for stored material and work area.
 - 3. Review safety procedures and site-specific requirements relating to the work and areas to be accessed.
 - 4. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 5. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 6. Review structural loading limitations of roof deck during and after roofing.
 - 7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
 - 8. Review governing regulations and requirements for insurance and certificates if applicable.
 - 9. Review temporary protection requirements for roofing system during and after installation.
 - 10. Review roof observation and repair procedures after roofing installation.
 - 11. Review notification procedures for weather or non-working days.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with not less than 15 years documented experience and have ISO 9001 certification.
- B. Installer Qualifications: Company specializing in modified bituminous roofing installation with not less than 5 years experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.
- C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Supervisor/Foremen must be fluent in the English language and maintain proper supervision of workmen.
- D. Maintain a copy of the Contract Documents in the possession of the Supervisor/Foreman and on the roof at all times.
- E. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.
 - 1. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.
 - 2. Manufacturer shall have direct authority and control over all fabrication of steel components as well as the raw materials used in their fabrication.
- F. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.

- G. Engage the Manufacturer's Field Representative to conduct required periodic inspections of work in progress as described herein and shall furnish written documentation of all such inspections.
- H. Manufacturer shall provide the project Owner with a written statement that they will provide site inspections three days per week that confirms that the project is being constructed as specified, by an experienced, full time employee of the company.

1.06 SUBMITTALS

- A. Comply with pertinent provisions of Division 01 Section "Submittal Procedures, unless otherwise indicated."
- B. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
- C. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class [A] for external fire and meets local or nationally recognized building codes.
- D. Manufacturer's Certificate: Certify that the roof system furnished is approved or accepted by Factory Mutual Approval Standard 4470.
- E. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
- G. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.
- H. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
- I. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-05, Method 2 for Components and Cladding, sealed by a registered professional engineer. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.
- J. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

1.07 CLOSEOUT SUBMITTALS

- A. General: Comply with Requirements of Division 01 Section Closeout Submittals.
- B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- C. Roofing Maintenance Instructions: Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.09 WARRANTY

- A. Upon completion of installation, and acceptance by the Owner and Architect, the Manufacturer will supply to the Owner an "NDL" warranty, without monetary limitations in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Thirty (30) years from date of Substantial Completion.
- B. Installer's Warranty: Provide roofing installers warranty, to the membrane manufacturer, in which the roofing installer will, at his own expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
 - 1. Warranty Period: Two (2) years from date of Substantial Completion.
- C. The Roof System Manufacturer shall provide annual inspection of the roof for the duration of the warranty at no fee to the Owner.

1.10 MANUFACTURER'S FIELD REPRESENTATION

- A. Manufacturer's Field Representative: An authorized, full-time employee of the roof system manufacturer shall be assigned to the project to conduct field observations during the installation phase.
- B. Regularly scheduled site observations shall be required by the manufacturer's field representative a minimum of three (3) days per week during the roofing installation period; exceptions being made for inclement weather, holidays, etc.
- C. Observation reports shall include the following:
 - 1. Written report/documentation of the installation progress at the time of the site visit to be delivered to the architect and owner within 48 hours of the site visit.
 - 2. This report shall include documentation of any issues/question and resolution.
 - 3. This report shall include record of directives given to the roofing contractor.
 - 4. Digital photographic documentation of the roofing progress; including documentation of specific issues and areas of concern.
 - 5. Each report shall contain project name, architect's project number, and date/time/duration of site visit.
- D. In addition to the progress observations, the manufacturer's representative must:
 - 1. Attend the roofing trade start-up meeting.
 - 2. Inspect and approve the roof substrate/deck prior to the start of roofing work.
- E. All observation reports shall be kept current and shall be delivered electronically to the architect and contractor within five (5) calendar days after the observation. Progress payments for roofing work may be withheld if observation report submissions are not current.

- F. After completion of all roofing work, and prior to acceptance of the roofing installation, the manufacturer's representative shall conduct an observation to document all roofing work to be corrected as a condition of acceptance.
 - 1. Each item requiring corrective work shall be identified (including specific location) and required corrective action shall be noted.
 - 2. The final observation report must be produced in writing with photographic back-up. Marking corrective items on the roof alone shall not be acceptable.

1.11 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials subject to water or solar damage in quantities greater than can be weatherproofed during same day.
- D. Phased Construction will not be accepted.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design Manufacturer: **The Garland Company, Inc.**
 - 1. 3800 East 91st Street, Cleveland, OH, 44105
 - 2. Manufacturer's Representative:
 - a. Blake Dieste; bdieste@garlandind.com; (M) 832-488-4783
- B. Modified bituminous roofing shall include but not be limited to:
 - 1. Base Ply Sheet Modified Membrane: Type II membrane complying with ASTM 6163, Grade S. Physical requirements below.
 - 2. Cap Ply Sheet Modified Membrane: Type III membrane complying with ASTM 6163, Grade G. Physical requirements below.
 - 3. Stripping Ply Sheet Modified Membrane: Type II membrane complying with ASTM 6163, Grade S. Physical requirements below.
 - 4. Base Flashing Assembly: Two ply modified, heat fused with the finished ply meeting Type III membrane complying with ASTM 6163, Grade G minimum requirements and base ply meeting Type II membrane complying with ASTM 6163, Grade S minimum.
- C. Basis of Design Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

2.02 ROOFING SHEET MATERIALS

- A. Base Ply Sheet Modified Membrane: ASTM D 6163, Grade S, Type [II](#), 110 mil SBS-modified asphalt sheet; suitable for application method specified, and as follows: [_HPR Torchbase by The Garland Company, Inc.](#)
1. Tensile Strength, ASTM D 5147:
 - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
 - b. 50 mm/min. @ 23 +/- 2 deg. C MD 36.75 kN/m XD 36.75 kN/m
 2. Tear Strength, ASTM D 5147:
 - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 250 lbf XD 250 lbf
 - b. 50 mm/min. @ 23 +/- 2 deg. C MD 1112N XD 1112N
 3. Elongation at Maximum Tensile, ASTM D 5147:
 - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 4.0% XD 4.0%
 - b. 50 mm/min. @ 23 +/- 2 deg. C MD 4.0% XD 4.0%
 4. Low Temperature Flexibility, ASTM D5147, Passes -35 deg. F (-37 deg. C)
- B. Granule-Surfaced Roofing Cap Sheet: ASTM D 6163, Grade G, Type [III](#), 195 mil SBS-modified asphalt sheet with fiberglass and polyester composite scrim; suitable for application method specified, and as follows: [Stressply IV Plus UV Mineral by The Garland Company, Inc.](#)
1. Tensile Strength, ASTM D 5147:
 - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - b. 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
 2. Tear Strength, ASTM D 5147:
 - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 510 lbf XD 510 lbf
 - b. 50 mm/min. @ 23 +/- 2 deg. C MD 2269 N XD 2269 N
 3. Elongation at Maximum Tensile, ASTM D 5147:
 - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 6%
 - b. 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 6%
 4. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)

2.03 BASE FLASHING SHEET MATERIALS

- A. Base Ply Sheet Modified Membrane: ASTM D 6163, Grade S, Type [II](#), 110 mil SBS-modified asphalt sheet; suitable for application method specified, and as follows: [_HPR Torchbase by The Garland Company, Inc.](#)
1. Tensile Strength, ASTM D 5147:
 - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
 - b. 50 mm/min. @ 23 +/- 2 deg. C MD 36.75 kN/m XD 36.75 kN/m
 2. Tear Strength, ASTM D 5147:
 - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 250 lbf XD 250 lbf
 - b. 50 mm/min. @ 23 +/- 2 deg. C MD 1112N XD 1112N
 3. Elongation at Maximum Tensile, ASTM D 5147:
 - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 4.0% XD 4.0%
 - b. 50 mm/min. @ 23 +/- 2 deg. C MD 4.0% XD 4.0%
 4. Low Temperature Flexibility, ASTM D5147, Passes -35 deg. F (-37 deg. C)
- B. Fleece-backed Thermoplastic Cap Sheet: ASTM D 6754, 60 mil thermoplastic, ketone ethylene ester (KEE) roofing membrane with polyester scrim; suitable for application method specified, and as follows: KEE-Stone FB 60.
1. Breaking Strength, ASTM D 751, Proc. B, Strip:
 - a. 375 lbf, (1,668 N)
 2. Tear Strength, ASTM D 751:
 - a. 120 lbf min., (534 N)

3. Elongation at Break (%), ASTM D 751, Proc. B, Strip:
 - a. 40%

2.04 BITUMINOUS ROOFING MATERIALS

- A. General: Auxiliary materials provided or recommended by roofing system manufacturer for intended use and compatible with roofing.
- B. [Liquid Flashing - Tuff-Flash: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.](#)
- C. Asphalt Primer: ASTM D 41/D 41M. [Garla-Prime by The Garland Company, Inc.](#)
- D. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application. [Flashing-Bond by The Garland Company, Inc.](#)
- E. Mastic Sealant: Polyisobutylene, plain or modified bitumen; non-hardening, non-migrating, non-skinning, and non-drying. [Garla-Flex by The Garland Company, Inc.](#)
- F. Miscellaneous Materials: Provide those recommended by roofing system manufacturer.

2.05 SURFACING

- A. Roofing Granules: Ceramic-coated roofing granules [as provided by the prime material manufacturer](#), No. 11 screen size with 100 percent passing No. 8 (2.36-mm) sieve and 98 percent of mass retained on No. 40 (0.425-mm) sieve, color to match roofing.

2.06 RELATED MATERIALS

- A. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- B. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type of penetrating type as recommended by the manufacturer of the deck material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.
- C. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.
- D. Insulation Adhesive: As provided by the prime roof membrane manufacturer and specified in Division 7 "Roof Board Insulation".
- E. Base Flashing Sheet Adhesive: KEE-Lock Splatter Spray
- F. Base Flashing Tie-in Reinforcement: UniBond Seam Tape
- G. Base Flashing Tie-in Adhesive: Cool Sil FG

2.07 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.

- C. Solar Reflectance Index: Not less than 70 when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.
- D. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
- C. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the modified bituminous roofing system.
- D. Coordinate installation of roofing system so insulation and other components of the roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt, with joints and edges sealed.
 - 2. Complete terminations and base flashings, and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- E. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- F. Apply roofing materials as specified by manufacturer's instructions:
 - 1. Keep roofing materials dry before and during application.
 - 2. Do not permit phased construction.
 - 3. Complete application of roofing plies, modified sheet and flashing in a continuous operation.
 - 4. Begin and apply only as much roofing in one day as can be completed that same day.
- G. Cut-Offs (Waterstops): At end of each day's roofing installation, protect exposed edge of incomplete work, including ply sheets and insulation.
- H. Broadcast minerals into the bleed out of bitumen while bitumen is at its recommended EVT temperature to achieve a monolithic appearance.

3.02 EXAMINATION

- A. Verify that deck surfaces and project conditions are ready to receive work of this Section.
- B. Verify that deck is supported and secured to structural members.
- C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped.
- D. Verify that adjacent roof substrate components do not vary more than $\frac{1}{4}$ inch in height.
- E. Verify that deck surfaces are dry.
- F. Verify that openings, curbs, pipes, conduit, sleeves, ducts, and other items which penetrate the roof are set solidly, and that cant strips, wood nailing strips, and reglets are set in place.

3.03 SBS MODIFIED BITUMINOUS BASE PLY MEMBRANE INSTALLATION

- A. Install base ply according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
 - 1. Lay out the roll in the course to be followed and unroll 6 feet (1.8 m).
 - 2. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and insure a proper bond.
 - 3. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
 - 4. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 - 5. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
 - 6. Extend underlayment 2 inches (50 mm) beyond top edges of cants at wall and projection bases.
 - 7. Install base flashing ply to all perimeter and projections details.
- B. Laps: Accurately align roofing sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
 - 1. Repair voids in laps and lapped seams not completely sealed.
- C. Install roofing sheets so side and end laps shed water.

3.04 SBS MODIFIED BITUMINOUS CAP SHEET MEMBRANE INSTALLATION

- A. Install modified bituminous cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
 - 1. Lay out the roll in the course to be followed and unroll 6 feet (1.8 m).
 - 2. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and insure a proper bond.
 - 3. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
 - 4. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 - 5. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
 - 6. Immediately broadcast new granules into bleedout while hot bitumen is still at EVT. All loose granules to be removed at end of project.

3.05 BASE FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions. Minimum base-flashing height of 8 inches (200 mm) is required. Install modified bituminous roofing sheet and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
 - 1. Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.

2. Prepare all walls, penetrations, expansion joints [and where shown on the drawings] to be flashed with asphalt primer at the rate of one hundred (100) square feet per gallon. Allow primer to dry tack free.
 3. Heat fuse entire base ply membrane until burn off paper is gone. Fully adhere membrane to the underlying substrate.
 4. After the laps have been tested and complete positive bond has been achieved, the applicator shall heat the seam edge and trowel along the seam edge. Troweling shall continue until a sloped, beveled edge has been produced.
 5. Heat fuse finished membrane in the same manner as base ply. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh. Install termination bar at top of assembly and seal with a three-course application of trowel-grade mastic and fiberglass mesh.
 6. Terminate all base flashings using extruded aluminum termination bar. Three-course all terminations with PVC Mesh and specified mastic.
- B. Install roofing cap-sheet stripping where metal flanges and edgings are set on roofing according to roofing system manufacturer's written instructions.

3.06 REFLECTIVE BASE FLASHING COATING APPLICATION

- A. Base Flashing roofing plies and mastics shall be allowed to cure for thirty (30) days prior to application of the coating system.
- B. Prior to coating application, all existing non-embedded granule surfacing material shall be removed by means of a stiff bristle street broom, powered mechanical sweeper, or vacuuming. All loose dirt and dust remaining after granule removal must be broomed and/or vacuumed from the roof. All blisters, ridges and other imperfections must be secured so that the surface will be clean and dry and a secure base for coating application.
1. The first coat of the Base Coat shall be applied the same day as the surface is cleaned. In no case shall the coating be applied over a dirty surface.
 2. The coating system shall be roller applied in a cross hatch technique without causing runs or puddles.
 3. The coating system shall be evenly applied in at least 2 separate coats to achieve a minimum system of 22-32 mils dry film thickness. Allow thorough dry time between coats.
 4. No coating shall be applied if weather will not allow it to dry prior to exposure to precipitation or freezing temperatures.

3.07 ROOF DETAIL INSTALLATION

- A. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work (as specified in other Sections).
- B. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work (as specified in other Sections).
- C. Curb Detail:
1. Minimum curb height is eight (8) inches. Prime vertically at a rate of one hundred (100) square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
 3. Install base flashing assembly.
 4. Install pre-manufactured counter-flashing with fasteners and neoprene washers or per manufacturer's recommendations.
- D. Flanged Penetration Detail:
1. Minimum stack height is twelve (12) inches.

2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime both surfaces of flange of new sleeve. Install properly sized sleeves set in (1/4) inch bed of roof cement.
4. Install stripping ply prior to cap sheet installation.

3.08 FIELD QUALITY CONTROL

- A. Perform manufacturer's field inspection and as required a minimum of three (3) days per week.
- B. Correct defects or irregularities discovered during field inspection.
- C. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification should also be on site at all times.

3.09 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Remove bitumen adhesive drippings from all walls, windows, floors, ladders and finished surfaces.
- D. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this Section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.
- E. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.10 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated during roofing procedures. Comply with requirements of authorities having jurisdiction.

3.11 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the Roofing Contractor.
- D. If core cuts verify the presence of damp or wet materials, the Roofing Contractor shall be required to replace the damaged areas at his own expense.
- E. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

- F. Notify the Owner and Architect upon completion of corrections.
- G. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- H. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

END OF SECTION 07 52 16.13

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Roof penetration sleeves and bonnets.
 - 2. Receivers.
 - 3. Counter flashings.
 - 4. Sanitary vent pipes.
 - 5. Curb cap flashings.
 - 6. Exhaust vents.
 - 7. Copings.
 - 8. Dip edge.
 - 9. Gutters and downspouts.
 - 10. Miscellaneous sheet metal accessories.
- B. Related Sections include the following:
 - 1. Section 06 10 00 "Rough Carpentry"
 - 2. Section 07 01 50.19 "Preparation for Re-Roofing".
 - 3. Section 07 52 16.12 "Modified Bituminous Membrane Roofing".

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM).
- B. Federal Specifications (FS).
- C. National Roofing Contractor's Association (NRCA): NRCA Roofing and Waterproofing Manual, latest edition.
- D. Sheet Metal and Air Conditioning Contractor's National Association, Inc. (SMACNA): Architectural Sheet Metal Manual, latest edition.
- E. ANSI/SPRI ES-1 Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems.

1.04 WARRANTY

- A. Contractor's Warranty: Provide Owner a written warranty which shall warrant sheet metal work to be free of leaks and defects in materials and workmanship for two years after date of final acceptance by owner.
- B. For pre-finished metal, provide manufacturer's twenty-year guarantee covering deterioration or failure of the fluoropolymer finish.

1.05 PERFORMANCE REQUIREMENTS

- A. Fabricate and install sheet metal edge flashings to comply with ANSI/SPRI ES-1 requirements.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable pre-finished Sheet Metal Manufacturer's:
 - 1. The Garland Co., Inc.
 - 2. Or pre-approved equal.

2.02 SHEET METAL MATERIAL

- A. Pre-finished Metal: "Kynar 500" or "Hylar 5000" fluoreopolymer pre-finished aluminum, minimum 0.050". "Kynar 500" or "Hylar 5000" finish shall consist of a two-coat Polyvinylidene fluoride, minimum 70 percent by weight in coatings, dry film thickness 1 mil, factory applied by metal manufacturer or supplier. Color to be selected by Owner and Architect from manufacturer's standard color chart.
- B. Zinc-coated (Galvanized) Sheet Metal: Commercial Quality with 0.20 percent copper, in accordance with ASTM A 526 except ASTM A 527 for lock forming; coating designation G() hot-dip galvanized, and mill phosphatized for painting in accordance with ASTM A 525 (paint-grip type), 22 gauge minimum.
- C. Sheet Lead: FS QQ-L-201, Grade B; 2-1/2 pounds per square foot, 0.0391-inches thick minimum used for sanitary vent flashing.
- D. Stainless Steel Sheet Metal: ASTM A240, Type 304, ASTM A480, No. 2B/2D Mill Finish, gauge as scheduled.

2.03 FASTENERS

- A. Fasteners shall be same metal as flashing and sheet metal being joined.
- B. Exposed fasteners shall be self-sealing or gasketed for weathertight installation.
- C. Heads of fasteners, including but not limited to, rivets, screws, and bolts, that are exposed or visible shall have same manufactured finishes as item being secured; color to match when applicable.
- D. Mechanical Fasteners:
 - 1. Washers: Steel washers with bonded rubber sealing gasket.
 - 2. Screws: Self-tapping sheet metal type compatible with material fastened.
 - 3. Rivets: Stainless steel material for the stem with closed end, head of color to match sheet metal items being joined.

2.04 RELATED MATERIALS

- A. Solder:
 - 1. ASTM B 32, alloy grade 58, 50 percent tin, 50 percent lead.
 - 2. For use with stainless steel: 60-40 tin/lead solder, ASTM B 32.
- B. Flux:
 - 1. Phosphoric acid type, manufacturer's standard.
 - 2. For use with steel or copper: Rosin flux.
 - 3. For use with stainless steel: Acid-chloride type flux, except use rosin flux over tinned surfaces.
- C. Underlayment: Elastomeric self-adhering sheeting suitable for high-temperature; minimum 30 mil thickness: "WIP 300HT" by Carlisle or pre-approved equal.

- D. Adhesives: Type recommended by flashing sheet manufacturer for waterproof and weather resistant seaming and adhesive application of flashing sheet.
- E. Metal Accessories: Sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, non-corrosive, size and gauge required for performance.
- F. Sealant: As recommended by the manufacturer.
- G. Termination Bar: 1/8-inch thick, 1-inch wide extruded aluminum bar with flat profile, factory punched holes spaced 6-inches on center.

2.05 FABRICATION, GENERAL

- A. Fabricate work in accordance with SMACNA Architectural Sheet Metal Manual and other recognized industry practices and approved shop drawings.
- B. Comply with material manufacturer's instructions and recommendations for forming material.
- C. Shop fabricate work to the greatest extent possible.
- D. Fabricate for waterproof and weather resistant performance with expansion provisions for running work sufficient to permanently prevent leakage, damage, or deterioration of work. Form work to fit substrates.
- E. Make angle bends and folds for interlocking metal with full regard for expansion and contraction to avoid buckling.
- F. Form materials with straight lines, sharp angles, smooth curves and true levels. Avoid tool marks, buckling, and oil canning.
- G. Fold back edges of exposed ends of sheet metal edge to form hem, 1/2-inch minimum.
- H. Lap joints 1-inch minimum. Rivet and solder joints on parts that are to be permanently and rigidly assembled for stainless steel sheet metal. Install rivets, spaced 1-inch on center and apply solder to secure and seal exposed edge of sheet metal in a uniform continuous bead with smooth top finish. Clean residue upon completion of soldering process. Fabricate sheet metal assemblies so that adjoining sections are nested to achieve continuous metal-to-metal contact.
- I. Seams:
 - 1. Fabricate non-moving seams in sheet metal with flat-lock seams.
 - 2. Pre-finished Galvanized Sheet Metal: Seal pre-finished metal seams with rivets, spaced 1-inch on center, and sealant.

2.06 FABRICATED ITEMS

- A. Receivers and Counter Flashings: Minimum 22-gauge stainless steel sheet metal formed in maximum 10-foot lengths.
- B. Wind Clips: Minimum 22 gauge stainless steel sheet metal, 1-inch wide, length to engage counter flashing a minimum of 1/2-inch.
- C. Roof Penetration Flashing Pan and Bonnet: Minimum 24 gauge stainless steel sheet metal. Fabricate pan with 1/4-inch hem at top edge, 4-inch wide horizontal flanges; to provide installed minimum clear inside perimeter dimension of 2-inches and 6-inch height. Fabricate bonnet in two-piece adjustable construction with 1/2-inch caulk through along top edge and a skirt, with hemmed edge; length to extend over top edge of pan a minimum of 2-inches.
- D. Cleats/Clips: Continuous strips, 22 gauge sheet metal, same metal type and profile as adjacent metal trim.

- E. Sanitary/Plumbing vent Pipe: 2-1/2 pound lead pre-formed flashing sleeve with 4-inch flanges and of proper size/height to fold down inside of vent pipe a minimum of 1-inch.
- F. Pipe Box (Base, Hood and Face Plate): 24 gauge stainless steel sheet metal. Base shall be 8-inches in height with 4-inch wide horizontal flanges. Size to provide minimum 2-inch clearance between box and pipes.
- G. Heat Exhaust/Gravity Vent/Turbine Vent: 24 gauge stainless steel sheet metal. Base shall be 8-inches in height with 4-inch wide horizontal flanges. Hood to conceal top of base.
- H. Coping: 22 gauge pre-finished galvanized sheet metal with 6-inch wide cover plates of same material/profile.
- I. Drip Edge: 22 gauge pre-finished galvanized sheet metal with 6-inch wide cover plates of same material/profile.
- J. Gutters / Down Spouts: 24 gauge pre-finished galvanized sheet metal with supporting brackets and straps.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that substrates are smooth and clean to extent needed for sheet metal work.
- B. Verify that reglets, nails, cants, and blocking to receive sheet metal are installed and free of debris.
- C. Do not start sheet metal work until conditions are satisfactory.

3.02 INSTALLATION

- A. Install sheet metal with lines, arises, and angles sharp and true, and plane surfaces free from objectionable wave, warp, or buckle. Exposed edges of sheet metal shall be folded back to form 1/4-inch hem on concealed side from view. Finished work shall be free from water retention and leakage under all weather conditions. Install prefabricated corners or transitions at changes in direction, elevation or plane, and at intersections. Locate field joints not less than 12-inches, not more than 3 feet from actual corner. Laps for all metals, except for prefinished metal, shall be 1-inch wide, fastened with rivets spaced 1-inch on-center and soldered.
- B. Anchor units of work securely in place to prevent damage or distortion from wind or buckling. Provide for thermal expansion of metal units; conceal fasteners where possible; and set units true to line and level as indicated. Install work with laps, joints, and seams permanently watertight and weatherproof.
- C. Install fabricated sheet metal items in accordance with manufacturer's installation instructions and recommendations and with SMACNA Architectural Sheet Metal Manual.
- D. Prime all flanged sheet metal and allow to dry completely. Set in a liberal bed of SBS modified mastic and strip in to achieve a full finished two plies of SBS modified roofing membrane.
- E. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating affected surfaces with zinc chromate or other permanent liquid-applied or sheet product separation at locations of contact.
- F. Continuous Cleat: At exposed edges of metal edge flashings, fascias, copings, and where required, attach continuous cleat at 6-inches on-center with appropriate fasteners metal or steel substrate. At a distance of 10 feet from each direction of corner, install fasteners spaced 3-inches on-center. Install cleat so fascia extends a minimum of 1-inch below top of exterior wall finish.

G. Counter flashings:

1. Install counter flashings under equipment housing flanges and receivers along rise or parapet walls to extend a minimum of 4-inches below top edge of base flashing.
2. Secure counter flashing at 6-inches on-center with self-tapping screws.
3. Saw-cut reglet mounted assemblies: Saw cut new joint, 1/2-inch X 1-inch deep, in masonry/concrete where required and to install new receiver. Clean and prepare joint surfaces to receive sealant and insert receiver into joint. Secure new receiver in place with lead wedges spaced 12-inches on-center wedged into joint. Install backer rod into saw-cut reglet and apply a continuous bead of sealant along reglet and top edge of receiver and tool sealant to provide outward sloping finished surface. Secure counter flashing to receiver utilizing self-tapping grommetted screws spaced 6-inches on-center.
4. Surface-mounted assemblies: Secure 2-piece surface-mounted receiver and counter flashing assemblies along substrates. Install sealant tape between receiver and substrate. Secure receiver to substrate with termination bar and appropriate fasteners spaced 12-inches o.c. Install a continuous bead of sealant along caulk trough/top edge of receiver and tool sealant to provide outward sloping finished surface. Secure counter flashing to receiver utilizing grommetted self-tapping screws spaced 6-inches on-center.
5. Install receivers extending behind wall finish and secure vertical flange of receiver 6-inches on-center to back-up wall or metal wall panels. Extend underlayment and/or dampproofing material over vertical flange of receiver, where applicable.
6. Lap adjacent sections of receivers and counter flashings a minimum of 4-inches. Apply a continuous bead of sealant in lap.
7. Secure counter flashing to equipment flanges utilizing self-tapping screws spaced 6-inches on-center.
8. Install wind clips to termination bar spaced 24-inches on-center and engage drip edge of counter flashing a minimum of 1/2-inch.
9. Fabricate the counter flashing to form an integral closure at terminations.

H. Penetration Pans:

1. Install compressible fill insulation between penetrating element and deck.
2. Prime tops and bottoms of flanges of penetration pans.
3. Pop rivet and fully solder joints in pan and flanges.
4. Install penetration pan with flanges set in a uniform troweling of modified bitumen mastic on SBS membrane base ply, secure flange with appropriate fasteners spaced 6-inches on-center, staggered, and strip-in flanges.
5. Fill penetration pan to within 1-inch (25mm) of top of pan with non-shrink grout. Clean surfaces of pan and penetrating element and fill remainder of pan with pourable sealer.
6. Install sheet metal bonnet or hood to conceal the top of the penetration pan.

I. Roof Penetration Hoods and Bonnet:

1. Install sheet metal hood or bonnet on penetrating element to cover the top of the penetration pans.
2. Round or Pipe Penetrations:
 - a. Set bonnet in sealant.
 - b. Install stainless steel draw-band and tighten to secure to penetration.
 - c. Seal top of bonnet with sealant.
3. Square Penetration:
 - a. Secure bonnet to penetration with termination bar and self-drilling screws.
 - b. Set bonnet in sealant.
 - c. Seal top of bonnet with sealant.
4. Angle or Structural Steel Penetration:
 - a. Attach bonnet to structural steel member by welding.
 - b. Paint assembly after installation.

- J. Pipe Box:
1. Pop rivet and fully solder joints and seams in sheet metal base and hood.
 2. Prime top and bottom of flanges of base.
 3. Install penetration pan with flanges set in a uniform troweling of modified bitumen mastic on SBS membrane base ply, secure flange with appropriate fasteners spaced 6-inches on-center, staggered, and strip-in flanges.
 4. Fill base with grout or spray foam to a height of 3/4 of the total pan height.
 5. Fill remaining height of base with pourable sealer.
 6. Install hood over base, securing to each side with self-tapping screws, and sloping down toward front of box.
 7. Install face plate to cover box opening around pipe penetrations and apply sealant around pipe configuration at face plate.
- K. Sanitary/Plumbing Vent Pipes:
1. Prime top and bottom flanges of lead flashing sleeve. Set flange or embed in uniform troweling of modified bitumen mastic on SBS membrane base ply. Prime top side of flange to receive strip-in membrane.
 2. Fold lead sleeve down inside pipe a minimum of 1-inch. Apply a continuous bead of sealant on inside of pipe prior to folding lead sleeve. Paint exposed lead flashing with elastomeric coating to match color of membrane top ply.
- L. Heat Exhaust/Gravity Vent/Turbine Vent/Goose-neck Vent:
1. Prime top and bottom of flanges of base.
 2. Install penetration pan with flanges set in a uniform troweling of modified bitumen mastic on SBS membrane base ply, secure flange with appropriate fasteners spaced 6-inches on-center, staggered, and strip-in flanges.
 3. At heat exhaust vents, install sheet metal bonnet secured to vent pipe with stainless steel draw band and apply sealant along top edge of bonnet and tool sealant to provide outward sloping finished surface.

3.03 CLEANING

- A. Remove flux and residual acid immediately by neutralizing with baking soda and washing with clean water. Leave work clean and free of stains, scrap, and debris.
- B. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration/damage of finishes. Paint (color to match) areas of prefinished metal where finish is damaged. Replace sheet metal items when damaged finish can not be repaired to an acceptable condition.
- C. Prime soldered area of phosphatized metal after cleaning to prevent rusting.

END OF SECTION 07 62 00

CITY OF FRIENDSWOOD-PUBLIC WORKS, ENGINEERING AND PARKS DEPT. BUILDING ROOF REPLACEMENT

Mayor - Mike Foreman

City Council:

- John Ellisor
- Sally Branson
- Trish Hanks
- Robert J. Griffon
- Joe Matranga
- Michael P. Ross



15355 BLACKHAWK BLVD, FRIENDSWOOD, TX 77546



PROJECT:		CITY OF FRIENDSWOOD FRIENDSWOOD, TX	
APPROVAL:			
KEYPLAN:			
NOTES: INSTALLER MUST VERIFY ALL FIELD DIMENSIONS, DRAIN AND SCUPPER LOCATIONS AND PRODUCT SPECIFICATIONS FOR ACCURACY. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL FIELD CONDITIONS AND COMPLIANCE WITH BUILDING CODE ISSUES.			
DISCLAIMER: THIS DRAWING SET WAS NOT MADE BY A DESIGNER. THE MAKER OF THESE DRAWINGS DID NOT PERFORM AND OR CONDUCT ANY DESIGN OR ENGINEERING ANALYSIS IN CONJUNCTION WITH THE PREPARATION OF THESE DRAWINGS. THESE DRAWINGS REPRESENT A RECITATION AND GRAPHIC DEPICTION OF THE MANUFACTURERS SPECIFICATIONS AND THE DESIGN DETAILS ONLY. THESE DRAWINGS SHOULD NOT AND ARE NOT TO BE CONSTRUED AS CONSTITUTING DESIGN ERECTION DRAWINGS. SPECIFICATIONS OR DESIGN DETAILS PREPARED OR APPROVED BY THE MAKER OF THESE DRAWINGS. THE ARCHITECTS/ENGINEER'S APPROVED DESIGN OF THE ROOF IS THE CONTROLLING DOCUMENT. CONTRACTOR REMAINS RESPONSIBLE FOR THE INSTALLATION IN COMPLIANCE WITH THAT APPROVED DESIGN.			
DATE:		4.27	
DRAWN BY:		JB	
PROJECT NUMBER:			
DRAWING SHEET:		COVER	

PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR IS TO FIELD SURVEY AND RECORD ALL SITE, EXTERIOR, AND INTERIOR BUILDING AND SUBMIT PHOTOS AND TO THE ARCHITECT FOR THEIR RECORDS.

LOCATE AND TAG EXISTING LAWN SPRINKLER SYSTEM. VERIFY WORKING CONDITION OF SPRINKLER SYSTEM PRIOR TO COMMENCING ANY WORK AND AFTER CONSTRUCTION IS COMPLETE.

ALL EXISTING STRUCTURES, FINISHES, OR OTHER BUILDING COMPONENTS NOT DESIGNATED FOR DEMOLITION OR REMOVAL, AND ALL COMPONENTS DEFINED WITHIN THE DOCUMENTS TO BE SALVAGED, RELOCATED, OR REUSED SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT DAMAGE. ANY DAMAGE SUSTAINED DURING DEMOLITION OR CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO MATCH ORIGINAL CONDITION BY CONTRACTOR AT NO EXPENSE TO OWNER. SEE GENERAL CONDITIONS AND SUPPLEMENTAL CONDITIONS FOR ADDITIONAL REQUIREMENTS.

ALL ROOFING WORK SHALL OCCUR IN SUCH A MANNER AS NOT TO VOID ANY EXISTING ROOF WARRANTIES. CONTRACTOR TO CONTACT ROOFING MANUFACTURER PRIOR TO COMMENCING THE WORK. NO EXCEPTIONS.

AT ALL AREAS IN CONTRACT PROVIDE NEW RETROFIT KIT AND PROVIDE 4'X4' 1" SUMPED DRAIN AT ALL DRAINS UNLESS OTHERWISE NOTED ON THE ROOF PLAN. PROVIDE EXTENSION AT OVERFLOW RETROFIT KITS.

CLEAR ALL ROOF DRAINS TO REMAIN TO ALLOW PROPER DRAINAGE OF STANDING/PONDING WATER.

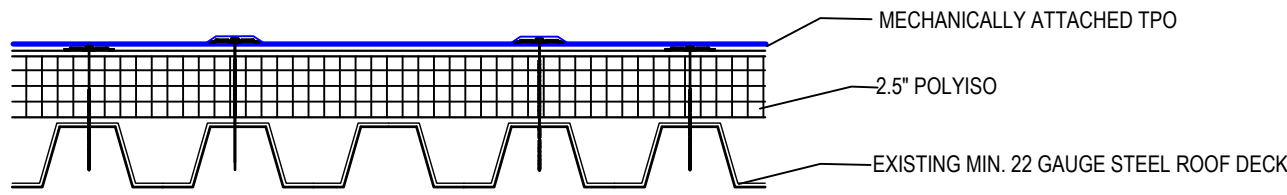
PROVIDE ADDITIONAL PLYS AS REQUIRED TO ELIMINATE STANDING / PONDING WATER.

RAISE ANY LOW CURB TO NEW HEIGHT (AS REQUIRED) TO MEET MANUFACTURER'S MINIMUM BASE FLASHING HEIGHT, TYPICAL.

- CONTRACTOR SHALL VISIT SITE TO ASCERTAIN EXACT EXISTING CONDITIONS AND COMPONENTS RELATED TO THE WORK DESCRIBED BY THESE DOCUMENTS. AFTER AWARD OF THE CONTRACT, CHANGE ORDER REQUEST FOR ADDITIONAL MONEY SHALL NOT BE APPROVED IF THE WORK COULD HAVE BEEN ANTICIPATED DURING THE SITE VISIT BY THE CONTRACTOR. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ACCEPTED MANUFACTURER'S PRINTED INSTRUCTIONS AND WARRANTY REQUIREMENTS.
- DIMENSIONS, DETAILS, EQUIPMENT SIZE AND LOCATION SHOWN IN THESE CONSTRUCTION DOCUMENTS ARE FOR CONVEYANCE OF DESIGN INTENT ONLY. EXACT SIZE, LOCATION, TYPE OF MATERIAL AND TYPE OF CONSTRUCTION OF EXISTING CONDITIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR TO ASCERTAIN AND CONFIRM.
- INDICATED ROOF HEIGHTS ARE GENERAL IN NATURE.
- REMOVE ALL ABANDONED EQUIPMENT IDENTIFIED ON SITE AND AS SHOWN ON OTHERWISE ON THESE DOCUMENTS.
- ALL DISCONNECTS AND RECONNECTS SHALL BE PERFORMED BY A LICENSED ELECTRICIAN.
- ALL OUTSIDE AIR INTAKES SHALL BE COVERED TO ELIMINATE ODORS AND FUMES FROM ENTERING INTO THE BUILDING DURING CONSTRUCTION WORK.

- OWNER WILL VERIFY PROPER OPERATION OF ALL ROOF TOP EQUIPMENT BEFORE AND AFTER THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL INOPERABLE EQUIPMENT PRIOR TO RELEASE OF PROJECT.
- EXISTING OVERFLOW DRAIN LINE PIPES ARE TO BE REPLACED WITH OVERFLOW ROOF DRAIN ASSEMBLIES PER PLUMBING SPECIFICATIONS.

EXISTING ROOF ASSEMBLY



7 | NOTES TO CONTRACTOR

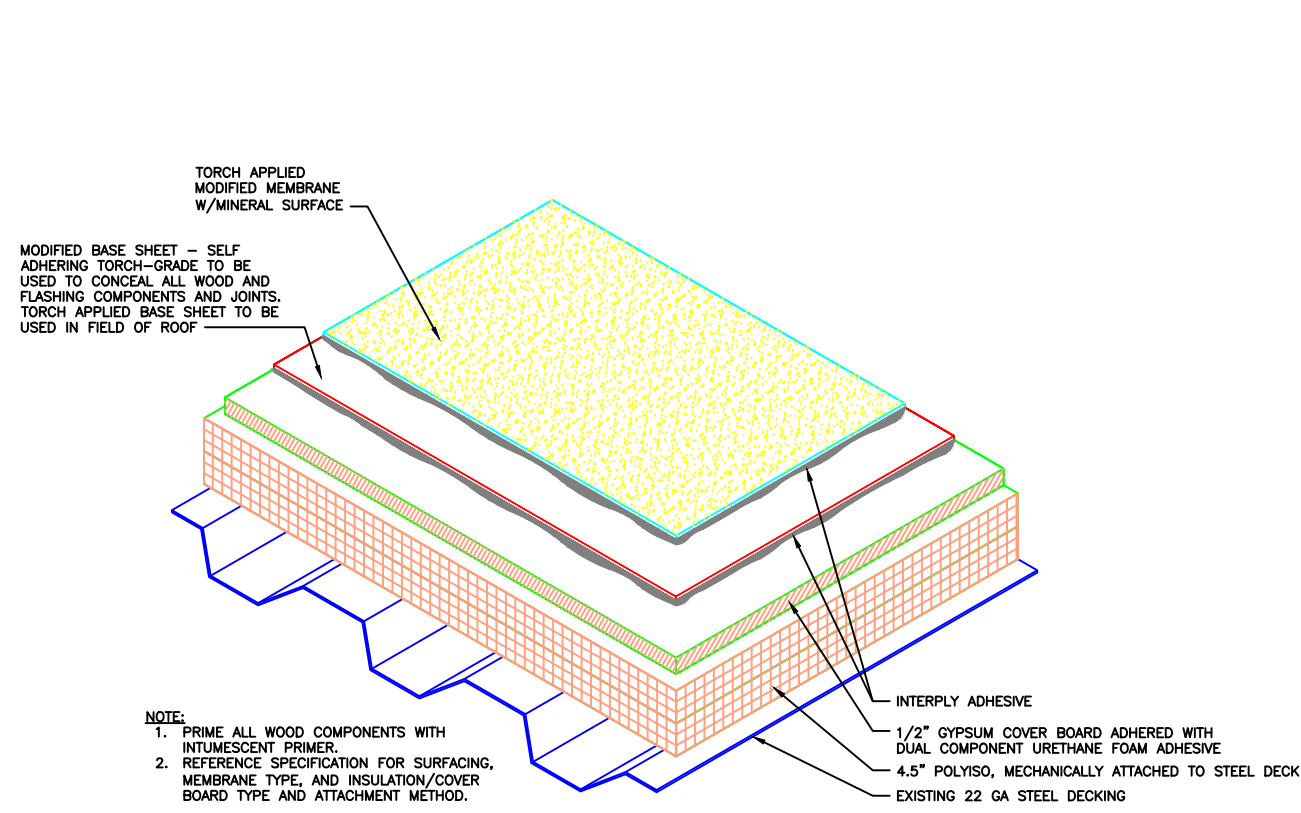
6 | GENERAL NOTES

5 | NEW ROOF SYSTEM

4 | EXISTING ROOF ASSEMBLY



2 | AREA MAP



GENERAL SHEETS

- CVR COVER SHEET
- GO GENERAL INFORMATION

ROOF PLANS

- A1 ROOF PLAN
- A2 ROOF DETAILS
- A3 ROOF DETAILS
- A4 ROOF DETAILS

3 | INDEX OF DRAWINGS



1 | VICINITY MAP



CITY OF FRIENDSWOOD
FRIENDSWOOD, TX

PROJECT:

APPROVAL:

KEYPLAN:

NOTES:

INSTALLER MUST VERIFY ALL FIELD DIMENSIONS, DRAIN AND SCUPPER LOCATIONS AND PRODUCT SPECIFICATIONS FOR ACCURACY. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL FIELD CONDITIONS AND COMPLIANCE WITH BUILDING CODE ISSUES.

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DATE: 4.23.26
DRAWN BY: JB
PROJECT NUMBER:
DRAWING SHEET:

GO



CITY OF FRIENDSWOOD
FRIENDSWOOD, TX

PROJECT:

APPROVAL:

KEYPLAN:

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PROJECT NUMBER:
DRAWING SHEET: A1

EXHAUST FAN

°P

PIPE PENETRATION

==

GUTTER

°PH

PIPE HOUSING

UNIT ON SLEEPERS

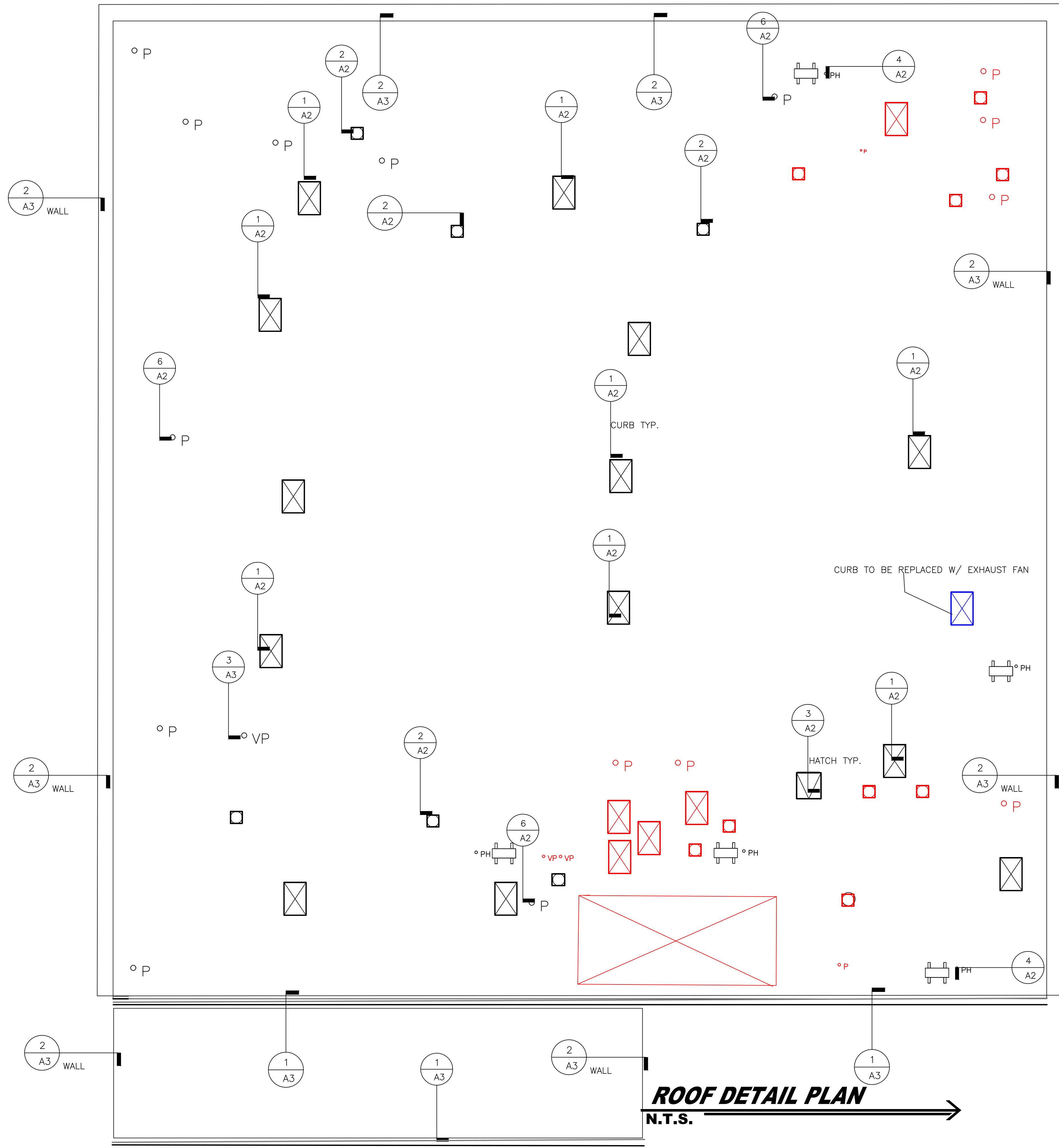
■

SEALANT POCKET

ROOF CURB

ROOF HATCH

CURB/FAN/PENETRATION TO BE REMOVED



ROOF DETAIL PLAN
N.T.S. →



CITY OF FRIENDSWOOD
FRIENDSWOOD, TX

PROJECT:

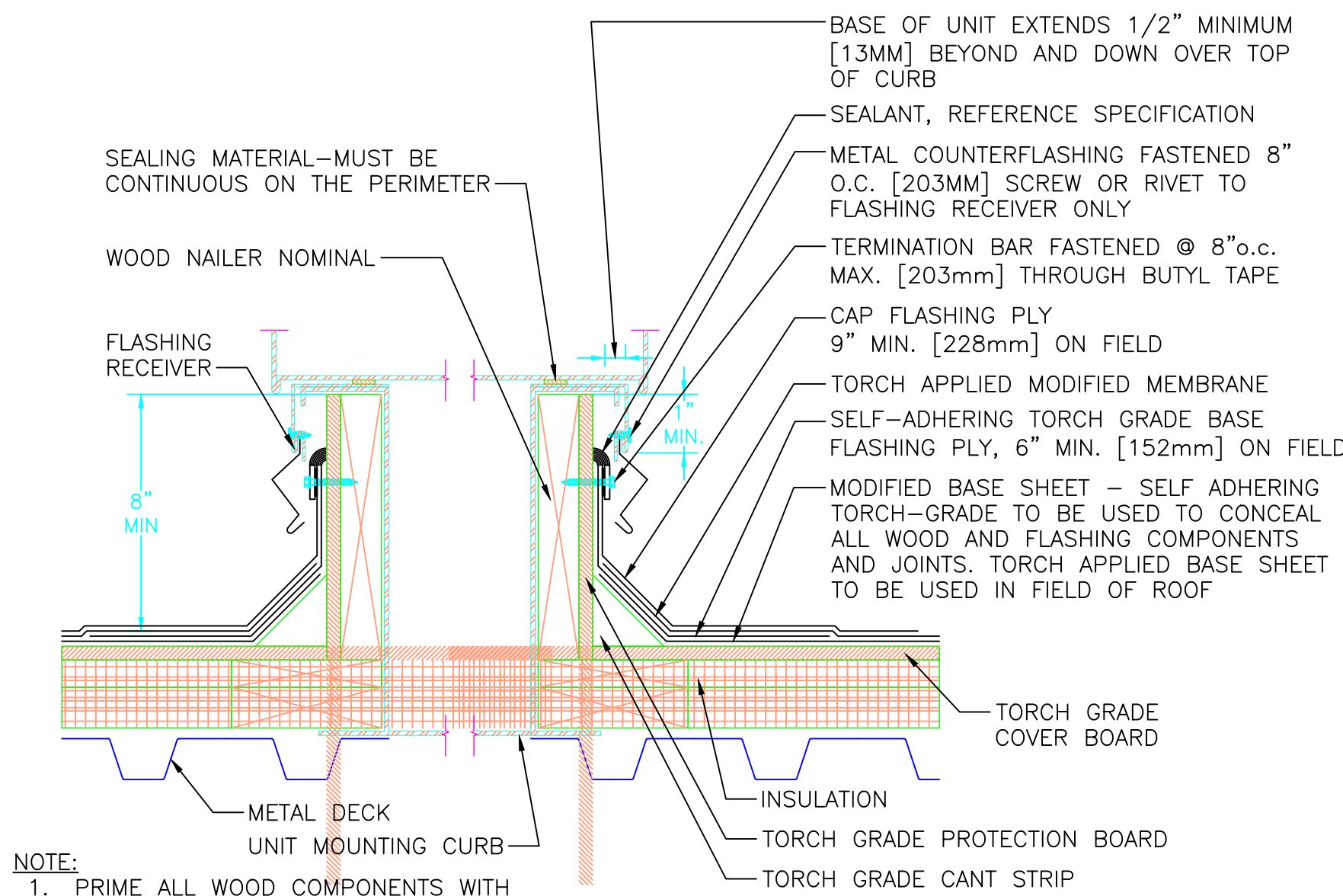
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KEYPLAN:

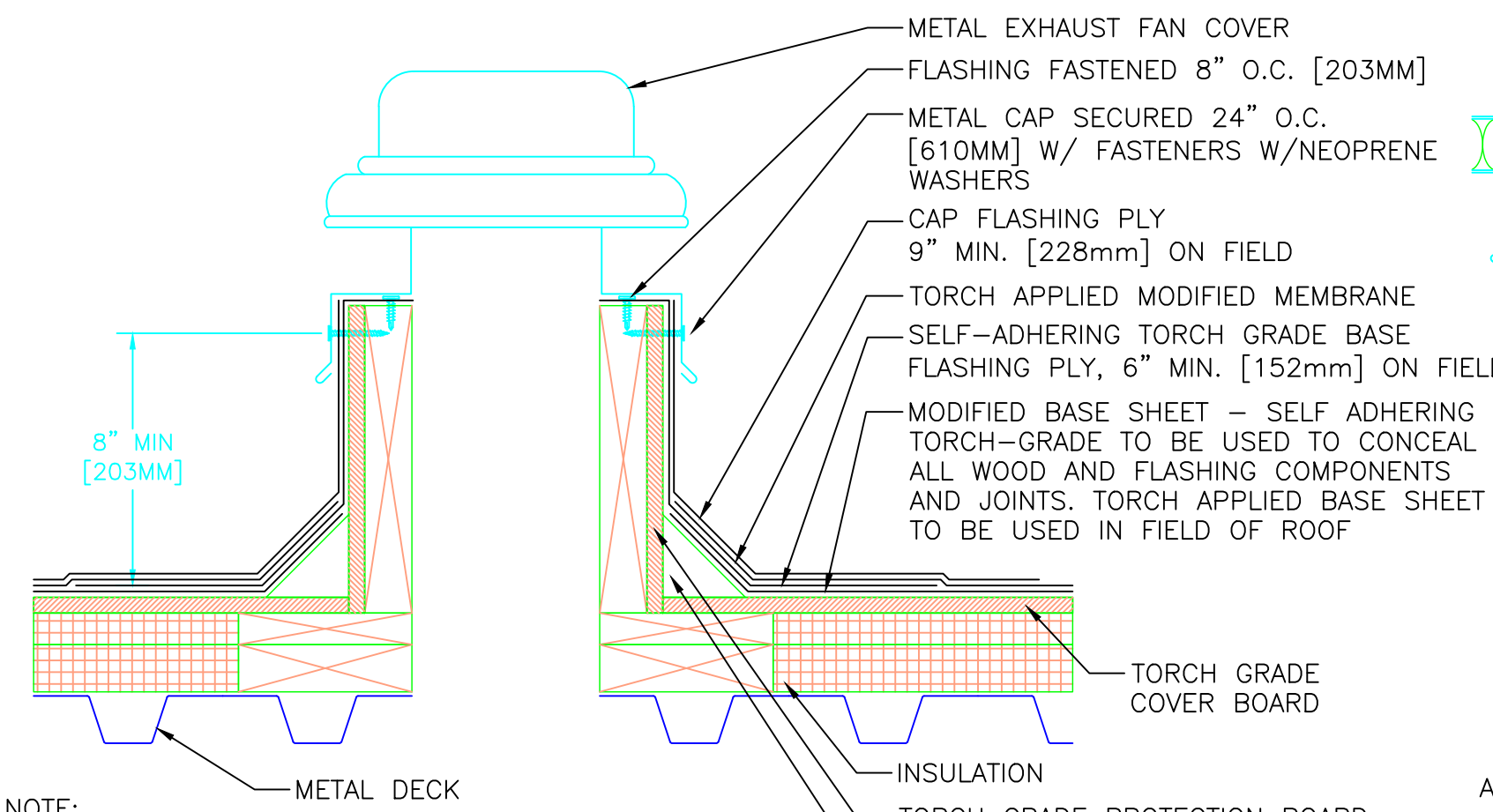
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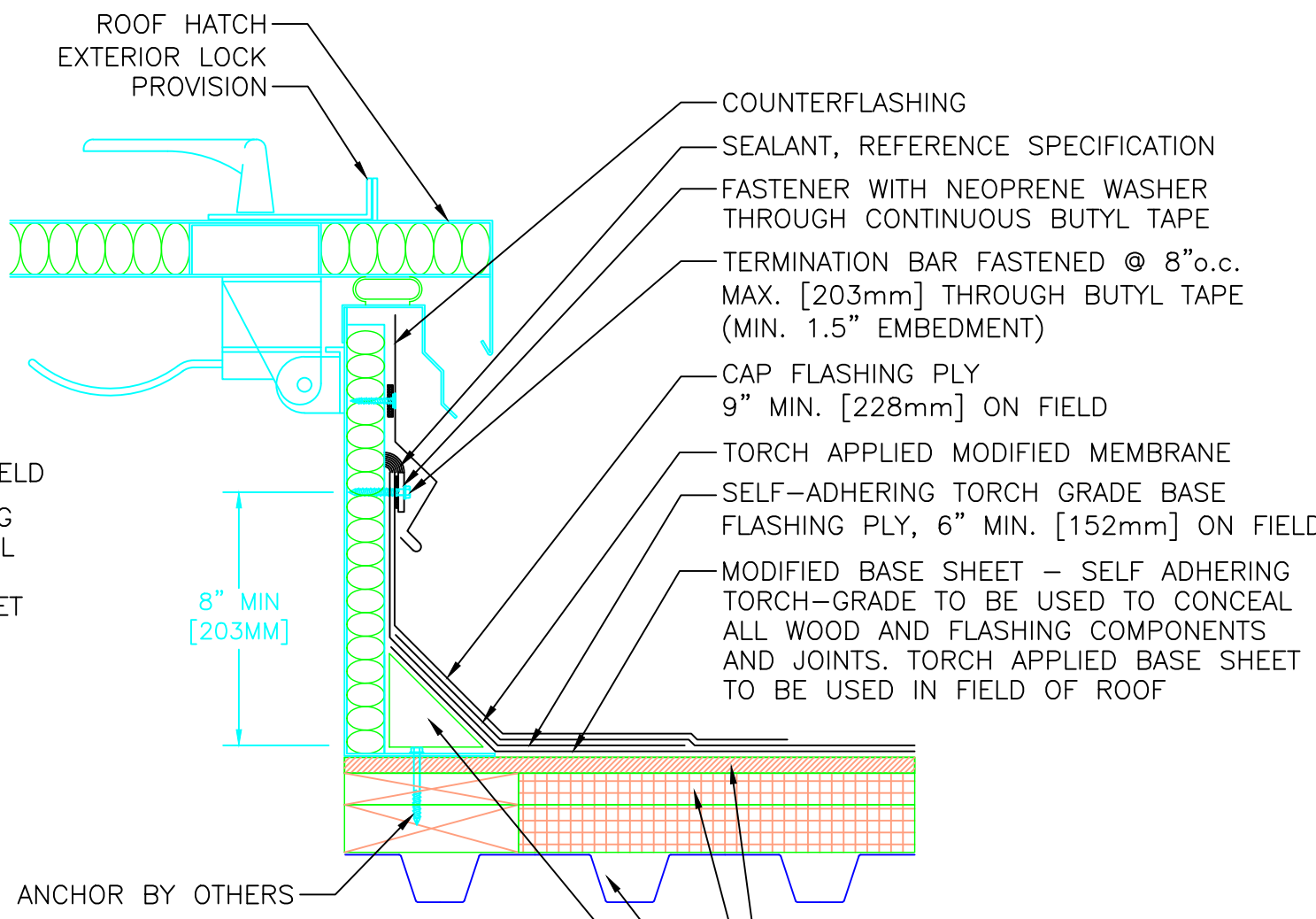
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DRAWN BY: JB
PROJECT NUMBER:
DRAWING SHEET: A2



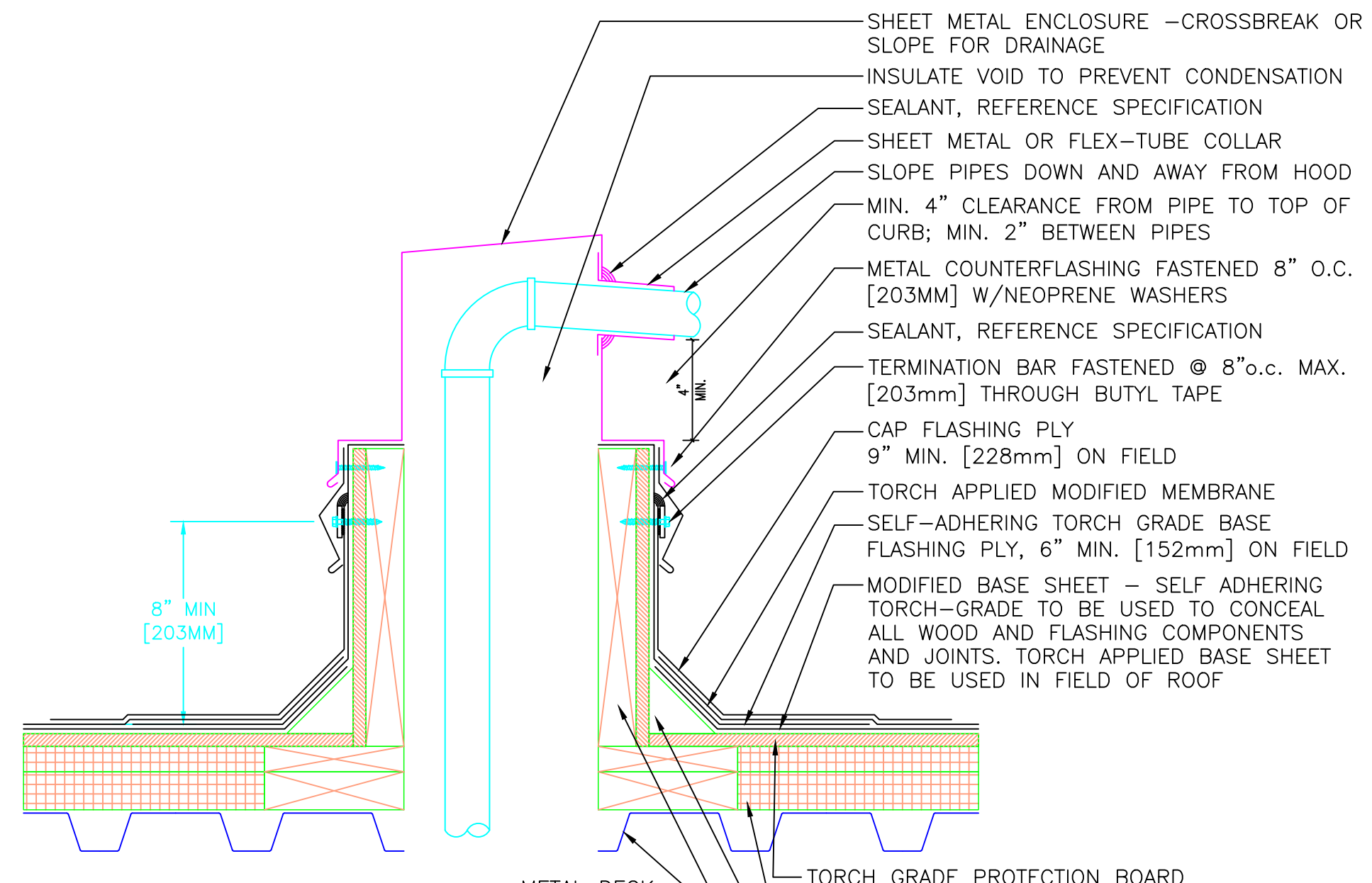
1 CURB DETAIL / AIR HANDLING STATION
A2 SCALE: 1 1/2" = 1'-0"



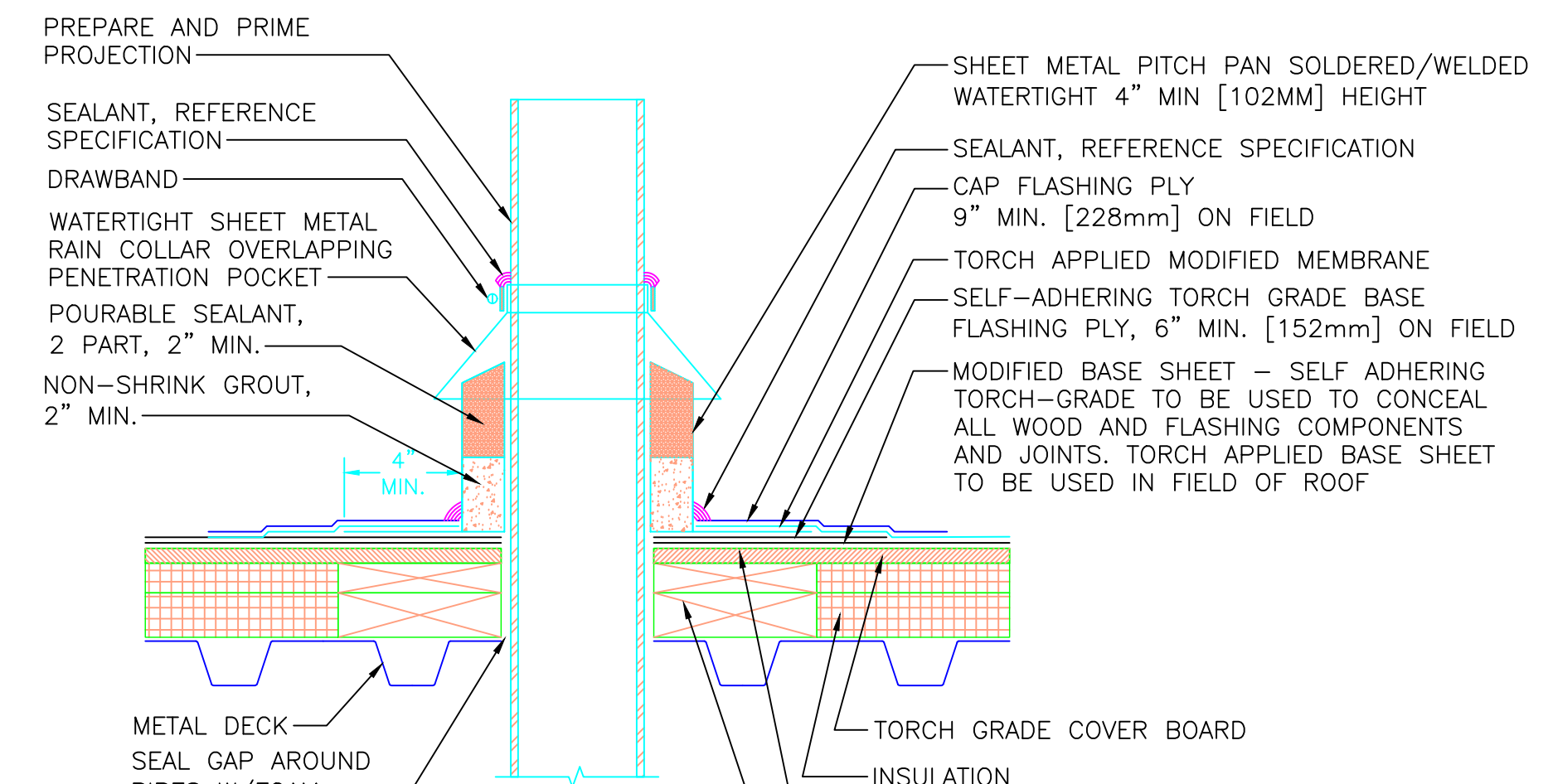
2 EXHAUST FAN
A2 SCALE: 1 1/2" = 1'-0"



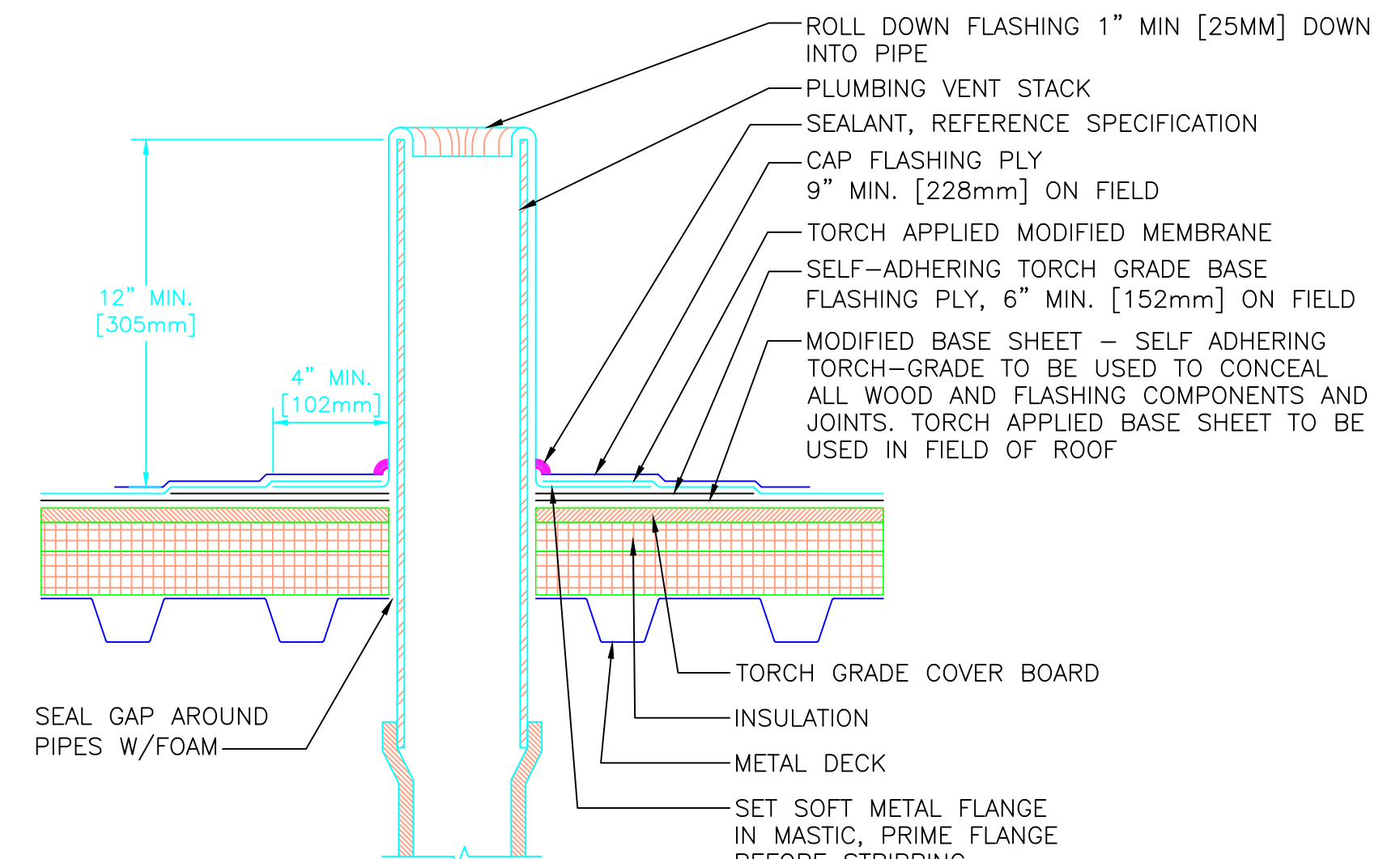
3 HATCH DETAIL
A2 SCALE: 1 1/2" = 1'-0"



4 PIPE HOUSING
A2 SCALE: 1 1/2" = 1'-0"



5 PITCH POCKET (PIPE)
A2 SCALE: 1 1/2" = 1'-0"



6 PLUMBING STACK
A2 SCALE: 1 1/2" = 1'-0"



CITY OF FRIENDSWOOD
FRIENDSWOOD, TX

PROJECT:

APPROVAL:

KEYPLAN:

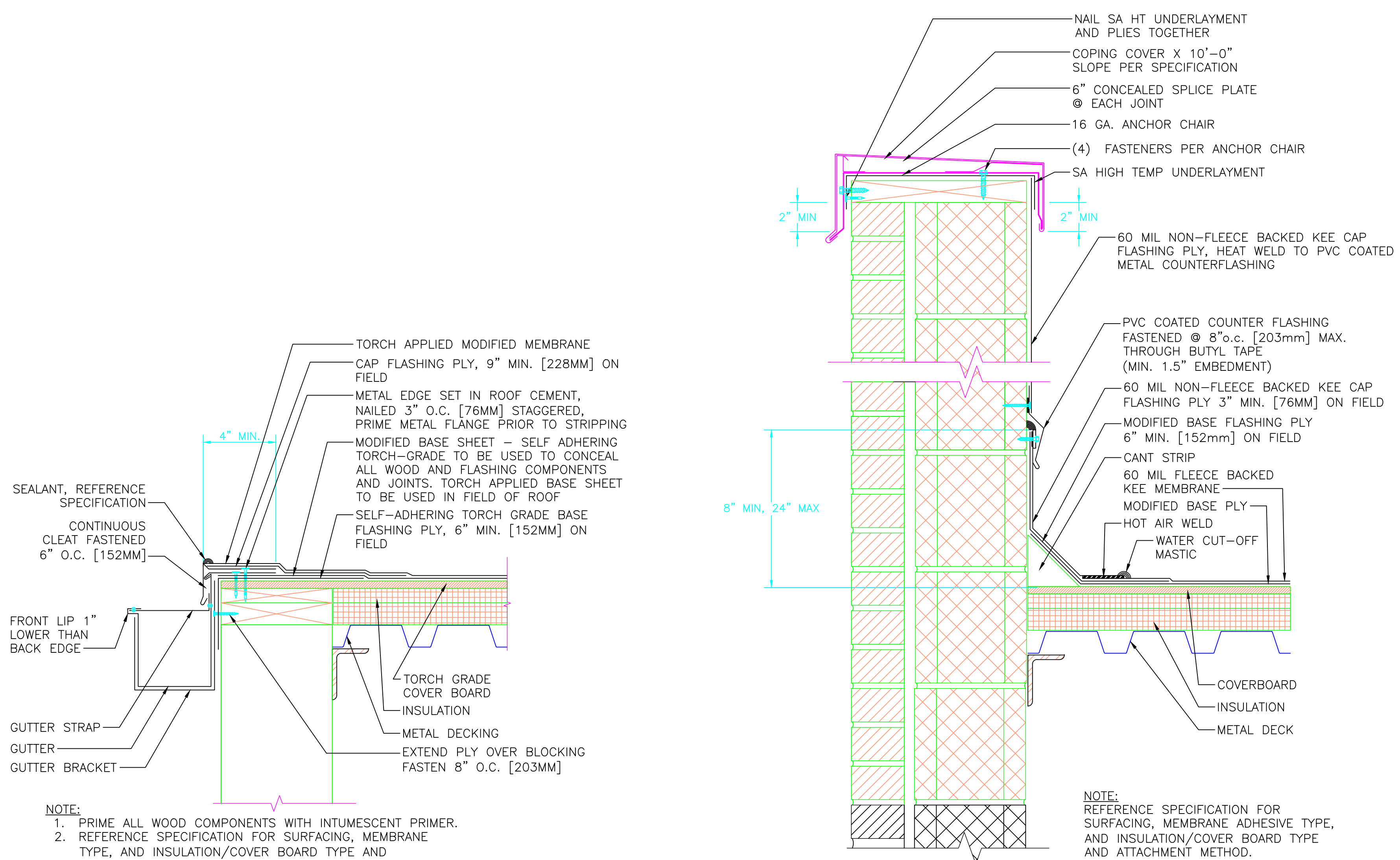
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DISCLAIMER:
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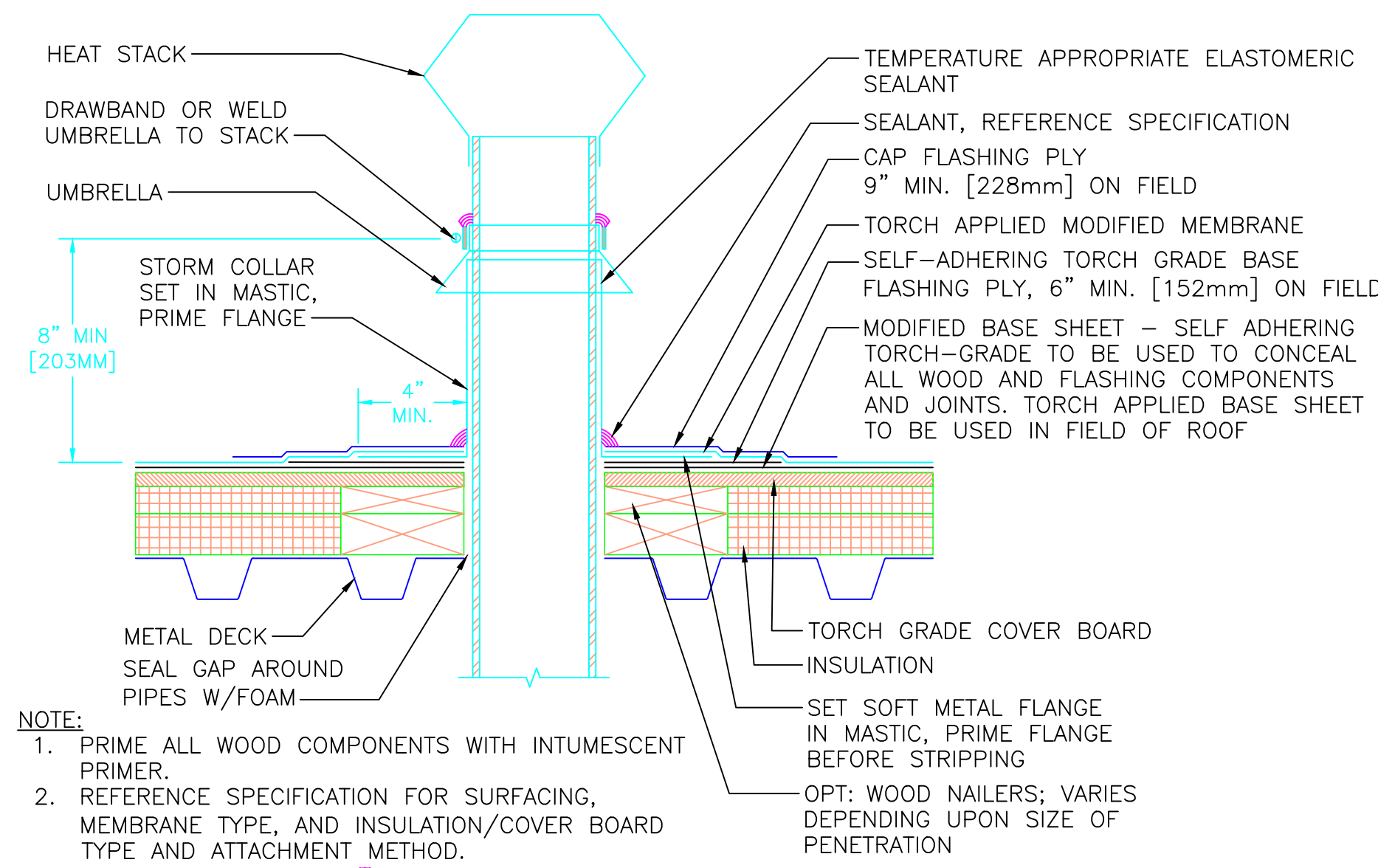
DATE: 4.23.26
DRAWN BY: JB
PROJECT NUMBER:
DRAWING SHEET:

A3



1 METAL EDGE - DRIP EDGE WITH GUTTER (ALTERNATE)
A3 SCALE: 1½" = 1'-0"

2 WALL FLASHING TO COPING CAP
A3 SCALE: 1½" = 1'-0"



3 HEAT STACK
A3 SCALE: 1½" = 1'-0"

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 24, 2026

Date submitted: 03/24/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider a resolution verifying the percentage of completion of cybersecurity and artificial intelligence (AI) training programs and authorizing the City Manager or his designee to submit all documentation required by Section 2054.5191 of the Texas Government Code.

Originating Department: Information Technology

Degree of importance: High

SUMMARY / ORIGINATING CAUSE

Section 2054.5191 of the Texas Government Code requires the City, at least once a year, (i) to identify all City employees and elected/appointed officials who have access to the City's computer system and use such system for at least 25 percent of their duties and (ii) to mandate those individuals to complete a certified cybersecurity and artificial intelligence (AI) training programs.

Thereafter, the City Council is required to certify and report the completion of the trainings no later than August 31st of each year. This resolution confirms that 100% of those required to complete the training have done so and directs the City Manager or his designee to perform periodic audits to ensure compliance with this law and to submit the information to the Texas Department of Information Resources regarding the City's compliance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Failure to comply can result in loss of grants and return of grant funding given.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Cybersecurity & AI Training Programs

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, VERIFYING THE PERCENTAGE OF COMPLETION OF CYBERSECURITY AND ARTIFICIAL INTELLIGENCE TRAINING PROGRAMS AND AUTHORIZING THE CITY MANAGER'S SUBMISSION OF ALL DOCUMENTATION REQUIRED BY SECTION 2063.301 OF THE TEXAS GOVERNMENT CODE TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2054.5191 of the Texas Government Code requires the City at least once each year (i) to identify all City employees and elected and appointed officials who have access to the City's computer system or database and (ii) to require them to complete certified cybersecurity and artificial intelligence training programs; and

WHEREAS, the City Manager has identified those employees and officials of the City required to complete the certified cybersecurity and artificial intelligence training programs; and

WHEREAS, the City Manager has ensured that all such employees and officials of the City have had an opportunity to complete these required trainings; and

WHEREAS, the City Manager has provided the results of the completion of these required trainings to the City Council; and

WHEREAS, the City Council must verify and report on such results and require periodic audits to ensure compliance with these statutorily required trainings; NOW THEREFORE,

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

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

Section 2. That the City Council has verified the completion of the certified cybersecurity and artificial intelligence training programs by not only City employees but also its elected and appointed officials subject to the requirements of Section 2054.5191 of the Texas Government Code. The City Council hereby reports that all of those required to complete such programs (i) have done so or (ii) have been denied access to the City's computer system(s)/database(s).

Section 3. That the City Council hereby authorizes the City Manager's submission of documentation evidencing the City's compliance with requirements of Section 2054.5191 of the Texas Government Code to the Texas Department of Information Resources.

Section 4. That the City Council hereby directs the City Manager or his designee to perform periodic audits to ensure compliance with this law.

Section 5. That this resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 24th day of August, 2026.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2026\08-24-2026\Resolution - Cybersecurity & AI Training Programs.docx

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 24, 2026

Date submitted: 08/17/2026

Prepared by: Raquel Martinez, City Secretary

Subject: Consider a resolution ratifying an Agreement for Temporary Road Closure of state right-of-way with the State of Texas, through the Texas Department of Transportation, for the Friendswood High School Homecoming Parade on FM 518.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution ratifies the Agreement for Temporary Road Closure of state right-of-way with the State of Texas, through the Texas Department of Transportation, for the closure of FM518 (S. Friendswood Drive) between FM 2351 and Clearview Ave for the Friendswood High School Homecoming Parade on September 17, 2026, between the hours of 6:30 p.m. and 7:00 p.m.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	Resolution - TxDOT Agreement for the Friendswood ISD Homecoming Parade 2026
2.	EXHIBIT A - Complete_with_Docusign_Friendswood_Homecomin
3.	A - Homecoming Parade Traffic Control Plan 2026
4.	C - FHS Homecoming Parade 2026
5.	2026 Friendswood ISD Cert - TxDOT
6.	Complete_with_Docusign_Friendswood_Homecomin

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE FRIENDSWOOD HIGH SCHOOL HOMECOMING PARADE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351 in Galveston County, Texas; and

WHEREAS, the City Council of the City of Friendswood, Texas, has requested the temporary closure of FM 518 (S. Friendswood Drive) between FM 2351 and Clearview Drive for the Friendswood High School Homecoming Parade to be held on September 17, 2026, between 6:30 p.m. and 7:00 p.m.; and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, and the City of Friendswood seek to enter into an agreement for the temporary closure of FM 518 between FM 2351 and Clearview Drive for the above-referenced parade; NOW THEREFORE,

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

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

Section 2. That the City Council hereby ratifies the Agreement for the Temporary Closure of State Right-of-Way with the State of Texas, for the Friendswood High School Homecoming Parade to be held on September 17, 2026, between 6:30 p.m. and 7:00 p.m. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 24th day of August, 2026.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"

Agreement No. _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of **FRIENDSWOOD**, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **FM 518**, in **GALVESTON**, County; and

WHEREAS, the local government has requested the temporary closure of **FM 518 (S. FRIENDSWOOD DRIVE) BETWEEN FM 2351 AND CLEARVIEW DRIVE** for the purpose of **FRIENDSWOOD HIGH SCHOOL HOMECOMING PARADE on September 17, 2026**, from **6:30 PM to 7:00 PM** as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the **24th** day of **August, 2026**, the **FRIENDSWOOD** City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

Agreement No. _____

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

Agreement No. _____

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
CITY OF FRIENDSWOOD	Texas Department of Transportation
Morad Kabiri, City Manager	Glenn Allbritton, P.E.
910 S. Friendswood Drive	District Engineer
Friendswood, TX 77546	Houston District

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

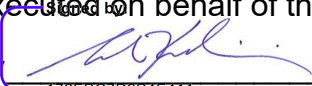
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF FRIENDSWOOD

Executed on behalf of the local government by:

By  _____ Date 8/17/2026
City Official

Typed or Printed Name and Title Morad Kabiri

City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Agreement No. _____

Exhibit A

Agreement No. _____

Exhibit B

(Insert Resolution)

Exhibit C

Agreement No. _____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: August 24, 2026

Date submitted: 08/12/2026

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Second Amendment to the Professional Services Agreement for the City of Friendswood Comprehensive Master Drainage Plan Project with Halff Associates, Inc.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On January 6, 2025, the City Council approved a Professional Services Agreement (the "Agreement") with Halff Associates, Inc. ("Halff") for the Friendswood Comprehensive Master Drainage Plan Project (the "Project"), which is expected to be completed in June 2026.

On June 1, 2026, the City Council approved the First Amendment to the Agreement in order for Halff reallocate its fees and its subconsultant's fees to reflect the actual work distribution on the Project. There was no change in the total cost of the Project with the First Amendment. The reallocation of fees was as follows:

Task Description	Cost Not To Exceed
Task 1: Community Outreach	\$148,105 \$141,105
Task 2: Study Coordination and Project Management	\$134,040 \$130,040
Task 3: Data Collection	\$128,653 \$113,688
Task 4: Model Development	\$380,705 \$367,947
Task 5: Alternative Development	\$360,494 \$433,211
Task 6: Drainage Criteria Update	\$90,854 \$56,860
Task 7: Flood Risk Web Map	\$ 21,840
Task 8: Study Documentation	\$ 83,757
Total Project Cost Not To Exceed	\$1,348,448

Task Description	Professional's Cost Not to Exceed (NTE)	Subconsultant Garver (Lump Sum)	Subconsultant Torres (Lump Sum)	Subconsultant Hollaway (Lump Sum)	Total Combined NTE
Task 1: Community Outreach	\$36,840.00 \$29,840.00	\$0.00	\$0.00	\$111,265.00	\$148,105.00 \$141,105.00
Task 2: Study Coordination and Project Management	\$100,640.00	\$21,912.00 \$17,912.00	\$11,488.00	\$0.00	\$134,040.00 \$130,040.00
Task 3: Data Collection	\$120,320.00 \$108,320.00	\$8,333.00 \$5,368.00	\$0.00	\$0.00	\$128,653.00 \$113,688.00
Task 4: Model Development	\$250,840.00	\$75,401.00 \$75,143.00	\$0.00	\$0.00	\$380,705.00 \$367,947.00
Task 5: Alternative Development	\$225,300.00 \$347,294.00	\$112,722.00 \$63,445.00	\$54,464.00 \$41,964.00	\$0.00	\$360,494.00 \$433,211.00
Task 6: Drainage Criteria Update	\$70,360.00 \$56,860.00	\$20,494.00 \$0.00	\$22,472.00	\$0.00	\$90,854.00 \$56,860.00
Task 7: Flood Risk Web Map	\$21,840.00	\$0.00	\$0.00	\$0.00	\$21,840.00
Task 8: Study Documentation	\$65,120.00 \$67,120.00	\$8,275.00 \$6,275.00	\$10,362.00	\$0.00	\$83,757.00
Total Project Cost Not To Exceed	\$891,260.00 \$982,754.00	\$247,137.00 \$168,143.00	\$98,786.00 \$86,286.00	\$111,265.00	\$1,348,448.00

This reallocation was contingent upon the written approval of TDEM/FEMA.

While the First Amendment was submitted to TDEM/FEMA in July 2026, the City has not received written approval as of this date. If such approval is not obtained before August 30, 2026, the First Amendment, according to its terms, will become null and void. This proposed Second Amendment only revises the contingency contained in the First Amendment to remove the date by which approval is needed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1.	Second Amendment - Removal of Contingency Date
2.	Certificate of Insurance - Halff Associates
3.	Government Code Verification Form - Halff
4.	Form 1295 - Halff Associates
5.	First Amendment - Reprogramming Funds

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Second Amendment ("Second Amendment") to the Professional Services Agreement between the City of Friendswood (the "City") and Halff Associates, Inc., a Texas corporation (the "Professional"), is made by and between the same parties on the date hereinafter last specified for engineering services associated with the City of Friendswood Comprehensive Master Drainage Plan Project (the "Project").

W I T N E S S E T H:

WHEREAS, the City and the Professional entered into a Professional Services Agreement for the Project, dated January 7, 2025, for engineering services related to the Project for ONE MILLION THREE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$1,348,448.00), inclusive of reimbursable expenses (the "Agreement"); and

WHEREAS, on June 1, 2026, the City Council authorized the First Amendment to the Agreement to reallocate the fees in order to reflect the actual work distribution on the Project; however, such reallocation did not alter the total cost of the Project (the "First Amendment"); and

WHEREAS, the First Amendment was contingent upon the approval of the Texas Department of Emergency Management/Federal Emergency Management Agency of the reallocation of grant funds under the Federal Emergency Management Agency's Hazard Mitigation Grant Program – Disaster Recovery Program by August 30, 2026; and

WHEREAS, to date, the City has not obtained such approval; and

WHEREAS, the Professional and the City desire to enter into this Second Amendment remove the date by which the above-referenced approval is necessary;

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

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Second Amendment shall have the same meanings as in the First Amendment and the Agreement.
2. Amendment.
Section 1 "Contingency" of the First Amendment is hereby amended to read as follows:
 1. Contingency. This First Amendment is expressly contingent upon the written approval by the Texas Department of Emergency Management/Federal Emergency Management Agency of the budget modification provided for herein. If such written approval is not obtained, this amendment shall be null and void and of no force or effect.

3. Entire Agreement. The provisions of this Second Amendment, the 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 Second Amendment and the provisions of the First Amendment and/or the Agreement, the provisions of this Second Amendment shall control.
5. Interpretation. This Second 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 Second Amendment.
6. Captions. Captions contained in the Agreement, the First Amendment, and the Second 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.
7. No Waiver. By this Second 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 Second Amendment, the First Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Second Amendment, in the 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 Second 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 amendment, this ____ day of _____, 2026, the date of execution by the City Manager.

City:
CITY OF FRIENDSWOOD, TEXAS

Engineer:
HALFF ASSOCIATES, INC

MORAD KABIRI, City Manager

BY: 
(Signature)

Craig T. Maske, P.E., CFM
(Printed Name)

Vice President
(Title)

DATE: _____

DATE: August 13, 2026

ATTEST:

ATTEST:

RAQUEL MARTINEZ, City Secretary


(OFFICER OR SECRETARY)

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This First Amendment ("First Amendment") to the Professional Services Agreement between the City of Friendswood (the "City") and Halff Associates, Inc., a Texas corporation (the "Professional"), is made by and between the same parties on the date hereinafter last specified for engineering services associated with the City of Friendswood Comprehensive Master Drainage Plan Project (the "Project").

W I T N E S S E T H:

WHEREAS, the City and the Professional entered into a Professional Services Agreement for the Project, dated January 7, 2025, for engineering services related to the Project for ONE MILLION THREE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$1,348,448.00), inclusive of reimbursable expenses (the "Agreement"); and

WHEREAS, the Professional desires to amend the Agreement to reallocate the fees in order to reflect the actual work distribution on the Project; and

WHEREAS, such reallocation does not alter the total cost of the Project; and

WHEREAS, the City's grant consultant has presented this reallocation to the Texas Department of Emergency Management and is awaiting approval from it to process this reallocation of grant funds under the Federal Emergency Management Agency's Hazard Mitigation Grant Program – Disaster Recovery Program;

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

1. Contingency. This First Amendment is expressly contingent upon the written approval by the Texas Department of Emergency Management/Federal Emergency Management Agency of the budget modification provided for herein. If such written approval is not obtained on or before August 30, 2026, this amendment shall be null and void and of no force or effect.
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. Amendment.
Exhibit D "Compensation" of the Agreement is hereby amended to read as follows:

EXHIBIT "D" COMPENSATION

Basic Services

Services required under this Agreement, including all reimbursable expenses, shall be provided at a cost not to exceed ONE MILLION THREE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/100 DOLLARS

(\$1,348,448.00). Fees will be calculated upon a time and materials basis using the fee schedule below and shall not exceed the following for any particular task:

Task Description	Cost Not To Exceed
Task 1: Community Outreach	\$141,105.00
Task 2. Study Coordination and Project Management	\$130,040.00
Task 3. Data Collection	\$113,688.00
Task 4. Model Development	\$367,947.00
Task 5. Alternative Development	\$433,211.00
Task 6. Drainage Criteria Update	\$56,860.00
Task 7. Flood Risk Web Map	\$21,840.00
Task 8. Study Documentation	\$83,757.00
Total Project Cost Not To Exceed	\$1,348,448.00

Task Description	Professional's Cost Not to Exceed (NTE)	Subconsultant Garver (Lump Sum)	Subconsultant Torres (Lump Sum)	Subconsultant Hollaway (Lump Sum)	Total Combined NTE
Task 1: Community Outreach	\$29,840.00	\$0.00	\$0.00	\$111,265.00	\$141,105.00
Task 2. Study Coordination and Project Management	\$100,640.00	\$17,912.00	\$11,488.00	\$0.00	\$130,040.00
Task 3. Data Collection	\$108,320.00	\$5,368.00	\$0.00	\$0.00	\$113,688.00
Task 4. Model Development	\$250,840.00	\$75,143.00	\$41,964.00	\$0.00	\$367,947.00
Task 5. Alternative Development	\$347,294.00	\$63,445.00	\$22,472.00	\$0.00	\$433,211.00
Task 6. Drainage Criteria Update	\$56,860.00	\$0.00	\$0.00	\$0.00	\$56,860.00
Task 7. Flood Risk Web Map	\$21,840.00	\$0.00	\$0.00	\$0.00	\$21,840.00
Task 8. Study Documentation	\$67,120.00	\$6,275.00	\$10,362.00	\$0.00	\$83,757.00
Total Project Cost Not To Exceed	\$982,754.00	\$168,143.00	\$86,286.00	\$111,265.00	\$1,348,448.00

Professional's Hourly Rate Schedule

Title	Hourly Rate
Project Principal	\$330.00
Project Manager	\$260.00
Senior Engineer	\$200.00
Graduate Engineer	\$150.00
GIS Assistant	\$120.00
Administrative Assistant	\$85.00
Senior GIS Analyst	\$170.00
2-Person Survey Crew	\$150.00

4. 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.
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 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.
7. 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 amendment, this ____ day of _____, 2026, the date of execution by the City Manager.

City:
CITY OF FRIENDSWOOD, TEXAS

Engineer:
HALFF ASSOCIATES, INC

MORAD KABIRI, City Manager

BY: 
(Signature)

Craig T. Maske, P.E., CFM
(Printed Name)

Vice President
(Title)

DATE: _____

DATE: June 1, 2026

ATTEST:

ATTEST:

RAQUEL MARTINEZ, City Secretary


(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 24, 2026

Date submitted: 06/05/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider approving the minutes of the City Council Special Meeting held on July 8, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for the review and approval of the minutes of the City Council Special Meeting held on July 8, 2026. The minutes are attached for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	2026 07 08 CC Draft Minutes, Special
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**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
July 8, 2026**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON WEDNESDAY, JULY 8, 2026, AT 9:00 A.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

John Ellisor	Councilmember
Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
Randy Hale	Councilmember
Michael P. Ross	Mayor Pro Tem
 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 9:00 A.M. All members were present with the exception of Councilmember Branson who later arrived at 11:58 A.M.

2. INVOCATION

The invocation was led by Councilmember Ellisor.

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 thanked all the staff present for giving up their day to devote to this meeting.

5. PUBLIC COMMENT

Mayor Foreman announced that no citizens had signed up to provide a public comment.

6. DISCUSSION ITEMS RELATED TO CITY COUNCIL

- A. Discuss an overview of the past Council retreats and possible updates related to the Council's mission statement, vision, goals, and strategic plans; community initiatives; communications strategies; outreach; and Fire staffing.**

City Manager Morad Kabiri introduced the item noting that the staff tries to do this at least once a year to discuss long-term issues and get direction from the Council on a number of initiatives. With Fire staffing, Mr. Kabiri noted that their contract expires this October. The Emergency Services team has been in talks with the Friendswood Volunteer Fire Department (FVFD) about an extension to that contract. As it stands now, there is a proposal for a one-year extension. Emergency Services Director Brian Mansfield then provided Council with the following information:

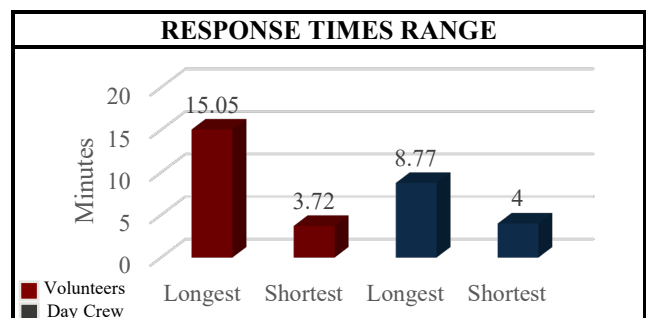
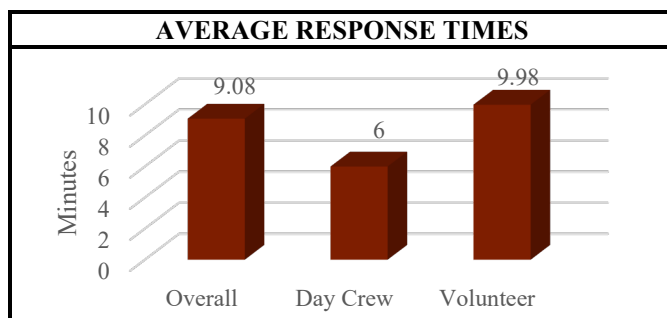
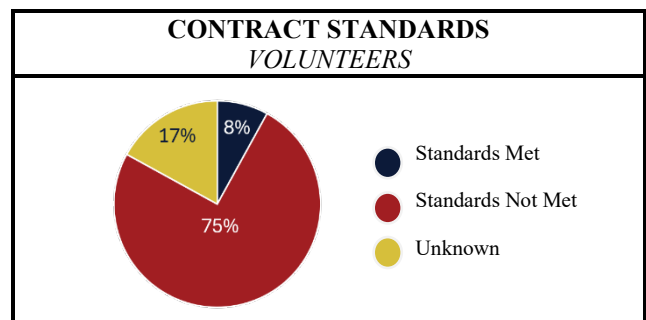
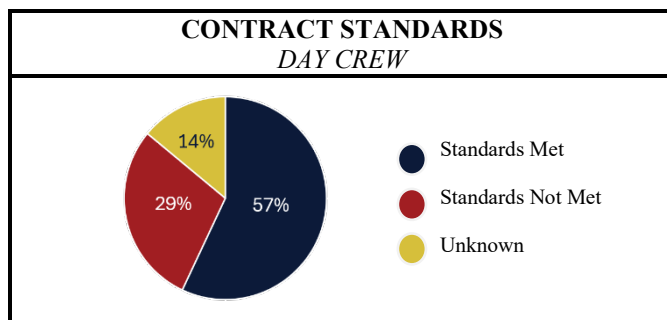


2027 CONTRACT STATUS <i>FVFD</i>
- Provides volunteer workforce - Currently operating part-time paid day crew 1 Captain, 1 Part-time Administrative Assistant - Monday-Friday 7:30 am- 7:30 pm*

2027 CONTRACT STATUS <i>City</i>
- Owens facilities and apparatus - Provides majority of equipment - Responsible for facility maintenance at all 4 fire stations

CONTRACT STANDARDS
10 responders on scene within 10 minutes, 80% of the time

NFPA 1750 STANDARDS
15 responders on scene within 9 minutes, 90% of the time



2028 MODEL
• Volunteer leadership in line with Emergency Services organization structure • Battalion Chief • 24/7 fire apparatus crewed with part-time firefighters

5-YEAR PLAN
• 2027 – 1-year FVFD contract • 2028 – Battalion Chief; Part-time Firefighters • 2029 – Office Clerk; 3 Drivers; 3 Captains • 2030 – 6 Firefighters • 2031 – Chief of Fire Suppression

2028 MODEL COST		
	BUDGET	ANNUAL INCREASE
FY2027	\$1,504,395	\$313,075
FY2028	\$2,077,117	\$572,722
FY2029	\$3,083,246	\$1,006,129
FY2030	\$3,837,137	\$753,891
FY2031	\$4,030,136	\$192,999

ALTERNATIVE FUNDING SOURCES		
Staffing for Adequate Fire & Emergency Response (SAFER) Grant		
• 3 Year Program • Must be a City Department		
Year 1	Year 2	Year 3
75% SAFER 25% City	75% SAFER 25% City	35% SAFER 65% City

Mayor Pro Tem Ross stated that it seemed like the City wanted to negotiate a long-term contract with the FVFD, but was unable to accomplish that, he asked as to what the obstacle were. Mr. Kabiri responded that before he became city manager, during budget cycles the FVFD was treated like a department of the City. In 2019, he and Mr. Mansfield pushed hard to treat them more like a contractor so they could get an annual increase to their budget based on the Consumer Price Index (CPI) and were no longer competing for gear that was essential to their operations amongst all the other needs of the City. Mr. Kabiri noted that the contract guaranteed the FVFD's ability to continue to provide this service for Friendswood residents; however, the existing model needs changing, as they are struggling to get active volunteers for fire services to meet the City's desired response times. Similar to what happened with the City's Emergency Medical Services (EMS), which used to be a part of the FVFD, but was brought into the City once the FVFD struggled to provide EMS volunteers, and they had to start paying them.

Mr. Mansfield stated that it has been difficult for the FVFD to present a model that would dramatically decrease their first engine response time. Anything they do towards staffing, such as a stipend program, starts to degrade the volunteerism. Thus, it is difficult for them to do a long-range contract under that guidance. Mayor Pro Tem Ross asked if a stipend program could mitigate some of that without having to bring in full-time firefighters. Mr. Mansfield replied there is a stipend cap. If they were to have one truck fully staffed all the time, they would meet their cap in four months. Additionally, as they have seen with EMS, once the volunteers are capped, they no longer show up. He further stated that the model he presented would provide the City with more stability in staffing and response times.

Further discussion ensued regarding the five-year plan presented. Councilmember Hanks asked if the model would remove some of the barriers mentioned. Mr. Kabiri replied that the proposed plan removes the barriers in terms of response time because they would already have individuals at the stations responding to calls. Councilmember Hanks then inquired if there was any interest in the FVFD coming on board with the City as a department, to which Mr. Mansfield replied that there is not. He further noted that the City loves and values their volunteerism, and its only interest is to help get their response time number down. Mayor Pro Tem Ross stated that if the FVFD is amenable to a long-term contract with this hybrid solution where they are just supplementing, and get first responders on scene quicker, they could then negotiate a long-term contract for maybe a decade.

As the discussion came to a close, Mr. Kabiri summarized that the direction from Council is that they want to hold onto the volunteer contract as long as fiscally possible.

B. Discuss the City Council's Rules of Procedure, including, but not limited to, access to confidential information, committee meeting attendance protocol, and procedures specified therein.

City Attorney Karen Horner presented the proposed changes to the City Council's Rules of Procedure, as follows:

SECTION	PROPOSED CHANGE	COMMENT
5.4(d)	Charges Against Employees Should any person in a Council meeting charge an employee, other than the City Manager, the City Attorney, or the Municipal Court Judge, with improper conduct, malfeasance, nonfeasance, or misfeasance, then in such event, such person shall be ruled out of order and instructed to refer his/her complaint to the City Manager.	Rules regarding addressing the City Council and being ruled out of order are addressed more specifically in Section 5.3(d), e.g. disruption of the orderly conduct of a meeting, etc.
5.4(e)	Disturbances No person attending any Council meeting shall delay, interrupt, or disrupt the proceedings or refuse to obey the orders of the Presiding Officer. Any person making personal, impertinent and slanderous remarks or who becomes boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the Sergeant at Arms is so directed by the Presiding Officer.	Disturbances are addressed more specifically in Section 5.3(d). In <i>Merriott v. City of Bossier City</i> , No. 25-30325, 2026 WL 1830752 (5th Cir. June 25, 2026), the Fifth Circuit ruled that the council's rules of procedure prohibiting "personal, impertinent and slanderous remarks" and prohibiting persons from being "boisterous" were overbroad, exerted a substantial chill of the First Amendment, and were subject to arbitrary, discriminatory enforcement. Section 551.007(d) of the Texas Government Code provides, in part, that "[a] governmental body may not prohibit public criticism of the governmental body, including criticism of any act, omission, policy, procedure, program, or service."
7.4(a)	Motion to Table Since the City Council of the City of Friendswood will always have regularly scheduled meetings, a motion to table, when carried, does not permanently defeat an ordinance, resolution, motion, or other measure. If such ordinance, resolution, motion, or other measure is tabled by a majority vote of the City Council, such ordinance, resolution, motion, or other measure, if not sooner removed from the table, must be removed at the third meeting, and acted upon, even if only to place the item on the table again.	The City Council uses a motion to postpone to a definite time rather than this motion. Therefore, this is not needed in the rules.
7.4(b)	Objection to Consideration Upon any ordinance, resolution or other measure being laid out, or any motion being made, any Councilmember present, before there is any debate opened on the subject, may make a parliamentary objection to the consideration of the subject which need not be seconded. No debate shall then be permitted, and the Presiding Officer shall immediately put the question, "shall the objection be sustained"? If the objection is sustained by a vote of two-thirds (2/3) of the Councilmembers present or four (4) members of Council, whichever is greater, the ordinance, resolution, motion, or other measure is permanently defeated for that meeting and shall not be debated unless reconsidered under Section 6.1.b of these rules.	Objections to consideration are addressed in Robert's Rules of Order, which Council uses as a guide. Therefore, this is not needed in the rules.
7.4(c)	Closing of Debate If, during debate upon any ordinance, resolution, motion or other matter before the Council, any member moves that the subject under discussion be put to a vote without further debate (and such a motion need not be seconded), the Presiding Officer shall immediately ask the Council, "is there any objection to proceeding to a vote on the ordinance, resolution, motion, or other measure before the Council being taken immediately?" If any member objects, the Presiding Officer shall immediately and without debate put the question, "shall the subject being discussed be put to a vote, without debate?" to a vote of the Council, and if two-thirds (2/3) of the Councilmembers present or four (4) members of Council, whichever is greater, vote in favor of ordering the vote, debate on the question shall be closed and a vote on the ordinance, resolution, motion, or other measure taken immediately.	Calling the question is addressed in Robert's Rules of Order, which Council uses as a guide. Therefore, this is not needed in the rules.

8.1(b)	Citizen Standing Boards, Commissions and Committees The Council may create other committees, boards and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify not inconsistent with the City Charter, Code or state law. Memberships and selection of members shall be as provided by the Council if not specified by the City Charter, Code or state law. Any committee, board, or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a vote of four (4) members of the Council. No committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the Charter, Code or state law.	This change distinguishes between standing and ad hoc committees, which is addressed in the previous section. All actions of the City Council require a vote of four (4) members. Therefore, the second to last sentence is not necessary. The Council has specified the duties of each committee in Chapter 2 of the Friendswood City Code. Therefore, the last sentence is not necessary.
8.1(c)	<u>Council Liaison</u> <u>The Mayor may annually appoint councilmembers to serve as liaisons and alternate liaisons to various boards, commissions, and committees. Liaisons and alternate liaisons shall serve as conduits of information between the City Council and the board, commission, or committee.</u>	This section has been added so that all appointments are located in the same section.
8.2(a)	<u>Attendance of Liaison or Alternate Liaison</u> <u>A Councilmember, who has been appointed by the Mayor as a liaison to a specific board, commission or committee, shall attend all meetings of such board, commission or committee. However, if the liaison is unable to attend a meeting, such liaison shall notify the Councilmember appointed by the Mayor as an alternate liaison to such board, commission or committee so that such alternate may attend in the liaison's stead.</u>	This section establishes that a liaison and/or an alternate liaison should attend a committee meeting for which the Councilmember has been appointed as a liaison.
8.2(b)	<u>Attendance of Councilmembers</u> (1) <u>At no time shall a quorum of the City Council attend a meeting of a City board, committee, or commission unless a meeting of the City Council is posted in accordance with the Texas Open Meetings Act.</u> (2) <u>A Councilmember who is neither a liaison nor an alternate liaison to a specific board, commission, or committee may attend a meeting of any City board, commission, or committee; provided that his/her presence does not result in the attendance of a quorum of the City Council. If a quorum of the City Council is present at a meeting of a board, commission or committee, the City Council hereby finds that the order of precedence of those allowed to remain at the meeting, unless otherwise agreed by the Councilmembers who are not liaison or alternate liaison, will be as follows:</u> ➤ <u>Liaison;</u> ➤ <u>Alternate liaison;</u> ➤ <u>First Councilmember who is not the liaison or alternate liaison to appear at the meeting;</u> ➤ <u>Second Councilmember to appear at the meeting if the liaison or alternate liaison is not in attendance; and</u> ➤ <u>Third Councilmember to appear at the meeting if both the liaison and alternate liaison are not in attendance.</u>	This section specifies that a quorum of the City Council may not attend a committee meeting unless posted in compliance with OMA. This section sets forth the order of precedence for attendance at a committee meeting, unless otherwise agreed.
8.3	<u>Attendance at Meetings of Other Governmental Entities</u> <u>Unless an agenda is posted in compliance with the Open Meetings Act, the attendance at meetings at other governmental entities, where City business will be discussed, shall be in conformance with Section 8.2; provided that if there is no liaison or alternate liaison appointed, the first three Councilmembers in attendance shall be authorized to remain.</u>	This section requires compliance with OMA and establishes the order of precedence for attendance at a meeting of another governmental entity where City business will be discussed.
9.2	<u>Access to Information</u> <u>In accordance with Section 552.404 of the Texas Public Information Act, a Councilmember seeking to obtain confidential information from the City in his or her official capacity shall be required to sign a confidentiality agreement prior to being provided the requested confidential information. Such agreement shall, at a minimum, include:</u> (1) <u>an acknowledgment that the requested information is considered confidential under the Public Information Act or other applicable law;</u> (2) <u>an acknowledgement that the Councilmember receiving the information is prohibited from disclosing this information to any person who is not authorized to receive it, except as otherwise allowed by law;</u> (3) <u>an agreement not to release or share any portion of the confidential information with others unless otherwise permitted by law;</u> (4) <u>an acknowledgment that unauthorized disclosure of confidential information may result in criminal penalties under Texas Penal Code §39.06 (Misuse of Official Information) and/or other criminal or civil liability, and removal from office under applicable law; and</u> <u>an agreement to return the Record to the City Secretary or to destroy the same and provide a written verification to the City Secretary of such destruction.</u>	This section provides for the execution of a confidentiality agreement should a Councilmember request confidential information. Tex. Gov't Code §552.404.

On Section 7.4(a), regarding a Motion to Table, the Council agreed with using the motion to postpone instead of tabling. On 7.4(b) Objections to Considerations and 7.4(c) Closing of Debate, the Mayor agreed with the proposed changes as presented as they are already addressed in Robert's Rules.

On Section 8.2(b), regarding the protocol for the attendance of councilmembers at advisory meetings, which could result in a quorum of the Council, Councilmember Hanks stated that is an important and good thing for Council to establish. Mayor Pro Tem Ross suggested the solution to that is just posting a notice on all meetings of a possible quorum. Councilmember Hanks counter-suggested that they just call the liaison to say they would like to come, and the liaison could say if somebody else called. Mayor Pro Tem Ross made the comment that if he has time to attend a meeting, which he would not always know, he would like to attend. Assistant City Manager Leticia Brysch noted that the challenge in posting a City Council agenda for every single advisory and non-advisory board is creating an additional agenda along with everything staff does for a council meeting. Staff does not have the capacity nor resources to have all of those advisory and non-advisories meetings also be a City Council meeting. It is a large amount of time and resources that may or may not actually work to allow compliance with the Open Meetings Act (OMA), as the OMA requires that the items of discussion be posted on the agenda, so a notice of possible quorum won't be enough. Upon further discussion, Council established they would call the liaison or check if a meeting has three councilmembers present. If there are three, they would leave or ask a fellow councilmember if they could leave. It was also noted how this applied to Section 8.3 with other government meetings, such as the drainage district.

C. Discuss the Council liaison appointments and duties.

Mayor Foreman presented his proposed liaison appointments for internal city advisory boards, as follows:

ADVISORY BOARDS	COUNCIL LIAISON	ALTERNATE LIAISON	SCHEDULE
4th of July Steering Committee	Trish Hanks	Sally Branson	3rd Wednesday of every month at 6:00 p.m., in the CMO Conference Room, City Hall, 910 S Friendswood Dr
Capital Improvements Advisory Committee	John Ellisor	Trish Hanks	As needed, Council Chambers, City Hall, 910 S Friendswood Dr
Community & Economic Development	Sally Branson	Michael P. Ross	1st Wednesday, of every month at 4:00 p.m., in the Council Chambers, City Hall, 910 S Friendswood Dr
Keep Friendswood Beautiful	Trish Hanks	John Ellisor	4th Tuesday of every month at 5:00 p.m., in CMO Conference Room, City Hall, 910 S Friendswood Dr
Library Board	Randy Hale	John Ellisor	3rd Tuesday of every month at 6:00 p.m., in the Conference Room, Library Public, 416 S Friendswood Dr
Planning & Zoning Commission	Robert Griffon	Trish Hanks	2nd and 4th Thursday of every month at 6:00 p.m., City Council Chamber, City Hall, 910 S Friendswood Dr
Senior Citizens Advisory Board	John Ellisor	Robert Griffon	2nd Monday of every month at 10:00 a.m., in the Activity Building, 416 Morningside Dr
Zoning Board of Adjustment	Michael P. Ross	Randy Hale	As needed, Council Chamber, City Hall, 910 S Friendswood Dr

Mayor Pro Tem Ross asked if there is any conflict with him being the liaison for the Zoning Board of Adjustments with his son being on the board. Staff confirmed no because that is not financial; however, he could not go up to the podium and tell his son how to vote. Mayor Foreman then presented his proposed liaison appointments for external advisory boards, as follows:

ADVISORY BOARDS	COUNCIL LIAISON	ALTERNATE LIAISON	SCHEDULE
Clear Creek Watershed Steering Committee	Robert Griffon	Randy Hale	2nd Tuesday of every month, virtually
Galveston County Consolidated Drainage District (GCCDD)	Michael P. Ross	Robert Griffon	2nd Tuesday of every month at 6:00 p.m. in District Office, 1605 Whitaker Drive
Galveston County Mayors & Councilmember's Association (GCMCA)	All Council	N/A	The 2nd Wednesday of the month in January, March, May, July, September, and November, beginning at 6:00 p.m.
Gulf Coast Authority (GCA)	Mike Foreman	Michael P. Ross	2nd Thursday of every month at 5:30 p.m., Administrative Office, 910 Bay Area Blvd, Houston, Texas, 77058
Houston-Galveston Area Council (H-GAC)	Sally Branson	Mike Foreman	3rd Tuesday of every month at 10:00 a.m., 3555 Timmons Ln., Houston, 77027
Harris County Mayors & Council's Association (HCMCA)	All Council	N/A	3rd Thursday of each month (August – May) at 6:30 p.m. & June is always the Port Houston Tours, July is off.
Homeowner's Associations (HOAs)	All Council	N/A	TBD by HOAs

Mayor Foreman requested that the councilmembers speak to him if anyone has a problem with the proposed appointments. He stated this will be on the next council meeting and asked for their concurrence.

D. Discuss the Charter Review Commission and possible election.

Assistant City Manager Leticia Brysch introduced the item explaining that the Charter Review Commission is codified and composed of seven citizens. The Mayor selects them and the Council concurs with the appointments. Their duties are to review the charter and make possible recommendations for changes. If Council decides to move forward with those proposed amendments, they will have a charter amendment election in May. Mrs. Brysch noted this is done every five years. According to the Charter, the commission has to be called and meet. It does not, however, require Council to hold a charter amendment election. She then presented the Mayor's proposed appointments, as follows:

- Joe Matranga
- Robin Hall
- Ron Cox
- Kitten Brizendine
- Dave Smith
- Yolanda Belcher-Watson
- Madeline Short

Ms. Brysch then presented important dates, as follows:

8/3/2026	City Council appoints the (7) Charter Review Commissioners
8 – 12/2026	Commission meets to review Charter and consider recommendations for possible amendments
1/4/2027	Commission submits final report to the City Council Commissioners term ends
1/4/2027 or 2/1/2027	City Council may call a special election to consider amendments to the City Charter
2/19/2027	Last day to call a special election for May 1, 2027
5/1/2027	Election Day

At 10:29 A.M., Mayor Foreman recessed the meeting and later reconvened at 10:46 A.M.

E. Discuss the criteria and process for the City Council to consider requests from homeowners'/property owners' associations.

City Manager Morad Kabiri explained that this item is for the discussion of Homeowner's Associations (HOAs) requests for improvements to their private property, and issues on private properties, and to what extent the City engages and uses public funds for private purposes. He stated this item was brought up because at their last council meeting, two individuals got up and spoke about a pool on a property at 2205 Pine Avenue. Code enforcement went to the site, noticed a violation, summoned the individual to court, and the individual did not show up. Mr. Kabiri commented that they were not going to send police out to arrest people on code enforcement violations. He further noted the dollar amount to fence the property was only \$3,700. However, the City's total annual budget for this type of service is only \$3,500. Mr. Kabiri stated there are probably 150 vacant properties throughout the City of Friendswood and questioned if it is fair for the taxpayers to take care of some but not all properties.

In addition, Mr. Kabiri explained there are a number of HOAs throughout the community, but there is not a consistent policy on how the City decides which HOAs to partner with and use city dollars to benefit them versus the others. He noted that if the Council wanted to partner with every HOA, that would be a policy decision by Council, but if they decide to implement such policy, they will also need to add the corresponding monies in the budget. Mayor Foreman stated he understood that if they went out and put up a safety fence around the pool at 2205 Pine Avenue, the City would put a lien on that property. When the property is sold, the City will get its money back. Mr. Kabiri noted these properties rarely sell, as is evident by the handful of properties that the City mows each year out of the previously mentioned \$3,500 budget. Further discussion ensued regarding HOA responsibility.

Councilmember Hanks asked at what point does the City condemn a piece of property. Mr. Kabiri answered the City does not have a property maintenance code but does have a Substandard Structure Ordinance, so the buildings would have to be to the point of collapse. Mayor Pro Tem Ross suggested, just like their building code, they do a daily fine until they fix it. Mr. Kabiri replied they could do that, but it has to be prosecuted, and the judges have to accept the terms of the community. He noted when they take a case, most prosecutors will say because they are independent, they are allowed to make their own professional legal adjustment. Thus, the City does not have a sufficient case to fine them daily. Mr. Kabiri stated the simplest solution is, if there is a certain type of violation that Council is concerned about, the City needs additional funds to be able to address those issues and place liens on the property.

Mayor Foreman asked if there is anything they can do to the HOAs, such as citations. Staff responded no. In further discussions concerning the Council's safety concern of the pool on 2205 Pine Avenue, Mr. Kabiri suggested it could be their policy decision where violation must qualify as a severe safety threat to be addressed by the City. Upon further discussion, Councilmember Griffon summarized if the City has spent the \$3,500 budget, then what would come to Council is a budget amendment to fund that deal. Mr. Kabiri confirmed that is correct. Councilmember Griffon stated he would prefer to leave it that way because he is afraid if they let HOAs know there is \$100,000, for example, for this type of service, they are going to go crazy.

Councilmember Hale recommended the HOA be the first resort and if the City spends money, they file a lien. Councilmember Ellisor commented if HOAs can defer and let the City do their work for them, they certainly will. Thus, he recommended when citizens call, they be referred to their HOA. Councilmember Hanks asked if the City requires proof that the HOA has done their due diligence before the City goes out. Mr. Kabiri stated they could amend their code enforcement efforts; however, he was hesitant to

recommend if they notice a violation, not to do something and hope another entity takes care of it. Mayor Foreman suggested just adding that step in there to engage the HOAs. Regarding partnerships with HOAs, Council also reached consensus on having a case-by-case basis with an up-to partnership amount of zero.

F. Discuss the e-bike ordinance survey, possible regulations, and outreach efforts.

City Manager Morad Kabiri introduced the e-bike item noting that the State is going to look at some new laws in this next legislative session that may further strengthen the City's compliance and enforcement capabilities. City Attorney Karen Horner added there are cities nearby that have passed ordinances and others that have decided that there are sufficient laws to address the issue. Police Chief Josh Rodgers shared that the Communications Department has done a great job working with the Police Department (PD) to get education out along with the school districts. PD will continue to push that stuff out and maybe go a step further and have safety seminars. His recommendation is to stay the course and keep doing this education because there is no reason to mandate a city ordinance that says you cannot violate state law.

Mayor Pro Tem Ross commented that Highland Park made any e-bike, regardless of level, come in and register. They put a classification sticker on them so that officers could see whether or not it is compliant. Ms. Horner noted e-bikes are already required to have them. Mayor Pro Tem Ross acknowledged that but emphasized the registration piece. Mr. Kabiri then noted registration programs are not easily enforceable as residents need to know the program exists. They will do their best to communicate and educate the community on all the offerings the city has, both from a recreation as well as an enforcement standpoint, but it is still not going to reach everybody. In closing the discussion, Council gave kudos to Staff and PD for the drop in the amount of children on the road doing things they should not.

At 11:35 A.M., Mayor Foreman recessed the meeting and later reconvened at 11:50 P.M.

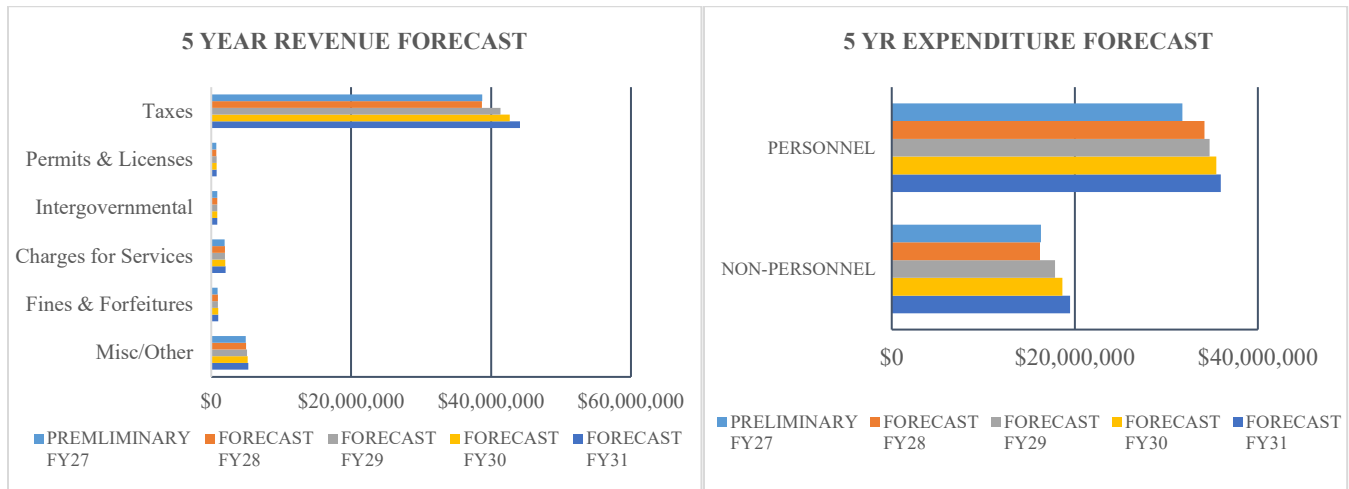
7. DISCUSSION ITEMS RELATED TO CITY OPERATIONS

A. Discuss the City of Friendswood budget and five-year financial plan process, plans, and overview of past, current, and upcoming budgets.

Finance Director Rhonda Boskas opened the item to share an overview of the City of Friendswood's Five-year Financial Plan (the "Plan") as well as a Preliminary Proposed Budget for Fiscal Year (FY) 2027. She noted the Financial Plan only takes into consideration the General Fund. Their planning tool for the Water and Sewer Fund is the rate study that is done every three to five years by a consultant, which was last done in FY24.

On the Financial Plan, Ms. Boskas stated they are estimating about a 7% tax-based growth in year one based on the preliminary values received from the appraisal districts on April 24th. They are also expecting a 2-3% increase in values in years two through five of the Plan including any new construction. The tax rate assumptions used in the plan in FY26 was the flat tax rate of a little over 52¢. In the plan for FY27, staff is using the Voter Approval Tax Rate (VATR) plus any unused increments that are available – and, right now, that is about a penny. In the out years of the plan, the staff is using the No New Revenue Rate (NNRR).

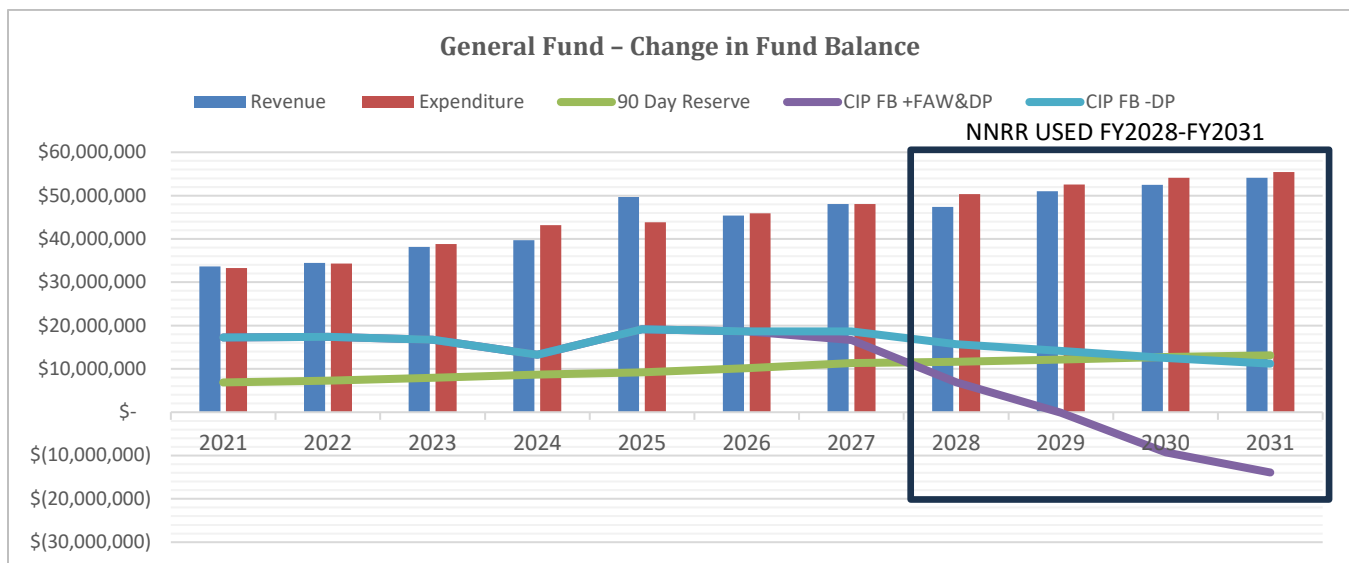
Ms. Boskas then presented the five-year revenue and expenditure forecast, as follows:



Next, Ms. Boskas presented the decision packages that were submitted by the departments for the five-year plan. The itemized lists were presented to Council with the total summaries being as follows:

DECISION PACKAGES	
FY2027 Unfunded	\$1,974,619.00
FY2028 Anticipated	\$5,913,111.00
FY2029 Anticipated	\$3,891,682.00
FY2030 Anticipated	\$5,756,865.00
FY2031 Anticipated	\$892,890.00

Ms. Boskas then presented the graph below representing the change in the General Fund balance.



Ms. Boskas noted after 2029, the City can no longer maintain the 90-day reserve requirement if they keep adopting the NNRR. The purple line represents the fund balance which would fall below the reserve requirement. City Manager Morad Kabiri noted it is required by the Charter and the Investment Policy to

present a balanced budget to Council. Thus, staff would not let that happen whether by increasing revenue or cutting services. He explained they did not want Council to be surprised, so they are doing this exercise so that the Council would know what is coming up over the next five years. Ms. Boskas closed the Plan discussion summarizing that the 90-day operating reserve is maintained through 2029. Staff used the VATR plus the unused increment in 2027 and then the NNRR through 2031. No decision packages are funded in the five-year window to allow for staff and the Council's input on the actual needs and available funding.

Onto the City of Friendswood preliminary FY2027 budget, Ms. Boskas recited their vision statement, goals, and budget process as follows:

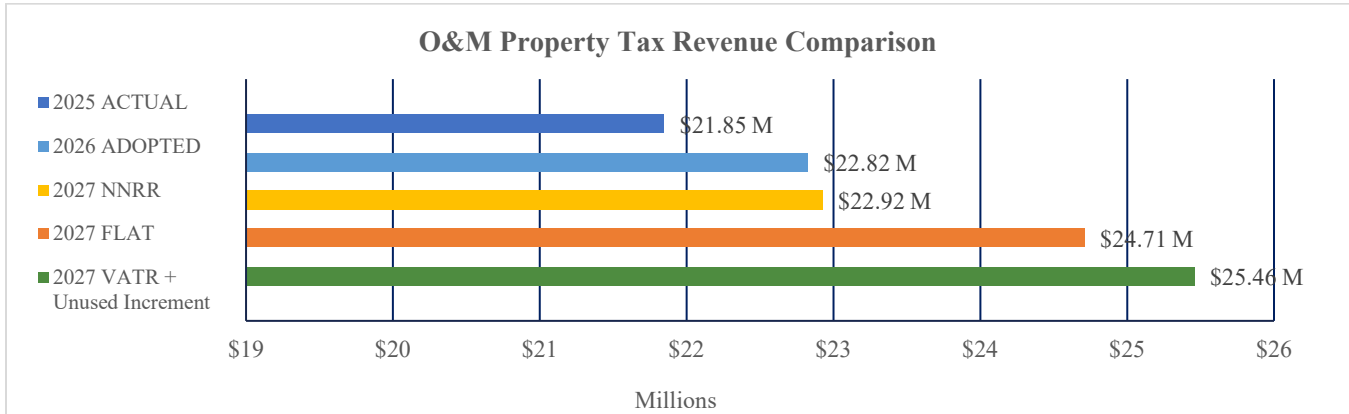
VISION STATEMENT	GOALS
Adopted by Council on July 1, 2024: <i>“The Friendswood City Council is dedicated to providing quality public services, fostering a vibrant economic climate, and ensuring robust emergency operations and fiscal responsibility.”</i>	1) To maintain a high level of service [funded by the Base Budget], 2) Investing in the diversification of our tax base, and 3) Fulfilling prior year initiatives.

BUDGET PROCESS
• Departments submit Decision Packages and base budgets to Budget Office • Budget Team (Department Directors, Finance, City Manager’s Office) meets to present and discuss submitted Decision Packages and Forces at Work • Department Directors rank Decision Packages • Budget Office meets with departments to review base budget • Key budget drivers are presented to City Council • Receive direction from City Council • Receive certified property values from appraisal districts and adjust preliminary proposed tax rate and budget as needed

Ms. Boskas explained that a decision package is a specific request for additional funding outside the base budget. It can be a one-time cost or an ongoing cost, meaning that it would become part of the base budget. Mr. Kabiri added that the base budget is intended to provide the same services the City has been providing. A decision package is intended to either replace something that cannot be funded as part of the base budget or to bring on a new initiative based upon what Council has asked for or a contract that Council approved.

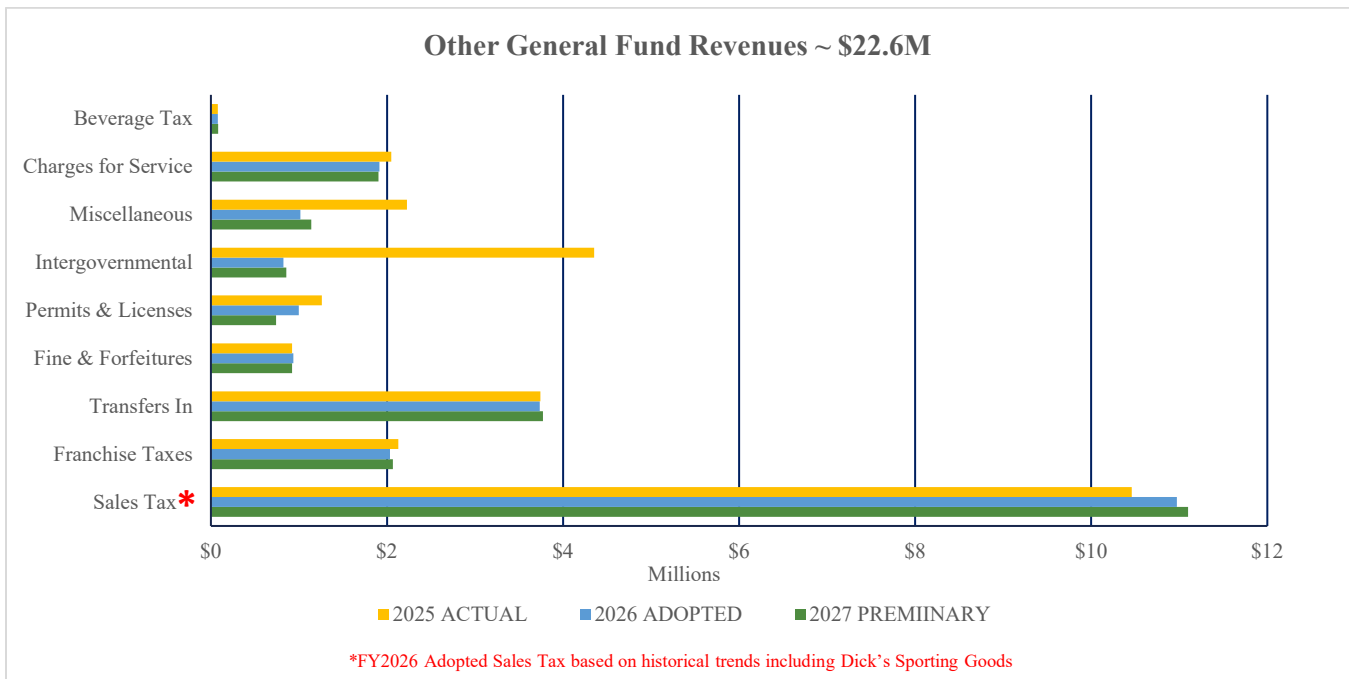
On the General Fund, Ms. Boskas presented the following information:

KEY BUDGET/TAX RATE DRIVERS			
Revenue	Personnel Costs - \$310K	Forces at Work - \$1.19M	Other Budget Drivers
• Permits decrease \$261K (-26%) • Sales Tax 2% increase \$401K	• 2.75% Merit Increase • 2.4% Health/Dental Insurance • TMRS Decrease (16.41% to 15.65%)	• FVFD Contract increase \$247K • FVFD Capital Equipment \$65K • FVFD/EMS VRF \$600K • Other Forces at Work \$282K	• IT Contract Service increase \$100K • Capital Lease payment \$1.3M or 30% over FY26 budget • Capital Maintenance Fund \$500K • Emergency Reserve \$500K



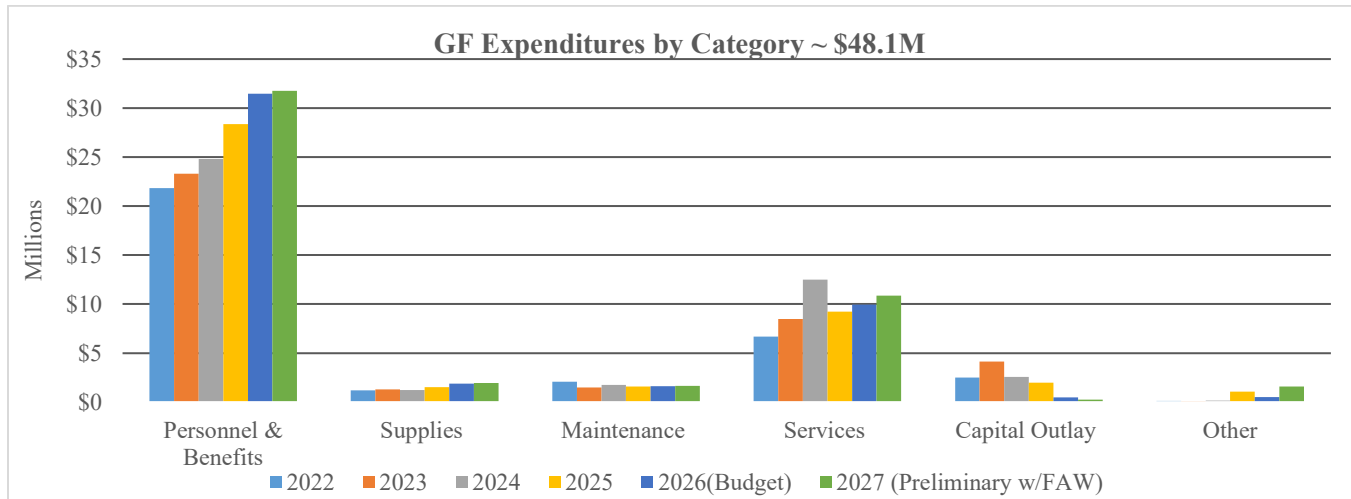
Ms. Boskas noted the Operations and Maintenance (O&M) Property Tax Revenue Comparison chart shows the 2025 actual, the 2026 adopted, and what the revenue would be if Council adopted the NNRR, the flat tax rate, and the VATR. The flat tax rate would provide about \$1.8 million in additional revenue over the NNRR. The City could fund current operating expenditures, but not the reserve for deferred maintenance, storms, nor their forces at work. The VATR plus the unused increment provides about \$2.5 million additional revenue and about \$750,000 additional revenue over the flat tax rate.

Ms. Boskas then presented the Other General Fund Revenues chart below, stating that they have their revenues projected at about \$22.6 million. She gave the disclaimer that the chart looks off for sales tax. Staff adjusted and backed out of the Dick's Sporting Goods tax revenue from the FY25 actual amount but could not adjust the adopted budget for FY26. She also noted their intergovernmental revenue looks really high in 2025 because that was their reimbursement for Hurricane Beryl.



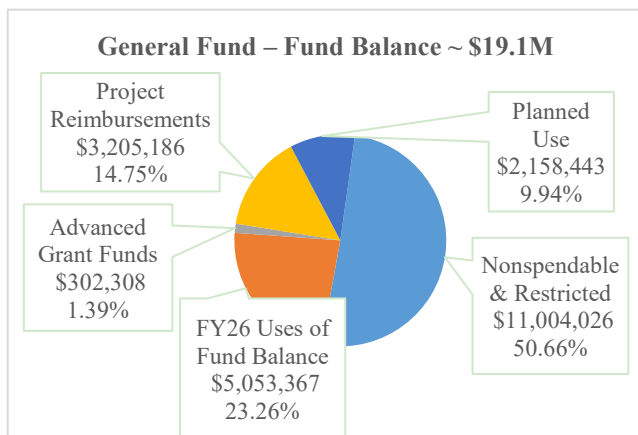
Ms. Boskas then announced their preliminary budget tax rates as: NNRR (\$0.4851), FLAT (\$0.5142), and VATR + Unused Increment (\$0.5264). The City's estimated taxable values right now are \$6.1 billion, including new construction. Staff also reduced the values by about \$2.4 billion for exemptions, the values on the free ceilings have been adjusted, and church properties have all been taken into account as well.

She displayed their projected new construction value (GCAD preliminary) at \$84 million, property values under protest at \$301 million, and tax debt service obligation at \$6.8 million. Ms. Boskas then proceeded to present their General Fund expenditures, as follows:



GENERAL FUND - FORCES AT WORK	
Forces at Work Description	NET TOTAL
Insurance Increase	\$14,000.00
Microsoft Licenses for PD (3 years)	\$27,000.00
ERP Software Cloud Conversion (City Wide)	\$55,000.00
FVFD Fire Suppression Contract	\$312,067.00
Police Motorola Equipment	\$59,987.00
Police Policy Accreditation Project	\$25,000.00
Police Peregrine Software (MVCPA)	\$95,500.00
House Bill 4144 Retiree Insurance	\$5,000.00
FVFD/EMS Vehicle Replacement Fund	\$600,000.00
TOTAL:	\$1,193,554.00

GENERAL FUND – UNFUNDED DECISION PACKAGES	
Decision Package Description	NET TOTAL
CAO: Deputy City Attorney (+1.0 FTE) (SPLIT 60/40)	\$134,190.00
DES_EMS: Three Full-time Paramedics (+3.0 FTEs)	\$451,641.00
DES_EMS: Ambulance Remount (A47)	\$225,750.00
DES_EMS: Cardiac Monitor and CPR Devices	\$185,000.00
LIB: Reference-Adult Services Librarian (+1.0 FTE)	\$107,643.00
CSO/PR: Office Records Clerk (+1.0 FTE)	\$68,573.00
PK: Pool Staff Pay Increase	\$18,095.00
DES FVFD: Support Truck Remount	\$350,000.00
PW: Street Striping Machine	\$189,750.00
CDD: GIS Vehicle	\$28,710.00
HR: Wellness Committee – Digital Wellness Platform	\$20,000.00
PK: Marketing Manager (Mid-Year Position reclassification)	\$22,832.00
PK: Recreation Manager (Mid-Year Position reclassification)	\$12,435.00
ENG: Infrastructure Asset Inventory & Asset Management Framework (SPLIT 40/60)	\$160,000.00
TOTAL:	\$1,974,619.00



With that, Mr. Kabiri asked for the Council’s direction on the General Fund. Mayor Foreman commended Staff for being on top of this and presenting a good budget. Councilmember Hanks complimented the process where departments work together and in looking ahead to start addressing those needs. She believes it is critical to be able to maintain what they have. Councilmember Branson noted that for some

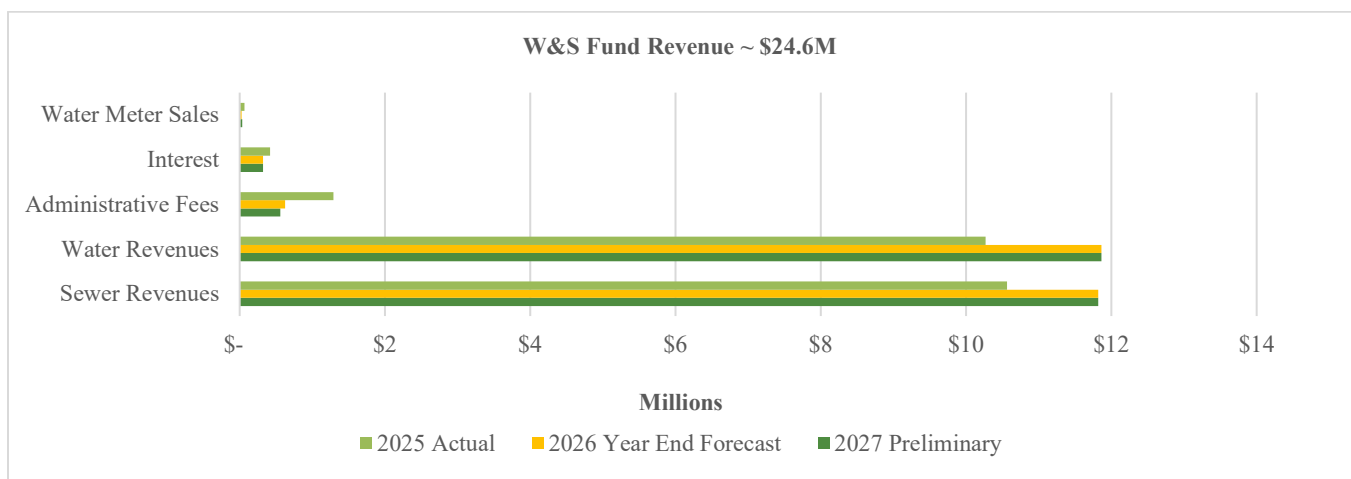
of those years presented, an aforementioned councilmember pushed really hard for the NNRR which has caused the City problems down the road. Thus, she appreciated staff looking down the road.

Mr. Kabiri explained that Councilmember Branson was referring to the City spending 15 years adopting the NNRR. The only years the City adopted a rate higher than the NNRR were in conjunction with the years the voters had approved issuing debt for specific projects or items. He noted what that caused, though, was that the City worked in the margins for so many years that they no longer have the ability to operate without cutting the service level. Councilmember Griffon noted, however, they have adopted a rate above the NNRR, to which Mr. Kabiri clarified that was to catch up for the previous 15 years, and further noted that in the last five years, they had to exceed that because the City's costs are coming in a lot higher, without the cost of inflation due to projects.

Councilmember Hanks recalled that when she first started on the Council, they never planned for deferred maintenance, and instead either fixed it or left it broken, and she did not think that was good management, and urged the Council to plan forward. She also noted that Friendswood residents expect what they want and at a minimum what they have, and should the City reduce services or does not give them what they are used to having, they would not be happy and that is just a disaster waiting to happen. Councilmember Griffon then mentioned they needed to think about whether they are going to raise their tax rate and at the same time have a bond election. Mayor Pro Tem Ross agreed with the sentiment that it's never a good year to raise taxes, but simultaneously having a bond election? To him, that is a bit much.

Onto the Water & Sewer Fund (W&S), Ms. Boskas presented the following:

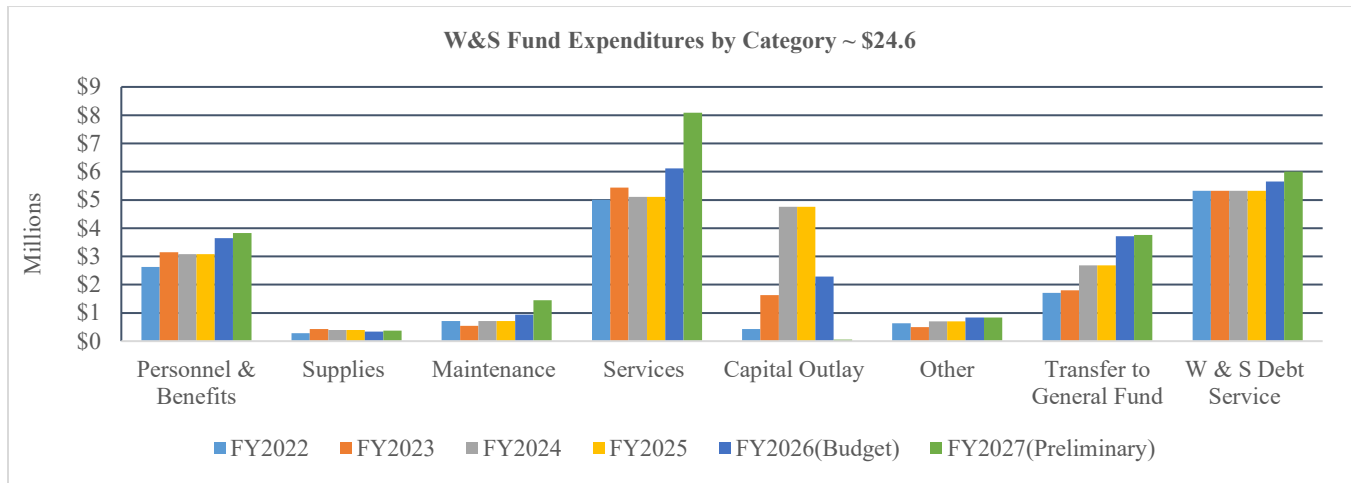
W&S FUND KEY BUDGET DRIVERS	
Personnel Costs – \$82K	Other Forces Work & Decision Packages
• 2.75% Merit Increase • 2.4% Health/Dental Insurance Increase • TMRS Decrease (16.41% to 15.65%)	• COH Raw Water Settlement, \$207K • SEWPP-CIP Program \$488K • Blackhawk WWTP \$284K • Blackhawk WWTP CIP \$1M • Blackhawk WWTP Backup Generator \$349K



On the Water and Sewer Fund revenue, Ms. Boskas stated they are estimating revenues at \$24.6 million – even with the final rate increase taking effect in January 2027 that was authorized by Council in 2024. She also noted there is a large increase in the administrative fees in FY25 which was related to the City

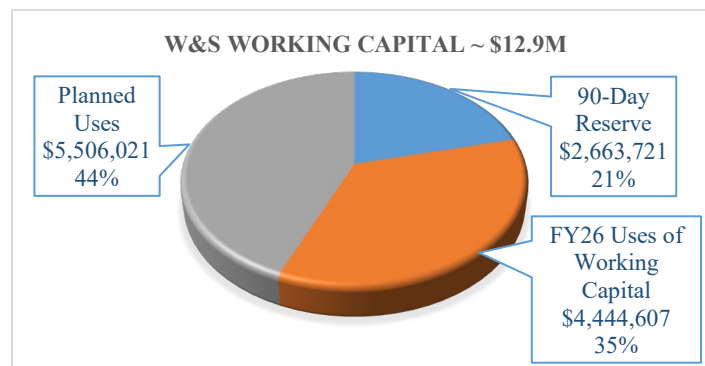
receiving a check from the City of Houston for a little over \$500,000 for some operating costs at the Southeast Water Purification Plant in 2024.

Onto expenditures, Ms. Blosskas noted that services are the largest portion of the Water and Sewer Fund expenditures, about 32% of all expenditures. The debt payments make up about 25% of the total expenditure budget, about \$6.2 million this year. Personnel make up about 15%.



W&S - FORCES AT WORK	
Description	NET TOTAL
City Wide: Health Insurance	\$9,600.00
PW: City of Houston Raw Water Settlement Agreement (FY27-FY35)	\$207,291.00
PW: Southeast Water Purification Plant – CIP Program	\$488,371.00
PW: Blackhawk WWTP Operational Increase	\$284,281.00
PW: Blackhawk WWTP CIP Program	\$1,040,000.00
PW: Blackhawk WWTP Backup Generation	\$348,920.00
TOTAL:	\$2,378,463.00

W&S - DECISION PACKAGES	
FUNDED	
Description	NET TOTAL
PW: Customer Service Compliance Coordinator + Vehicle (+1.0 FTE)	\$160,655.00
ENG: Wastewater Modeling Services	\$20,000.00
TOTAL:	\$180,655.00
UNFUNDED	
Description	NET TOTAL
ENG: Water System Infrastructure Planning & Hydraulic Model Update	\$950,000.00
TOTAL:	\$950,000.00



Onto Council feedback on the Water and Sewer Fund, Councilmember Griffon stated he does not support raising water and sewer fees. Mr. Kabiri cautioned that they have aging infrastructure and once they get done with some projects, there are going to be new projects to take their place. He further noted that the City has several thousand miles of water and sewer lines, and a lot of the cost increases are to pay for the

debt service associated with replacing those capital expenditures as well as the ones at the regional plants. So, Council does not have to raise rates, but those costs are going to have to come from somewhere else to fund it. Upon further discussion, it was also noted that Friendswood's tax rate is lower than Pearland and League City. Councilmember Hale suggested adding a newsletter on water bills where they can address the advantage of living in Friendswood by showing what they would be paying for water in Pearland, for example.

Ms. Blossas added that they are going to issue another round of water and sewer revenue bonds in the next fiscal year. She noted that was included as part of the rate study with all the capital projects that were listed out that were over \$100 million. So, the City does need those rates to pay that debt. Mr. Kabiri stated if they do not invest in maintaining their infrastructure, it has far more detrimental impacts to the health, safety, and wellbeing of our community.

With that said, Ms. Blossas presented the Council's next steps, as follows:

8/1/2026	Proposed Budget to be Delivered
8/3/2026	Budget Work Session
8/11/2026	Budget Workshop (Special Meeting)
8/24/2026	Proposed Budget Public Hearing (Special Meeting) <i>Budget could be adopted at this meeting</i>
9/14/2026	Public Hearing on Tax Rate
9/14/2026	Budget & Tax Rate Adoption

Upon further discussion, Councilmember Hanks shared her past experiences as the Superintendent of the local School District in which certain board members tried to get into the weeds and do the jobs of the budget managers rather than focusing on their duties on setting the vision, goals, and tax rate. She encouraged Council if they are brand new to this process or just uncomfortable with it, to book private time with Mr. Kabiri and staff. However, as a Council, she stated that was not their lane. Their job is answering: "Are we moving in the right direction? Did staff do their due diligence? Does it seem right to us? Can we afford this tax rate? Can our community afford this tax rate?" If a councilmember has a particular concern, staff is who they go to and get the details. If the councilmember still feels like they want to advocate for something different, then they would do it with all members of the Council, but the Council does not go through every single line item or item in the budget because there is so much to it, and it takes the staff months to put a proposed budget before them.

Councilmember Hanks understood that the Council may feel that because they are elected by the community, they are supposed to watch every detail; however, that is not the case. She further that they (the Council) are supposed to hire the City Manager and make sure that he is looking at the finances and that he hires good people to watch and protect the City's finances. Councilmember Hanks stated that the City has its checks and balances each month to make sure they are doing just what they are supposed to do with the City's finances in compliance with all related laws, and she noted that the Finance Department has a stellar reputation, and that should be trusted. She noted that when the State is overpaying the City in sales taxes, the Staff tells the State or Houston, "we owe you money for 10 years." She emphasized again that they are a stellar department, and she felt comfortable with the budget they brought forward. Further discussion ensued and a few directors shared their experience with the City's budget process. Councilmember Hanks commented that if it was a matter of adding another penny to keep the City's quality of life and safety, she would do that in a heartbeat.

Councilmember Branson also shared her experience with the budget process and stated that by the time Council sees the budget, the staff has vetted each other and worked together as a team. The Council just has to look at the direction and not be down in the weeds. They are helping set the policy, and they have hired good people to carry out that mission. Councilmember Hanks noted her only criticism is that the staff first tries to gauge what they think Council will agree to for a tax rate and then bring them that budget instead of saying, “we really need to do *this*.” She would much rather hear what is really needed, even if it means raising the tax rate. Then, the Council can debate the options. Councilmember Branson stated that she does not want things to get really bad before the staff presents those issues to the Council.

Mayor Pro Tem Ross then prompted a discussion on their ability to get City employees to live in Friendswood. Mr. Kabiri stated the solution may require some sort of pay incentive, but there is no way of doing that inexpensively and without impacting the tax rate. So, he encouraged Council to continue supporting merit increases and invest in resources, because it is not just paying salaries. He can hire four crew members to clear out all their storm sewer lines, but if they do not have the equipment and vehicle to transport what they have removed from the storm sewer system, that crew is useless.

Councilmember Griffon established that he was not asking for cuts, just maybe slowing the growth. He clarified he was never going to, not support Police, Fire, or EMS and the things that protect people out on the street. He is going to fund it. If that takes another penny out, he does not mind. He just asks that staff show him. In closing, Mr. Kabiri stated that Council is part of the team, they set the policy and their vision for the community. He encouraged them to have the wherewithal to establish them and then support the budget that is necessary to make sure that what they envision is actually being done.

8. DISCUSSION ITEMS REQUESTED BY CITY COUNCIL

A. Discuss the City of Friendswood Master Drainage Plan.

As the drainage items for discussion are related to projects on the proposed bond election, Council considered this item along with Item 8.B.

B. Discuss the 2026 Bond Election Ad Hoc Committee Final Report and propositions for a Bond Election to be held on November 3, 2026.

City Manager Morad Kabiri opened the item noting that he needs direction from the Council. He acknowledged that there is not a consensus as to what the desires are of the Council, which seems to be representative of the community as well. Mr. Kabiri addressed the Council’s request of identifying wants versus needs, stating that he did not highlight something as a need or a want because these are all very nuanced. For instance, the recreation center is a want and not a need; however, if the roof of the Activity Building cannot be repaired anymore, it will become a need because the City cannot house existing service levels. He further noted that, historically, Councils have said that the City’s basic responsibilities are infrastructure, Police, Fire and Emergency Medical Services (EMS), and the related services needed to support them, everything else considered quality of life items. Mr. Kabiri noted that this community has said through their subsequent budgets and support of bonds, that every aspect of the City’s operations go into the quality of life and asked that the Council keep that in mind and see if they can get some consensus on the bond propositions and potential election.

Mr. Kabiri then presented the Bond Committee’s recommendations, beginning on drainage with updated cost estimates. He noted that it was mentioned to put all the items on the ballot and see what the voters

wanted; however, he cautioned that they would get folks in Annalea supporting Annalea projects only, folks in Sunmeadow supporting Sunmeadow projects only, and so on. So, if the Council is going to include a drainage bond, Mr. Kabiri recommended that drainage be combined into a single proposition as it will include a listing of the subdivision projects, so voters will know what they are getting. Thus, it either passes or fails, and they would not have each item failing because they can only get support mustered up for individual subdivisions.

DRAINAGE				
Mitigation Type	Project	Description	Estimated Costs (Bond Committee)	Estimated Project Cost (Study)
Storm Sewer	Falcon Ridge and Brill Storm Sewer Improvements	Decommissioning of existing storm sewer conduits through private property, and additional capacity added in replacement lines.	\$6,012,000.00	\$20,400,000.00
Storm Sewer	Maplewood and Westwood Storm Sewer Improvements a/k/a Dunbar Estates Storm Sewer Improvements	Upsize existing storm sewer of Maplewood Drive, Westwood Drive and Tanglewood Drive with additional improvements to outfall.	\$1,482,000.00	\$34,000,000.00
Storm Sewer	Autumn Creek Neighborhood Storm Sewer Improvements	Upon combining the storage improvements of Alternative 1, Alternative 1B suggests upsizing existing storm sewer within the Autumn Creek neighborhood.	\$7,106,000.00	\$5,800,000.00
Ponds	Sun Meadow New Pond Construction	Utilize existing open space within the Sun Meadow neighborhood to provide detention volume and maintain recreational space.	\$3,262,000.00	\$7,500,000.00
Ponds	Autumn Creek Neighborhood Combine Ponds	Combine the three independent (Friendswood Oaks, Friendswood Cove and Autumn Creek HOA) detention basins, provide a consistent bottom elevation and increases the available storage for the neighborhood.	\$1,625,000.00	\$960,000.00
Channel	Chigger Creek Dig Out Drive Bridge Crossing	Not in Master Drainage Plan PPT	\$854,000.00	
TOTAL			\$ 20,341,000.00	\$68,660,000.00

DRAINAGE – Alternative 1				
Mitigation Type	Project	Description	Estimated Costs (Bond Committee)	Estimated Project Cost (Study)
Storm Sewer	Forest Bend and Forest Creek Storm Sewer Improvements	Extensive improvements to the Forest Bend storm sewer system replacing undersized storm sewer with new infrastructure to provide additional	\$32,264,000.00	\$128,000,000.00

Councilmember Griffon stated that while he supported all drainage projects, he does not feel like this one is ready to take to residents. He recommended they push drainage for just one or two years to look at other needs. Mayor Foreman agreed on holding off on drainage. Councilmember Branson asked what happens if they push drainage from this November to next November and if there are any legislative concerns. Mr. Kabiri stated there is nothing that he knows of that would impact these projects.

At 1:59 P.M., Mayor Foreman and Councilmembers Ellisor and Branson stepped out of the meeting, and all later returned by 2:20 P.M.

Mr. Kabiri asked if the consensus of Council is to postpone drainage if they have a bond election. Council agreed. Councilmember Branson added that she would not want to go out for a bond election this November and then again next November. Upon further discussion, Councilmember Griffon mentioned wanting to see what their storm sewers are like. Mr. Kabiri noted Deputy City Manager Steven Rhea suggested to get a proposal to contract out the evaluation to see what those lines entailed. Then, once that data is received, the staff can then go clean those lines in house. It was then summarized that the direction of the Council is to remove drainage from the bond process and evaluate storm sewers.

STREETS & TRANSPORTATION		
Project	Description	Estimated Costs (Bond Committee)
Sidewalks	Construction of new sidewalks and to fill in gap areas of existing sidewalks	\$1,000,000.00
Bay Area Blvd. from FM528 to City's Wastewater Treatment Plant	Full reconstruction of the road to restore a safe and durable roadway surface and address underlying base/subgrade deficiencies.	\$6,000,000.00
Stadium Lane	Full reconstruction of the road to restore a safe and durable roadway surface and address underlying base/subgrade deficiencies.	\$2,500,000.00
Murphy Lane	Full reconstruction of the road to restore a safe and durable roadway surface and address underlying base/subgrade deficiencies.	\$1,500,000.00
TOTAL		\$11,000,000.00

On Streets and Transportation projects, Mr. Kabiri addressed Councilmembers Branson and Griffon request to use the City's street maintenance sales tax revenues to reconstruct the proposed roads and stated that that currently that line item only has \$1.04 million available, which is not enough to tackle these projects, but may be able to cover some of Murphy Lane. He further explained that these proposed projects are appropriate for bonds because they are going to be very expensive and once completed, they will not be touched again for the next 50 years. Mr. Kabiri again noted that as it relates to needs versus wants, he classified these projects as needs because the maintenance of streets is one of the City's core responsibilities.

Councilmember Branson asked if they could separate streets from sidewalks because she believed sidewalks will pass and they cannot use the Street Maintenance Sales Tax for sidewalks, to which Mr. Kabiri replied that they could. Councilmember Branson also stated that it sounds like they need to beef up the sidewalk number and Councilmember Hanks agreed. Community Development Director Aubrey Harbin noted the Active Transportation Plan has dollar amounts for recommended sidewalk projects that can be used to identify a better number for the sidewalks bond proposal. Councilmember Branson requested that the staff take another look at that plan as the Council is always hearing about the need for safe sidewalks to school. Councilmember Hanks agreed that they should prioritize safe sidewalks to schools. It was then summarized that the direction of the Council is for the staff to look at the Active Transportation Plan and come back with a recommended amount for sidewalks.

CITY FACILITIES		
Project	Description	Estimated Costs (Bond Committee)
Fuel Islands (15355 Blackhawk Blvd. & 1600 Whitaker Dr	Construction of two fuel islands one on each side of the creek; i.e. Blackhawk Building for Harris County and Public Safety Building for Galveston County to ensure that the City has the fuel necessary to continue services for Emergency and City vehicles and equipment during emergency events and the creek floods eliminating access to the north and south portions of the city. These fuel islands will also facilitates the servicing of City vehicles and equipment at a lower costs than using commercial fuel locations.	\$500,000.00

Public Safety Building Parking Lot Expansion (1600 Whitaker Dr)	Expansion of the parking area of the PSB to accommodate parking for emergency vehicles (ambulance, fire apparatus and other misc. Fire, EMS and Police vehicles and equipment) both for existing and future growth.	\$750,000.00
Fire Station 4 Expansion (111 Woodlawn Dr)	Expansion of a third apparatus bay and additional dorm room space to accommodate the housing of the City's future growth and needs for its fire services.	\$4,000,000.00
City Hall Renovations (910 S Friendswood Dr)	Renovation to the lobby area, multiple department suites and the existing restroom facilities.	\$700,000.00
TOTAL		\$5,950,000.00

On City Facilities, Mayor Foreman stated he liked all these items, but the City Hall renovations “optically is a little bit of a killer for this bond item.” Mr. Kabiri offered they could scale it back to restrooms and air conditioning. Mayor Foreman agreed and stated they should go for the fuel island, parking lot, Fire Station 4, in one proposal and have City Hall renovations for plumbing and mechanical separately at maybe half a million. Mayor Pro Tem Ross stated that he was going to advocate, if there was anything left over in the proposed budget, to include the fuel island. Mr. Kabiri noted they are not going to be voting on this until August and, by then, Council will have the draft budget. They can then scratch out the Fuel Island if they have a quarter of a million dollars available.

PARKS AND OPEN SPACES		
Project	Description	Estimated Costs (Bond Committee)
Stevenson Park Parking Lot Expansion and Related Improvements	Construction of additional parking capacity through the redesign, expansion and implementation of related improvements at the entrance of Stevenson Park. Improvements to the grading and elimination of the large ditch between Stevenson Park and City Hall, and other necessary drainage improvements throughout the park.	\$3,200,000.00
Sports Complex Upgrades (Renwick and Centennial Parks)	Renwick Park upgrades include a new restroom building, the renovation of the meeting room and concession stand, safety improvements for five press boxes and field seating, and the retrofitting of all existing fields with LED lighting. Centennial Park upgrades include new soil and regrades all existing fields back to center crown and on the nine (9) playing field areas, the installation of a new playground and new shade structure to replace the current structure(s) and the retrofitting of all existing fields with LED lighting.	\$4,225,000.00
Friendswood Lake Park Bulkhead and Trail Repair	Installation of a bulkhead along the Northeast corridor of the lake and removal of the current wooden boardwalk and replace it with a concrete path to match the existing trail in order to reduces erosion.	\$2,400,000.00
Stevenson Aquatics Facility Upgrades and Infrastructure and Related Systems Improvements - Rehabilitation of existing 25-Meter Pool	Base upgrades to existing facility to update the aging pool infrastructure and supplies. Includes Removal of existing pool and construction of an all-new 25-Meter, 10-Lane Pool, including pool infrastructure and supplies (pipes, pumps, drainage, gutter, skimming systems).	\$3,800,000.00
TOTAL		\$13,625,000.00

Assistant City Manager Leticia Brysch noted that the Bond Committee gave alternatives for the pool item and that all of the costs with the different alternatives were included in the 1¢ proposed tax rate.

PARKS AND OPEN SPACES – Alternatives For Aquatics Facility		
Project	Description	Estimated Costs (Bond Committee)
Option 1: Stevenson Aquatics Facility Upgrades and Infrastructure and Related Systems Improvements - Construction of 50-Meter, 10-Lane Pool	Base Project \$3,800,000 plus \$2,000,000 for the removal of existing pool and construction of an all-new 50-Meter, 10-Lane Pool, including pool infrastructure and supplies (pipes, pumps, drainage, gutter, skimming systems). This option also includes updated facilities to support programs and operations. This option would be within the Bond Committee's recommended one-cent tax rate increase.	\$5,800,000.00
Option 2: Stevenson Aquatics Facility Upgrades and	Base Project \$3,800,000 plus, \$1,200,000 for a new 25-meter pool plus: Addition of an Aquatic Play Unit with interactive water play features and	\$5,000,000.00

Infrastructure and Related Systems Improvements - Additional of Aqua Play Unit	slides that is safe for all ages. This option would be within the Bond Committee's recommended one-cent tax rate increase.	
Option 3: Stevenson Aquatics Facility Upgrades and Infrastructure and Related Systems Improvements - 50-Meter, 10-Lane Pool and Aqua Play Unit	Base Project \$3,800,000 plus, \$3,200,000 for the removal of existing pool and construction of an all-new 50-Meter, 10-Lane Pool, including pool infrastructure and supplies (pipes, pumps, drainage, gutter, skimming systems). This option also includes updated facilities to support programs and operations. Aquatic Play Unit with interactive water play features and slides that is safe for all ages. This option would be within the Bond Committee's recommended one-cent tax rate increase.	\$7,000,000.00

Councilmember Branson stated that she would like to see the 50-meter pool and believed it would be reasonable to up their fee if they have an upgraded facility.

PARKS AND OPEN SPACES – New Community/Recreation Center At Morningside Dr		
Project	Description	Estimated Costs (Bond Committee)
Construct new Community/Recreation Center to replace the Activity Building at 416 Morningside Drive and expand program and services for all age levels.	The existing Senior Center building has reached its end-of-life. This option would replace the existing Activity Center with a new multi-level Community/Recreation Center in order to fit the existing property footprint and expand program and services to	\$47,000,000.00

Onto the discussion of the Community/Recreation Center, Councilmember Griffon stated he believed this item is a need and not a want. The Activity Center is the oldest building in the City; it is decrepit and the most in need of repair. He stated the most important thing this City needs, is a facility located in Downtown Friendswood that can house a whole lot more than just the Senior Activity Center. He added it would draw attention to Downtown and that he thinks they can do it for \$16 million at 44,000 square feet. Councilmember Branson stated she would also like to see a community center Downtown because that is their economic engine. She added that she would love to see them sell off the land where the Library is and have that entire block. Councilmember Griffon agreed but did not see that as “mission ready” either.

Mr. Kabiri stated if the consensus is a community center, then staff will start formulating the verbiage of community center between now and their August meeting. To Councilmember Branson’s point, Mr. Kabiri stated he would love to have the front parcel, but the property owner has demonstrated that he is not willing to do anything. Council also requested that the community center be a standalone item. In closing, Mayor Pro Tem Ross stated he would not be advocating for a bond election at this time as some of these things have not been “baked” enough. Mr. Kabiri assured staff has enough information to present to Council something in August and they could then kill it then.

9. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the July 8, 2026, City Council Special Meeting at 3:09 P.M.

Mike Foreman, Mayor

Attest:

Raquel Martinez, City Secretary

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: August 24, 2026

Date submitted: 07/06/2026

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider approving the minutes of the City Council and Friendswood Employee Benefits Trust Joint Meeting held on August 3, 2026.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for the review and approval of the minutes of the City Council and Friendswood Employee Benefits Trust Joint Meeting held on August 3, 2026. The minutes are attached for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1.	2026 08 03 CC Draft Minutes, Joint
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**MINUTES OF THE JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD AND
FRIENDSWOOD EMPLOYEE BENEFIT TRUST (FEBT)
August 3, 2026**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD AND THE FRIENDSWOOD EMPLOYEE BENEFIT TRUST (FEBT) MET IN A JOINT MEETING ON MONDAY, AUGUST 3, 2026, AT 5:31 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	Councilmember, FEBT Trustee
Sally Branson	Councilmember, FEBT Trustee
Trish Hanks	Councilmember, FEBT Trustee
Robert J. Griffon	Councilmember, FEBT Trustee
Randy Hale	Councilmember, FEBT Trustee
Michael P. Ross	Mayor Pro Tem, FEBT Trustee
Mike Foreman	Mayor, FEBT Trustee
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 5:31 P.M. All members were present.

2. INVOCATION

The invocation was led by Minister Mike Ross of Friendswood Church of Christ.

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

Mayor Foreman led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Mayor Foreman opened the item inviting Council to provide their comments. Councilmember Branson announced that their Annual Labor Day Ice Cream Social will be back at the Perry Home on Labor Day from 5:00 P.M. to 7:00 P.M. Councilmember Hanks shared that the Friends of the Library are having a gala fundraiser on September 26th. It is open to the public and tickets are on sale on their website. She also noted that they have a scholarship for adults who did not finish high school to get their GED. Lastly, she reminded everybody that school will be starting before Council meets again. As there will be traffic and kids, she advised everyone to slow down and pray for a safe school year.

Councilmember Griffon spoke on the drainage districts and reported that the Harris County Flood Control District is getting together a couple of webinars and Zoom meetings for people interested in the Friendswood Regional Storm Water Detention Basin. He urged everyone to go on their website, register, and give their input. Councilmember Hale shared over his new liaison assignment to the Library Board

that starts next month and of his tour he took of the Library. He found it interesting they have a door count of people going in and out of the Library and that they get tens of thousands of people per month. He commented that the Library is probably the greatest draw they currently have in Downtown Friendswood.

As the current liaison to the Library Board, Mayor Pro Tem Ross expressed he has been really impressed with the operations of the Library. He noted that the gala is to replace, replenish, and make sure all their equipment and facilities are in tip-top shape. He stated that it was Casino Night and encouraged everyone to dress up fancy and raise some money for a great cause. Mayor Foreman thought it was important to point out that they do fund the Library with tax dollars, but that it is less than 1% of their budget. The Library does not get a lot of money, and yet they do amazing programming. He commented that it is nice that they have a group that supports them in addition to the funding they get from the City. He lastly commented over the Parks Department and that he attended their "Dive-In" movie last week. He stated that they watched Finding Nemo and that there must have been 400 people out there at the pool watching the movie.

5. PUBLIC COMMENT

Mayor Foreman announced the following citizens had signed up to provide a public comment.

Mr. Ty Summers spoke to Council to apologize for unknowingly starting to build a fence without meeting the City's code, explaining that he intended to protect his young children from speeding traffic near the high school and requested permission to complete the fence.

6. COMMITTEES OR SPECIAL REPORTS

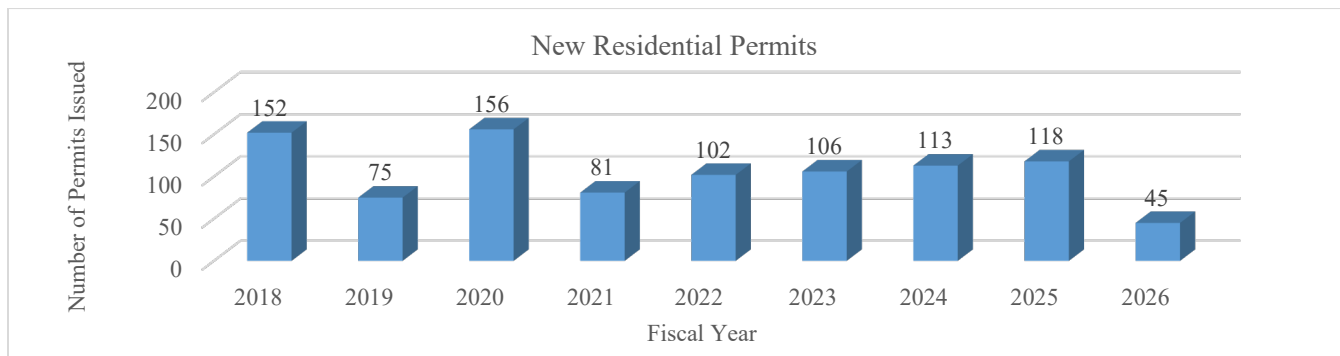
A. Receive the Community & Economic Development Committee Annual Report.

Mayor Foreman noted that the Community & Economic Development Committee Annual Report was attached to the agenda for Council review and that there was no in-person report. As their liaison, Councilmember Branson expressed her appreciation for all the work they are doing.

B. Receive the Community Development Department's Quarterly Update.

Community Development Department (CDD) Director Aubrey Harbin presented CDD's Quarterly Update to Council. She began on the note that they have had 10 Development Review Committee (DRC) meetings from April through July. They also have personnel changes, including Building Inspector Mark Vail being promoted to Deputy Building Official and Building Inspector Robert Cantu leaving to another City for a promotion. She also briefly noted that they are working on getting a third-party consultant for damage assessments in case of another event, as FEMA will not offer the support they historically have for damage assessments.

Ms. Habin then discussed their residential permits with the chart below, noting they have seen a significant decline of new residential building permits this year. She is projecting Friendswood will have 45 new homes for this budget year ending September 30th.



Next, Ms. Harbin discussed their new commercial projects that are available on their Friendswood Story Map, including: The Edge at W Edgewood Drive, Augusta Kelly Office Building at 403 Laurel, and the Sterling Falls Venue at 2600 S Friendswood Dr. Councilmember Griffon reminded everyone that the story map gives a detailed picture and breakdown of all the developments in Friendswood, and he thanked Ms. Habin for sending him those maps. Ms. Habin said it was no problem and added that the Bay Area Houston Economic Partnership (BAHEP) monthly newsletter also promotes their story map.

Ms. Harbin additionally presented the following updates to Council:

GIS DIVISION UPDATES
Personnel - New position filled – Russell Kidd, GIS Field Tech - Summer Intern until August – Austin Allen Projects - Public survey dashboard for bond propositions Daily work (Since March 2026) - Reviewed 386 data for subdivisions – legal descriptions, recording numbers and recording dates - Reviewed Resolutions for historical spatial information – digitized 109 easements - Created 63 new addresses – new requests and adding missing addresses compared to UB Addressing - Data Digitized (Water distribution as example): 18 Fire Hydrants 400 Fittings 82 Valves 17 Water Meters

RESILIENT COMMUNITIES PROGRAM (RCP) TEXAS GENERAL LAND OFFICE
\$250,000 grant to update the Comprehensive Plan 24-month project - Forward-looking and integrated with the Galveston and Harris County Hazard Mitigation Plans - Identify local hazard risks and how to mitigate against those risks - Population study, housing study, land use study/plan, and Zoning Ordinance amendments

PLANNING & ZONING COMMISSION UPDATES
April – June 2026 - Welcomed new commissioner 2 reappointed commissioners 4 Meetings 2 site plans 16 plats (15 preliminary; 0 final; 1 replat) 2 zone change recommendations 2 recommendations for ordinance changes 1 recommendation for release of easement Planning Subcommittee - Comprehensive Plan Update with Ardurra Group Ordinance Subcommittee - Zoning Ord: Annual review of Permitted Use Table - Zoning Ord: Multi-family density - Zoning Ord: Mobile food vendors in response to state law changes – no changes necessary - 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

COMPREHENSIVE PLAN UPDATE	
Community Events 10/26/2025 - Halloween in the Park public event Focus Group Meetings 9/16/2025 – City staff 10/6/2025 – City Council 11/13/2025 – Planning and Zoning Commission Comprehensive Plan Advisory Committee (CPAC) 12/16/2025 – CPAC Meeting 1 2/23/2026 - Bus Tour 4/30/2026 - CPAC Meeting 3 9/7/2026 – Tentative Date for Meeting 4 (Review Final Plan) Stakeholder Meetings 2/19/2026 - Teen Leadership Program 3/17/2026 - Panhandle Property Owners 3/17/2026 - Emergency Operations Center (EOC) staff 3/17/2026 – FDEDC	Survey – closed at end of March Flier distribution to schools, at public events and meetings, on web site; over 300 responses received Next Steps: • Draft Recommendations – plan and implementation (July/August) • Council work session August 11 – present Vision and Guiding Principles, • Draft Plan – finalization and adoption of the plan (October/November) https://comprehensiveplan-fwd.hub.arcgis.com/

With that completing the presentation, Mayor Foreman proceeded to take the agenda out of order and considered the Municipal Budget Items 8.A. through 8.E. prior to the Work Session Items 7.A. and 7.B.

8. MUNICIPAL BUDGET FOR FISCAL YEAR 2026-2027

A. Receive and discuss a presentation regarding the City of Friendswood Proposed FY2026-27 Municipal Budget.

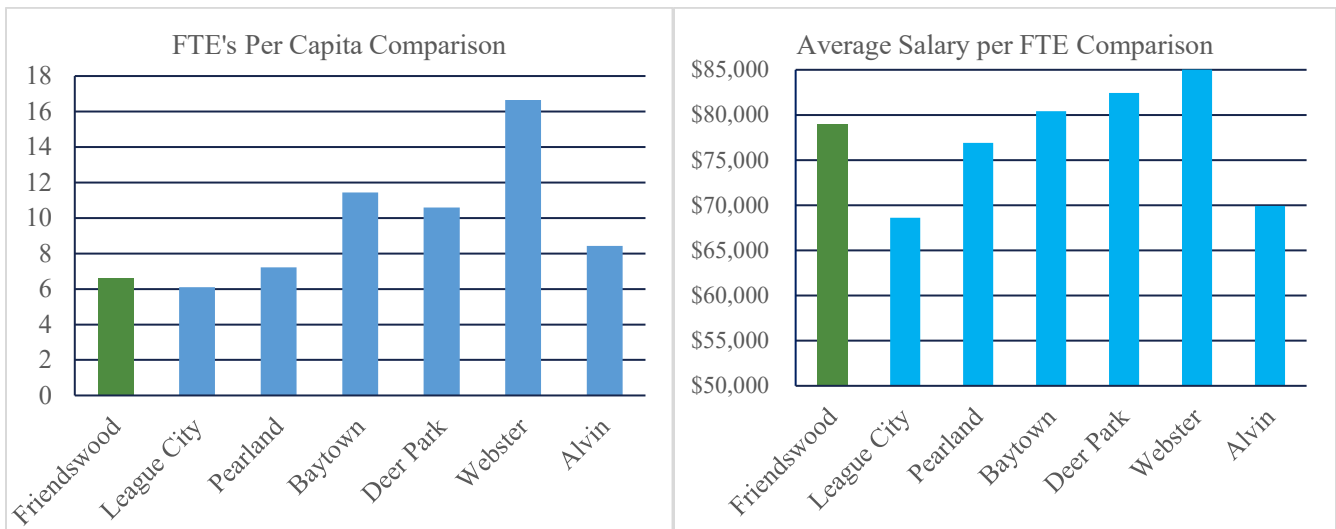
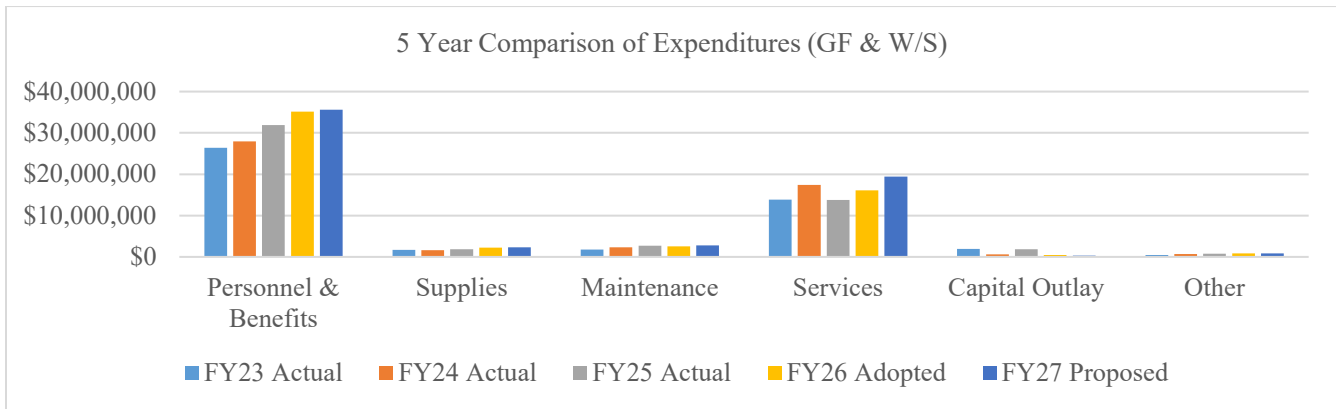
City Manager Morad Kabiri presented the City of Friendswood Proposed FY2026-27 Municipal Budget with the following highlights:

VISION STATEMENT
Adopted July 1, 2024
<i>“The Friendswood City Council is dedicated to providing quality public services, fostering a vibrant economic climate, and ensuring robust emergency operations and fiscal responsibility.”</i>

KEY BUDGET DRIVERS
• Debt Service Obligations • Personnel Costs • Deferred Maintenance • Severe Weather Expenditures • Emergency Response Vehicles • Other Forces at Work • FVFD Contract

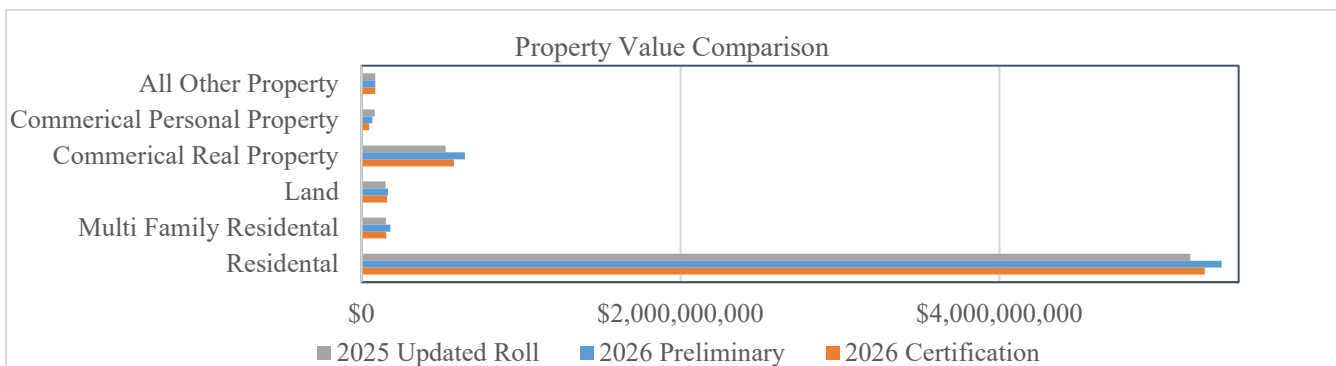
TOTAL PROPOSED REVENUE (ALL FUNDS) ~ \$129.4M		
Where Does The Money Come From?		
25% \$32.5M Property Tax	<1% \$0.7M Permits & Licenses	13% \$16.9M Other Tax
7% \$9.2M Grants & Interlocal	19% \$24.6M Utility Services	2% \$2.0M Community Services
<1% \$1.0M Fines	33% \$42.4M Other	

TOTAL PROPOSED EXPENDITURES (ALL FUNDS) ~ \$129.4M		
Where Do The Dollars Go?		
8% \$10.9M General Government	5% \$6.4M Parks & Recreation	15% \$17.9M Community Development & Public Works
18% \$23.8M Public Safety	1% \$1.3M Engineering	1% \$1.6M Library
1% \$1.0M Fleet Replace-Ment	10% \$13.3M Debt Services	41% \$53.2M Capital Improvements



PRELIMINARY VS. CERTIFIED TAX RATES		
	Preliminary	Certified
No New Revenue Rate	\$0.48510	\$0.51484
Proposed Tax Rate	\$0.52640	\$0.55972
Difference between NNRR and Proposed Tax Rates	\$0.04130	\$0.04488

Mr. Kabiri then announced that the staff is proposing a budget tax rate of \$0.559723; No New Revenue Rate (NNRR) at 51.48¢ and Voter Approval Tax Rate (VATR) + Unused Increment at 58.698¢. The City's estimated taxable values are at \$5.77 billion with projected new construction values at \$78.1 million, property values under protest at \$338 million, and tax debt service obligation at \$6.8 million.



GENERAL FUND					
Funded Forces At Work			Unfunded Decision Packages		
Dept	Description	Net Total	Dept	Description	Net Total
DES	Fire and EMS Equipment Replacement - Transfer to Vehicle Replacement Plan	\$600,000	CAO	Deputy City Attorney (+1.0 FTE)	\$134,190
FIN	Deferred Maintenance Allocation	\$500,000	DES_EMS	Three Full Time Paramedics (+3.0 FTE)	\$451,641
DES	Severe Weather Expenditures	\$500,000	DES_EMS	Ambulance Remount (A47)	\$225,750
HR	House Bill 4144 Retiree Insurance	\$5,000	DES_EMS	Cardiac Monitor and CPR Devices	\$185,000
IT	Police Department Microsoft Licenses (Year 1 of 3)	\$27,000	LIB	Reference - Adult Services Librarian (+1.0 FTE)	\$107,643
IT	Enterprise Resource Planning Software Cloud Conversion	\$55,000	CSO/PR	Office Records Clerk (+1.0 FTE)	\$68,573
PD_Admin	Police Policy Accreditation Project	\$25,000	P&R_Rec	Seasonal Summer Staff Wage Increase	\$18,095
PD_Patrol	Motorola Equipment Service Contract	\$59,987	DES_FVFD	Support Truck Remount	\$350,000
CSO	Special Election Services - Bond Election	\$150,000	PW_Streets	Street Striping Machine	\$189,750
FVFD_Fire	FVFD Contract Increase	\$312,067	CDD_GIS	GIS Vehicle	\$28,710
Total Forces at Work		\$2,234,054	HR	Wellness Committee - Digital Wellness Platform	\$20,000
Funded Decision Packages			P&R_Rec	Marketing Manager (Mid-Year Position Reclassification)	\$22,832
Dept	Description	Net Total	P&R_Rec	Recreation Manager (Mid-Year Position Reclassification)	\$12,435
City Wide	Merit 2.75%	\$310,126	ENG	Infrastructure Asset Inventory & Asset Mgmt Framework	\$160,000
Total Decision Packages		\$310,126	Total Unfunded Decision Packages for General Fund		\$1,974,619

WATER & SEWER FUND					
Funded Forces At Work			Funded Decision Packages		
Dept	Description	Net Total	Dept	Description	Net Total
PW_WO	City of Houston Raw Water Settlement Agreement (FY27-FY35)	\$207,291	City Wide	Merit 2.75%	\$80,491
PW_WO	Southeast Water Purification Plant - CIP Program 2023-2027 (Year 5)	\$488,371	PW_WO	Customer Service Compliance Coordinator +Vehicle (+1.0 FTE)	\$160,655
PW	Capital Sewer Line Maintenance	\$500,000	ENG	Wastewater Analysis Services	\$20,000
PW_SO	Blackhawk WWTP Operational Increase	\$284,281	Total Decision Packages		\$261,146
PW_SO	Blackhawk WWTP Back-Up Generation	\$348,920	Total FAW & Decision Packages for Water & Sewer Fund		\$3,130,009
PW_SO	Blackhawk WWTP CIP Program (Year 1)	\$1,040,000	Unfunded Decision Packages		
Total Forces at Work		\$2,868,863	Dept	Description	Net Total
			ENG	Water System Infrastructure Planning & Hydraulic Model Update	\$950,000
			Total Unfunded Decision Packages for Water & Sewer Fund		\$950,000

With that said, Mr. Kabiri presented the Council's next steps, as follows:

8/11/2026	Budget Workshop (Special Meeting)
8/24/2026	Proposed Budget Public Hearing (Special Meeting) <i>Budget could be adopted at this meeting</i>
9/14/2026	Public Hearing on Tax Rate
9/14/2026	Budget & Tax Rate Adoption

Mayor Foreman commented this was not the best news, but he wanted to continue full speed ahead with the proposed budget and tax rate. He noted that the City needs Fire and Emergency Medical Services (EMS) equipment, an emergency fund, deferred maintenance, etc., and the Council cannot continue to kick these expenditures and needs down the road because it will eventually come back to bite them. The Mayor stated he was in favor of the proposed 4 cents increase when the base number was lower and while he wished the tax rate was lower, it is just not that kind of environment, where the Council can overlook real needs. Thus, he suggested that they move forward with the proposed tax rate. Councilmember Branson observed the City is run very lean and expressed confidence in how the staff put this budget together. She further noted that she supported the 4 cents tax rate increase primarily because she did not want to see city services diminished.

Councilmember Hale stated he was in favor of maintaining or raising the level of service for citizens but doing it conservatively. In discussing the forces at work, he suggested in the event of a storm, as opposed to saving up \$500,000 a year, reduce that by half and utilize an emergency tax rate as allowed under State law. In response, Mr. Kabiri noted the City Charter prohibits the issuance of debt unless there is an emergency situation, and even then, while the Council may be able to issue Certificates of Obligations to pay for a response to an emergency, that would obligate future Councils to the same “can't-touch-this” category once that debt is issued, leaving the Operations & Maintenance fund completely diminished with a higher tax rate needed to pay for the unplanned debt. Councilmember Hale requested the use of the emergency tax rate be further discussed at their August 11th meeting.

Councilmember Ross expressed concern about the tax increase and that it looked like contracts were a significant portion of the problem. When they are looking at contracts, he felt they are not looking at them holistically, as in “this is going to raise our tax rate.” He suggested that the City may need to lower their level of service in order to not increase the tax rate. Mr. Kabiri took a moment to explain that Friendswood is a slow-growth community, whereas communities such as League City are able to live off new construction, Friendswood, unfortunately, cannot do the same even though it is faced with those large-growth communities surrounding it. Therefore, Friendswood gets the same impacts to its infrastructure without the same contribution to the coffers needed to help pay for the wear and tear on its infrastructure. He also noted that the only way to offset the increase in the tax rate to handle the infrastructure needs is to lower its levels of service. Mr. Kabiri noted that Friendswood is predominantly a residential community where the residents bear the brunt of the tax burden, and while the staff continues in its attempts to diversify that tax base with commercial developments, those are for a variety of reasons coming slowly.

Councilmember Hanks stated that forecasting as they approve contracts is a good point, but at the same time, as they have seen with deferred maintenance, it makes her nervous to not plan for things. She noted that she felt comfortable passing this four cents tax rate increase because they, as a Council, did not do it years for many years and they continued kicking that can down the road, and now, the Council must respond to support the City’s needs and services. Councilmember Hanks also noted that as it related to the idea of reducing City services, she stated that it is a lot easier not to add anything than it is to take away and strongly disagreed with reducing City services because the residents are not going to understand or appreciate the reduction in the services and amenities to which they have become accustomed.

Councilmember Griffon stated that he has a problem with their appraisals not going down, even though appraisals were not something that the City could control. He stated that the City's tax rate in 2015 was at 56¢ and today, with the 95% raised appraised value, they are right back up at 56¢. So, he felt that Friendswood had enough revenue, but that they were spending too much, and while he sees and approves what the City is spending the money on and knows how important each of the items is, it is still a hard pill for him to swallow. He stated he did not feel comfortable adopting the 56¢ at this moment but felt that the staff could get him there with a little more time and information. Mayor Foreman noted that they are required to publish their tax rate tomorrow, so they have to pick a number tonight. Council cannot come back and say they want to go above that, but they can come back later and go below that. Councilmember Griffon agreed to publishing it as presented.

B. Consider setting a public hearing regarding the City of Friendswood FY2026-27 Municipal Budget for August 24, 2026, at 5:30 p.m. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to set a public hearing regarding the City of Friendswood FY2026-27 Municipal Budget for August 24, 2026, at 5:30 P.M. in the Council Chamber, related to Item 8.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Mayor Pro Tem Michael P. Ross

Nays: None

The item passed unanimously.

C. Receive the 2026 appraisal rolls by the Galveston Central Appraisal District and the Harris Central Appraisal District, the anticipated collection rate and the excess debt collections certified by the City's tax collector, and the no-new-revenue and voter-approval tax rates.

A motion was made by Mayor Pro Tem Ross and seconded by Councilmember Hale to receive the 2026 appraisal rolls by the Galveston Central Appraisal District and the Harris Central Appraisal District, the anticipated collection rate and the excess debt collections certified by the City's tax collector, and the no-new-revenue and voter-approval tax rates, related to Item 8.C. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Mayor Pro Tem Michael P. Ross

Nays: None

The item passed unanimously.

D. Consider approving the proposed ad valorem tax rate for 2026 (Fiscal Year October 1, 2026 - September 30, 2027).

A motion was made by Councilmember Griffon and seconded by Mayor Foreman to propose a tax rate of 55.9723¢ per \$100 valuation. This rate is effectively an 8.71% (4.5¢) increase in the tax rate above the no new revenue rate of 51.4843¢. The proposed rate is 4.56¢ more than the City's current tax rate of 51.4172¢ and 2.73¢ less than the voter approval tax rate with the unused increment. The vote was the following for Item 8.D.:

Ayes: Mayor Mike Foreman, Councilmember Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Mayor Pro Tem Michael P. Ross

Nays: None

The item passed unanimously.

E. Consider setting the public hearing regarding the ad valorem tax rate for 2026 on September 14, 2026, at 5:30 p.m. in the Council Chamber, City Hall, 910 S Friendswood Drive, Friendswood, Texas, 77546.

A motion was made by Councilmember Griffon and seconded by Mayor Foreman to set the public hearing regarding the ad valorem tax rate for 2026 on September 14, 2026, at 5:30 P.M. in the Council Chamber, related to Item 8.E. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Mayor Pro Tem Michael P. Ross

Nays: None

The item passed unanimously.

At 6:57 P.M., Mayor Foreman recessed the meeting and later reconvened returning to the regular order of the agenda at 7:09 P.M.

7. WORK SESSION TOPICS

A. Discuss the 2026 Bond proposed bond propositions and Bond Election to be held on November 3, 2026.

City Manager Morad Kabiri opened the item recalling that the City spent the last six-plus months with the Bond Ad Hoc Committee evaluating the City's needs. They came back with a recommendation to Council earlier this year of \$50.9 million worth of projects. At Council's Retreat on July 8th, Mr. Kabiri summarized that Council felt the drainage investments did not provide sufficient benefit to put those bond dollars before the voters just yet. He then presented Council's direction on other projects and propositions, as follows:

STREETS AND TRANSPORTATION		
Project	Description	Estimated Costs

Sidewalks	Construction of new sidewalks and to fill in gap areas of existing sidewalks	\$10,000,000
Bay Area Blvd. from FM528 to City's Wastewater Treatment Plant	Full reconstruction of the road to restore a safe and durable roadway surface and address underlying base/subgrade deficiencies.	\$7,000,000
Stadium Lane	Full reconstruction the road to restore a safe and durable roadway surface and address underlying base/subgrade deficiencies.	\$2,500,000
Murphy Lane	Full reconstruction the road to restore a safe and durable roadway surface and address underlying base/subgrade deficiencies.	\$1,500,000
TOTAL – SIDEWALKS		\$10,000,000
TOTAL – STREETS		\$11,000,000

PROPOSITION A – SIDEWALKS	PROPOSITION B – STREETS
<i>“Should the City Council of the City of Friendswood, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$10,000,000 for the purpose of designing, acquiring, constructing, renovating, improving, upgrading, updating, and equipping sidewalks in the City, completing necessary or incidental utility relocation and curb, gutter, drainage, culvert, and bridge improvements in connection with the foregoing, and acquiring land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, with priority given to completing gaps in the pedestrian walkways, with the bonds to mature, bear interest, and be issued and sold as permitted by law, and will the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient, within the limits provided by law, to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”</i>	<i>“Should the City Council of the City of Friendswood, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$11,000,000 for the purpose of designing, acquiring, constructing, renovating, improving, upgrading, updating, and equipping City streets, completing necessary or incidental utility relocation and curb, gutter, drainage, and sidewalk improvements in connection with the foregoing, and acquiring land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, including the Bay Area Boulevard from FM 528 to the City's Wastewater Treatment Plant, Stadium Lane, and Murphy Lane, with the bonds to mature, bear interest, and be issued and sold as permitted by law, and will the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient, within the limits provided by law, to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”</i>

PARKS & OPEN SPACES		
Project	Description	Estimated Costs
Stevenson Park Parking Lot Expansion and Related Improvements	Construction of additional parking capacity through the redesign, expansion and implementation of related improvements at the entrance of Stevenson Park. Improvements to the grading and elimination of the large ditch between Stevenson Park and City Hall, and other necessary drainage improvements throughout the park.	\$3,200,000
Sports Complex Upgrades (Renwick and Centennial Parks)	Renwick Park upgrades include a new restroom building, the renovation of the meeting room and concession stand, safety improvements for five press boxes and field seating, and the retrofitting of all existing fields with LED lighting. Centennial Park upgrades include new soil and regrades all existing fields back to center crown and on the nine (9) playing field areas, the installation of a new playground and new shade structure to replace the current structure(s) and the retrofitting of all existing fields with LED lighting.	\$4,225,000
Friendswood Lake Park Bulkhead and Trail Repair	Installation of a bulkhead along the Northeast corridor of the lake and removal of the current wooden boardwalk and replace it with a concrete path to match the existing trail in order to reduces erosion.	\$2,400,000
Option 3: Stevenson Aquatics Facility Upgrades and Infrastructure and Related	Base Project \$3,800,000 plus, \$3,200,000 for the removal of existing pool and construction of an all-new 50-Meter, 10-Lane Pool, including pool infrastructure and supplies (pipes, pumps, drainage, gutter, skimming systems). This option also includes updated facilities to support programs	\$7,000,000

Systems Improvements - 50-Meter, 10-Lane Pool and Aqua Play Unit	and operations. Aquatic Play Unit with interactive water play features and slides that is safe for all ages. This option would be within the Bond Committee's recommended one-cent tax rate increase.	
TOTAL		\$16,825,000

PARKS AND OPEN SPACES – NEW COMMUNITY CENTER AT MORNINGSIDE DR		
Project	Description	Estimated Costs
Construct new Community/Recreation Center to replace the Activity Building at 416 Morningside Drive and expand program and services for all age levels.	Revise scope to just a 36K to 40K square-foot Community Center	\$16,000,000

PROPOSITION C – PARKS	PROPOSITION D – COMMUNITY CENTER
<i>“Should the City Council of the City of Friendswood, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$16,825,000 for the purpose of designing, acquiring, constructing, renovating, improving, upgrading, enhancing, and equipping City park, recreation (including sports and athletics), and open space improvements, making park, recreation, and open space additions, acquiring lands and rights-of-way necessary thereto, including improvements to Stevenson Park parking lot, the sports complexes at Renwick and Centennial Parks, the trail at Friendswood Lake Park, and the Stevenson Aquatics Facility, with the bonds to mature, bear interest, and be issued and sold as permitted by law, and will the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient, within the limits provided by law, to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”</i>	<i>“Should the City Council of the City of Friendswood, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$16,000,000 for the purpose of designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, demolishing, and equipping a new community center to replace the activity building at 416 Morningside Drive, and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and completing related landscaping, with the bonds to mature, bear interest, and be issued and sold as permitted by law, and will the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient, within the limits provided by law, to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”</i>

CITY FACILITIES		
Project	Description	Estimated Costs
Public Safety Building Parking Lot Expansion (1600 Whitaker Dr)	Expansion of the parking area of the PSB to accommodate parking for emergency vehicles (ambulance, fire apparatus and other misc. Fire, EMS and Police vehicles and equipment) both for existing and future growth.	\$750,000
Fire Station 4 Expansion (111 Woodlawn Dr)	Expansion of a third apparatus bay and additional dorm room space to accommodate the housing of the City's future growth and needs for its fire services.	\$4,000,000
City Hall Renovations (910 S Friendswood Dr)	Revise scope to just plumbing, mechanical, and electrical maintenance/upgrade items.	\$500,000
TOTAL		\$5,250,000

PROPOSITION E – PUBLIC SAFETY	PROPOSITION F – CITY HALL
<i>“Should the City Council of the City of Friendswood, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$4,750,000 for designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, demolishing, and equipping police, fire, and EMS facilities, including the Public Safety Building parking lot and Fire Station No. 4, and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto,</i>	<i>“Should the City Council of the City of Friendswood, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$500,000 for the purpose of designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, demolishing, and equipping the City Hall Complex with priority given to mechanical and plumbing renovations, and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and</i>

and completing related landscaping, with the bonds to mature, bear interest, and be issued and sold as permitted by law, and will the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient, within the limits provided by law, to pay the annual interest and provide a sinking fund to pay the bonds at maturity?"

completing related landscaping, with the bonds to mature, bear interest, and be issued and sold as permitted by law, and will the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient, within the limits provided by law, to pay the annual interest and provide a sinking fund to pay the bonds at maturity?"

Mr. Kabiri then summarized that the culmination of all those projects is slightly higher than what the Bond Committee recommended. It brings them at about \$59 million and Mr. Kabiri displayed their 30-year debt structure with the image below. He noted if they were to issue these in one fell swoop, it would raise the tax rate on the debt service side well over the penny the Bond Committee had wanted to stay below. He then requested Council's direction on whether they move forward with the bond election.

City of Friendswood, Texas
\$59,075,000 November 2026 Bond Election
30-Year Debt Structure

		Bond Sales	Bond Sale Amounts		
		February 2027	\$59,075,000	\$30,000,000	\$20,000,000
		February 2029		\$29,075,000	\$20,000,000
		February 2031			\$19,075,000
		Bond Election	\$59,075,000	\$59,075,000	\$59,075,000
Fiscal Year End (9/30)	Assessed Valuation Growth	Debt Service Tax Rate Projections			
2026 (Current)		\$0.1144	\$0.1144	\$0.1144	\$0.1144
2027 (Preliminary)	7.47%	0.1144	0.1144	0.1144	0.1144
2028	5.00%	0.1344	0.1144	0.1144	0.1144
2029	4.00%	0.1344	0.1144	0.1144	0.1144
2030	3.00%	0.1310	0.1274	0.1144	0.1144
2031	2.00%	0.1250	0.1274	0.1144	0.1144
2032	1.00%	0.1150	0.1135	0.1125	0.1125
2033		0.1115	0.1130	0.1125	0.1125
2034		0.1100	0.1130	0.1125	0.1125
Maximum Rate:		\$0.1344	\$0.1274	\$0.1144	\$0.1144
Projected Increase:		\$0.0200	\$0.0130	\$0.0000	\$0.0000
Estimated Tax Bill Impact on Average Home Value (Average Home Value = \$475,000)					
Maximum Tax Bill Change on Average Home Value					
Annually:		\$95.00	\$61.75	\$0.00	\$0.00
Monthly:		\$7.92	\$5.15	\$0.00	\$0.00

Mayor Foreman stated he liked bond elections because the voters get to decide but noted it would cost the City \$150,000 and was taken aback by the fact that elections have gotten expensive. Councilmember Hale wondered if they could combine their facility propositions and have the Fire Station be standalone. Mr. Kabiri replied state law reads that public safety and city hall are two distinct functions and cannot be coupled together. Councilmember Griffon then stated that he did not know how they went from \$50 million to \$59 million when in his mind the only thing they need is a community center. He also did not know how sidewalks went from \$1 million to \$10 million and thinks they could finance it without raising taxes. He reiterated that the community center is the only absolute need other than Murphy and Stadium Road.

Councilmember Branson stated she was the reason sidewalks went up because of the study the Houston-Galveston Area Council (H-GAC) did. The \$10 million came out of that study and she thanked staff for listening to Council and revamping this from their workshop on July 8th. She agreed they needed a community center but was on the fence of having that \$150,000 bond election while "we're sitting here pinching our pennies as hard as we are." She was also having a hard time throwing a bond election on the

same cycle as a council and mayor election. Thus, she is undecided. If a bond election must be held, Councilmember Hale stated he did not think the items needed to be bundled any more than they have to be. He wanted every item to be standalone and to let the voters decide. Also, in this atmosphere, he did not believe spending \$150,000 right now would be a wise investment for a bond election.

Further discussion ensued regarding action items and costs should Council move or not move forward with the bond election. Regarding inflation, Councilmember Ross agreed that until there is a recession, they are going to continue to increase costs. Thus, he does not think it is prudent for a city to contribute to that problem by selling bonds in an inflationary cycle. He suggested they reevaluate this and look at it on a different date—maybe six months from now at the City Council General Election. He also did not think it was prudent that they spend \$150,000 on an election that he believed is going to leave a sour taste in citizen's mind. He noted that they, at the same time, are raising their tax rate four and a half cents.

Mayor Foreman noted no one on Council was adamant of having a bond election and suggested they put a pin on this and put it off until the future, maybe next May.

B. Discuss amendments to the City's Zoning Ordinance to allow fences to be erected in front yards of residentially zoned property.

Assistant Planner Becky Bennett opened the item noting that the Planning and Zoning Commission's Ordinance Subcommittee has taken a look at some possible changes to their ordinance related to front yard fences. She explained this came about because a City Code Enforcement Officer observed a contractor installing a fence in a front yard and standard sized lots generally are not allowed to have fences past the front building line. Their current ordinance does allow fences in front yards but on lots that are on the farm-to-market roads and greater than 2 acres.

Ms. Bennett noted they amended the ordinance in 2017 to allow certain types of fences on lots that are only 150 feet wide because another homeowner had put a fence in their front yard and found out they were not supposed to. The City also added an exception that if your two neighbors are 150 feet wide and you are in the middle at only 100 feet—then you could have a fence to not be the odd one out. However, she noted they do prohibit chain-link and barbed wire fences in front yards.

The Ordinance Subcommittee met and benched marked other cities, as follows:

City	Front Yard	Min Lot Size	Height	Transparency	Certain Streets	Material
Friendswood	X	2 ac, 150-feet			X	Decorative, transparent
Pearland	x		4	50%		No chain link or metal mesh panels
Coppell	No					
Deer Park	No					
La Porte	x	1 ac, 90-ft	8		X	Chain-link req'd on Galveston Bay
League City	x		46118	70%		No barbed wire, chicken wire, chain link, or lattice
Missouri City	x	.8 ac, 125-ft				Wrought iron and masonry req'd
Pasadena	x		4			Chain link, wrought iron, or picket
Schertz	x		4			Non-opaque, decorative

With that, Ms. Bennett then presented the following options to Council:

Option	Action
Option 1	Add Greenbriar Dr to the list of streets that would allow fences in the front yard.
Option 2	Change the 2-acre minimum to .5 acre (or other minimum size).
Option 3	Remove the regulation altogether and allow fences in all front yards. Some HOAs may have regulations prohibiting them.
Option 4	Leave the ordinance as-is.

Ms. Bennett noted that after a lot of discussion, the Ordinance Subcommittee's recommendation is to leave the ordinance as is because they believe it is sufficient and has served its purpose to date. However, Ms. Bennett noted they did say if they were to make a second recommendation, it would be to allow fences but at one-acre lots which would not help the subject track.

Mayor Foreman stated he liked their current ordinance. While he felt for the citizen speaker Mr. Ty Summers, he suggested that they leave it as is. Councilmember Hanks suggested they look at Option 1 to add Greenbriar to the list because there is no other high school in the area that is in the middle of a residential neighborhood. When the high school was built in the early 70s, there was no one around. She believed Greenbriar is a different situation because of that large high school and suggested they add them to the list of streets that would allow the fences in the front yard.

Councilmember Hale wondered if it could be considered amending or adding to an ordinance that with sign-off approval of certain neighbors, there be an exception. City Manager Morad Kabiri answered that federal law is pretty explicit regarding zoning laws that they cannot establish anything that is considered arbitrary or capricious. For example, if they have a situation where one neighbor will sign-off on one family but not another, then it makes the role arbitrary. Councilmember Hale understood and relayed he was also in favor of adding Greenbriar to the list.

Councilmember Griffon noted that this was a property rights issue and believed Mr. Ty Summers should be able to build a fence because it is his property. Mayor Foreman countered this ordinance was on the books when he bought that property. Councilmember Ross agreed that when buyers go and buy a piece of property, they should understand what the rules and regulations are for that property. He does believe that they need to enforce speeding ordinances on Greenbriar, but that would be spot zoning. He believed they should either have zoning or not. If they have the zoning ordinances in place, enforce them.

Mayor Foreman summarized that the Council's consensus was to include Greenbriar and to send this back to Planning and Zoning to write an ordinance and for Council to pass or not pass. Councilmember Branson additionally inquired about hedges which Mr. Kabiri confirmed they are allowed but cannot block the visibility of oncoming traffic. Regardless, she was in favor of kicking this back to Planning and Zoning and seeing what they come back with that might make everybody happy. Additional discussion ensued about the material or transparency level of fences that the Planning and Zoning could bring options too.

9. CITY MANAGER'S REPORT

A. Highlight the upcoming "Bet on the Library" Friends of the Library Fundraiser Gala scheduled for Saturday, September 26, 2026.

City Manager Morad Kabiri announced that the gala coming up for the Library on September 26 and encouraged those that have not bought their tickets to please do so.

B. Highlight the upcoming National Night Out on October 6, 2026.

City Manager Morad Kabiri noted that the City's National Night Out is a joint venture with all of the City's public safety groups, including: Emergency Medical Services (EMS), Fire Department, Police Department, as well as their Communications Team. They will be going out to various homeowner associations (HOAs) and visit with the community. Mr. Kabiri communicated that if they would like a fire truck, police vehicle, or a councilmember to show up at their neighborhood during that evening, to let staff know and they will coordinate accordingly. He encouraged folks to participate on October 6th.

C. Present an update on Friendswood Detectives being selected to attend TAASA 2026 Law Enforcement Sexual Assault Training.

City Manager Morad Kabiri recognized Friendswood Police Detectives Kevin Crouch and Savannah Kloewer for being selected to attend the 2026 Law Enforcement Sexual Assault Training in South Padre. Mr. Kabiri noted this is a competitive program led by nationally recognized experts.

D. Recognize Brian Leija, Court Juvenile Case Manager, for obtaining his Level 3 Municipal Court Clerk Certification.

City Manager Morad Kabiri introduced City of Dayton's City Secretary and Municipal Court Director Jennifer Perkins who presented Friendswood Municipal Court Juvenile Case Manager Brian Leija with his Level 3 Municipal Court Clerk Certification.

E. Recognize Deputy Director of Human Resources Chani Honeycutt for being elected to serve as a Trustee on the Texas Municipal Human Resources Association (TMHRA) Board of Directors and for earning the Society for Human Resource Management Senior Certified Professional (SHRM-SCP) Credential.

City Manager Morad Kabiri recognized Deputy Director of Human Resources Chani Honeycutt for being elected to serve as a trustee on the Texas Municipal Human Resources Association (TMHRA) Board of Directors. In addition to that, she also received her Society of Human Resource Management Senior Certified Professional Credentials, which Mr. Kabiri noted is also very difficult to obtain.

10. CITY OF FRIENDSWOOD EMPLOYEE BENEFIT TRUST - BUSINESS ITEMS

City Manager Morad Kabiri opened Items 10.A. and 10.B. explaining that in years past, the City worked with Higginbotham to go out and secure contracts for employee benefits. He reported they were successful in bringing down their cost. For the benefit of the audience, he further explained the City has an Employee Benefits Trust as a tax-saving measure. The state allows the City to forego sales tax expenditures associated with the procurement of these services by having a trust. However, it is still the City of Friendswood that is purchasing and procuring the benefit.

A motion was made by Trustee Ellisor and seconded by Trustee Branson to approve Items 10.A. and 10.B., as submitted. The vote was the following:

Ayes: Trustee Mike Foreman, Trustee John Ellisor, Trustee Sally Branson, Trustee Trish Hanks, Trustee Robert J. Griffon, Trustee Randy Hale, and Trustee Michael P. Ross

Nays: None

The items passed unanimously.

- A. Consider approving the minutes of the Friendswood Employee Benefit Trust meeting held on August 4, 2025.**
- B. Consider authorizing the City Manager to negotiate agreements for (i) employee medical, dental, and pharmacy insurance; (ii) employee life and accidental death and dismemberment insurance; (iii) employee vision insurance; (iv) employee long-term disability insurance; and (v) ancillary products for employees.**

11. CITY COUNCIL - BUSINESS ITEMS

- A. Consider authorizing the monthly transfer of funds for FY2026-27 to the City of Friendswood Employee Benefit Trust contingent upon sufficient budget appropriations.**

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to authorize the monthly transfer of funds for FY2026-27 to the City of Friendswood Employee Benefit Trust, related to Item 11.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Mayor Pro Tem Michael P. Ross

Nays: None

The item passed unanimously.

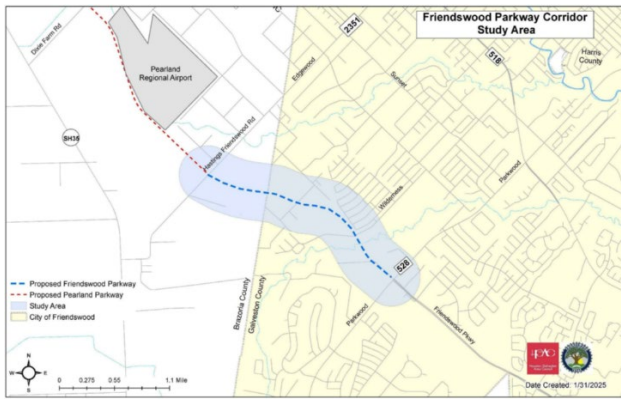
12. H-GAC'S FRIENDSWOOD PARKWAY CORRIDOR STUDY

- A. Receive a presentation regarding the Houston-Galveston Area Council's Friendswood Parkway Corridor Study.**

Engineering Director Jil Arias introduced TJKM Representative Aldo Fritz who presented the Houston-Galveston Area Council (H-GAC) Friendswood Parkway Corridor Study with the following highlights:

VISION	GOALS
<i>"The Friendswood Parkway Corridor Study will propose a safe, multi-modal corridor designed to improve mobility, enhance safety, and support the growth of people, goods, and services for those traveling within and through the City of Friendswood."</i>	• Regional & Local Connectivity • Viable East-West Alternative Route • Congestion Relief on FM 518 / FM 528 • Multimodal + Evacuation Capacity • Enhance Multimodal Accommodations
STUDY AREA	WHY THIS CORRIDOR IS NEEDED

FM 2351 to FM 528



Auto-Dependent Travel: 75% of commuters drive alone; the city has no transit service, limiting options for those who don't drive.

FM 518 Congestion: The primary east-west corridor operates at a poor Level of Service, signaling the need for a parallel route.

Safety Concerns: FM 518 is a high-injury corridor serving local and through traffic. A safety-focused route can reduce crashes.

Multimodal Gaps: 17 segments show missing or incomplete sidewalks and bike facilities, cutting off nearby neighborhoods.

2023 – EXISTING CONDITIONS

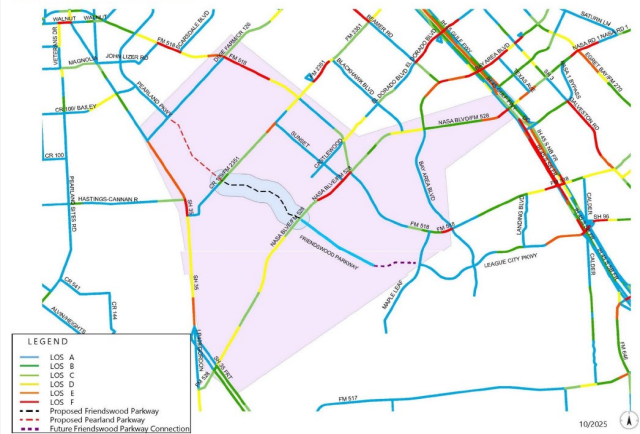
9 of 15 study intersections already operate at unacceptable LOS. Delays run from 57 sec/veh (LOS E) to over 230 sec/veh (LOS F) along FM 518, FM 528 & FM 2351.

SEGMENTS

Figure 5: Level of Service in AM, Year 2023

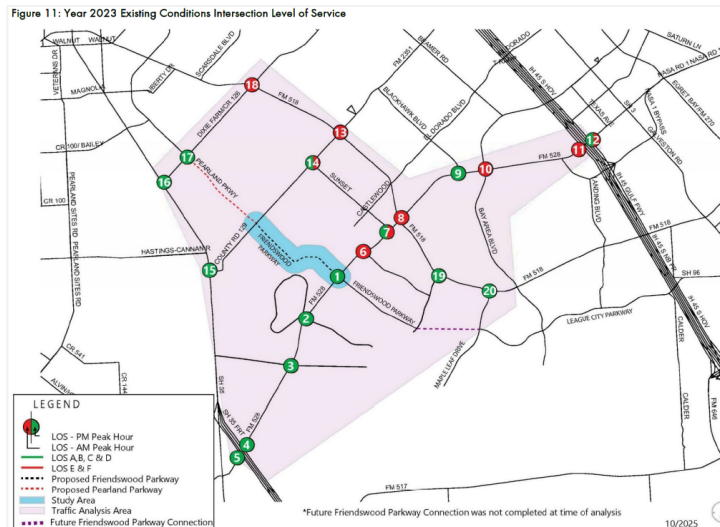


Figure 6: Level of Service in PM, Year 2023



INTERSECTIONS

Figure 11: Year 2023 Existing Conditions Intersection Level of Service



2045 – WITHOUT THE PARKWAY

Widespread LOS E and F conditions emerge along key east–west and north–south corridors as regional growth outpaces limited network redundancy.

SEGMENTS

Figure 7: Level of Service in AM, Year 2045 (without Friendswood Parkway)

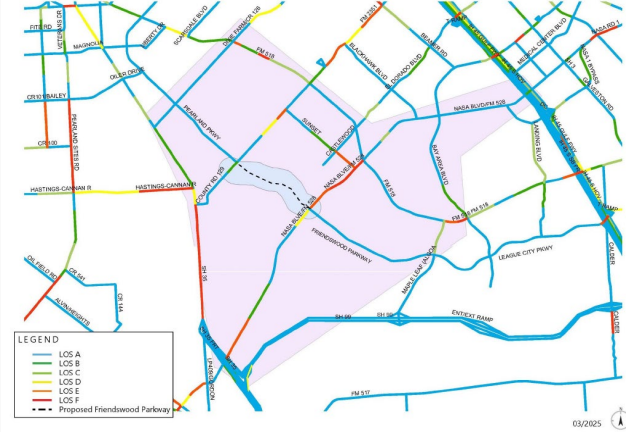
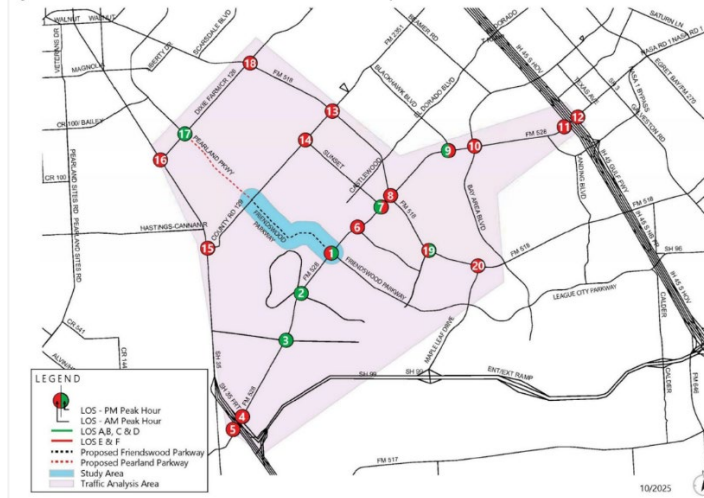


Figure 8: Level of Service in PM, Year 2045 (without Friendswood Parkway)



INTERSECTIONS

Figure 12: Year 2045 Intersection Level of Service - Without Friendswood Parkway



2045 – WITH THE PARKWAY

Substantial operational relief; delays cut by 150+ sec/veh at some locations. The corridor establishes a critical east–west mobility spine.

SEGMENTS

Figure 9: Level of Service in AM, Year 2045 (with Friendswood Parkway)

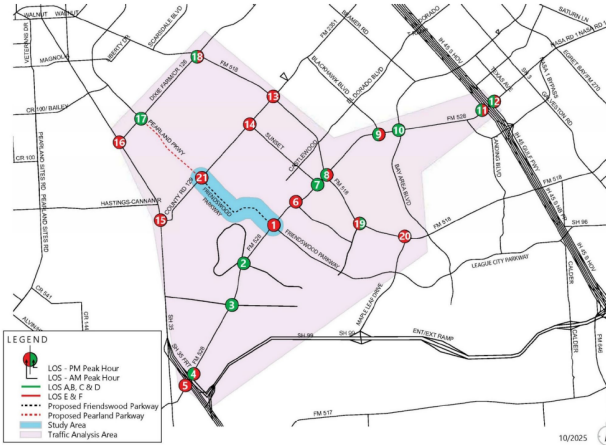


Figure 10: Level of Service in PM, Year 2045 (with Friendswood Parkway)



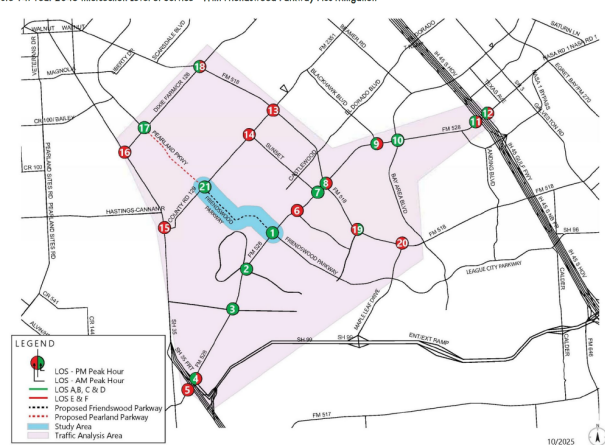
INTERSECTIONS

Figure 13: Year 2045 Intersection Level of Service - With Friendswood Parkway

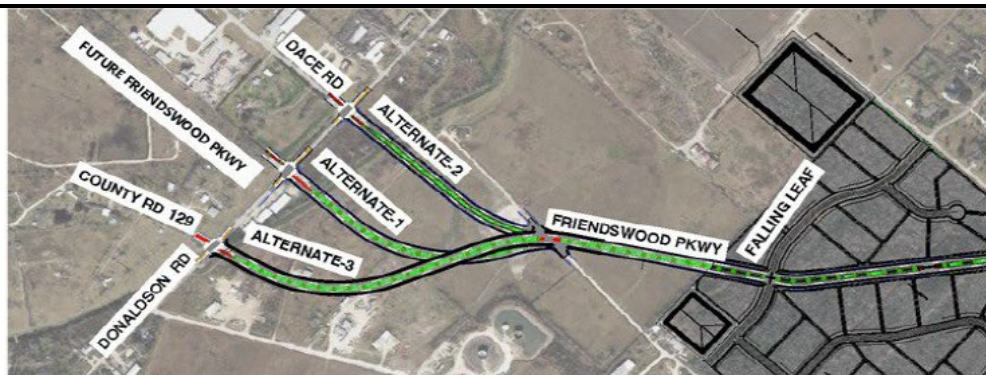


INTERSECTIONS w/ MITIGATIONS

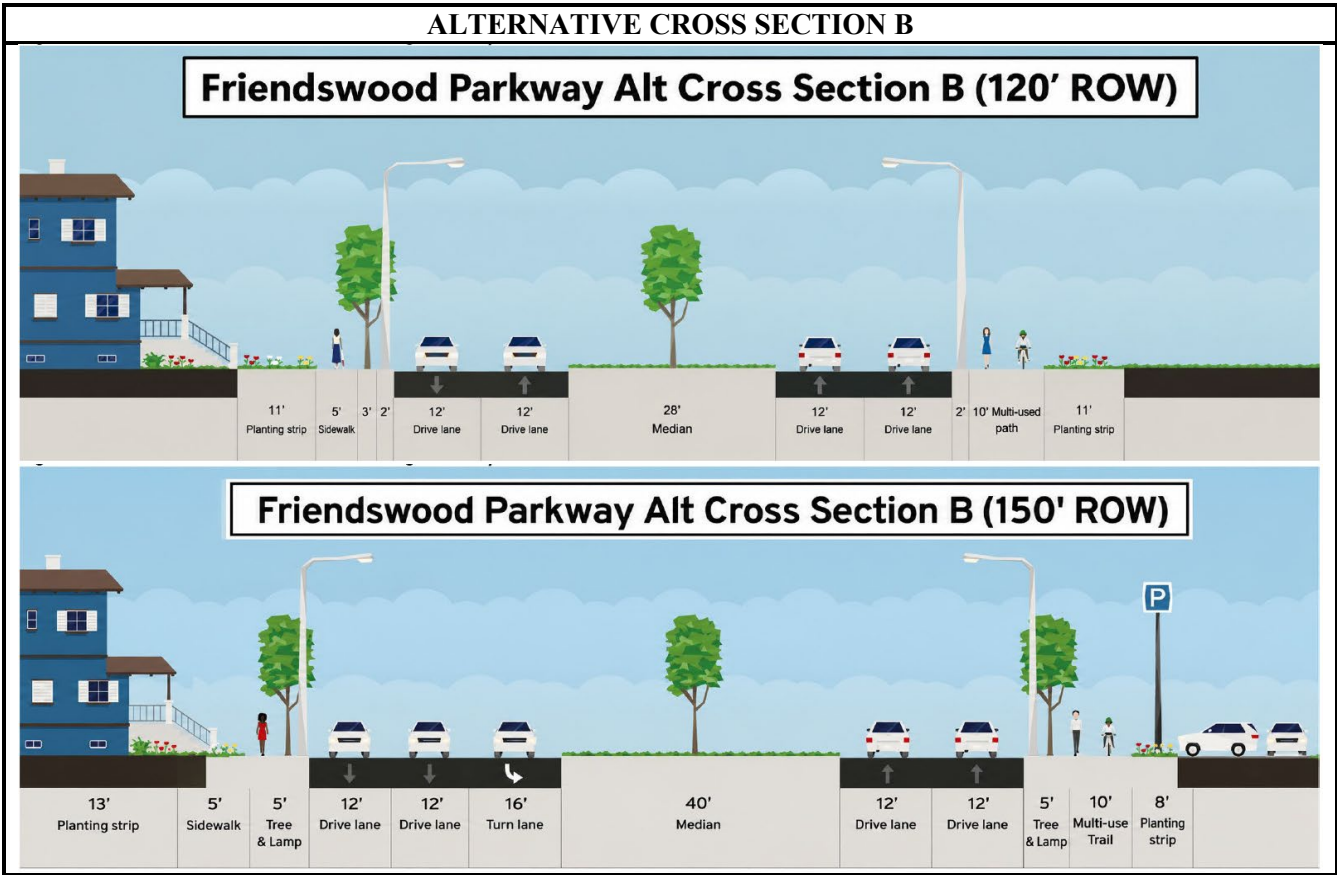
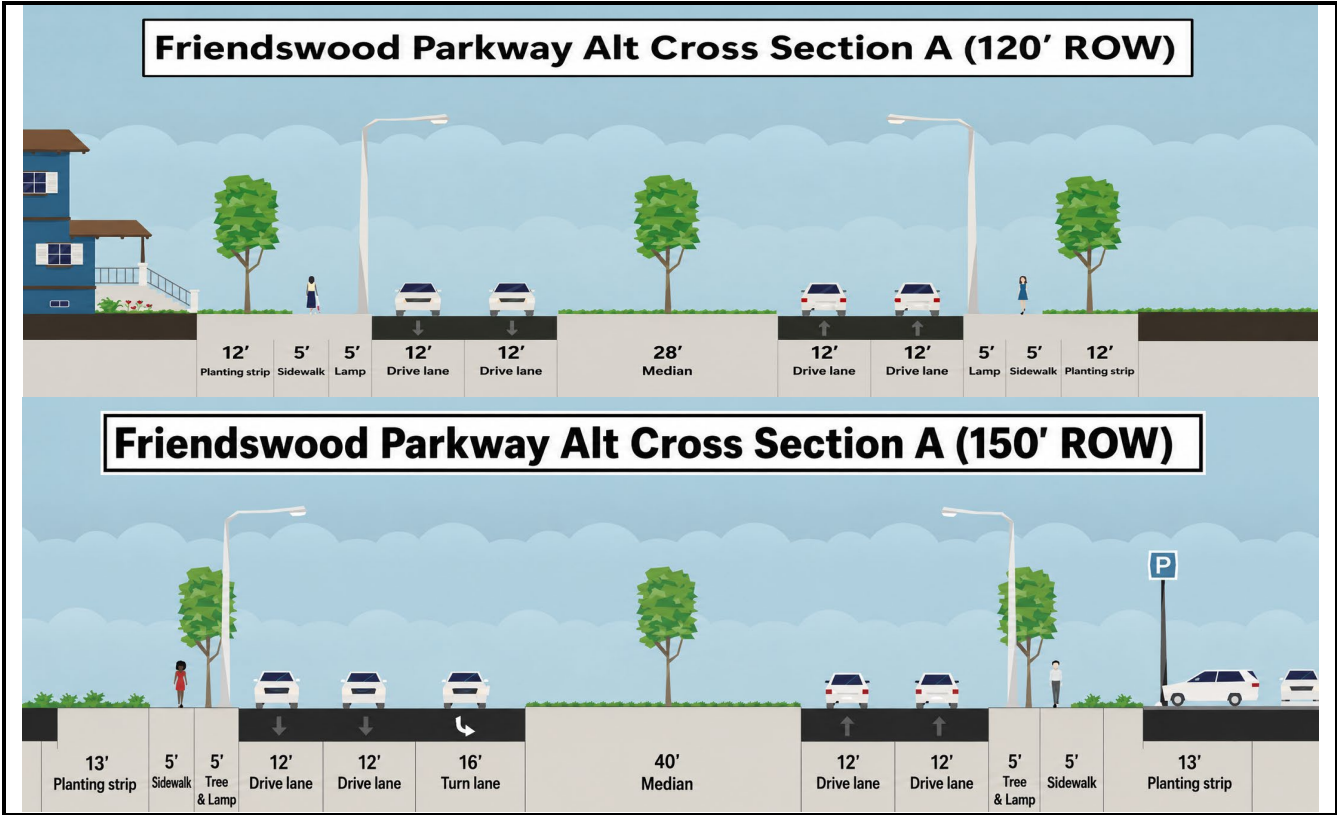
Figure 14: Year 2045 Intersection Level of Service - With Friendswood Parkway Plus Mitigation



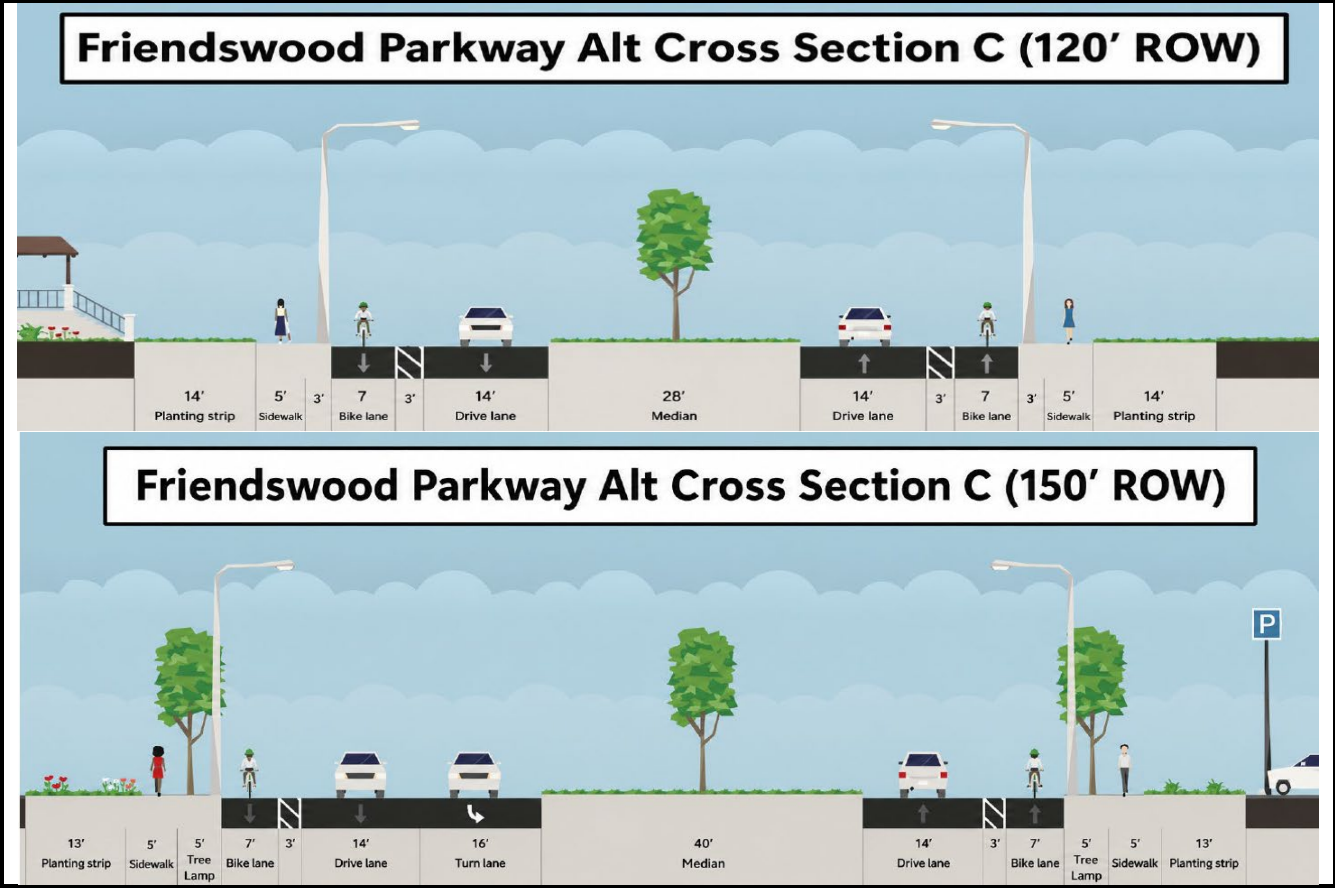
ALTERNATIVE ALIGNMENTS



ALTERNATIVE CROSS SECTION A



ALTERNATIVE CROSS SECTION C



EVALUATION MATRICES									
Cross Sections				Alignments					
	Multimodal	Congestion Relief	Total		Connectivity	Alternative Route	Congestion Relief	Evacuation Route	Total
Alt A	0	+	1+	Alt 1	+	+	+	+	4+
Alt B	+	+	2+	Alt 2	0	+	+	0	2+
Alt C	+	0	1+	Alt 3	0	+	+	0	2+

+ Positive 0 Neutral - Negative

Result: Cross Section B and Alignment 1 scored highest, best meeting the study’s goals for connectivity, congestion relief, multimodal travel, and evacuation capacity.

PARTNERS
Brazoria County — FM 2351 / CR 129 intersection and segments to the county line.
Friendswood + Developers — County line to Wilderness Trail and the FM 528 intersection.
Galveston County — Wilderness Trail to FM 528, incl. Chigger Creek culvert crossing.

PHASING
Short-term (1–5 years) — Developer-driven segments platted and built through ongoing private projects.
Mid-term (5–10 years) — Remaining corridor delivered as funding becomes available.

POTENTIAL FUNDING SOURCES

CONCLUSION

- General Obligation Bonds
- Public–Private Partnerships
- State & Federal Grants
- Tax Increment Reinvestment Zone (TIRZ)

Essential to the network — Without the Parkway, intersections along FM 518, FM 528 & FM 2351 will face severe congestion and unacceptable LOS by 2045.

Substantial relief — The Parkway delivers major operational improvements and a more balanced, resilient transportation network.

A clear, phased path — Alignment 1 + Cross Section B, with targeted intersection improvements, provide a strategic, fundable way forward.

Further discussion ensued regarding the presentation. City Manager Morad Kabiri established that this is a concept in nature and can be adjusted. However, based upon the laws and settlement agreements that are in place right now, the City is fairly limited to what was presented to Council as far as it relates to the road alignment. Mayor Foreman noted that they would always try to get as much right-of-way as they possibly can to get as much buffer as they could put in and noted that 150 feet would be great. Councilmember Ross commented they could put that in their development ordinance. Mr. Kabiri confirmed they could and to keep in mind property rights versus overreaching, so this is a balancing act.

Moving forward, Mr. Kabiri noted that there is a joint parallel pathway that is currently taking place, both with the H-GAC and the City of Friendswood. He noted that with the H-GAC, in addition to this study, they approved an advanced funding agreement in January 2026 with the Texas Department of Transportation (TxDOT) to do the engineering and environmental for the segment presented to Council. He also noted that this was a \$3.2 million investment that, due to transportation development credits and through the State's Transportation Improvement Program, zero dollars were coming from the City of Friendswood.

Mr. Kabiri further noted this project is a long-term effort. They have opportunities with Castle Bioscience to build a segment of this roadway from FM 528 to their secondary entrance, and also with Galveston County to pick up where Castle finished off to Wilderness Trails. He cautioned that if they did not follow certain prescribed methodology that H-GAC manages, the City will not qualify for federal highway administration dollars in the future and cannot get this project funded. Therefore, until the segment of the roadway is built, the City needs this parallel pathway to continue because it is a vital corridor within Friendswood. Mayor Foreman added that Brazoria County and the City of Pearland are also actively working on their section.

B. Consider a resolution adopting the Houston-Galveston Area Council's Friendswood Parkway Corridor Study.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve Resolution No. R2026-19, as submitted and related to Item 12.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Mayor Pro Tem Michael P. Ross

Nays: None

The item passed unanimously.

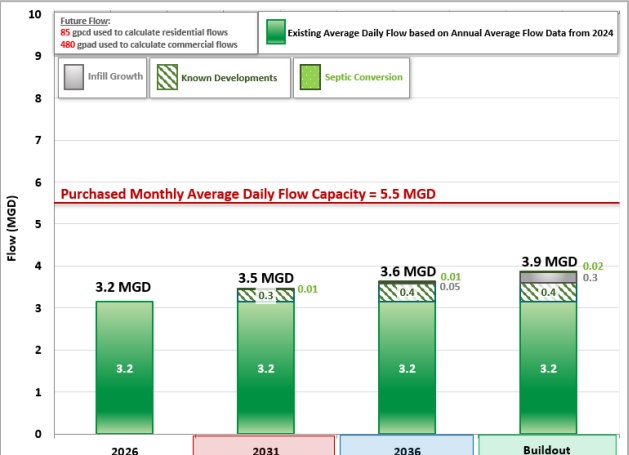
RESOLUTION NO. R2026-19

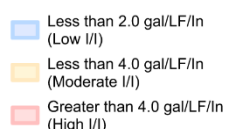
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE HOUSTON-GALVESTON AREA COUNCIL'S FRIENDSWOOD PARKWAY CORRIDOR STUDY; AND PROVIDING AN EFFECTIVE DATE.

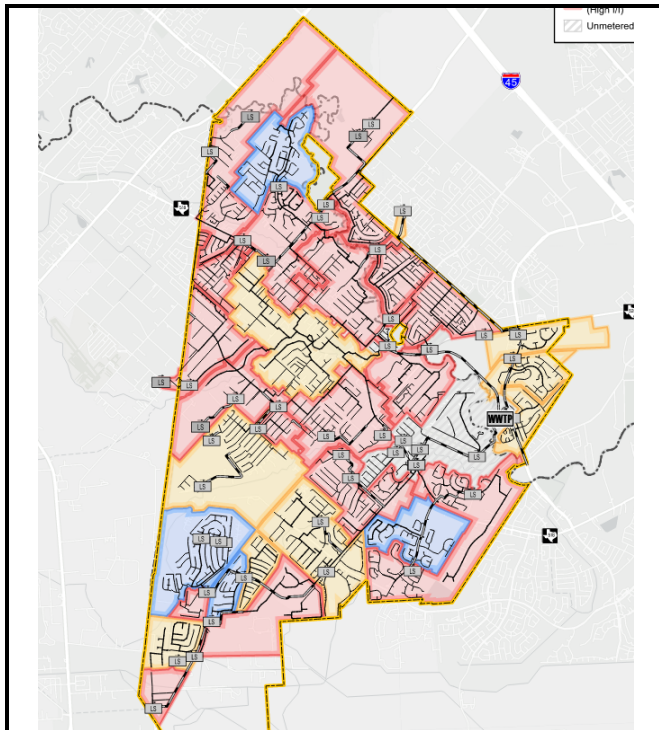
13. CITY OF FRIENDSWOOD WASTEWATER MASTER PLAN

A. Receive a presentation and discuss the City of Friendswood Wastewater Master Plan.

Engineering Director Jil Arias introduced Freese and Nichols Representative Bailey Keller who presented the City of Friendswood Wastewater Master Plan with the following highlights:

OVERVIEW Developed Growth and Wastewater Flow Projections <i>Infrastructure planning for the future</i> Performed Lift Station Risk-Based Assessments <i>Prioritize lift station rehabilitation efforts</i> Conducted System-Wide Flow Monitoring <i>System diagnostics and hydraulic modeling</i> Assessed Wastewater System for Regulatory Compliance <i>Texas Administrative Code: Chapter 217</i> Developed CIPs based on Regulatory, Condition, and Capacity needs <i>Project descriptions, drivers, and planning-level costs</i>	EXISTING WASTEWATER SYSTEM 42 Lift Stations 185 Miles of Gravity Lines 20 Miles of Force Mains ~60% of average daily flow capacity of the Gulf Coast Authority's Blackhawk WWTP										
WASTEWATER AVERAGE DAILY FLOW PROJECTIONS  Flow (MGD) Purchased Monthly Average Daily Flow Capacity = 5.5 MGD <table border="1"> <thead> <tr> <th>Year</th> <th>Flow (MGD)</th> </tr> </thead> <tbody> <tr> <td>2026</td> <td>3.2</td> </tr> <tr> <td>2031</td> <td>3.5</td> </tr> <tr> <td>2036</td> <td>3.6</td> </tr> <tr> <td>Buildout</td> <td>3.9</td> </tr> </tbody> </table>	Year	Flow (MGD)	2026	3.2	2031	3.5	2036	3.6	Buildout	3.9	FIELD DATA COLLECTION - Lift Station and Manhole Survey – 41 lift stations and 291 manholes - Lift Station Condition Assessments – 41 lift stations - Flow Monitoring – 26 flow meters and 5 rain gauges throughout collection system for 90 days
Year	Flow (MGD)										
2026	3.2										
2031	3.5										
2036	3.6										
Buildout	3.9										
INFLOW & INFILTRATION (I/I) I/I = Water that enters the collection system through defective manholes, pipes, connections, cleanouts, drains, etc. ~60% of the collection system identified as high I/I - Wet weather flows increase on average up to ~8x normal dry-weather flows	LIFT STATION OBSERVATIONS Risk Rating – f (Condition, Criticality)										





Option 1 – Upsize infrastructure to handle this amount of flow

Option 2 – Pinpoint the source of this I&I and perform rehabilitation to prevent water from getting in

Criticality Rating	Very Good	Good	Fair	Poor	Very Poor
Very Low Impact	31	13	10		
		24	12		
		25	14		
		32	38		
		35	39		
Low Impact	28	5	9	21	19
	42	6	11		
		7	26		
		29			
		30			
Moderate Impact		3	34	15	
		33			
		37			
		41			
High Impact		18	20		1
		27	36		17
Very High Impact		8	16	2	
		22		4	
		23			

With that, Ms. Keller then presented their Capital Improvements Plan (CIP) with the following highlights:

GOAL
Achieve I/I reduction to right-size future infrastructure and address potential regulatory compliance concerns

RECOMMENDATION
- Prioritize investment in wastewater rehabilitation and I/I reduction over the next 5-years - Reevaluate the system to confirm future infrastructure needs

PROJECTS – 22 Total		
	Cost	Projects
5-Year	\$70.5M	7
10-Year	\$125.6M	10
Buildout	\$19.2M	5

**Project sizing and costs assume I/I reduction is achieved within the next ~5-years*

5-YEAR CAPITAL IMPROVEMENTS PLAN			
Project Number	Project Name	Project Driver	Cost (2026)
1	Lift Station 15 Consolidation and Replacement 10-Inch Gravity Line Along Killarney Avenue	Condition Lift Station Identified as High Risk	\$697,400
2	New 0.6 MGD Parkwood Avenue Lift Station and 8-Inch Gravity Lines Along Windsong Lane	Extending Service to Existing Septic Users & Anticipated Future Development	\$6,388,200
3	New 8-Inch Gravity Lines Along West Parkwood Avenue		\$2,900,300
4	New 8-Inch Gravity Lines on Falling Leaf Drive		\$1,513,000

Total 2026 – 2031 Wastewater CIP									\$11,498,900
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RECOMMENDED SSES AND REHAB BUDGET										
	Project	Total	Component	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
1	SSES Pilot	\$2.62M	Program Management & Rehab Design	\$316K						
			Field Inspections	\$236K						
			Rehab Bid & Construction	\$2.75M						
2	City Wide SSES & Rehabilitation Program	\$55.41M	Program Management & Rehab Design		\$275K	\$1.270M	\$1.270M	\$1.270M	\$1.270M	\$1.270M
			Field Inspections		\$190K	\$877K	\$877K	\$877K	\$877K	\$877K
			Rehab Bid & Construction		\$1.83M	\$8.47M	\$8.47M	\$8.47M	\$8.47M	\$8.47M
3	City-Wide Flow Monitoring and Wastewater Master Plan Update	\$978K	City-Wide Flow Monitoring and Wastewater Master Plan Update	System Reassessment >						\$978K
Total				\$2.62M	\$2.3M	\$10.62M	\$10.62M	\$10.62M	\$10.62M	\$11.62M

Ms. Keller summarized that this plan is meant to provide Friendswood with a clear understanding of where the system is at today and what needs to happen moving forward. Based on the data collected, it was clear there is a need to invest in rehabilitation. She expressed that, ultimately, their goal here is to address the root cause of the issue and not treat the symptom by oversizing infrastructure to handle these excess flows to provide the City with the greatest benefit. Council then proceeded to ask questions to staff and Ms. Keller to understand the data presented to them. No action items were given to staff.

B. Consider a resolution adopting the City of Friendswood Wastewater Master Plan.

A motion was made by Councilmember Hanks and seconded by Mayor Pro Tem Ellisor to approve Resolution No. R2026-20, as submitted and related to Item 12.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Mayor Pro Tem Michael P. Ross

Nays: None

The item passed unanimously.

RESOLUTION NO. R2026-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE FRIENDSWOOD WASTEWATER MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.

14. PROPOSED ORDINANCES & RESOLUTIONS

A. Consider on second and final reading an ordinance approving the 2026 Annual Update to the Service and Assessment Plan and Assessment Roll for the Friendswood City Center Public Improvement District, including the collection of annual installments.

A motion was made by Councilmember Hanks and seconded by Councilmember Hale to approve Ordinance No. 2026-21, as submitted and related to Item 14.A. However, there was discussion prior to the vote:

Councilmember Hale requested for a financial reconciliation of the Friendswood City Center Public Improvement District (PID) to be produced by Madison Development and/or Tannos Development as he believed that there is a need to get the background on why the project has stalled. City Manager Morad Kabiri noted that P3Works does that in terms of the reevaluation of the invoices relative to what was adopted in the original Service and Assessment Plans, and that they reconcile it based on those dollar amounts. He offered that the staff could look and see if there is an opportunity to amend the agreement to ask for additional oversight, but they can only legally require what was already approved by the Council.

Councilmember Hale suggested they could change the rules and then compel the developer to conduct the requested audit. However, Mr. Kabiri stated there was nothing the City could do, legally, to compel them to complete something that is outside of the terms of their agreements, unless they do not pay their assessment or they agree to change the agreements.

The vote for the motion on the table was the following:

Ayes: Mayor Mike Foreman, Councilmember Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Mayor Pro Tem Michael P. Ross

Nays: None

The item passed unanimously.

ORDINANCE NO. 2026-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE 2026 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT, INCLUDING THE COLLECTION OF THE 2026 ANNUAL INSTALLMENTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE THEREOF.

B. Consider an ordinance amending the City's General Budget for Fiscal Year 2025-2026 by approving "Budget Amendment X" and providing for supplemental appropriation and/or transfer of certain funds.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve Ordinance No. 2026-22, as submitted and related to Item 14.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Mayor Pro Tem Michael P. Ross

Nays: None

The item passed unanimously.

ORDINANCE NO. 2026-22

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 X" 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.

15. CONSENT AGENDA

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve Consent Agenda Items 15.A. through 15.B., with the exception of Items 15.E. and 15.F. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Randy Hale, and Mayor Pro Tem Michael P. Ross

Nays: None

The Consent Agenda passed.

A. Consider a resolution updating the City Council's Rules of Procedure regarding appointments, confidential information, attendance at meetings, procedures, and decorum.

RESOLUTION NO. R2026-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING AMENDED RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS; REPEALING RESOLUTION NO. R2025-25 AND ALL OTHER RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

B. Consider a resolution approving the City of Friendswood's Public Funds Management and Investment Policy.

RESOLUTION NO. R2026-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE PUBLIC FUNDS MANAGEMENT AND INVESTMENT POLICY IN ACCORDANCE WITH THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. Consider ratifying the City's filing of IRS Form 8038-T and the remittance of the associated arbitrage yield restriction liability in connection with the General Obligation and Refunding Bonds, Series 2021.**
- D. Consider authorizing an engagement letter with McCall, Parkhurst & Horton L.L.P, to provide bond counsel services.**
- E. Consider approving an Election Services Contract with Galveston County, Texas, for the City's Special Election to be held on November 3, 2026.**

As the consensus of Council was to not hold a bond election, this item was not considered.

- F. Consider authorizing the City Manager to negotiate and execute a Joint Election Agreement with Harris County for the City's Special Election to be held on November 3, 2026.**

As the consensus of Council was to not hold a bond election, this item was not considered.

- G. Consider approving the closure of W. Spreading Oaks between Woodlawn Drive and Cedarwood Drive for the Friendswood Independent School District event "Under the Oaks" on August 13, 2026.**
- H. Consider authorizing the Hobby School MPA Teaching "City Apprenticeship" Program Agreement with the University of Houston.**
- I. Consider authorizing a License and Indemnity Agreement with Fly Office Holdings, LLC, for the non-exclusive use of the right-of-way in front of 109 E. Shadowbend Avenue for parking for the business located thereon.**
- J. Consider authorizing a Joint Participation Interlocal Agreement with Harris County for the Bay Area Boulevard Rehabilitation and Subgrade Stabilization Study.**
- K. Consider authorizing a Small Government Enterprise Agreement (SGEA) with Environmental Systems Research Institute, Inc. (ESRI).**
- L. Consider awarding a construction contract to McDonald Municipal and Industrial - A Division of C.F. McDonald Electrical, Inc. for the Lift Station No. 27 Upgrades Project (CSP No. 2026-10).**
- M. Consider authorizing the Third Amendment to the Professional Services Agreement with FiveEngineering, LLC, for construction phase services associated with 2020 Lift Station Mitigations Project - Package 1.**

- N. Consider authorizing the Fifth Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., for additional construction phase services for the Utility Relocate at Clear Creek Utility Bridge Project.**
- O. Consider authorizing the final acceptance of the Friendswood Trails 3A and 4A and Friendswood Trails 4B and 5A Subdivision's Public Paving and other Public Utility Improvements Project.**
- P. Consider approving the disposal of one (1) Parks and Recreation service vehicle through Public Surplus Auction.**
- Q. Consider approving the Mayor's Council Liaison appointments to various committees, boards, and commissions.**
- R. Consider appointing (i) Joe Matranga (ii) Robin Hall, (iii) Ron Cox, (iv) Kitten Brizendine, (v) Dave Smith, (vi) Yolanda Belcher-Watson, and (vii) Madeline Short to the Charter Review Commission.**
- S. Consider approving the ad valorem tax report for June 2026.**
- T. Consider approving the minutes of the City Council Regular Meeting held on July 6, 2026.**

16. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the August 3, City Council and Friendswood Employee Benefit Trust (FEBT) Joint Meeting at 8:55 P.M.

Mike Foreman, Mayor

Attest:

Raquel Martinez, TRMC, City Secretary