

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF
GALVESTON/HARRIS
AUGUST 3, 2020



AGENDA

NOTICE IS HEREBY GIVEN OF A FRIENDSWOOD CITY COUNCIL REGULAR MEETING TO BE HELD AT 6:00 PM ON MONDAY, AUGUST 3, 2020, AT FRIENDSWOOD CITY HALL, COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, REGARDING THE ITEMS OF BUSINESS ACCORDING TO THE AGENDA LISTED BELOW:

6 PM – REGULAR MEETING

1. Call to order
2. Invocation
3. Pledge of Allegiance – United States and Texas
(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)
4. Communications from the Public
Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)
5. **WORK SESSION**
 - A. Budget Discussion
 - B. Capital Improvement Project Update
6. **Special Recognition and Acknowledgements**
 - A. Oath of Office administered to reappointed Municipal Court Judge James Woltz

- 7. Communications from the Public**
Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)
- 8. City Manager's Report**
 - A. Hurricane Harvey Update
 - B. Coronavirus Disease 2019 (COVID-19) Update
- 9. Communications from Committees and Special Reports**
 - A. Annual Report from the Community and Economic Development Committee
- 10. RECESS THE CITY COUNCIL MEETING**
- 11. CONVENE A MEETING OF THE CITY OF FRIENDSWOOD EMPLOYEE BENEFIT TRUST PER THE POSTED AGENDA**
- 12. ADJOURN THE CITY OF FRIENDSWOOD EMPLOYEE BENEFIT TRUST MEETING**
- 13. RECONVENE THE CITY COUNCIL MEETING**
- 14. Discussion and Possible Action**
 - A. Discussion and possible action regarding authorizing the monthly transfer of funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust.
 - B. Discussion and possible action regarding disposition of RFA 2020-02 Primary Bank Depository Services.
 - C. Discussion and possible action regarding the disposition of RFQ 2020-06 Forest Bend Detention Pond - Engineering and Environmental Services.
 - D. Discussion and possible action regarding approving an agreement with Harris County for Election Services.
 - E. Discussion and possible action regarding concurrence with the City Manager's appointment of William Bender to the position of Human Resources Director and James O'Brien to the position of Information Technology Director.

- F. Discussion and possible action regarding disposition of RFP 2020-09 Project Management Services for the Community Development Block Grant -Disaster Relief (CDBG-DR) Property Acquisition and Demolition, rejecting all proposals received.
- G. Discussion and possible action regarding action on the proposed Ad Valorem Tax Rate for 2020, (Fiscal Year October 1, 2020, through September 30, 2021), to place a proposal to adopt a rate on the September 14, 2020, City Council agenda, and to schedule any required public hearing.
- H. Discussion and possible action regarding the approval of an Economic Development Agreement with TBH Holding Group, LLC.
- I. Discussion and possible action regarding approving an Interlocal Agreement with Galveston County Consolidated Drainage District to pay the district \$5.5 million for the continued construction and completion of the Imperial Estates In-line Detention.

15. Resolutions

Consideration and possible action regarding the following:

- A. Resolution No. R2020-19: A resolution of the City Council of the City of Friendswood, Texas, determining land is needed for construction and extension of Friendswood Lakes Boulevard; accepting dedication and conveyance of .0576 acres of land from Wesley West Cattle, L.P., and Wesley West Descendants Trust and ratifying the City Manager's execution of the letter agreement between Taylor Morrison of Texas, Inc., Wesley West Cattle, L.P., Wesley West Descendants Trust and the City of Friendswood, Texas. Regarding Friendswood Lakes Boulevard right-of-way and Avalon Subdivision detention capacity.
- B. Resolution No. R2020-20: A resolution of the City Council of the City of Friendswood, Texas, approving the Public Funds Management and Investment Policy.

16. Ordinances

Consideration and possible action regarding the following:

- A. Ordinance No. T2020-28: First and Final reading of an ordinance of the City Council of the City of Friendswood, Texas, calling for the holding of a Special Election on November 03, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and making other provisions related to the subject.

- B. Ordinance No. T2020-29: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment IX" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.
- C. Ordinance No. T2020-30: First reading of an ordinance amending Ordinances No. 2012-04 and 2016-46 in order to approve an annual rate adjustment as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) solid waste franchise.
- D. Ordinance No. T2020-31: First reading of an ordinance of the City of Friendswood, Texas, amending the Code of Ordinances, Chapter 26, Environment, by repealing Article III. Sanitary Nuisances, Sections 26-69 through 26-73 and adopting Chapter 26, Environment, Article III. Sanitary Nuisances, Sections 26-69 through 26-77; amending the Code of Ordinances, Chapter 26, Environment, by adding a new Article VIII. Graffiti Abatement, Sections 26-293 through 26-301 and adding a new Article IX. Maintenance of Storm Water Systems, Section 26-302; providing a penalty clause; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability, publication and an effective date.

17. Communications from the Mayor and Councilmembers

18. Consent Agenda

Consideration and possible action regarding the following:

- A. Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to schedule the September City Council meeting for September 14, 2020, due to the Labor Day holiday on Monday, September 7, 2020
- B. Authorizing Council to invoke Rule 1(A) of the Rules and Procedures regarding scheduling City Council Meetings to hold a Public Hearing on the Budget on Monday, August 31, 2020, in order to adopt the FY21 Budget at the September 14, 2020, Council Meeting
- C. Approving a license agreement with Girouard Holdings, LLC, and Rustika Bakery and Café to allow the use of 4 existing parking spaces and the placement of a dumpster within the right-of-way along Winding Way, located on the property at 1302 S. Friendswood Drive
- D. Approving a Waterline Easement with Coastal Bend Property Development, LP, authorizing the acceptance of the waterline improvements, and initiating the contractor's one year maintenance bond.

- E. Authorizing the final acceptance of the Parking Lot for Old City Park improvement at the completion of the contractor's one-year maintenance period
- F. Approving a Congregate Meal Program Interlocal Agreement with Galveston County Parks and Senior Services Department for the City's Senior Citizen Meal Program
- G. Authorizing the acceptance of the Sterling Creek, Section 4, Public Paving and Utilities improvements project into the contractor's one-year maintenance period
- H. Accepting the June 2020 Tax Report
- I. Approving the minutes of the July 6, 2020, Council Meeting

19. Adjournment

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

I, MELINDA WELSH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD CITY COUNCIL WAS POSTED IN A PLACE CONVENIENT TO THE GENERAL PUBLIC IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, ON

DATE

AT TIME

**MELINDA WELSH, TRMC
CITY SECRETARY**

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

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 6/2/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Budget Discussion

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Staff will present an overview of the budget development process, significant challenges and highlights of the proposed budget for fiscal year 2020 - 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

N/A

RECOMMENDATIONS

None at this time

ATTACHMENTS

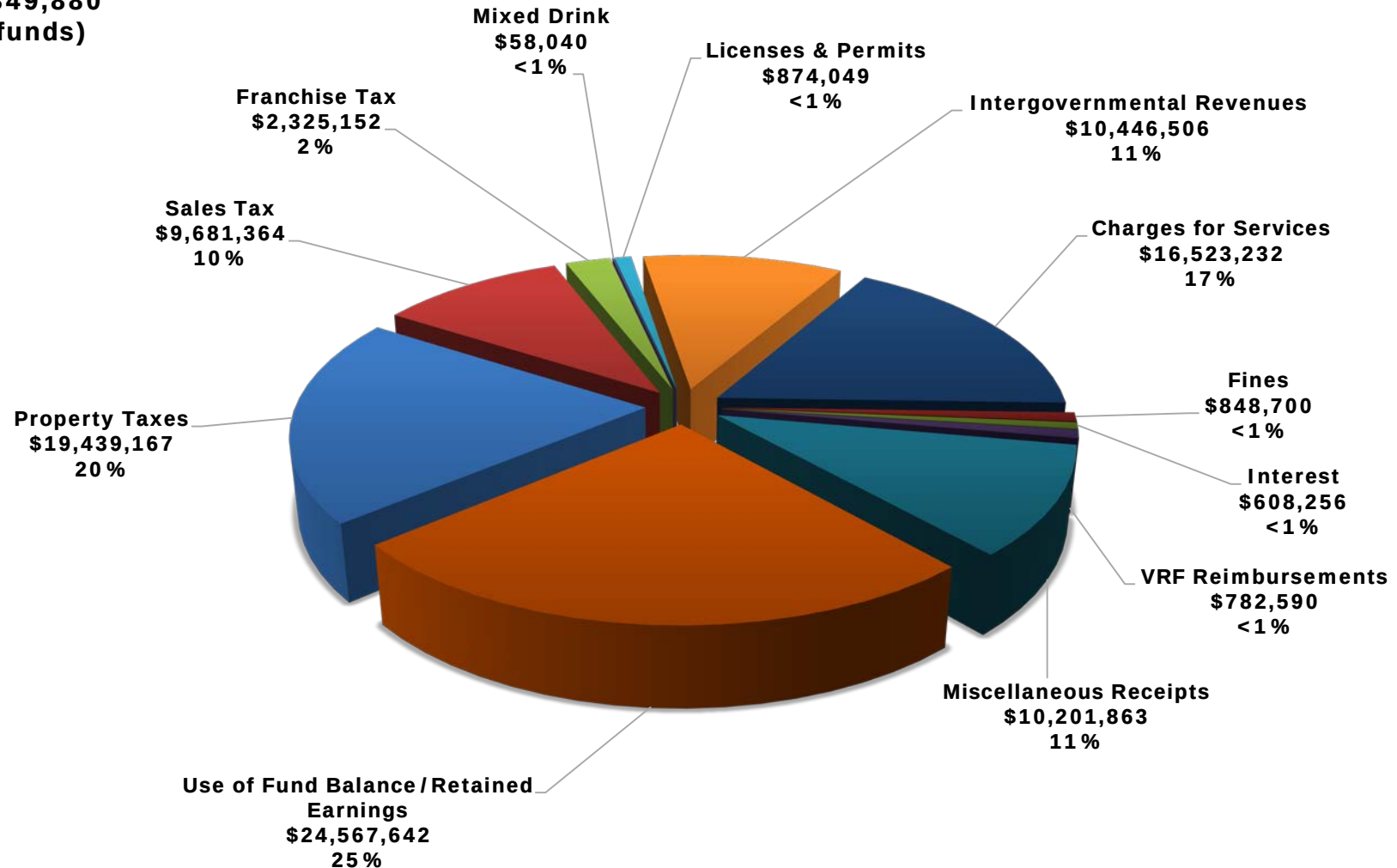
1. FY21 Budget Work Sessionn - 8.3.2020



FY 2020 - 2021 PROPOSED BUDGET OVERVIEW

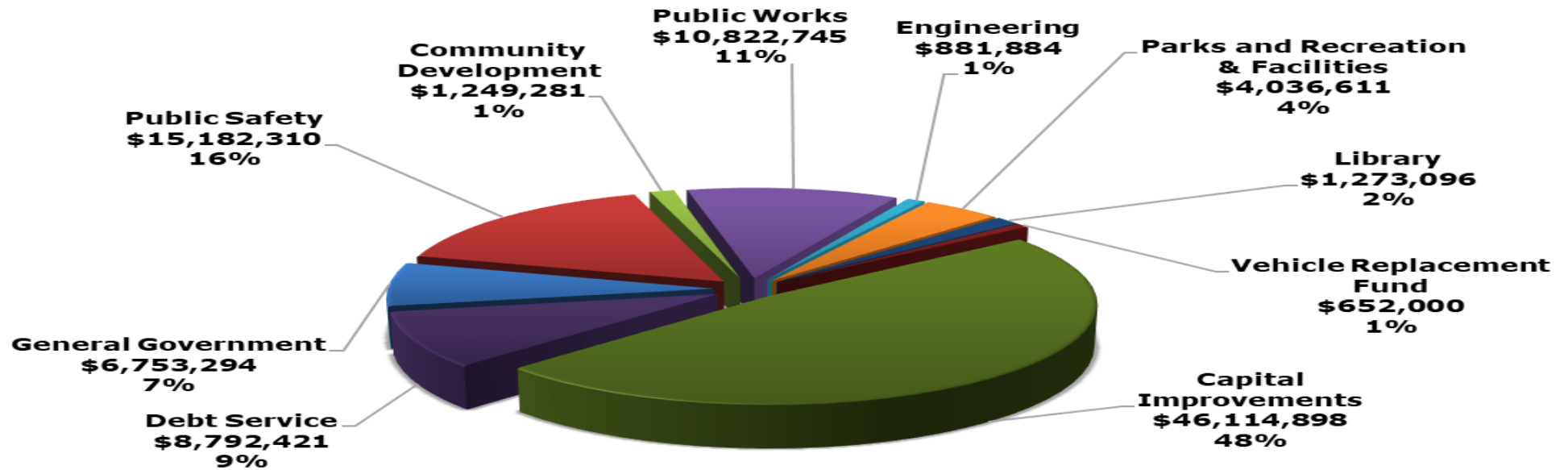
TOTAL REVENUE ~ \$96.3M

FY21 Proposed Budget Revenues
\$96,349,880
(all funds)



TOTAL EXPENDITURES ~ \$95.7M

FY21 Proposed Budget Expenditures \$95,736,224 (all funds)



GENERAL FUND REVENUE ~ \$30.3M

- **Property Tax - \$15.7M**
 - Up \$104K from PY actual (down \$400K from PY budget)
 - Includes penalty & interest for PY collections
- **Sales Tax – \$7.3M – increased \$665K**
- **Franchise Tax – \$2.3M - up about \$169K**
- **Fines – \$800K - increased \$11K**
- **Permits - \$874K – up about \$17K**
- **Intergovernmental – \$591K – up about \$7K**
- **Charges for Services – \$503K - increased \$44K**
- **Miscellaneous/Interest/Cell Tower agreements - \$582K – down about \$33K**
- **Inter-fund Transfer – \$1.6M – up \$163K**
- **Use of Fund Balance - \$500K**

TAX RATE

- **Budgeted Tax Rate - \$0.507633**
 - **Estimated Taxable Value -\$3.8B (up \$167M)**
 - Includes new construction
 - Includes over 65 freeze ceilings value
- **Projected new construction value - \$81M**
- **Tax Debt Service Obligation - \$3.7M**

GENERAL FUND EXPENSES ~ \$30.8M

- **Personnel - \$21.5M – up \$835K**
 - **Restructure of Administrative Services Department**
 - **Human Resources Department**
 - **Information Technology Department**
 - **Merit of 2.75% - \$577K**
 - **Health & Dental Insurance increase - \$97K**
 - **Salary & Benefits growth - \$161K**
- **Non-Personnel - \$9.3M**
 - **Decrease of \$174K from FY20**
 - **Based on Current Services**
 - **Departmental budgets “scrubbed”**
 - **Includes \$500K for Street Maintenance**
- **FAW’s & DP’s included - \$786K**

GENERAL FUND – FAW'S & DP'S

DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OUTSIDE REVENUE SOURCES	NET TOTAL
CITY WIDE	Health Insurance Increase 5%		\$96,947	\$96,947		\$96,947
FVFD-Fire	FVFD Annual Contract Increase for Fire		\$29,500	\$29,500		\$29,500
FVFD-EMS	FVFD Annual Contract Increase for EMS		\$42,300	\$42,300		\$42,300
TOTAL FORCES AT WORK		\$0	\$168,747	\$168,747	\$0	\$168,747
DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OUTSIDE REVENUE SOURCES	NET TOTAL
City Wide	Merit 2.75%		\$577,529	\$577,529		\$577,529
Parks-Rec	New Program - Mother and Son Event		\$6,000	\$6,000	\$6,000	\$0
Parks-Pk Ops	Increase Part-time Park Laborer Position to Full-time (FTE 1.0)		\$33,349	\$33,349		\$33,349
TOTAL DECISION PACKAGES		\$0	\$616,878	\$616,878	\$6,000	\$610,878
TOTAL FAW & DECISION PACKAGES FOR GENERAL FUND		\$0	\$785,625	\$785,625	\$6,000	\$779,625

GENERAL FUND – UNFUNDED DP'S

DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	NET TOTAL
PW-Streets	Traffic & School Zone Signal Repairs/Upgrades	\$60,000		\$60,000
PW-Streets	Polyurethane Concrete Raising System	\$65,000	\$275	\$65,275
PK-Fac Ops	City Hall HVAC Replacement Program		\$16,744	\$16,744
Library	New Digital Services Specialist Position (FTE 1.0)		\$70,912	\$70,912
Pk-Park Ops	Addition to Fleet - Service Truck	\$37,205	\$3,500	\$40,705
PW-Streets	Message Board	\$20,000	\$75	\$20,075
Pk-Park Ops	Stevenson Park Walking Trail and Curbing	\$275,000		\$275,000
Pk-Park Ops	Playground Equipment at Old City Park	\$50,000		\$50,000
TOTAL UNFUNDED DECISION PACKAGES		\$457,205	\$91,506	\$548,711

WATER & SEWER FUND REVENUE ~ \$16.3M

- **Water Revenue - \$8.2M – down \$843K**
 - Includes utility cost of service & rate study recommended rates for FY21
- **Sewer Revenue - \$7.5M – up \$963K**
 - Winter months average for single family residential customers
 - 100% of water consumption for all other customers
- **Administrative Fees - \$393K – up \$37K**
 - Includes late payment penalties, disconnection / reconnection fees, same day services connections, etc.
- **Water Meter Sales - \$30K – no change**
- **Interest - \$103K – down \$11K**

WATER & SEWER EXPENDITURES ~ \$16.1M

- **Personnel - \$2.6M**
 - **Administrative Services Restructure**
 - **Human Resources Department**
 - **Merit of 2.75% - \$69K**
 - **Health & Dental Insurance increase - \$15K**
 - **TMRS Rate Increase**
- **Non-Personnel - \$13.5M**
 - **Net decrease of \$3.6M from FY20**
 - **Blackhawk WWTP capital improvement projects funded in FY20**
 - **Based on current services**
 - **Departmental budgets “scrubbed”**
 - **Includes \$300K for sewer maintenance**
- **Debt Services Obligations included - \$6.1M**
- **FAW's & DP's included - \$302K**

WATER & SEWER FUND – FAW'S & DP'S

DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OUTSIDE REVENUE SOURCES	NET TOTAL
City Wide	Health Insurance Increase 5%		\$14,535	\$14,535		\$14,535
PW-Wtr Ops	Purchased Water rate increase @ 9%		\$123,000	\$123,000		\$123,000
PW-Swr Ops	Blkhwk WW Operations increase @ 4.5%		\$95,500	\$95,500		\$95,500
TOTAL FORCES AT WORK		\$0	\$233,035	\$233,035	\$0	\$233,035
DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	TOTAL	OUTSIDE REVENUE SOURCES	NET TOTAL
City Wide	Merit 2.75%		\$ 69,299	\$69,299		\$69,299
TOTAL DECISION PACKAGES		\$0	\$69,299	\$69,299	\$0	\$69,299
TOTAL FAW & DECISION PACKAGES FOR WATER & SEWER FUND		\$0	\$302,334	\$302,334	\$0	\$302,334

WATER & SEWER FUND – UNFUNDED DP'S

DEPT	DESCRIPTION	ONE TIME COST	ONGOING COST	NET TOTAL
PW-Swr Util	Replace current 2002 Backhoe (PW116)	\$120,000	\$6,000	\$126,000
Engineering	Survey Grade Drone	\$9,385	\$4,990	\$14,375
PW-Swr Ops	Addition to Fleet - Class 5 Truck with Service Body and other equipment	\$65,500	\$5,500	\$71,000
PW-Swr Ops	Mechanic Tools & Equipment	\$20,000		\$20,000
PW-Wtr Ops	New Operations Maintenance Worker Position (FTE 1.0)		\$58,320	\$58,320
PW-Wtr Util	New Crew Leader Position (FTE 1.0) and Class 5 Truck with Service Body	\$65,500	\$79,241	\$144,741
TOTAL UNFUNDED DECISION PACKAGES		\$280,385	\$154,051	\$434,436

NEXT STEPS

- **Key Dates**
 - **Proposed Budget Delivered – 7/31/2020**
 - **Budget Work Session – 8/3/2020**
 - **Proposed Budget Public Hearing – 8/31/2020**
 - **Public Hearing on Tax Rate – 9/14/2020**
 - **Budget & Tax Rate Adoption – 9/14/2020**
- **Council Input/Direction Needed**

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Capital Improvement Project Update

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City Council will be updated on the latest news regarding ongoing Capital Improvement Projects in the City. Updates will include projects such as the Friendswood Lakes Boulevard, the rehabilitation of Lift Station #23, the 2019-2020 Street Maintenance Program, and more.

The update will be in the form of a Power Point presentation to be provided at the Council Meeting. Also presented will be ArcGIS StoryMaps, a new way to keep the public informed about CIP through interactive maps.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. August 2020 CIP Update AGENDA

CITY OF FRIENDSWOOD

Capital Improvement Projects Update



Street Maintenance Program

2019-2020

Program is over 50% complete

\$4 Million in 2020

3/8th cent sales tax



Street Maintenance Program

2019-2020

\$759,536 in concrete street repairs completed so far (58,915 SQ. FT.)

Approximately 1 lane mile of roadway



Street Maintenance Program

2019-2020

Concrete Streets Addressed So Far:

Castle Harbour Dr.

Castlewood Dr.

Falcon Ridge Blvd.

Greenbriar Dr.

Laurel Ln.

Merriewood Dr.

Penn Dr.

Quaker Dr.

San Joaquin Pkwy

San Miguel Dr.

Tanglewood Dr.

Westood Dr.

Wittier Oaks Dr.

Winding Way

Vaquero

Winding Rd.



Street Maintenance Program

2019-2020

Upcoming Concrete Streets:

Appleblossom Ln.

Bentwood Ln.

Laura Leigh Ln.

Mary Ann Dr.

Parkview Dr.

Azalea Trl.

Camellia Ct.

Carolina Ct.

Pennystone Way

Applewood Dr.

St. Andrew's Dr.



Street Maintenance Program

2019-2020

55,892 square yards in asphalt repairs nearing completion
(\$1,383,327)

Over 8.5 lane miles of roadway reclaimed



Street Maintenance Program

2019-2020

Asphalt Streets Addressed So Far:

John Ave.

Judy Ave.

Steele Dr.

Thomas Dr.

Myrtlewood Dr.

Crawford Dr.

Melody Ln.

Chester Dr.

Rustic Ln.

Clover Ridge Ave.

Westfield Ln.

Meadowlark Ave.

Mandale Rd.

Colt Rd.

Diamond Lane



Street Maintenance Program

2019-2020

Upcoming Asphalt Streets:

Layfair Pl.

Rancho Cir.

Merriewood Dr.

Clearview Ave.

Garden Dr.

Murphy Ln.

Clear Creek Dr.

Park Ln.

Leisure Ln.



Friendswood Lakes Boulevard

(Between Stoney Lake Drive & West Boulevard)

Bids opened June 9th

Apparent low bid: \$4.27 Million (includes road construction, construction of 4800 feet of 8" waterline, and 1400 feet of 8" and 10" sewer main)



Friendswood Lakes Boulevard

(Between Stoney Lake Drive & West Boulevard)

Galveston County Commissioners'
Court anticipated award date: July
27th

Notice to Proceed: By end of August

Contract Time: 270 days (Late May
2021)



Lift Station #23

(FM 518 & Oak Dr.)

Construction: \$3.5 Million

Bypass pumping and
demolition work underway

Scope will now include in
installation of a package lift
station dedicated to serve the
Century Oaks Subdivision



Fire Station 2 Reconstruction & Training Upgrades

RFQ closed July 16th

13 Responses to the RFQ

Engineering and FMO Staff, as well as members of the FVFD are evaluating qualifications

Firm interviews anticipated early August



Public Safety Building Expansion

RFQ closed July 16th

18 Responses to the RFQ

Engineering, FMO, and PD Staff are evaluating qualifications

Firm interviews anticipated mid-August



Other Agency Projects

HARRIS COUNTY

Beamer Road/FM 2351 Intersection Upgrades

Work resumed July 20th

Up to 6 months construction time

Project will address congestion at this intersection



Other Agency Projects

Texas Department of Transportation

FM 518 Mill and Overlay

Milling started July 20th, most work scheduled for night time to alleviate congestion

FM 518 Curb Ramp, Sidewalk, & Traffic Signal Upgrades

\$3.5 Million

60% design plans recently received and reviewed

Let in February 2021



QUESTIONS?



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: August 3, 2020

Date submitted: 7/21/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Oath of Office administered to reappointed Municipal Court Judge James Woltz

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

At the July 6, 2020, City Council meeting, the Mayor recommended the reappointment of Judge James Woltz to the City of Friendswood Municipal Court. This position is appointed every two years.

Now that this appointment has been approved by Council, the Oath of Office will be administered.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/22/2020

Prepared by: Morad Kabiri, City Manager

Subject: Hurricane Harvey Update

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Hazard Mitigation Grant Program - Buyouts/Acquisitions

- 24 properties included in the initial application
- 3 properties have closed
- 7 properties are under negotiations and were sent final offer letters
- 14 properties declined offers
- Demolition services have started on the properties acquired

Texas Water Development Board - Flood Mitigation Assistance Grant

- 4 properties included in the initial application
- 3 properties closed/soon to be closed upon
- 1 properties have declined offer
- Demolition services have started on the properties acquired

CDBG-Disaster Recovery (Harris County)

- Kick-off meeting with Harris County held for the Blackhawk Facility (old Food Lion)
- Finalized contract for the Forest Bend Detention Project

CDBG-Disaster Recovery (Galveston County)

- Kick-off meetings with the GLO have been held for both the infrastructure projects: (1) utility line burial; and (2) Deepwood flood mitigation
- Kick-off meetings with the GLO have been held for the acquisition project (Deepwood and Frenchman's Creek)

FEMA Disaster Assistance

- FEMA has completed their review of the Deepwood/Shadwell damage costing/project efforts.
- The State and Feds are currently reviewing our project to acquire the Blackhawk Facility (the old Food Lion)

CDBG Mitigation Applications

- Engineering staff working with neighboring drainage districts on application development for regional mitigation projects

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/22/2020

Prepared by: Morad Kabiri, City Manager

Subject: Coronavirus Disease 2019 (COVID-19) Update

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

As a result of the Coronavirus, staff has implemented and continues to follow our *Continuity of Operations* and *Pandemic Plans*:

- Monitoring the pandemic;
- Cancelled some public gatherings and events;
- Disinfecting workspaces and vehicles;
- Enacted use of PPEs for all employees
- Ramped up communications, both internally and externally, of CDC advisories, and;
- Pursuing Coronavirus Relief Funding via the CARES Act
- Partnered with Galveston County to continue testing the rest of this calendar year
- Extended screening protocols for public meetings, previously applicable only to staff, to all participants

A Public Health Event Declaration has been made in accordance with the *Pandemic Plan*.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: August 3, 2020

Date submitted: 6/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Annual Report from the Community and Economic Development Committee

Originating Department: City Manager

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

Annual Report from CEDC Chair, Skip Evans

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CEDCAnnualReportAugust2020
2. CEDCAnnualReporttoCityCouncilAugust2020

Community and Economic Development Committee Annual Report to City Council August 3, 2020

The following is the CEDC's 2020 Annual Report. The Community and Economic Development Committee has seven members that include Chair Skip Evans, Vice Chair Jennifer Whitley, Meg Crowley, Blaise Guzzetta, Mike Hickey, and Pauline Moore. Currently, there is one vacancy from the recent appointment of Tom Hinckley to the Planning and Zoning Commission. Committee liaisons include City Councilmember Brent Erenwert, Friendswood Chamber of Commerce President - Carol Marcantel, Friendswood Independent School District Chief Financial Officer – Amber Petree, and City staff - Karen Capps.

The CEDC held four meetings in 2019, and due to COVID-19, two this year. The following are some of the CEDC's accomplishments and recommendations during the past year.

The CEDC's mission statement: ***The CEDC will actively recruit and retain quality businesses to diversify Friendswood's tax base.***

The following are some 2019-2020 highlights.

- In April, the City disbursed a \$50,000 municipal grant check to Leisure Lane LLC for the Virgata Commons development. The \$5.43 million, 20,424 square foot shopping center created more than 100 new jobs, additional property and sales tax revenue to the city, and provided new dining opportunities including Jersey Mike's, Chipotle Mexican Grille, Mod Pizza as well as other businesses.
- The four-story building that City Council approved in May 2019 is nearing completion with interior buildouts underway. The \$10 million, 63,400 square foot building at 505 South Friendswood Drive in downtown will be completed by the end of this year and be home to about 200 employees. Tenants include Houston Methodist Physical Therapy, Castle Biosciences, Potter Handy Law Office, Dentistry 4 Children & Adults 2, and HV Services.
- In May, the CEDC reviewed a municipal grant application from Texas Behavioral Health (TBH). TBH plans to construct a new \$1.29 million, 10,400 square foot commercial building on the property they own at 104 Whispering Pines. TBH will move part of their administrative offices to the new building and hire an additional 10-12 employees. This will free up clinical space in the primary building for doctors to see patients.
- Since 2008, the City has awarded \$360,000 to businesses through the Municipal Grant Program, which in turn has created \$47 million in taxable value, added 214,011 square feet of commercial space, and created or retained approximately 520 jobs in the city.

- Over the last year, CEDC members have continued visiting businesses to meet with owners, understand their product or service, learn about their future growth potential or expansion needs, and to better understand how the City can provide support. The committee visited Castle Biosciences, Inc., Friendswood Hardware, The Law Office of Alton C. Todd, Express Employment Professionals, Lary's Designs, and APA Designs. Information about these visits was shared on the City's Economic Development Facebook page.
- CEDC Members also visited local eateries to show support including Between Us Tea Room, Between Us Wine Lounge, Nobi Asian Grill, La Escondida, and Center Court Pizza.
- CEDC members attended the much awaited grand opening of Chick-fil-A earlier this year on March 5th.
- This year's Party on the Patio was postponed due to COVID-19, but the committee plans to hold the event next year with the Friendswood Chamber of Commerce.
- Over the next year, the CEDC looks forward to continuing group visits to businesses, reviewing any grant applications, any proposed ordinance changes, policies, and goals that will assist the City in furthering economic development and making Friendswood an economically viable place to live and work.

In conclusion, it is the CEDC's privilege to serve in the capacity of an economic development advisory committee to City Council. We volunteer to make a difference in Friendswood. Thank you.

Annual Report to City Council



Community & Economic Development Committee

Skip Evans, Chair

August 3, 2020

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Committee Members

Skip Evans – Chair

Jennifer Whitley – Vice Chair

Meg Crowley

Blaise Guzzetta

Mike Hickey

Tom Hinckley

Pauline Moore

Liaisons

Brent Erenwert

Carol Marcantel

Amber Petree



CEDC Members



\$50,000 Municipal Grant

Virgata Commons, 1765/1769 S. Friendswood Dr., 20,424 sf, Jobs Created/Retained: 100



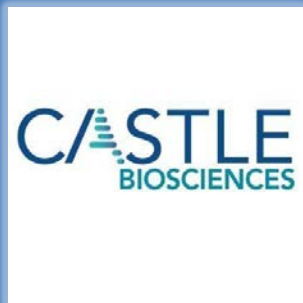
\$100,000 Municipal Grant

Tannos III, 505 S. Friendswood Dr., 63,400 sf, Jobs Created/Retained: 200



\$13,000 Municipal Grant

Texas Behavioral Health, 104 Whispering Pines, 10,400 sf, Jobs Created/Retained: approx. 40



Business Visits

FY 2019-20



Business Visit with Castle Biosciences, Inc.

Derek Maetzold - CEO/Founder, Date of visit: 09/09/2019



Business Visit with Friendswood Hardware

Pat Robinson - Owner - CEO/Founder, Date of visit: 10/23/2019



Business Visit with Law Office of Alton C. Todd

Alton Todd – President, Date of visit: 11/13/2019



Business Visit with Express Employment Professionals

Mark Conrad - Owner, Date of visit 02/25/2020





Business Visit with Lary's Designs

Stacy Mendenhall Parsons - Owner, Date of visit: 03/05/2020



Business Visit with APA Designs

Lexi Allegra - Owner, Date of visit: 02/27/2020



CEDC Lunch – Between Us Tea Room

08/16/2019



CEDC Meet Up – Between Us Wine Lounge

02/05/2020



CEDC Lunch – Nobi Asian Grill

09/13/2019



CEDC Lunch – La Escondida

01/24/2020



CEDC Lunch – Center Court Pizza

10/21/2019



Chick-fil-A Grand Opening

03/05/2020

Thank you!



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding authorizing the monthly transfer of funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust.

Originating Department: Human Resources

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Proceeding: Special Meeting of the City of Friendswood Employee Benefit Trust, Approving the insurance renewal offers and Authorizing the Transfer of Funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust.

SUMMARY / ORIGINATING CAUSE

In September 2012, Council approved the creation of a Single Nonprofit Trust for the purpose of providing City employees, employee dependents and retirees with group life and health benefits, either directly or through the purchase of insurance and to perform operations as specified in the trust agreement. The creation of the Friendswood Employee Benefit Trust makes the City exempt from the approximate 1.75% embedded State tax contained in medical, dental, vision, life, AD&D, and LTD insurance premiums. In accordance with the Employee Benefit Trust (EBT), the renewal offers from BC/BS of Texas, Guardian, VSP and Lincoln Financial require approval of the EBT.

The process and action is outlined below:

Recess the regular meeting of the City Council to convene a meeting of the City of Friendswood Employee Benefits Trust for which a separate Employee Benefit Trust Agenda has been posted. Adjourn the City of Friendswood Employee Benefit Trust meeting and reconvene into the regular session of the City of Friendswood City Council. Following reconvening of the Council meeting approve the following agenda item "Discussion and possible action regarding authorizing the monthly transfer of funds from the City of Friendswood to the City of Friendswood Employee Benefit Trust."

Employee Benefit Program

The City makes available to all full-time employees the following lines of insurance: Health, Dental, Vision, Life, and Long-term Disability.

Employee participation in the offered Health, Dental, and Vision insurances is optional. The employee

share in the cost of the health and dental insurance. The cost of Vision insurance is the bore by the employee.

After reviewing the proposed renewals, we recommend accepting the renewal from Blue Cross Blue Shield of Texas for health insurance and accepting the renewal from Guardian for dental insurance. The City provides a life insurance benefit equal to one year of salary and long-term disability insurance for the employees.

The City also offers additional products to the employees that are paid by the employee. This includes additional life insurance, vision coverage, accident policies, etc.

A historical perspective and the current proposed rates for health and dental insurance is outlined on the attached schedules. The proposed health insurance rates represent an increase of 5%. The proposed dental insurance renewal represents a rate increase of 0%.

This 5% cost renewal was achieved based the city's claim experience, collaborative purchasing with other entities, current pandemic, and negotiations by the broker representing the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Establishment of the Single Nonprofit Trust in September 2012, allows the removal of approximately 1.75% of State tax embedded in the premiums of Medical, Dental, Vision, Life, AD&D, and Long Term Disability insurance. This creates a financial savings for the City and its' employees by reducing premiums. We estimate this saves to be about \$45,000 to \$50,000 annually.

RECOMMENDATIONS

Human Resources recommends passage to provide quality healthcare and benefit options to the City employees.

ATTACHMENTS

1. Employee Benefit Trust Agenda 2020
2. CO Friendswood_Renewal Presentation
3. Cost comparison Medical - Dental FY 2020
4. 2020 - 2021 Rates Sheet
5. EBT - Signed Documents

CITY OF FRIENDSWOOD

EMPLOYEE BENEFIT TRUST AGENDA

NOTICE is hereby given of a special meeting of the City of Friendswood Employee Benefit Trust to be held Monday, August 3, 2020 at (Time) at the City of Friendswood City Hall, 910 South Friendswood Drive, Friendswood, Texas, for the purpose of considering the following agenda items. The City of Friendswood Employee Benefit Trust reserves the right to retire into Executive Session concerning any of the agenda items whenever it is considered necessary and legally justified pursuant to Texas Government Code, Chapter 551.

1. Call the Meeting to Order

2. Consent Agenda:

- A Consider action accepting the renewal offer from Blue Cross/Blue Shield of Texas for Employee Medical and Pharmacy Insurance
- B Consider action accepting the renewal offer from Guardian for Employee Dental Insurance.
- C Consider action to accept the renewal offer from Guardian for Employee Life/AD&D Insurance.
- D Consider action to accept the renewal offer from VSP for Employee Vision Insurance.
- E Consider action to accept the renewal offer from Lincoln Financial for Employee Long Term Disability (LTD) Insurance.
- F Consider action to approve contract from Blue Cross/Blue Shield of Texas for ancillary products, Group Long Term Disability

3. Adjourn

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (281) 996-3270 for further information.

I, MELINDA WELSH, CITY SECRETARY OF THE CITY OF FRIENDSWOOD DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE FRIENDSWOOD CITY COUNCIL WAS POSTED IN A PLACE CONVENIENT TO THE GENERAL PUBLIC IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, ON (DATE), AT ____ PM.

MELINDA WELSH, TRMC
CITY SECRETARY



City of Friendswood 2020/2021 Renewal Presentation

Bob Treacy, LHIC | July 2020



Gallagher

Insurance | Risk Management | Consulting

Renewal Analysis

I. Medical Renewal

I. Ancillary Lines

A. Dental

B. Vision

C. Life/AD&D

D. LTD

II. Disclosures and Disclaimers

Medical Plans

Renewal Analysis

Renewal

Medical – Dual Plan Options

Carrier Plan Name			BCBS TX 1500 Plan	BCBS TX 2500 Plan	BCBS TX 1500 Plan	BCBS TX 2500 Plan	BCBS TX BE 1500 Plan
Individual Annual Deductible			\$1,500	\$2,500	\$1,500	\$2,500	\$1,500
Family Annual Deductible			\$4,500	\$7,500	\$4,500	\$7,500	\$4,500
Co-insurance			80%	80%	80%	80%	80%
Individual Out of Pocket Maximum			\$4,500	\$5,500	\$4,500	\$5,500	\$4,500
Family Out of Pocket Maximum			\$10,200	\$10,200	\$10,200	\$10,200	\$10,200
PCP Visit Copay			\$30	\$25	\$30	\$25	\$30
Specialist Visit Copay			\$30	\$25	\$30	\$25	\$30
TeleHealth Copay			\$30	\$25	\$30	\$25	\$30
Routine Lab/Imaging							
• Billed by Physician			No Charge	No Charge	No Charge	No Charge	No Charge
• Free Standing			No Charge	No Charge	No Charge	No Charge	No Charge
• Out Patient Hospital Facility			No Charge	No Charge	No Charge	No Charge	No Charge
Emergency Room							
• Facility			\$100 + 20%	\$100 + 20%	\$100 + 20%	\$100 + 20%	\$100 + 20%
• Physician			Included	Included	Included	Included	Included
• Urgent Care			\$55	\$50	\$55	\$50	\$55
RX Card Co-Pays							
Rx Out of Pocket Max			\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000
• Copays			\$20/\$35/\$50	\$10/\$40/\$60	\$20/\$35/\$50	\$10/\$40/\$60	\$20/\$35/\$50
• Mail Order			3X	3X	3X	3X	3X
Generic Push/Step Therapy/Prior Auth			Yes	Yes	Yes	Yes	Yes
Rates	1500	2500	Current	Current	Renewal	Renewal	Renewal
Employee	93	8	\$652.70	\$616.58	\$685.34	\$647.41	\$647.48
Employee + Spouse	18	2	\$1,444.29	\$1,364.35	\$1,516.50	\$1,432.57	\$1,432.74
Employee + Child(ren)	35	0	\$1,202.60	\$1,136.06	\$1,262.73	\$1,192.86	\$1,192.98
Employee + Family	42	5	\$2,089.60	\$1,973.94	\$2,194.08	\$2,072.64	\$2,072.88
Monthly Cost			\$216,552.52	\$17,531.04	\$227,380.53	\$18,407.62	\$18,409.72
Annual Cost			\$2,598,630.24	\$210,372.48	\$2,728,566.36	\$220,891.44	\$220,916.64
Combined Annual Cost			\$2,809,002.72		\$2,949,457.80		\$2,798,759.28
Change from Current			N/A		5.0%		-0.4%

Other Lines of Coverage

Ancillary Lines of Coverage

Dental - Interlocal

Carrier				Guardian NAP PX		Guardian PPO VZ		Guardian DHMO	
Plan Name									
Calendar Year Max				\$1,500		\$1,500		\$5 Copay per Visit	
CY Deductible				\$50 Ind/\$150 Fam		\$50 Ind/\$150 Fam		None	
Ortho Life Max				\$1,500		N/A		Fee Schedule	
Preventive Services				100% Ded Waived		100% Ded Waived		Fee Schedule	
Basic Services				80% After Ded		80% After Ded		Fee Schedule	
Major Services				50% After Ded		50% After Ded		Fee Schedule	
Orthodontia				50% Ded Waived		N/A		Fee Schedule	
				Out of Network		Out of Network		Out of Network	
R & C				90th Percentile		MAC		N/A	
Rates	NAP PX	PPO VZ	DHMO	Current	Renewal	Current	Renewal	Current	Renewal
Employee	107	66	0	\$36.65	\$36.65	\$25.97	\$25.97	\$12.05	\$12.05
Employee + Spouse	52	23	0	\$65.50	\$65.50	\$47.53	\$47.53	\$20.28	\$20.28
Employee + Child(ren)	39	11	0	\$81.78	\$81.78	\$50.14	\$50.14	\$26.95	\$26.95
Employee + Family	113	40	0	\$111.54	\$111.54	\$72.46	\$72.46	\$32.88	\$32.88
Monthly Cost				\$23,120.99	\$23,120.99	\$6,257.15	\$6,257.15	\$2,873.39	\$2,873.39
Annual Cost				\$277,451.88	\$277,451.88	\$75,085.80	\$75,085.80	\$34,480.68	\$34,480.68
Change from Current				0.00%		0.00%		0.00%	

Ancillary Lines of Coverage

Vision

Plan Name	VSP Vision	
Exam/ Materials	\$10/\$25	
Frames Allowance	\$130 + 20%	
Single Lenses	Included	
Bi Focal Lenses	Included	
Tri Focal Lenses	Included	
Progressive Lenses	\$55-\$175	
Elective Contacts Allowance	\$130	
Fitting Exam	\$60	
Necessary Contacts	100% covered	
Frequency	12/12/12	
	Out of Network	
Exam Allowance	\$45	
Frames Allowance	\$70	
Single Lenses Allowance	\$30	
Bi Focal Lenses Allowance	\$50	
Tri Focal Lenses Allowance	\$65	
Progressive Lenses Allowance	\$50	
Elective Contacts Allowance	\$105	
Necessary Contacts Allowance	\$210	
Rates	Current	Renewal
Employee	\$9.63	\$9.63
Employee + Spouse	\$15.40	\$15.40
Employee + Child(ren)	\$15.72	\$15.72
Employee + Family	\$25.35	\$25.35
Change from Current	0.00%	
Rate Guarantee Until	10/1/2022	

Ancillary Lines of Coverage

Basic Life, Voluntary Life

Carrier	Guardian Basic Life	
Definition of Employee	Full-time Active Employees working 30 hours a week	
Definition of Earning	Exclude Bonus & Commissions	
Employee Benefit	1X Salary	
Maximum Benefit	\$250,000	
Guarantee Issue Limit	Full Benefit	
	Age Reductions	
Age 65	35%	
Age 70	50%	
Rates	Current	Renewal
Life Rate Per \$1000	\$0.220	\$0.220
AD&D Rate Per \$1000	\$0.020	\$0.020
Total Rate Per \$1000	\$0.240	\$0.240
Est. Monthly Volume	\$20,400,950	\$20,400,950
Est. Monthly Cost	\$4,896.23	\$4,896.23
Est. Annual Cost	\$58,754.74	\$58,754.74
Change from Current	0.00%	
Rate Guarantee Until	10/1/2021	

Carrier	Lincoln Voluntary Life	
Benefits	Full-time Employees working 30 hours a week	
Definition of Employee	5X Earning; Max \$500,000	
Employee Benefit	50% EE; Max \$250,000	
Spouse Benefit	25	
Child Benefit -Limiting Age	\$250	
Birth - 6 Mos	\$10,000	
6 Mos - Limiting Age	\$150,000	
Employee Guarantee Issue	\$10,000	
Under age 60	\$30,000	
Age 60-69	None	
Spouse Guarantee Issue	\$10,000	
Under age 60	Equal to life	
Age 60-69	Equal to Employee	
Child Guarantee Issue	Included	
Employee AD&D Benefit	Age Reductions	
Spouse AD&D Benefit	35%	
Portability	55%/ Terminate	
	Terminate	
Age 65		
Age 70		
Age 75		
Rates per \$1000	Employee	Spouse
Under 30	\$0.080	\$0.080
30-34	\$0.090	\$0.090
35-39	\$0.110	\$0.110
40-44	\$0.170	\$0.170
45-49	\$0.280	\$0.280
50-54	\$0.550	\$0.550
55-59	\$0.890	\$0.890
60-64	\$1.080	\$1.080
65-69	\$1.860	\$1.860
70-74	\$4.410	\$4.410
75+	\$16.850	\$16.850
AD&D Rate	\$0.045	
Child Rate	\$2.000	

Ancillary Lines of Coverage

LTD & Vol STD

Plan Name	Lincoln LTD	
Benefits		
Eligibility	Full-time Employees working at least 30 hours per week	
Definition of Earnings	Excludes Bonuses and Commissions	
Employee Benefit	60% of Monthly Earnings	
Maximum Monthly Benefit	\$6,000	
Elimination Period Accident	90 Days	
Elimination Period Sickness	90 Days	
Benefit Duration	to age 65/SSNRA	
Pre-Existing Limitation	3/12	
Own Occupation	24 Months	
Zero Day Residual		
Rates	Current	Renewal
Rate Per \$100	\$0.340	\$0.422
Est. Monthly Volume	\$1,108,840.00	\$1,108,840.00
Est. Monthly Cost	\$3,770.06	\$4,679.30
Est. Annual Cost	\$45,240.67	\$56,151.66
Change from Current	24.12%	
Rate Guarantee Until	10/1/2022	

Plan Name	Lincoln Vol STD	
Benefits		
Employee Benefit	60%	
Maximum Weekly Benefit	\$1,000	
Earnings Definition	Weekly Earnings, including Commissions, excluding Overtime and Bonuses	
Elimination Period Accident	7 Days	
Elimination Period Sickness	7 Days	
Benefit Duration	13 Weeks	
Pre-Ex	12/12	
Maternity	Subject to Pre-Ex	
Sick Day Integration	Included	
Zero Day Residual	Included	
	Current	Renewal
Rate Per \$10	\$0.490	\$0.613
Est. Monthly Volume	\$10,021.00	\$10,021.00
Est. Monthly Cost	\$49.10	\$61.43
Est. Annual Cost	\$589.23	\$737.14
Change from Current	25.10%	
Rate Guarantee Until	10/1/2022	

Ancillary Lines of Coverage

Worksite Coverages

Carrier Name	Guardian
Benefits	v Accident Plan
Disability Benefit	Off the Job Coverage Employee: \$25,000 Spouse: \$12,500
AD&D Benefit	Child (up to age 26): \$5,000
Emergency Treatment	\$175
Follow-up Treatment	\$50 up to 6 treatments
Physical Therapy	\$25/ up to 10 days
Appliance	\$125
Fracture	Schedule up to \$5,500
Dislocations	Schedule up to \$4,400
Initial Hospitalization	\$1,000
Daily Hospital	\$225
Daily Hospital Limit	365 days
Portability	Included until age 70
Miscellaneous	Wellness Benefit of \$50 per year
Rates	Current
Employee	\$12.43
Spouse	\$21.04
Child	\$21.65
Family	\$30.26
Participation requirements	5 employees
Rate Guarantee Until	10/1/2021

Carrier Name	Guardian	
Benefits	v Critical Illness	
Offering	Employee: \$10,000 or \$20,000 Spouse: \$10,000 or \$20,000 Child: 50% of employee	
Guarantee Issue	Employee: \$20,000 Spouse: \$10,000 Child: 25% of Employee	
Ages	Child up to age 26	
Pre-Ex Limitation	Waived	
Health Screening Benefit	\$50	
Initial Illness Diagnosis	Cancer: up to 100% Vascular: up to 100% Other Conditions: up to 100%	
Recurrence Diagnosis	Cancer: up to 50% Vascular: up to 50% Other Conditions: up to 50%	
Benefit Reduction	50% at age 70	
Miscellaneous	Must have more than 3 months between benefits and recurrence for related Critical Illness	
Rates per \$1000	\$10,000	\$20,000
Under 30	\$7.92	\$14.22
30-39	\$9.36	\$17.06
40-49	\$15.09	\$28.39
50-59	\$26.65	\$51.25
60-69	\$44.94	\$87.54
70+	\$80.41	\$158.01
Child	\$0.00	
Participation requirements	5 employees	
Rate Guarantee Until	10/1/2021	

Carrier Name	Guardian
Benefits	v Hospital Indemnity
Guarantee Issue	Yes
Pre-Ex Limitation	Waived
Pregnancy Pre-Ex Covered	Yes
Mental & Nervous	No
Drug & Alcohol	No
Initial Hospitalization	\$1,000
Initial Hospital Limit	365 Days
Daily Hospital	\$200
Daily Hospital Limit	30
Portability	Included
Waiver of premium	Included
Miscellaneous	
Rates per employee age	Current
Employee	\$22.49
Employee+ Spouse	\$46.94
Employee + Children	\$36.64
Employee + Family	\$61.09
Participation requirements	5 employees
Rate Guarantee Until	10/1/2021

Compensation - Health

A.M. Best Ratings & Compensation - Health

- While GBS does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier or HMO. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's Standard & Poors and Weiss Ratings (TheStreet.com). Generally, agencies that provide ratings of U.S. Health Insurers, including traditional insurance companies and other managed care (e.g. HMO) organizations, reflects their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

Carrier	Quote Status	Commission/Supplemental Compensation
Medical, Rx		
BCBSTX	Renewal	5% / \$7.50 to \$15.00 PEPY
Dental		
Guardian	Renewal	5% / 0% to 7% of premium
Vision		
VSP	Renewal	Sliding 10% / 0%

Compensation - Non-Health

A.M. Best Ratings & Compensation – Non-Health

Carrier	Status	Commission/Supplemental Compensation	AM Best Rating
Life/AD&D			
Guardian	Renewal	15% / 0% to 7% of premium	A++/XV
Vol Life / AD&D			
Lincoln	Renewal	15% / 1.5% of premium	A+/XV
Vol STD			
Lincoln	Renewal	15% / 1.5% of premium	A+/XV
LTD			
Lincoln	Renewal	15% / 1% to 4.5% of premium	A+/XV
Voluntary Benefits - CI / Accident / Hospital Indemnity			
Guardian	Renewal	60% / 0% to 7% of premium	A++/XV

AM Best Ratings – Non-Health

- Arthur J. Gallagher & Co. uses A.M. Best & Co.'s rating services to evaluate the financial condition of insurers whose policies we propose to deliver. The rating of the carrier and the year of publication of that rating are indicated. Arthur J. Gallagher & Co. makes no representation and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Level	Category	Level	Category
A++, A+	Superior	C, C-	Weak
A, A-	Excellent	D	Poor
B++, B+	Good	E	Under Regulatory / Supervision
B, B-	Fair	F	In Liquidation
C++, C+	Marginal	S	Rating Suspended

Financial Size Categories			
FSC I	Up to 1,000	FSC IX	250,000 to 500,000
FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
FSC VIII	100,000 to 250,000		

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

Disclosures

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to provide legal advice. Questions regarding specific issues should be addressed by your general counsel or an attorney who specializes in this practice area.

This analysis is for illustrative purposes and is not a guarantee of future expenses, claims, costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information for further details in this regard.

Network discount analysis is based on a representative basket of 'goods and services' an employer's health plan(s) could expect to see over the course of a year. It is in no way intended to imply a direct correlation to an employer's actual claim experience. This analysis is designed to approximate a differential in reimbursement rates among various networks in order to assess efficiency and does not in any way represent a guarantee of savings.

This proposal is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

This analysis contains a financial cost summary and an outline of key policy provisions. Although cost is an important factor in placing coverage with a stop loss carrier, key policy provisions are also critical to the selection process and they may represent additional financial liability. For example, a stop loss policy that supersedes a client's plan document language could have a negative financial impact on the Plan. Although most stop loss carriers will agree to cover medically necessary and generally accepted practices and procedures, there may be other limitations which should be considered prior to policy acceptance.

GBS and certain of its insurance carrier markets from time to time enter into arrangements providing for additional compensations to be paid to GBS by such carrier generally with respect to the total volume of premium or insurance coverages written through GBS with that carrier (i.e.: all insurance policies with that carrier where GBS is the broker). It is not clear at this time what these fees and/or commissions retained by GBS, GBS affiliates, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, and similar parties, may earn and retain commissions and/or fees in the course of providing insurance products.

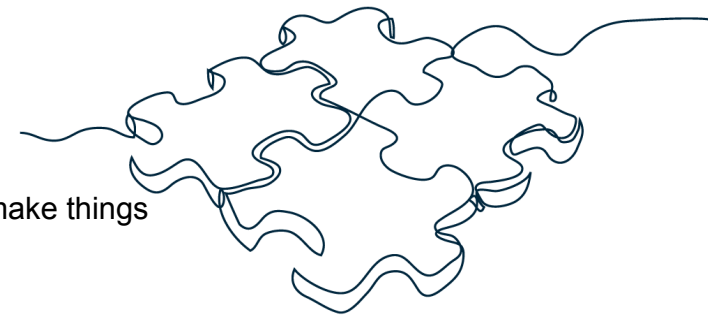
Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan. Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and wholly owned subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services." Securities and Investment Advisory Services may be offered by Gallagher Retirement Services, Inc. and executed through NFP Securities, Inc., Member FINRA/SIPC. Investment advisory services and corresponding named fiduciary services may also be offered through Gallagher Fiduciary Advisors, LLC, a Registered Investment Adviser. Gallagher Fiduciary Advisors, LLC is a single-member, limited-liability company, with Gallagher Benefit Services, Inc. as its single member. Not all individuals of Gallagher and none of Gallagher Fiduciary Advisors, LLC individuals are registered to offer securities or investment advisory services through NFP Securities, Inc. NFP Securities, Inc. is not affiliated with Arthur J. Gallagher & Co., Gallagher Benefit Services, Inc. or Gallagher Fiduciary Advisors, LLC. Neither Arthur J. Gallagher & Co., NFP Securities, Inc., or their affiliates provide accounting, legal, or tax advice.

The Gallagher Way

1. We are a Sales and Marketing Company dedicated to providing excellence in Risk Management Services to our Clients.
2. We support one another. We believe in one another, We acknowledge and respect one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second class citizens – everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness
8. Suspicion breeds more suspicion. To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another. We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our Sales and Marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned – not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher & Co.
19. We're a very competitive and aggressive Company.
20. We run to problems – not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on – not turned off.
23. We are a warm, close Company. This is a strength – not a weakness.
24. We must continue building a professional Company – together – as a team.
25. Shared values can be altered with circumstances – but carefully and with tact and consideration for one another's needs.

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.



- 9 years running -

- Robert E. Gallagher
May 1984

Thank you!

Consultant: Bob Treacy, LHIC
Account Manager: Sara Davis

2245 Texas Dr., Suite 140
Sugar Land, TX 77479



Gallagher

Insurance | Risk Management | Consulting

5% Increase**2020 - 2021 Primary Coverage Medical Rates**

1500 Deductible	Montly Rate	EE Monthly Cost	Employee Monthly Increase	City Monthly Cost	City Monthly increase	EE per pay period for 24 deductions	EE Increase per pay period for 24 deductions	EE Annual Increase	City Annual Increase
Single	\$685.34	\$68.53	\$3.26	\$616.81	\$29.38	\$34.27	\$1.63	\$39.17	\$352.51
Couple	\$1,516.50	\$454.95	\$21.66	\$1,061.55	\$50.55	\$227.48	\$10.83	\$259.96	\$606.56
Adult & Child(ren)	\$1,262.73	\$378.82	\$18.04	\$883.91	\$42.09	\$189.41	\$9.02	\$216.47	\$505.09
Family	\$2,194.08	\$658.22	\$31.34	\$1,535.86	\$73.14	\$329.11	\$15.67	\$376.13	\$877.63

1500 Deductible**2019 - 2020 Primary Medical Rates (Current)**

Single	\$652.70	\$65.27		\$587.43		\$32.64			
Couple	\$1,444.29	\$433.29		\$1,011.00		\$216.64			
Adult & Child(ren)	\$1,202.60	\$360.78		\$841.82		\$180.39			
Family	\$2,089.60	\$626.88		\$1,462.72		\$313.44			

0% Increase**2020 - 2021 Primary Coverage Dental Rates**

PPO	Montly Rate	EE Monthly Cost	Employee Monthly Increase	City Monthly Cost	City Monthly increase	EE per pay period for 24 deductions	EE Increase per pay period for 24 deductions	EE Annual Increase	City Annual Increase
Single	\$35.55	\$3.56	\$0.00	\$32.00	\$0.00	\$1.78	\$0.00	\$0.00	\$0.00
Couple	\$63.53	\$19.06	\$0.00	\$44.47	\$0.00	\$9.53	\$0.00	\$0.00	\$0.00
Adult & Child(ren)	\$79.32	\$23.80	\$0.00	\$55.52	\$0.00	\$11.90	\$0.00	\$0.00	\$0.00
Family	\$108.19	\$32.46	\$0.00	\$75.73	\$0.00	\$16.23	\$0.00	\$0.00	\$0.00

2019 - 2020 Primary Coverage Dental Rates (Current)**PPO**

Single	\$35.55	\$3.56		\$32.00		\$1.78			
Couple	\$63.53	\$19.06		\$44.47		\$9.53			
Adult & Child(ren)	\$79.32	\$23.80		\$55.52		\$11.90			
Family	\$108.19	\$32.46		\$75.73		\$16.23			

Medical, Dental, Vision Insurance for 2020 - 2021

	Monthly Billing Rate	Employee Monthly cost	City Monthly Cost	Employee Per Pay cost at 24 pays/YR
Guardian Dental Insurance	Value Max			
	Single	\$25.97	\$2.60	\$23.37
	Couple	\$47.53	\$14.26	\$33.27
	Adult & Child(ren)	\$50.14	\$15.04	\$35.10
	Family	\$72.46	\$21.74	\$50.72
	PPO			
	Single	\$36.65	\$3.67	\$32.99
	Couple	\$65.50	\$19.65	\$45.85
	Adult & Child(ren)	\$81.78	\$24.53	\$57.25
	Family	\$111.54	\$33.46	\$78.08
BCBS-TX Health Insurance	PPO / 1500 Plan		Primary Plan	
	Single	\$685.34	\$68.53	\$616.81
	Couple	\$1,516.50	\$454.95	\$1,061.55
	Adult & Child(ren)	\$1,262.73	\$378.82	\$883.91
	Family	\$2,194.08	\$658.22	\$1,535.86
	PPO / 2500 Plan		Optional Plan - less coverage	
	Single	\$647.41	\$64.74	\$582.67
	Couple	\$1,432.57	\$429.77	\$1,002.80
	Adult & Child(ren)	\$1,192.86	\$357.86	\$835.00
	Family	\$2,072.64	\$621.79	\$1,450.85
	Kelsey/Memorial Hermann		1500 HMO Style Coverage	
	Single	\$647.48	\$64.75	\$582.73
	Couple	\$1,432.74	\$429.82	\$1,002.92
	Adult & Child(ren)	\$1,192.98	\$357.89	\$835.09
	Family	\$2,072.88	\$621.86	\$1,451.02
VSP Vision Insurance	Vision Plan			
	Single	N/A	\$9.64	0
	Couple	N/A	\$15.40	0
	Adult & one Child	N/A	\$15.72	0
	Family	N/A	\$25.36	0

DECLARATION OF SINGLE NONPROFIT TRUST

I.

The **City of Friendswood**¹ ("City"), as settlor, designates the members of the **City of Friendswood City Council**² to be Trustees and declares that the Trustee hold in trust the funds described in Schedule A attached hereto and incorporated herein by reference, which is the property of the City, and all substitutions and additions to such funds, for the purpose of providing life, disability, sick, accident, and other health benefits to the City's officers, employees, and qualified retirees and their dependents.

II. PURPOSE

This is a single nonprofit trust created for the purpose of providing City officers, employees, and qualified retirees and their dependents with life, disability, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof.

III. DURATION

The Trust shall continue until terminated by operation of law or by majority vote of the Trustees.

IV. TRUSTEES: COMPOSITION, OFFICERS, COMPENSATION, AND MEETINGS

COMPOSITION. The Trustees are the members of the **City of Friendswood City Council**, and the term of each Trustee is contemporaneous with his or her term of office as a Member of the City

¹ The settlor is the entity establishing the trust and may also be a Chapter 172 Pool, a county, a hospital district, or a county or municipal hospital.

² The trustees will govern the operations of the trust and may also be the Trustees of a Chapter 172 Pool, members of a County Commissioners Court, or members of the Board of Directors of a hospital district or of a municipal or county hospital.

Council. Whenever a Trustee ceases to be a member of the **City of Friendswood** City Council, the person succeeding him or her in office will serve as a successor Trustee of the Trust.

OFFICERS. The Mayor shall serve as Chairman and shall preside at meetings of the Trustees and shall have all such other powers as are conferred herein or by majority vote of the Trustees. The Mayor Pro Tem shall serve as Vice Chairman and shall preside at meetings of the Trustees whenever the Chairman is absent. The Secretary shall rotate, coinciding with the **City of Friendswood's** Fiscal Year, between the Council members, skipping the Mayor Pro Tem, beginning with Position 1. The Secretary will oversee the preparation of meeting agendas, giving notice of meetings to the Trustees, and the minutes of the meetings of the Trustees.

COMPENSATION. The Trustees shall be reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties and will otherwise receive no compensation for their service as Trustees. Any approved reimbursement(s) will be made by the City of Friendswood.

MEETINGS. A meeting of the Trustees may be called by the Chairman or on written request to the Chairman by two or more Trustees. Trustees shall have at least three days written notice of any meeting. For purposes of this section, electronic mail notice is written notice.

V.

RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING

RIGHTS, POWERS, AND DUTIES. In addition to all other powers and duties conferred on them by this Trust document and imposed or authorized by law, the Trustees shall have the following powers and duties:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the covered persons and shall have all the

powers necessary and desirable for the effective administration of the affairs of the Trust.

2. The Trustees have the general power to make and enter into all contracts and agreements necessary or convenient to carry out any of the powers granted by this Trust document or by law or to effectuate the purpose of the Trust. All such contracts and agreements or any other legal documents herein authorized shall be approved by the Trustees and signed by the Chairman on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.
3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust, as described in Paragraph II herein, and to operate and administer the Trust solely in the interest of the covered City officers, employees, and qualified retirees and dependents thereof and for the exclusive purpose of providing benefits to such persons and defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, or accident and health insurance to provide coverage for participating City officers, employees, and qualified retirees and their dependents. The Trustees may also adopt a health benefits plan that covers eligible City officers, employees, and qualified retirees, and their dependents.
4. The Trustees may accept contributions to the Trust funds from any source including contributions from covered persons receiving benefits from the Trust.
5. The Trustees shall be authorized to contract with any qualified organization to perform any of the functions necessary for providing life, disability, sick, accident, and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration and administrative services. When required by law or desired by

the Trustees, the Trustees may seek sealed competitive bids or sealed competitive proposals with respect to contracts required to carry out the operations of the Trust and to effect the purpose of the Trust.

6. The Trustees shall arrange for the investing of the funds of the Trust so as to keep the same invested according to law and at the best interest rates obtainable for the benefit of the covered persons. The Trustees may hire money managers and shall adopt an investment policy for its own use and that of its agents in making investments. The Trustees shall select a depository for the Trust's funds and provide for the proper security of any and all investments. The Trustees shall designate signatories for the Trust's depository accounts.
7. The City of Friendswood may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for the City of Friendswood to cover liability or losses occurring by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by the City of Friendswood must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.
8. The Trustees shall arrange for proper accounting and reporting procedures for the Trust's funds and shall also provide for an annual audit of the Trust's financial affairs by a certified public accountant.
9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.
10. The Trustees have the authority to terminate the Trust at any time.

11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Paragraph IX herein.

QUORUM AND VOTING. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of a majority of the Trustees present shall be required for approval of any action at such meeting. The vote of such majority of the Trustees at such meeting shall constitute action of the Trustees as a group.

VI. BENEFICIARIES

The beneficiaries of the Trust are the City officers, employees, and qualified retirees and their dependents who are covered by a life, disability, sick, accident, or other health benefits plan purchased or adopted by the Trust (also called "covered persons" herein). Beneficiaries may make contributions to the Trust for use by the Trustees in fulfilling the purposes of the Trust. No beneficiary shall have any claim against the funds or any other property of the Trust. The rights and interests of the beneficiaries are limited to the insurance or health benefits specified in any policy purchased or plan adopted by the Trustees.

VII. TRUST FUNDS

The Trust funds consist of the funds described in Schedule A hereto as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The Trustees may use the Trust's funds as follows:

1. to pay all expenses which the Trustees consider necessary in establishing the Trust and in administering the Trust and all reasonable expenses incurred by the Trustees in the

performance of their duties as defined to be those allowed under Section 222.002(c)(5)(A) [Texas Insurance Code] and or permitted by the State Comptroller of the State of Texas in its role as the administrator of this legislation;

2. to pay premiums on any insurance policies allowed under Section 222.002(c)(5)(A) [Texas Insurance Code] purchased by the Trust;
3. to make authorized investments;
4. to pay claims under any health benefits plan adopted by the Trustees.

VIII. LIABILITY OF TRUSTEES AND OFFICERS

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties hereunder; and they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder. To the fullest extent permitted by law: (a) the City of Friendswood shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding ("*Proceeding*"), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that the Trustee is or was a Trustee; (b) the City of Friendswood shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a Proceeding to which such Trustee was, is or is threatened to be made a party, and (ii) in connection with such Trustee's appearance as a witness or other participation in any Proceeding.

IX.
AMENDMENT, REVOCATION AND TERMINATION

This Declaration of Trust and the Trust created herein shall terminate when and if required by operation of law. The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust created herein by majority vote at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Trustees shall have no power to amend Paragraph II of this Declaration of Trust. Beneficiaries of the Trust shall have no right to amend this Declaration of Trust, and their approval shall not be a condition or requirement for an authorized amendment by the Trustees.

Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under the City's health benefits plan that may be in effect at the time of termination of the Trust and, then, either apply any remaining balance of the funds for the benefit of those covered persons in such manner as the Trustees determine shall best carry out to purposes of this Trust or pay such balance over to such covered persons on a per capita basis. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the trustees of any trust or trusts established for a substantially similar purpose to be applied for uses substantially similar to those set forth in Paragraph II herein.

X.
GOVERNING LAW

This Declaration of Trust and the Trust created herein shall be construed and governed by the laws of the State of Texas in force from time to time.

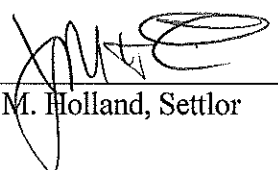
XI.
MISCELLANEOUS

Whenever the context so admits and such treatment is necessary to interpret this Declaration of Trust in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

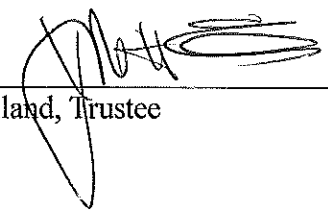
The captions or headings above the various Paragraphs of this Declaration of Trust have been included only to facilitate the location of the subjects covered by each Paragraph but shall not be used in construing this Declaration of Trust.

If any clause or provision of this Declaration of Trust proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the whole, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as is legally possible.

IN WITNESS WHEREOF, the undersigned parties have executed this Declaration of Trust, consisting of twelve (12) pages and Schedule A attached hereto, on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees acknowledge receipt of the property described in Schedule A, signify acceptance of the Trust created hereunder, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.



Mayor Kevin M. Holland, Settlor

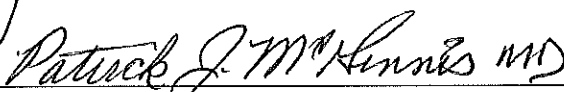


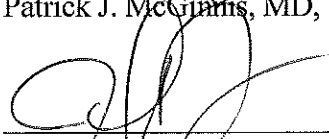
Kevin M. Holland, Trustee

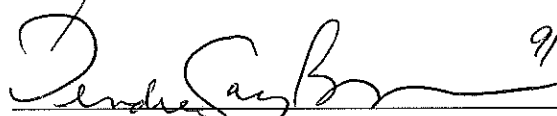

Billy J. Enochs, Trustee


Steve Rockey, Trustee


Jim Hill, Trustee


Patrick J. McGinnis, MD, Trustee


John Scott, Trustee

 9/25/2012
Deirdre Carey Brown, Trustee

THE STATE OF TEXAS

§

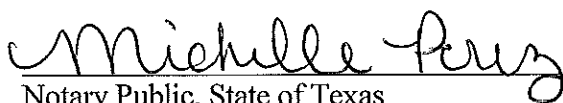
COUNTY OF GALVESTON/HARRIS

§

§

This instrument was acknowledged before me on, September 14th, 2012,
by Kevin M. Holland, Mayor of the City of Friendswood on behalf of Settlor.




Notary Public, State of Texas
Print Name: Michelle Perez
My Commission Expires: 11/18/14

THE STATE OF TEXAS

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§

COUNTY OF GALVESTON/HARRIS

This instrument was acknowledged before me on, September 14th, 2012,
by Kevin M. Holland, Trustee.



Michelle Perez
Notary Public, State of Texas
Print Name: Michelle Perez
My Commission Expires: 11/18/14

THE STATE OF TEXAS

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§

COUNTY OF GALVESTON/HARRIS

This instrument was acknowledged before me on, September 24th, 2012,
by Billy J. Enochs, Trustee.

Michelle Perez
Notary Public, State of Texas
Print Name: Michelle Perez
My Commission Expires: 11/18/14

THE STATE OF TEXAS

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§
§

COUNTY OF GALVESTON/HARRIS

This instrument was acknowledged before me on September 14th, 2012,
by Steve Rockey, Trustee.



Michelle Perez
Notary Public, State of Texas
Print Name: Michelle Perez
My Commission Expires: 11/18/14

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 4/15/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding disposition of RFA 2020-02 Primary Bank Depository Services.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In Texas, bank depository services for municipalities are governed by several State codes. These codes not only define how we manage and collateralize the City's funds, but also the process for selection and the terms of a depository agreement. As defined by code, the maximum term of a depository contract is five years. Our current contract with Wells Fargo Bank, N.A., ends July 31, 2020.

Due to the complexity of the process and analysis, the City engages a consultant for this process. In March 2020, the City entered into an agreement with Valley View Consulting, L.L.C. The firm generated the Bank Services Request for Applications (RFA), held a non-mandatory pre-application teleconference, analyzed the responses and prepared the attached recommendation. Tim Pinon, with Valley View, will be in attendance at the City Council meeting to answer any questions regarding the process, compliance or the analysis.

The City received responses from JPMorgan Chase Bank, N.A., The Moody National Bank, Texas Gulf Bank and Wells Fargo Bank. As itemized on pages 2-3 of the attached document, there is a substantial list of criteria used in the evaluation.

JPMorgan Chase bank offered a waiver of service fees for the first two years, which made them the low-cost provider for two years, but over the five-year period, after the expiration of the fee waiver, Chase Bank was the second most expensive option.

To offset hard-dollar fees, bank depositories offer "earnings" credit that can only be used to offset banking fees (typically based on compensating balances). After optimizing all credits, the fees for a full five year period term range are \$12,322 (Moody Bank), \$22,370 (Wells Fargo), \$83,622 (Texas Gulf Bank) and \$57,823 (JPM Chase). When the interest earnings are added, these nominal fees are absorbed.

Moody Bank submitted an application which offered the lowest cost over the five-year period. However, one of the services that the City uses for Utility Billing collection, the Electronic Lockbox, is only offered by a third-party. Other factors in the analysis is that Moody Bank did not commit to fixed terms over the

course of the five-year contract, and part of what made them the lowest cost provider were above market rate Earnings Credit Rate of 0.75%. For comparison, the rates offered by the other three banks were 0.35%, 0.25%, and 0.10%. The rate offered by Moody Bank is “bank managed” which means it is determined at the banks discretion and therefore subject to change. When factoring in these items, along with the cost to transition to another bank, any benefit of cost savings were eliminated. Based on the final analysis, the best value for the City is Wells Fargo Bank.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City’s current depository contract will expire on July 31, 2020.

RECOMMENDATIONS

Staff recommends the City select Wells Fargo Bank as our depository. This recommendation is supported by the analysis completed by the consultant (Valley View Consulting). The consultant concurs with our selection. Pursuant to specifications in the Request for Application (RFA), Wells Fargo will prepare a contract with a two-year term with a provision to extend for an additional three years. We also request Council approval to authorize the Mayor to approve and sign all documents after they have been reviewed and accepted by the City Attorney.

ATTACHMENTS

1. Friendswood Depository Bank Services Agreement
2. Friendswood Depository Project Recap
3. RFA 2020-02 Primary Bank Depository Services Opening

DEPOSITORY BANK SERVICES AGREEMENT

THIS DEPOSITORY BANK SERVICES AGREEMENT hereinafter called the “Agreement”, is made and entered into on the date last herein written by and between the City of Friendswood, Texas, hereinafter called the “City”, and Wells Fargo Bank, N.A., a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the “Bank”, and provides as follows:

1. **Designation of Depository.** The City, through action of the City Council, on August 3, 2020, hereby designates Bank as a primary depository bank for the period beginning August 1, 2020, and **continuing** through July 31, 2022 with the option for three (3) one-year extensions under the same terms and conditions.
2. **General.** The bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor, all funds, City-owned securities, property and things of value held as depository. All services rendered to City by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank’s standard operations, policies, and procedures.
3. **Scope of Services.** Bank agrees to provide those services as described in the City of Friendswood, Texas Request for Application for Depository Bank Services released on April 22, 2020 hereinafter referred to as the “RFA”. The RFA and Bank’s response to the RFA, hereinafter referred to as the “Application”, are incorporated herein by reference. Bank acknowledges that all services performed by Bank are subject to the approval of City. If any provisions of the RFA, the Bank’s response to the RFA or this Agreement are in conflict, this Agreement, the RFA and the Bank’s response to the RFA will control in that order.
4. **City Representatives.** During the term of this Agreement, City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.
5. **Custodian.** City and Bank, by execution of this Agreement, hereby designate Bank of New York Mellon as custodian, hereinafter called “Custodian”, to hold in trust, according to the terms and conditions of this Agreement, the collateral described and pledged by Bank in accordance with the provisions of this Agreement.
6. **Custodian Fees.** Any and all fees associated with Custodian’s holding of collateral for the benefit of City will be paid by Bank and City will have no liability therefore.
7. **Entire Agreement.** The entire agreement between Bank and City shall consist of this Agreement, City’s RFA (except to the extent Bank took specific exceptions in the Bank’s Application), Bank’s Application, the Custodial Agreement with Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the “Banking Agreements”), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Agreement supersedes any

and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization**. All funds on deposit with Bank to the credit of City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), City's Investment Policy, and Bank's Application.

If marketable securities are pledged, the total market value of the securities securing such deposits will be in an amount at least equal to the minimum required amount as per City's Investment Policy. The market value of any pledged securities (collateral) will be obtained from non-Bank-affiliated sources. Bank will monitor and maintain the required collateral margins and levels at all times.

Bank has heretofore, or will immediately hereafter, deliver to Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of City deposited with Bank. Custodian will accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Custodian in trust so long as deposits of City remain with Bank. Bank hereby grants a security interest in such collateral to City.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, City may authorize the withdrawal of a specified amount of collateral, and Custodian shall deliver this amount of collateral (and no more) to Bank.

If surety bonds or letters of credit are utilized, City shall agree as to the issuer and form of contract prior to the pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per City's Investment Policy. The termination or expiration of any surety bond or letter of credit shall be a minimum of two (2) business days after City anticipates withdrawing the secured deposit.

9. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.
10. **Compensation**. City and Bank agree that any compensation for the performance of all duties and services is set forth in the Application accepted by City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.
11. **Consideration**. The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
12. **Counterparts**. The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.
13. **Authority to Execute**. The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required

to execute the Banking Agreements in order for the same to be authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Galveston County will be the venue for any lawsuit arising out of this Agreement.
15. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Ann Battaglia, Relationship Manager
Wells Fargo Bank, N.A.
12650 N. Featherwood Dr. Ste 210
Houston, TX 77034

City: Katina Hampton, Director of Administrative Services
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

Changes to notice information may be made by either party with written notification to the other party.

16. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.
17. **Binding Commitment.** Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Texas Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.
18. **Continuation.** Unless this Agreement is terminated sooner, Bank's designation as the primary City Depository will remain continuously in effect through July 31, 2022, subject to the execution of the extension options if applicable.
19. **Termination.** This Agreement may be terminated by either the City or the Bank, for any reason or no reason, by giving ninety (90) days prior written notice to the other party. Notices will be delivered as required and addressed in paragraph 15.
20. **Default.** Should the Bank (a) fail at any time to pay and satisfy, when due, any check, draft, voucher, wire, or ACH transfer lawfully drawn against any deposit and the interest on such deposits, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach, or (b) in any other manner breach its contract with the City, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have twenty-one (21) days to cure such failure or breach. In the event the Bank shall fail to cure such failure or breach within such period or should the Bank be declared insolvent by a Federal bank regulatory agency, it

shall be the duty of the Custodian, upon demand of the City, to surrender the above-described collateral to the City; or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract. The City may sell all or any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the City all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold. In exercising its rights in and to the collateral, or any part thereof, City must act in a commercially reasonable manner. Any sale of such collateral, or any part thereof, made by the City hereunder may be either at public or private sale; provided, however, it shall give to both the Custodian and the Bank two (2) hours' notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The City and the Bank shall have the right to bid at such sale.

- 21. **Non-Assignability.** This Agreement is not assignable in whole or in part.
- 22. **Bank Authorization.** The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF FRIENDSWOOD, TEXAS

WELLS FARGO BANK, N.A.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

ATTEST:

ATTEST

By:

By:

Name:

Name:

Title:

Title:



June 19, 2020

Ms. Katina Hampton
Director of Administrative Services
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

Dear Ms. Hampton:

Thank you for the opportunity to assist the City of Friendswood (the “City”) with this Depository Bank Services Request for Applications (the “RFA”) project.

The objective of this engagement was to assist the City in selecting a primary depository bank following the expiration/termination of the current contract which ends July 31, 2020. The new contract period will be for an initial term of two (2) years commencing August 1, 2020 and continuing through July 31, 2022, with three (3) one-year extension options under the same terms and conditions.

Procedure

The project began with the establishment of a Calendar of Events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a primary depository bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to comply with the City’s financial and purchasing policies, and Investment Policy.

The RFA procedure was conducted as follows:

1. Analyzed bank service usage and balance records.
2. Reviewed bank accounts and statements.
3. Established the minimum required banking services and potential additional services.

2428 Carters Mill Road, Huddleston, VA 24104-4003
540.297.3419

4. Developed a list of potential financial institutions within the City's municipal boundaries:
 - a. Amegy Bank
 - b. BancorpSouth Bank
 - c. Bank of America, N.A.
 - d. BBVA USA
 - e. Comerica Bank
 - f. HomeTown Bank, N.A.
 - g. JPMorgan Chase Bank, N.A.
 - h. The Moody National Bank
 - i. Regions Bank
 - j. Texas Bank, N.A.
 - k. Texas First Bank, N.A.
 - l. Texas Gulf Bank, N.A.
 - m. Veritex Community Bank
 - n. Wells Fargo Bank, N.A.
5. Contacted the identified financial institutions.
6. Drafted the RFA for review and approval.
7. Advertised as required.
8. Posted the RFA documents on the City's website.
9. No additional RFA requests were received as a result of the advertisement.
10. Held a non-mandatory pre-application Teleconference that was attended by representatives of:
 - a. BBVA USA
 - b. JPMorgan Chase Bank, N.A.
 - c. The Moody National Bank
 - d. Wells Fargo Bank
11. By the deadline, four applications were received:
 - a. JPMorgan Chase Bank, N.A.
 - b. The Moody National Bank
 - c. Texas Gulf Bank
 - d. Wells Fargo Bank

This process created a competitive environment with four banks submitting applications. The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services.
2. References provided and quality of services.
3. Cost of services.
4. Transition cost, retention and transition offers and incentives.

5. Funds availability.
6. Interest paid on interest bearing accounts and deposits.
7. Earnings credit calculation on compensating balances.
8. Completeness of application and agreement to points in the RFA.
9. Convenience of locations.
10. Previous service relationship with the City.
11. Financial strength and stability of the institution.

Fees - Depository Services

Each bank provided a proposed schedule of fees based on the monthly volumes of specific services to be provided to the City.

Earnings

The City recognized that in addition to bank service charges, the bank's desire to pay for bank balances augments a relationship. The City's recent monthly average bank balances approximate \$11,228,000. Those balances fluctuate month-to-month and within individual months. Therefore, attractive bank-originated interest earning options are important.

There are two potential earnings sources:

Earnings Credit: Earnings credit generates "earnings" that can only be used to offset banking fees. Earnings credit above the applicable fees is not paid to the City as interest.

Hard-dollar Interest: Hard-dollar interest is regular interest earnings that represents true earnings that can be used in any manner at the City's discretion.

Earnings credit, hard-dollar interest, or a combination of the two, can be used to offset any services charges.

In the analysis, each bank's potential earnings credit was compared to the hard-dollar interest. The better option was then optimized to offset the greatest amount of banking fees. Where appropriate, once the City's target compensating balance generated enough earnings credit to offset most fees, any excess balance was shown to be invested in that bank's most attractive hard-dollar interest earnings alternative.

The following table summarizes each banks fees, earnings options and, where quantifiable, incentives that were included in the applications:

Financial Summary				
Initial Two-Year Term	Wells Fargo (Incumbent)	JPM Chase	Moody Bank	Texas Gulf Bank
Proposed Fees	(\$59,000)	(\$59,749)	(\$75,311)	(\$44,049)
Earnings Credit and/or Hard	37,100	21,200	70,382	10,600
Incentives (Est.)	10,000	38,549		
Net Income (Cost)	(\$11,900)	\$0	(\$4,929)	(\$33,449)
Full Five-Year Term	Wells Fargo (Incumbent)	JPM Chase	Moody Bank	Texas Gulf Bank
Proposed Fees	(\$140,120)	(\$149,372)	(\$188,278)	(\$110,122)
Earnings Credit and/or Hard	92,750	53,000	175,955	26,500
Incentives (Est.)	25,000	38,549		
Net Income (Cost)	(\$22,370)	(\$57,823)	(\$12,322)	(\$83,622)

Conclusion

The City is required by Texas Local Government Code to solicit for Depository Bank Services every five years and the City anticipates entering into an agreement that will last for the next five years. Selection of a Primary Depository Bank is a decision that impacts the City's accounting, cash management, and investment functions in a way that no other procurement does. While net cost of services is important, it is also especially important that the services that the City receives can be delivered reliably and as efficiently as possible.

JPM Chase bank offered a waiver of service fees for the first two years, which made them the low-cost provider for two years, but over the five-year period, after the expiration of the fee waiver, Chase Bank was the second most expensive option.

Moody Bank submitted an application which offered the lowest cost over the five-year period. However, one of the services that the City uses for Utility Billing collection, the Electronic Lockbox, is only offered by a third-party. Other factors in the analysis is that Moody Bank did not commit to fixed terms over the course of the five-year contract, and part of what made them the lowest cost provider were above market rate Earnings Credit Rate of 0.75%. For comparison, the rates offered by the other three banks were 0.35%, 0.25%, and 0.10%. The rate offered by Moody Bank is "bank managed" which means it is determined at the banks discretion and therefore subject to change. When factoring in these items, along with the cost to transition to another bank, any benefit of cost savings were eliminated.

Based on the City's evaluation criteria listed above and the detailed financial analysis, we concur with staff's findings that Wells Fargo Bank represents the "most advantageous" application for the City for the following reasons:

1. As the incumbent, Wells Fargo has been an excellent and proven business partner to the City,
2. Wells Fargo can provide all the services the City requires at this time, and will likely require in the future,
3. Proposed cost of services is comparable to current costs,
4. Since Wells Fargo is the incumbent depository there will be no transition costs,
5. Wells Fargo is offering a \$5,000 annual reimbursement that can be used towards armored car services and/or banking supplies.
6. The current interest rate offered is comparable to the other rates offered.
7. The earnings credit rate offered is comparable to the other rates offered.
8. Wells Fargo's application was complete and in agreement with the points outlined in the RFA.
9. Wells Fargo has three locations in Friendswood. The location located on Friendswood Drive is very convenient and the banking team assigned to the City has provided dependable and professional service over the past 5 years.
10. Wells Fargo exhibited acceptable financial strength and adequately passed the bank service test.

The initial contract term is two (2) years, commencing August 1, 2020, with three (3) additional one-year extension options under the terms and conditions.

Please contact E.K. Hufstedler, Thomas Ross, Richard Long, or me to discuss any questions or additional information needs. Thank you for this opportunity to serve the City of Friendswood.

Sincerely,



Timothy Pinon
Valley View Consulting, L.L.C.

BID OPENING
SCHEDULED TO BE AWARDED:

DATE: May 26, 2020

TIME: 2:00 PM

BID: RFA 2020-02 Primary Bank Depository Services

RFA #: 2020-02

<u>COMPANY/ADDRESS</u>	<u>BID BOND</u>	<u>BID RECEIVED</u>	<u>BID AMOUNT</u>
1. Texas Gulf Bank	CC – 5,000	05/19/20 @ 10:28 a.m.	
2. Wells Fargo 550 South Tryon Street 3 rd Floor Production Center Charlotte, NC 28202	CC – 5,000	05/26/20 @ 10:00 a.m.	
3. Chase	CC - 5,000	05/26/20 @ 11:15 a.m.	
4. Moody Bank	CC - 5,000	05/26/20 @ 1:24 p.m.	

CSO Representative: Susan Ballard

Departmental Representatives: Jeff Spears & Rhonda Boskas (ASO)

THIS BID TABULATION RECEIVED BY THE CITY OF FRIENDSWOOD IS FOR INFORMATIONAL PURPOSES ONLY. STAFF WILL REVIEW AND ANALYZE THE BIDS FOR ACCURACY, CHECK REFERENCES AS APPROPRIATE, AND MAKE A RECOMMENDATION FOR COUNCIL DECISION. ANY QUESTIONS REGARDING THIS INFORMATION, CONTACT THE CITY MANAGER.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 6/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the disposition of RFQ 2020-06 Forest Bend Detention Pond - Engineering and Environmental Services.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On August 5, 2019, City Council adopted a resolution to amend Resolution R2019-01 and adopt a Citizen Participation Plan. With resolution R2019-24, Council supported the submission of acquisition and infrastructure projects to the General Land Office (GLO) for Community Development Block Grant Disaster Recovery (CDBG-DR) funds including the Forest Bend Detention Pond project.

On December 19, 2019, the City of Friendswood was awarded \$3,426,022.00 in Hurricane Harvey 2017 Community Development Block Grant - Disaster Recovery (CDBG-DR) Round One Funds for the Forest Bend Detention Pond.

A Request for Qualifications (RFQ) for environmental and engineering services was released by the City on June 3rd, 2020. On June 25th the City received 13 responses. From those responses, RPS Engineering Incorporated has been selected by staff as the engineering and environmental consultant on the project. In order to move forward concurrence is needed by the Friendswood City Council and the Harris County Commissioners Court. Staff asks that Council review the selection and provide concurrence.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Concurrence will allow staff to immediately begin the negotiation of a contract for engineering and environmental services for this flood control project. The Block Grant includes \$180,122 towards A/E design, plus \$25,000 in leverage (total: \$205,122).

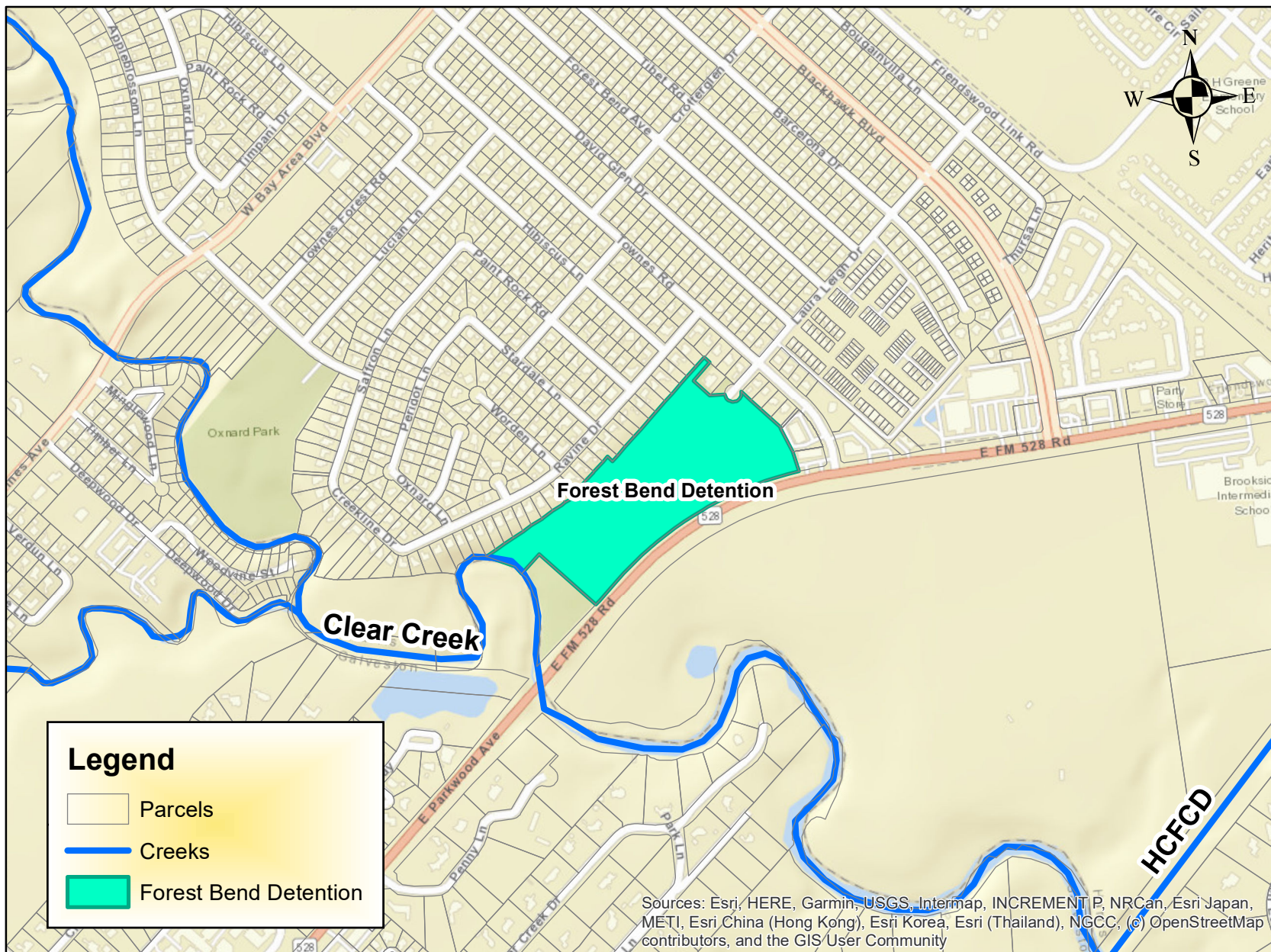
RECOMMENDATIONS

Staff recommends that Council approve RPS Engineering Incorporated as the engineering and environmental consultant on the Forest Bend Detention Pond project.

ATTACHMENTS

1. RFQ 2020-06 Forest Bend Detention Pond Recommendation to HC
2. RPS Response to RFQ
3. City of Friendswood

Forest Bend Location Map



0 0.05 0.1 0.2 0.3 0.4
Miles



City of Friendswood

July 21, 2020

Harris County Community Services Department
c/o: David Beck
13105 Northwest Fwy Suite 400
Houston, 77040

Mr. Beck,

The City of Friendswood recommends RPS Group as the consultant for the Forest Bend Detention Pond Project.

Attached are our individual scoring sheets, which calculate to rank the firms for each of us. The summary table averages the ranks from all of our rankings to present the final placement of all fourteen consultants that submitted RFQ packages.

If you have any questions and/or concerns, please do not hesitate to contact me at bwhitmire@friendswood.com or 281.996.3208.

Best Regards,

A handwritten signature in black ink, appearing to be "Bria A. Whitmire".

Bria A. Whitmire, PE, CFM

A handwritten signature in black ink, appearing to be "Samantha Haritos".

Samantha Haritos, CFM

A handwritten signature in black ink, appearing to be "Jildardo Arias".

Jildardo Arias, PE, CFM

FOREST BEND DETENTION POND RFQ
COMBINED SCORE SHEET RANKINGS

Firm	Avg.	Final Rank
RPS Group	3.8	1
Dannenbaum Engineering Corporation	4	2
HDR, Inc.	4.4	3
5engineering, LLC	5	4
EHRA Engineering	6	5
Zarinkelk Engineering Services, Inc.	6.2	6
HVJ Associates	6.4	7
LJA Engineering	6.6	8
McDonough Engineering Corporation	7	9
Agha Engineering, LLC	8.8	10
GC Engineering, Inc.	9.2	11
LVN, LLC	9.4	12
Terra Associates, Inc.	12.2	13
TLC Engineering	13.2	14

CITY OF FRIENDSWOOD

RFQ 2020-06

rpsgroup.com

RFQ for Forest Bend Detention Pond

RPS

June 25, 2020



City of Friendswood

Acknowledgement of Addendums

Date: June 19, 2020

To: Potential Consultant

From: Bria A. Whitmire, PE, CFM, Projects Coordinator

Re: Forest Bend RFQ Addendums 1 and 2

This signed document shall be included in the final RFQ submittal. This is to serve as an official acknowledgment that both Addendum 1 and Addendum 2 that were issued for the RFQ for Forest Bend Detention Pond Engineering and Environmental Services have been received and the contents understood.

Date: June 22, 2020

Name: 
(signature)

Name: Bart Standley
(printed name)

Name: RPS
(company name)

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A. COVER LETTER

**Our ref: Statement of Qualifications for Forest Bend Detention Pond
Engineering and Environmental Services RFQ 2020-06**

575 N. Dairy Ashford
Suite 700
Houston, Texas 77079
T +1 281 589 7257

Date: June 25, 2020

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, Texas 77546

Dear Ms. Welsh,

The City of Friendswood was proactive in obtaining funds for post-Harvey repairs and is focused on providing mitigation detention for the Forest Bend neighborhood and provide relief to Clear Creek. Using federal funds for this effort leverages resources to make the most impact for the residents. This project will require careful coordination, significant documentation and thoughtful design. RPS is prepared to support the City with the planning, design and construction of the Forest Bend Detention Pond with the following advantages:

- **An Experienced Project Manager** – Our proposed project manager, Natalie Weiershausen, PE, ENV SP recently managed a similar detention facility in Houston and knows how to maximize function within a defined budget and on a tight schedule. Her ongoing work on the Galveston County Master Drainage Plan gives her insight to the area and regional drainage issues.
- **The Right Team** – We have teamed with local, minority-owned subconsultants for survey, geotechnical investigation, electrical design and landscape architecture that we have successfully worked with for many years. They understand the time and budget constraints of the project, and they will work efficiently to complete a high-quality design.
- **Significant Experience with CDBG – DR Funded Projects** – The RPS team has 25 years of experience in federally funded projects working with multiple federal agencies including the GLO. A recent project with funding from HUD through the GLO is the City of Houston Neighborhood Ditch Improvements. We understand the funding policies and processes. That allows us to meet the requirements of the funding agency so the project goes smoothly while meeting the required deadlines.

We will work as an extension of the City of Friendswood staff to meet all the requirements of the funding and stay on schedule and within budget for this important project.

Yours sincerely,



Bart C. Standley, PE

Vice President
bart.standley@rpsgroup.com
+1 281 902 3536

B. QUALIFICATIONS



B. QUALIFICATIONS

Firm Introduction

RPS is a Texas-based civil engineering firm with an emphasis on public works and infrastructure projects.

For 35 years, our expertise has included public utilities, traffic and intelligent transportation systems, municipal services, road and bridge, land development, stormwater, environmental, TxDOT, airport, toll road, construction management, transit and rail projects. We have provided civil engineering design and related services to over 40 Municipal Utility Districts, 50 Counties and 100 municipalities across the State of Texas, and over 85% of our work comes from repeat clients.

Our headquarters is in Houston, and RPS has branch offices in Austin, Dallas, Plano and San Antonio. Our focus and our work experience are on projects in Texas. We have the relationships with and know the requirements of the state, county and local governments and agencies to get projects completed, approved and constructed. These relationships also work to our Clients' advantage when obtaining

funding from federal, state and local agencies. Our understanding of the regional design considerations and construction issues allows us to provide the most practical and cost-effective solutions for our Clients.

RPS is a corporation. The officers and directors of the corporation sit in Houston.

The lifeblood of any company is its people. RPS has a staff of 120 professionals including 52 licensed engineers in the State of Texas. This high percentage of licensed engineers is not common, and it contributes to our high level of experience and broad base of knowledge. Our staff also includes Certified Floodplain Managers (CFM), Project Management Professionals (PMP) and an American Institute of Certified Planner (AICP).

Project Team

Each member of the project team was chosen specifically for their excellent experience, relationships with local jurisdictional agencies and knowledge of detention modelling and design and/or GLO funded projects.

Our entire team is in Houston. We are confident our team can serve as an extension of the City Staff and successfully complete the Forest Bend Detention Pond. We commit that our team will be responsive and respectful to the City.

We have an excellent working relationship with each of our subconsultants, and we will work closely together to provide a functional, effective, constructible design. RPS understands how important the inclusion of minority firms is for any project, especially federally funded projects. Our subconsultants for survey, geotechnical investigation, landscape architecture and electrical design are minority businesses that will perform their assignments from their Houston offices. RPS has a history of exceeding minority requirements for our projects with a designated goal, and we will do the same for the City of Friendswood.

Resumes for each team member can be found at the end of this section.

Natalie Weiershausen, PE, ENV SP will serve as the project manager for the Forest Bend Detention Pond. She has recent relevant experience with detention pond design and is knowledgeable about regional drainage. She recently completed the Conrad Sauer Detention Facility and a detention pond design on the Greens Bayou Trail. She will lead the team through preliminary

design, final design, bidding and construction, and she will oversee that the requirements of GLO and the City are met at every milestone.

Bart Standley, PE will act as project principal for the work. He will oversee the QC process and ensure that resources are made available for this priority project. His decades of drainage modeling and design experience will serve as a resource to evaluate functionality and constructability issues. He recently led the technical modeling for the Galveston County Dickinson Bayou Detention Evaluation.

Luis Partida, EIT, CFM will lead the modeling effort. His knowledge of modeling software coupled with his high-level understanding of drainage characteristics allow him to calibrate and evaluate the drainage conditions. Luis is the head of modeling for the Galveston County Master Drainage Plan Update that is in progress now. He will provide practical, functional solutions for the project.

Mike McClung, PE, CFM will provide design support. His recent experience on similarly funded projects including the City of Houston Neighborhood Ditch Improvements and other federally funded projects gives him specific understanding of funding by HUD through the GLO. He understands the processes and documentation that is required.



Cosme Reyes, PE, ENV SP will support Natalie with the trail design and construction administration. If the project budget allows for the trail around the detention pond, Cosme has excellent experience to provide design and construction support. His work in construction administration gives him specific understanding of constructability. He has completed and is performing construction administration services for multiple Greenway 2020 Trail projects for the Houston Parks Board, some of which include detention.

Jeff Casbeer has 30 years of extensive experience in the environmental and public involvement processes required for obtaining appropriate approvals including those on CDBG projects. Jeff prepared the environmental documentation for the Brazoria County CDBG Disaster Recovery project on Oyster Creek, Bastrop Bayou and Holiday Lakes. He will advise us on design choices to require the least amount of environmental approvals, and he will prepare the required environmental documentation per the requirements of the regulatory agencies.

Shaheen Chowdhury, PE, RPLS from Kuo & Associates will provide topographic survey required for the detention project. He has committed to make the necessary survey crews available to meet the deadlines associated with the funding. In 2019, Shaheen completed the survey for a 200-acre detention pond for Harris County using Disaster Recovery funding.

Mohan Ballagere, PE with Geotest Engineering will lead the geotechnical investigation. This will be critical for the detention pond design for understanding the slope stability and groundwater table. Mohan has completed geotechnical investigation for detention in the area including the Braeswood project for Harris County.

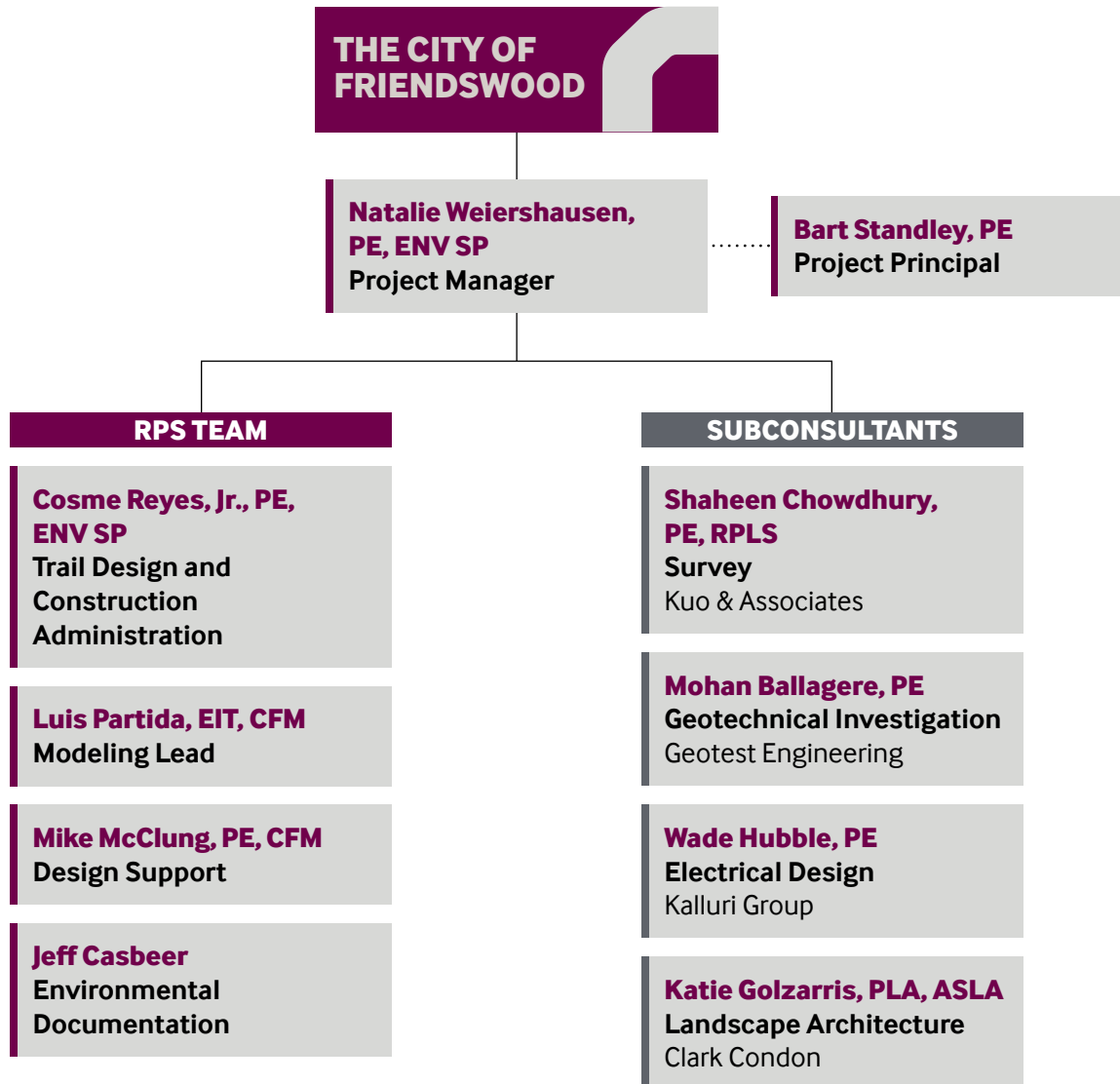
Wade Hubble, PE from Kalluri Group is on the team to provide the electrical design for the trail lighting. This element of the project will depend on the available budget and discussions with the City of Friendswood.

Katie Golzarris, PLA, ASLA with Clark Condon will provide landscape architecture design. Katie designed the landscaping around the Rivers Run Amenity Pond for the Fort Bend County MUD No. 158. This element of the project will depend on the available budget and discussions with the City of Friendswood.



We solve
**PROBLEMS
THAT MATTER**

Organizational Chart



We are
**STRONGER
TOGETHER**



Natalie M. Weiershausen, PE, ENV SP

Project Manager

575 North Dairy Ashford, Suite 700, Houston, Texas 77079

T +1 281 589 7257 **E** natalie.weiershausen@rpsgroup.com **W** rpsgroup.com

EDUCATION

BS, Civil Engineering, University of Texas at Austin, 2008

LICENSE

Professional Engineer in Texas, No. 113379, 2012

CERTIFICATION

Institute for Sustainable Infrastructure Envision Sustainability Professional (ENV SP)

PROFESSIONAL AFFILIATIONS

- ASCE, Houston Chapter, Texas Section, 2010 to Present
- ISI Public Information Committee 2015 to 2017
- RPS Sustainability Committee Chair, 2015 to Present
- West Houston Association Sustainable Infrastructure Committee
- ACEC Houston Design Standards/Plan Review Committee
- ASCE V.P. Technical, 2015 to 2016

Overview

Natalie has 12 years of experience in a variety of projects ranging from stormwater planning, utility relocation/design, roadway design, trail design, park design, and low-impact, sustainable site development. As Project Manager, Natalie is responsible for design that satisfies all project criteria and the needs of the client. She has participated in development of plans, specifications and estimates (PS&E), and construction-phase management.

Experience

Harris County Bay Area Hike and Bike Trail Phase 2, Pasadena, Texas

Natalie served as Project Manager for the design and environmental services of the 8-foot wide reinforced concrete shared use path. The environmental work included wetland determinations/delineations, threatened and endangered species habitat assessments and cultural resources background investigations. Design consisted of the preparation of plans, a hydraulic analysis, specifications and estimates (PS&E). Estimated construction cost: \$1,000,000.

Texas General Land Office (GLO) and City of Houston Ike 2.2 Contract for Open Ditch Improvements, Houston, Texas

Natalie provided design support to improve open ditches for approximately 60 streets identified by the City of Houston. Improvements included regrading and clearing open ditches, driveway culverts, inlets, and storm sewer. She assisted with the preparation of the plans, specifications, and construction cost estimate.

The project was funded through GLO.

Construction cost: \$6 million.

City of Houston Conrad Sauer Basin Rehabilitation and Mathewson Lane Construction, Houston, Texas

Natalie was Project Engineer for the design and Project Manager for the construction phase services for Mathewson Lane from Conrad Sauer to Gessner Road and rehabilitation of the existing Conrad Sauer Basin into a park while maintaining detention capacity. The project included four 10-foot x 10-foot parallel reinforced concrete boxes under Mathewson; a vehicular bridge over the basin; extension of the existing basin through excavation; new water, storm sewer, and sanitary sewer lines; traffic control plans; traffic signals; and extensive landscaping. The project also included City of Houston coordination and permitting. Construction cost: \$18.5 million.

Greater Greenspoint Redevelopment Authority Spring Skate Park, Houston, Texas

Natalie was a Staff Engineer designing a world-class competition-level skate park. The skate area of the park has an estimated 50,000 square feet of skate bowls. The entire development is located within the floodplain and is a low-impact design area with LEED elements. Sustainable design features include bioswales, grey water irrigation, solar lighting, vegetated erosion controls, pervious walkway materials, and maintaining the existing wetlands by including them into the green areas of the park. Natalie prepared design documents and specifications. She also provided construction-phase services. Construction cost: \$7 million.



Bart C. Standley, PE

Project Principal

575 North Dairy Ashford, Suite 700, Houston, Texas 77079
T +1 281 589 7257 **E** bart.standley@rpsgroup.com **W** rpsgroup.com

EDUCATION

BS in Civil Engineering,
Lamar University, 1978

LICENSE

Professional Engineer in Texas,
No. 54581, 1983

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- American Water Works Association (AWWA)
- Association of State Flood Plain Managers (ASFPM)
- American Public Works Association (APWA)

- American Council of Engineering Companies - Texas & Houston (ACEC)
- Texas Floodplain Managers Association (TFMA)

TXDOT PRECERTIFICATIONS

3.2.1, 4.2.1, 7.1.1, 8.1.1, 10.1.1, 10.2.1, 10.3.1

TXDOT SEQUENCE NUMBER

1004

Overview

Bart has 42 years of experience in program and project management, analysis, design, and construction management. He has extensive experience in water resource and environmental planning and analysis, including watershed master planning, stormwater master planning, FEMA flood insurance studies, land development environmental impact statements, National Environmental Policy Act environmental impact statement, and water supply and use planning. Additionally, he has had extensive involvement with National Flood Analysis and Mapping programs for FEMA.

Experience

MetroNational Corp. Conrad Sauer Basin Rehabilitation & Mathewson Lane Construction, Houston, Texas

Bart was Project Principal for the design of Mathewson Lane from Conrad Sauer to Gessner Road and rehabilitation of the existing Conrad Sauer Basin into a park while maintaining detention. The project included parallel reinforced concrete boxes under Mathewson; excavating for extra detention; a bridge over the basin; new water, storm sewer, and sanitary sewer lines; traffic control plans; traffic signals; and extensive landscaping.

Galveston County Dickinson Bayou Detention Evaluation, Dickinson, Texas

Bart was Project Principal for the evaluation of a potential 1,200 acre-foot detention facility along Dickinson Bayou at the confluence of Cedar Creek, south of HWY 517 and west of HWY 646. The engineering services included the evaluation and

concept definition of the 100-acre site. The benefits of the facility including the reduction of water surface elevation and potential floodplain redefinition.

Brazoria County CDBG Disaster Recovery Services for Oyster Creek, Bastrop Bayou and Holiday Lakes, Brazoria County, Texas

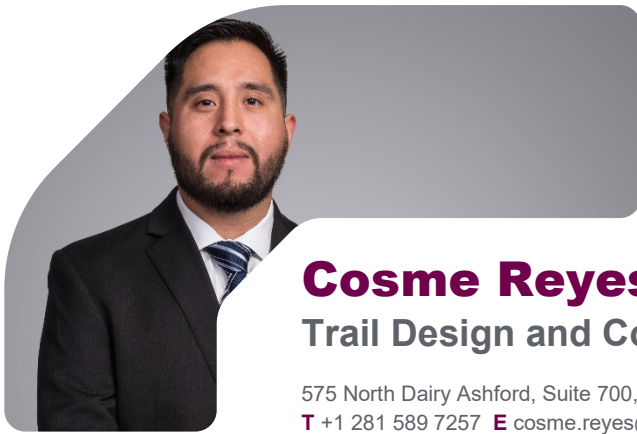
Bart is serving as Project Principal for the disaster recovery services for the de-snagging of 48 miles of Oyster Creek and Bastrop Bayou and new outfall pipes for Holiday Lakes into Oyster Creek. Bart assisted with developing the \$17 M grant application.

City of Houston/General Land Office (GLO) Ike 2.2 Contract, Houston, Texas

The City of Houston Housing and Community Development identified areas in the City that are more susceptible to flooding due to aging roadside ditch infrastructure. Bart was Project Principal for the GLO funded project in the preparation of plans, specifications, and estimates for the redevelopment of the identified ditches throughout the city. The design team prepared plans and details necessary to improve the drainage infrastructure of the selected streets.

Galveston County Master Drainage Plan Update, Galveston County, Texas

Bart is the Project Manager for a countywide plan of drainage infrastructure restoration, repair, replacement and improvement. The modeling is being done with HEC-HMS and HEC-RAS 5.05 1D/2D coupled. The final report will incorporate ATLAS 14 rainfall data, survey data, 2018 HGAC LiDAR and flood impact data to identify specific critical drainage improvements.



Cosme Reyes, Jr., PE, ENV SP

Trail Design and Construction Administration

575 North Dairy Ashford, Suite 700, Houston, Texas 77079

T +1 281 589 7257 **E** cosme.reyes@rpsgroup.com **W** rpsgroup.com

EDUCATION

- BS, Civil Engineering, University of Houston, 2015
- BS, Construction Management, University of Houston, 2011

LICENSE

Professional Engineer in Texas,
No. 135260, 2019

CERTIFICATION

Institute for Sustainable Infrastructure
Envision Sustainability Professional (ENV SP)

PROFESSIONAL AFFILIATION

- American Society of Civil Engineers
- American Council of Engineering Companies

Overview

Cosme has five years of civil engineering and construction management experience, all at RPS. He has worked on bikeway, roadway, utility, parks and storm sewer projects. He is responsible for construction management and design that satisfies all project criteria, as well as the needs of the client. His experience includes working with AutoCAD Civil 3D. Cosme is fluent in Spanish.

Experience

City of Pasadena B113-00 Channel Design Project, Pasadena, Texas

Cosme provided design support for HCFCD Unit B113-00-00 from Sam Houston Parkway (Beltway 8) to Crenshaw Road. The design includes improvements of approximately 4,800 LF to the existing channel cross section to the ultimate channel cross section which will fit within the available right-of-way. Construction Cost: \$930,000

Liberty County Water Control & Improvement District No. 5 Ditch C-2-1 Design, Liberty, Texas

Cosme provided design support for the design, bidding and construction phase services for relocation of approximately 1,800 LF of drainage ditch. The existing banks were unstable and eroding into adjacent properties. The project included re-aligning the ditch, construction of a maintenance berm and re-construction of an outfall. Construction Cost: \$250,000

Harris County Bay Area Hike and Bike Trail Segment 1 – Phase 2, Harris County, Texas

Cosme is serving as design engineer for the Bay Area Hike and Bike Trail. The project consists of just under a mile of 8-foot wide reinforced concrete shared use

path that will connect to the Phase 1 Trail just west of Bay Area Boulevard. The trail will consist of underbridge crossings at Bay Area Boulevard and University Drive that will require retaining walls. Drainage was designed to meet Harris County Flood Control District (HCFCD) requirements. Cosme prepared the plans, specifications and estimates (PS&E) and assisted with landscape design coordination. Construction cost: \$815,000.

City of Houston MKT Trail Spur, Houston, Texas

As an original part of the City of Houston's Accelerated Bikeway Program, RPS designed 6.5 miles of bike trails. Cosme provided design and project manual preparation for this connection from MKT Rails to Trails to the Heritage Trail from Downtown. The design consisted of retaining walls and a culvert crossing.

Houston Parks Board (HPB) Construction Management Services for White Oak Bayou Trail TIGER 2, Houston, Texas

Cosme provided construction inspection support on the White Oak Bayou trail from MKT Trail Terminus to West 11th Street. Services included daily inspections, field reports, review of pay requests, review of change orders, review of Requests for Information (RFIs), and management of project construction files.

Houston Parks Board (HPB) Construction Management Services for White Oak Bayou Trail TIGER 1, Houston, Texas

Cosme provided construction inspection support on the White Oak Bayou trail from Antoine to Alabonson. Services included daily inspections, field reports, review of pay requests, review of change orders, review of Requests for Information (RFIs), and management of project construction files.



Luis A. Partida, EIT, CFM

Modeling Lead

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T +1 281 589 7257 **E** luis.partida@rpsgroup.com **W** rpsgroup.com

EDUCATION

BS, Civil Engineering, University of Arizona, 2013

CERTIFICATIONS

- Engineer in Training (EIT) in Texas, No. 60709, 2017
- Certified Floodplain Manager (CFM), Texas, No. 3008-16N, 2015

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Overview

Luis applies advanced modeling techniques that he has developed in order to improve hydrologic and hydraulic modeling systems contributing to safety and the predictability of storm events. He is knowledgeable in the use of AutoCAD, Autodesk Storm and Sanitary Analysis, HEC-RAS, HEC-HMS, XPSWMM, PCSWMM and ArcMap. He has 7 years of experience.

Experience

Galveston County Master Drainage Plan Update, Galveston County, Texas

Luis is leading the modeling effort to update the Master Drainage Plan previously prepared by RPS in 2012. The updated models are being prepared in HEC-RAS and HEC-HMS. The new models include ATLAS 14 rainfall data, 2018 HGAC LiDAR and other updated flood impact data. Luis is leading a team developing 1D, 2D and 1D/2D coupled models.

Montgomery County Precinct 3 Widening of Kuykendahl Road, The Woodlands, Texas

This project consists of the widening of Kuykendahl Road from north of Lake Woodlands Drive to south of Research Forest Drive, a distance of 6,400 linear feet. The project includes a new bridge at Bear Branch Creek. Luis is performing the quality control reviews for the hydraulic analysis and scour analysis at the bridge crossing. Luis also reviewed the hydraulic analysis report.

Ventura Anna 48, LLC Camden Royse City - MUD Application, Rockwall County, Texas

RPS developed a Public Improvement District (PID) with the TCEQ for the purpose of funding the public improvements associated with the development of 800

single family units on 150 acres. Luis completed a hydraulic model to determine the proposed cut required in order to have no impacts to the current water surface elevations. The result a Letter of Map Revision (LOMR) for the proposed subdivision.

City of Bunker Hill Village Model and Master Drainage Plan Update, Bunker Hill Village, Texas

RPS prepared the City's Master Drainage Plan update from 2016. This work was to update the drainage model to meet Harris County Atlas-14 Standards. The project included converting the existing XPSWMM model to a PCSWMM model. Luis served as the technical lead for the model updates.

TxDOT Houston District FM 1488 Schematic and Environmental for US 290 to Joseph Road, Hempstead, Texas

RPS is performing engineering services including the development of a design schematic, preparation of technical documents and an Environmental Assessment. This work is being done from US 290 to Joseph Road in Harris and Waller Counties. Luis is the technical lead for the drainage evaluation.

TxDOT FM 2100 Drainage Analysis, Crosby, Texas

FM 2100 is a roadway located within the Luce Bayou Watershed. The proposed roadway was to be widened requiring cut within the 500-year floodplain. Luis analyzed the existing and proposed drainage network utilizing XPSWMM. The existing ditch network was to be changed to a closed conduit storm sewer network with seven detention ponds requiring a no-impact result. The proposed network contained over a hundred nodes and links. Once completed, Luis wrote the drainage report and created exhibits for the final submittal that was submitted to TxDOT.



Michael R. McClung, PE, CFM

Design Support

575 North Dairy Ashford, Suite 700, Houston, Texas 77079

T +1 281 589 7257 **E** michael.mcclung@rpsgroup.com **W** rpsgroup.com

EDUCATION

BS, Civil Engineering, Texas A&M University, 2004

LICENSE

Professional Engineer in Texas, No.105080, 2009

CERTIFICATION

Certified Floodplain Manager (CFM), No. 3001-16N, 2016

TXDOT PRECERTIFICATIONS

4.2.1, 8.1.1

TXDOT SEQUENCE NUMBER

21904

Overview

Mike has 16 years of civil engineering experience in preparation of plans and specifications. He has experience creating roadway PS&E and schematic design and is familiar with MicroStation and GEOPAK. He also has experience in designing gravity sanitary sewer, drainage and civil site development. He has managed and designed drainage, wastewater, water distribution, roadway, and construction management projects for various municipalities and public agencies in the region.

Experience

City of Pasadena Wichita Street and Hearne Drive Drainage and Paving Mitigation, Pasadena, Texas

Mike is the Project Manager for the design to lower Wichita Street and Hearne Drive by approximately 2 feet. The purpose of the project is to provide additional flood storage during extreme events. This project is one of several projects that are part of a \$105 million FEMA grant program. The design will include new concrete curb and gutter roadway, short retaining walls, sidewalks, and driveway reconstruction.

Texas General Land Office and City of Houston Open Ditch Improvements, Houston, Texas

Mike was Project Manager to improve open ditches for approximately 60 streets identified by the City of Houston. Improvements included regrading and clearing open ditches, driveway culverts, inlets, and storm sewer. He managed the preparation of the plans, specifications, and construction cost estimate. The project was funded through GLO. He also performed bidding and construction-phase services. Construction cost: \$6 million.

Texas General Land Office and Galveston County Highland Bayou Main Lateral Drain, Santa Fe, Texas

Mike was Project Manager for the design of storm sewer boxes, junction boxes, and swales that connected to the Highland Bayou Main Lateral under FM 1764. He managed the preparation of the plans, specification, and construction cost estimate. The project was GLO-funded through Galveston County. Mike performed coordination to obtain a TxDOT permit. He performed bidding and construction-phase services. Construction cost: \$1.1 million.

City of Huntsville Town Creek Drainage Improvements, Huntsville, Texas

Mike designed storm sewers and channel improvements for Town Creek. The improvements included increasing channel capacity, replacing storm sewer and culverts, and providing natural storm features including three detention ponds to meet USACE requirements. He prepared the benefit cost analysis (BCA) for the project required by FEMA. He also prepared 30% drawings to be included with the Phase I submittal to FEMA, which was approved. Construction cost: \$10 million.

Greater Greenspoint Redevelopment Authority Spring Skate Park, Houston, Texas

Mike was Project Manager for designing a world-class competition-level skate park. The Spring Skate Park is located on 10 acres. The entire development is located within the floodplain and is a low impact design area with LEED elements. Sustainable design features include bioswales, solar lighting, vegetated erosion controls, pervious walkway materials, and maintaining the existing wetlands by including them into the multiple detention areas. Mike prepared the design documents and provided construction-phase services. Construction cost: \$5 million.



Thomas J. (Jeff) Casbeer, IV

Environmental Documentation

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T +1 281 589 7257 **E** jeff.casbeer@rpsgroup.com **W** rpsgroup.com

EDUCATION

BS, Biology, Texas A&M University, 1990

TXDOT PRECERTIFICATIONS

1.8.1, 2.1.1, 2.2.1, 2.3.1, 2.3.2, 2.4.1, 2.4.2,
2.6.2, 2.7.1, 2.12.1, 2.13.1, 2.14.1

TXDOT SEQUENCE NUMBER

10787

Overview

Jeff has 30 years of extensive experience in the environmental and public involvement processes required for obtaining appropriate approvals for highway projects. Jeff specializes in the areas of NEPA analysis and documentation, and natural resources management. His experience includes development and approval of numerous environmental documents including Environmental Assessments (EA), Environmental Impact Statements (EIS), Categorical Exclusions (CE), Programmatic Categorical Exclusions (PCE) and multiple Section 4(f) evaluations, wetland permitting and endangered species consultations.

Experience

City of Pasadena B113-00 Drainage & Detention Evaluation, Pasadena, Texas

Jeff led the environmental permit assessment for a regional detention facility along HCFCD Unit B113-00 00. The project is located east of Sam Houston Parkway (Beltway 8) between Crenshaw Road and Genoa Red Bluff Road. The environmental permit assessment included identifying environmental constraints and permit requirements. This assessment included a summary of local, state and federal permits including Section 404 of the Clean Water Act.

Galveston County Highland Bayou Jay Road Ditch, Hitchcock, Texas

The project includes improvements to the outfall structure from the Jay Road Ditch to the Highland Bayou Diversion Channel. The environmental work includes USACE Section 404 permitting services which includes wetland and Ordinary High Water Mark (OHWM) determinations and delineations of the drainage ditch and outfall location as well as permitting the proposed outfall structure under a Nationwide

Permit 7. The purpose of the project is to repair the outfall structure and alleviate potential flooding issues in the area. Construction Cost: \$800,000

Brazoria County CDBG Disaster Recovery Oyster Creek, Bastrop Bayou and Holiday Lakes, Brazoria County, Texas

The work consists of de-snagging 48 miles of Oyster Creek and Bastrop Bayou. Jeff provided environmental support including investigating the possibility of NEPA exclusions, identifying the Waters of the US and adjacent wetlands, obtaining nationwide permits through the USACE, identifying habitat for threatened and endangered species, providing environmental documentation and coordinating with resource and regulatory agencies. Construction Cost: \$13.2 million

City of League City/TxDOT Houston District FM 270 at Five Corners Intersection Improvements, League City, Texas

As Senior Environmental Planner and Public Outreach Task Leader, Jeff prepared a categorical exclusion for the reconstruction of the five-leg intersection (FM 270, FM 518 and Bay Area Boulevard) in a heavily congested corridor within League City. Jeff worked with City staff and TxDOT to conduct a public meeting for the project, including extensive outreach to area businesses for direct input related to the project improvements.

Harris County Bay Area Hike & Bike Trail, Phases I and II, Harris County, Texas

As Environmental Lead, Jeff provided environmental consulting services for the construction of the Bay Area Hike and Bike Trail, Phases I and II, in southern Harris County. The total length of both segments is approximately two miles. Jeff performed wetland determinations and delineations, threatened and endangered species habitat assessments, and cultural resources investigations for both trail phases.



Shaheen Chowdhury, PE, RPLS | Kuo & Associates, Inc.

Survey

Mr. Chowdhury is a competent professional surveyor and civil engineer. He has earned Master's degree in the field of civil engineering and supplemented his education with more than twenty years of relevant experiences in the professional field of surveying and engineering. Mr. Chowdhury has led and participated in various civil designs and surveying works involving design and construction of paving and drainage, transmission & distribution water lines, traffic improvements, land development projects in the City of Houston and its surrounding areas including City of League City, City of Pasadena, City of Pearland, City of Nassau, City of Huntsville, City of Galveston, City of Sugar Land, City of Missouri City, City of La Port, etc.. He has completed surveying for a number of projects within Harris, Fort Bend, Liberty, Bazorria and Galveston County in the State of Texas for City of Houston, Texas Department of Transportation, etc. His combination of engineering and survey background is definitely a plus in understanding, planning and coordinating any project with insights. His experiences on surveying include GPS surveying and data processing, right-of-way mapping, land title surveys, topographic surveys and utility research

Relevant Experiences:

Surveying for a 200 acre Detention Pond for Hurricane Harvey Disaster Recovery:

Performed topographic survey for an existing detention pond of approximately 200 acre in size within the Harris County. Completion 2019.

C506-01 Detention Pond Survey, City of Houston Mitigation Program: Topographic survey of an 8.5 acre site at the southeast corner of S. Shaver Road and Berry Bayou for a proposed detention pond under City of Houston Mitigation Program. Completion: 2015

C506-02 Detention Pond Survey, City of Houston Mitigation Program: Topographic survey of a 10 acre site at the northwest corner of Highway 3 and Channel 106-08-03 for a proposed detention pond under City of Houston Mitigation Program. Completion: 2015

Inwood Forest Detention Pond Survey, City of Houston Mitigation Program: Topographic survey of a 10.5 acre detention pond at northeast corner of Antoine Drive and Maple Hill in the vicinity of Vogel Creek for City of Houston Mitigation Program. Completion: 2012

Detention Pond Survey at Lumpkin and Westview Road, Houston: Topographic survey of a 3.5 acre detention pond at northwest corner of Lumpkin and Westview Dr for road improvement by TIRZ in the City of Houston. Completion: 2010

Drainage Improvement for Ralston Acres Subdivision Drainage Improvements in Precinct 1 of Harris County: Topographic surveying for drainage improvement of approximately 16,850 LF segments from John Ralston to Beaumont Hwy 90 in Precinct 1 of Harris County, Texas. 2020

Drainage Improvement for Lynwood Estate Subdivision Drainage Improvements in Precinct 4 of Harris County: Topographic surveying for drainage improvement of approximately 5,750 LF segments from Lynwood Rd to Casper St in Precinct 4 of Harris County, Texas. 2020



Title with Company

President

Current Office Location

Houston, Texas

Years' Experience with Firm

27 years

Total Years' Experience

27 years

Years' Experience in Role Proposed

17 years

Education and Degree

M.S., Civil Engineering,
Texas Tech University

Registrations

Professional Engineer, Texas
#83891

Professional Surveyor, Texas
#5858

TxDOT Precertification

Sequence No. 000010130
Category, 15.1.1, 15.1.2,
15.1.3, 15.1.4, 15.2.1, 15.4.1

Mohan Ballagere, P.E.

Geotechnical Investigation

EDUCATION

M.S. 1992 Civil Engineering, S. Dakota School of Mines & Technology, Rapid City, S. Dakota

B.S. 1984 Civil Engineering, University of Mysore, India

PROFESSIONAL REGISTRATION

Texas 2000 Civil Engineering License Number 87622

RELEVANT PROJECT EXPERIENCE

Mr. Ballagere has worked as project manager for 27 years performing geotechnical studies on various drainage and street projects. Mr. Ballagere is responsible for project management, field and lab supervision, performing geotechnical analysis, site reconnaissance, fault studies, developing geotechnical recommendations for pavement design (asphalt/concrete pavement), subgrade stabilization, bearing capacity, excavation stability, select fill criteria, ground water control, erosion evaluation, and soil improvements. His responsibilities also include preparation of geotechnical proposals and preparation of geotechnical reports and overseeing staff engineers. Relevant project examples include:

- ☐ Design Phase Services for Detention At Braeswood (D100-00-00-E016); Harris County, Texas
- ☐ Riverside Crest Lane Roadside Ditch Project; Huffman, Texas
- ☐ Bay Colony Area Detention Modification; League City, Galveston County, Texas
- ☐ League City Parkway and Walker Street Intersection Improvement
- ☐ 2015 Street Improvement Projects; City of Texas City
- ☐ Cien Road and Meadow Lane Paving and Drainage Improvement; City of Kemah, Tx
- ☐ 53rd Street Reconstruction from Broadway to Seawall
- ☐ West Kemah Street Improvements; Kemah, Texas
- ☐ Calder Drive Roadway Improvements; League City, Texas
- ☐ Thermal Utility Conduit under Ross Street Texas A&M Main Campus St. and Area Drainage Improvements – College Station, Texas
- ☐ Town Creek Drainage Improvements; City of Huntsville, Texas
- ☐ Phase II Final Design Additional Services for Binglewood Drainage and Paving
- ☐ Richmond Plaza 2 (South) Drainage & Paving Impr. Proj.; WBS No. M-410023-0001-3
- ☐ West Alabama Paving and Drainage; Shepherd to Spur 527; WBS No. N-100020-0001-3
- ☐ Bauer Hockley Detention Basin; HCFCD Unit L514-01-00-E003; Harris County Precinct 3
- ☐ Pleasantville & Glendale Area Drainage Imp. Proj. Subproject 1 COH WBS No. M-000286-0001-3 – Houston, Texas
- ☐ Sharpstown Detention Pond Rehabilitation; WBS No. M-430220-0004-3 Clinton Drive Reconstruction Project – Segment 1 – Houston, Texas
- ☐ Mud Gully Storm Water Detention Basin HCFCD Unit A520-03-00, HC Precinct 1 – Houston, Tx.
- ☐ Historic Holman Street Reconstruction Project – Houston, Texas
- ☐ Kirby Relief Storm Sewer – Houston, Texas
- ☐ Goose Creek Mitigation Channel Improvements – Houston, Texas
- ☐ Ragus Lakes Drainage Improvements Project



GEOTEST ENGINEERING, INC.
Geotechnical Engineers & Materials Testing



Name: Wade Hubble, P.E
Role: Electrical Design
Title in the Company: Sr. Electrical Engineer
Years of Experience: 20
Degree/Year/Specialization: B.S./2009/Electrical
Active Registration:
Year First Registered/Discipline 2015/Electrical Engineering, Texas No. 121581

Experience Relevant to this type of project:

Over 20 years in the electrical industry with experience installing and troubleshooting power & lighting, instrumentation and controls, SCADA, access control, fire detection and alarm systems, medium voltage switchgear (to 15 kV), motors up to 3000 HP, adjustable speed drives, and motor control centers. Projects ranged from Municipal Water & Wastewater Plants to Residential and Commercial Buildings. Licensed as a Journeyman Electrician in 2000 and currently hold a Master Electrician's license since 2009. Some of Mr. Hubble's representative projects include:

- Performed electrical design for Medium Voltage/Electrical Systems Upgrade for Prairie View A&M University, Prairie View, Texas
- Performed electrical design for Medium Voltage Electrical Systems Upgrade Traders Village, Houston, Texas
- Performed electrical design for Wortham Theater Center Dimming System Upgrade, Houston, Texas
- Involved in electrical design for Methodist Hospitals in Houston and Sugarland, Texas

KATIE GOLZARRI, PLA, ASLA
LANDSCAPE ARCHITECTURE



EDUCATION

Bachelor of
Landscape Architecture,
Michigan State University,
2003

PROFESSIONAL AFFILIATIONS

Registered LA, Texas
(No. 2621)
American Society of
Landscape Architects

Katie Golzarri is a Senior Associate at Clark Condon Associates and has been a licensed landscape architect for the last 10 years. Born and raised in rural Michigan, Katie was drawn to her profession by her love for the outdoors and being immersed in nature. Destined to make a difference, she earned a Bachelors degree in Landscape Architecture from Michigan State University in 2003. Katie is passionate about the public input process and listening to the needs of the community. She has assisted numerous municipalities with the development of parks, recreation and trails master plans. Quickly creating strong relationships, she continues to assist her clients with the implementation of those plans including the design of parks and trail systems. She especially enjoys connecting users to parks and designing hike and bike trail systems.

REPRESENTATIVE PROJECTS

Abbey Lake Amenity Areas Visioning, Sugar Land, TX
Sienna Plantation MUD No. 3, Landscape Improvements, Missouri City, TX
Fort Bend County MUD No. 46, Belmont Shores Trail, Missouri City, TX
Fort Bend County MUD No. 206, Camellia Rain Gardens, Sections 1 and 2, Richmond, TX
Jersey Village, Wayfinding, Branding and Landscape Master Plan, Jersey Village, TX
Fort Bend ISD, Meadows Elementary School, Meadows Place, TX
Fort Bend County MUD No. 162, Sunrise Meadows Park and Landscape Improvements, Richmond, TX
Fort Bend County MUD No. 46, Master Plan, Missouri City, TX
Lake Jackson Parks and Open Space Master Plan, Lake Jackson, TX
League City Parks, Trails and Open Space Master Plan, League City, TX
League City Historic District, League Park Renovation, League City, TX
Northwest Harris County MUD No. 5, Trails Improvements, Cypress, TX
Claremont Connector Hike and Bike Trail, League City, TX
Children's Safe Harbor, Children's Plaza, Conroe, TX
Deer Run Pocket Park, Sienna Plantation, Missouri City, TX
Fort Bend County MUD No. 158, Rivers Run Amenity Pond Landscaping, Rosenberg, TX
Northwest Harris County MUD No. 5, Grant Road Median Landscape, Cypress, TX
Harris County MUD No. 188, Trail Lighting Improvements, Houston, TX
Harris County MUD No. 118, Parks and Open Space Master Plan, Houston, TX
Green Tee Terrace Trail, Pearland, TX
Woodson's Reserve, Landscaping Enhancements, Spring, TX
Timberlane Utility District, Senior Center Conceptual Design, Spring, TX

CLARK CONDON

C. EXPERIENCE

C. EXPERIENCE

RPS is proud of our successful history of detention projects. We look for innovative solutions to solve the right problem, and we strive to incorporate sustainable solutions when it reduces project costs. Our past work with the cities and agencies in the area has prepared our team to successfully complete the Forest Bend Detention Pond project. The project experience described in this section demonstrates our understanding of detention, trail, GLO and well-plugging projects. These projects show our success working with municipalities and other agencies, our broad base of knowledge and expansive regional experience.

Projects

Conrad Sauer Detention Improvements and Mathewson Lane Construction, Houston, Texas

RPS provided the design, bid, construction phase and construction inspection services for the extension of Mathewson Lane from Conrad Sauer Drive to Gessner Drive and the revitalization and expansion of the City of Houston's existing detention basin. This included roadway design, grading, paving, sidewalks, bike paths, pedestrian ramps, drainage features, traffic signals, signing, pavement markings, illumination, traffic control plans, storm water pollution prevention plans, basin excavation, retaining walls, landscaping, hardscaping, bridge design, specifications and cost estimates.

Key design elements of the project included:

- Design of Mathewson Lane to provide a 2-lane "complete-street" boulevard within an 80-foot ROW across the detention basin east to Gessner Drive, and a 40-foot section within 60 feet of ROW from the detention basin west to Conrad Sauer Drive;
- Detention Basin Revitalization to add a park, aesthetics and pedestrian access to the area;
- Expansion of existing detention basin through significant excavation
- Confirm the use of the COH detention pond volume to allow for optimized detention;
- Provided additional detention within Mathewson to reduce drainage runoff to Gessner Drive;
- Provided detention mitigation for the adjacent property;
- Added traffic signals for the Mathewson Lane and Gessner intersection; and
- Provided a bridge for Mathewson Lane across the detention pond.

Services provided also included permits, bid services, and construction phase services including construction management.



Year completed: 2019

Names, addresses and phone numbers of owner and contact person

MetroNational Corporation
Marlene Gafrick, Director of Planning
945 Bunker Hill Road, Suite 400
Houston, Texas 77024
+1 713 973 6400

Names, addresses and telephone numbers of clients

MetroNational Corporation
945 Bunker Hill Road, Suite 400,
Houston, Texas 77024
+1 713 973 6400

Experience with CDBG project management
N/A

City of Huntsville Town Creek Sanitary Sewer Relocation, Huntsville, Texas

The City of Huntsville was awarded CDBG federal grant funding by FEMA to complete approximately 1.5 miles of drainage improvements along Town Creek that runs from Sam Houston State University through the downtown area. RPS was retained by the City to provide professional services to abandon and/or relocate sanitary sewer that was located under the channel or along the side slopes. The drainage portion of the project included the widening and deepening of the channel. In order to achieve this widening, the City needed to relocate approximately 1,500 linear feet of sanitary sewer into the maintenance berm outside the channel banks.

The project included three detention ponds with a total volume of 48 acre-feet. The purpose of the ponds was to detain storm water for the entire campus. The ponds were located on the Sam Houston State University campus, and the intramural fields were in the dry-bottom ponds. The ponds were separated by berms, and they outfalled into box culverts under Bearkat Boulevard into the Town Creek channel.

RPS coordinated with several stakeholders that included Sam Houston State University, Texas Department of Criminal Justice, private citizens, and FEMA. Other items in the scope of work included bypass pumping, tree clearing, stormwater pollution prevention, and hydromulch seeding. RPS also provided bid and construction phase services on this project.



Year completed: 2018

Names, addresses and phone numbers of owner and contact person

City of Huntsville
Yellambalsi "Ram" Ramachandra,
PE, City Engineer
448 State Highway 75 North,
Huntsville, Texas 77320
+1 936 294 5760

Names, addresses and telephone numbers of clients

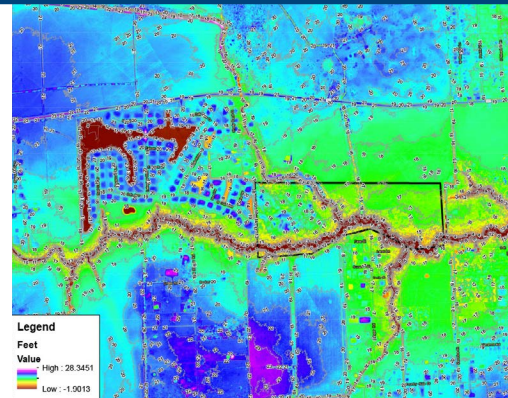
City of Huntsville
448 State Highway 75 North
Huntsville, Texas 77320
+1 936 294 5760

Experience with CDBG project management

This project was funded by a CDBG federal grant by FEMA. RPS prepared the required documentation based on the funding requirements.

Galveston County Dickinson Bayou Detention Site Evaluation, Dickinson, Texas

RPS was selected to provide professional engineering services associated with the evaluation of a potential 100-acre detention facility along Dickinson Bayou at the confluence of Cedar Creek, south of HWY 517 and west of HWY 646. These engineering services included the evaluation and concept definition of the 100-acre site. RPS defined the benefits of the facility including the reduction of water surface elevation and potential flood plain. Additionally, RPS prepared a FEMA Benefit Cost Analysis for submission to FEMA for a Grant Application to fund the facility. The proposed detention facility will reduce flooding and provide an additional level of protection for the citizens of Galveston County.



Year completed: 2019

Names, addresses and phone numbers of owner and contact person

Galveston County
 Michael Shannon, PE, County Engineer
 722 Moody Avenue, 1st Floor, Galveston, Texas 77550
 +1 409 770 5453

Names, addresses and telephone numbers of clients

Galveston County
 722 Moody Avenue, 1st Floor, Galveston, Texas 77550
 +1 409 770 5453

Experience with CDBG project management
 N/A

Harris County Flood Control District Willow Waterhole Detention Connections, Houston, Texas

RPS provided the design, bid and construction phase services for the drainage and channel improvements and utility relocations along a portion of Willow Waterhole Channel D112-00-00. Water entered the Willow Waterhole detention basins through existing storm sewers at South Post Oak Boulevard, Ricecrest Street and Gasmer Drive.

The goal of this work was the creation of construction plans to provide two RCB crossings under South Willow Drive to connect detention basins, RCBs connecting channel segments, a control structure and an overflow weir along with channel modifications and channel improvements along the lower portion of Willow Waterhole to S. Post Oak. One of the major elements of this design work was the alignment of the Willow Waterhole channel and the diversion by weirs and storm sewers of flows off the Willow Waterhole channel to send more storm water into the detention basins and increase their effectiveness. This project provides drainage relief for the Westbury and Brays Bayou area.



Year completed: 2019

Names, addresses and phone numbers of owner and contact person

Harris County Flood Control District
 Gary Zika, PE, Federal Projects Manager
 9900 Northwest Freeway, Houston, Texas 77092
 +1 713 684 4140

Names, addresses and telephone numbers of clients

Harris County Flood Control District
 9900 Northwest Freeway, Houston, Texas 77092
 +1 713 684 4140

Experience with CDBG project management
 N/A

Texas General Land Office (GLO) and City of Houston Open Ditch Improvements, Houston, Texas

Houston Housing and Community Development (HHCD) has identified areas within the City of Houston that are more susceptible to flooding due to aging roadside ditch infrastructure. The City of Houston identified approximately 60 streets for improvements.

The work performed under this contract consisted of providing Professional Design Services required for the preparation of Plans, Specifications, and Estimates (PS&E) for the redevelopment of identified roadside ditches in specified areas throughout the City of Houston. In general, RPS prepared plans, details, and computed quantities to include roadside ditch regrading, driveway culvert sizing, concrete driveways, and other drainage features necessary to improve the drainage infrastructure of the selected streets.

The project was funded through GLO. RPS performed bidding and construction-phase services.



Year completed: 2019

Names, addresses and phone numbers of owner and contact person:

Houston Housing & Community Development
 Sheronda Ladell, Financial Analyst, IV - Public Facilities
 601 Sawyer St., Suite 400, Houston, Texas 77007
 +1 832 394 6193

Names, addresses and telephone numbers of clients

Houston Housing & Community Development
 601 Sawyer St., Suite 400, Houston, Texas 77007
 +1 832 394 6193

Experience with CDBG project management:

RPS prepared the required documentation based on the GLO funding requirements.

City of Bellaire Central Well Closure, Bellaire, Texas

RPS provided design, bid phase and construction phase services for the construction of a new water supply well at the city's Central Water Plant site. The project also included the closure of an existing 50-year-old Well No. 3 on this site as well as closure of an existing well at the City's Evergreen Water Plant. The project further prepared the necessary submittals to TCEQ for review and approval.



Year completed: 2014

Names, addresses and phone numbers of owner and contact person

City of Bellaire
 Paul Hofmann, City Manager
 7008 South Rice Avenue, Bellaire, Texas 77401
 +1 713 662 8228

Names, addresses and telephone numbers of clients

City of Bellaire
 7008 South Rice Avenue, Bellaire, Texas 77401
 +1 713 662 8228

Experience with CDBG project management

N/A

Greater Greenspoint Redevelopment Authority North Houston Skate Park and Dylan Park, Houston, Texas

The Greater Greenspoint Redevelopment Authority chose RPS as the Engineer and Project Manager for their desired World Class, Competition Level Skate Park. The Spring Skate Park is located on a 10- acre site located in the Southwest corner of W. Rankin and Kuykendahl inside the district. This undeveloped property is bound by Harris County Flood Control Ditch P145E (the north fork of Greens Bayou) and Rushcreek Road to the west and south respectively.

The skate park is a fusion of skate spaces, green spaces, public art, concession area, bathrooms, on-site security and other relative amenities to serve as a community icon. The skate area of the park has an estimated 50,000 square foot skate bowls including transitional and street skating challenges for beginners, intermediate and expert levels. One key feature is the “park with no boundaries”, a 1-acre area specifically designed for handicapped and mobility challenged children.

The entire development is located within the floodplain and is a Low Impact Design area with LEED elements. Sustainable design features incorporated include bioretention cells, vegetated erosion controls, and maintaining the existing wetlands by including them into the green areas of the park. Cut and fill was balanced within the project limits incorporating grass covered mounds as observation / picnic areas around the skating bowl areas. There was a system of eight detention ponds that were connected and outfalled into the adjacent HCFCD channel. The skate bowls drained to a storm sewer that emptied into one of the detention ponds. Bioretention cells were the outfalls of each pond.



Year completed: 2014

Names, addresses and phone numbers of owner and contact person

Greater Greenspoint Redevelopment Authority
 Sally Bradford, Executive Director
 16800 Greenspoint Park Drive
 Suite 160, Houston, Texas 77060
 +1 281 877 9952

Names, addresses and telephone numbers of clients

Greater Greenspoint Redevelopment Authority
 16800 Greenspoint Park Drive
 Suite 160, Houston, Texas 77060
 +1 281 877 9952

Experience with CDBG project management
 N/A

Harris County Bay Area Hike and Bike Trail, Pasadena, Texas

RPS assisted Harris County with the application for Houston-Galveston Area Council's (H-GAC) call for Transportation Improvement Program (TIP) projects. TxDOT prepared the application for the entire trail segment with input from Harris County on the sections outside of TxDOT right-of-way. The project consists of an 8-foot wide reinforced concrete shared use path that will be broken into two sections. One section will run along Space Center Boulevard for approximately 0.25 miles from Linkage Road to NASA Road 1 Parkway. The other is approximately 0.30 miles in length and is located within Clear Lake Park.

We are currently working on the design that consists of an 8-foot wide reinforced concrete shared use path that will connect to the Phase 1 Trail just west of Bay Area Boulevard. The trail will consist of bridge crossings at Bay Area Boulevard and University Drive that will potentially require retaining walls. RPS will utilize existing sidewalks where applicable and provide additional connectivity. Drainage will be designed to meet Harris County Flood Control District (HCFCD) requirements. Design will be in accordance with current AASHTO standards, Harris County Engineering Department, City of Houston, City of Pasadena, and HCFCD standard construction specifications where applicable. The limits of the Phase 2 project area are from the end of Phase 1 (HCFCD Channel B104-00-00 to Bay Area Boulevard) continuing easterly along the channel to University Drive, crossing the channel then continuing northerly along University Drive to Bayou Road W. The proposed trail continues north along Bayou Road W where it intersects and extends northward along Bay Area Boulevard through the Middlebrook Drive intersection.



Year completed: 2019 (Phase I)

Names, addresses and phone numbers of owner and contact person

Harris County Engineering Department
 Demetria Williams, Project Manager
 1001 Preston Avenue, 7th Floor
 Houston, Texas 77002
 +1 713 274 3882

Names, addresses and telephone numbers of clients

Harris County Engineering Department
 1001 Preston Avenue, 7th Floor
 Houston, Texas 77002
 +1 713 274 3882

Experience with CDBG project management

N/A

D. PROJECT METHODOLOGY



D. PROJECT METHODOLOGY

The City of Friendswood desires and needs detention for flooding relief as was notably highlighted by Hurricane Harvey in the Forest Bend neighborhood and entire Clear Creek watershed. RPS proposes to aid the City in the design of an offline system within the Forest Bend Park that achieves maximum benefit with the funding provided by CDBG. This design would further take into consideration a footprint of future detention that could be expanded in other areas of the park should additional funding become available.

Modeling

With our recent work on the Galveston County Master Drainage Plan, RPS has intimate knowledge of the latest HEC-RAS 1D/2D hydraulic model being developed for Clear Creek. We can seamlessly integrate and analyze any proposed improvements. By modifying the terrain within the hydraulic model, the proposed detention facility will be implemented and analyzed. The proposed amount of detention will then be evaluated for its benefits and any potential negative

impacts it may have on this or other portions of Clear Creek. RPS would optimize and negate any impacts to the surrounding watershed by evaluating different outfall pipe sizes (to the existing outfall), restrictors and or emergency spill way weirs. By evaluating impacts for the proposed detention facility in a hydraulic model rather than a hydrologic model reduction element, the true impacts to surrounding water surface elevations and inundation extents can be determined.

Design

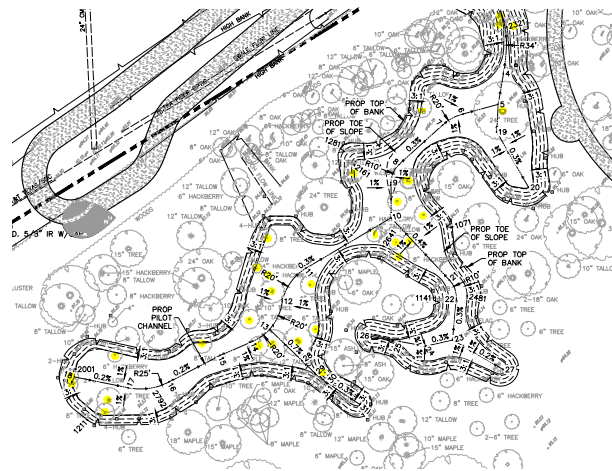
In obtaining the projected 70 to 90 acre-feet of detention, RPS would propose the consideration of two alternatives.

Alternative A would take a more natural design approach to customize the pond around the existing landscape. This type of design would still meet the desired detention goals but help maintain the site's current natural park feel and preserve mature trees. It could also accommodate a meandering $\frac{3}{4}$ mile trail system with multiple loops. If needed for cost-cutting purposes, one of the loops could be omitted. The separate ponds could be interconnected through pipes or overflow systems.

In a much smaller, but similar detention facility for the Houston Parks Board Greens Bayou Trail, the RPS design team went to the field to perform the first pass at designing the layout of the pond. Armed with the engineer, landscape architect (or tree specialist), and the client to make judgment calls, the team identified marker points for pond that could be picked up during survey in order to more carefully design the limits of the pond in construction documents. The figure below shows the final layout as a result of this process. This process leads to easier and more educated design decisions back in the office, and the Forest Bend Detention Pond would be an ideal candidate for this efficient method.



Example of meandering trail around pond at adjacent neighborhood.



Detention Facility for Greens Bayou Trail

Alternative A



Alternative B would be a more standard shaped detention basin with a single loop trail system. In this scenario the new basin would fully connect with the previous one. If the full trail loop was desired to be kept in this scenario, a culvert or bridge crossing may be needed at the lowest point near Clear Creek.

For either design Alternative, if desired by the City and Community, the ballfield backstop and layout could be put back in nearly the same location, able to be used when the pond is dry. This area would just become depressed, but usable once the basin drains.

Both designs would similarly intend to utilize the existing outfall into Clear Creek as mentioned by the City of Friendswood. This not only provides a cost savings directly from not having to construct a new structure, but also from avoiding additional permitting (which would also add considerable time to the project).



Example of tree that could be designated for removal as not currently in perfect health.

Alternative B



Geotech

A geotechnical investigation will be critical in determining the exact basin design, for both layout and depth. Geotest, a company for which we have worked with numerous times, would fill the role on this project. Information especially important to this investigation will be precise water table elevations and a slope stability analysis. We would also request recommended erosion control measures for the project site.

Survey

Topographic survey will be included in one of the first tasks kicked off for the project. Our proposed surveyor, Kuo & Associates, will be in close communication especially if we will perform a preliminary site layout in the field for Alternates A or B. Kuo is another company whom we have worked very well with in the past and have always had easy communication and timeliness.

Environmental

RPS understands that the current climate around environmental concerns in Friendswood has shifted since Harvey, moving to more of an emphasis on pure flood reduction. However, given the current park use and the number of mature trees on the site, RPS would pre-emptively design to accommodate public concerns while also providing the flooding relief needed in the community. Our recent environmental work on the Brazoria County CDBG Disaster Recovery Services for Oyster Creek, Bastrop Bayou and Holiday Lakes demonstrates our knowledge of practical solutions while meeting funding requirements.

RPS' in-house environmental team will also be able to efficiently determine in environmental hurdles or approvals needed for the site. We would recommend that they do a preliminary desktop study to determine any large environmental issues to avoid in laying out the initial site plan.

Existing Utilities/Structures

As desired by the City, existing utilities will largely be avoided for design. This includes a 21-inch sanitary sewer gravity line across the southwest portion of the site and its associated lift station. There is also a storm sewer line running across the northwestern property line that will remain. On the Conrad Sauer Detention Facility, we worked around an existing stormwater lift station and maintained access through construction.

Water Well

RPS will plug and abandon the existing water well in such a way that its footprint does not impede additional detention. We know that the abandonment of water supply wells is regulated by the Texas Commission on Environmental Quality (TCEQ), and the well must be grouted in and sealed by a qualified registered well drilling and servicing company. Most well drillers in Texas are capable of doing any required mechanical/electrical and site demolition work in addition to the well closure.

Once all the well discharge piping and appurtenances are removed, the well driller will remove the casing to below grade and "grout in" the well; the exact technique will depend on the diameter and depth of the well. The well is then capped. The well driller will then be required to complete a report documenting



the procedure. And since closure and abandonment of wells in Harris and Galveston Counties require informing of the Harris Galveston Subsidence District, RPS would assist the City in this. This is similar to what we did for the City of Bellaire at the Central Water Plant.

While "removable" structures currently in the park like benches and ballfield backstops will be relocated during construction and moved back where appropriate, the existing swimming pool, playground and other structures would remain. Existing lighting away from the previously mentioned structures would be removed/abandoned.

Trail

With RPS' extensive trail design experience, we will design a welcoming environment so that Forest Bend can continue to enjoy their park space. We will ensure the long-lasting 5-foot concrete (or rubber) trail is also intended to withstand maintenance equipment. RPS is similarly intimately familiar with ADA and AASHTO guidelines regarding trails. This is demonstrated by our work on the Harris County Bay Area Hike and Bike Trail Segment 1 – Phases 1 and 2.

Public Safety

RPS understands that the decision to incorporate lighting for the trail system may change depending on the budget and other City discussions. But should lighting be kept in the scope, RPS has included Kalluri Group with the project team who can develop a simple, but effective design. Solar powered lights would be an option to consider so that a large amount of conduit does not have to be placed.

General safety is always a concern, especially at public locations. For this, RPS will keep in mind any drops, steep grades, and providing necessary pipe protection. On the Houston Parks Board Greens Bayou Trail project, we modified the grading at several culverts under the trail to avoid safety issues that would affect the cyclists.

Flexibility

Any design RPS would recommend would not prohibit modifications in the future, should additional funding or agencies present. The new detention would include thought of future interconnections or expansion.

Sustainable Resilience

As with many projects, RPS will utilize the Envision framework (a sustainable infrastructure credentialing system also usable as a design tool) to inspire design decisions that would reduce the immediate construction costs as well as long-term costs for the City. RPS understands that the City does not intend to go after any kind of certification, but acknowledges the project, environmental, and cost benefits associated with seriously considering Envision's objectives and using it as a powerful tool. A few examples of areas where Envision would have a positive influence are:

Excavation Spoils

The emphasis on using select excavation in creative ways or for nearby projects can save considerable costs and carbon emissions. Thought was given to moving some material onsite for playground use, but with the entire site in the floodplain that option is not fruitful. However, we would be eager to explore other local options like this that would not impact the floodplain.

Removal of Invasive Species

Even if no extra excavation takes place with their removal, removing invasive trees would create additional capacity in the floodplain. This would also provide beneficial aspects to native plants.

Community

RPS would work with the City and residents to design a detention basin that functions to provide flooding relief and be a resilient amenity for the neighborhood. For the Galveston Master Drainage Plan Update, we are holding public meetings to share information and obtain input from residents.



Existing park



Existing trail

Maintenance

Consideration of operations and maintenance is yet another critical item that can affect the overall success of a project (and long-term costs). We would ensure that slopes are adequate for mowing and that the City has the tools and methods necessary to adequately and easily maintain the site. On the Conrad Sauer Detention Basin, we incorporated design elements to provide clear and easy access to the bottom of the basin for maintenance. On our design for Houston Parks Board Trails along drainage channels, we incorporated maintenance access for the Harris County Flood Control District to access their channels and for the Parks Board to maintain the trail system and the associated drainage system.

Existing Landscape

With many urban parks, extensive landscaping is supplemented to create an inviting, natural space. But this park already has an extensive array of mature trees that can be utilized so that little to no landscaping will

need to be added. Again, with some careful thought on the design side, cost can be saved and not at the detriment of the end project. On our recent Houston Parks Board trail projects, we maintained existing trees as much as possible to provide shade and to reduce the impact to natural landscaping.



Detention considering trees

Landscaping

If services are desired, we have Clark Condon prepared to be a part of our team. Their efforts would be valuable in identifying native trees, placement of amenities and selection of adapted-low maintenance vegetation.

Communication

RPS strives to be considered more as an extension of the City staff and prides itself in consistent and timely communication. We make ourselves available to answer any questions and jump on pressing matters. We often work in close contact with Harris County Flood Control and other regional entities and are astute at navigating reviews and approvals. While the City may be the one directly coordinating with governing agencies, we can be available to assist or represent the City as needed. On our ongoing work on the Galveston County Master Drainage Plan Update, we are conducting public meetings and stakeholder meetings to share information about the progress of the project and to obtain input on the proposed solutions.

Schedule

Schedule is one of the trickier aspects of this project as the 6 to 8- month timeline to produce construction documents will be challenging. To offset this, RPS will work concurrently on many items. This will include performing a higher level of design prior to survey and Geotech being delivered, utilizing desktop studies and the available 2018 LiDAR, which has proven to be very accurate. And as previously mentioned, since RPS is intimately familiar with the latest model of Clear Creek, the time to analyze and optimize the drainage modeling of the project will be significantly cut.

CDBG Funding

RPS knows that CDBG/GLO funding provides for a unique process. But we have a wide variety of GLO project experience throughout the Greater Houston region and a clear understanding of the many processes and requirements for these federally funded projects. Two project examples with similar funding include the City of Houston Neighborhood Ditch Improvements and the Brazoria County Oyster Creek, Bastrop Bayou and Holiday Lakes Desnagging project. Each milestone submittal has a defined list of deliverables and it will be critical to complete those before moving forward. We will ensure that all proper administrative items are fulfilled to ensure that the City is fully reimbursed for the project and the construction is closed-out prior to the GLO deadline for completion.

Construction Phase Services

RPS has extensive experience providing Construction Phase and Construction Management services on federally funded projects. We know that a careful eye for detail, communication, timeliness and documentation are key to success in this phase of work. RPS completed construction administration and construction inspection for the Conrad Sauer Detention Basin and several Houston Parks Board Trail projects. We especially understand the importance of keeping the project on track so that funding deadlines are met.

E. REFERENCES

E. REFERENCES

RPS is proud of our successful work history with municipalities and other agencies on detention projects and other projects related to the Forest Bend Detention Pond.

We understand that it is critical to maintain our good reputation for excellent work and customer service, and each team member strives to provide an exceptional experience for our clients.

We encourage the City to contact our references to discuss our successful completion of their current or past projects on schedule, within budget and with high quality.

1

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Karen Glynn, PE

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Joshua Stuckey
Interim Director

HARRIS COUNTY, TEXAS

COMMUNITY SERVICES DEPARTMENT

8410 Lantern Point Drive
Houston, Texas 77054
Tel (832) 927-4700
Fax (713) 578-2090

July 27, 2020

Mr. Steven Simmons
City of Friendswood
15355 Blackhawk Boulevard
Friendswood TX 77546

Re: City of Friendswood-Forest Bend Detention Pond Project
Project No.: D2017-052

Dear Mr. Simmons,

This office is in receipt of the RFQ scores, tabulations, Section 3 documents, and the City recommendation for Authorization to negotiate for design services. Based on our review of the submitted documentation, this office concurs with the City's recommendation to proceed with negotiations and award for design services with the apparently most qualified consultant firm RPS Group.

Therefore, please proceed with the negotiation process and award the contract for the Forest Bend Detention Pond Project design services. In addition, we note the Section 3 Utilization Plan and Statement of Compliance details that the RPS Group need to subcontract work. Therefore, RPS Group selection of any subcontractor must demonstrate good faith efforts towards reaching the applicable Section 3 numeric goals. Please note failure to demonstrate good faith efforts may jeopardize future funding.

If you have any questions or comments, please contact Mr. David Beck, at (832) 927-8248.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. J. Frazier".

Gregory J. Frazier
Assistant Director

GJF/DB

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 6/3/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approving an agreement with Harris County for Election Services.

Originating Department: City Secretary

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

This agenda item is to approve a joint election agreement with Harris County for election services which will be provided to the City of Friendswood for the November 3, 2020, Special Election for reauthorization of the street maintenance sales and use tax.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Due to the novel coronavirus (COVID-19), Governor Greg Abbott authorized all political subdivisions holding General or Special Elections on May 2, 2020, to postpone their election to the November 3, 2020, uniform election date.

Having a joint election with Harris County will enable Friendswood's HC registered voters to vote in both the November General Election and the City's Special Election for reauthorization of the street maintenance sales and use tax.

RECOMMENDATIONS

The City Secretary's office recommends Council approve the joint election agreement with Harris County to provide election services for the city's Special street sales tax reauthorization Election.

ATTACHMENTS

1. Harris County Election Services Agreement Nov 2020
2. Exhibit A
3. Exhibit B

**AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF
FRIENDSWOOD RELATING TO JOINT ELECTIONS TO BE HELD
NOVEMBER 3, 2020**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas (hereinafter the “County”), and City of Friendswood, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as the “Entity”).

RECITALS:

The County will be conducting a joint election on November 3, 2020 for multiple entities. The County will be using an electronic voting system, eSlate, (hereinafter “Voting System”) that has been duly approved by the Secretary of State pursuant to Texas Election Code §§122.031-122.039, §122.061, §122.091, as amended, and duly approved by the United States Justice Department for use in Harris County pursuant to Voting Rights Act of 1965.

Part or all of the Entity lies within the boundaries of Harris County.

The Entity desires to join the November 3, 2020 General and Special Elections (hereinafter referred to as the “November 3, 2020 Election”) being conducted by the County.

The County desires to provide certain election services to the Entity for its election to be held on November 3, 2020.

TERMS:

In consideration of the mutual covenants, agreements and benefits to the parties, IT IS AGREED as follows:

I. Entity’s Responsibilities

The Entity agrees that it has furnished the County with a list of race titles and proposition titles and proposition language, if any, for the November 3, 2020 Election. All information must be provided in all four languages.

The Entity agrees that it provided the County with a list of candidates’ names, ballot positions and/or proposition language for the November 3, 2020 Election.

Further, the Entity agrees that it has verified its current jurisdictional boundaries and the total number of Harris County precincts required by those jurisdictional boundaries by August 14, 2020. If the Entity failed to provide the County with this information by this stated deadline, then the County is hereby authorized to adopt the current jurisdictional boundaries and total number of Harris County precincts for the non-performing Entity that are provided to the County by the Harris

County Voter Registrar's Office, and the non-performing Entity hereby agrees to the County's use of that information to fulfill the requirements of this paragraph.

The Entity shall agree to appoint positions as the Harris County Commissioners Court, Election Board and the Early Voting Clerk have appointed for positions such as all Election Day Presiding and Alternate Judges, Early Voting Judges and Clerks, Early Voting Ballot Board and Central Count Presiding and Alternate Judges, Central Count Manager and Tabulation Supervisor pursuant to the Texas Election Code. The Entity agrees to accept the Early Voting and Election Day polling places accepted by the Harris County Commissioners Court and the hours designated by Harris County for Early Voting.

The Entity agrees to prepare, post and publish any and all notices required of the Entity by state law for the November 3, 2020 Election. Unless otherwise expressly provided herein, the Entity agrees to do all things that may be required of it in connection with the November 3, 2020 Election. The Entity is responsible for the preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate officer of the Entity with regard to the November 3, 2020 Election. The County shall not have any responsibility or duty in connection with such preparations by the Entity. The Entity is responsible for making their own submissions, if any is required or desired, to the United States Justice Department and the County shall have no responsibility or duty in connection with such submission relating to the November 3, 2020 Election.

If an entity is conducting a Bond/Debt Obligation Election, the entity is required to provide a copy of the Bond Order(s) for each polling location. The instruction for the Order(s) are set forth in **Exhibit C** "Instructions for Bond/Debt Obligation Orders" attached hereto and incorporated herein. The Entity accepts the responsibility to ensure that the order of the election is posted at each polling location where its precincts will be voting on Election Day. The Entity will provide packets to be used for Early Voting and Election Day to the County by **September 1, 2020**. Documents for the voters will be in four (4) languages: English, Spanish, Vietnamese and Chinese.

II. County's Responsibilities

The County agrees to follow the Texas Election Code in the conduct of the November 3, 2020 General and Special Elections. The County agrees to provide mail ballots to all voters who request a ballot in the Entity's jurisdictions. The County shall provide space on the ballot sufficient to encompass all candidate races and issues of the Entity.

The County will provide the Entity with all dates and times for Early Voting no later than the 21st day before Election Day. The County agrees to provide polling locations for use during Early Voting. The County will arrange for the delivery of the Voting System equipment and other equipment and supplies for use in Early Voting by personal appearance in the November 3, 2020 Election. The County Clerk shall select election officers for the main Early Voting location, as well as any branch Early Voting location, pursuant to the Texas Election Code §85.009.

The County agrees to provide all equipment and supplies for use in Early Voting by mail in the November 3, 2020 Election. The County is authorized to employ or use such personnel, as it deems necessary or desirable, to prepare and conduct Early Voting by mail.

Further, the County agrees to provide all the Election Day polling places, Voting System equipment, and other equipment as it deems necessary or desirable for the holding of the November 3, 2020 Election and cause same to be delivered to the polling places. The Joint Election shall be conducted utilizing county-wide polling places pursuant to Section 43.007(a) (5) of the Texas Election Code. The County agrees to provide the Voting System to all polling places at least one (1) hour before the time set for opening the polls. The County shall determine the amount of voting equipment available for the November 3, 2020 Election and its decision shall be final.

The County will employ or use such personnel as it deems necessary to program and operate the automatic tabulating equipment in accordance with Texas Election Code.

The Harris County Commissioners Court shall appoint the Presiding and Alternate Election Judges for each county election precinct and the Central Counting Station, the Early Voting Ballot Board, Central Count Manager and Tabulation Supervisor according the Texas Election Code. Necessary additional appointments shall be made under the Texas Election Code. The County agrees to pay the Presiding Judges of the County and their clerks, pursuant to Texas Election Code §§32.091-32.093 and §271.013, as amended, for their services in connection with the November 3, 2020 Election at the expense of the Entity. The County agrees to pay the Presiding Judge and clerks of the Early Voting Ballot Board to process Early Voting results pursuant to Texas Election Code §§87.001-87.025, §87.101, and §87.103, as amended at the expense of the Entity. The County shall require all poll workers to adhere to safety protocols outlined by the County including but not limited to wearing masks at all times, utilizing Personal Protective Equipment (PPE), and social distancing. The County shall have the authority to remove any poll worker from employment if they do not follow safety protocols outlined by the County.

The County agrees to perform its obligations under this Agreement in accordance with all applicable federal and state laws, rules and regulations.

Regarding the posting of Debt Obligation Election Orders, Harris County, as a courtesy, will post a copy of all Debt Obligation Election Orders in four (4) languages in a notebook on the qualifying table of every Early Voting and Election Day location for this election. A notice, approved by the Secretary of State, will be posted on the wall stating that information regarding the Debt Obligation Election Orders is available. Harris County will train judges on the importance of making this information available. However, it is still the responsibility of the entity to ensure that the judge received the order and that the order was posted at each polling location within the jurisdiction.

III. Compensation

The fair and reasonable compensation for use of the County's Voting System, equipment, supplies, and staff and for other services provided for administration of the election is detailed in the itemized list of estimated election expenses under **Exhibit A**, attached hereto and incorporated herein. The Entity agrees to pay its pro rata share of costs to the County for the Voting System,

equipment, furniture, telephones, election kits, Early Voting Ballot by Mail, printing, supplies, delivery and transportation services, personnel, polling places, technical support, training, administrative costs and any other costs incurred by the Entity under this Agreement for the November 3, 2020 Election held by the County and the Entity and to share the cost of the November 3, 2020 Election in accordance with the terms of this Agreement.

The Entity's pro rata shares will be computed by attributing the total number of registered voters in each of the Entity's precincts that will be serviced by the County in the November 3, 2020 Election. The Voter Registry of the Entity, as of seventy (70) days before the November 3, 2020 Election, will be used to determine the total number of registered voters in each of the Entity's precincts. An estimate of the Entity's total cost is attached and incorporated herein as **Exhibit B**. The final determination of the Entity's pro rata share of the costs incurred by the County for November 3, 2020 Election necessary for the purposes contemplated by this Agreement shall be made by the County and its decision shall be final.

The fair and reasonable value of the general overall supervision and advisory services of the County in connection with decisions to be made and actions to be taken by officers of the Entity is ten percent (10%) of the total amount of the Agreement for the Entity, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The Entity agrees to pay the County this ten percent (10%) fee for advisory services for its November 3, 2020 Election. It is understood that the fees paid for these advisory services shall be deposited in a separate fund in the County treasury, in accordance with Texas Election Code §31.100, as amended.

The Entity agrees to deliver sixty percent (60%) of their respective total estimated cost for its share of the November 3, 2020 Election to the County within ten (10) days of the execution of this Agreement. The County agrees to furnish a final accounting of the November 3, 2020 Election expenses actually incurred within ninety (90) days after the November 3, 2020 Election. The Entity agrees to pay the County's invoice for the balance of its November 3, 2020 Election expenses within thirty (30) days of receipt of the invoice. Payments, in the name of Harris County, must be submitted to Chris Hollins, Harris County Clerk, Attn: Elections Division, P.O. Box 1148, Houston, TX 77251-1148. Copies of all related invoices, records or documentation used in calculating the total cost of the elections will be made available as soon as practicable by the County upon written request to the County at the address above. Within ten (10) days of execution of this Agreement, the County will provide the Entity with a Personal Entity I.D. ("PEID") number assigned by the County Auditor. Each payment by the Entity to the County shall reference and include their respective PEID number.

If an entity has a proposition that is longer than 500 characters for one language or if there are more than five (5) contests, the entity may incur additional coding and supply fees to accommodate the additional costs. The additional amount will represent the additional time to code the ballot, the additional space on the sample ballot, additional costs for ballot by mail and postage, and any other associated costs.

Waiver of any penalty fees imposed upon the Entity under this Agreement is at the discretion of the County.

IV. Additional Entities

It is understood that other political subdivisions may wish to participate in the November 3, 2020 Election and request the use of the above-mentioned election equipment, voting places and personnel, etc. It is agreed that the County may contract with other political subdivisions for such purposes. It is understood and agreed that the County will use the same formula for determining a pro rata share for each entity as described in this Agreement.

V. Cancellation of Election

In the event the Entity's November 3, 2020 Election is enjoined or canceled, or if for any reason whatsoever the Entity shall decide not to proceed with its November 3, 2020 Election, the Entity agrees that it shall be responsible for its share of any costs and expenses incurred by the County up to the cancellation date.

VI. Presiding Judges and Clerks

Presiding Judges and clerks shall be selected pursuant to the Texas Election Code Chapter 32. Regarding powers and duties, the Presiding Judge is in charge of and responsible for the conduct of the election at the polling place of the election precinct that the judge serves. See Texas Election Code §32.071.

VII. Notice

Any notices permitted or required to be given under this Agreement must be made by certified mail, return receipt requested or hand-delivered to the parties at the following addresses:

Harris County:

Harris County Clerk
1001 Preston, 4th Floor
Houston, TX 77002
Attention: Maureen Fisbeck

Entity:

City of Friendswood
910 S. Friendswood Dr.
Friendswood, TX 77546
Attention: Melinda Welsh

VIII. Termination

Each party may terminate this agreement upon thirty days (30) notice as provided in this agreement. Should the Entity terminate this contract, the Entity shall be responsible for its pro rata share of expenses incurred up unto the time of termination or as described herein specifically.

IX. Miscellaneous

Third Party Beneficiaries. The County is not obligated or liable to any party other than the Entity for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create or increase any additional rights or remedies in any third party, or the duties or responsibilities of the County with respect to any third party.

Successors and Assigns. The County and Entity bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a Party hereto.

Applicable Law and Venue. This Agreement is governed by the laws of the State of Texas. The Agreement is subject to Texas state and federal laws, orders, rules, and regulations. Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

Entire Agreement. This instrument contains the entire agreement between the parties. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties to this Agreement.

Severability. If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein.

Subtitles. The subtitles in this Agreement are provided for organizational purposes only and do not provide substantive meaning to the Agreement.

Multiple Counterparts. This Agreement will be executed in several counterparts, each of which shall be an original and all of which shall constitute but one instrument.

EXECUTED on this the _____ day of _____, 2020.

ATTEST:

HARRIS COUNTY

CHRIS HOLLINS
County Clerk

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

By _____
DOUGLAS P. RAY
Assistant County Attorney

ATTEST/SEAL:

Name: _____

Title: _____

City of Friendswood
Signed by:

Name: _____
Mike Foreman

Title: _____
Mayor

ATTEST/SEAL:

Name: _____
Melinda Welsh, TRMC

Title: _____
City Secretary

DATE COUNTERSIGNED:

APPROVED AS TO FORM:

Name: _____
Mary Kay Fischer
City of Friendswood Attorney

EXHIBIT A – Cost Estimate

EXHIBIT B – Cost Estimate

EXHIBIT C

Instructions for Bond/Debt Obligation Orders **For the November 2020 General and Special Elections**

It is required that an Entity conducting a Bond/Debt Obligation Election must provide a copy of the Bond Order(s) for each polling location.

Please follow the guidelines below when preparing Bond Orders for distribution for the **Early Voting and Election Day** period:

- Supply our office with an electronic version of the Bond Orders in PDF or Microsoft Word by September 1st
 - Bond Order must be translated into all required languages (English, Spanish, Chinese & Vietnamese)
 - Do not include Early Voting or Election Day locations list(s).
- Bond Order format requirements:
 - 8 ½ X 11 in. page size
 - Page margins no larger than 0.75 inch
 - All text single spaced
 - All text 12 pt. font (excluding titles)
- Submissions will need to be transmitted via FTP
 - Confirmation of successful transmission and correct format will be provided by Maureen Fisbeck within 48 hours (excluding weekends).
 - Insert FTP instructions once IT sets up

Harris County Elections Division will print copies of the Bond/Debt Obligation Orders and prepare them for distribution to all Early Voting and Election Day locations. Copies will be printed on 8 ½ X 11 white copy paper, duplex, and 3 hole punched. A copy of all Early Voting and Election Day locations will be added to the binder for voter use.

In the event our office receives a call from a voter requesting more information regarding the Bond/Debt Obligation Orders on your ballot, **please provide a contact name and phone number for your Entity that we may share with the voter.**

[illegible]

	% Share	Base Cost	Admin 10%	Total	Deposit
	100.00%	\$17,228,333.11	\$1,722,833.31	\$18,951,166.42	
	% Share	\$0.00	\$0.00	\$0.00	
HARRIS COUNTY	64.37%	\$11,089,878.02	\$1,108,987.80	\$12,198,865.83	\$7,319,319.50
Lone Star College System	11.68%	\$2,012,269.31	\$201,226.93	\$2,213,496.24	\$1,328,097.74
North Harris County Regional Water Authority	4.48%	\$771,829.32	\$77,182.93	\$849,012.26	\$509,407.35
Harris County ESD No. 9	3.32%	\$571,980.66	\$57,198.07	\$629,178.73	\$377,507.24
Katy Independent School District	2.28%	\$392,805.99	\$39,280.60	\$432,086.59	\$259,251.96
Klein Independent School District	1.48%	\$254,979.33	\$25,497.93	\$280,477.26	\$168,286.36
Clear Creek Independent School District	1.44%	\$248,088.00	\$24,808.80	\$272,896.80	\$163,738.08
Spring Independent School District	1.08%	\$186,066.00	\$18,606.60	\$204,672.60	\$122,803.56
Harris County ESD No. 16	0.81%	\$139,549.50	\$13,954.95	\$153,504.45	\$92,102.67
Galena Park Independent School District	0.74%	\$127,489.67	\$12,748.97	\$140,238.63	\$84,143.18
Harris County ESD No. 46	0.63%	\$108,538.50	\$10,853.85	\$119,392.35	\$71,635.41
Clear Lake City Water Authority	0.62%	\$106,815.67	\$10,681.57	\$117,497.23	\$70,498.34
Tomball Independent School District	0.43%	\$74,081.83	\$7,408.18	\$81,490.02	\$48,894.01
City of Deer Park	0.41%	\$70,636.17	\$7,063.62	\$77,699.78	\$46,619.87
LaPorte Independent School District	0.37%	\$63,744.83	\$6,374.48	\$70,119.32	\$42,071.59
Baytown Crime Control and Prevention District	0.36%	\$62,022.00	\$6,202.20	\$68,224.20	\$40,934.52
Baytown Fire Control, Prevention and ESD	0.36%	\$62,022.00	\$6,202.20	\$68,224.20	\$40,934.52
City of Baytown	0.36%	\$62,022.00	\$6,202.20	\$68,224.20	\$40,934.52
Channelview Independent School District	0.34%	\$58,576.33	\$5,857.63	\$64,433.97	\$38,660.38
City of LaPorte	0.28%	\$48,239.33	\$4,823.93	\$53,063.27	\$31,837.96
Harris County ESD No. 80	0.28%	\$48,239.33	\$4,823.93	\$53,063.27	\$31,837.96
City of Bellaire	0.27%	\$46,516.50	\$4,651.65	\$51,168.15	\$30,700.89
Harris County ESD No. 60	0.25%	\$43,070.83	\$4,307.08	\$47,377.92	\$28,426.75
City of Webster	0.24%	\$41,348.00	\$4,134.80	\$45,482.80	\$27,289.68
City of West University Place	0.24%	\$41,348.00	\$4,134.80	\$45,482.80	\$27,289.68
Huffman Independent School District	0.23%	\$39,625.17	\$3,962.52	\$43,587.68	\$26,152.61
Sheldon Independent School District	0.22%	\$37,902.33	\$3,790.23	\$41,692.57	\$25,015.54
Sunbelt Fresh Water Supply District	0.18%	\$31,011.00	\$3,101.10	\$34,112.10	\$20,467.26
Memorial Villages Water Authority	0.16%	\$27,565.33	\$2,756.53	\$30,321.87	\$18,193.12
City of Seabrook	0.12%	\$20,674.00	\$2,067.40	\$22,741.40	\$13,644.84
City of Humble	0.11%	\$18,951.17	\$1,895.12	\$20,846.28	\$12,507.77
City of Katy	0.10%	\$17,228.33	\$1,722.83	\$18,951.17	\$11,370.70
Harris County WCID No. 89	0.10%	\$17,228.33	\$1,722.83	\$18,951.17	\$11,370.70
Waller-Harris ESD No. 200	0.10%	\$17,228.33	\$1,722.83	\$18,951.17	\$11,370.70
Bridgestone MUD	0.09%	\$15,505.50	\$1,550.55	\$17,056.05	\$10,233.63
City of Friendswood	0.09%	\$15,505.50	\$1,550.55	\$17,056.05	\$10,233.63
Newport MUD	0.09%	\$15,505.50	\$1,550.55	\$17,056.05	\$10,233.63
City of Pearland	0.08%	\$13,782.67	\$1,378.27	\$15,160.93	\$9,096.56
Harris County MUD No. 26	0.08%	\$13,782.67	\$1,378.27	\$15,160.93	\$9,096.56
City of Galena Park	0.06%	\$10,337.00	\$1,033.70	\$11,370.70	\$6,822.42
Harris County ESD No. 15	0.06%	\$10,337.00	\$1,033.70	\$11,370.70	\$6,822.42
The Woodlands Township	0.06%	\$10,337.00	\$1,033.70	\$11,370.70	\$6,822.42
City of Nassau Bay	0.05%	\$8,614.17	\$861.42	\$9,475.58	\$5,685.35
Harris County MUD No. 24	0.05%	\$8,614.17	\$861.42	\$9,475.58	\$5,685.35
Harris County MUD No. 400	0.05%	\$8,614.17	\$861.42	\$9,475.58	\$5,685.35
Harris County MUD No. 419	0.05%	\$8,614.17	\$861.42	\$9,475.58	\$5,685.35
Harris County WCID No. 157	0.05%	\$8,614.17	\$861.42	\$9,475.58	\$5,685.35
Harris County MUD No. 119	0.04%	\$6,891.33	\$689.13	\$7,580.47	\$4,548.28

Harris County MUD No. 150	0.04%	\$6,891.33	\$689.13	\$7,580.47	\$4,548.28
Harris County MUD No. 196	0.04%	\$6,891.33	\$689.13	\$7,580.47	\$4,548.28
Lake Forest Utility District	0.04%	\$6,891.33	\$689.13	\$7,580.47	\$4,548.28
Bilma Public Utility District	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Harris County FWSD No. 1A	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Harris County MUD No. 127	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Harris County MUD No. 148	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Harris County MUD No. 180	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Harris County MUD No. 304	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Harris County MUD No. 364	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Harris County MUD No. 64	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Harris County Utility District No. 15	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Harris County WCID No. 133	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Kirkmont Municipal Utility District	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
West Harris County MUD No. 2	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Westlake MUD No. 1	0.03%	\$5,168.50	\$516.85	\$5,685.35	\$3,411.21
Beechnut MUD	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Brazoria County MUD No. 18	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
City of League City	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Cypress Creek Utility District	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Encanto Real Utility District	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Harris County FWSD No. 58	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Harris County MUD No. 136	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Harris County MUD No. 50	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Harris County WCID No. 70	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Northwest Freeway MUD	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Pearland Independent School District	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Rolling Fork Public Utility District	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Southwest Harris County MUD No. 1	0.02%	\$3,445.67	\$344.57	\$3,790.23	\$2,274.14
Harris County MUD No. 248	0.01%	\$1,722.83	\$172.28	\$1,895.12	\$1,137.07
Harris County MUD No. 399	0.01%	\$1,722.83	\$172.28	\$1,895.12	\$1,137.07
Harris County WCID No. 132	0.01%	\$1,722.83	\$172.28	\$1,895.12	\$1,137.07
Harris County WCID No. 99	0.01%	\$1,722.83	\$172.28	\$1,895.12	\$1,137.07
Inverness Forest ID	0.01%	\$1,722.83	\$172.28	\$1,895.12	\$1,137.07
New Caney Independent School District	0.01%	\$1,722.83	\$172.28	\$1,895.12	\$1,137.07
Northwest Harris County MUD No. 23	0.01%	\$1,722.83	\$172.28	\$1,895.12	\$1,137.07
Northwest Harris County MUD No. 24	0.01%	\$1,722.83	\$172.28	\$1,895.12	\$1,137.07
Pine Village Public Utility District	0.01%	\$1,722.83	\$172.28	\$1,895.12	\$1,137.07
The Woodlands Road Utility District No. 1	0.00	\$900.00	\$90.00	\$990.00	\$594.00
Green Tree Park MUD	0.00	\$900.00	\$90.00	\$990.00	\$594.00
Harris County MUD No. 405	0.00	\$900.00	\$90.00	\$990.00	\$594.00
Harris County MUD No. 489	0.00	\$900.00	\$90.00	\$990.00	\$594.00

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/1/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding concurrence with the City Manager's appointment of William Bender to the position of Human Resources Director and James O'Brien to the position of Information Technology Director.

Originating Department: City Manager

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Since the early 1990's, the function of Human Resources/Risk Management and Information Technology have been divisions within the office of Administrative Services (ASO). That structure has served the City well for a number of years.

Friendswood, as an organization, has hit critical mass in which the breadth of responsibilities in ASO can no longer function as one department. Moving forward, Human Resources/Risk Management (HR/RM) and Information Technology (IT) will come out from the ASO umbrella and be standalone departments reporting to the City Manager. The other divisions that previously made up ASO will remain; Finance (including Utility Billing) and Municipal Court.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The restructuring of Administrative Services will better position the organization to serve the City. Please note, these changes will not create any new FTEs.

RECOMMENDATIONS

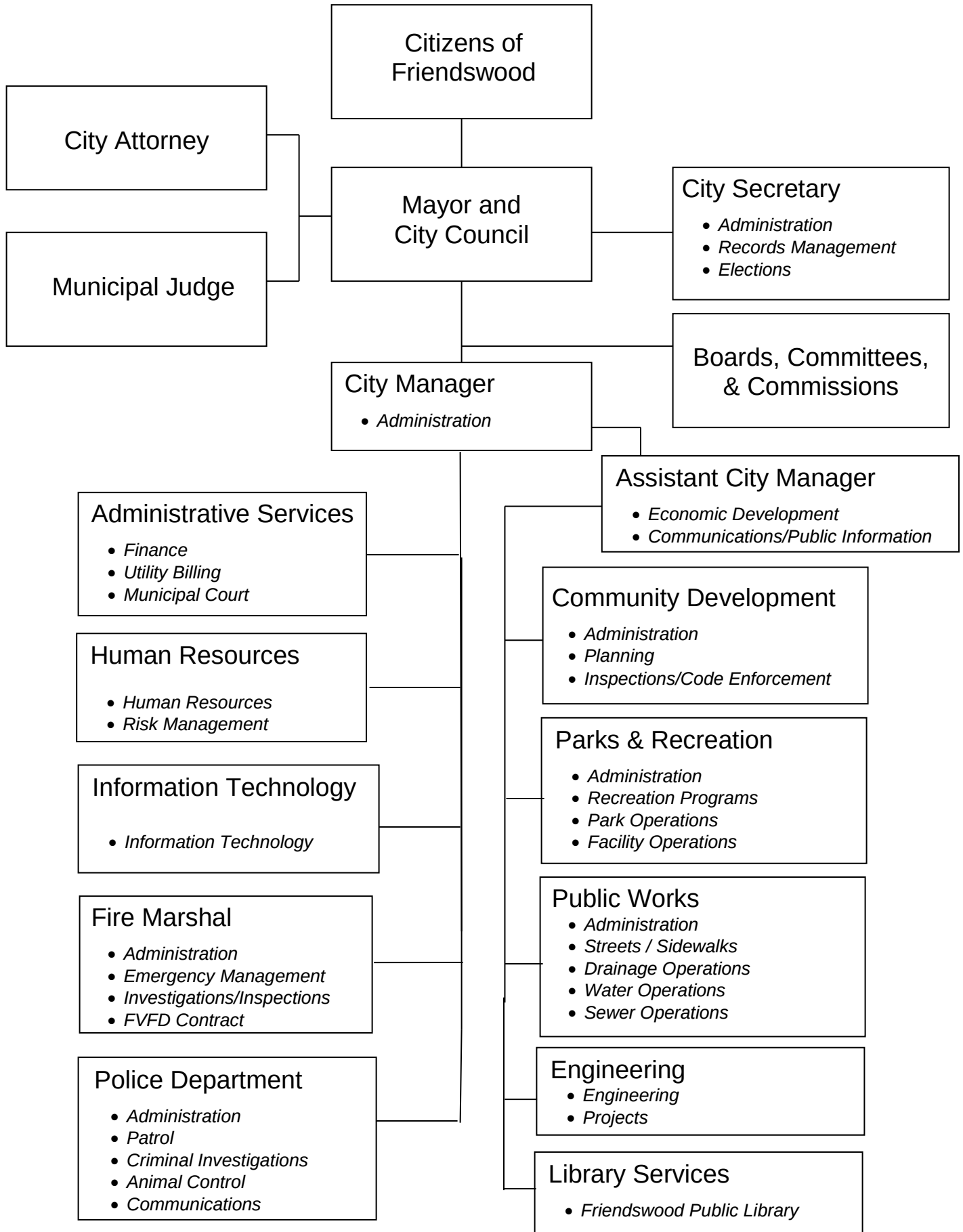
Recommend Council concurrence with my appointment of:

- William Bender to the role of Director of Human Resources/Risk Management. Bill has been with Friendswood since 1997 and has served as Deputy Director of ASO overseeing HR/RM.
- James O'Brien to the role of Director of Information Technology. James has been with Friendswood since 2016 and has served as Deputy Director of Information Technology.

ATTACHMENTS

1. Updated COF Org Chart

CITY OF FRIENDSWOOD Organization Chart



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/2/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding disposition of RFP 2020-09 Project Management Services for the Community Development Block Grant -Disaster Relief (CDBG-DR) Property Acquisition and Demolition, rejecting all proposals received.

Originating Department: Fire Marshal

Degree of importance: Elective

SUMMARY / ORIGINATING CAUSE

HGAC (excluding Harris County) has developed a Method of Distribution (MOD) to distribute more than \$240,000,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to the HGAC region, which includes Galveston County jurisdictions devastated by Harvey. Friendswood was allocated \$2,762,650 for buyouts and acquisitions and \$2,691,517 for infrastructure projects.

On August 5, 2019, City Council adopted a resolution to amend Resolution R2019-01 and adopt a Citizen Participation Plan. With resolution R2019-24, Council supported the submission of acquisition and infrastructure projects to the GLO for CDBG-DR funds. These projects were for the acquisition of structures along Deepwood Drive, Acquisition of townhomes at Frenchman's Creek, Combination of lift stations 1 & 17, and a flood control project along Deepwood Drive.

On February 3, 2020 City Council adopted Resolution R2020-03 to amend Resolution R2019-24, to include the burial of the utility lines crossing Clear Creek via an elevated pipe rack and omit the combination of lift stations 1 & 17.

On June 24, 2020 contracts were signed by the City Manager for the acquisition and infrastructure project.

On June 24, 2020 RFP 2020-09 Project Management services was posted for the management of the CDBG-DR acquisition projects. On July 14, 2020 one response was received from SolveTrac, LLC.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City must meet all requirements of the GLO to receive reimbursement.

RECOMMENDATIONS

To ensure the City has met all the GLO requirements and ensure the best possible management is

acquired, we recommend rejecting the respondent to RFP 2020-09, and re-post the RFP.

ATTACHMENTS

1. RFP 2020-09 Project Management Services v2

City of Friendswood, Texas

Request for Proposals



Project Management Services
For the City of Friendswood
RFP 2020-09

SUBMIT PROPOSALS TO:

The City of Friendswood
City Secretary's Office
910 South Friendswood Drive
Friendswood, TX 77546

Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

SUBMIT NO LATER THAN:

Tuesday, July 14, 2020
2:00 PM (CDT)

MARK ENVELOPE:

RFP 2020-09

I. INVITATION

The City of Friendswood, Texas (the “City”) invites the submittals of proposals (“Proposals”) from qualified individuals or firms (“Respondent”) interested in providing acquisition and project management services relating to the impacts from Hurricane Harvey, DR-4332-056. Respondent is responsible for complying with any and all United States Housing and Urban Development (HUD), Texas General Land Office, and other local, state, and federal government agencies rules and regulations. Respondent shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP.

The selected consultant will have a demonstrated record of work experience in multiple disciplines related to this effort, including, but not limited to, the following: management of Community Development Block Grant – Disaster Recovery (CDBG-DR) program, buyout of private residences, and management of the Uniform Relocation Act (URA). Under this RFP, acquisition and project management services include, but are not limited to: landowner notification, title commitment, appraisal, negotiation, settlements, environmental services, ensure compliance with the Uniform Relocation Act (URA), and closeout. These services should be bundled and all proposals should include a breakdown of each service per each property.

II. SUBMITTAL PROCESS

Please submit one (1) marked original and three (3) paper copies, along with one (1) electronic copy on CD or flash drive by RFP opening time of 2:00 PM on Tuesday, July 14, 2020. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having authority to bind the contractor in a contract. Submittals that are limited to 25 pages (excluding resumes or sample documents) or less are preferred.

The City of Friendswood
City Secretary’s Office
910 South Friendswood Drive
Friendswood, TX 77546
Monday - Thursday: 8:00 AM to 5:30 PM
Friday: 8:00 AM to 5:00 PM

Proposals sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked: RFP 2020-09.

To enable the City to efficiently evaluate the responses, it is IMPORTANT that respondents follow the required format in preparing their responses.

Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8.5” by 11”) or, if folded to that dimension, twice letter size (11” by 17”). Each section (defined below) shall be separated by a tabbed divider. Text shall be no smaller than 10 point. Margins shall be no smaller than 1 inch. Elaborate covers, binding, dividers, etc., are not required.

III. CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Respondents shall include an outside cover and/or first page containing the following information:

Proposal for RFP 2020-09 Project Management Services

Respondent Firm or Individual Name

Submittal Date

A table of contents shall follow next, followed by tabbed dividers separating each of the successive six (6) sections:

A. Cover Letter

The first page following the divider shall be a one-page letter transmitting the response to Friendswood and stating that the proposal set forth in it remains effective for a period of sixty (60) calendar days. At least one copy of the transmittal letter shall contain the original signature in ink, by a person having authority to bind the contractor in a contract.

B. Qualifications

1. Briefly introduce your firm, providing a summary of the administration, structure, organization and staffing of your firm
2. Identify the project manager and each foreman who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc. This includes identifying any proposed subcontractors.

C. Experience

1. Discussion of Respondent's experience in working with government agencies.
2. List comparable projects for federal, state, or local governments, whether ongoing or completed, including references. Please include, at a minimum, details for each project listed in III.C.1. For each, please provide:
 - a. Project name and location
 - b. Year completed
 - c. Short description and project
 - d. Provide applicable references for each project.

D. Project Methodology

1. Provide a work plan that describes the firm's methodology, including a detailed project plan.
2. The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the city to determine compatibility of the approach to the city's overall goals.
3. Work plan shall clearly distinguish the firm's duties and responsibilities and those of the city. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

E. Pricing and Fees

1. The proposal shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
2. The proposal shall include all services (e.g. landowner notification, title commitment, appraisal, negotiation, settlements, environmental services, compliance with the Uniform Relocation Act (URA), and closeout) and should include a breakdown of each service per each property.
3. The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the city.

F. References

Include names and telephone numbers of persons whom the City can contact for references regarding the firm's past performance on similar projects.

IV. SCOPE OF WORK

The city requires the expertise of a vendor to advise and assist with evaluating, planning, management, and execution of CDBG-DR property acquisition programs. This program is funded through the CDBG-DR and may be reimbursed by various State and Federal agencies. It is anticipated that approximately 21 parcels may be purchased; the City reserves the right to purchase more or less properties.

- A. Develop, maintain, and submit all necessary documentation per grant requirements.
- B. Develop and submit all necessary grant reporting forms to the Texas General land Office (GLO).
- C. Facilitate any and all meetings throughout the project, including those with the homeowner(s) and renter(s).
- D. Manage all aspects of property titles.
- E. Manage all aspects of property closings.
- F. Manage all aspects of property appraisals and property offers.
- G. Manage all aspects of environmental services, including testing, and abatement.
- H. Determine federal benefits from Hurricane Harvey and prevent any duplication of benefits for each property and/or renter.
- I. Assist with reimbursement documentation per grant requirements.
- J. Manage audit and grant close out process.
- K. Manage all aspects of property transfers.
- L. Provide guidance to City throughout the project, as needed, including ensuring staff availability to answer questions at City Council.
- M. Determine eligibility for the CDBG-DR program, to include: ownership, child support, property taxes, and other items that may be applicable.
- N. Ensure compliance with the Uniform Relocation Act (URA). This includes negotiating with Homeowners and renters, attempting to find suitable replacement housing for the occupant, coordinating URA payments with the City, and any other actions necessary to meet URA requirements.
- O. Ensure full compliance with HUD, GLO, and 2 CFR 200 requirements.
- P. Coordinate the dissolution of the relevant Homeowners Association (HOA). This includes providing guidance to the dissolution process, coordinating with the HOA management company and board, coordination with homeowners, contracting legal services as necessary, and any other activity that may be associated with dissolving a HOA.

V. SPECIFICATIONS

A. Landowner notification:

1. Landowner contact letter, including:
 - a. Bill of Rights to all property owners, if applicable
 - b. Project details and identification of the selected appraiser, if applicable
 - c. Metes and bounds and parcel sketches
2. Landowner contact information, if available
3. Contact with renters and communication of all URA rights.

B. Title

1. Open title and obtain commitment when requested
 - a. Send metes and bounds to Title Company. The City reserves the right to disallow a vendor in the bundle and competitively procure another vendor in its place.
 - b. Receive and review title commitment
 - c. Make copies of commitments and all documents and create file system
 - d. Review ownership, Schedule B and Schedule C items
2. Forward title or limited title sheet to appraiser, once received
3. Full abstract of title in a report form and includes copies of vesting deeds, record owner, lienholders, easements, restrictions, etc.
4. Both abstracts and title policy are required. Title Policy in the form approved by Texas Department of Insurance

C. Appraisal (obtain simultaneously with Title)

1. Appraisal assignment letter to appraiser assigned by the City or assigned by the vendor, including:
 - a. Metes and bounds and parcel sketches
 - b. Project description
 - c. Galveston County Appraisal District account information, as appropriate
 - d. Any environmental studies that were completed

D. Negotiation

1. Written offer (mail certified as required under Senate Bill 18). Review the appraisal, determine applicable Duplication of Benefits (DOB) deductions to current appraised value, prepare offer letter and present offer along with appraisal, metes and bounds, parcel sketches, Right to Repurchase and Landowners Bill of Rights, if applicable
2. Negotiation, contacts and reports
 - a. Meet with property owners within several days to discuss concerns, review information supplied by owners and review the maps and schematics if necessary

- b. Prepare negotiator logs and maintain files on acquisition process and progress, document all pertinent information
 - c. Work on title curative or limited title sheet that are not acceptable to the City
- 3. Request extension letter
 - a. Extension letter received within thirty (30) day allotted time for an extension request
 - b. Submit request to the City asking for the extension to have more time for owner to gather information to present counter offer. If extension is granted, inform owner in writing they have thirty (30) days to present all information in reference to their counter.
- 4. Receive counter offer. Review contents of counter offer for correct information, prepare forms for counter offer outlining the City's offer and property owner's request
- 5. Submit counter to the City for consideration
 - a. Send packet to the City requesting review of the counter information
 - b. The City will review the information provided and approve, deny or counter the counter offer
- 6. Receive and send out counter acceptance or denial letter. Once the counter has been approved or denied by the City, prepare the appropriate letter, along with final offer letter and deliver or mail to owner
- 7. Final offer
 - a. Mail final offer letter to landowner including conveyance document(s) and Property Code 21.101 after at least thirty (30) days from receipt of certified offer letter
 - b. During fourteen (14) day period for final offer to expire, start gathering information needed to proceed to condemnation. Include copy of conveyance document(s) and Property Code 21.101 per SB 18
- 8. Upon settlement perform the following, if applicable
 - a. Perform title curative measures (for example, lender approval/consent/release, taxes paid when applicable, heirship affidavits filed if necessary)
 - b. Order Request for Payment(s) to pay all landowners, lienholders, leasehold estates or other improvement owners
 - c. Once check is received, contact landowner to schedule pickup/delivery of check and complete pre-closing inspection report
 - d. Collect Assignment for buyouts deemed substantially damaged with an active flood insurance policy for demolition reimbursements

E. Settlements

Conduct real estate closing at a local title company (Cost will include all buy Title insurance)

F. Environmental Services

- 1. Manage environmental review process in accordance with 24 CFR Part 58 and all associated laws and authorities
- 2. Ensure final disposal of hazardous or toxic waste is in a manner that complies with all local, state, and federal guidelines, ordinances, codes, and laws

G. Uniform Relocation Act (URA)

1. Ensure that all owners and renters are aware of the URA and fully understand their rights.
2. Determine eligibility for URA in regards to each property
3. Calculate eligible URA payments per resident, to include owners and or renters.
4. Calculate applicable moving incentives in relation to the URA
5. Ensure full compliance with all rules and regulations related to the URA

H. Homeowners Association (HOA) Dissolution

1. Provide direction and guidance to formally dissolve a HOA.
2. Coordinate with all relevant parties to ensure the HOA is properly and legally dissolved.
3. Contract for any necessary legal services to dissolve the HOA as required.

I. File Closeout

Deliver the project file with all documents pertinent to the acquisition as required by the City.

VI. SELECTION PROCESS

The contract shall be awarded to the responsible offeror(s) whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposal.

From a review of the proposals received, the City intends to select an individual or firm with whom it shall attempt to negotiate a contract. The City may choose to establish a shortlist of firms and interview those firms. If the City chooses to interview a firm, the firm will receive notification by mail or email of the date and time of the interview. The City may choose to award to more than one firm or individual if it is in the best interest of the City.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals.

VII. EVALUATION CRITERIA

The criteria used to evaluate the RFP will include, but not be limited to, the following (items listed below are not listed in order of importance):

- **Qualifications.** Qualifications of individual or firm in executing similar projects, qualifications related to collaborating with partners. (20 points)
- **Experience on Similar Projects** (emphasis on last 10 years). Related project experience as well as completed and ongoing projects of the firm and the individuals who would be assigned to this project. (25 points)
- **Project Methodology.** This criterion would include personnel, resources, and methodologies commonly used by the individual or firm that may be applicable to the project categories. (20 points)
- **Pricing and Fees.** (25 points)
- **References.** (10 points)

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

- A. No Gratuities – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. All Information True – Respondents represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.
- C. Interviews – If the City, as a result of the initial evaluation of the proposals, develops a “short list”, respondents will be notified in writing of their status in the selection process. Respondents who are “short-listed” may expect and anticipate in a subsequent interview which will most likely focus not only on the respondent’s program approach but also on an appraisal of the people who would be directly involved in the Project.
- D. Inquiries – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- E. Cost of Responses – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. Contract Negotiations – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations.
- G. No Obligation – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (5) reject any or all Respondents submitting responses, should it be deemed in Friendswood’s best interest; or (6) cancel the entire process.
- H. Insurance – The respondent shall have the appropriate liability insurance written by an insurer to transact insurance in the State of Texas.

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation Insurance	Not less than \$1,000,000
Employer's Liability	\$1,000,000
Commercial General Liability – Bodily Injury	\$1,000,000 per occurrence aggregate \$2,000,000
Property Damage/each occurrence	\$1,000,000
Comprehensive General Automobile	\$1,000,000 combined single limit
Professional Liability	\$1,000,000 per claim and in the aggregate

- I. Indemnification – It is further agreed that the Contractor (separately and collectively the “Indemnatee”) 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 attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this contract.

- J. Release – The Contractor assumes full responsibility for the work to be performed hereunder 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 and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the contractor’s work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

- K. Compliance with Laws – In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor’s own expense.

- L. Texas Government Code, Chapter 2252 Statement

By submission of a bid, the bidder represents that, to the extent this bid form constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for the purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the bidder, nor any wholly owned subsidiary majority-owned subsidiary, parent company or affiliate of the Bidder is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

- M. Texas Government Code, Chapter 2270 Statement

By submission of a bid, the bidder represents and verifies that, to the extent this bid form constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable federal law, including without limitation, 50 U.S.C. Section 4607, neither the bidder, nor any wholly owned subsidiary, majority -owned subsidiary, parent company or affiliate of the bidder: (1) boycotts Israel, or (ii) will boycott Israel through the term of the contract the subject of this bid, which shall begin as of the time accepted by the City and shall end as of the end of the termination of the contract the subject of this bid. The terms “boycotts Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code.

EXECUTION OF OFFER

The undersigned, in submitting this proposal and their OFFER of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

Submitted by:

(OFFICIAL FIRM name)

By:

(Original Signature) **Must be signed to be considered responsive.**

(Typed or Printed Name)

(Title)

(Date)

Remittance Address:

(City, State, Zip code)

Phone #:

()

Fax #:

()

E-Mail Address:

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

	Initials	Date acknowledged
1)	_____	_____
2)	_____	_____
3)	_____	_____

STATEMENT OF ORGANIZATION

1. Proposer

Full Name of Business:

Principal Business Address:

Principal Phone Number:

Local Business Address:

Local Business Contract:

Local Business Phone:

Local Business Fax:

Local Business E-mail:

Type of Organization:

Tax ID #:

License #:

Provide names of authorized representatives of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

- (a) _____
- (b) _____
- (c) _____
- (d) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a resident bidder of Texas as defined in HB 620.
(Company Name)

Signature _____

Print Name _____

I certify that _____ is a Nonresident bidder as defined in HB 620
(Company Name)
and our principal place of business is _____.
(City and State)

Signature _____

Print Name _____

PRICING AND FEES

Respondents: Please use form below or include equivalent pricing and fees breakdown in your submittal.

Company Name:

City of Friendswood RFP #: 2020-09

All work to be performed as described herein and comply with all requirements as part of the Project Management Services RFP
Quantity numbers provided may not represent actual quantities. Quantities are estimated for unit rate evaluation purposes only.

Unit Cost Proposal				
ITEM	DESCRIPTION	UNIT	QUANTITY	EXTENSION
Bid Item A: Landowner Notification				
A-001	Landowner Notification	Unit	21	\$ -
Bid Item B: Title Commitment				
B-001	Title Commitment	Unit	21	\$ -
Bid Item C: Appraisal				
C-001	Appraisal	Unit	21	\$ -
Bid Item D: Negotiation				
D-001	Negotiation	Unit	21	\$ -
Bid Item E: Settlements				
E-001	Settlements	Unit	21	\$ -
Bid Item F: Environmental Services				
F-001	Environmental Services	Unit	21	\$ -
Bid Item G: Uniform Relocation Act				
G-001	Uniform Relocation Act	Unit	21	\$ -
Bid Item H: Homeowners Association Dissolution				
H-001	Homeowners Association Dissolution	Unit	1	\$ -
Bid Item I: File Closeout				
I-001	File Closeout	Unit	21	\$ -
TOTAL BID				\$ -

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Firm

Agent

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

1. Availability to perform: _____

(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

2. Equipment and operational items:

(Identify by quantity and type any equipment/assets allocated to contract performance)

3. Personnel: _____

(Identify by quantity and category any personnel assigned to contract performance)

4. Other Resources: _____

(Identify any other resources to be allocated to complete contract performance)

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an “unsworn declaration”.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education

- A contract related to health and human services if:
 - The value of the contract cannot be determined at the time the contract is executed; and
 - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

ATTACHMENT A
PROCUREMENT FEDERAL REQUIREMENTS

There are no bonding requirements for this RFP. The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by the Subrecipient which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with the Subrecipient are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or City of Friendswood, all contracts made by the Subrecipient under the Federal award shall contain provisions covering the following, as applicable.

CONTENTS

1. Access to Records and Reports
2. Accessibility & Section 504
3. Byrd Anti-Lobbying Agreement
4. Civil Rights Act of 1964
5. Clean Air Act
6. Contract Work Hours and Safety Standards Act
7. Copeland "Anti-Kickback" Act
8. Cost Plus Contracting Prohibited
9. Debarment / Suspension and Voluntary Exclusion
10. Energy Efficiency
11. Equal Employment Opportunity
12. Equal Employment Opportunity for Workers with Disabilities
13. Equal Employment Opportunity for VEVRAA Protected Veterans
14. Fair Labor Standards Act
15. Flood Disaster Protection Act of 1973
16. Green Building Standards
17. Hold Harmless Agreement
18. Lead-based Paint
19. Non-collusion (The Sherman Act)
20. Non-segregated Facilities
21. Participation by Minority & Women-owned Business Enterprises
22. Potential Conflicts of Interest
23. Procurement of Recovered Materials
24. Program Fraud and False or Fraudulent Statements or Related Acts
25. Restrictions on Public Buildings and Public Works Projects Certifications
26. Restrictions on Public Buildings and Public Works Projects
27. Rights to Inventions
28. Section 109 of the Housing and Community Development Act of 1974
29. Section 3 Act of 1968
30. Termination for Cause & Convenience
31. Whistleblower Protection Act

1. ACCESS TO RECORDS AND REPORTS (2 CFR 200.336)

Contractor must provide City of Friendswood, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within the City of Friendswood or note in its submission that records will be available within the boundaries of the City of Friendswood to those representatives within twenty-four (24) hours of request by the City. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

2. ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

3. BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds \$100,000.00, the Contractor shall file with the City the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

4. CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts. For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;

- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

5. CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the City of Friendswood, State of Texas, Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

- (1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and

Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)

Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. The City of Friendswood shall report all suspected or reported violations to the Federal awarding agency.

8. COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates the Subrecipient, City of Friendswood, or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

9. DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of

Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R. Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Subrecipient reserves the right to verify any Contractor's status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify the Subrecipient in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding the Subrecipient for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings. Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

12. EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222-36)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract): Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

- a. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

13. EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures.
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - iii. Rates of pay or any other form of compensation and changes in compensation.
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - v. Leaves of absence, sick leave, or any other leave.
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
 - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - viii. Activities sponsored by the contractor including social or recreational programs.
 - ix. Any other term, condition, or privilege of employment.
- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one

where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.
- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
 - i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a

customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

- iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- n. The Contractor shall forfeit as a penalty to the City who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

14. FAIR LABOR STANDARDS ACT (29 U.S.C. Section 201 et seq.)

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

15. FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

16. GREEN BUILDING STANDARDS

At a minimum, Contractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

17. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the Subrecipient and/or The City of Friendswood from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this solicitation. Certification of such coverage must be provided to the Subrecipient upon request.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. LEAD-BASED PAINT (24 CFR 570.608)

Contractor must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

19. NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Contractor or potential Contractor to the amount of this Contract or the terms or conditions of this Contract.
- b. Pay or agree to pay any other person, firm, corporation Contractor or potential Contractor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Contract or the Bid of any other Bidder.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

20. NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.
- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

21. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES) to assure that MWBES are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

22. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the City to disclose any gifts valued in excess of \$100 given to any City Official or the City Official's family member, or employment of any City Official or the City Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Friendswood City Secretary's Office. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a response for services on a Subrecipient project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited response, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the Subrecipient or City of Friendswood.

23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 3801 et seq.)

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

25. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

- a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Buildings and Public Works Projects." (Set out under "Contract Clauses" below.)

- b. Certification. Except as provided in paragraph (C) of this provision, Contractor certifies that it:
 - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
 - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
 - iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- c. Inability to certify. A Contractor unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.
- e. Notice. Contractor shall provide written notice to the Contracting Officer if, at any time before the contract award, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Contractor (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

26. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
 - i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
 - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
 - iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
 - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
 - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a

product, the Subrecipient will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
- d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

27. RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))

Any discovery or invention that arises during the course of the contract shall be reported to the Subrecipient. This clause requires the Contractor to disclose promptly inventions to the City (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

28. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

29. SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

For any HUD-funded contract with a value in excess of \$100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires);
- 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

30. TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. The Subrecipient shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, the Subrecipient may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default. Such termination is in addition to and not in lieu of any other remedies that the Subrecipient may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. The Subrecipient may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. The Subrecipient and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the City or the State of Texas of the right to seek redress in a court of law.

31. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

ATTACHMENT B
EMPLOYMENT DATA REPORT

The contractor will be required to report their firm's employment data on a quarterly basis. The report format must meet all HUD and GLO requirements.

ATTACHMENT C
EQUAL EMPLOYMENT OPPORTUNITY (EEO) IS THE LAW POSTER

Equal Employment Opportunity is
THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

La igualdad de oportunidades de empleo es **LA LEY**

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una carga por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

ATTACHMENT D
WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110

If this contract opportunity is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

- (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Revised 4/02

ATTACHMENT E
CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Contractor] certifies, to the best of his or her knowledge that _____, Contractor company or legal entity understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed herein, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Contractor must initial by each regulatory requirement and sign below.**

- _____ 1. **ACCESS TO RECORDS & RECORD RETENTION** – Contractor agrees to comply with 2 CFR 200.336 and provide the City of Friendswood, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Contractor(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Contractor shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.
- _____ 2. **ACCESSIBILITY** – Contractor agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).
- _____ 3. **BYRD ANTI-LOBBYING AGREEMENT** – Contractor submissions exceeding \$100,000 agree to comply with CFR 200 APPENDIX II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment F, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.
- _____ 4. **CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)** – Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.
- _____ 5. **CLEAR AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT** – If at any time during the contract term funding to contract exceeds \$150,000, Contractor agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractor agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR. For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT** – Contractor agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
7. **COPELAND “ANTI-KICKBACK” ACT** – Contractor agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
8. **COST PLUS CONTRACTING PROHIBITED** – Contractor agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Contractor agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.
9. **DEBARMENT AND SUSPENSION** – Contractor affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.
10. **ENERGY EFFICIENCY** – Contractor agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. **EQUAL EMPLOYMENT OPPORTUNITY** – Contractor agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). Contractor agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
12. **EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES** – Contractor agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Contractor agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

13. EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS – Contractor agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Contractor agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices.

Contractor shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

14. FAIR LABOR STANDARDS ACT – Contractor agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Contractor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

15. FLOOD DISASTER PROTECTION ACT OF 1973 – Contractor agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

16. GREEN BUILDING – Contractor agrees to comply with local codes and national building codes for any work involving rehabilitation or construction, including design. When contract is funded, in whole or in part, by HUD funding, Contractor agrees to comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor agrees to comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

17. HOLD HARMLESS AGREEMENT – Contractor agrees to indemnify, defend, and hold harmless the City of Friendswood and the Subrecipient from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Contractor shall procure and maintain, with respect to the subject matter of this solicitation, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work

performed under terms of this solicitation. Certification of such coverage must be provided to the City upon request.

18. **LEAD-BASED PAINT** – Contractor agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.
19. **NON-COLLUSION** – Contractor agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Contractor or potential Contractor to the amount of this contract or the terms or conditions of this contract; Paid or agreed to pay any other person, firm, corporation, Contractor, or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Contractor or the Bid of any other Bidder; or Assembled in coordination with any other organization in an attempt to fix the price of the work.
20. **NON-SEGREGATED FACILITIES** – Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
21. **PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES** – Contractor agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the City are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).
22. **POTENTIAL CONFLICT OF INTEREST** – In accordance with 2 CFR 200.112, Contractor agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Contractor agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date Contractor becomes aware of facts that require the statement to be filed.
23. **PROCUREMENT OF RECOVERED MATERIALS** – Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunities are subject to the requirements of Section 6002.
24. **PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS** – Contractor agrees to comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.
25. **RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS** – Contractor certifies that it:
- Is not a Contractor of a foreign country included on the USTR list.
 - Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
 - Will not provide any product of a foreign country included on the USTR list.
26. **RIGHTS TO INVENTIONS** – Contractor agrees to disclose promptly any discovery or invention that arises during the course of the contract.

_____ **27. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974** – Contractor agrees to comply with the provisions of 24 CFR 570.602 of which no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Contractor agrees to comply with Section 109 that directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

_____ **28. SECTION 3 ACT OF 1968** – Contractor agrees to comply with the provisions of 12 U.S.C. 1701u and 24 CFR 135. For any HUD-funded contract with an anticipated value in excess of \$100,000, the contract shall be considered a covered transaction for purposes of compliance with the Section 3 Act of 1968. Contractor must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

If requested by City of Friendswood and/or the Subrecipient, Contractor agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

**ATTACHMENT F
CERTIFICATION REGARDING LOBBYING**

(Required for each Contract exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee ☐ Tier If Known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> 		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure		Signature _____ Print Name _____ Title _____ Telephone No. _____ Date: _____
Federal Use Only		Authorized _____ for _____ Local _____ Standard Form – LLL (Rev. 7-97) Reproduction

ATTACHMENT G
SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause, 24 CFR 135.38):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**ATTACHMENT H
CITY OF FRIENDSWOOD
UTILIZATION PLAN & STATEMENT OF COMPLIANCE**

CONTRACTOR INFORMATION					
Business Name		Prime	Sub	Certified Section 3 Business Concern	☐ Yes ☐ No
		☐	☐		
Business Address				Business Email	
Project Title / Project #				Contract Amount	\$

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to both contractors and subcontractors.

Section 3 is triggered when HUD-funded construction and rehabilitation projects in excess of \$100,000 create the need for new employment, subcontracting, or training opportunities. If a prime contractor anticipates using subcontractors, each subcontractor with an anticipated contract value in excess of \$100,000 is also required to submit a separate Section 3 Utilization Plan & Statement of Compliance. If contract will not exceed \$100,000 or does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered, and this form is not required.

A. Section 3 Hiring

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that contractors and subcontractors commit to employ Section 3 Residents¹ as 30% of the aggregate number of full-time new hires.

B. Section 3 Subcontracting

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns² as follows:

- Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
- Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

☐ I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

☐ I do not anticipate subcontracting any portion of the work on this contract.

IF CONTRACTOR DOES NOT ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, BOTH BOXES MUST BE CHECKED ABOVE AND CONTRACTOR SHOULD SKIP TO PART VIII: STATEMENT OF COMPLIANCE ON THE FINAL PAGE

IF CONTRACTOR OR SUBCONTRACTOR DOES ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to make additional hires to complete the contract must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. Contractors and subcontractors are required to fill out this section in its entirety and must list all anticipated employment positions for this contract.

If awarded a contract, contractor is required to provide an updated listing of its workforce for the project, which shall be subject to approval by City of Friendswood. Any changes to that workforce during the contract will constitute new hires. Contractor is hereby

¹ A "Section 3 resident" is a public housing resident or individual who resides in Galveston County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

² A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident; 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.

informed that it must notify City of Friendswood of any new hire opportunities that arise during the life of the contract. NOTE: If hiring is anticipated and this section is not completed, contractor may be deemed non-compliant.

HIRING PLAN				
Column 1	Column 2	Column 3	Column 4	Column 5
Job Titles	Total # of Employees Needed for each Job Title	Total # of Employees Currently Employed at each Job Title	Total # of New Hires Needed for each Job Title	Total # of New Hires Expected to be Section 3 Residents
List <u>all</u> Job Titles that are needed to complete the entire scope of work under the contract.	List how many employees are needed for the contract under each Job Title.	List how many employees are <u>currently</u> employed under each Job Title who are anticipated to work on the contract.	List how many of these positions are currently <u>open</u> and will need to be filled under the contract.	List the number of Section 3 hires you will commit to for each position.
Example: Laborer	8	5	3	1

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	

PART IV: SUBCONTRACTING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to subcontract any aspect of the contract must comply with Section 3 subcontracting requirements. Contractors and subcontractors must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. Contractors and subcontractors must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

If the contractor completing this form, or any of its subcontractors, qualifies as a Section 3 Business Concern, the associated **Section 3 Business Concern Self-Certification** form must be completed and attached to this Plan for each contractor and/or subcontractor.

NOTE: If subcontracting is anticipated and this section is not completed, contractor's submission may be deemed non-compliant.

SUBCONTRACTING PLAN				
Subcontractor Name	Work to be performed (Building trade or Other)	Section 3 Business?	Contract Amount	% of Total Contract
		☐ Yes ☐ No		
		☐ Yes ☐ No		

		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	\$
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	%

PART V. CONTRACTOR RESPONSIBILITIES

Contractors, and subcontractors when applicable, must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the “typical” procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

A. Efforts “To the Greatest Extent Feasible”

Contractors and subcontractors will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the contractor and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging subcontractors for a project, making efforts to contract with Section 3 Business Concerns.

Contractors who have been found to have completed the hiring process or who have engaged subcontractors without adhering to the necessary Section 3 regulations, or without notifying City of Friendswood, may be found in default of their contract and subject to penalties.

B. Changes

If contractors’ or subcontractors’ hiring or subcontracting needs change, or if the scope of work changes at any point during the contract, the City of Friendswood compliance monitor must be notified. Any changes to the Section 3 Utilization Plan must be approved by City of Friendswood via an amended Section 3 Utilization Plan, when applicable.

C. Documentation & Reports

Contractors and subcontractors are responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. Contractors and subcontractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. Contractors must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for seven (7) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this contract. Contractor must, upon request, provide such records to the City of Friendswood, its staff, or its designees.

Contractors and subcontractors must submit reports on its Section 3 compliance status and its efforts regarding Section 3 implementation using the City of Friendswood prescribed processes, reporting methods, and form(s). Reports may require information on contractor's actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. Contractor must provide reports in the frequency required by the City of Friendswood.

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event contractor, or subcontractor when applicable, is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, contractor may propose "Other Economic Opportunities". These opportunities may be exercised only with prior City of Friendswood approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

Contractors proposing Other Economic Opportunities must submit a detailed written narrative to City of Friendswood for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by the City of Friendswood.

Other Economic Opportunities are subject to verification and approval by City of Friendswood. Contractors interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by contractors or subcontractors to comply with the requirements of Section 3 and the City of Friendswood's Section 3 Policy. Once the Section 3 requirement has been triggered, contractors and subcontractors are required to comply with hiring and/or subcontracting efforts from award through contract conclusion. Contractors and subcontractors must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by the City of Friendswood, or must demonstrate why compliance is infeasible.

The City of Friendswood may, at its discretion, execute the following remedies for noncompliance:

1. Based on the first observation or report of noncompliance with Section 3, the contractor or subcontractor will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.
2. The contractor or subcontractor shall have up to 30 days, at the City's discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by the City of Friendswood, on why it is unable to comply.
3. Should the Contractor fail to achieve compliance or provide sufficient justification within the required timeframe, the City of Friendswood may elect to terminate the contract.
4. Continuing failure or refusal by the contractor or subcontractor to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.
5. Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the City of Friendswood Section 3 Policy.

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance

with the contract. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in City of Friendswood and/or HUD implementing appropriate sanctions including termination of this contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under this contract shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a contractor for the City of Friendswood.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

NAME OF NOTARY (PRINT OR TYPE)

STATE OF: _____ COUNTY OF: _____ ON THIS _____ DAY
OF _____ 20____ BEFORE ME APPEARED _____ TO ME PERSONALLY KNOWN WHO, BEING
DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE
PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: _____ {SEAL}

COMMISSION EXPIRES: _____

ATTACHMENT I
GLO COMPLIANCE PACKAGE
GLO INFORMATION SECURITY APPENDIX

1. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

1. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. City of Friendswood shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. City of Friendswood shall ensure that the requirements stated herein are imposed on any subcontractor of Contractor’s subcontractor(s).
- e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.
- f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of City of Friendswood. Contractor agrees to maintain and, upon request, provide documentation of training completion.
- g. Any PII or SPI maintained or stored by Contractor or any contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

2. Data Ownership

- a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by City of Friendswood or the GLO.
- b. Upon termination of the Contract, Contractor shall promptly return to City of Friendswood and/or the GLO all City of Friendswood-owned or GLO-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of City of Friendswood-owned or GLO-owned data. If such return is infeasible, as mutually determined by City of Friendswood and the GLO and Contractor, the obligations set forth in this Appendix, with respect to City of Friendswood-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of City of Friendswood-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, City of Friendswood or the GLO may direct Contractor to destroy any City of Friendswood-owned or GLO-owned data in Contractor’s possession. Any such destruction shall be verified by Contractor and City of Friendswood and/or the GLO.

3. Data Mining

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by City of Friendswood in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

4. Breach of Security

- a. Contractor agrees to provide City of Friendswood and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.
- b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify City of Friendswood as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to City of Friendswood with root cause analysis including a log detailing the data affected.
- c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.
- d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

5. Right to Audit

- a. Upon the City of Friendswood's request and to confirm Contractor's compliance with this Appendix, Contractor grants City of Friendswood, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a City of Friendswood or GLO-conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon City of Friendswood or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning the City of Friendswood and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by City of Friendswood or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

GLO CONTRACTOR CERTIFICATION



GLO Contractor Certification	
Subrecipient: City of Friendswood	Contract Number:
Contractor Name:	
Contractor Address:	Phone:

1. I understand that I am responding to a contract opportunity funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.
2. I understand that all work must be completed in accordance with federal requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:
 - International Residential Code (IRC) – new construction and reconstruction;
 - Housing Quality Standards (HQS) – for rehabilitated properties;
 - All local building codes, standards, and specifications; and
 - All standards and requirements defined by the Texas General Land Office (GLO), the City of Friendswood, the City of Friendswood Engineering Department, and the City of Friendswood Community Development Department.
3. I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.

Print Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

Date

GLO CERTIFICATION OF CONTRACTOR REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

U.S. Department of Housing and Urban Development	
INSTRUCTIONS	
CERTIFICATION OF CONTRACTOR REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF CONTRACTOR (include ZIP Code)	
CERTIFICATION BY CONTRACTOR	
Contractor has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. ☐ Yes ☐ No	
The undersigned hereby certifies that: ☐ The <u>Section 3 Clause</u> is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the solicitation proceedings (if contract equals or exceeds \$100,000). ☐ The <u>Non-Segregated Facilities</u> clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964. ☐ The <u>Equal Employment Opportunity</u> clause is included in the Solicitation (if contract equals or exceeds \$10,000). ☐ The <u>Equal Employment Opportunity for Workers With Disabilities</u> clause is included in the Solicitation.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? ☐ Yes ☐ No	
NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/21/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding action on the proposed Ad Valorem Tax Rate for 2020, (Fiscal Year October 1, 2020, through September 30, 2021), to place a proposal to adopt a rate on the September 14, 2020, City Council agenda, and to schedule any required public hearing.

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

Upon receipt of certified property values from Galveston and Harris County, staff will present the results during a work session with Council at the August 3rd meeting. There are legal posting and publication requirements based on Council's decision regarding the ad valorem tax rate.

If Council proposes a tax rate that is greater than the no new revenue tax rate (formerly, the effective tax rate) or the voter approval tax rate (formerly, the rollback rate), whichever is lower, we will have additional publication and hearing requirements. As delineated on the attached schedule, to meet an adoption date of September 14, 2020, we would need to have a public hearing on September 14. Council would need to approve this meeting date, take the record vote on the proposed tax rate and announce the meeting at which the tax rate would be adopted during the August 3rd Council meeting.

The tax rate would be adopted during the public hearing on September 14th or during the Council meeting on September 14th.

If the proposed tax rate is the no new revenue tax rate or less, no additional hearing or publication would be required.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

N/A

RECOMMENDATIONS

N/A

ATTACHMENTS

1. Budget & Tax Rate Adoption Calendar

Budget & Tax Rate Adoptions Calendar

Tax Rate	Budget	Activity	Responsible Party
	July 24	Deliver Proposed Transmittal Letter & Budget in Brief to City Manager for review	City Manager
	July 24	Final Draft of Proposed Transmittal Letter & Budget in Brief due from City Manager to Budget Office	City Manager
	July 25	Receive certified property values from Galveston Central Appraisal District (GCAD and HCAD)	GCAD and HCAD
	July 31	Deliver Proposed Budget to City Council & City Secretary (due date per City Charter is August 1st)	City Mgr & Admin Services
August 3		City Website Posting of No New Revenue & Voter Approval Tax Rates	Admin Services & PIO & Social Media Specialist
	August 3	Proposed Budget work session with City Council	City Council, City Mgr and Budget Team
August 3		Council action to propose tax rate	City Council
August 5		PUBLICATION - Notice of Public Hearing on Proposed Tax Rate in Friendswood Reporter News	GCTO, Admin Services and City Secretary's Office
August 5		Internet and PEG Channel Notice of Public Hearing on Tax Rate (run continuously August 5 th - September 14 th)	Admin Services & PIO & Social Media Specialist
	August 10, 17, 24	If needed, Monday dates available to have additional budget work sessions	City Council, City Mgr, and Budget Team
	August 19	Publication of Public Hearing on Proposed Budget in Friendswood Reporter News	Admin Services and City Secretary's Office
	August 27	72 hour notice of Public Hearing on Budget (Open Meetings Notice)	Admin Services and City Secretary's Office
	August 31	SPECIAL COUNCIL MEETING PUBLIC HEARING ON PROPOSED BUDGET Council action to postpone vote on budget to 9/14/2020	Admin Services, City Mgr and City Council
September 10		72 hour notice of Public Hearing on Proposed Tax Rate (Open Meetings Notice)	Admin Services and City Secretary's Office
	September 10	72 hour notice of Council Meeting to adopt Budget (Open Meetings Notice)	Admin Services and City Secretary's Office
	September 14	First & Final reading of ordinances adopting budget (Vote to adopt budget AND ratification vote to adopt budget raising total property taxes)	City Council
September 14		PUBLIC HEARING ON PROPOSED TAX RATE First & Final reading of ordinances adopting Tax Rate	Admin Services, City Mgr and City Council

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding the approval of an Economic Development Agreement with TBH Holding Group, LLC.

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Texas Behavioral Health (TBH Holding Group, LLC) purchased the former Reach Church property in 2019 located at 104 Whispering Pines.

TBH plans to construct a new 10,400 square foot building in front of their existing building with an estimated value of \$1.289 million.

TBH will occupy 2,600 square feet for administrative offices in the new building and lease the remaining space.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The new commercial building may spur development nearby as well as provide new workers and consumers to the downtown district.

Estimated new City property tax revenue is \$6,721. There will be additional property tax, business personal property tax, and possible sales tax revenue from the new development.

RECOMMENDATIONS

The Economic Development Agreement is structured to reimburse the developer a total of \$13,000 to be paid after TBH receives their certificate of occupancy for the new commercial building, and after tenant occupancies have been issued to TBH and other business tenants occupying fifty percent (50%) of leaseable space in the new building.

ATTACHMENTS

1. EDAgreementProject2020-1
2. Exhibit A_Deed

3. Exhibit B_Application
4. MemoProject 2020-1
5. Project2020-1
6. Economic Incentive Program

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the 3rd of August, 2020, by and between the City of Friendswood, a home-rule municipality situated in Galveston and Harris Counties, Texas (“City”), and **TBH Holding Group, LLC** (“Developer”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, Developer proposes to enter into an agreement to construct a commercial building consisting of 10,400 square feet at 104 Whispering Pines Avenue, (the “Project Facility”) on 1.6507 acres of land, situated in the Sarah McKissick League, Abstract Number 151, being out of and a part of Lot 4, Block 11, Friendswood Subdivision, Galveston County, Texas, and which location is more particularly described and depicted in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, Developer proposes to erect a new commercial building consisting of 10,400 square feet, the total estimated cost of which is \$1,289,000; and

WHEREAS, upon completion of such construction, business tenants that are identified on the City’s Target Market List propose to locate to the city and occupy the Project Facility; and

WHEREAS, Developer has applied to City for a business incentive grant to help defray a portion of the costs of construction referred to above, a copy of which application (the “Application”) is attached hereto and made a part hereof as **Exhibit B**; and

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

WHEREAS, in accordance with such enabling laws, City has adopted a “Chapter 380 Economic Development Program” (the “Program”); and

WHEREAS, City hereby finds and determines that Developer’s proposed Project, together with the proposed Project Facility, as set forth in the Application, meets the minimum eligibility requirements for an economic incentive grant pursuant to the Program; and

WHEREAS, City hereby finds and determines that the Project encourages new private investment and employment, and the commercial project can be reasonably anticipated to act as a catalyst for further economic development in the City; and

WHEREAS, City desires to provide an economic development incentive grant to induce Developer to proceed with the implementation of the Project; now therefore,

FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements herein, the Parties agree as follows:

I. Inducement by City.

City commits that it will provide an economic incentive grant (“Grant”) to the Developer in accordance with the terms contained herein. City will provide, in the form of a reimbursement to Developer, an economic incentive grant (“Grant”) in an amount not to exceed Thirteen Thousand and No/100 Dollars (\$13,000.00), payable within forty-five (45) days following issuance of required certificates of occupancy of: (1) the completed Project Facility; and (2) business tenant occupancies of fifty percent of the Project Facility.

These Grant funds will be used toward reimbursement to Developer for costs including but not limited to building improvements, utility line extensions, drainage improvements, water and sewer impact fees, or fees relating to or required for the connection of the Project Facility to City public infrastructure.

II. Performance by Developer.

Improvements to Project Facility. Developer shall provide for the new construction of the Project Facility as set forth in the Application. Construction shall commence within 120 days following the date hereof, and shall be substantially complete within three-hundred sixty-five (365) days hereof. The value of improvements to the Project Facility shall be as determined by the Galveston County Central Appraisal District as of January 1, 2021.

III. Recapture for Default. Grant funds provided hereunder by City shall be contingent on compliance with the provisions of Section II above. In the event of default on any of such requirements, and failure to completely cure any such default within thirty (30) days following written notice thereof by City to Developer, Developer shall refund to City the full amount of Grant funds provided hereunder.

Any required refund payment shall be remitted to City within thirty (30) days following the expiration of the cure period set forth above, and any delinquent payment shall bear interest at the maximum rate allowed by law.

IV. Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue for any action arising out of this Agreement shall be in Galveston County, Texas.

V. Notices. Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following addresses or such future addresses as may be designated in writing:

If to Developer:

TBH Holding Group, LLC.
104 Whispering Pines Avenue
Friendswood, Texas 77546

If to City:

City Manager
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

Notice shall be deemed received upon actual receipt or upon refusal of receipt.

VI. Assignment and Succession. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties. All rights hereunder may be assigned by Developer without restriction to any wholly owned subsidiary or affiliate of Developer or other entity controlled by Developer or by a subsidiary or affiliate of Developer, provided that notice of each assignment shall be given in writing to City, but no other assignment shall be effective without the City's written approval and consent. Provided further, no assignment hereunder shall be effective without the written acknowledgment and acceptance by the assignee of the duties and obligations of Developer set forth in this Agreement. Such approval shall not be unreasonably withheld.

VII. Time of Essence. Time is of the essence of this Agreement. However, in the event the date specified or computed under this Agreement for the performance of an obligation

by any party, or for the occurrence of any event provided herein, shall be a Saturday, Sunday or “legal holiday” (defined for purposes hereof as any holiday observed by the County), then the date of such performance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or legal holiday.

VIII. Modification/Entire Agreement Expressed. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by the Parties. This Agreement constitutes the entire agreement between the parties. No party shall be bound by any term, conditions, statement, or representations, oral or written, not herein contained.

IX. Severability. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

X. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraph contained herein.

XI. Operations. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business in the Project Facility. The City and Developer acknowledge and agree that Developer may, at its sole discretion and at any time cease the operation of its business in the Project Facility, and City hereby waives any legal action for damages or for equitable relief which might be available because of such cessation of business activity by Developer except for the recapture of Grant funds as specifically set forth in this Agreement. Provided, however, if Developer fails to construct the improvements to the Project Facility as set forth herein, Developer agrees to reimburse City for all costs expended by City or for which it is legally obligated to expend, as a result of its performance of this Agreement. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or other entity between City and Developer, with regard to the Project, and City shall have no right hereunder to control the operation of Developer or the Project. Provided,

however, nothing contained herein shall be construed as waiving or limiting the power and authority of City to exercise its police powers, or exempt Developer from complying with lawfully adopted rules, regulations, ordinances, or laws of the State of Texas or City.

XII. Agreement Product of Negotiation. The Parties agree that this Agreement is the product of negotiation, that each Party has been represented by counsel of their own choosing, that each has freely entered into this Agreement after consulting with their counsel, and that this Agreement contains the terms and conditions requested and required by each. This Agreement shall be construed as having been drafted by all Parties and no term or provision shall be construed either in favor of or against a party on the basis that a party did or did not author this Agreement.

IN WITNESS WHEREOF, and as authorized respectively by the City Council of the City of Friendswood and **TBH Holding Group, LLC**, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

City of Friendswood, Texas

Melinda Welsh, City Secretary

By: _____
Michael J. Foreman, Mayor

ATTEST:

TBH Holding Group, LLC

(Name and title)

By: _____
(Name and title)

QUIT CLAIM DEED WITH RETENTION OF ALL EASEMENTS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

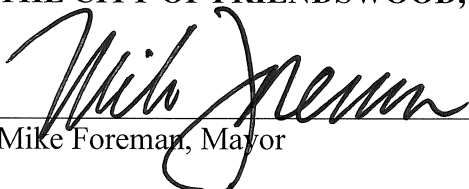
That the **CITY OF FRIENDSWOOD, TEXAS**, a municipal corporation ("Grantor"), existing by and under the laws of the State of Texas, acting by and through its duly elected Mayor, for cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents **RELEASE AND FOREVER QUIT CLAIM** all of Grantor's right, title and interest unto **TBH Holding Group, LLC**, ("Grantee"), the following "Property":

A tract or parcel containing 0.037 acre (1,592 square feet) of land out of Lot 4, Block 11, Friendswood Subdivision, Sarah McKissick League, Abstract No. 151, City of Friendswood, Galveston County, Texas, being more particularly described by metes and bounds in the attached **Exhibit "A"** and by a survey in the attached **Exhibit "B"**, which are incorporated herein for all purposes.

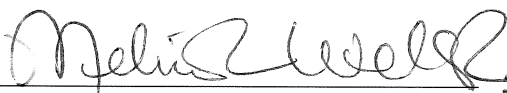
For the consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold to Grantee, provided, however, said quitclaim is **subject to retention of all easements**, whether apparent or non-apparent, aerial, surface, underground or otherwise extending to or encompassing all of the above-described Property. Said conveyance of the Property is subject to all present zoning and deed restrictions, if the latter exist.

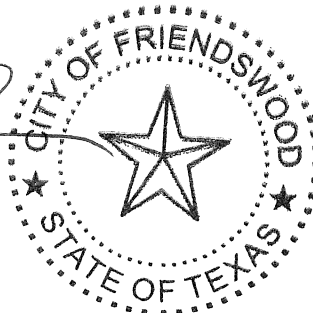
EXECUTED this 4th day of March, 2020.

THE CITY OF FRIENDSWOOD, TEXAS


Mike Foreman, Mayor

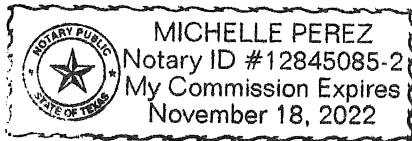
ATTEST:


Melinda Welsh, TRMC
City Secretary



STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on March 4, 2020 by
Mike Foreman, as Mayor for the City of Friendswood, Texas, a Texas municipal
corporation, on behalf of said corporation.



Michelle Perez
Notary Public, State of Texas

After Recording, Return to:

TBH Holdings, LLC
104 Whispering Pines
Friendswood, Texas 77546



METES AND BOUNDS DESCRIPTION
0.037 ACRE (1,592 SQUARE FEET)
OUT OF LOT 4, BLOCK 11, FRIENDSWOOD SUBDIVISION
SARAH MCKISSICK LEAGUE, ABSTRACT NO. 151
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS

Being a tract or parcel containing 0.037 acre (1,592 square feet) of land situated in the Sarah McKissick League, Abstract Number 151, Galveston County, Texas; being out of and a part of Lot 4, Block 11, FRIENDSWOOD SUBDIVISION, a subdivision plat of record in Volume 7, Page 20 of the Galveston County Map Records (G.C.M.R.), Galveston County, Texas; said 0.037 acre tract being more particularly described as follows (bearings are oriented to the bearing base reflected by deeds recorded under G.C.C.F. No(s). 8449888 and 2018028586):

COMMENCING at a 3/4-inch iron pipe found on the northwesterly right-of-way (R.O.W.) line of Whispering Pines (60 feet wide); said iron pipe for the most easterly corner of a called 1.6507 acre tract of land conveyed to TBH Holding Group, LLC, as described by deed recorded under G.C.C.F. No. 2019012992; said iron pipe also for the most southerly corner of a called 1.477 acre tract of land conveyed to Kenton D. Harris and wife, Karolena Boyle Harris as described by deed recorded under G.C.C.F. No. 8449888;

THENCE, North 44°47'33" West, departing said northwesterly R.O.W. line and along the common line of said 1.6507 acre tract and said 1.477 acre tract, a distance of 20.00 feet to an angle point;

THENCE, South 44°49'00" West, over and across said 1.6507 acre tract, a distance of 195.37 feet to the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 45°00'00" West, a distance of 53.71 feet to the northeasterly line of a called 0.1975 acre tract of land conveyed to TBH Holding Group, LLC and for the most southerly corner of the herein described tract;

THENCE, North 45°00'00" West, along said northeasterly line, a distance of 100.92 feet to the most westerly corner of the herein described tract and a point of curvature for a curve to the left;



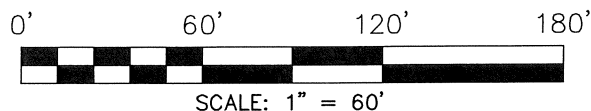
METES AND BOUNDS DESCRIPTION
0.037 ACRE (1,592 SQ. FT.)
PAGE 2 OF 2

THENCE, Southeasterly, an arc distance of 119.02 feet along said curve to the left, having a radius of 119.62 feet, a central angle of $57^{\circ}00'37''$, and a chord which bears South $73^{\circ}03'45''$ East, 114.17 feet to the POINT OF BEGINNING and containing 0.037 acre (1,592 square feet) of land. Boundary One Project Number 6767-0507.

Compiled by: Christian V. Offenburger, R.P.L.S.
Checked by: Thomas Offenburger
Boundary One Surveyors, L.L.C.
150 W. Shadowbend, Suite 303
Friendswood, TX 77546
(281) 648-3131
March 2, 2020

Mb0037.docx



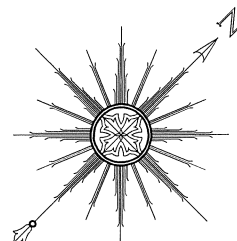


CURVE TABLE:

CURVE	RADIUS	DELTA	ARC	CHD BRG	CHORD
C1	119.62'	57°00'37"	119.02'	S 73°03'45" E	114.17'

LINE TABLE:

LINE	BEARING	DIST
L1	S 44°49'00" W	53.71'
L2	N 45°00'00" W	100.92'

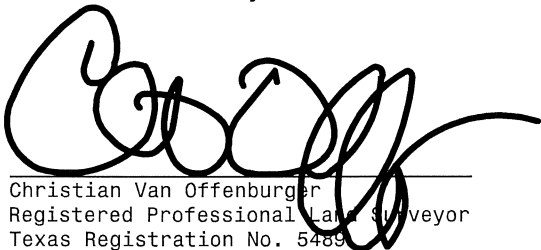


NOTES:

- 1.) This survey was performed without benefit of a title commitment. Easements and restrictions may exist which are not shown hereon; no additional research regarding the existence of easements or restrictions of record has been performed by Boundary One, L.L.C.
- 2.) Bearings are oriented to the bearing base reflected by deeds recorded under G.C.C.F. No(s). 8449888 and 2018028586.
- 3.) There exists a second part to this survey, being a Metes and Bounds description for the subject tract.

To: TBH Holding Group, LLC;

I hereby certify that this plat correctly represents a survey made on the ground under my supervision on March 2, 2020 and that said survey substantially complies with the current Texas Society of Professional Surveyors Standards for Land Surveys for a Category 1B, Condition II Standard Land Survey.


 Christian Van Offenburger
 Registered Professional Land Surveyor
 Texas Registration No. 5489



ABBREVIATIONS:

(CM)	CONTROL MONUMENT
FND	FOUND
G.C.C.F.	GALVESTON COUNTY CLERK'S FILE
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
G.C.M.R.	GALVESTON COUNTY MAP RECORDS
IP	IRON PIPE
IR	IRON ROD
P.L.	PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SAN MH	SANITARY MANHOLE
"SET"	SET 5/8" IR W/CAP
STM MH	STORM MANHOLE
S/W	SIDEWALK
U.E.	UTILITY EASEMENT

**A STANDARD LAND SURVEY OF
 0.037 ACRE OF LAND OUT OF
 LOT 4, BLOCK 11, FRIENDSWOOD SUBDIVISION
 VOL. 7, PG. 20 G.C.M.R.
 SARAH MCKISSICK LEAGUE, A-151
 CITY OF FRIENDSWOOD
 GALVESTON COUNTY, TEXAS**

boundary one
 professional surveyors
T.B.P.E.L.S. Firm No. 10084800
 150 W. Shadowbend Ave., Suite 304 Friendswood, TX 77546
 Office (281) 648-3131 / www.boundaryone.com

SURVEYED FOR:
 TBH HOLDING GROUP, LLC
 SMILE BATHLA, CPA
 104 WHISPERING PINES AVE.
 FRIENDSWOOD, TX 77546
 (409) 454-9422

DRAWN BY: ATS/CW	DATE: 3-02-2020	PROJECT NO: 6767-0507
APPROVED BY: CVO	SCALE: 1" = 60'	SHEET 2 OF 2

FILED AND RECORDED

Instrument Number: 2020013933

Recording Fee: 46.00

Number Of Pages:7

Filing and Recording Date: 03/09/2020 2:31PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink that reads "Dwight D. Sullivan". The signature is written in a cursive style with a horizontal line underneath it.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

Attachment B

INCENTIVE WORKSHEET PROJECTS OFFICE OF ECONOMIC DEVELOPMENT USE THIS SECTION

Date 04/02/2020 Project Name Given TBH Holding Group, LLC

PROJECT CONTACT

Name Smile Bathla Company TBH Holding Group, LLC
Address 104 Whispering Pines Ave Phone (409) 454-9422
Friendswood, TX 77546 Fax ()
E-Mail smile@consultcoastal.com
Mobil _____

GENERAL PROJECT DATA

Company Name TBH Holding Group, LLC Web Address _____
Location _____
Address 106 Whispering Pines Ave New Construction Y N
Expansion Y N
Type of Business Circle One: Corporation Partnership Renovation to
LLC Proprietorship Other Existing Building Y N
Real Property _____ If Relocation list
Legal Descrip _____ current location: _____
County Galveston Anticipated Open Date December 2020
Tax Acct #s 83-2951205
Primary Type of _____
Product or Service Leasable Retail/Medical Use Building NAICS _____

Circle One: R&D Hqtrs. Wholesale
Basic Industry Office Retail Other

SALES AND INVENTORY

N/A

	Estimated Annual Sales by Facility	Percent Subject to Local Sales Tax	Estimated Annual Purchases of Operating items Subject to Local Sales Tax		Inventory
Year 1	\$	%	\$		
At Full Operation	\$ (year)	%	\$		
Estimated Annual Growth (percent)	%		%	%	%

FACILITY AND CONSTRUCTION INVESTMENT

Estimated construction start date	June-July 2020	Amount	Percent Subject to Local Sales Tax
Estimated Construction Material Purchases:		\$ N/A	%
Estimated New Furniture and Equipment Purchases:		\$	%
Est. \$ of Operating Purchases from Local Service Firms		N/A	N/A

Value of Property before Improvements

Anticipated Size of Facility	(Square Feet)	Land	Real Property	Business Personal Property
Year 1	10,400	\$ 900,000	\$	\$
Year 2				
Year 5				

Investment in Improvements and Bus. Personal Property

Lease Terms		Land	Real Property	Business Personal Property
Amount	\$ TBD	\$	\$	\$
Lease Dates	TBD			

UTILITY IMPACT N/A

	Water	Sewer
Average monthly usage by the facility:	Gal	Gal
Investment needed for the new facility:	\$	\$

EMPLOYMENT CHARACTERISTICS N/A

Total Number of Employees	Type Employee	By Percentage	Average Salary
Year 1	Executive	%	\$
At Full Operation	Professional	%	\$
Percent Annual Growth	Administrative	%	\$
	Technical	%	\$
	Skilled Trades	%	\$
	Semi-Skilled		
	Trades	%	\$
	Unskilled Trades	%	\$
Total Facility Payroll	\$		
Number of Jobs Retained/Created in Friendswood			

TOURISM	Number of Annual Visitors:	
	Average Duration of Stay:	

OUTLINE FOR IMPACT STATEMENT OF BUSINESS

I. Information about the Business

a. History

TBH Holding Group, LLC is a limited liability company created and effective in December 2018. The business plan for the company is to be a property owner to leasable retail, medical-use, and office-use tenants.

b. Ownership

Zeeshan Haq, Salah Qureshi, & Shakeel Raza are all equal partners in TBH Holding Group, LLC.

c. Divisions/locations

N/A

d. When, where you started

TBH Holding Group, LLC was formed in Pearland, TX and was effective in December 2018.

e. State of organization

State of Texas

f. Directors and Officers

Zeeshan Haq, Salah Qureshi, & Shakeel Raza

g. Provide copy of annual report/submission to Dun & Bradstreet

N/A

II. Reasons for economic development incentives. Include any special considerations.

TBH Holding Group, LLC is proposing the development of 10,400 square foot building, offering leasable space to retail, medical-use, and office-use tenants in Downtown Friendswood.

III. Describe the project

a. Facts about the proposed site (acreage, cost, location, ownership, and proposed use).

The project site is located on the corner of Whispering Pines Ave & S. Friendswood Drive (FM 518). It will consist of a one-story window-front building at 10,400 square feet. The building will provide leasable spaces for retail, medical clinics, and offices.

b. Submit map of metes and bounds or other valid legal property description of the property.

See attached survey & final plat (awaiting to be recorded).

c. Type and value of proposed improvements (budget, list of fixed in place equipment to be included in the project).

This project is budgeted at around \$1,500,000. It is only a shell building so there are no fixed equipment or fixtures.

d. Project timeline--construction start date and end date.

June 2020 to January 2021

e. Environmental impact information must be provided, noting any anticipated impacts of the project on the environment, including, but not limited to storm water runoff, floodplains location, wetlands impact, waste(s) generated, hazardous waste/hazardous substances/regulated substances used or generated, noise levels, and state and federal environmental permits and registrations held or required.

N/A

- f. **All other governmental assistance/incentives being requested or already approved for the project, (e.g. SBA loan, Freeport Tax Exemption).**

N/A

IV. Jobs – N/A

- a. **Provide information on current level of employment, including: (1) current payroll; and (2) breakdown of current employment by zip code. Attach a copy of the company's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at time of application.**
- b. **Provide information on the projected job creation associated with the project, including: (1) new employee needs; e.g. skilled vs. non-skilled, level of education, experience, etc; (2) proposed pay scale; (3) any training which the company will provide to its new employees; (4) upward mobility opportunities, career tracks, etc. available to less educated and experienced workers; and (5) if this is a consolidation, information on number of "new hires" vs. "transfers."**
- c. **Provide information on construction jobs to be created by project.**
- d. **Provide statement of commitment to equal opportunity hiring.**

V. Competition with local business

a. List any competition or similar businesses in the area.

No other business or building in the area will be any competition to us, considering our unique building design & location, located in the Downtown District.

VI. How will this project attract new business?

Our building will attract new businesses as it will serve as a desirable location for new tenants to operate their business in.

VII. Provide information on alternative site considerations/and incentives being offered the company.

N/A

VIII. If leasing property, please attach copy of lease. If company owns or is purchasing land, please attach copy of deed or executed contract-option to purchase.

Please see attached for Pre-Lease with tenant & copy of Deed.

**APPLICATION WILL NOT BE CONSIDERED COMPLETE UNTIL
ALL THE REQUIRED INFORMATION HAS BEEN SUBMITTED**



Office of the Secretary of State

CERTIFICATE OF FILING OF

TBH Holding Group, LLC
File Number: 803194943

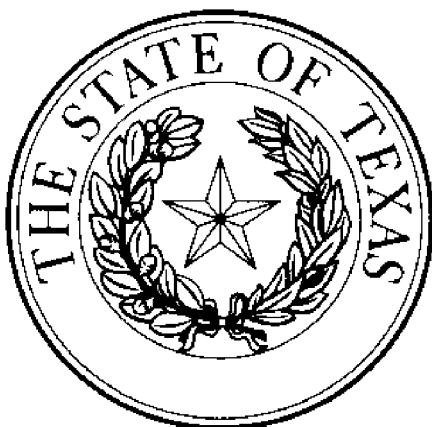
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/26/2018

Effective: 12/26/2018



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

QUIT CLAIM DEED WITH RETENTION OF ALL EASEMENTS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

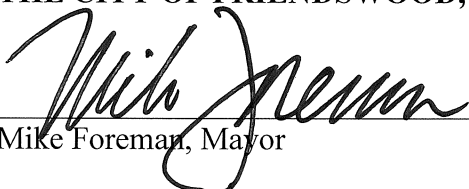
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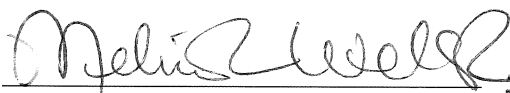
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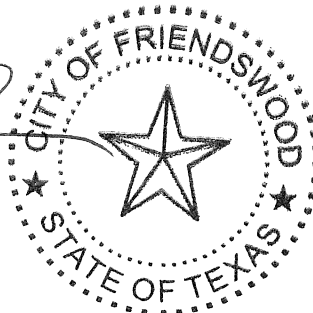
EXECUTED this 4th day of March, 2020.

THE CITY OF FRIENDSWOOD, TEXAS


Mike Foreman, Mayor

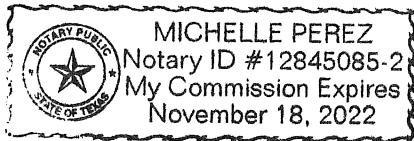
ATTEST:


Melinda Welsh, TRMC
City Secretary



**STATE OF TEXAS
COUNTY OF GALVESTON**

This instrument was acknowledged before me on March 4, 2020 by
Mike Foreman, as Mayor for the City of Friendswood, Texas, a Texas municipal
corporation, on behalf of said corporation.



Michelle Perez
Notary Public, State of Texas

After Recording, Return to:

TBH Holdings, LLC
104 Whispering Pines
Friendswood, Texas 77546



METES AND BOUNDS DESCRIPTION
0.037 ACRE (1,592 SQUARE FEET)
OUT OF LOT 4, BLOCK 11, FRIENDSWOOD SUBDIVISION
SARAH MCKISSICK LEAGUE, ABSTRACT NO. 151
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS

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THENCE, South 44°49'00" West, over and across said 1.6507 acre tract, a distance of 195.37 feet to the most easterly corner and POINT OF BEGINNING of the herein described tract;

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THENCE, North 45°00'00" West, along said northeasterly line, a distance of 100.92 feet to the most westerly corner of the herein described tract and a point of curvature for a curve to the left;

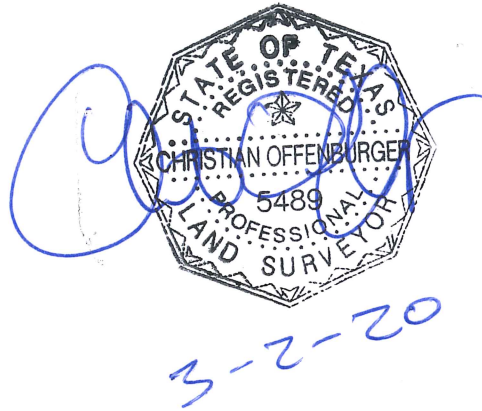


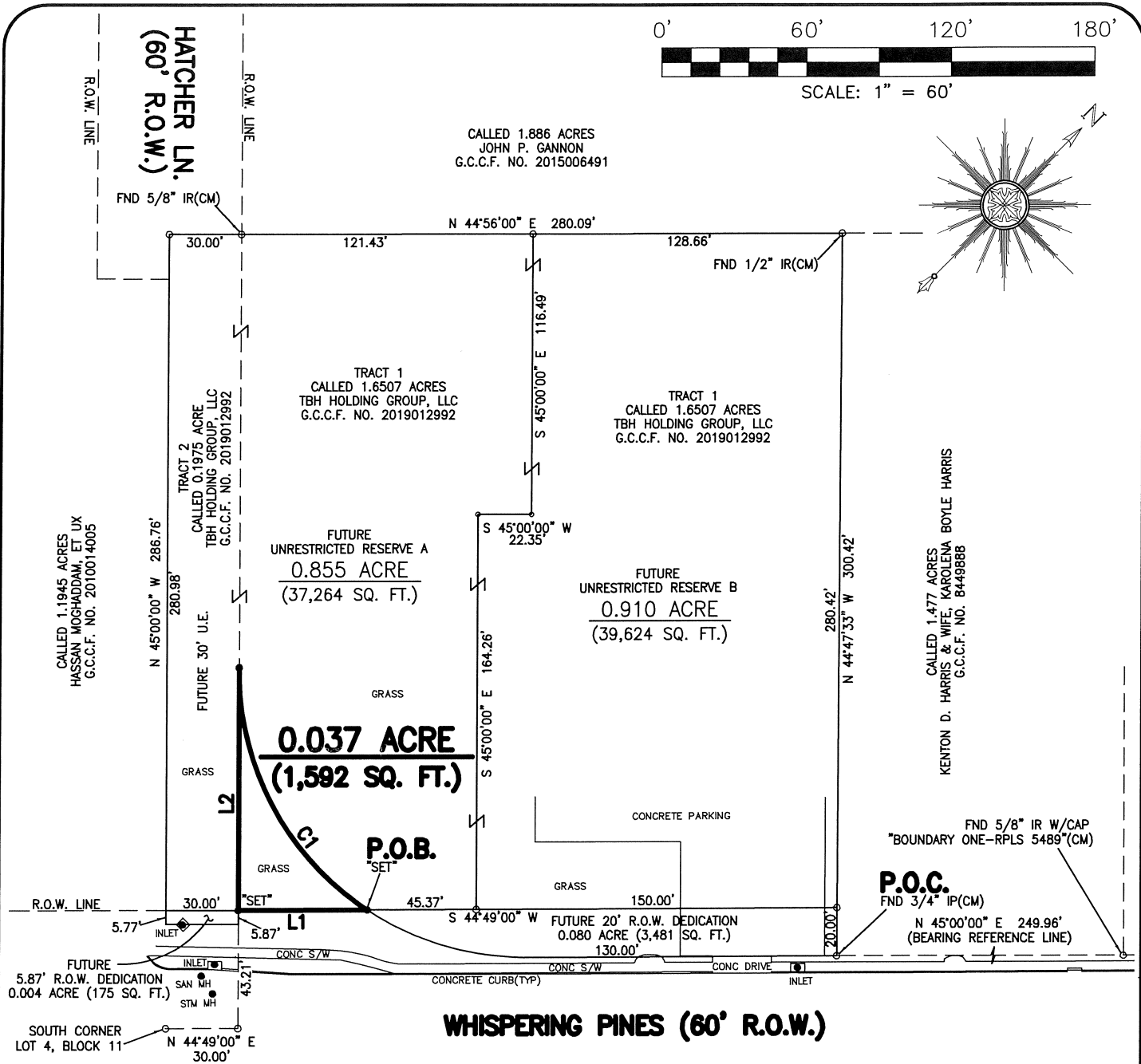
METES AND BOUNDS DESCRIPTION
0.037 ACRE (1,592 SQ. FT.)
PAGE 2 OF 2

THENCE, Southeasterly, an arc distance of 119.02 feet along said curve to the left, having a radius of 119.62 feet, a central angle of $57^{\circ}00'37''$, and a chord which bears South $73^{\circ}03'45''$ East, 114.17 feet to the POINT OF BEGINNING and containing 0.037 acre (1,592 square feet) of land. Boundary One Project Number 6767-0507.

Compiled by: Christian V. Offenburger, R.P.L.S.
Checked by: Thomas Offenburger
Boundary One Surveyors, L.L.C.
150 W. Shadowbend, Suite 303
Friendswood, TX 77546
(281) 648-3131
March 2, 2020

Mb0037.docx



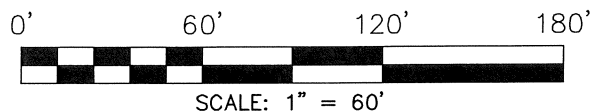


**A STANDARD LAND SURVEY OF
0.037 ACRE OF LAND OUT OF
LOT 4, BLOCK 11, FRIENDSWOOD SUBDIVISION
VOL. 7, PG. 20 G.C.M.R.
SARAH MCKISSICK LEAGUE, A-151
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS**

boundary one
professional surveyors
T.B.P.E.L.S. Firm No. 10084800
150 W. Shadowbend Ave., Suite 304 Friendswood, TX 77546
Office (281) 648-3131 / www.boundaryone.com

SURVEYED FOR:
TBH HOLDING GROUP, LLC
SMILE BATHLA, CPA
104 WHISPERING PINES AVE.
FRIENDSWOOD, TX 77546
(409) 454-9422

DRAWN BY: ATS/CW	DATE: 3-02-2020	PROJECT NO: 6767-0507
APPROVED BY: CVO	SCALE: 1" = 60'	SHEET 1 OF 2

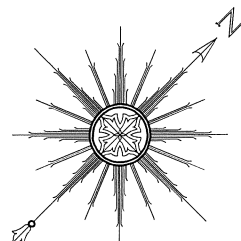


CURVE TABLE:

CURVE	RADIUS	DELTA	ARC	CHD BRG	CHORD
C1	119.62'	57°00'37"	119.02'	S 73°03'45" E	114.17'

LINE TABLE:

LINE	BEARING	DIST
L1	S 44°49'00" W	53.71'
L2	N 45°00'00" W	100.92'

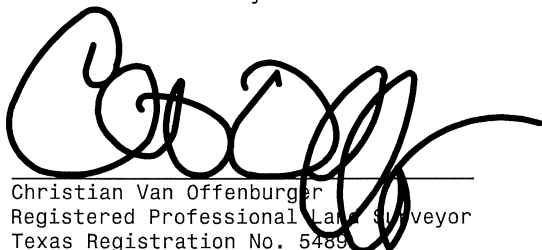


NOTES:

- 1.) This survey was performed without benefit of a title commitment. Easements and restrictions may exist which are not shown hereon; no additional research regarding the existence of easements or restrictions of record has been performed by Boundary One, L.L.C.
- 2.) Bearings are oriented to the bearing base reflected by deeds recorded under G.C.C.F. No(s). 8449888 and 2018028586.
- 3.) There exists a second part to this survey, being a Metes and Bounds description for the subject tract.

To: TBH Holding Group, LLC;

I hereby certify that this plat correctly represents a survey made on the ground under my supervision on March 2, 2020 and that said survey substantially complies with the current Texas Society of Professional Surveyors Standards for Land Surveys for a Category 1B, Condition II Standard Land Survey.


 Christian Van Offenburger
 Registered Professional Land Surveyor
 Texas Registration No. 5489



ABBREVIATIONS:

(CM)	CONTROL MONUMENT
FND	FOUND
G.C.C.F.	GALVESTON COUNTY CLERK'S FILE
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
G.C.M.R.	GALVESTON COUNTY MAP RECORDS
IP	IRON PIPE
IR	IRON ROD
P.L.	PROPERTY LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
SAN MH	SANITARY MANHOLE
"SET"	SET 5/8" IR W/CAP
STM MH	STORM MANHOLE
S/W	SIDEWALK
U.E.	UTILITY EASEMENT

**A STANDARD LAND SURVEY OF
 0.037 ACRE OF LAND OUT OF
 LOT 4, BLOCK 11, FRIENDSWOOD SUBDIVISION
 VOL. 7, PG. 20 G.C.M.R.
 SARAH MCKISSICK LEAGUE, A-151
 CITY OF FRIENDSWOOD
 GALVESTON COUNTY, TEXAS**

boundary one
 professional surveyors
T.B.P.E.L.S. Firm No. 10084800
 150 W. Shadowbend Ave., Suite 304 Friendswood, TX 77546
 Office (281) 648-3131 / www.boundaryone.com

SURVEYED FOR:
 TBH HOLDING GROUP, LLC
 SMILE BATHLA, CPA
 104 WHISPERING PINES AVE.
 FRIENDSWOOD, TX 77546
 (409) 454-9422

DRAWN BY: ATS/CW	DATE: 3-02-2020	PROJECT NO: 6767-0507
APPROVED BY: CVO	SCALE: 1" = 60'	SHEET 2 OF 2

FILED AND RECORDED

Instrument Number: 2020013933

Recording Fee: 46.00

Number Of Pages:7

Filing and Recording Date: 03/09/2020 2:31PM

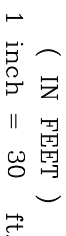
I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink that reads "Dwight D. Sullivan". The signature is written in a cursive style with a horizontal line underneath it.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*



CURVE TABLE					
C#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	119.62'	90°10'48"	188.27'	S 89°54'30" W	169.43'

- AE – AERIAL EASEMENT
- BL – BUILDING LINE
- BLDG – BUILDING
- ESMT – EASEMENT
- FND – FOUND
- H&P – HOUSTON LIGHTING & POWER
- IR – IRON PIPE
- IR – IRON PIPE
- IR – CLAPPED IRON ROD
- S/S – STAMPED SOUTH TEXAS SURVEYING
- GIS – GALVESTON COUNTY DEED RECORD
- GOR – GALVESTON COUNTY MAP RECORDS
- POB – POINT OF BEGINNING
- POC – POINT OF COMMENCING
- PS – PARKING SPACES
- ROW – RIGHT OF WAY
- SQ. FT. – SQUARE FEET
- UE – UTILITY EASEMENT
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- CONCRETE



1. BASIS OF BEARING IS THE NORTH R.O.W. LINE OF WHISPERING PINES AVENUE

OBTAIN A TITLE COMMITMENT BEFORE DESIGN OR CONSTRUCTION COMMENCES

FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT



LEGAL DESCRIPTION
TRACT ONE:

[illegible]

TRACT TWO:

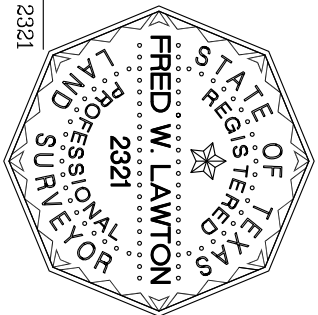
[illegible]

SURVEYOR'S CERTIFICATION

PROPERTY SUBJECT TO CITY ORDINANCES AND SUBDIVISION COVENANTS, CONDITIONS AND RESTRICTIONS. I hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of survey showing any improvements, from legal descriptions supplemented by chain. There are no encroachments apparent on the ground, except as shown. This survey is only certified for boundary and this transaction only. Surveyor did not obstruct property. Easements including lines, etc. shown are as identified by:

GF _____ of _____ N/A

~~Fred W. Lawton, Registered Professional Land Surveyor No. 2321~~



TOPOGRAPHIC SURVEY OF

TRACT 1
PART OF LOT FOUR (4), IN BLOCK ELEVEN (11), IN THE TOWN OF FRIENDSWOOD, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 238, PAGE 14.

PART OF ABANDONED ROAD AS ABANDONED IN GALVESTON COUNTY, CLERK'S FILE NO. 16197023, CALLED FRIENDSWOOD DRIVE (BEING 30 FEET OUT OF A 60 FOOT STRIP LAYING OUT A TRACT DESCRIBED IN VOLUME 3135, PAGE 528, AND ALSO BEING SAID TRACT DESCRIBED IN QUITCLAIM DEED RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 84316033, BOTH IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS IN THE TOWN OF FRIENDSWOOD, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 236, PAGE 14.

ADDRESS: 104 WHISPERING PINES AVENUE
FRIENDSWOOD, TEXAS 77546

JOB NO.: 89-19T SCALE: 1" = 30' DATE: 01-24-18

SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave., Bldg J, Suite 101, Houston, Texas 77082
TEL. 281-556-6918 FAX 281-556-9331
Firm Number: 10045400

JOB NO: 89-19

METES AND BOUNDS DESCRIPTION
1.886 ACRES (82,136 SQUARE FEET)
OUT OF LOT 4, BLOCK 11, FRIENDSWOOD SUBDIVISION
SARAH MCKISSICK LEAGUE, ABSTRACT NO. 151
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS

Being a tract or parcel containing 1.886 acres (82,136 square feet) of land situated in the Sarah McKissick League, Abstract Number 151, Galveston County, Texas; being out of and a part of Lot 4, Block 11, FRIENDSWOOD SUBDIVISION, a subdivision plat of record in Volume 7, Page 20 of the Galveston County Map Records (G.C.C.F.), Galveston County, Texas; being all of a called 1.6507 acre tract (Tract 1) and all of a called 0.1975 acre tract (Tract 2) conveyed to TBH Holding Group, LLC as described by deed recorded under Galveston County Clerk's File (G.C.C.F.) No. 2019012992; being all of a called 0.037 acre tract of land conveyed to TBH Holding Group, LLC as described by deed recorded under G.C.C.F. No. 2020013933; said 1.886 acre tract being more particularly described as follows (bearings are oriented to the bearing base reflected by deeds recorded under G.C.C.F. No(s). 844988 and 201602856):

BEGINNING at a 3/4-inch iron pipe found on the northwesterly right-of-way (R.O.W.) line of Whispering Pines (60 feet wide) and marking the most southerly corner of a called 1.477 acre tract of land conveyed to Kenton D. Harris, et al., as described by said deed recorded under G.C.C.F. No. 844988; said iron pipe for the most easterly corner of said 1.6507 acre tract and the herein described tract;

THENCE, South 44°49'00" West, along said northwesterly R.O.W. line, a distance of 130.00 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking a point of curvature for a curve to the right;

THENCE, Westerly, continuing along said northwesterly R.O.W. line, an arc distance of 69.19 feet along said curve to the right, having a radius of 119.62 feet, a central angle of 33°08'28", and a chord which bears South 81°51'42" West, 66.23 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking an angle point;

THENCE, South 44°49'00" West, continuing along said northwesterly R.O.W. line, a distance of 82.71 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking an angle point;

THENCE, South 45°00'00" East, continuing along said northwesterly R.O.W. line, a distance of 5.87 feet to an angle point;

THENCE, South 45°00'00" West, continuing along said northwesterly R.O.W. line, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most southerly corner of the herein described tract;

THENCE, North 45°00'00" West, departing said northwesterly R.O.W. line, a distance of 286.76 feet to a 5/8-inch iron rod with cap stamped "BOUNDARY ONE-RPLS 5489" set marking the most westerly corner of the herein described tract;

THENCE, North 44°56'00" East, at 30.00 feet passing a 5/8-inch iron rod found marking the most southerly corner of a called 1.886 acre tract of land conveyed to John P. Gannon as described by deed recorded under G.C.C.F. No. 2015006491, continuing in all for a total distance of 280.09 feet to a 1/2-inch iron rod found marking the most westerly corner of the aforesaid 1.477 acre tract and for the most northerly corner of the herein described tract;

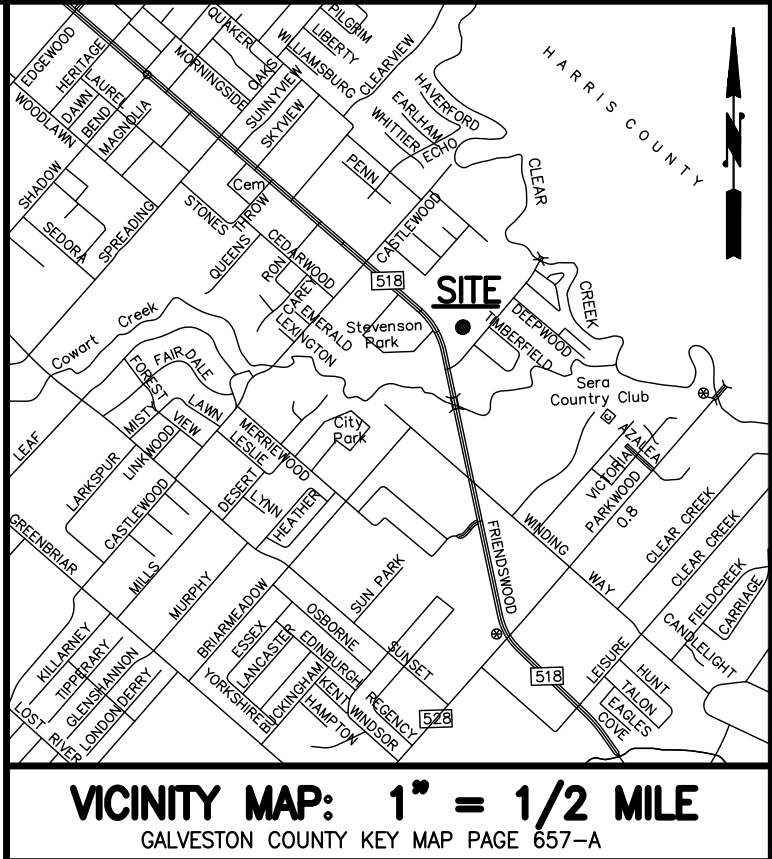
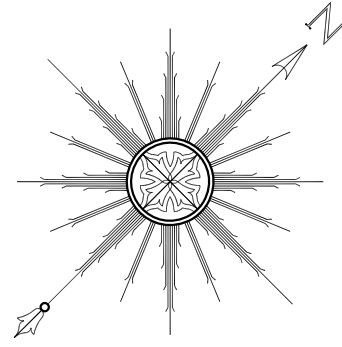
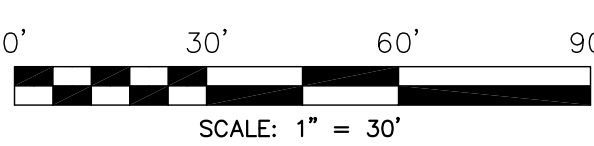
THENCE, South 44°47'33" East, along the southwesterly line of said 1.477 acre tract, a distance of 300.42 feet to the POINT OF BEGINNING and containing 1.886 acres (82,136 square feet) of land. Boundary One Project Number 0767-0507.

BENCHMARK

UNITED STATES COAST AND GEODETIC SURVEY MONUMENT
E455(1951), LOCATED ON THE NORTH SIDE OF BRIARMEADOW DRIVE AND APPROXIMATELY 185 FEET WEST OF SUNSET BLVD.
ELEVATION 26.34'

T.B.M. NO. 1

FOUND OUT "X" IN CONCRETE SIDEWALK NEAR THE MOST EASTERLY CORNER OF THE SUBJECT TRACT AS SHOWN HEREON.
ELEVATION 23.99'



HATCHER LN. (60' R.O.W.)

CALLLED 1.886 ACRES
JOHN P. GANNON
G.C.C.F. NO. 2015006491

FND 5/8" IR(CM)

"SET" 30.00'

N 44°56'00" E 280.09'

FND 1/2" IR(CM)

N 45°06'57" E 249.27'
(CALLED N 45°29'54" E)

FND 3/8" IR W/CAP
"RPLS 5247"

POTENTIAL 5" CENTERPOINT
ENERGY GAS LINE EASEMENT

UNRESTRICTED RESERVE A
0.892 ACRE
(38,856 SQ. FT.)

UNRESTRICTED RESERVE B
0.910 ACRE
(39,624 SQ. FT.)

CALLLED 1.477 ACRES
KENTON D. HARRIS & WIFE, KAROLINA BOYLE HARRIS
G.C.C.F. NO. 8449888

CALLLED 1.1945 ACRES
HASSAN MOGHADDAM, ET AL
G.C.C.F. NO. 2010014005

N 45°00'00" W 286.76'

30' W5/4" E. (BY THIS PLAT)

S 45°00'00" W 22.35'

S 45°00'00" E 164.26'

S 44°47'33" E 300.42'

5.87" R.O.W. DEDICATION
0.004 ACRE (175 SQ. FT.)

SOUTH CORNER
LOT 4, BLOCK 11
N 44°49'00" E 30.00'

WHISPERING PINES (60' R.O.W.)

P.O.B.
FND 3/4" IR(CM)

T.B.M. NO. 1
ELEVATION 23.99'

LINE TABLE

LINE	BEARING	DIST
L1	S 44°49'00" W	53.71'
L2	S 45°00'00" E	5.87'
L3	S 45°00'00" W	30.00'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHD BRG	CHORD
C1	119.62'	33°08'28"	69.19'	S 61°51'42" W	68.23'

DOWNTOWN DISTRICT ZONING REGULATION MATRIX

LOT AREA MINIMUM SF	15,000
LOT WIDTH MINIMUM FEET	0
LOT DEPTH MINIMUM FEET	0
YARD MINIMUM FEET FRONT	0
YARD MINIMUM FEET REAR	0 G, 15 F
YARD MINIMUM FEET SIDE INTERIOR	15.0
YARD MINIMUM FEET SIDE EXTERIOR	0.0
HEIGHT MAXIMUM FEET 70(MAXIMUM 4 STORIES)	
LANDSCAPE REQUIREMENTS	YES
EXCEPTION NOTES	E,F,G
MAXIMUM LOT COVERAGE	60%
E MOBILE HOME RESIDENTIAL DWELLING DISTRICT	
F COMMUNITY SHOPPING CENTER DISTRICT	
G NEIGHBORHOOD COMMERCIAL DISTRICT	

STATE OF TEXAS
COUNTY OF GALVESTON

We, TBH Holding Group, LLC, owner hereinafter referred to as Owner of the 1.886 acre tract described in the above and foregoing plat of TBH HOLDING GROUP LLC, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

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

WITNESS our hand in the City of Friendswood, Texas, this ____ day of ____, 2020.

Zeeshan Haq, Managing Member

STATE OF TEXAS
COUNTY OF GALVESTON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of ____, 2020.

Notary Public in and for ____ County, ____.
My Commission Expires: ____

I, Christian Offenburger, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that all bearings, distances, and other associated boundary information on the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five-eighths inch and a length of not less than three (3) feet; that the plat boundary corners have been tied to the nearest platted subdivision corner; that all utility companies have been contacted and that the easements shown on the plat constitute all of the easements requested by the utility companies; and that the survey substantially complies with the Texas Society of Professional Surveyors Standards for a Category IB, Condition II Standard Land Survey, which stipulates an error of closure of 1/10,000 or better.



Christian Van Offenburger
Registered Professional Land Surveyor
Texas Registration No. 5489

This is to certify that the City Planning Commission of Friendswood, Texas has approved this plat and subdivision of TBH HOLDING GROUP LLC.

In testimony whereof, witness the official signature of the Chairman and Development Coordinator of the City Planning and Zoning Commission of the City of Friendswood, Texas this ____ day of ____, 2020.

By: Joe Matrangola
Chairman, Planning and Zoning
Commission

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

Jill Arias, P.E., C.E.M.
City Engineer & Director of Engineering

I, Dwight D. Sullivan, County Clerk of Galveston County, Texas, do hereby certify that the written instrument with its certificate of authentication was filed for registration in my office on this ____ day of ____, 2020, at ____ o'clock __.m., and duly recorded in Plat ____ Record ____ Map ____ of the Galveston County Map Records.

Witness my hand and seal of office, at Friendswood, Galveston County, Texas. The day and date last above written.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

Notary Public in and for ____ County, ____.
My Commission Expires: ____

By: _____

Approved by the GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT:

Director Date

Director Date

This is to certify that the above was signed based on the recommendation of the District's Engineer having reviewed all sheets provided and found them to be in general compliance with the District's "Drainage Criteria Manual". This approval is valid for three hundred sixty five (365) days. Please note, this does not necessarily mean that all of the information provided in this plat has been completely checked and verified. The plat submitted has been prepared, signed, and sealed by a Registered Professional Land Surveyor licensed to practice surveying in the State of Texas, which conveys the Engineer's responsibility and accountability to that Surveyor.

General Notes: (Galveston County Consolidated Drainage District)

- Buildings, fences or other structures shall not be erected in GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT (the DISTRICT) right-of-ways or drainage easements. Furthermore, no permanent improvements including landscaping, paving, trees, sprinklers, utilities, playground equipment, park benches, tables, sport fields, piers, or sidewalks shall be constructed within said right-of-ways or drainage easements without the approval of the DISTRICT.
- The detention and drainage facilities are to be maintained by the property owner.
- No building permit shall be issued for any lot within this subdivision until a detention and drainage plan has been approved by the DISTRICT.
- Additional drainage easements may be required at the time a drainage plan is submitted to the DISTRICT for approval.
- Plantings, flowerbeds, or other landscaping is not permitted in side lot drainage or detention easements.
- No building permit shall be applied for until all drainage and detention facilities are constructed, inspected and approved by the DISTRICT.
- No permanent improvements including landscaping, paving, trees, sprinklers, utilities, playground equipment, park benches, tables, sport fields, piers, or sidewalks shall be constructed within the detention facility without the approval of the DISTRICT.

General Notes: (City of Friendswood)

- This tract lies in Zone "X" (shaded), designated as "Areas of 500-year (0.2%) Annual Chance flood," as per the National Flood Insurance Program FIRI Community Panel Number 465468-0014-0, latest available published revision dated August 15, 2019. This flood statement does not imply that the subject tract and/or the improvements thereon will be free from flooding damage. The flood hazard area is subject to change as detailed studies occur and/or as watershed or channel conditions change.
- The finished floor elevations of all structures shall be located above the base flood elevation established by FEMA, and as prescribed in the Flood Damage Prevention Ordinance of Friendswood, Texas.
- Sidewalks and ADA ramps are required along all curb and gutter streets per the approved sidewalk accessibility plan. The developer must install sidewalks and ADA ramps along reserves and common areas prior to the City Council's acceptance of the subdivision infrastructure. When sidewalks are required, they shall have a width of not less than four feet and comply with Federal, State and Local requirements.
- No residential, commercial or industrial structure shall be permitted to be built nearer than 150 feet from any well or related facility other than structures necessary to operate the well or facility.
- Except for low-pressure distribution system pipelines as defined in Chapter 26, of the Friendswood City Code, no residential, commercial or industrial structure shall be erected or moved to a location nearer than 50 feet to any pipeline, other than structures necessary to operate the pipeline.
- Bearings are oriented to the bearing base reflected by deeds recorded under G.C.C.F. No(s). 844988 and 201602856.
- This survey substantially complies with Texas Society of Professional Surveyors Standards for a Category IA, Condition II Standard Land Survey, which stipulates an error of closure of 1/10,000 or better.
- The City of Friendswood shall not be responsible for maintenance of private streets (driveways, sidewalks, and emergency access easements), waterlines, sanitary sewer lines, storm sewer facilities (detention ponds, drainage easements, outfalls and swales), recreational areas, reserves and other private facilities that are within private easements; the TBH Holding Group, LLC shall be responsible for these items. The City of Friendswood shall be responsible for maintenance of public streets, sidewalks, street signs, waterlines, sanitary sewer lines, storm sewer facilities, drainage easements, outfalls and swales that are within the public right-of-way or within public and/or exclusive easements. The maintenance of streetlights shall be the responsibility of Texas New Mexico Power.
- All utility companies have been contacted and the easements shown on the plat constitute all of the easements required by the utility companies for their operations.
- Any and all right of way islands located within the boundaries of this plat, even if not shown on the face of the plat, shall be maintained by the property owner(s).
- There are no existing pipeline easements within the limits of the subdivision.
- This tract is subject to the restrictive covenants of record in Vol. 2799, Pg. 666, GDDR and corrected under GDCF No. 8620540.

FINAL PLAT

TBH HOLDING GROUP LLC

BEING 1.886 ACRES OF LAND
ALL OF A CALLED 1.6507 ACRE TRACT (TRACT 1) AND ALL OF
A CALLED 0.1975 ACRE TRACT (TRACT 2) AS DESCRIBED BY DEED
RECORDED UNDER G.C.C.F. NO. 2019012992
AND ALL OF A CALLED 0.037 ACRE TRACT AS DESCRIBED BY DEED
RECORDED UNDER G.C.C.F. NO. 2020013933
ALL OUT OF LOT 4, BLOCK 11, FRIENDSWOOD SUBDIVISION
RECORDED IN VOL. 7, PG. 20 G.C.M.R., SITUATED IN THE
SARAH MCKISSICK LEAGUE, ABSTRACT NO. 151
CITY OF FRIENDSWOOD
GALVESTON COUNTY, TEXAS

1 BLOCK

2 UNRESTRICTED RESERVES

OWNER:

TBH HOLDINGS GROUP, LLC
SMILE BATHA, CPA
104 WHISPERING PINES AVE.
FRIENDSWOOD, TX 77546
(409) 454-9422

SURVEYOR:

BOUNDARY ONE, L.L.C.
T.B.P.E.L.S. FIRM NO. 10084800
CHRISTIAN OFFENBURGER, R.P.L.S.
150 W. SHADOWBEND, SUITE 303
FRIENDSWOOD, TEXAS 77546
(281) 648-3131

DATE: APRIL 20, 2020

SCALE: 1" = 30'

SHEET 1 OF 1



CONSTRUCTION & DESIGN

832.800.1312

CONSTRUCTION COST BREAKDOWN**PROJECT EXPENDITURE****LED** *Construction & Design*

PO NUMBER

Project Number

20-0811

Building

Commercial

Floor

One Story Building

Cost Center

Client

Name of Project: Friendswood Shopping Center

Client Representative: Smile - TBH Holding Group, LLC

Description of Work: Demo existing parking, new underground utilities, new parking lot and new Shell building per plans
(Project address: 104 Whispering Pines Avenue, Friendswood, TX)

Project Manager: AJ

LINE ITEM**COST****FINANCIAL ACCOUNTING STAMP****CONSTRUCTION**

101 Mobilization, Demo, haul and trash \$26,000.00

102 Site Prep, grading & Underground Util \$126,430.00

103 Prefab Steel Building/Structure \$137,200.00

104 Foundation, Parking Lot, Driveway \$486,300.00

105 W \$

106 Walls Framing (Metal Studs) \$48,500.00

201 Electrical \$48,200.00

202 Mechanical/HVAC

203 Plumbing \$18,100.00

204 Windows and Doors \$96,950.00

205 Stucco & Stone \$78,630.00

206 Roofing \$58,900.00

FINISH/DETAILS

301 Seal, Tape Float and Paint

302 Finish (woodwork)

303 Flooring and Baseboard

MISCELLANEOUS

401 Landscaping \$21,200.00

402 Plants and Planters

GENERAL CONSTRUCTION & FEES \$71,300.00

404 Supervision & General Cond

405 Overhead

406 Insurance

407 PL

408 Other

Sub-Total: \$1,289,010.00

PROJECT CONT

TOTAL COST

\$1,289,010.00

Remarks:

Approved Year: 2020

Estimated Start Date: 6/30/2020

Estimated Completion Date: 11/30/2020

Estimated Project Expenditure:

25% 00/00/00

25% 00/00/00

25% 00/00/00

25% 00/00/00

APPROVALS

TBH HOLDING Date:

TBH HOLDING Date:

LED CONSTRUCTION  Date:

LED CONSTRUCTION Date:



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a *Stipulated Sum*

AGREEMENT made as of the Twelfth day of February in the year Two Thousand Twenty

BETWEEN the Owner:

TBH Holding Group, LLC (Building Owner)
104 Whispering Pines Avenue
Friendswood, TX
Telephone Number: 409-454-9422

And the Contractor:

LED Construction & Design, Inc.
2500 Wilcrest Dr.
Houston, Texas 77042
Telephone Number: 832-800-1312
Fax Number: 832-850-6686

For the following Project:

New Construction – Friendswood Shopping Center
104 Whispering Pines Avenue
Friendswood, TX 77546

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The contractor shall provide labor, material and supervision to complete the build-out of new 10,400sf one story prefab steel building as per the drawings in accordance with the approved by the designing team.

The following work is the project scope of the buildout:

- *Project Mobilization*
- *Demo existing parking concrete haul and trash*
- *Subgrade prep according to the geotechnical report*
- *Underground storm drainage, sanitary and waterlines*
- *New 3 phase 600amp electrical power services*
- *Temporary services to complete the construction work*
- *Building foundation according to the plan*
- *Building, metal building, roof, exterior walls*
- *Install new storefront windows*
- *Sidewalks*
- *Parking marking*
- *Landscaping*
- *LED overhead and fee*

EXCLUSIONS:

1. Design and preconstruction services (under separate contract).
2. Material escalation costs.
3. Payment and performance bond costs.
4. Costs for the Payment and Performance Bond on any accepted alternates or unit prices.
5. Water and sewer impact fee and water meter fee costs from the City of Houston.
6. Charges, fees, or assessments from the local utility providers.
7. Certifications or fees for compliance with the International Energy Conservation Code.
8. Costs associated with unforeseen subsurface conditions.
9. Fireproofing of existing structural building & Fire protection (sprinkler system)

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Ten (10) business days after receipt of all construction permits and fully executed Prime Contract.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Eighty (180) days from the date of commencement, or as follows.

2

Substantial Completion Date

The date of the construction inspection and approval by the city of Friendswood is the substantial completion date.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Two Hundred Eighty Nine Thousand Dollars (\$1,289,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

1. The approved construction documents.
2. Demo and replacement of the existing parking.

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$ 0.00)
------	-----------------------	--------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Hiding condition	\$ 0

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted by the Contractor for Payment, the Owner/bank shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by one or more Application for Payment shall cover percentage completed to date of the payment application.

.

§ 5.1.3 Provided that an Application for Payment is received by the Owner upon the completion of the above listed task, the Owner/lender shall make payment of the certified amount to the Contractor not later than the 10th day of the submitted payment application.

3

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.7 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages to %10)

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner/lender to the Contractor when

.1 A final Certificate for Payment has been issued by the design team.

§ 5.2.2 The Owner's/lender's final payment (retainage) to the Contractor shall be made no later than 15 calendar days after the issuance of the Municipalities Certificate of Occupancy.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation, the method of binding dispute resolution shall be as follows:

PARTY DISPUTE RESOLUTION/MEDIATION

The Parties agree that before initiating mediation or any action for damages or other relief on account of any breach of this Agreement they will attempt in good faith to resolve their dispute in accordance with the procedures set forth in this Section

The Owner Representative and Contractor Representative will first attempt in good faith to resolve any dispute. If, in the opinion of either party, resolution by such representatives is unlikely or will result in undue delay, such party may make a written request to the other Party that the dispute be submitted to the level of Owner and Contractor management immediately above such representatives. Upon the delivery of such request, the parties agree to submit the dispute to such level of management with decision-making authority who will attempt in good faith to resolve the dispute. In the event the foregoing level of management is unable to resolve the dispute within ten (10) days of delivery of

such notice, the Parties agree to submit the dispute to mediation as provided herein.

The parties shall endeavor to resolve their Claims by direct negotiation and then, if unsuccessful, by mediation which, unless the parties mutually agree otherwise, shall be administered by the American

Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect

on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may

be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ [X] Arbitration pursuant to 6.2 in Article 6 of this document
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other (Specify)

§ 6.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Applicable Laws in any court having jurisdiction thereof.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 TERMINATION BY THE CONTRACTOR

§ 7.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 7.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 7.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 7.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 7.2 TERMINATION BY THE OWNER FOR CAUSE

§ 7.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 7.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 7.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 7.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 7.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 7.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 7.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 7.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 7.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 7.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 7.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Eight percent (5%) Per Annum

§ 8.3 The Owner's representative:

Smile Bathla

104 Whispering Pines Avenue.

Friendswood, TX

Telephone Number: 409-454-9422

Email Address: smile@consultcoastal.com

§ 8.4 The Contractor's representative:

Ammar Jaber

7703 Hollow Glen Lane

Houston, TX 77072

Phone 832-800-1312

Fax 832-850-6686

Email Address: leddesignbuilders@yahoo.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The Supplementary and other Conditions of the Contract:

§ 9.1.3 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this

Drawings

Section	Title	Date	Pages
§ 9.1.4 The Drawings: (The revised Architectural drawings, electrical, plumbing and mechanical)			

Number	Title	Date
§ 9.1.5 The Addenda, if any: N/A		

§ 9.1.6 Additional documents, if any, forming part of the Contract Documents: N/A

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance, no bonds as set forth and agreed with the owner.
(A201–2007.)

Type of insurance (General Liability)	Limit of liability (\$ 1,000,000.00)
---------------------------------------	--------------------------------------

6

This Agreement entered into as of the day and year first written above.

OWNER/LENDER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

Ammar Jaber, President, LED Design Builders
Corporation General Partner

(Printed name and title)

AGREEMENT TO LEASE

This is an Agreement to Lease (the "Agreement") effective April 1, 2020,

BETWEEN: TBH Holding Group, LLC (the "Lessor"), a company organized and existing
Under the laws of the State of Texas, with its head office located at:

104 Whispering Pines Ave Friendswood, TX 77546

AND: Texas Behavioral Health of Friendswood (the "Lessee"), a corporation organized and existing
under the laws of the State of Texas, with its head office located at:

12234 Shadow Creek Pkwy Suite 4104 Pearland, TX 77584

TERMS:

It is agreed that:

1. Lessor does hereby agree to grant, demise and let a total of 2600 square feet of the future mixed-use building at 106 Whispering Pines Ave and Lessee does hereby agree to take this allotted portion of 2600 square feet situated at 106 Whispering Pines, commencing on the earlier of 1) December 1, 2020 or 2) the date the Certificate of Occupancy is obtained for assigned Suite.
2. The lease shall for a total term of five (5) years at the monthly base rent of \$1.55 PSF/Month plus Triple 'Net' or NNN charge of \$0.30 PSF/Month, equaling a total of \$2.15 PSF/Month.
3. The Lessor and Lessee have agreed to the charges paid and calculated, in respect of each party, as shown above.
4. In the event that the Lease herein provided for shall be executed, then and in such case the Lessor shall give, and the Lessee shall take possession of said premises on December 1, 2020 and the rent shall commence and be payable from said last mentioned date.
5. These presents shall operate only as an agreement to lease, and not as a lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:



Smile Bathla, CPA – Project Manager
TBH Holding Group

LESSEE:



Zeeshan Haq - CEO
Texas Behavioral Health

Property

Account

Property ID:	201548	Legal Description:	ABST 151 S MCKISSICK SUR PT OF LOT 4 (4-1) BLK 11 FRIENDSWOOD SUB & ADJ ABND HATCHER LN ROW
Geographic ID:	3460-0011-0004-001	Zoning:	CSC
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	104 WHISPERING PINES FRIENDSWOOD, TX 77546	Mapsco:	
Neighborhood:	MB-S12 MEDICAL - FRIENDSWOOD	Map ID:	117-A
Neighborhood CD:	MB-S12		

Owner

Name:	TBH HOLDING GROUP LLC	Owner ID:	664957
Mailing Address:	12234 SHADOW CREEK PKWY STE 4104 PEARLAND, TX 77584-7333	% Ownership:	100.000000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$572,010	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$410,770	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$982,780	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$982,780	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$982,780	

Taxing Jurisdiction

Owner: TBH HOLDING GROUP LLC
 % Ownership: 100.000000000000%
 Total Value: \$982,780

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	
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C37	FRIENDSWOOD CITY	0.521439	\$982,780	\$982,780	\$5,124.60
CAD	APPRAISAL DISTRICT	0.000000	\$982,780	\$982,780	\$0.00
D08	GALV CNTY CONSOLIDATED DRAINAGE	0.112200	\$982,780	\$982,780	\$1,102.68
GGA	GALVESTON COUNTY	0.504396	\$982,780	\$982,780	\$4,957.11
RFL	CO ROAD & FLOOD	0.011741	\$982,780	\$982,780	\$115.39
S12	FRIENDSWOOD ISD	1.259400	\$982,780	\$982,780	\$12,377.13
Total Tax Rate:		2.409176			
				Taxes w/Current Exemptions:	\$23,676.91
				Taxes w/o Exemptions:	\$23,676.90

Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 5600.0 sqft Value: \$572,010

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	MBBG - +	BV	1982	5600.0
CPY	CANOPY	MBBG - +		1982	420.0
ST	STORAGE	MBBG - *		1982	240.0
CONC	CONCRETE	* - *		1982	24000.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CL	CL	1.8860	82154.16	0.00	0.00	\$410,770	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	\$572,010	\$410,770	0	982,780	\$0	\$982,780
2019	\$279,040	\$201,200	0	480,240	\$0	\$480,240
2018	\$279,040	\$201,200	0	480,240	\$0	\$480,240
2017	\$279,040	\$201,200	0	480,240	\$0	\$480,240
2016	\$279,040	\$201,200	0	480,240	\$0	\$480,240
2015	\$279,040	\$201,200	0	480,240	\$0	\$480,240
2014	\$253,890	\$201,200	0	455,090	\$0	\$455,090
2013	\$253,890	\$201,200	0	455,090	\$0	\$455,090
2012	\$253,890	\$179,690	0	433,580	\$0	\$433,580
2011	\$253,890	\$179,690	0	433,580	\$0	\$433,580

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/13/2019	WV	WARRANTY DEED	NEW LIFE ASSEMBLY OF GOD	TBH HOLDING GROUP LLC	2019012992	2019012992	2019012992
2		CONV	CONVERSION	UNKNOWN	NEW LIFE ASSEMBLY OF GOD	3329	0256	

Tax Due

Property Tax Information as of 05/18/2020

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Project #2020-1

Economic Impact Statement

Prepared by: Karen Capps, Economic Development Coordinator
City of Friendswood
Date: May 20, 2020

I. Project Summary

Texas Behavioral Health (TBH) plans to construct a new \$1.289 million, 10,400 square foot commercial building on the property they own at 104 Whispering Pines. TBH will lease/occupy 2,600 square feet which will leave 7,800 square feet for lease. TBH purchased the property on March 13, 2019 that includes an existing 5,600 square foot building on 1.886 acres. The property was previously owned by a tax exempt religious organization. The new building will be located in front of the existing structure and will accommodate office, medical and retail uses. Estimated new City property tax revenue is \$6,721 annually.

A site plan has been submitted and is under review by City staff. TBH would like to construct the shell building this year. The site is located in the Downtown District's Neighborhood Empowerment Zone that waives all City-related development fees, estimated to be \$18,163 for this project.

II. Economic Impact Analysis – see attached

III. Community and Economic Development Committee Review of Project

On May 27, 2020, the CEDC reviewed and considered the application for a business incentive grant for the project. The committee noted the benefits of the project for the city and how it meets the goals established for the CEDC as outlined below.

- 1) Project 2020-1 qualifies for incentive consideration in the Chapter 380 Guidelines under Category III. 4. Downtown Zone Projects.
- 2) Project 2020-1 will possibly spur other nearby development and attract tenants to occupy the lease space and possible workers and consumers to the downtown district.
- 3) After completion of the building, annual City property tax revenues are estimated to be \$11,846 annually, an increase of \$6,721. There will be additional business personal property taxes and possible sales taxes generated from other business tenants.
- 4) New property tax revenue to the City over a ten-year period is estimated to be \$67,213. Compared to the average taxes a residential home pays in the city (\$997 per home) it would take approximately 7 homes to generate revenue equal to the property tax

revenue generated by this new development project. Just over a year ago, this property was tax exempt.

- 5) If this land tract were developed as SFR-single family residential, it is estimated that 2 homes could be built on the .910 acre tract which would generate \$1,994 annually vs. what this commercial development will generate of \$6,721 of property taxes.

IV. Grant Proposal

Due to these reasons, a grant incentive is proposed in the amount not to exceed \$13,000 to be disbursed to Texas Behavioral Health (TBH Holding Group, LLC) after construction certificate of occupancy is issued for the new commercial building, and after tenant occupancies have been issued to TBH and other business tenants occupying fifty percent (50%) of leasable space in the new building.

Project 2020-1 TBH

Current Tax Year - 2019-20

Current Existing Appraised Values, Tax Rates and Revenue, All Taxing Entities					
		COF	FISD	Galveston County	GCCDD
		0.521439	1.259400	0.516137	0.112200
1.886 acres	410,770	\$ 2,142	\$ 5,173	\$ 2,120	\$ 461
5,600 sf building built in 1982	572,010	\$ 2,983	\$ 7,204	\$ 2,952	\$ 642
Total	\$982,780	\$ 5,125	\$ 12,377	\$ 5,072	\$1,103
Total Current Annual Taxes					\$23,677

Assumptions on Proposed Values			
Land	Acres	1.8860	410,770
	Price Per SF	5.00	
New Buildings	Total SF.	10,400	\$1,289,000
	Price Per SF	\$ 123.94	
Business Personal Property			\$ -
Inventory			\$ -
Percentage Freeport Qualified:			0%
Total Tax Rate:			2.409176

Real, Business Personal Property Received Annually After Expansion					
		COF	FISD	Galveston County	GCCDD
		0.521439	1.259400	0.516137	0.112200
1.886 acres	410,770	\$ 2,142	\$ 5,173	\$ 2,120	\$ 461
5,600 sf building built in 1982	572,010	\$ 2,983	\$ 7,204	\$ 2,952	\$ 642
New 10,400 sf commercial building	1,289,000	\$ 6,721	\$ 16,234	\$ 6,653	\$ 1,446
Sub-total	\$2,271,780	\$ 11,846	\$ 28,611	\$ 11,725	\$ 2,549
Total Annual Taxes After Expansion					\$ 54,731

Project 2020-1 TBH

Estimated Property Tax Revenues For Ten Year Period					
		COF	FISD	Galveston County	GCCDD
		0.521439	1.259400	0.516137	0.112200
1.886 acres	410,770	\$ 21,419	\$ 51,732	\$ 21,201	\$ 4,609
5,600 sf building built in 1982	572,010	\$ 29,827	\$ 72,039	\$ 29,524	\$ 6,418
New 10,400 sf commercial building	1,289,000	\$ 67,213	\$ 162,337	\$ 66,530	\$ 14,463
	\$2,271,780	\$ 118,459	\$ 286,108	\$ 117,255	\$ 25,489
Total Property Taxes for 10 Year Period					\$ 547,312

City of Friendwood Break Even Point on \$13,000 Grant											
	Year 1- Tax Year 2020	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
New Revenues from Project*, **	\$6,721	\$6,721	\$ 6,721	\$ 6,721	\$ 6,721	\$ 6,721	\$ 6,721	\$ 6,721	\$ 6,721	\$ 6,721	\$67,213
Incentive Grant (issued at CO)	\$13,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,000
Cost for city services	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$16,000
Cumulative Total	-\$7,879	-\$2,757	\$2,364	\$7,485	\$12,607	\$17,728	\$22,849	\$27,971	\$33,092	\$38,213	\$38,213

Estimated Construction Fees	
Building Permit Fee	3248
Plan Check Fee	1619
Water & Sewer Impact Fees	12,681
Water Meter Fee	500
Sub-contractor Permit Fees	115
Total	\$18,163

* City fees waived due to location in Downtown NEZ

Economic Incentive Program

Success Stories



Friendswood Wellness Medical Center

1505 Winding Way

Building Value: \$4.9 million

Occupants: Dr. Ronald Baden, Memorial Hermann Imaging Center, Lee Family Practice

Project: 28,940 sq. ft., two-story professional building

Jobs Created: 30 **Jobs Retained:** 12

City Incentives: \$50,000 Chapter 380 Municipal Grant

Status: Opened December 2008

Park Plaza

907 South Friendswood Drive

Building Value: \$2.2 million

Primary Occupants: Crystal Creek Developers, LLC, PE Square Engineering, Rise Cupcakes, LLC., Berlinger Law Firm, Raymond James Financial, Kelm Engineering

Project: 20,400 sq. ft., three-story office/retail building

Jobs Created/Retained: 67

City Incentives: \$30,000 Chapter 380 Municipal Grant, City fees waived of \$2,000 due to project's location in Downtown Neighborhood Empowerment Zone

Status: Opened March 2010



HomeTown Bank N.A.

601 South Friendswood Drive

Building Value: \$1.6 million

Occupants: HomeTown Bank, Stewart Title Company

Project: 7,864 sq. ft., one-story building

Jobs Created: 5-10

City Incentives: \$15,000 Chapter 380 Municipal Grant, City fees waived of \$9,300 due to project's location in Downtown Neighborhood Empowerment Zone, Downtown Drainage improvements enabled project to purchase offsite detention

Status: Opened February 2011





Friendswood Family Chiropractic Clinic

1111 S. Friendswood Drive

Building Value: \$1.3 million

Occupants: Friendswood Family Chiropractic Clinic and Spuhler Medical Associates Friendswood Dermatology, Cosmetic & Skin Center

Project: 10,250 sq. ft., one-story office building

Jobs Created: 10 **Jobs Retained:** 16

City Incentives: \$15,000 Chapter 380 Municipal Grant, City fees waived of \$16,675 due to project's location in Downtown Neighborhood Empowerment Zone

Status: Opened September 2012

Masa Sushi Japanese Fusion Restaurant

1788 S. Friendswood Dr.

Building Value: \$1.5 million

Occupants: Masa Sushi Japanese Fusion Restaurant

Project: 5,236 sq. ft. restaurant and 4,252 sq. ft. retail building

Jobs Created: 23

City Incentives: \$20,000 Chapter 380 Municipal Grant

Status: Opened September 2015



Townes Square Center

3800/3736 E. FM 528

Building Value: \$1 million

Occupants: Re/Max Top Realty

Project: 9,318 sq. ft., two-story commercial building and renovation of 10,384 sq. ft. existing bldg.

Jobs Created/Retained: 5

City Incentives: \$10,000 Chapter 380 Municipal Grant

Status: Opened October 2016

Lifestyle Financial Advisors, Inc.

211 W. Edgewood Dr.

Building Value: \$1,950,000

Occupants: Lifestyle Financial Advisors, Inc.

Project: 10,050 sq. ft. two-story office building

Jobs Created: 12

City Incentives: \$20,000 Chapter 380 Municipal Grant

Status: Opened February 2017





Tannos II

802/804 S. Friendswood Drive

Building Value: \$2.69 million

Occupants: Jado'z Grille, Between Us Tea Room, UTR Commercial Realty, Chicago Title

Project: Two new commercial buildings totaling 18,477 sq. ft. on 1.54 acres

Jobs Created: 4

City Incentives: \$25,000 Chapter 380 Municipal Grant; City fees waived approximately \$17,350. due to project's location in Downtown Neighborhood Empowerment Zone

Status: Opened July 2018

Rancho Mexican Restaurant

2131 W. Parkwood Avenue

Building Value: \$1.2 million

Occupants: Rancho Mexican Restaurant

Project: 5,000 sq. ft. restaurant

Jobs Created/Retained: 28

City Incentives: \$12,000 Chapter 380 Municipal Grant

Status: Opened August 2018



Tannos 6

505 S. Friendswood Drive

Building Value: \$10 million

Occupants:

Project: 63,400 sf, 4-story building on 2.7 acres

Jobs Created/Retained: 200

City Incentives: \$100,000 Chapter 380 Municipal Grant, Downtown NEZ-City fees waived

Status: Under construction

Virgata Commons

1765/1769 S. Friendswood Drive

Building Value: \$5.43 million

Occupants: MOD Pizza, Orange Theory Fitness, Dr. Montz

Project: 20,424 sf on 4.37 acres

Jobs Created/Retained: 100

City Incentives: \$50,000 Chapter 30 Municipal Grant

Status: Opened April 2020



City of Friendswood Economic Incentive Programs

Chapter 380 Municipal Grant Program

Program description:

Incentives may be granted for new facilities, expansion or modernization of existing facilities that add new taxable value to the ad valorem tax rolls, and to businesses renovating or occupying existing facilities within the city of Friendswood. Incentive funding is based upon eligibility and the value of new investments.

Eligibility - Creation of New Value:

For downtown projects, must result in a minimum investment requirement of \$250,000 of increased real and personal property in the city.

For basic industries, office and specific targeted retail projects, must result in a minimum investment requirement of \$1,000,000 of increased real and personal property in the city.

For basic industries and office project expansions that are already located in the city, must result in a minimum investment requirement of \$500,000 of increased real and personal property in the city.

Uses:

Grant funds may be used for relocation assistance, land and/or building acquisition costs, building improvements or renovations, utility line extensions and connections, payment of water and sewer impact fees, extension of public roads, drainage improvements, and downtown improvements such as paved sidewalks, facades, street lighting, signage, and benches.

Property Tax Abatement including Green Tax Abatement Incentives

Authorized facility:

A facility may be eligible for abatement if it is a corporate headquarters, business or manufacturing facility, research facility, regional service facility, regional distribution center, a basic industry, or a facility that is deemed essential to the city's growth and that meets the guidelines of section 312.002 et seq. of the Tax Code.

Eligible Property:

An abatement may be extended to the value of commercial buildings, structures, fixed machinery and equipment, site improvements plus the office space and related fixed improvements necessary to the operation and administration of the facility.

Creation of New Value

Standard tax abatement:

Business must create or retain at least five jobs with eligible taxable improvements of at least \$500,000.

Alternative tax abatement for "Green"

LEED Certification:

The minimum value of increase attributable to LEED certification must equal at least \$100,000 for a new or modernized commercial building. Total investment must be at least \$1 million for platinum certification; \$2 million for gold; \$4 million for silver; and \$10 million for basic certification. No job creation is required under the green tax abatement provisions.

Value and terms of abatement: City property taxes may be abated on a sliding scale for a period of 10 years as allowed by state law.

Downtown Neighborhood Empowerment Zone #1

Program description:

In 2008, City Council designated the downtown district as NEZ#1 to encourage development, renovation and expansion within the district. The geographical area of NEZ#1 includes properties located along Friendswood Drive from FM 2351 to Castlewood and about one block east and west thereof that are zoned Downtown District. Properties along Friendswood Drive that are located from Castlewood to Cowards Creek have the opportunity to opt-in to the Downtown District.

Eligibility:

Properties must be zoned Downtown District, for profit, and make improvements according to the downtown district guidelines.

NEZ#1 Benefits:

The City will waive one hundred percent (100%) of all fees related to construction and development, including zoning, platting, site plan review, building, plumbing, mechanical, electrical, and gas permits for businesses and developers that are for profit and are zoned Downtown District. In addition, the City will waive one hundred percent (100%) of water and wastewater impact fees for the project.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/22/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Discussion and possible action regarding approving an Interlocal Agreement with Galveston County Consolidated Drainage District to pay the district \$5.5 million for the continued construction and completion of the Imperial Estates In-line Detention.

Originating Department: Engineering

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

The City of Friendswood and Galveston County Consolidation District (GCCDD) signed an Interlocal Cooperation Agreement on September 10, 2018 in which the City was responsible for providing the use of buyout lots within 1776 Park for the purposes of constructing a regional detention facility for flood control, floodplain management, and flood damage prevention purposes at the confluence of Mary's Creek and Clear Creek.

The City of Friendswood held a Special Bond Election on November 5, 2019, where voters approved \$52,100,000 in general obligation (G.O.) bonds: \$41,000,000 of which were designated for flood control projects along Clear Creek. On April 6, 2020, the City Council approved the Schedule of Events for the issuance of bond funds and allotted issuance of \$6,000,000 immediately for drainage improvements.

City staff prepared an Imperial Estates Drainage Impact Assessment in order to assess the benefits of a regional detention project at Imperial Estates. Staff determined that a regional detention facility at Imperial Estates is a necessary drainage improvement that is beneficial to neighboring properties.

Based on the results of the Imperial Estates Drainage Impact Assessment, City staff recommends signature of a new Interlocal Cooperation Agreement in which the City will provide \$5,500,000.00 to GCCDD from G.O. bond funds.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The Imperial Estates Drainage Impact Assessment indicates that completion of the project will provide a 0.3 foot reduction in water surface elevation during large storm events. Benefits begin at the project site and extend 20,000 feet upstream. Cooperating with GCCDD on this flood control project will continue to strengthen the City's partnership with GCCDD leading to continued coordination on future flood control efforts.

RECOMMENDATIONS

City staff recommends Council signatory on the Imperial Estates Inline Detention Cooperation Agreement.

ATTACHMENTS

1. City-GCCDD Interlocal - Imperial Estates 20200728
2. Exhibit A Map
3. Exhibit B Imperial Estates DIA FINAL with Plans

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF FRIENDSWOOD, TEXAS
AND THE
GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of the ____ day of _____ 2020, by and between City of Friendswood, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("City"), and the Galveston County Consolidated Drainage District, a conservation and reclamation district organized and existing pursuant to Article XVI, Section 59 of the Constitution of the State of Texas ("District"), each party acting by and through their respective governing bodies.

WITNESSETH:

WHEREAS, pursuant to Chapter 791, Tex. Gov't Code (the "Act"), local governments are authorized to contract among themselves for the provisions of governmental functions and services; and

WHEREAS, City and District are each "local governments," as that term is defined in the Act; and

WHEREAS, the corporate boundaries of City includes territory in both Galveston and Harris Counties, Texas; and

WHEREAS, that portion of City that is located within Galveston County is also located within the corporate boundaries of District; and

WHEREAS, District was created and exists for the purpose of reclamation and drainage of flooded lands and other lands needing drainage within District; and

WHEREAS, in furtherance thereof, District is empowered to acquire, construct, improve, and maintain facilities necessary to carry out its mandated purpose; and

WHEREAS, the City and District entered into an Interlocal Cooperation Agreement on September 10, 2018 providing District the use of buyout lots within the Imperial Estates Subdivision for the purposes of constructing a regional detention facility, a necessary drainage improvement for flood control, floodplain management, and flood damage prevention purposes; and

WHEREAS, the continued development and construction of a regional detention facility is a governmental function in which the contracting parties are mutually interested; and

WHEREAS, the City's Engineering Department has completed a Drainage Impact

Assessment demonstrating that a regional detention facility along the confluence of Mary's Creek at Clear Creek is a necessary drainage improvement that is beneficial to neighboring floodprone properties; and

WHEREAS, in November 2019, voters approved \$52,100,000.00 in general obligation (G.O.) bonds; and

WHEREAS, on April 6, 2020, the City Council approved the Schedule of Events for the issuance of the City of Friendswood General Obligation and Refunding Bonds, Series 2020; and

WHEREAS, issuance of these bonds included \$6,000,000.00 to be allocated towards drainage improvements; now, therefore,

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

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

2. **Purpose.** The purpose of this Agreement is to promote and protect public health, safety, and welfare by minimizing public and private losses resulting from flood conditions through the construction of the Imperial Estates In-line Detention Facility, the necessary drainage improvement as described above.

3. **City Responsibilities.**

A. The City shall pay the District \$5,500,000.00 for the continued construction and completion of the Imperial Estates In-line Detention Facility sized at a minimum of one thousand fifty-five (1,055) acre-feet for flood control, floodplain management, and flood damage prevention facility along the confluence of Mary's Creek at Clear Creek, with said detention facility described in **Exhibit A** attached hereto and made a part hereof for all purposes.

B. The City shall provide a lump sum payment within 30 days of the completed execution of this contract.

C. At the completion construction of the Imperial Estates In-line Detention Facility, the City shall reinstall park improvements that were displaced as a part of the project; which may include but it not limited to the frisbee golf course and a trail system.

D. The City shall maintain the park amenities, include the routine mowing of the grounds on which said amenities sit.

4. District Responsibilities.

A. The District shall construct the Imperial Estates In-line Detention Facility sized at a minimum of one thousand fifty-five (1,055) acre-feet originating at the confluence of Mary's Creek at Clear Creek and extending 6400 feet northward along Clear Creek until reaching the downstream boundary of FM-2351; while also extending upstream 1335 stream feet northwesterly along Mary's Creek. The invert of the inline detention feature shall begin at the high water mark line and slope upward at no greater than 1% until nearing the project limits, where a 4:1 horizontal to vertical minimum slope shall be maintained until the project ties in with the existing ground elevation. The existing bridge crossing Mary's Creek shall be demolished and replaced with a low-water crossing.

B. The District shall pay for the remainder of costs required to complete construction of the above-described Imperial Estates In-line Detention Facility sized at a minimum of one thousand fifty-five (1,055) acre-feet located along the confluence of Mary's Creek at Clear Creek to include clearing, excavation, and hydro-mulching.

C. The District shall use the Imperial Estates Drainage Impact Assessment the City has created to design and construct the Imperial Estates In-line Detention Facility, said assessment attached as **Exhibit B**.

D. Once installed, the District shall maintain outfall of the Imperial Estates In-line Detention Facility and any pilot channels/ancillary drainage components in perpetuity.

E. The District shall maintain and mow the detention facility, excluding any locations on which City park amenities sit.

5. Term. The primary term of this Agreement shall be for a period of 10 years, except for any obligations stated in this Agreement to be perpetual. The Agreement shall be automatically renewed for successive renewal terms of 10 years unless either party gives the other notice of non-renewal not less than thirty (30) days prior to the expiration of the primary term or any renewal term hereof. Notwithstanding the foregoing, either party may terminate this Agreement upon the giving of thirty (30) days prior written notice to the other.

6. Payments from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party

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

To the City of Friendswood:

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

To the Galveston County Consolidated Drainage District:

Galveston County Consolidated Drainage District
1605 Whitaker Drive
Friendswood, TX 77546-4178
Attn: Joseph Anderson

8. **Prior Agreements Terminated.** This Agreement is intended to be the complete and final understanding of the parties as to the subject matter of the Agreement, and all prior understandings or interlocal agreements between City and District as to the subject matter of the Agreement are of no force or effect.

EXECUTED in duplicate originals on the dates indicated.

[SIGNATURES ON FOLLOWING PAGE]

ATTEST:

CITY OF FRIENDSWOOD, TEXAS

By: _____
Melinda Welsh
City Secretary

By: _____
Mike Foreman
Mayor

ATTEST:

**GALVESTON COUNTY CONSOLIDATED
DRAINAGE DISTRICT**

By: _____
Kathy Grace
Administrative Manager

By: _____
Harold L. Whitaker
President



Exhibit A
Approximate Project Limits

- Parcels
- Parcels with in Project Limits
- Water Features
- Streets



0 0.02 0.04 0.08 Miles

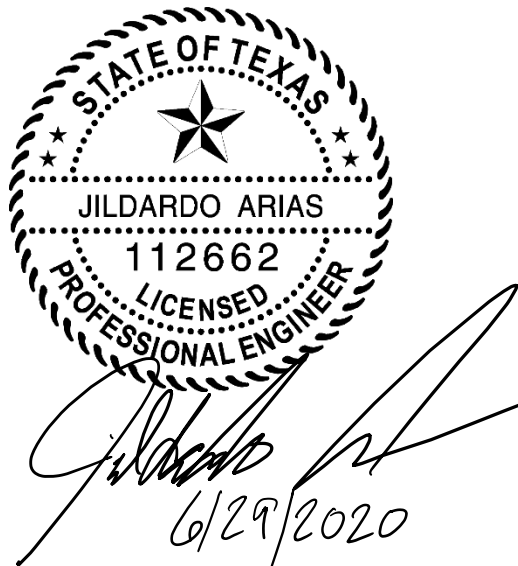


IMPERIAL ESTATES DRAINAGE IMPACT ASSESSMENT

ENGINEERING DEPARTMENT



City of Friendswood
Imperial Estates Drainage Impact Assessment



Imperial Estates Drainage Impact Assessment

1.0 PURPOSE OF STUDY

This report is a drainage impact assessment for the Imperial Estates Inline Detention Project located at the former Imperial Estates Subdivision in Friendswood, TX. The Imperial Estates Subdivision flooded extensively during Tropical Storm Claudette (1979), Tropical Storm Allison (2001) and Hurricane Harvey (2017). The subdivision is located at the confluence of Mary's Creek and Clear Creek within the Federal Emergency Management Association (FEMA) 100-year floodway. A special edition of "The News" written shortly after Claudette dated July 30, 1979 quoted, "In Imperial Estates, water reportedly went from 6 feet to the roofs of homes. Imperial Drive was one of the hardest hit streets in the city. Nearly all the homes were submerged to the roofs." Homes within the subdivision incurred repetitive losses and 39 of the homes were bought out by the City of Friendswood. The Galveston County Consolidated Drainage District (GCCDD) is creating an inline detention facility at the convergence of Mary's Creek and Clear Creek within their right of way along the creeks and the buyout properties that are owned by the City of Friendswood. This assessment is to determine potential impacts from the project along Clear Creek. While Mary's Creek was not studied, the assumed impacts of the project along Mary's Creek will also be presented.

1.1 PROJECT LOCATION

The project is located within the Clear Creek watershed which has a drainage area of approximately 197 square miles and encompasses four counties and 16 cities. The Imperial Estates inline detention project site encompasses approximately 50 acres and is located at the confluence of Mary's Creek and Clear Creek within the City of Friendswood in the Clear Creek watershed. The City of Friendswood owns thirty-nine properties and the Galveston County Consolidated Drainage District owns two properties along with the right of way along Clear Creek and Mary's Creek. **Figure 1, Figure 2 and Figure 3** depict the watershed and site maps for the project location. The Imperial Estates Project is located in National Flood Insurance Program (NFIP) Flood Insurance Rate Map (FIRM) Panel 48167C0012G for the City of Friendswood, Texas in Galveston County, Texas and incorporated areas. The project lies entirely in Zone AE (100-Year Floodway). The Effective Flood Insurance Rate Map Panel is included in **Appendix A, Figure 1**.

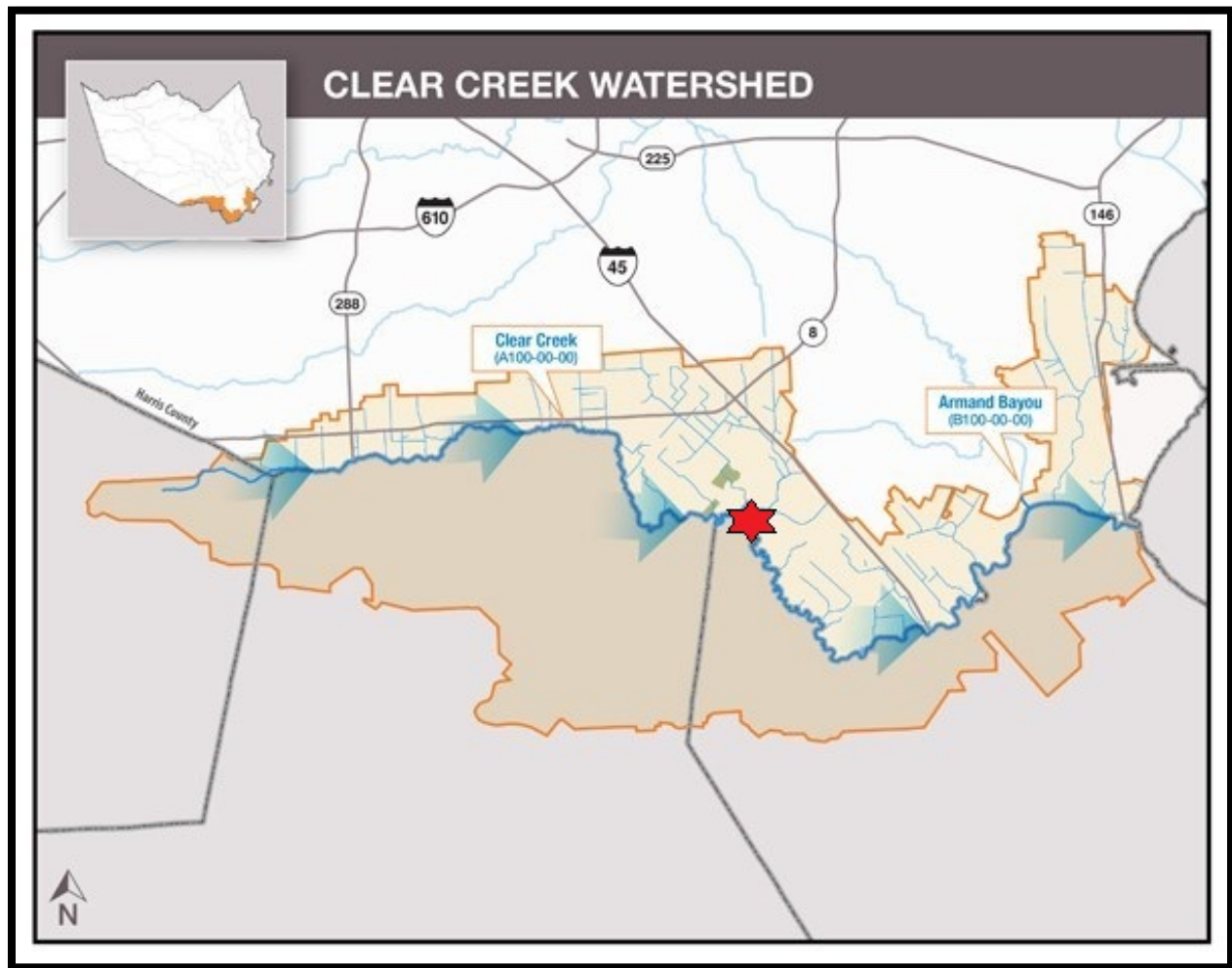


Figure 1: Imperial Estates Watershed Map

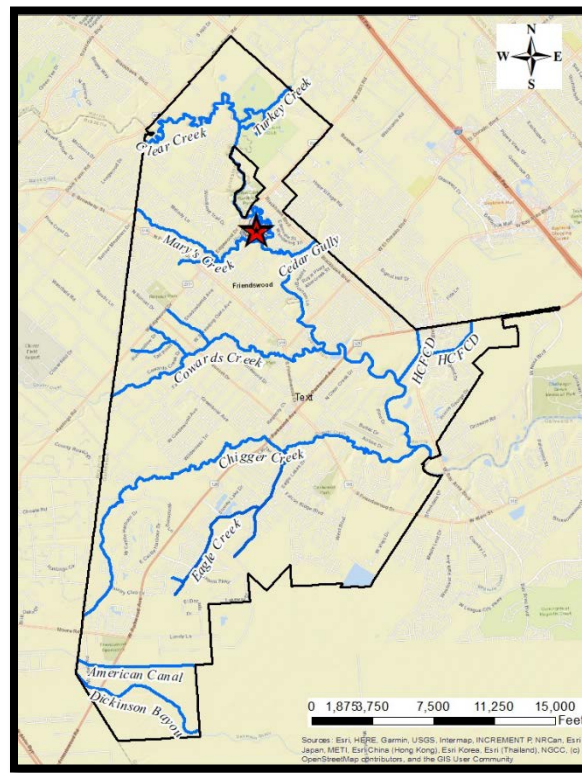


Figure 2: Vicinity Map – City of Friendswood

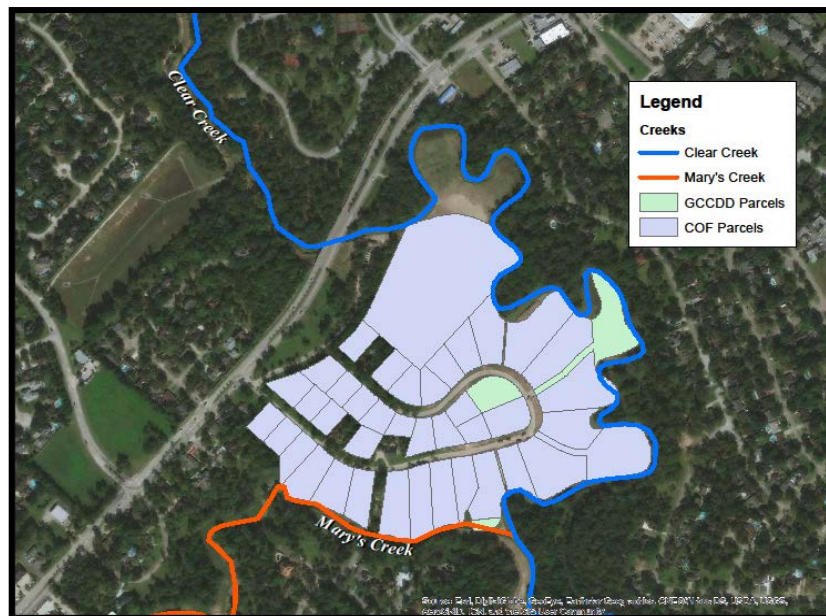


Figure 3: Imperial Estates Project Map

1.2 ACRONYMS

BAMS – Bulletin American Meteorological Society
DEM – Digital Elevation Model
FEMA – Federal Emergency Management Agency
HCFWS – Harris County Flood Warning System
GCCDD – Galveston County Consolidated Drainage District
HCFCD – Harris County Flood Control District
HEC-HMS – Hydrologic Engineering Center’s Hydrologic Modeling System
HEC-RAS – Hydrologic Engineering Center’s River Analysis System
H&H – Hydrology and Hydraulic
LIDAR – Portmanteau of Light and Radar
M3 – Model and Map Management
NOAA – National Oceanic and Atmospheric Administration
RASMAPPER – Hydrologic Engineering Center’s River Analysis System Mapper
SSPEED – Severe Storm Prediction, Education, and Evacuation from Disasters Center
TS – Tropical Storm
TSARP – Tropical Storm Allison Recovery Project
TWDB – Texas Water Development Board
USACE – United States Army Corps of Engineers
WSE – Water Surface Elevations

1.3 LIMITATIONS

There are inherent limitations for any water resources modeling project. The modeling is only as accurate as the survey and Lidar data used to model the watershed and stream. The Imperial Estates project is in the early construction stage and limited survey has been taken of the area. Once the Imperial Estates project is complete, a more in-depth survey of the site would be beneficial and H&H models updated accordingly. The Hydrologic Engineering Center’s Hydrologic Modeling System (HEC-HMS) and River Analysis System (HEC-RAS) watershed and riverine model developed for this project is based off the Harris County Flood Control District (HCFCD) Tropical Storm Allison Recovery Project (TSARP) Map and Model Management (M3) Federal Emergency Management Association (FEMA) approved model for Clear Creek dated 2007. **Table 1** shows a list

of known limitations. While some of these limitations may affect the results of the study, the order of magnitude of project impacts will be the same.

Table 1: Known Study Limitations

Survey / Lidar Data
One-Dimensional Steady Flow Model (Assumes one directional flow)
Downstream Boundary Condition Assumed Constant (Downstream boundary is actually tidal and varies)
Impervious flow Assumptions Based on Out of Date Conditions(Lots of development has occurred since 2007)
Uniform Rainfall Assumed
Tributaries Not Modeled

1.4 DATA COLLECTION

Construction Plans: Construction plans provided by Galveston County Consolidated Drainage District (GCCDD) are located in the **Appendix C**.

Precipitation Data: Precipitation data for frequency storms originated from National Oceanic Administration (NOAA) National Weather Service (NWS) Atlas 14 Point Precipitation Data and the historic storm data came from the Harris County Flood Warning System (FWS) gage system.

Frequency Storm Precipitation Data:

(https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=tx)

Historic Gage Data:

(https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=tx)

Topographical Data: 2018 Texas Water Development Board (TWDB) Lidar Digital Elevation Model (DEM) Coastal Texas was downloaded from the NOAA Digital Coast Viewer. Accuracy of the data is indicated below.

Source: NOAA Digital Coast Viewer

(<https://coast.noaa.gov/dataviewer/#/lidar/search/where:ID=8899>)

Vertical Accuracy: 4.8 cm; Tested for vertical root mean square error (RMSE)

Horizontal Accuracy: 100 cm; Not tested

1.5 MODEL SELECTION

The models selected for this assessment are the Tropical Storm Allison Recovery Project (TSARP) Federal Emergency Management Agency (FEMA) Effective Hydrologic Engineering Center's Hydrologic Modeling System (HEC-HMS) and Hydrologic Engineering Center's River Analysis System (HEC-RAS) models available through the Harris County Flood Control District's (HCFCD) Model and Map Management (M3) System. The HEC-HMS model is Version 3.3.0. The TSARP HEC-RAS model was downloaded and converted to Version 5.07 in order to utilize the new Hydrologic Engineering Center's River Analysis System Mapper (RASMAPP) for flood mapping capabilities.

The Rice University Severe Storm Prediction, Education, and Evacuation from Disasters Center (SSPEED) developed a Vflo hydrology model and their own HEC-RAS model for Clear Creek focusing on Friendswood in 2019. These models (referred to herein as the "Bedient Models") were used for project verification (discussed in a later section). The HCFCD TSARP models were chosen to model the project because they exhibited higher water surface elevations for the same event than the SSPEED models and were assumed to be more conservative in nature. Additionally, routing updates dependent on reconfiguring Clear Creek for additional storage capacity would be extremely time consuming using Vflo and due to time constraints, are not refined in the Bedient Models. For this modeling effort it was important to determine if the project would induce rise downstream. Additional reasons for using the TSARP model as the foundation for the Imperial Estates project include HCFCD's support of the model and that it has already been through extensive review as part of the FEMA approval process. The Bedient Models have not undergone a formal review process at this time from either public entity.

Water surface elevation and channel invert profiles for Clear Creek are compared for Hurricane Harvey from the Pre-Project (Existing) Condition TSARP Model (red line) and the Bedient Existing Condition Model (blue line in **Figure 4**). The Bedient Model has lower water surface elevations supporting the decision that the adjusted TSARP model is more conservative in predicting water surface elevations. The grey line shows the Tropical Storm Allison water surface elevation predicted by the Pre-Project (Existing) Condition TSARP Model.

1.6 FLOODING HISTORY

Friendswood has historically handled smaller rainfall events without incurring damages but does not fare as well during larger, higher return interval storm events. Friendswood is the "bottleneck" between Pearland (upstream) and League City (downstream). As development continues within the Clear Creek watershed and as Federal improvements are made upstream to channelize Clear Creek in Pearland, this bottleneck effect will be further accentuated when large storms strike.

The effects of climate change are becoming more apparent within the last forty years. An exercise conducted by the SSPEED Center (Rice University) looked at the current configuration of

Friendswood and analyzed the effect of historic storms if it was configured historically as it is now (**Figure 5**). Note in **Figure 5** that impactful storms are more frequent across the board since the 1970s. Numerous studies utilizing a variety of methods have now shown that tropical cyclones are carrying more rainfall and moving at slower speeds. Since 1949, hurricanes and tropical storms have slowed by approximately 10%. Several of these studies predict that the highest increase in rainfall due to global warming will occur in areas that historically have incurred the highest rainfall. Studies estimate that the most significant effects of climate change on tropical storms will be an increase in rainfall. **Figure 6** indicates predicted changes in climate due to a two degree Celsius rise in global temperature. Notice that storm magnitude and rainfall both increase with temperature rise. Friendswood is incurring catastrophic flooding on an average of every fifteen years now. These catastrophic storms will become more frequent and last longer with heavier precipitation if climate trends continue.

Some of the most significant storms to the City of Friendswood in the last half-century are described below.

Tropical Storm Claudette (1979). Tropical Storm Claudette dropped over thirty (30) inches of rainfall in Friendswood in less than twenty-four (24) hours. In nearby Alvin, Texas, 42 inches of rainfall was measured in less than a twenty-four (24) hour period, a then-record for the highest rainfall amount within a twenty-four (24) hour period of any storm within the United States. In Friendswood, Claudette caused damage similar to Hurricane Harvey with inundation of several neighborhoods that have since incurred repetitive losses including Imperial Estates, Annalea, Quakers Landing, Windsong, and Sunmeadow. According to 'The News' periodical dated July 30, 1979, "So much water was swept into Mary's Creek at the height of the storm that the current reversed itself."

Tropical Storm Allison (2001). Tropical Storm Allison made landfall near Galveston, Texas on June 5th, 2001 and made landfall again near Morgan City, Louisiana on June 10th after slowly drifting back into the Gulf of Mexico. At the Port of Houston rainfall totals peaked at 36.9 inches. Tropical Storm Allison was the most costly tropical storm in US History at the time of its impact. The Harris County Flood Warning System showed rainfall of 21.89 inches in Friendswood. While the actual precipitation that fell over Friendswood was not as high as other parts of Houston, runoff into creeks from areas that receive higher rainfall still had great impact on the City of Friendswood as creeks swelled. After Tropical Storm Allison, the City of Friendswood bought out 136 homes which had suffered severe repetitive losses.

Hurricane Harvey (2017). Hurricane Harvey made land near Rockport, Texas as a Category 4 hurricane on August 25th, 2017. Hurricane Harvey poured over forty (40) inches of rain across the City of Friendswood and almost fifty (50) inches at the Location 110 Clear Lake at I-45 Harris County Flood Control Gage (See **Figure 7**). Harvey was the longest Texas land falling hurricane on record. The slow movement of Harvey from August 26th to August 30th caused widespread devastating flooding. Hurricane Harvey was the most extreme precipitation event in the United States on record. In Friendswood there were 2800 homes damaged and over 1000 rescues. Three years later homes and businesses are still recovering.

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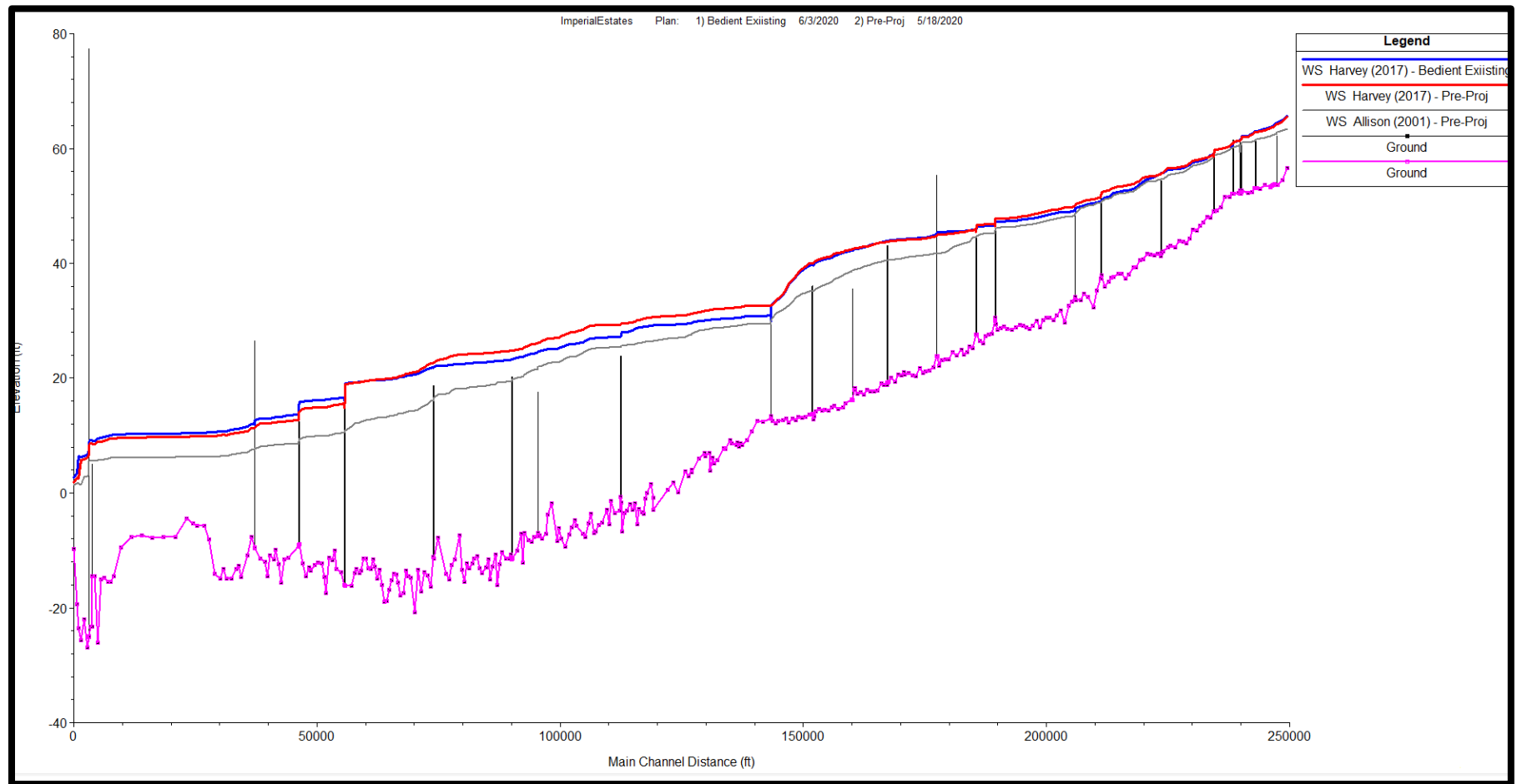


Figure 4: Hurricane Harvey Water Surface Elevation Profile (Bedient Model vs. TSARP Model)

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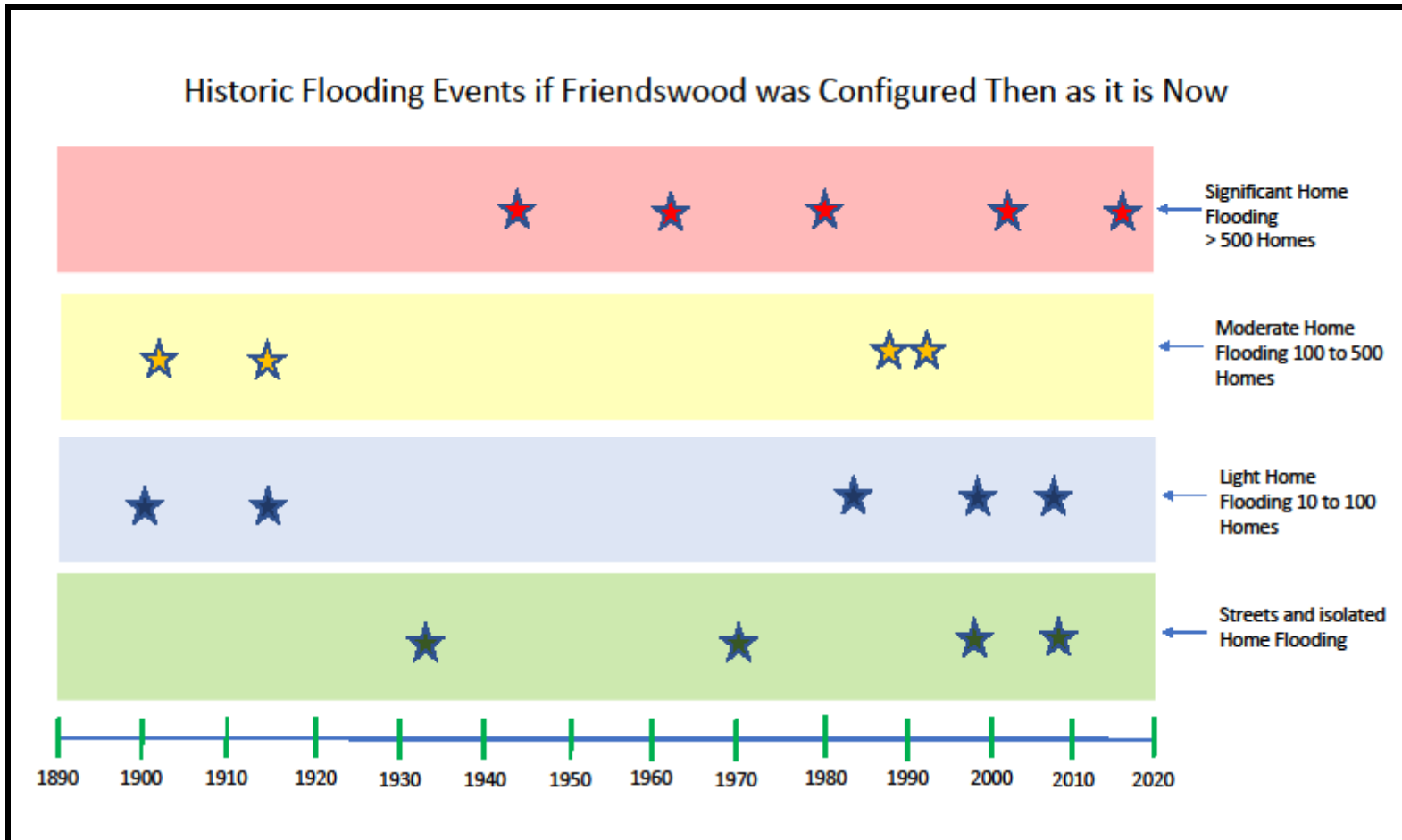


Figure 5: History of Major Storms in Friendswood (Irma not Included)

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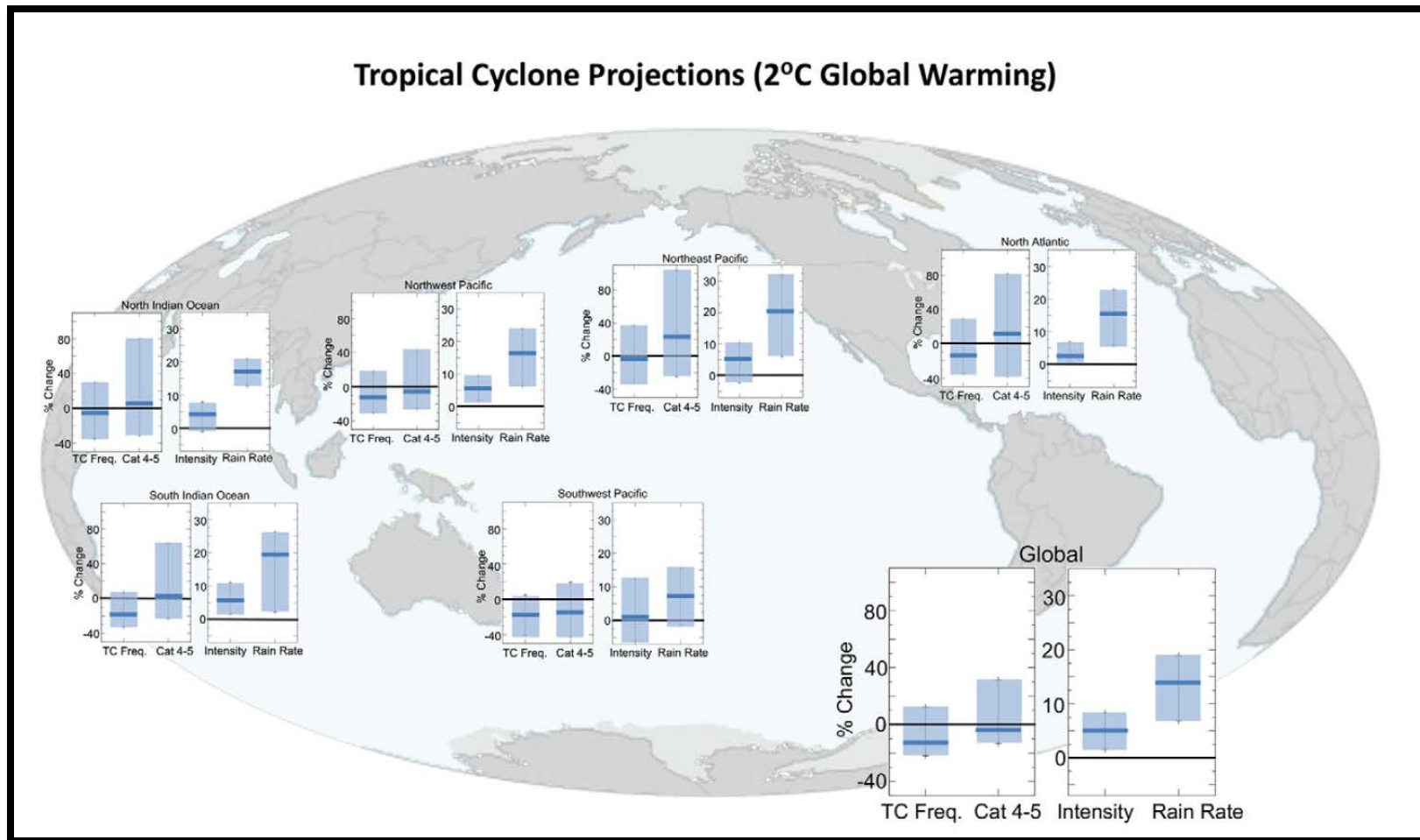


Figure 6: Tropical Cyclone Projections (2° Global Warming) courtesy of American Meteorologist Society BAMS March 2020

1.7 HYDROLOGY

The hydrology for this study was modeled in HEC-HMS Version 3.3.0 using the TSARP M3 model (2007). Five return events and two historical storms were assessed – the 10-year, 25-year, 50-year, 100-year, 500-year frequency events and Tropical Storm Allison (2001) and Hurricane Harvey (2017). The return events used Atlas 14 precipitation data for a 24 hour duration and the historic storm events used gage data from the Harris County Flood Warning System. The HEC-HMS model utilizes the Green and Ampt loss method and the Clark Unit Hydrograph transform method for routing from each subbasin. The Modified Puls method is utilized for reach routing. No losses are assumed within the reaches. The HEC-HMS basin layout (depicting subbasins, routing reaches and junctions) is shown in **Figure 10**.

1.7.I. Precipitation

Precipitation for five return intervals was assessed using Atlas-14 point precipitation rainfall data available from the National Oceanic Administration National Weather Service Hydrometeorological Design Studies Center Precipitation Frequency Data Server (located at the following link https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=tx). **Table 2** indicates the 10-year, 24-hour, 25-year, 24-hour, 50-year, 24-hour, 100-year, 24 hour, and 500-year, 24 hour precipitation values used in the Existing Condition and Proposed Condition hydrologic models for this analysis. The original TSARP design rainfall from 2007 is shown in comparison (on the left hand side of the table). The TSARP 14 rainfall values are significantly higher. They were developed in 2019 and take into account recent storm events such as Hurricane Harvey.

Precipitation gage data for historic storm events came from the Harris County Flood Warning System. Gages available in the Friendswood city limits are shown in **Figure 7**. HCFCD has a comprehensive system of 177 gages throughout Harris County and surrounding areas that monitor precipitation and water levels in streams and bayous. These gages begin collecting data once the gage has 0.04 inches of rainfall and document every 0.1 foot rise in streams and bayous. Rainfall does not typically vary uniformly and therefore gages show varying rainfall amounts for a single event. For this analysis a single gage was chosen to represent each historic event modeled. The gages chosen to represent each event were selected based on the thoroughness of the rainfall record and which gage collected the highest amount of precipitation. The gage chosen for the Tropical Storm Allison event is Location 130 Clear Lake at Bay Area Boulevard (**Figure 8**) and the gage chosen for Hurricane Harvey is Location 110 Clear Lake at I-45 (**Figure 9**). The precipitation totals were 21.89 inches and 48.20 inches respectively. For both storms, rainfall data for 15 minute increments was downloaded and entered into the HEC-HMS model. The HEC-HMS model was run longer than the duration of each storm to make sure that the peak flow values were captured.

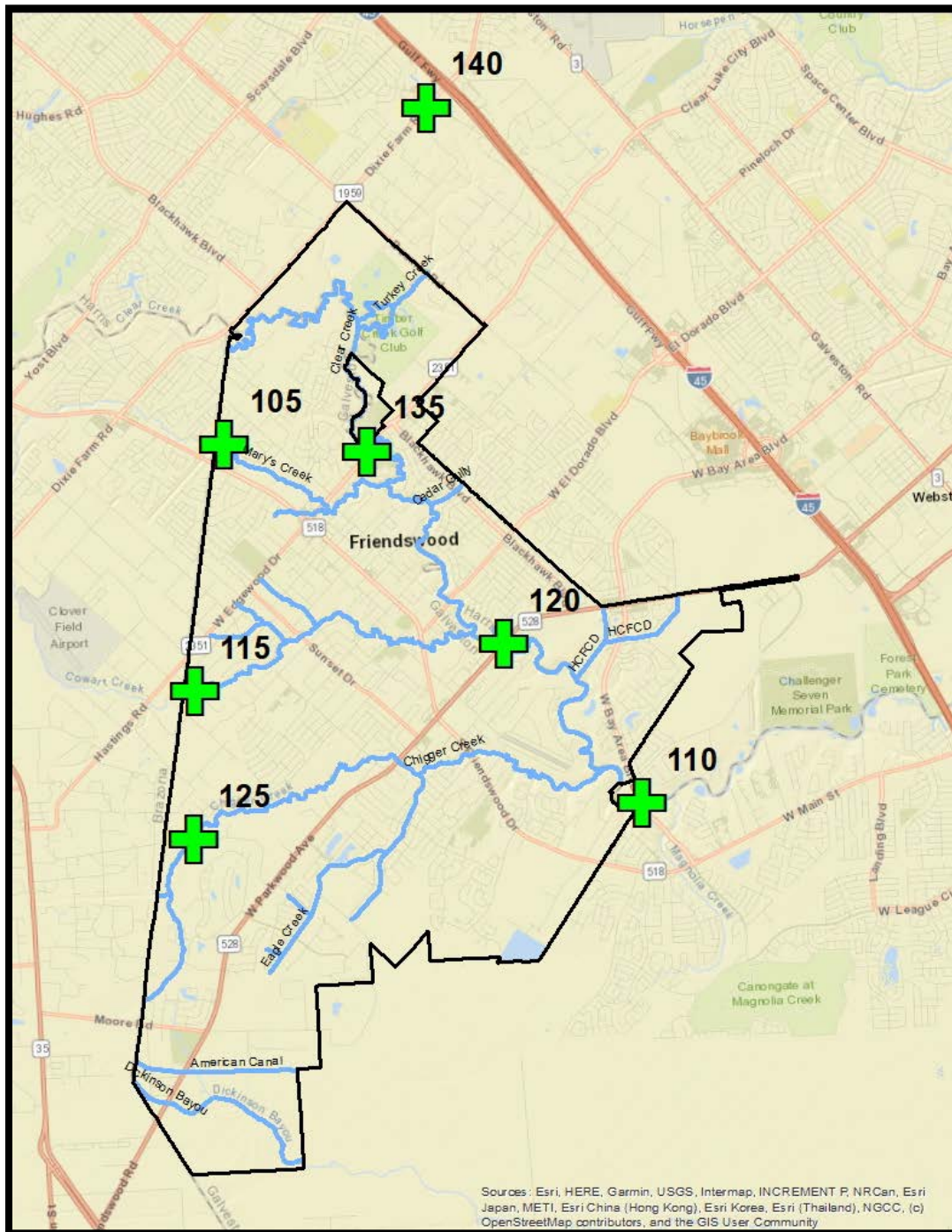


Figure 7: Harris County Flood Control District (HCFCF) Flood Warning System Gages in Friendswood

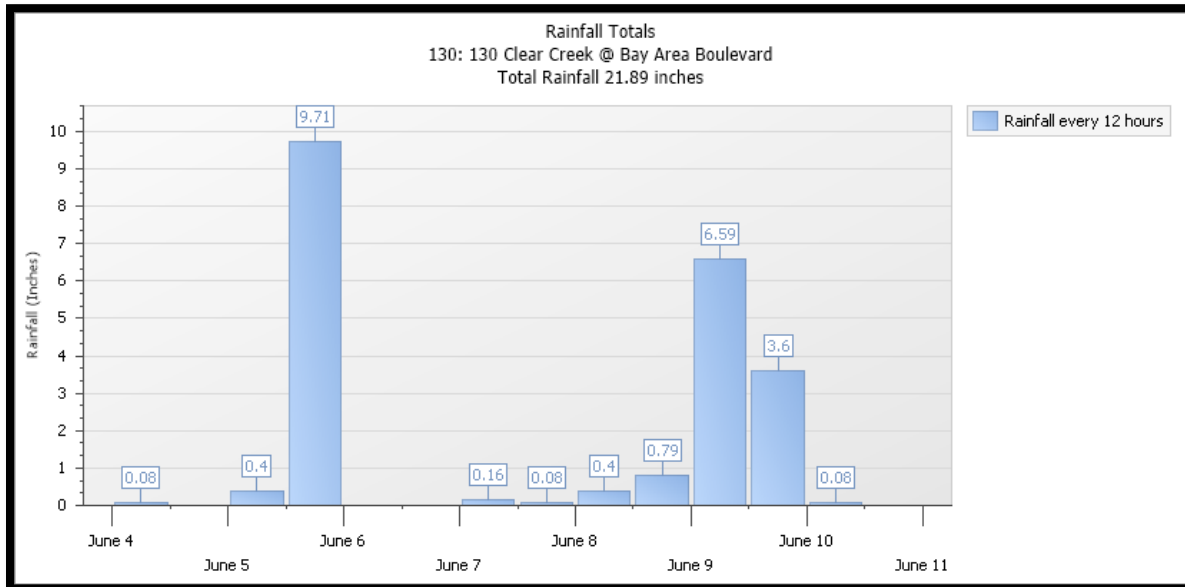


Figure 8: Tropical Storm Allison Precipitation at Gage 130: Clear Creek at Bay Area Boulevard (Total Rainfall 21.89 inches)

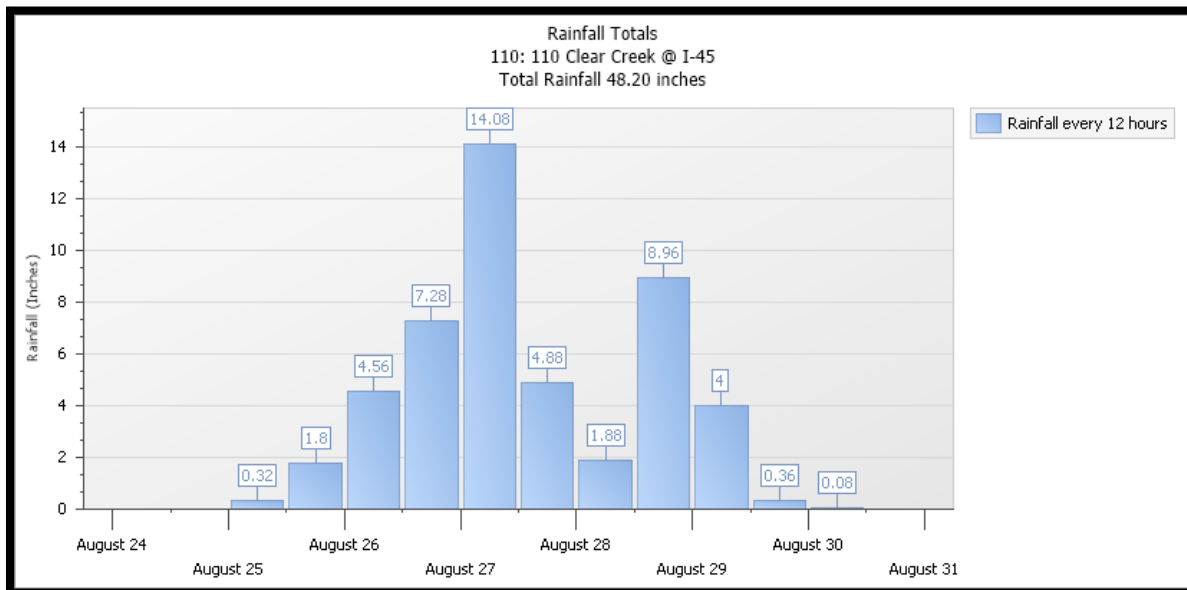


Figure 9: Hurricane Harvey Precipitation at Gage 110: Clear Creek at I-45 (Total Rainfall 48.20 inches)



Table 2: TSARP and TSARP 14 Precipitation

Duration	TSARP Rainfall				TSARP 14 Rainfall (Post Hurricane Harvey)				
	10-Year	50-Year	100-Year	500-Year	10-Year	25-Year	50-Year	100-Year	500-Year
5 Minutes (IN)	0.9	1.1	1.2	1.4	0.891	1.07	1.21	1.36	1.72
15 Minutes (IN)	1.5	1.9	2.1	2.5	1.79	2.14	2.42	2.7	3.42
1 Hour (IN)	2.9	3.8	4.3	5.5	3.44	4.14	4.67	5.24	6.89
2 Hour (IN)	3.7	5	5.7	7.7	4.53	5.63	6.53	7.55	10.5
3 Hours (IN)	4.2	5.9	6.8	9.4	5.24	6.66	7.87	9.25	13.3
6 Hours (IN)	5.3	7.7	9.1	13.1	6.52	8.45	10.2	12.2	18.1
12 Hours (IN)	6.4	9.5	11.1	15.9	7.83	10.3	12.5	15	22.6
1 Day (IN)	7.8	11.6	13.5	19.3	9.26	12.2	14.9	17.9	26.9

1.7.II. Existing (Pre-Project) Condition Hydrology

For this study, the Existing Condition (Pre-Project) hydrology model uses the same basin model as the TSARP FEMA approved Clear Creek M3 HEC-HMS model (**Figure 10**). The meteorological (or precipitation data) was updated to TSARP-14 rainfall values derived from the Atlas 14 point precipitation data developed in 2019 by NOAA shown in **Table 2**. The HEC-HMS model simulates the precipitation-runoff to develop flows at selected points throughout the Clear Creek watershed along Clear Creek. These flow values are entered as steady flow data for the hydraulics model discussed in **Section 1.8**.

The flows produced for the Existing Condition hydrology model are located in **Appendix A in Table 1**. The left hand side of the table shows the flows from the original TSARP model and the right hand side of the table shows the TSARP-14 flows used in this analysis. Flows were run for five synthetic storms: 10-year, 25-year, 50-year, 100-year, and 500-year events and for two historical storms: Tropical Storm Allison (2001) and Hurricane Harvey (2017). The flows are noticeably higher than those from the current FEMA TSARP model (2007).

1.7.III. Proposed (Imperial Estates Project) Condition Hydrology

The Proposed Condition hydrology model uses the same meteorology data as the Existing Condition model (the TSARP 14 rainfall). However, the basin model includes adjustments to the routing reach storage tables to accommodate the geometry changes made to the channel in the Proposed Condition hydraulic (HEC-RAS) model. The following reaches were modified in the Proposed Condition HEC-HMS to accommodate the changes in routing by the project: 1024_R, 1070_R, and 1232_R. **Figures 2, 3, and 4 in Appendix A** show the changes in the storage curves from the Existing to Proposed Condition.

The rainfall-runoff process was simulated and the resulting flows for the Proposed Condition are located in **Table 2 in Appendix A**. The left hand side of the table shows the flows from the original TSARP model and the right side shows the Proposed Condition flows developed using TSARP-14 rainfall.

1.8 HYDRAULICS

For this modeling effort, the 2007 FEMA TSARP steady state HEC-RAS model was converted from HEC-RAS Version 3.0.1 to Version 5.0.7 in order to use the RASMAPPED feature. The model uses the NAVD 1988 vertical datum with a 2001 datum adjustment. A picture of the HEC-RAS basin model layout is provided in **Figure 11**.

1.8.I. Existing Condition

Overview. The HCFCD M3 Clear Creek A100-00-00 HEC-RAS model (dated 2007) was converted to run in Version 5.0.7. The original model utilized overlapping blocked flows in several cross sections. These overlapping blocked flows were corrected. The Existing Condition flows developed in HEC-HMS were entered as steady flow data in the HEC-RAS model. **Table 1 in Appendix A** exhibits these flows as they relate to each cross section station within the model. The Existing Condition model was run for the 10-year, 25-year, 50-year, 100-year, and 500-year frequency events and two historical events: Tropical Storm Allison (2001) and Hurricane Harvey (2017). The resulting Existing Condition water surface elevations (WSE)s are shown in **Table 1 in Appendix B**.

1.8.II. Proposed Condition

The Imperial Estates Inline Detention project involves demolition, excavation, and grading of the Imperial Estates neighborhood to provide inline detention along Clear Creek and Mary's Creek. Four remaining structures are preserved and utilities are adjusted to accommodate these structures. AutoCAD drawings of the Imperial Estates Inline Detention Project provided by the Galveston County Consolidated Drainage District (GCCDD) are located in **Appendix C**. The channel is sloped at a 1% incline from the high water mark survey points shown on the drawings. As the project limits are approached, a 4:1 (horizontal: vertical) slope is used to transition the project. By terracing the channel from the high water mark, the need for obtaining any permits is avoided.

Geometry Changes. The geometry for the inline detention basin was incorporated into the HEC-RAS model using the drawings and input provided by GCCDD. The following cross sections were modified: 12198.7, 111295.8, 110479.3, 110033.0, 109598.1, 108588.6, 107933.1, 107243.0, 106986.3, and 106343.5. The channel was sloped at a 1% incline from the high water mark from Mary's Creek and Clear Creek and then at a 4:1 horizontal to vertical slope to match existing grade at the culmination of the detention basin. **Figures 1 through 10 in Appendix B** depict the geometry changes. The pink line reflects the Existing Condition channel geometry and the black line reflects the Proposed Condition geometry for the Imperial Estates Inline Detention.

Contraction and Expansion Coefficients. Standard contraction and expansion loss values of 0.1 and 0.3 are used in the hydraulic model to represent contraction and expansion of flow between cross sections. At the upstream and downstream portion of the Imperial Estates project (cross sections 12198.7 and 106343.5), these values were set as 0.3 and 0.5 to reflect the rapid contraction and expansion induced at the start and finish of the project.

Volume. The total cut volume for the terracing was assessed using the average end area method (see formula below). The cut area was calculated at each cross section where geometry changes occurred. The length between each cross section was multiplied by the average of the cut area

upstream and downstream. Finally the volume calculated in each reach was summed. The total volume of in situ cut calculated is approximately 1055 cubic yards.

$$\sum Volume = \frac{(Area\ 1 + Area\ 2)}{2} \times Length$$

Channel Roughness. At each cross section, Manning's n-values were assigned to represent various types of ground coverage corresponding to friction effects. Higher values indicate areas of high friction (trees, boulders) and lower n-values represent channels clear of debris, and lower in friction. The completed inline detention area is expected to be free of shrubbery and trees and regularly maintained and mowed. The n-values throughout the detention basin in the Proposed Condition hydraulic model were lowered to 0.041 to represent well maintained channel overbanks. This is a conservative value for grass lined creeks and correlates with the existing channel values from the TSARP Clear Creek (2007). The reduction in n-values is a primary contributor along with geometry changes to the impacts of the project on the surrounding WSE's.

Storage Adjustments. The geometry changes within the channel footprint affect the available storage volume at and upstream of the project. This increased storage in the hydraulic model was used to update the storage curves for each impacted routing reach in the HEC-HMS model and the flow values were recalculated. The new flows were then updated in HEC-RAS and the model was rerun to accurately reflect the project impacts. The resulting increases in downstream water surface elevation when the adjusted flows were rerouted through HEC-RAS are minimal (on the order of hundredths of a foot). Mitigation will be required to meet no rise requirements due to increased flows downstream of the project limits. Water surface elevation adjustments (decreases and increases) resulting from the project are shown for each of the frequency and historical storm events modeled in **Appendix B, Table 1.**

1.9 RESULTS

Clear Creek. The maximum changes in water surface elevation are displayed for each frequency or historical storm event below in **Table 3. Table 1 in Appendix B** compares Existing Condition (Pre-Project) and Proposed Condition (With Project) water surface elevations for synthetic and historical events at each cross section in the Clear Creek watershed. For cross sections showing a decrease in water surface elevation, the difference is highlighted in green and for cross sections showing a rise in water surface elevation the difference is highlighted in red. There are two locations where the methodology used to calculate the bridge and/or the placement of ineffective flow values is affecting the water surface elevations produced for the Proposed Condition. This is occurring for large events only: the 500-year and Hurricane Harvey at IH-45 (Station 55625) and State Highway 3 (Station 46224). The rise upstream of these bridges should match the rise at surrounding cross sections.

For smaller storm events (10-year 24 hour, 25-year, 24 hour) the reduction in water surface elevation at the project site is higher (-0.34 feet to -0.30 feet) and rise induced downstream by the project is almost negligible 0.01 feet). For larger storm events the reduction in water surface elevation at and upstream of the project site is lower (-0.23 feet) and rise induced downstream is minimal (0.07 to 0.09 feet), mitigation of which would require offline detention or a restrictor. **Table 3** summarizes the maximum reduction in water surface elevation at the project site and the maximum rise in water surface elevation downstream of the project for each storm event analyzed.

The reduction in water surface elevation (WSE) extends approximately 20,000 feet upstream from the project site with diminishing returns as the distance from the project site increases. This is observable in **Figure 13**, which compares the Existing and Proposed Condition WSE profiles for Tropical Storm Allison and Hurricane Harvey. The rise downstream is not observable when looking at the WSE profile but begins immediately downstream of the project site and appears to grow larger around 10,000 feet downstream. The larger the storm event, the farther the rise downstream.

RASMAPP, a feature of HEC-RAS Version 5.0.7 was used to make flood maps for the Existing Condition and Proposed Condition using Tropical Storm Allison (2001) and Hurricane Harvey (2017) rainfall. The 2018 Digital Coast LIDAR data was used in conjunction with the WSEs calculated in HEC-RAS to calculate the water depths for the Existing and Proposed Conditions for these events. (Flood maps located in **Appendix D**). The blue layer shows the Existing Condition and the red layer shows the Proposed Condition floodplains. Since the floodplains are overlaid, the blue indicates the area that will no longer flood due to the Imperial States project.

Mary's Creek. Although Mary's Creek was not modeled for this effort, it can be assumed that decreases in WSE will be on the same order of magnitude or even greater than decreases along Clear Creek. The flows in Mary's Creek are lower in magnitude than those on Clear Creek; therefore a larger percentage of the overall flow is being diverted.

Table 3: Water Surface Elevation (WSE) Increase/Decrease for Imperial Estates Project

	Atlas-14 Synthetic Storms					Historical	
	10-Year	25-Year	50-Year	100-Year	500-Year	TS Allison	Harvey
Maximum Decrease WSE	-0.34	-0.3	-0.26	-0.25	-0.23	-0.29	-0.23
Maximum Increase WSE	0.01	0.04	0.05	0.07	0.07	0.02	0.09

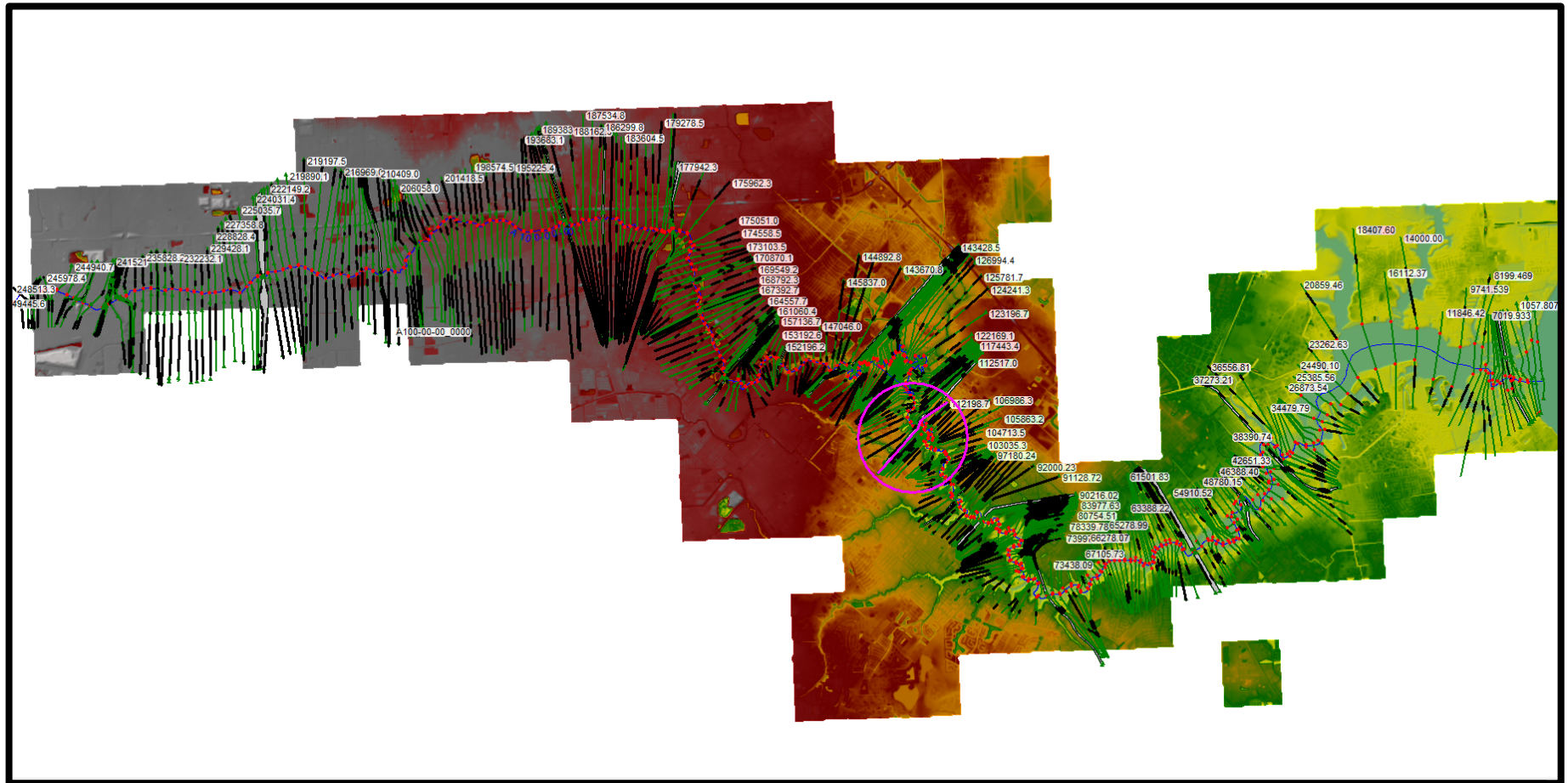


Figure 11: Imperial Estates HEC-RAS Geometry Plan

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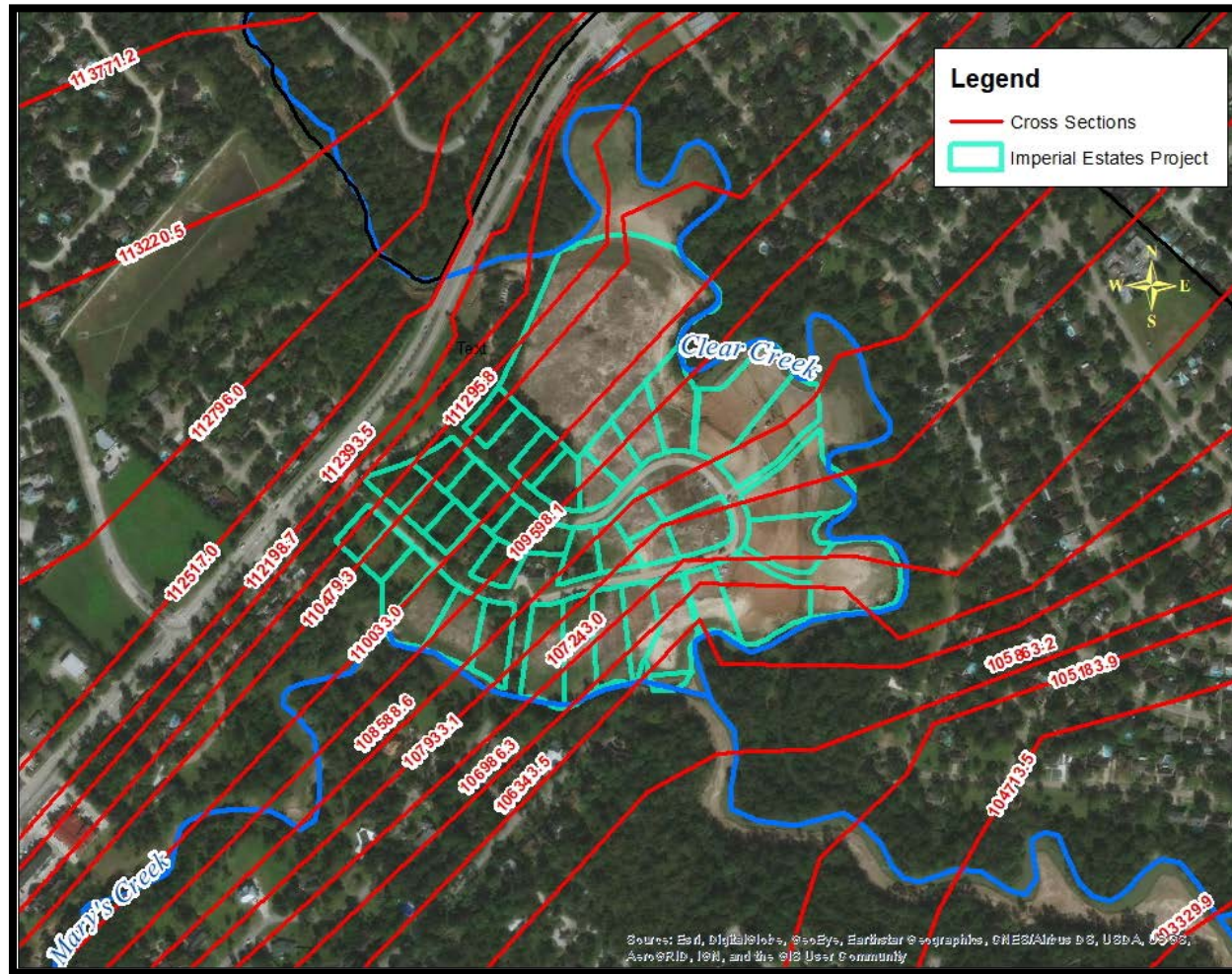


Figure 12: HEC-RAS Cross Sections at Imperial Estates

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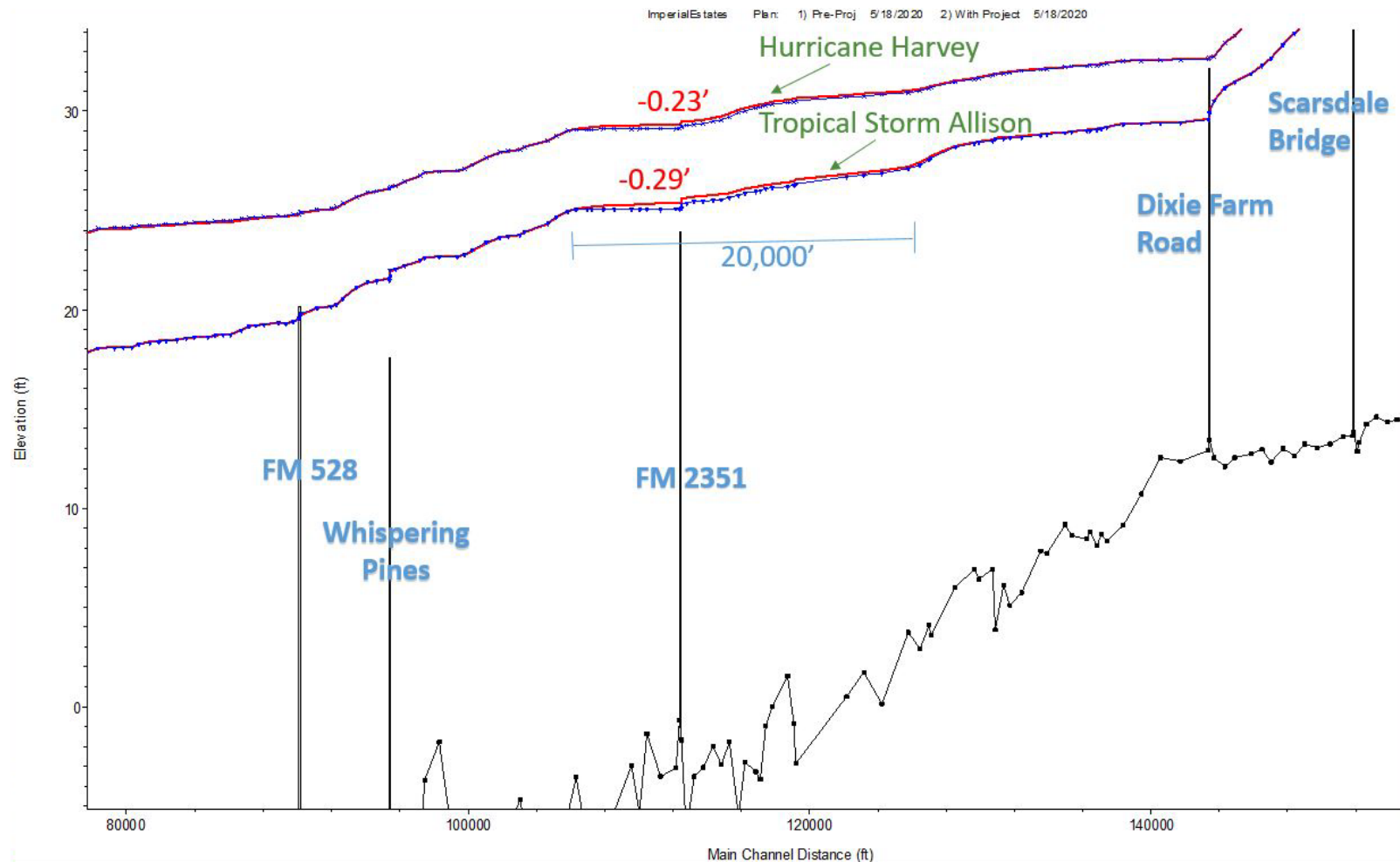


Figure 13: Water Surface Elevation Profile (Existing versus Proposed Project)

1.10 VERIFICATION

The Imperial Estates Inline Detention project was modeled within the HEC-RAS model produced by PB Bedient & Associates to verify that the effects of the project were comparable in order to lend further weight to the model accuracy. The hydraulic changes for Imperial Estates were copied into the PB Bedient and Associates HEC-RAS model and the results for the Existing and Proposed Conditions plans were compared for the 100-year TSARP 14, Tropical Storm Allison and Hurricane Harvey meteorological events. The reduction in water surface elevation from the Existing (Pre-Project) condition to the Proposed (With Project) condition were within hundredths of a foot of the results seen using the HCFCD TSARP HEC-RAS models.

The routing methodology used in the PB Bedient & Associates study does not allow for routing to be updated in order to reflect changes in channel geometry. Thus it was not possible to verify the downstream effects of the Imperial Estates project using this model. Bedient's report discussed limitations of his study in detail and expressed that for terracing projects in particular "the drastic increase in channel capacity and added storage during a flood event would alter the peak flows observed along and past the terraced segment. In other words the current modeling method could not account for the actual channel hydrodynamics (i.e., hydraulic routing)." It can be assumed that a similar decrease in water surface elevation upstream would have resulted in a similar decrease in water surface elevation downstream if the Bedient model had correctly captured flow increases from the Imperial Estates project.

1.11 CONCLUSIONS

The project results in a decrease in water surface elevation of 0.23 to 0.34 feet at the site of the project that extends upstream for approximately 20,000 feet with diminishing returns. Maximum reductions in WSE occurs at FM 2351. There is a slight rise in water surface elevation downstream of the project site on the order of magnitude of hundredths of a foot. This will need to be mitigated and further hydraulic analyses are recommended to determine what type of mitigation is needed. The mitigation will likely need to include some type of weir or restrictor or offline detention. Experimentation during the analysis indicated that any reduction in rise downstream due to increasing Manning's n-values negated the benefits seen by the project.

1.11 RESOURCES

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APPENDIX A

HYDROLOGY

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Figure 1: FEMA Effective Flood Insurance Rate Map Panel 48167C0012G



Revised: 06/09/2020

Appendix A

Table 1: Pre Project (Existing Condition) Flows

HMS Junction	RS	EXISTING TSARP FLOWS				TSARP 14 FLOWS - Run through HEC-RAS					Historical Events	
		10PCT_10yr	2PCT_50yr	1PCT_100yr	0.2PCT_500yr	10PCT_10yr	4PCT_25yr	2PCT_50YR	1PCT_100yr	0.2PCT_500yr	TS Allison (2001)	TS Harvey (2017)
A1000000_2494_J	249445.6	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	964.3	2036.7
A1000000_2494_J	247470.2	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	245978.4	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	243897.7	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	242220.2	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	241521	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	239967.4	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	239432.8	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2834.6	846.8	2036.7
A1000000_2385_J	238465.7	422	821	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	237689.3	440	821	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	236608.9	453	821	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	235828.2	476	821	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	234461.3	489	832	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	233734.5	503	853	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	232999.9	517	876	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2322_J	232232.1	531	898	1103	1925	866.9	1244	1116.2	1894.1	3460.6	1345.1	2921.4
A1000000_2228_J	231533.3	1122	1902	2382	3951	866.9	1244	1608.1	3245.4	6386.4	1345.1	2921.4
A1000000_2228_J	222868.7	1138	1902	2382	3951	866.9	1244	1608.1	3245.4	6386.4	1345.1	2921.4
A1000000_2199_J	219890.1	1154	1902	2382	3951	1423.1	2154.2	3222.1	4236.4	7641.6	2579.2	6349.5
A1000000_2228_J	216969	1166	1902	2382	3951	1423.1	2154.2	3222.1	4236.4	7641.6	2579.2	6349.5
A1000000_2147_J	214705.8	1880	3105	3826	6201	1308.8	2135.2	3399.3	4586.7	8513.6	2846.3	7499.5
A1000000_2147_J	209667.7	2016	3248	4006	6544	1308.8	2135.2	3399.3	4586.7	8513.6	2846.3	7499.5
A1000000_2143_J	204504.6	2144	3379	4170	6860	1308.8	2135.2	3399.3	6146.5	11618.4	3706.2	9902.6
A1000000_1999_J	199968	2203	3438	4244	7002	2427.1	3439	4723.4	6461.7	11634.6	4015.5	9902.6
A1000000_1999_J	197996.2	2203	3438	4244	7002	2427.1	3439	4723.4	6461.7	11634.6	4015.5	9902.6
A1000000_1999_J	192943.9	2203	3438	4244	7002	2427.1	3439	4723.4	6461.7	11634.6	4015.5	9902.6
A1000000_1999_J	188162.9	2203	3438	4244	7002	2427.1	3439	4723.4	6461.7	11634.6	4015.5	9902.6
A1000000_1999_J	184837.1	2203	3438	4244	7002	2427.1	3439	4723.4	6461.7	11634.6	4015.5	9902.6
A1000000_1793_J	179278.5	2982	4553	5376	7991	2045.9	2879.6	3951	5222.4	9827.6	3897.7	11872.7
A1000000_1601_J	165983.9	2982	4553	5376	7991	2045.9	2879.6	3951	5222.4	9827.6	3897.7	11872.7
A1000000_1601_J	160102.4	2982	4553	5376	7991	3249.2	4064.6	5176.8	6542.7	11121.8	4998.7	14575.1
A1000000_1601_J	154437.2	2982	4553	5376	7991	3249.2	4064.6	5176.8	6542.7	11121.8	4998.7	14575.1
A1000000_1601_J	148981.8	2982	4553	5376	7991	3249.2	4064.6	5176.8	6542.7	11121.8	4998.7	14575.1
A1000000_1601_J	141725.5	2982	4553	5376	7991	3249.2	4064.6	5176.8	6542.7	11121.8	4998.7	14575.1
A1000000_1601_J	136801.7	2982	4553	5376	7991	3249.2	4064.6	5176.8	6542.7	11121.8	4998.7	14575.1
A1000000_1296_J	129631	4361	6766	7901	10572	3575.1	4342.5	5231.7	6426.4	10770.6	5101.8	14913.2
A1000000_1271_J	128562	4361	6766	7901	10572	3575.1	4342.5	5231.7	6426.4	10770.6	5101.8	14913.2
A1000000_1271_J	127103.5	4361	6766	7901	10572	3575.1	4342.5	5231.7	6426.4	10770.6	5101.8	14913.2
A1000000_1271_J	125781.7	4361	6766	7901	10572	3575.1	4342.5	5231.7	6426.4	10770.6	5101.8	14913.2
A1000000_1271_J	124241.3	4361	6766	7901	10572	3575.1	4342.5	5231.7	6426.4	10770.6	5101.8	14913.2
A1000000_1232_J	123196.7	6999	10803	12497	17621	5859.7	7418.8	8882.6	10307.3	14132.1	7688.3	18370.9
A1000000_1070_J	111295.8	7051	10875	12587	17798	9633.5	12645.6	15147.5	17760.1	25827.2	13009.3	24327.6
A1000000_1052_J	106343.5	9343	14080	16162	22566	12205.8	15881.3	19127.5	22611.7	33174.9	16222.1	31556.3
A1000000_1024_J	103329.9	9428	14181	16282	22763	12169.3	15817.8	19043.3	22530.2	33077	16153.6	31472.3
A1000000_0935_J	93497.69	11980	18188	20934	29187	12264.3	15917	19152.7	22662.6	33270.1	16234.9	31765
A100000_0783_J	77642.36	13201	19868	22891	30896	16103.6	18863.6	22293.9	26391.1	39006.7	19394.1	39050.4
A1000000_0728_J	72765.55	13562	20517	23659	31516	16609.7	19928.3	23175.8	27373.7	40286	19394.1	42548.7
A1000000_0615_J	61501.83	13563	20518	23660	31516	16658.7	20434.3	23598.9	27814.4	40773.5	22103.4	44459
A100000_0577_J	55615.42	14037	21289	24535	32653	17178.8	20433.9	23590.3	27796.9	40717.4	22148.8	44766.2
A1000000_0373_J	36556.81	14051	21317	24557	32752	17488.7	21096.7	25301.4	29172.9	41050.5	23252.5	47720.7
A1000000_0308_J	30794.12	14229	21633	24879	33496	17487.8	21102.4	25491.1	29232	41042.6	23381.2	49810.7
A1000000_0209_J	20859.46	20938	35377	42013	64503	16521.9	21285.7	25413.5	29411.7	40822.5	23593.8	51677.2
A1000000_0184_J	18407.6	20938	35377	42013	64575	25137.8	34112	43072.8	52650.1	88898.3	36755.1	87692.9
A1000000_0161_J	16112.37	22481	38995	47042	72745	24109.5	33487.2	42246.5	51159.5	84103.9	34421.3	85387.1
A1000000_0140_J	14000	22481	38995	47042	72745	24109.5	33487.2	42246.5	51159.5	84103.9	34421.3	85387.1
A1000000_0140_J	9741.539	22481	38995	47042	72745	24109.5	33487.2	42246.5	51159.5	84103.9	34421.3	85387.1

Table 2: Imperial Estates (Proposed Condition) Project Flows

HMS Junction	RS	EXISTING TSARP FLOWS				TSARP 14 FLOWS - Run through HEC-RAS					Historical Events	
		10PCT_10yr	2PCT_50yr	1PCT_100yr	0.2PCT_500yr	10PCT_10yr	4PCT_25yr	2PCT_50YR	1PCT_100yr	0.2PCT_500yr	TS Allison (2001)	TS Harvey (2017)
A1000000_2494_J	249445.6	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	964.3	2036.7
A1000000_2494_J	247470.2	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	245978.4	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	243897.7	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	242220.2	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	241521	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	239967.4	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2744.6	846.8	2036.7
A1000000_2494_J	239432.8	414	821	1077	1925	525.6	730.2	1116.2	1490.6	2834.6	846.8	2036.7
A1000000_2385_J	238465.7	422	821	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	237689.3	440	821	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	236608.9	453	821	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	235828.2	476	821	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	234461.3	489	832	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	233734.5	503	853	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2494_J	232999.9	517	876	1077	1925	646.7	1244	1116.2	1487	2834.6	935.5	2246.2
A1000000_2322_J	232232.1	531	898	1103	1925	866.9	1244	1116.2	1894.1	3460.6	1345.1	2921.4
A1000000_2228_J	231533.3	1122	1902	2382	3951	866.9	1244	1608.1	3245.4	6386.4	1345.1	2921.4
A1000000_2228_J	222868.7	1138	1902	2382	3951	866.9	1244	1608.1	3245.4	6386.4	1345.1	2921.4
A1000000_2199_J	219890.1	1154	1902	2382	3951	1423.1	2154.2	3222.1	4236.4	7641.6	2579.2	6349.5
A1000000_2228_J	216969	1166	1902	2382	3951	1423.1	2154.2	3222.1	4236.4	7641.6	2579.2	6349.5
A1000000_2147_J	214705.8	1880	3105	3826	6201	1308.8	2135.2	3399.3	4586.7	8513.6	2846.3	7499.5
A1000000_2147_J	209667.7	2016	3248	4006	6544	1308.8	2135.2	3399.3	4586.7	8513.6	2846.3	7499.5
A1000000_2143_J	204504.6	2144	3379	4170	6860	1308.8	2135.2	3399.3	6146.5	11618.4	3706.2	9902.6
A1000000_1999_J	199968	2203	3438	4244	7002	2427.1	3439	4723.4	6461.7	11634.6	4015.5	9902.6
A1000000_1999_J	197996.2	2203	3438	4244	7002	2427.1	3439	4723.4	6461.7	11634.6	4015.5	9902.6
A1000000_1999_J	192943.9	2203	3438	4244	7002	2427.1	3439	4723.4	6461.7	11634.6	4015.5	9902.6
A1000000_1999_J	188162.9	2203	3438	4244	7002	2427.1	3439	4723.4	6461.7	11634.6	4015.5	9902.6
A1000000_1999_J	184837.1	2203	3438	4244	7002	2427.1	3439	4723.4	6461.7	11634.6	4015.5	9902.6
A1000000_1793_J	179278.5	2982	4553	5376	7991	2045.9	2879.6	3951	5222.4	9827.6	3897.7	11872.7
A1000000_1601_J	165983.9	2982	4553	5376	7991	2045.9	2879.6	3951	5222.4	9827.6	3897.7	11872.7
A1000000_1601_J	160102.4	2982	4553	5376	7991	3249.2	4064.6	5176.8	6542.7	11121.8	4998.7	14575.1
A1000000_1601_J	154437.2	2982	4553	5376	7991	3249.2	4064.6	5176.8	6542.7	11121.8	4998.7	14575.1
A1000000_1601_J	148981.8	2982	4553	5376	7991	3249.2	4064.6	5176.8	6542.7	11121.8	4998.7	14575.1
A1000000_1601_J	141725.5	2982	4553	5376	7991	3249.2	4064.6	5176.8	6542.7	11121.8	4998.7	14575.1
A1000000_1601_J	136801.7	2982	4553	5376	7991	3249.2	4064.6	5176.8	6542.7	11121.8	4998.7	14575.1
A1000000_1296_J	129631	4361	6766	7901	10572	3575.1	4342.5	5231.7	6426.4	10770.6	5101.8	14913.2
A1000000_1271_J	128562	4361	6766	7901	10572	3575.1	4342.5	5231.7	6426.4	10770.6	5101.8	14913.2
A1000000_1271_J	127103.5	4361	6766	7901	10572	3575.1	4342.5	5231.7	6426.4	10770.6	5101.8	14913.2
A1000000_1271_J	125781.7	4361	6766	7901	10572	3575.1	4342.5	5231.7	6426.4	10770.6	5101.8	14913.2
A1000000_1271_J	124241.3	4361	6766	7901	10572	3575.1	4342.5	5231.7	6426.4	10770.6	5101.8	14913.2
A1000000_1232_J	123196.7	6999	10803	12497	17621	5908.4	7466.3	8920.1	10328.2	14108.8	7741.9	18345.1
A1000000_1070_J	111295.8	7051	10875	12587	17798	9659.2	12658.4	15229.5	17839.6	25863.5	13062.6	24358.6
A1000000_1052_J	106343.5	9343	14080	16162	22566	12203.5	15886	19196.4	22663.6	33189.1	16275.8	31563.1
A1000000_1024_J	103329.9	9428	14181	16282	22763	12166.6	15821.7	19113.4	22582.2	33103.8	16191.3	31495.2
A1000000_0935_J	93497.69	11980	18188	20934	29187	12258.4	15917.4	19227.7	22720.1	33305.8	16270.2	31804.5
A100000_0783_J	77642.36	13201	19868	22891	30896	16103.6	18776.8	22454.4	26594.6	39333.5	19373.8	39347.2
A1000000_0728_J	72765.55	13562	20517	23659	31516	16609.7	19820.6	23337	27605.6	40700.5	19373.8	43009.8
A1000000_0615_J	61501.83	13563	20518	23660	31516	16658.7	20340.9	23749.2	28055.4	41213.2	22082.5	44977.1
A1000000_0577_J	55615.42	14037	21289	24535	32653	17252.8	20340.5	23737.6	28036.6	41157	22128.1	45236.1
A1000000_0373_J	36556.81	14051	21317	24557	32752	17387.7	20988.7	24937.5	28792.3	41511.7	23232	48074.7
A1000000_0308_J	30794.12	14229	21633	24879	33496	17384.6	21005.4	25128.9	28844.2	41503.5	23360.6	49619.1
A1000000_0209_J	20859.46	20938	35377	42013	64503	16300.7	21144.5	25035.5	29109.2	41281.4	23558.2	51345.3
A1000000_0184_J	18407.6	20938	35377	42013	64575	25136.5	34111.6	43071.7	52648.8	88843.9	36744.2	87481.2
A1000000_0161_J	16112.37	22481	38995	47042	72745	24106.2	33485.2	42245.4	51148	84051	34413.2	85088.5
A1000000_0140_J	14000	22481	38995	47042	72745	24106.2	33485.2	42245.4	51148	84051	34413.2	85088.5
A1000000_0140_J	9741.539	22481	38995	47042	72745	24106.2	33485.2	42245.4	51148	84051	34413.2	85088.5

Figure 2: Storage Curve for Reach A1000000_1024R (Proposed Condition vs Existing Condition)

A1000000_1024R (Stations 106986.3 to 102354.7)			
Existing		Imperial Estates HEC-RAS	
Storage (Ac-ft)	Discharge (Cfs)	Storage (Ac-ft)	Discharge (Cfs)
0	0	0	0
855.82	8693.1	0	0
1088.96	11413.9	0	0
1321.37	13887.6	0	0
1606.35	16470.1	0	0
2659.62	24650.8	0	0
4000	35000	4000	35000

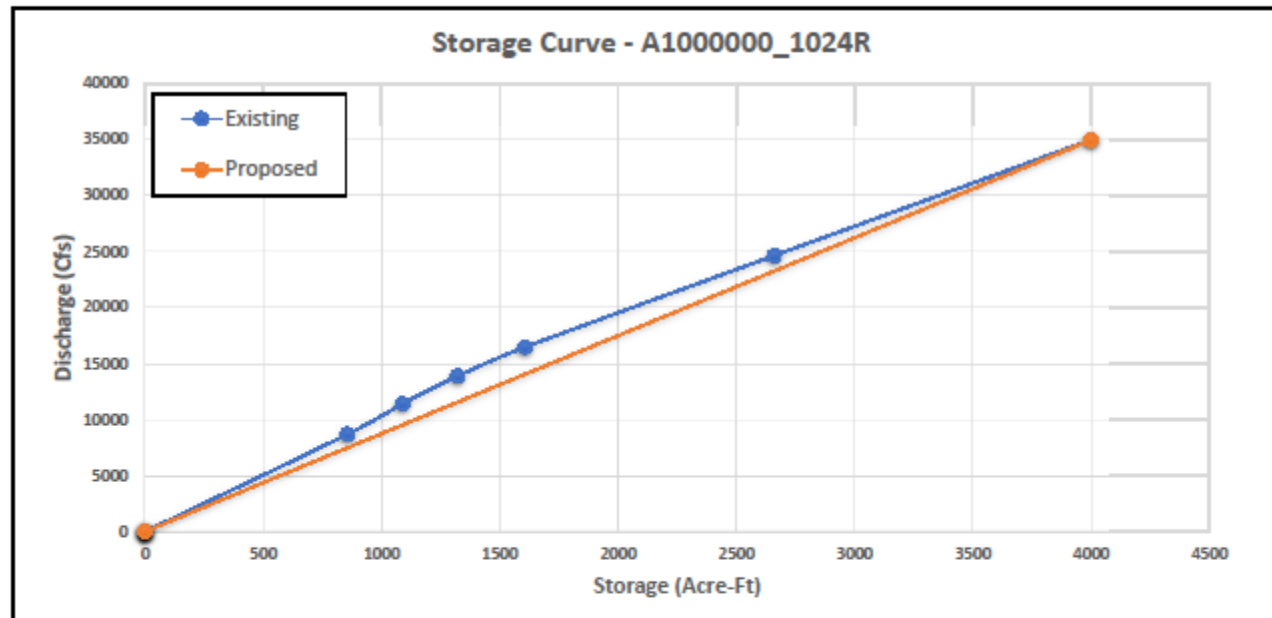


Figure 3: Storage Curve for Reach A1000000_1070R (Proposed Condition vs Existing Condition)

A1000000_1070R (Stations 123196.7 to 106986.3)			
Existing		Imperial Estates HEC-RAS	
Storage (Ac-ft)	Discharge (Cfs)	Storage (Ac-ft)	Discharge (Cfs)
0	0	0	0
2526.18	4511.1	0	0
3338.79	5891	0	0
4129.68	7281.1	0	0
4985.18	8741.1	0	0
20000	30000	0	0
		20000	30000

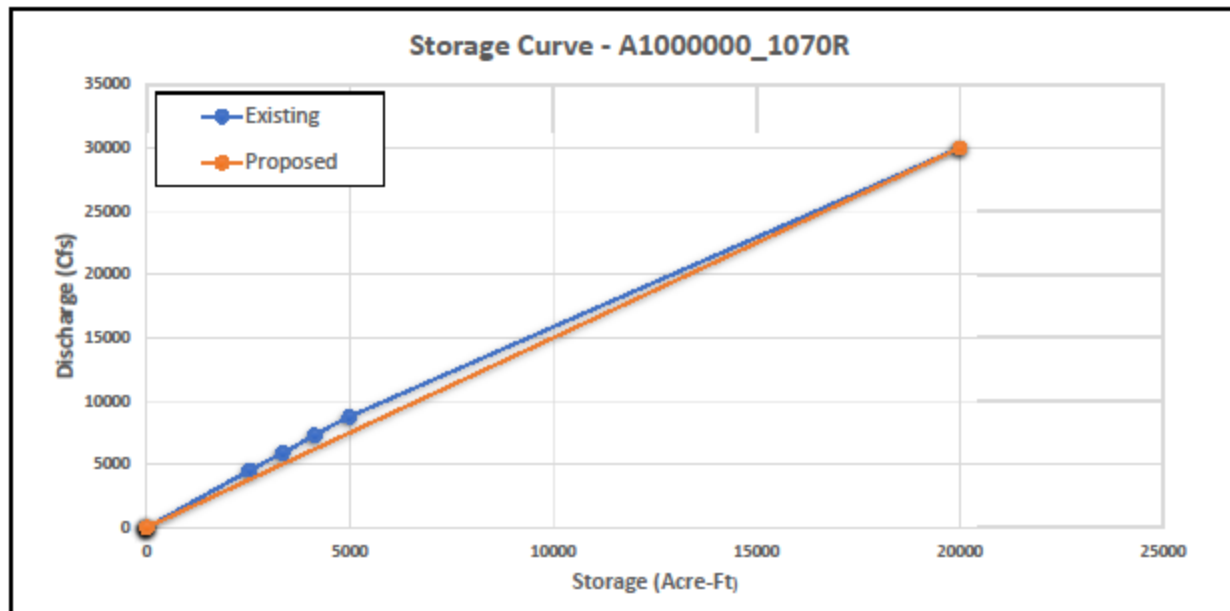
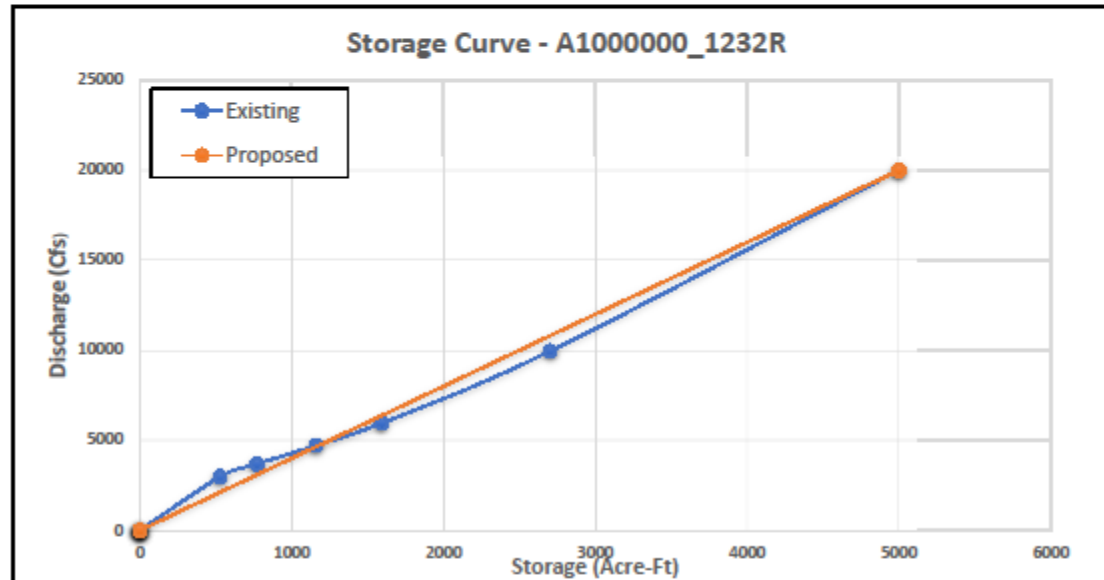


Figure 4: Storage Curve for Reach A1000000_1232R (Proposed Condition vs Existing Condition)

A1000000_1232_R (Stations 1296311 to 123196.7)			
Existing		Imperial Estates HEC-RAS	
Storage (Ac-ft)	Discharge (Cfs)	Storage (Ac-ft)	Discharge (Cfs)
0	0	0	0
528.12	2972.4	0	0
772.18	3683.8	0	0
1162.82	4720.4	0	0
1590.98	5947	0	0
2704.4	9961.1	0	0
5000	20000	5000	20000





APPENDIX B

HYDRAULICS

Figure 1: Cross Sections 106343.5

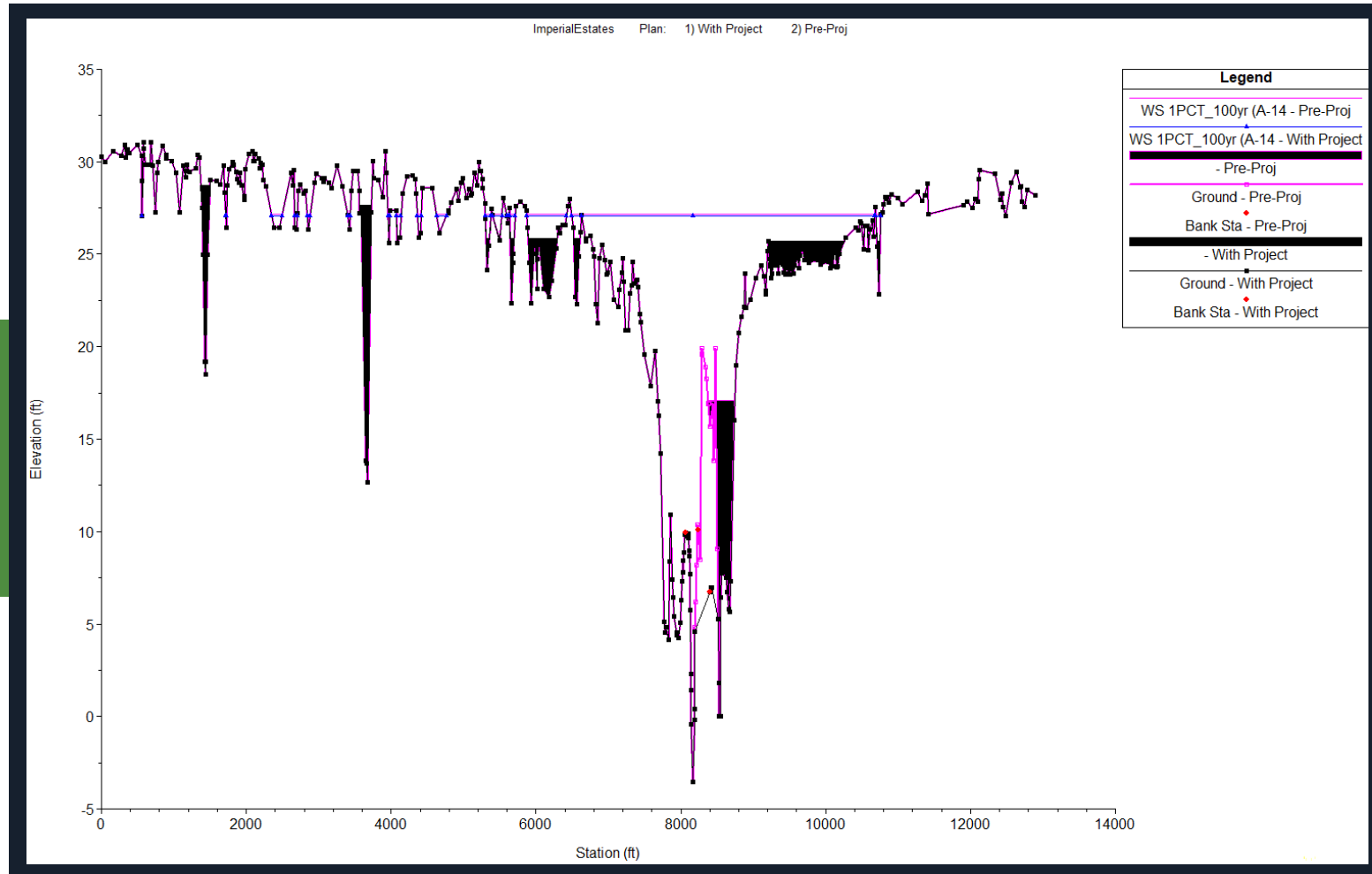


Figure 2: Cross Section 106986.3

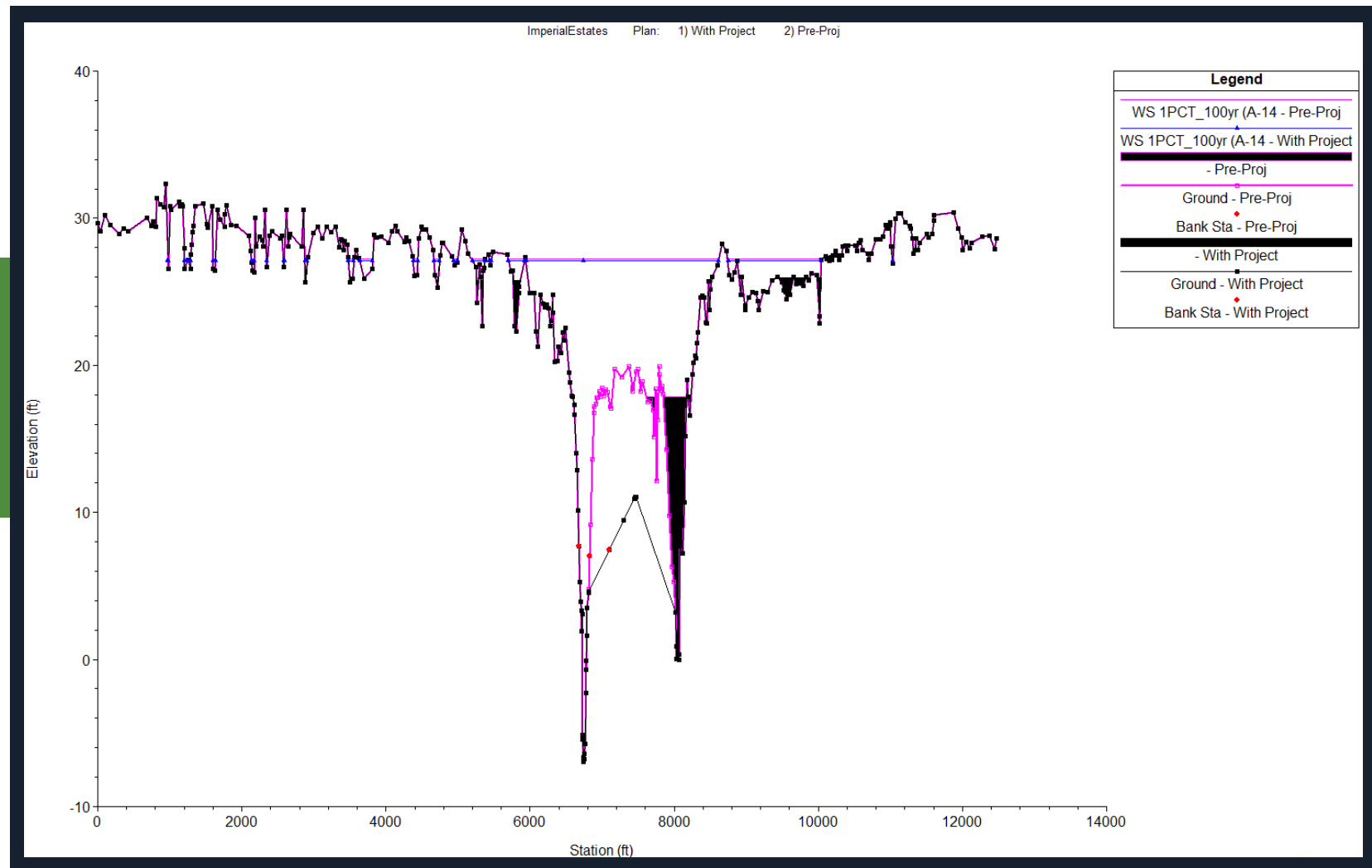


Table 3: Cross Section 107243.0

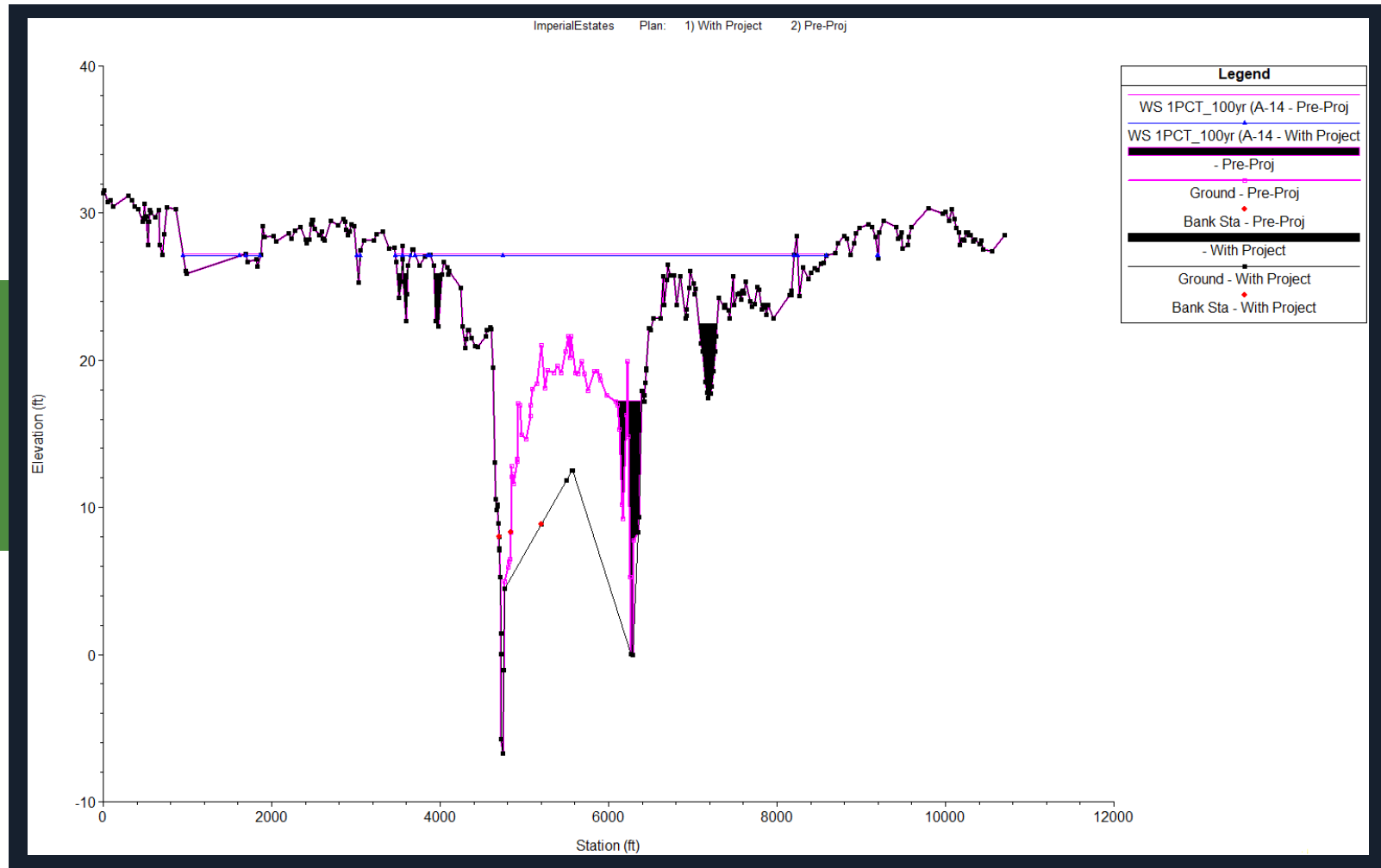


Table 4: Cross Section 107933.4

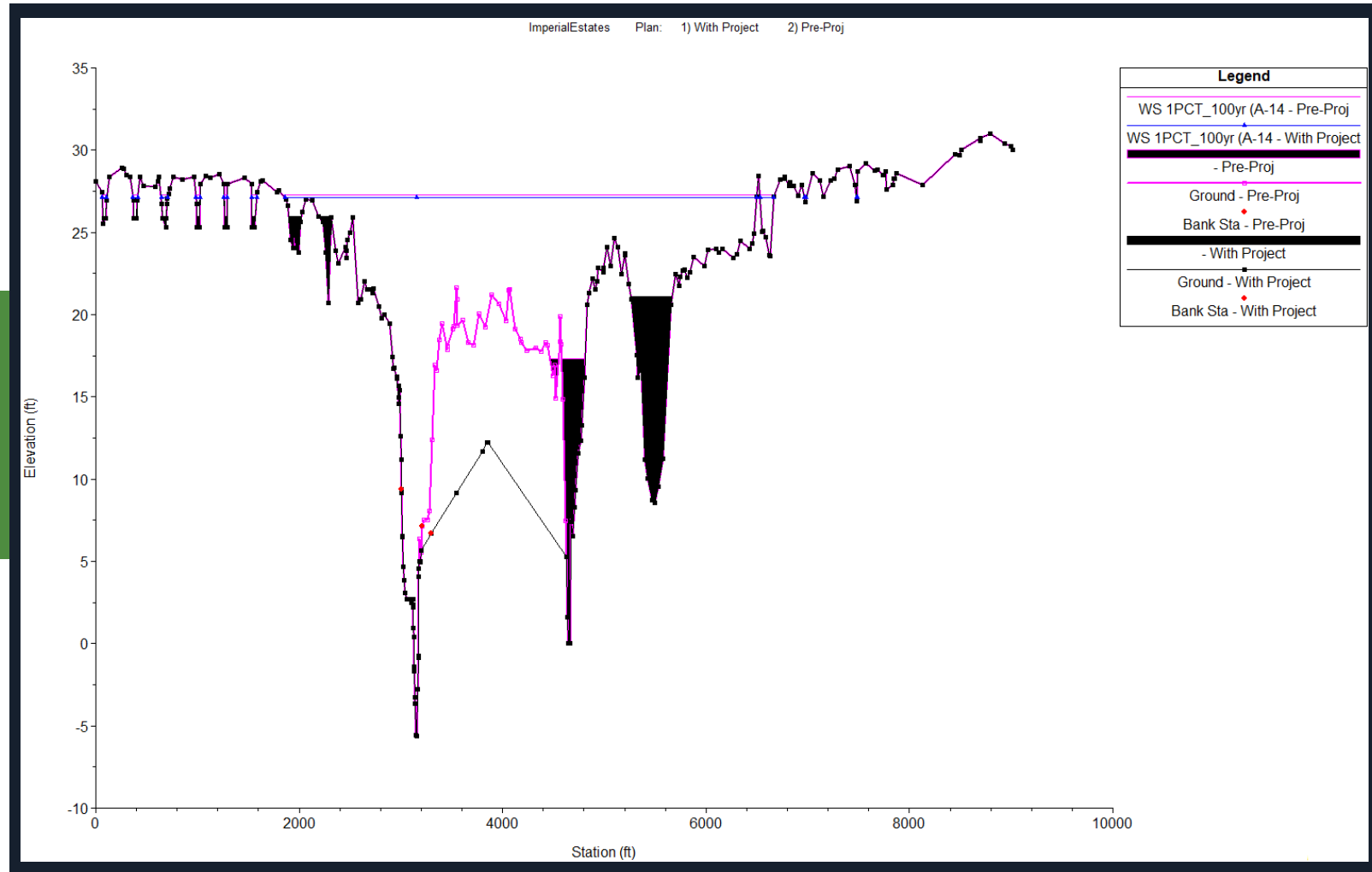


Table 5: Cross Section 108588.6

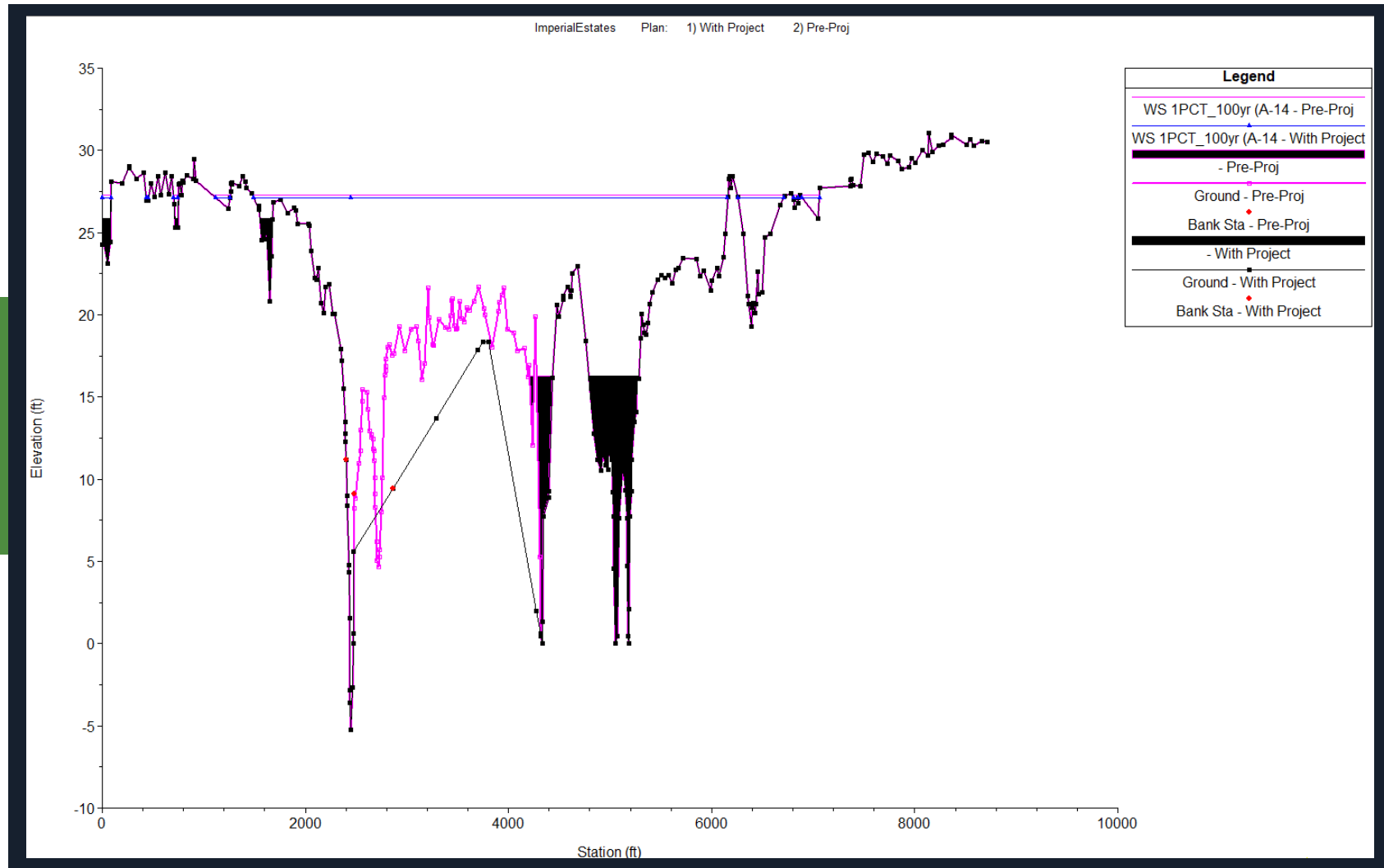


Figure 6: Cross Section 109598.1

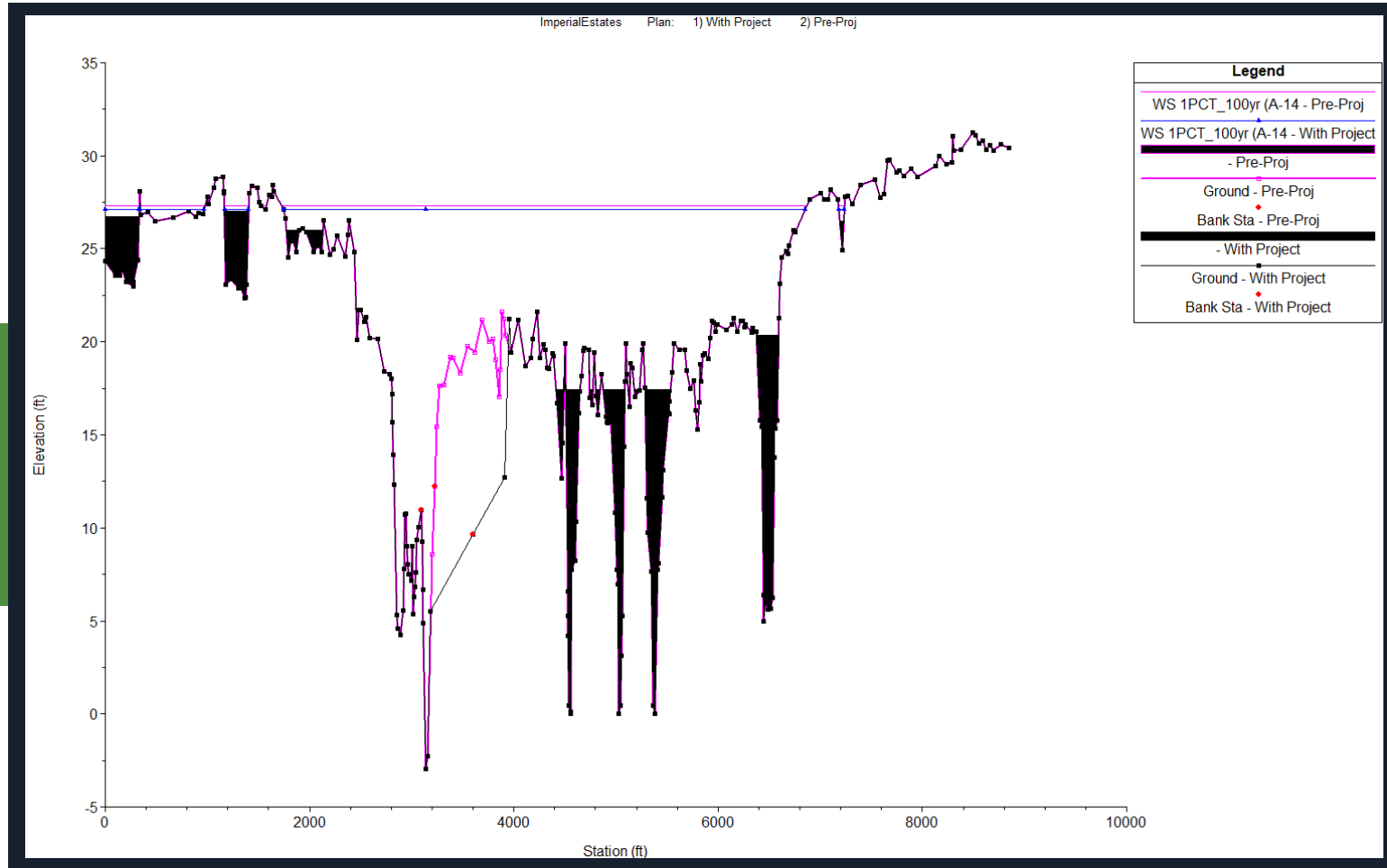


Figure 7: Cross Section 110033.0

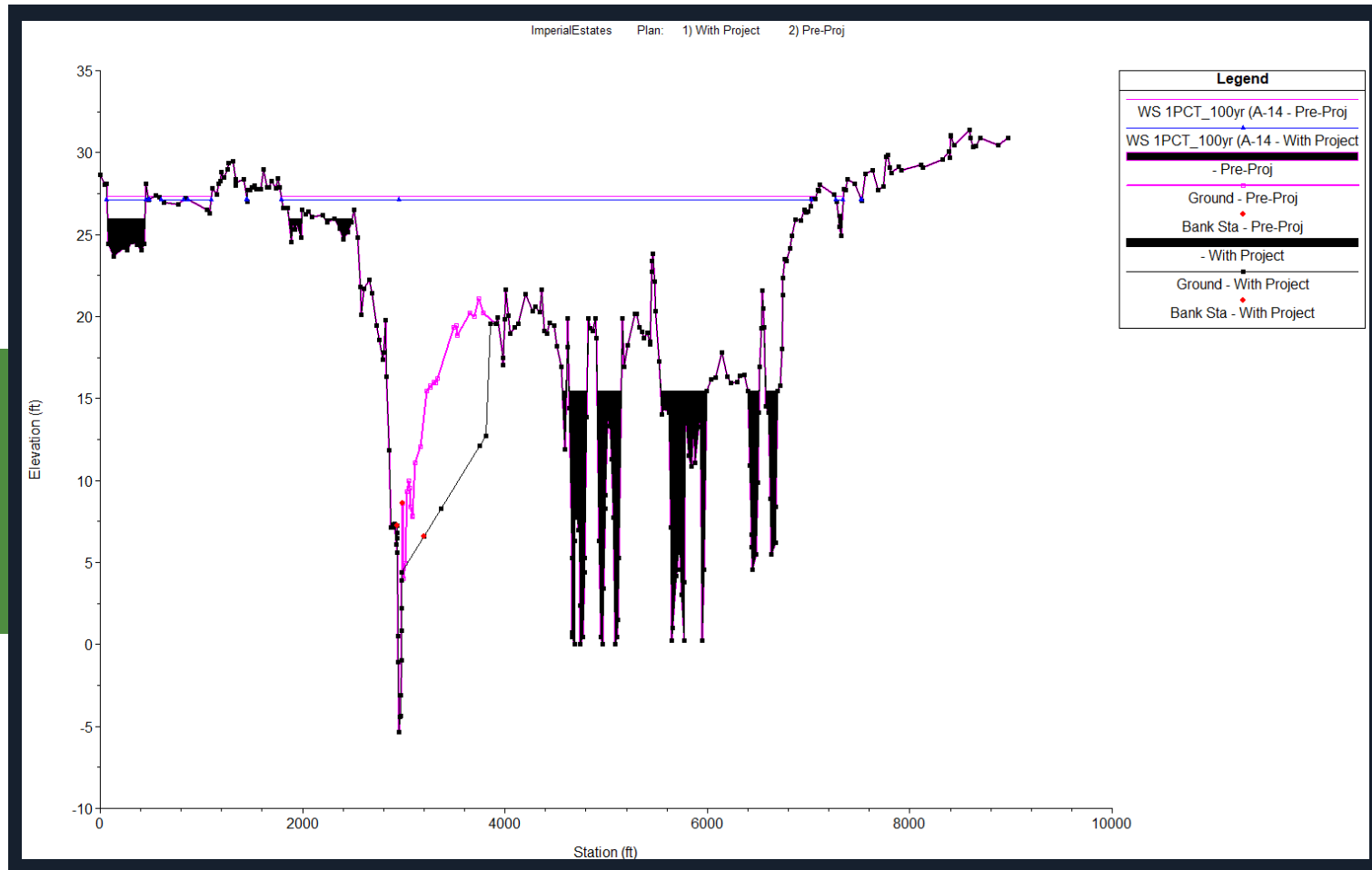


Figure 8: Cross Section 110033.0

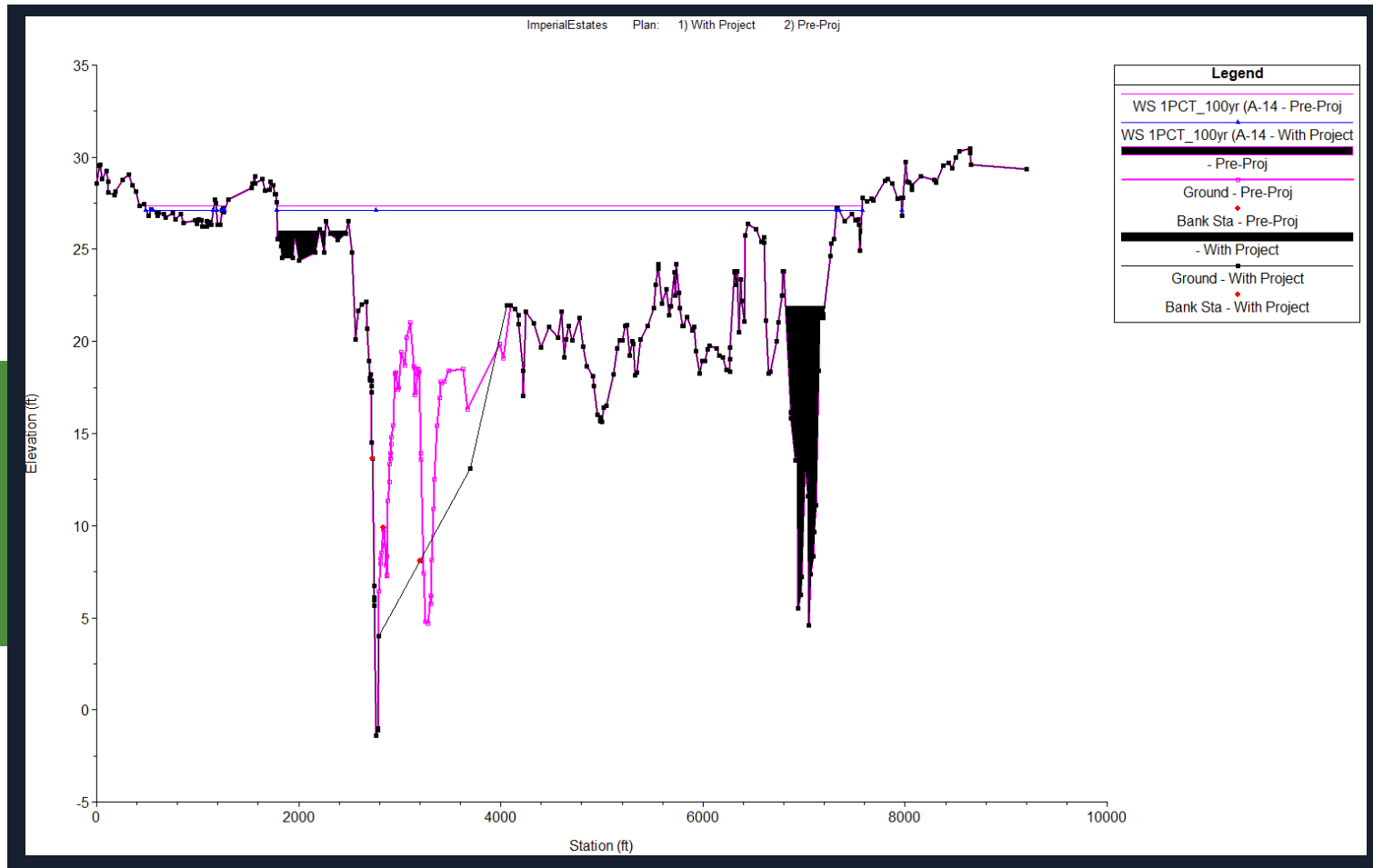


Figure 9: Cross Section 111295.8

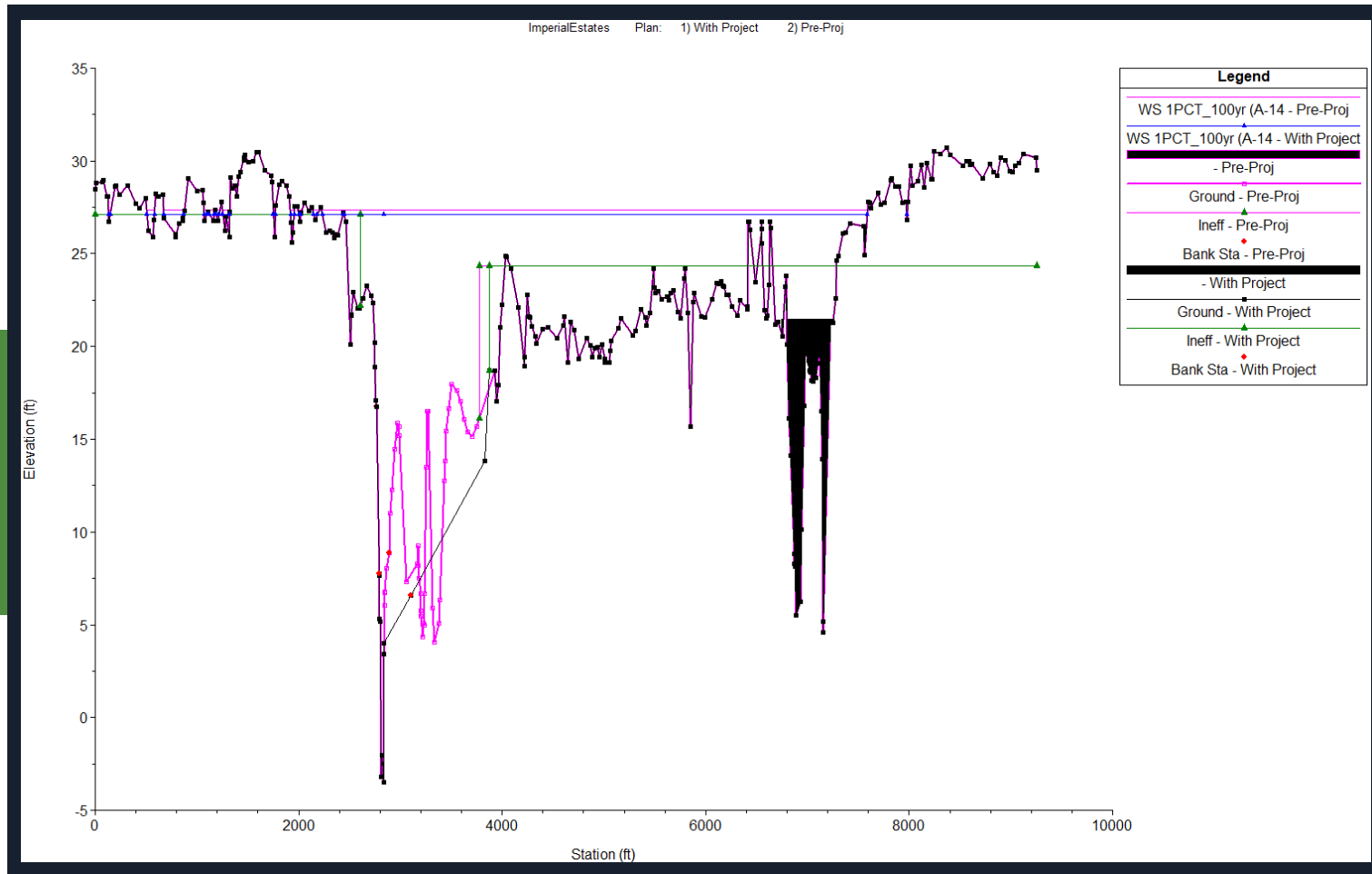


Figure 10: Cross Section 112198.7

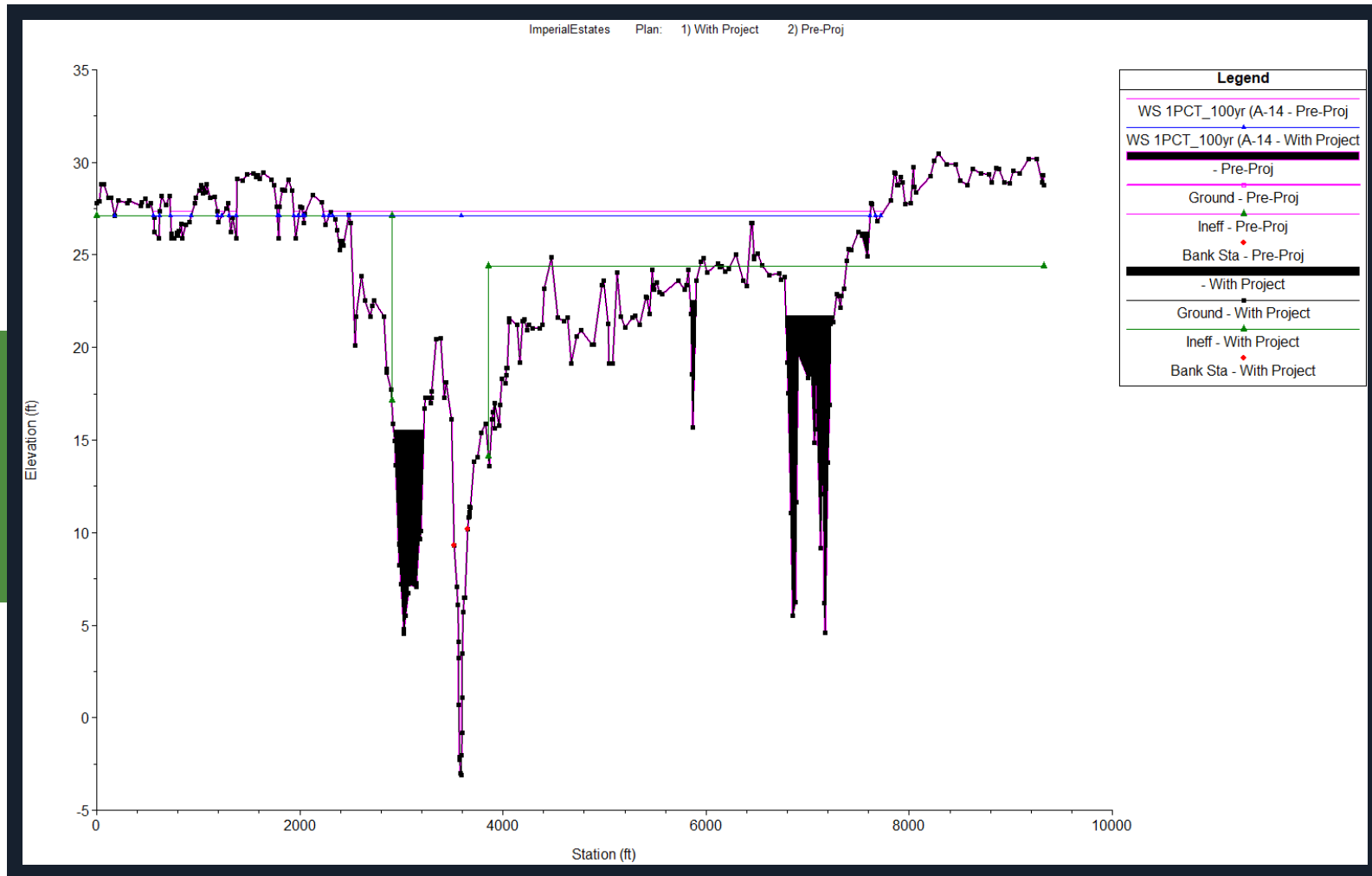


Table 1: Water Surface Elevations (WSE) for Existing and Proposed Conditions (Increase/Decrease in WSE)

Station	TSARP-14 Rainfall												Historical Storms								
	10-yr WSE			25-yr WSE			50-yr WSE			100-yr WSE			500-yr WSE			TS Alison WSE			Hurricane Harvey WSE		
	Pre-Project	With Project	Inc/Dec	Pre-Project	With Project	Inc/Dec	Pre-Project	With Project	Inc/Dec	Pre-Project	With Project	Inc/Dec	Pre-Project	With Project	Inc/Dec	Pre-Project	With Project	Inc/Dec	Pre-Project	With Project	Inc/Dec
249445.6	61.58	61.58	0	62.51	62.51	0	64.31	64.31	0	64.89	64.89	0	66.07	66.07	0	63.39	63.39	0	65.47	65.47	0
248513.3	61.66	61.66	0	62.72	62.72	0	63.87	63.87	0	64.25	64.25	0	65.3	65.27	-0.03	63.07	63.07	0	64.64	64.64	0
247470.2	61.54	61.54	0	62.58	62.58	0	63.68	63.68	0	63.95	63.95	0	64.89	64.85	-0.04	62.9	62.9	0	64.25	64.25	0
247450	61.5	61.5	0	62.58	62.58	0	63.67	63.67	0	63.94	63.94	0	64.89	64.85	-0.04	62.9	62.9	0	64.25	64.25	0
247384	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
247318.8	61.34	61.34	0	62.26	62.26	0	63.15	63.15	0	63.62	63.62	0	64.82	64.82	0	62.48	62.48	0	64.21	64.21	0
247238.8	61.34	61.34	0	62.25	62.25	0	63.13	63.13	0	63.59	63.59	0	64.77	64.77	0	62.47	62.47	0	64.16	64.16	0
246831.6	61.28	61.28	0	62.17	62.17	0	63.01	63.01	0	63.41	63.41	0	64.4	64.4	0	62.37	62.37	0	63.89	63.89	0
246583.4	61.24	61.24	0	62.11	62.11	0	62.93	62.93	0	63.29	63.29	0	64.13	64.13	0	62.31	62.31	0	63.72	63.72	0
246309.4	61.2	61.2	0	62.07	62.07	0	62.89	62.89	0	63.27	63.27	0	64.11	64.11	0	62.26	62.26	0	63.69	63.69	0
246117.4	61.16	61.16	0	62.03	62.03	0	62.83	62.83	0	63.16	63.16	0	63.86	63.86	0	62.21	62.21	0	63.53	63.53	0
245978.4	61.14	61.14	0	62.01	62.01	0	62.8	62.8	0	63.13	63.13	0	63.84	63.84	0	62.18	62.18	0	63.5	63.5	0
244940.7	60.92	60.92	0	61.8	61.8	0	62.59	62.59	0	62.87	62.87	0	63.56	63.56	0	61.94	61.94	0	63.2	63.2	0
243897.7	60.74	60.74	0	61.64	61.64	0	62.43	62.43	0	62.66	62.66	0	63.47	63.47	0	61.75	61.75	0	62.95	62.95	0
243191.7	60.62	60.62	0	61.57	61.57	0	62.38	62.38	0	62.6	62.6	0	63.4	63.4	0	61.66	61.66	0	62.87	62.87	0
243088.7	60.58	60.58	0	61.48	61.48	0	62.19	62.19	0	62.26	62.26	0	63.38	63.38	0	61.54	61.54	0	62.85	62.85	0
243013	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
242938.7	60.5	60.5	0	61.35	61.35	0	61.86	61.86	0	62.16	62.16	0	63.37	63.37	0	61.37	61.37	0	62.84	62.84	0
242837.9	60.49	60.49	0	61.35	61.35	0	61.86	61.86	0	62.19	62.19	0	63.17	63.17	0	61.36	61.36	0	62.66	62.66	0
242220.2	60.4	60.4	0	61.25	61.25	0	61.71	61.71	0	61.96	61.96	0	62.86	62.86	0	61.24	61.24	0	62.39	62.39	0
241521	60.3	60.3	0	61.15	61.15	0	61.54	61.54	0	61.7	61.7	0	62.55	62.55	0	61.09	61.09	0	62.07	62.07	0
240179.8	60.23	60.23	0	61.1	61.1	0	61.48	61.48	0	61.61	61.61	0	62.43	62.43	0	61.02	61.02	0	61.96	61.96	0
240152	60.17	60.17	0	61.03	61.03	0	61.35	61.35	0	61.37	61.37	0	62.43	62.43	0	60.92	60.92	0	61.95	61.95	0
240080	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
240008.4	60.11	60.11	0	60.82	60.82	0	60.91	60.91	0	61.31	61.31	0	61.82	61.82	0	60.58	60.58	0	61.63	61.63	0
239967.4	60.11	60.11	0	60.82	60.82	0	60.91	60.91	0	61.35	61.35	0	61.74	61.74	0	60.58	60.58	0	61.58	61.58	0
239905	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
239844.7	60.06	60.06	0	60.71	60.71	0	60.67	60.67	0	61.01	61.01	0	61.64	61.64	0	60.45	60.45	0	61.34	61.34	0
239715.9	60.07	60.07	0	60.73	60.73	0	60.7	60.7	0	61.07	61.07	0	61.63	61.63	0	60.48	60.48	0	61.34	61.34	0
239432.8	60.03	60.03	0	60.71	60.71	0	60.65	60.65	0	61.01	61.01	0	61.56	61.56	0	60.43	60.43	0	61.28	61.28	0
238465.7	59.85	59.85	0	60.53	60.53	0	60.41	60.41	0	60.75	60.75	0	61.48	61.48	0	60.22	60.22	0	61.21	61.21	0
238434.6	59.82	59.82	0	60.45	60.45	0	60.34	60.34	0	60.65	60.65	0	61.13	61.13	0	60.16	60.16	0	60.96	60.96	0
238367	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
238300.5	59.76	59.76	0	60.33	60.33	0	60.24	60.24	0	60.51	60.51	0	60.72	60.72	0	60.08	60.08	0	60.91	60.91	0
238168.1	59.72	59.72	0	60.28	60.28	0	60.18	60.18	0	60.45	60.45	0	60.54	60.54	0	60.02	60.02	0	60.78	60.78	0
237689.3	59.49	59.49	0	59.95	59.95	0	59.86	59.86	0	60.12	60.12	0	60.49	60.49	0	59.73	59.73	0	60.34	60.34	0
236608.9	59.19	59.19	0	59.52	59.52	0	59.45	59.45	0	59.7	59.7	0	60.24	60.24	0	59.31	59.31	0	60.12	60.12	0
235828.2	59.07	59.07	0	59.33	59.33	0	59.27	59.27	0	59.5	59.5	0	59.9	59.9	0	59.14	59.14	0	59.88	59.88	0
235070.7	58.96	58.96	0	59.25	59.25	0	59.2	59.2	0	59.43	59.43	0	59.75	59.75	0	58.96	58.96	0	59.78	59.78	0
234461.3	58.71	58.71	0	59.22	59.22	0	59.17	59.17	0	59.39	59.39	0	59.67	59.67	0	58.76	58.76	0	59.74	59.74	0
234430	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
234420.7	58.48	58.48	0	58.69	58.69	0	58.58	58.58	0	58.83	58.83	0	59.37	59.37	0	58.37	58.37	0	58.9	58.9	0
233734.5	57.78	57.78	0	58.43	58.43	0	58.34	58.34	0	58.56	58.56	0	59.24	59.24	0	58.18	58.18	0	58.65	58.65	0
232999.9	57.37	57.37	0	57.74	57.74	0	57.75	57.75	0	58.4	58.4	0	59.15	59.15	0	57.71	57.71	0	58.43	58.43	0
232232.1	57.01	57.01	0	57.33	57.33	0	57.54	57.54	0	58.33	58.33	0	59.08	59.08	0	57.4	57.4	0	58.25	58.25	0
231533.3	56.82	56.82	0	57.15	57.15	0	57.41	57.41	0	58.22	58.22	0	58.94	58.94	0	57.23	57.23	0	58.1	58.1	0
230878.1	56.71	56.71	0	57.05	57.05	0	57.31	57.31	0	58.1	58.1	0	58.84	58.84	0	57.13	57.13	0	57.99	57.99	0
230159.2	56.53	56.53	0	56.88	56.88	0	57.14	57.14	0	57.92	57.92	0	58.69	58.69	0	56.95	56.95	0	57.81	57.81	0
229428.1	56.11	56.11	0	56.47	56.47	0	56.74	56.74	0	57.48	57.48	0	58.17	58.17	0	56.56	56.56	0	57.41	57.41	0
228828.4	55.66	55.66	0	56.04	56.04	0	56.35	56.35	0	57.1	57.1	0	57.85	57.85	0	56.13	56.13	0	57.07	57.07	0
228044.5	55.42	55.42	0	55.81	55.81	0	56.12	56.12	0	56.84	56.84	0	57.61	57.61	0	55.9	55.9	0	56.86	56.86	0
227358.8	55.28	55.28	0	55.67	55.67	0	55.98	55.98	0	56.67	56.67	0	57.41	57.41	0	55.77	55.77	0	56.74	56.74	0
226430.5	55.02	55.02	0	55.45	55.45	0	55.8	55.8	0	56.51	56.51	0	57.23	57.23	0	55.56	55.56	0	56.63	56.63	0

225542.2	54.85	54.85	0	55.33	55.33	0	55.71	55.71	0	56.42	56.42	0	57.17	57.17	0	55.45	55.45	0	56.57	56.57	0
225035.7	54.73	54.73	0	55.24	55.24	0	55.64	55.64	0	56.33	56.33	0	57.14	57.14	0	55.37	55.37	0	56.55	56.55	0
224031.4	54.01	54.01	0	54.52	54.52	0	54.95	54.95	0	56.09	56.09	0	57.11	57.11	0	54.67	54.67	0	55.76	55.76	0
223668.1	54.01	54.01	0	54.51	54.51	0	54.94	54.94	0	56.02	56.02	0	57.11	57.11	0	54.66	54.66	0	55.7	55.7	0
223455	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
223445.1	54	54	0	54.49	54.49	0	54.89	54.89	0	55.83	55.83	0	56.34	56.34	0	54.63	54.63	0	55.55	55.55	0
222868.7	53.93	53.93	0	54.4	54.4	0	54.79	54.79	0	55.62	55.62	0	55.96	55.96	0	54.54	54.54	0	55.33	55.33	0
222149.2	53.72	53.72	0	54.13	54.13	0	54.49	54.49	0	55	55	0	55.67	55.67	0	54.27	54.27	0	55.19	55.19	0
221401.5	53.64	53.64	0	54.05	54.05	0	54.42	54.42	0	54.83	54.83	0	55.52	55.52	0	54.2	54.2	0	55.13	55.13	0
220697.2	53.57	53.57	0	53.99	53.99	0	54.37	54.37	0	54.72	54.72	0	55.39	55.39	0	54.15	54.15	0	55.08	55.08	0
219890.1	53.26	53.26	0	53.69	53.69	0	54.09	54.09	0	54.39	54.39	0	55.09	55.09	0	53.86	53.86	0	54.86	54.86	0
219197.5	52.7	52.7	0	53.14	53.14	0	53.56	53.56	0	53.88	53.88	0	54.65	54.65	0	53.33	53.33	0	54.41	54.41	0
218474	52.13	52.13	0	52.61	52.61	0	53.08	53.08	0	53.45	53.45	0	54.28	54.28	0	52.84	52.84	0	54.04	54.04	0
217869.1	51.81	51.81	0	52.29	52.29	0	52.75	52.75	0	53.12	53.12	0	53.99	53.99	0	52.52	52.52	0	53.77	53.77	0
216969	51.63	51.63	0	52.11	52.11	0	52.56	52.56	0	52.93	52.93	0	53.8	53.8	0	52.35	52.35	0	53.59	53.59	0
216257.9	51.51	51.51	0	52.01	52.01	0	52.45	52.45	0	52.82	52.82	0	53.68	53.68	0	52.25	52.25	0	53.49	53.49	0
215408.2	51.46	51.46	0	51.94	51.94	0	52.38	52.38	0	52.75	52.75	0	53.59	53.59	0	52.19	52.19	0	53.41	53.41	0
214705.8	51.41	51.41	0	51.88	51.88	0	52.3	52.3	0	52.67	52.67	0	53.5	53.5	0	52.12	52.12	0	53.33	53.33	0
213801.7	51.12	51.12	0	51.58	51.58	0	51.97	51.97	0	52.39	52.39	0	53.26	53.26	0	51.78	51.78	0	53.1	53.1	0
213290.6	50.93	50.93	0	51.35	51.35	0	51.68	51.68	0	52.16	52.16	0	53.07	53.07	0	51.49	51.49	0	52.91	52.91	0
212735.5	50.77	50.77	0	51.21	51.21	0	51.45	51.45	0	51.98	51.98	0	52.89	52.89	0	51.27	51.27	0	52.75	52.75	0
212049.2	50.62	50.62	0	51.03	51.03	0	51.29	51.29	0	51.82	51.82	0	52.73	52.73	0	51.12	51.12	0	52.6	52.6	0
211277.7	50.4	50.4	0	50.55	50.55	0	50.83	50.83	0	51.46	51.46	0	52.45	52.45	0	50.75	50.75	0	52.35	52.35	0
211237	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
211227.4	50.35	50.35	0	50.44	50.44	0	50.6	50.6	0	50.92	50.92	0	51.69	51.69	0	50.6	50.6	0	51.51	51.51	0
210409	49.99	49.99	0	50.35	50.35	0	50.44	50.44	0	50.76	50.76	0	51.51	51.51	0	50.5	50.5	0	51.33	51.33	0
209667.7	49.51	49.51	0	50.13	50.13	0	50.32	50.32	0	50.63	50.63	0	51.36	51.36	0	50.16	50.16	0	51.18	51.18	0
208585.5	49.18	49.18	0	49.82	49.82	0	50.13	50.13	0	50.46	50.46	0	51.18	51.18	0	50	50	0	50.99	50.99	0
207766.7	48.9	48.9	0	49.67	49.67	0	49.93	49.93	0	50.29	50.29	0	51.04	51.04	0	49.83	49.83	0	50.84	50.84	0
207043.7	48.34	48.34	0	49.3	49.3	0	49.67	49.67	0	50.07	50.07	0	50.8	50.8	0	49.61	49.61	0	50.61	50.61	0
206058	47.59	47.59	0	48.2	48.2	0	49.18	49.18	0	49.81	49.81	0	50.51	50.51	0	48.84	48.84	0	50.32	50.32	0
205915.5	47.52	47.52	0	48.07	48.07	0	48.72	48.72	0	49.76	49.76	0	50.43	50.43	0	48.65	48.65	0	50.23	50.23	0
205898	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
205888.3	47.26	47.26	0	48	48	0	48.54	48.54	0	49.18	49.18	0	50.3	50.3	0	48.52	48.52	0	50.02	50.02	0
205249.9	47.07	47.07	0	47.62	47.62	0	48.23	48.23	0	48.95	48.95	0	50.1	50.1	0	48.12	48.12	0	49.81	49.81	0
204504.6	47.06	47.06	0	47.6	47.6	0	48.19	48.19	0	48.89	48.89	0	50.03	50.03	0	48.1	48.1	0	49.75	49.75	0
203730.2	47.05	47.05	0	47.59	47.59	0	48.17	48.17	0	48.86	48.86	0	49.98	49.98	0	48.07	48.07	0	49.7	49.7	0
202849.1	47.01	47.01	0	47.53	47.53	0	48.1	48.1	0	48.72	48.72	0	49.78	49.78	0	47.97	47.97	0	49.52	49.52	0
202121.9	46.81	46.81	0	47.39	47.39	0	47.99	47.99	0	48.58	48.58	0	49.65	49.65	0	47.8	47.8	0	49.39	49.39	0
201418.5	46.72	46.72	0	47.31	47.31	0	47.93	47.93	0	48.49	48.49	0	49.56	49.56	0	47.68	47.68	0	49.3	49.3	0
200707.1	46.65	46.65	0	47.24	47.24	0	47.86	47.86	0	48.39	48.39	0	49.45	49.45	0	47.56	47.56	0	49.19	49.19	0
199968	46.46	46.46	0	47.07	47.07	0	47.72	47.72	0	48.22	48.22	0	49.26	49.26	0	47.37	47.37	0	49.01	49.01	0
199334.1	46.34	46.34	0	46.97	46.97	0	47.62	47.62	0	48.11	48.11	0	49.13	49.13	0	47.27	47.27	0	48.9	48.9	0
198574.5	46.21	46.21	0	46.83	46.83	0	47.51	47.51	0	47.99	47.99	0	49.02	49.02	0	47.16	47.16	0	48.77	48.77	0
197996.2	46.03	46.03	0	46.65	46.65	0	47.37	47.37	0	47.84	47.84	0	48.89	48.89	0	47	47	0	48.62	48.62	0
197191.3	45.79	45.79	0	46.44	46.44	0	47.22	47.22	0	47.67	47.67	0	48.72	48.72	0	46.82	46.82	0	48.46	48.46	0
196544.9	45.66	45.66	0	46.3	46.3	0	47.12	47.12	0	47.55	47.55	0	48.59	48.59	0	46.71	46.71	0	48.34	48.34	0
195885.8	45.55	45.55	0	46.21	46.21	0	47.05	47.05	0	47.46	47.46	0	48.49	48.49	0	46.63	46.63	0	48.25	48.25	0
195225.4	45.5	45.5	0	46.16	46.16	0	47.01	47.01	0	47.42	47.42	0	48.44	48.44	0	46.59	46.59	0	48.2	48.2	0
194562.3	45.37	45.37	0	46.04	46.04	0	46.94	46.94	0	47.33	47.33	0	48.36	48.36	0	46.5	46.5	0	48.12	48.12	0
193683.1	45.17	45.17	0	45.85	45.85	0	46.83	46.83	0	47.19	47.19	0	48.23	48.23	0	46.37	46.37	0	47.99	47.99	0
192943.9	45.1	45.1	0	45.78	45.78	0	46.77	46.77	0	47.12	47.12	0	48.15	48.15	0	46.31	46.31	0	47.91	47.91	0
191949.2	45.04	45.04	0	45.72	45.72	0	46.74	46.74	0	47.07	47.07	0	48.11	48.11	0	46.26	46.26	0	47.85	47.85	0
191313	45.02	45.																			

189525.6	44.89	44.89	0	45.52	45.52	0	46.53	46.53	0	46.99	46.99	0	48.07	48.07	0	46.06	46.06	0	47.79	47.79	0
189442	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
189432.4	44.72	44.72	0	45.26	45.26	0	46.04	46.04	0	46.99	46.99	0	48.07	48.07	0	45.67	45.67	0	47.79	47.79	0
189401.7	44.6	44.6	0	45.05	45.05	0	45.71	45.71	0	46.42	46.42	0	48.05	48.05	0	45.42	45.42	0	47.77	47.77	0
189383	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
189373.4	44.56	44.56	0	44.98	44.98	0	45.59	45.59	0	46.06	46.06	0	47.17	47.17	0	45.32	45.32	0	46.86	46.86	0
188789.9	44.5	44.5	0	44.88	44.88	0	45.47	45.47	0	45.98	45.98	0	47.15	47.15	0	45.22	45.22	0	46.84	46.84	0
188162.9	44.47	44.47	0	44.84	44.84	0	45.41	45.41	0	45.9	45.9	0	47.1	47.1	0	45.17	45.17	0	46.79	46.79	0
187534.8	44.47	44.47	0	44.82	44.82	0	45.39	45.39	0	45.87	45.87	0	47.08	47.08	0	45.15	45.15	0	46.77	46.77	0
186897.6	44.45	44.45	0	44.8	44.8	0	45.36	45.36	0	45.84	45.84	0	47.07	47.07	0	45.13	45.13	0	46.73	46.73	0
186299.8	44.39	44.39	0	44.71	44.71	0	45.3	45.3	0	45.76	45.76	0	47.06	47.06	0	45.03	45.03	0	46.66	46.66	0
185606	44.25	44.25	0	44.47	44.47	0	45.05	45.05	0	45.67	45.67	0	47.04	47.04	0	44.76	44.76	0	46.64	46.64	0
185557	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
185547.5	44.1	44.1	0	44.27	44.27	0	44.7	44.7	0	44.89	44.89	0	45.98	45.98	0	44.51	44.51	0	45.93	45.93	0
184837.1	43.7	43.7	0	44.15	44.15	0	44.57	44.57	0	44.69	44.69	0	45.77	45.77	0	44.39	44.39	0	45.77	45.77	0
184168.8	42.87	42.87	0	43.52	43.52	0	43.95	43.95	0	44.51	44.51	0	45.61	45.61	0	43.82	43.82	0	45.65	45.65	0
183604.5	42.67	42.67	0	43.32	43.32	0	43.87	43.87	0	44.42	44.42	0	45.51	45.51	0	43.62	43.62	0	45.59	45.59	0
183041.6	42.5	42.5	0	43.18	43.18	0	43.73	43.73	0	44.27	44.27	0	45.36	45.36	0	43.48	43.48	0	45.49	45.49	0
182508.8	42.35	42.35	0	43.04	43.04	0	43.58	43.58	0	44.12	44.12	0	45.22	45.22	0	43.35	43.35	0	45.4	45.4	0
181536.1	42.01	42.01	0	42.76	42.76	0	43.33	43.33	0	43.87	43.87	0	45.04	45.04	0	43.11	43.11	0	45.3	45.3	0
180697.6	41.41	41.41	0	42.3	42.3	0	42.9	42.9	0	43.48	43.48	0	44.81	44.81	0	42.72	42.72	0	45.2	45.2	0
179876.8	40.49	40.49	0	41.55	41.55	0	42.31	42.31	0	43.03	43.03	0	44.62	44.62	0	42.22	42.22	0	45.13	45.13	0
179278.5	39.85	39.85	0	41.03	41.03	0	41.97	41.97	0	42.79	42.79	0	44.52	44.52	0	41.9	41.9	0	45.07	45.07	0
178638.8	39.69	39.69	0	40.92	40.92	0	41.89	41.89	0	42.73	42.73	0	44.49	44.49	0	41.83	41.83	0	45.05	45.05	0
178408.8	39.63	39.63	0	40.87	40.87	0	41.86	41.86	0	42.71	42.71	0	44.47	44.47	0	41.79	41.79	0	45.04	45.04	0
177942.3	39.5	39.5	0	40.77	40.77	0	41.78	41.78	0	42.65	42.65	0	44.42	44.42	0	41.72	41.72	0	44.99	44.99	0
177527.3	39.48	39.48	0	40.75	40.75	0	41.76	41.76	0	42.63	42.63	0	44.39	44.39	0	41.7	41.7	0	44.96	44.96	0
177504.3	39.48	39.48	0	40.74	40.74	0	41.74	41.74	0	42.6	42.6	0	44.32	44.32	0	41.68	41.68	0	44.87	44.87	0
177479	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
177454.3	39.48	39.48	0	40.74	40.74	0	41.74	41.74	0	42.6	42.6	0	44.31	44.31	0	41.68	41.68	0	44.86	44.86	0
177429	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
177404.3	39.48	39.48	0	40.74	40.74	0	41.74	41.74	0	42.6	42.6	0	44.31	44.31	0	41.67	41.67	0	44.85	44.85	0
177381.3	39.47	39.47	0	40.73	40.73	0	41.73	41.73	0	42.58	42.58	0	44.25	44.25	0	41.67	41.67	0	44.77	44.77	0
176737.7	39.41	39.41	0	40.67	40.67	0	41.67	41.67	0	42.51	42.51	0	44.13	44.13	0	41.6	41.6	0	44.63	44.63	0
175962.3	39.24	39.24	0	40.54	40.54	0	41.54	41.54	0	42.38	42.38	0	43.95	43.95	0	41.48	41.48	0	44.42	44.42	0
175051	39.13	39.13	0	40.46	40.46	0	41.47	41.47	0	42.32	42.32	0	43.86	43.86	0	41.4	41.4	0	44.32	44.32	0
174558.5	39.07	39.07	0	40.41	40.41	0	41.44	41.44	0	42.28	42.28	0	43.82	43.82	0	41.37	41.37	0	44.28	44.28	0
173895.4	39	39	0	40.35	40.35	0	41.38	41.38	0	42.23	42.23	0	43.77	43.77	0	41.31	41.31	0	44.23	44.23	0
173103.5	38.92	38.92	0	40.27	40.27	0	41.31	41.31	0	42.18	42.18	0	43.73	43.73	0	41.24	41.24	0	44.19	44.19	0
172458.4	38.85	38.85	0	40.19	40.19	0	41.24	41.24	0	42.12	42.12	0	43.69	43.69	0	41.16	41.16	0	44.15	44.15	0
171705.5	38.77	38.77	0	40.11	40.11	0	41.15	41.15	0	42.05	42.05	0	43.65	43.65	0	41.07	41.07	0	44.11	44.11	0
170870.1	38.65	38.65	0	39.96	39.96	0	41.02	41.02	0	41.96	41.96	0	43.6	43.6	0	40.94	40.94	0	44.07	44.07	0
170732.7	38.59	38.59	0	39.86	39.86	0	40.96	40.96	0	41.91	41.91	0	43.57	43.57	0	40.88	40.87	-0.01	44.05	44.05	0
170703.4	38.58	38.58	0	39.85	39.85	0	40.96	40.96	0	41.91	41.91	0	43.57	43.57	0	40.87	40.87	0	44.05	44.05	0
170247.8	38.5	38.5	0	39.74	39.74	0	40.89	40.89	0	41.86	41.86	0	43.54	43.54	0	40.8	40.8	0	44.02	44.02	0
169549.2	38.42	38.42	0	39.64	39.64	0	40.81	40.81	0	41.79	41.79	0	43.5	43.5	0	40.72	40.72	0	43.98	43.98	0
168792.3	38.36	38.36	0	39.57	39.57	0	40.74	40.74	0	41.73	41.73	0	43.45	43.45	0	40.65	40.65	0	43.94	43.94	0
168066.6	38.31	38.3	-0.01	39.51	39.51	0	40.68	40.68	0	41.67	41.67	0	43.39	43.39	0	40.59	40.59	0	43.89	43.89	0
167576.9	38.27	38.27	0	39.47	39.47	0	40.62	40.62	0	41.61	41.61	0	43.31	43.31	0	40.53	40.53	0	43.81	43.81	0
167392.7	38.27	38.27	0	39.47	39.47	0	40.62	40.62	0	41.6	41.6	0	43.3	43.3	0	40.53	40.53	0	43.79	43.79	0
167287	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
167264.8	38.27	38.27	0	39.46	39.46	0	40.62	40.62	0	41.59	41.59	0	43.27	43.27	0	40.53	40.52	-0.01	43.76	43.76	0
167166.6	38.24	38.24	0	39.42	39.42	0	40.57	40.57	0	41.55	41.55	0	43.22	43.22	0	40.47	40.47	0	43.72	43.72	0
166625.9	38.2	38.2	0	39.37	39.37	0	40.51	40.51	0	41.49	41.49	0	43.16	43.16	0	40.41	40.41	0	43.67	43.67	0
165983.9	38.11	38.11	0	39.26	39.26	0	40.4	40.39	-0.01	41.38	41.38	0	43.05	43.05	0	40.3	40.3	0	43.57	43.57	0
165236.1	37.99	37.99	0	39.13	39.13	0	40.25	40.25	0	41.24	41.24	0	42.9	42.9	0	40.15	40.15	0	43.43	43.43	0

164557.7	37.85	37.85	0	38.97	38.97	0	40.1	40.1	0	41.1	41.1	0	42.73	42.73	0	39.99	39.99	0	43.28	43.28	0
163802.3	37.65	37.65	0	38.75	38.75	0	39.9	39.9	0	40.93	40.93	0	42.56	42.56	0	39.78	39.78	0	43.12	43.12	0
163075.4	37.5	37.5	0	38.58	38.58	0	39.73	39.73	0	40.76	40.76	0	42.41	42.41	0	39.6	39.6	0	42.98	42.98	0
162398.3	37.33	37.33	0	38.39	38.38	-0.01	39.51	39.51	0	40.58	40.58	0	42.27	42.27	0	39.38	39.38	0	42.87	42.87	0
161782.5	37.17	37.17	0	38.2	38.2	0	39.33	39.33	0	40.42	40.42	0	42.15	42.15	0	39.19	39.19	0	42.78	42.78	0
161060.4	37.04	37.04	0	38.06	38.06	0	39.19	39.19	0	40.29	40.29	0	42.03	42.03	0	39.04	39.04	0	42.69	42.69	0
160583.7	36.96	36.96	0	37.97	37.97	0	39.1	39.1	0	40.21	40.21	0	41.97	41.97	0	38.94	38.94	0	42.65	42.65	0
160421.2	36.92	36.92	0	37.89	37.89	0	38.98	38.98	0	40.06	40.05	-0.01	41.83	41.83	0	38.82	38.82	0	42.55	42.55	0
160102.4	36.83	36.82	-0.01	37.8	37.8	0	38.89	38.89	0	39.98	39.98	0	41.76	41.76	0	38.74	38.74	0	42.49	42.49	0
160062	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
160052.5	36.8	36.8	0	37.78	37.78	0	38.89	38.88	-0.01	39.97	39.97	0	41.75	41.75	0	38.73	38.73	0	42.49	42.49	0
159946.5	36.7	36.7	0	37.68	37.68	0	38.78	38.78	0	39.87	39.87	0	41.68	41.68	0	38.63	38.63	0	42.42	42.42	0
158714	36.2	36.2	0	37.22	37.22	0	38.38	38.38	0	39.51	39.51	0	41.42	41.42	0	38.22	38.22	0	42.19	42.19	0
158159.6	35.8	35.79	-0.01	36.83	36.83	0	38.02	38.02	0	39.19	39.19	0	41.19	41.19	0	37.85	37.85	0	42.02	42.02	0
157136.7	35.4	35.4	0	36.47	36.47	0	37.69	37.68	-0.01	38.87	38.87	0	40.96	40.96	0	37.51	37.51	0	41.83	41.83	0
156373.5	35.07	35.06	-0.01	36.14	36.14	0	37.36	37.36	0	38.56	38.56	0	40.69	40.69	0	37.19	37.19	0	41.61	41.61	0
155812.6	34.73	34.73	0	35.78	35.78	0	36.99	36.98	-0.01	38.2	38.2	0	40.36	40.36	0	36.82	36.81	-0.01	41.31	41.31	0
155128	34.38	34.37	-0.01	35.4	35.4	0	36.62	36.61	-0.01	37.86	37.86	0	40.12	40.12	0	36.45	36.44	-0.01	41.12	41.12	0
154437.2	34.04	34.03	-0.01	35.1	35.1	0	36.37	36.37	0	37.68	37.68	0	39.97	39.97	0	36.2	36.19	-0.01	40.99	40.99	0
153811	33.76	33.76	0	34.91	34.9	-0.01	36.24	36.24	0	37.58	37.58	0	39.89	39.89	0	36.06	36.06	0	40.9	40.9	0
153192.6	33.48	33.48	0	34.64	34.63	-0.01	36.01	36	-0.01	37.37	37.37	0	39.7	39.7	0	35.82	35.81	-0.01	40.72	40.72	0
152591.1	33.21	33.21	0	34.37	34.37	0	35.76	35.76	0	37.14	37.14	0	39.46	39.46	0	35.57	35.57	0	40.47	40.47	0
152196.2	32.95	32.95	0	34.07	34.07	0	35.44	35.43	-0.01	36.79	36.79	0	39.14	39.14	0	35.25	35.25	0	40.15	40.15	0
152079.2	32.89	32.89	0	34.01	34	-0.01	35.36	35.36	0	36.7	36.7	0	38.99	38.99	0	35.18	35.18	0	40	40	0
151871.2	32.85	32.85	0	33.95	33.94	-0.01	35.33	35.32	-0.01	36.69	36.69	0	39.01	39.01	0	35.14	35.14	0	40.01	40.01	0
151828.2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
151785.2	32.84	32.84	0	33.93	33.93	0	35.36	35.36	0	36.71	36.71	0	39.02	39.02	0	35.18	35.17	-0.01	40.01	40.01	0
151242.6	32.73	32.73	0	33.77	33.76	-0.01	35.26	35.26	0	36.63	36.63	0	38.94	38.94	0	35.07	35.07	0	39.94	39.94	0
150467.1	32.61	32.61	0	33.59	33.59	0	35.03	35.02	-0.01	36.33	36.33	0	38.54	38.54	0	34.85	34.85	0	39.42	39.42	0
149741.7	32.53	32.53	0	33.48	33.47	-0.01	34.88	34.88	0	36.13	36.13	0	38.21	38.21	0	34.71	34.71	0	38.98	38.98	0
148981.8	32.28	32.27	-0.01	33.15	33.14	-0.01	34.48	34.47	-0.01	35.64	35.64	0	37.6	37.6	0	34.32	34.32	0	38.33	38.33	0
148395.9	32.09	32.09	0	32.87	32.86	-0.01	34.09	34.08	-0.01	35.14	35.13	-0.01	37.05	37.05	0	33.95	33.95	0	37.76	37.76	0
147716.3	31.74	31.73	-0.01	32.37	32.37	0	33.44	33.44	0	34.32	34.31	-0.01	36.37	36.37	0	33.34	33.33	-0.01	37.14	37.14	0
147046	31.32	31.32	0	31.81	31.8	-0.01	32.76	32.75	-0.01	33.48	33.48	0	35.47	35.47	0	32.68	32.68	0	36.41	36.41	0
146484.9	31.09	31.09	0	31.49	31.48	-0.01	32.35	32.34	-0.01	32.95	32.94	-0.01	34.67	34.66	-0.01	32.3	32.29	-0.01	35.58	35.57	-0.01
145837	30.84	30.84	0	31.14	31.13	-0.01	31.93	31.92	-0.01	32.39	32.38	-0.01	33.85	33.84	-0.01	31.9	31.89	-0.01	34.63	34.63	0
144892.8	30.53	30.53	0	30.72	30.71	-0.01	31.49	31.48	-0.01	31.82	31.81	-0.01	33.09	33.07	-0.02	31.49	31.48	-0.01	33.81	33.8	-0.01
144315.3	30.33	30.33	0	30.43	30.41	-0.02	31.18	31.16	-0.02	31.54	31.53	-0.01	32.74	32.72	-0.02	31.19	31.18	-0.01	33.43	33.42	-0.01
143670.8	29.97	29.97	0	29.86	29.84	-0.02	30.45	30.43	-0.02	31.02	31	-0.02	32.1	32.06	-0.04	30.54	30.52	-0.02	32.77	32.74	-0.03
143428.5	29.72	29.71	-0.01	29.44	29.42	-0.02	30.38	30.35	-0.03	30.93	30.91	-0.02	32.02	31.98	-0.04	29.97	29.95	-0.02	32.69	32.67	-0.02
143356	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
143346.3	28.61	28.6	-0.01	29.18	29.16	-0.02	29.81	29.79	-0.02	30.39	30.37	-0.02	31.95	31.91	-0.04	29.59	29.57	-0.02	32.63	32.6	-0.03
141725.5	28.38	28.37	-0.01	29.02	28.99	-0.03	29.69	29.66	-0.03	30.34	30.32	-0.02	31.92	31.87	-0.05	29.44	29.42	-0.02	32.6	32.57	-0.03
140561.5	28.35	28.33	-0.02	28.99	28.96	-0.03	29.67	29.64	-0.03	30.32	30.3	-0.02	31.9	31.86	-0.04	29.42	29.39	-0.03	32.58	32.55	-0.03
139436.9	28.32	28.3	-0.02	28.97	28.94	-0.03	29.65	29.62	-0.03	30.3	30.28	-0.02	31.89	31.84	-0.05	29.39	29.37	-0.02	32.56	32.54	-0.02
138379.4	28.27	28.25	-0.02	28.93	28.9	-0.03	29.63	29.59	-0.04	30.28	30.26	-0.02	31.87	31.83	-0.04	29.36	29.34	-0.02	32.55	32.52	-0.03
137393.2	28.07	28.05	-0.02	28.78	28.75	-0.03	29.49	29.45	-0.04	30.16	30.13	-0.03	31.77	31.72	-0.05	29.2	29.17	-0.03	32.43	32.4	-0.03
137087.3	28.01	27.99	-0.02	28.74	28.7	-0.04	29.45	29.4	-0.05	30.12	30.09	-0.03	31.74	31.69	-0.05	29.15	29.12	-0.03	32.39	32.36	-0.03
136801.7	27.94	27.92	-0.02	28.69	28.64	-0.05	29.4	29.36	-0.04	30.08	30.05	-0.03	31.7	31.65	-0.05	29.1	29.07	-0.03	32.35	32.32	-0.03
136414.1	27.89	27.87	-0.02	28.65	28.61	-0.04	29.38	29.33	-0.05	30.05	30.02	-0.03	31.68								

131741.5	27.47	27.43	-0.04	28.33	28.27	-0.06	29.08	29.02	-0.06	29.75	29.72	-0.03	31.4	31.33	-0.07	28.71	28.66	-0.05	31.99	31.95	-0.04
131360.9	27.43	27.39	-0.04	28.3	28.24	-0.06	29.05	28.99	-0.06	29.71	29.68	-0.03	31.36	31.29	-0.07	28.67	28.62	-0.05	31.94	31.9	-0.04
130901.7	27.38	27.34	-0.04	28.26	28.2	-0.06	29.02	28.95	-0.07	29.68	29.65	-0.03	31.32	31.26	-0.06	28.63	28.58	-0.05	31.9	31.86	-0.04
130694.4	27.33	27.29	-0.04	28.22	28.15	-0.07	28.97	28.9	-0.07	29.62	29.59	-0.03	31.26	31.19	-0.07	28.58	28.52	-0.06	31.83	31.79	-0.04
129920.7	27.24	27.2	-0.04	28.14	28.08	-0.06	28.89	28.82	-0.07	29.54	29.5	-0.04	31.17	31.09	-0.08	28.48	28.43	-0.05	31.73	31.68	-0.05
129631	27.2	27.15	-0.05	28.1	28.04	-0.06	28.85	28.78	-0.07	29.5	29.46	-0.04	31.13	31.05	-0.08	28.44	28.38	-0.06	31.68	31.63	-0.05
128562	26.93	26.88	-0.05	27.91	27.84	-0.07	28.71	28.63	-0.08	29.37	29.33	-0.04	31.01	30.92	-0.09	28.24	28.18	-0.06	31.53	31.47	-0.06
127103.5	26.32	26.24	-0.08	27.44	27.33	-0.11	28.35	28.26	-0.09	29.08	29.03	-0.05	30.8	30.69	-0.11	27.74	27.63	-0.11	31.27	31.2	-0.07
126994.4	26.24	26.15	-0.09	27.37	27.26	-0.11	28.28	28.2	-0.08	29.03	28.97	-0.06	30.76	30.64	-0.12	27.65	27.54	-0.11	31.22	31.14	-0.08
126444	25.98	25.88	-0.1	27.17	27.05	-0.12	28.11	28.01	-0.1	28.89	28.82	-0.07	30.67	30.54	-0.13	27.41	27.29	-0.12	31.1	31.02	-0.08
125781.7	25.79	25.68	-0.11	27.01	26.89	-0.12	27.97	27.85	-0.12	28.78	28.7	-0.08	30.59	30.46	-0.13	27.19	27.08	-0.11	31.01	30.92	-0.09
124241.3	25.55	25.41	-0.14	26.85	26.72	-0.13	27.86	27.73	-0.13	28.69	28.62	-0.07	30.54	30.4	-0.14	26.99	26.86	-0.13	30.93	30.83	-0.1
123196.7	25.47	25.33	-0.14	26.78	26.65	-0.13	27.8	27.67	-0.13	28.64	28.56	-0.08	30.49	30.35	-0.14	26.93	26.79	-0.14	30.87	30.77	-0.1
122169.1	25.33	25.18	-0.15	26.69	26.55	-0.14	27.73	27.59	-0.14	28.57	28.49	-0.08	30.43	30.29	-0.14	26.83	26.68	-0.15	30.79	30.68	-0.11
119200.8	24.82	24.58	-0.24	26.38	26.2	-0.18	27.51	27.34	-0.17	28.41	28.31	-0.1	30.33	30.17	-0.16	26.53	26.34	-0.19	30.65	30.53	-0.12
119094.3	24.75	24.51	-0.24	26.32	26.13	-0.19	27.45	27.28	-0.17	28.36	28.26	-0.1	30.3	30.14	-0.16	26.46	26.27	-0.19	30.6	30.48	-0.12
118697.3	24.67	24.4	-0.27	26.26	26.06	-0.2	27.4	27.23	-0.17	28.32	28.22	-0.1	30.27	30.1	-0.17	26.4	26.2	-0.2	30.55	30.43	-0.12
117811.8	24.57	24.3	-0.27	26.18	25.98	-0.2	27.33	27.15	-0.18	28.25	28.15	-0.1	30.21	30.04	-0.17	26.33	26.12	-0.21	30.46	30.34	-0.12
117443.4	24.53	24.26	-0.27	26.14	25.93	-0.21	27.28	27.1	-0.18	28.2	28.1	-0.1	30.17	29.99	-0.18	26.28	26.07	-0.21	30.4	30.27	-0.13
117108.9	24.47	24.19	-0.28	26.09	25.87	-0.22	27.23	27.05	-0.18	28.15	28.05	-0.1	30.12	29.95	-0.17	26.23	26.01	-0.22	30.34	30.21	-0.13
116862.8	24.42	24.14	-0.28	26.03	25.81	-0.22	27.18	26.99	-0.19	28.1	27.99	-0.11	30.08	29.9	-0.18	26.17	25.95	-0.22	30.27	30.14	-0.13
116205.8	24.33	24.04	-0.29	25.94	25.72	-0.22	27.09	26.9	-0.19	28.01	27.91	-0.1	30.01	29.83	-0.18	26.09	25.86	-0.23	30.17	30.02	-0.15
115845.9	24.26	23.95	-0.31	25.87	25.63	-0.24	27.02	26.81	-0.21	27.94	27.82	-0.12	29.95	29.76	-0.19	26	25.77	-0.23	30.07	29.91	-0.16
115336.8	24.15	23.84	-0.31	25.74	25.5	-0.24	26.89	26.68	-0.21	27.8	27.68	-0.12	29.83	29.63	-0.2	25.88	25.63	-0.25	29.88	29.71	-0.17
114846.9	24.08	23.76	-0.32	25.67	25.42	-0.25	26.81	26.59	-0.22	27.71	27.58	-0.13	29.74	29.53	-0.21	25.8	25.55	-0.25	29.72	29.55	-0.17
114343	24.06	23.74	-0.32	25.64	25.4	-0.24	26.78	26.56	-0.22	27.67	27.54	-0.13	29.7	29.49	-0.21	25.77	25.52	-0.25	29.66	29.48	-0.18
113771.2	24.02	23.7	-0.32	25.6	25.35	-0.25	26.73	26.51	-0.22	27.61	27.48	-0.13	29.65	29.43	-0.22	25.73	25.47	-0.26	29.57	29.38	-0.19
113220.5	24	23.68	-0.32	25.57	25.32	-0.25	26.7	26.48	-0.22	27.58	27.44	-0.14	29.62	29.4	-0.22	25.7	25.44	-0.26	29.52	29.32	-0.2
112796	23.94	23.61	-0.33	25.51	25.25	-0.26	26.64	26.41	-0.23	27.56	27.38	-0.18	29.6	29.38	-0.22	25.64	25.37	-0.27	29.49	29.29	-0.2
112517	23.81	23.47	-0.34	25.46	25.2	-0.26	26.58	26.35	-0.23	27.54	27.31	-0.23	29.59	29.36	-0.23	25.58	25.31	-0.27	29.46	29.26	-0.2
112403	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
112393.5	23.71	23.39	-0.32	25.25	24.95	-0.3	26.38	26.12	-0.26	27.38	27.13	-0.25	29.52	29.29	-0.23	25.36	25.07	-0.29	29.34	29.11	-0.23
112198.7	23.71	23.39	-0.32	25.25	24.95	-0.3	26.38	26.12	-0.26	27.38	27.13	-0.25	29.52	29.29	-0.23	25.36	25.07	-0.29	29.33	29.11	-0.22
111295.8	23.67	23.39	-0.28	25.23	24.94	-0.29	26.36	26.11	-0.25	27.36	27.12	-0.24	29.51	29.28	-0.23	25.34	25.06	-0.28	29.32	29.1	-0.22
110479.3	23.66	23.38	-0.28	25.21	24.93	-0.28	26.35	26.11	-0.24	27.35	27.12	-0.23	29.49	29.27	-0.22	25.33	25.06	-0.27	29.3	29.1	-0.2
110033	23.64	23.38	-0.26	25.19	24.93	-0.26	26.32	26.1	-0.22	27.32	27.11	-0.21	29.47	29.27	-0.2	25.3	25.06	-0.24	29.28	29.09	-0.19
109598.1	23.62	23.38	-0.24	25.17	24.93	-0.24	26.3	26.1	-0.2	27.31	27.11	-0.2	29.45	29.26	-0.19	25.28	25.05	-0.23	29.26	29.09	-0.17
108588.6	23.59	23.37	-0.22	25.14	24.92	-0.22	26.28	26.1	-0.18	27.28	27.11	-0.17	29.42	29.26	-0.16	25.26	25.05	-0.21	29.24	29.08	-0.16
107933.1	23.56	23.37	-0.19	25.11	24.92	-0.19	26.26	26.1	-0.16	27.26	27.1	-0.16	29.4	29.26	-0.14	25.23	25.05	-0.18	29.22	29.08	-0.14
107243	23.51	23.37	-0.14	25.08	24.92	-0.16	26.23	26.09	-0.14	27.23	27.1	-0.13	29.38	29.25	-0.13	25.19	25.05	-0.14	29.2	29.08	-0.12
106986.3	23.48	23.37	-0.11	25.04	24.92	-0.12	26.19	26.09	-0.1	27.2	27.1	-0.1	29.35	29.25	-0.1	25.15	25.04	-0.11	29.17	29.08	-0.09
106343.5	23.42	23.36	-0.06	24.98	24.91	-0.07	26.13	26.08	-0.05	27.14	27.09	-0.05	29.3	29.23	-0.07	25.09	25.03	-0.06	29.12	29.06	-0.06
105863.2	23.3	23.3	0	24.84	24.84	0	25.99	26.01	0.02	27.01	27.03	0.02	29.18	29.19	0.01	24.95	24.97	0.02	29.01	29.02	0.01
105183.9	23.04	23.04	0	24.57	24.57	0	25.7	25.73	0.03	26.71	26.73	0.02	28.9	28.91	0.01	24.67	24.69	0.02	28.73	28.74	0.01
104713.5	22.64	22.64	0	24.22	24.22	0	25.39	25.42	0.03	26.42	26.44	0.02	28.66	28.67	0.01	24.33	24.34	0.01	28.5	28.51	0.01
103329.9	22.14	22.14	0	23.78	23.78	0	25	25.02	0.02	26.05	26.07	0.02	28.32	28.34	0.02	23.9	23.91	0.01	28.18	28.2	0.02
103035.3	21.98	21.98	0	23.64	23.64	0	24.85	24.88	0.03	25.91	25.93	0.02	28.18	28.19	0.01	23.75	23.76	0.01	28.04	28.06	0.02
102354.7	21.93	21.93	0	23.58	23.58	0	24.8	24.82	0.02	25.85	25.87	0.02	28.12	28.13	0.01	23.69	23.7	0.01	27.99	28	0.01
101866.7	21.87	21.87	0	23.52	23.52	0	24.73	24.76	0.03	25.78	25.8	0.02	28.05	28.06	0.01	23.63	23.65	0.02	27.92	27.94	0.02
101082.9	21.62	21.62	0	23.27	23.27	0	24.43	24.46	0.03	25.48	25.5	0.02	27.74	27.75	0.01	23.37	23.39	0.02	27.63	27.64	0.01
100234.2	21.17	21.17	0	22.86	22.86	0	24.03	24.06	0.03	25.1	25.12	0.02	27.37	27.38	0.01	22.96	22.97	0.01	27.27	27.3	0.03
99799.69	20.97	20.97	0	22.66	22.66	0	23.83	23.85	0.02	24.89	24.92	0.03	27.15	27.17	0.02	22.75	22.76	0.01	27.07	27.1	0.03
99364.63	20.89	20.89	0	22.57	22.57	0	23.74	23.77	0.03	24.81	24.83	0.02	27.05	27.06	0.01	22.67	22.68	0.01	26.98	27	0.02
98306.72	20.87	20.87	0	22.55	22.55	0	23.72	23.75	0.03	24.78	24.81	0.03	27.02	27.04	0.02	22.65	22.66	0.01	26.95	26.97	0.02
97470.49	20.83	20.83	0	22.51	22.51	0	23.67	23.7	0.03	24.73	24.75	0.02	26.96	26.98	0.02	22.6	22.61	0.01	26.9	26.92	0.02
97180.24	20.7	20.7	0	22.37	22.37	0	23.52	23.55	0.03	24.57	24.59	0.02	26.77	26.79	0.02	22.46	22.47	0.01	26.72	26.75	0.03

96307.12	20.49	20.49	0	22.13	22.13	0	23.26	23.28	0.02	24.29	24.31	0.02	26.47	26.48	0.01	22.22	22.23	0.01	26.44	26.47	0.03
95781.87	20.3	20.3	0	21.93	21.93	0	23.04	23.07	0.03	24.06	24.09	0.03	26.22	26.24	0.02	22.01	22.02	0.01	26.22	26.25	0.03
95457.09	20.25	20.25	0	21.87	21.87	0	22.99	23.02	0.03	24.01	24.03	0.02	26.16	26.18	0.02	21.96	21.97	0.01	26.17	26.2	0.03
95416	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
95406.35	19.92	19.92	0	21.51	21.51	0	22.68	22.72	0.04	23.82	23.85	0.03	26.06	26.08	0.02	21.59	21.59	0	26.08	26.1	0.02
94641.43	19.81	19.81	0	21.37	21.37	0	22.53	22.57	0.04	23.67	23.7	0.03	25.91	25.93	0.02	21.44	21.45	0.01	25.94	25.97	0.03
94111.47	19.73	19.73	0	21.29	21.29	0	22.46	22.49	0.03	23.6	23.63	0.03	25.84	25.86	0.02	21.37	21.37	0	25.88	25.91	0.03
93497.69	19.5	19.49	-0.01	21.04	21.04	0	22.19	22.23	0.04	23.34	23.37	0.03	25.6	25.62	0.02	21.11	21.11	0	25.66	25.7	0.04
92709.32	18.99	18.99	0	20.51	20.5	-0.01	21.65	21.69	0.04	22.83	22.87	0.04	25.22	25.24	0.02	20.56	20.56	0	25.33	25.37	0.04
92296.93	18.72	18.72	0	20.21	20.21	0	21.35	21.38	0.03	22.54	22.57	0.03	24.99	25.01	0.02	20.26	20.26	0	25.14	25.18	0.04
92000.23	18.64	18.64	0	20.11	20.1	-0.01	21.23	21.27	0.04	22.41	22.45	0.04	24.86	24.89	0.03	20.15	20.15	0	25.04	25.08	0.04
91128.72	18.58	18.58	0	20.04	20.04	0	21.16	21.2	0.04	22.34	22.38	0.04	24.81	24.84	0.03	20.08	20.09	0.01	24.99	25.04	0.05
90216.02	18.36	18.36	0	19.74	19.74	0	20.8	20.84	0.04	21.96	22	0.04	24.66	24.7	0.04	19.77	19.77	0	24.87	24.92	0.05
90082	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
90072.02	18.21	18.21	0	19.52	19.52	0	20.47	20.51	0.04	21.68	21.72	0.04	24.54	24.58	0.04	19.54	19.54	0	24.78	24.83	0.05
89784.58	18.08	18.08	0	19.39	19.35	-0.04	20.32	20.36	0.04	21.56	21.61	0.05	24.5	24.54	0.04	19.41	19.41	0	24.75	24.81	0.06
89314.28	18.01	18.01	0	19.29	19.27	-0.02	20.22	20.26	0.04	21.45	21.5	0.05	24.4	24.44	0.04	19.3	19.3	0	24.67	24.72	0.05
88917.6	18.03	18.03	0	19.32	19.29	-0.03	20.25	20.29	0.04	21.48	21.52	0.04	24.4	24.43	0.03	19.33	19.33	0	24.66	24.72	0.06
88061.18	17.95	17.95	0	19.23	19.21	-0.02	20.16	20.2	0.04	21.4	21.44	0.04	24.34	24.38	0.04	19.24	19.24	0	24.62	24.67	0.05
87585.76	17.92	17.92	0	19.19	19.17	-0.02	20.11	20.15	0.04	21.35	21.4	0.05	24.27	24.32	0.05	19.2	19.2	0	24.57	24.63	0.06
87139.14	17.88	17.89	0.01	19.16	19.14	-0.02	20.08	20.12	0.04	21.33	21.38	0.05	24.27	24.31	0.04	19.17	19.17	0	24.56	24.62	0.06
86715.28	17.69	17.69	0	18.97	18.94	-0.03	19.9	19.94	0.04	21.19	21.24	0.05	24.2	24.24	0.04	18.97	18.97	0	24.51	24.57	0.06
86095.77	17.51	17.51	0	18.76	18.73	-0.03	19.68	19.72	0.04	20.99	21.05	0.06	24.09	24.14	0.05	18.75	18.75	0	24.42	24.48	0.06
85656.1	17.51	17.51	0	18.76	18.73	-0.03	19.68	19.72	0.04	20.99	21.04	0.05	24.08	24.13	0.05	18.75	18.75	0	24.42	24.48	0.06
85188.46	17.47	17.48	0.01	18.72	18.69	-0.03	19.64	19.68	0.04	20.95	21	0.05	24.05	24.1	0.05	18.71	18.71	0	24.39	24.45	0.06
84787.06	17.39	17.39	0	18.63	18.6	-0.03	19.54	19.58	0.04	20.86	20.92	0.06	24	24.04	0.04	18.62	18.61	-0.01	24.35	24.41	0.06
83977.63	17.38	17.38	0	18.62	18.59	-0.03	19.51	19.56	0.05	20.84	20.89	0.05	23.96	24.01	0.05	18.6	18.6	0	24.32	24.38	0.06
83496.46	17.37	17.37	0	18.6	18.57	-0.03	19.5	19.54	0.04	20.82	20.87	0.05	23.95	23.99	0.04	18.59	18.58	-0.01	24.31	24.38	0.07
82967.02	17.29	17.29	0	18.51	18.48	-0.03	19.39	19.43	0.04	20.72	20.78	0.06	23.86	23.91	0.05	18.49	18.49	0	24.25	24.31	0.06
82338.22	17.26	17.26	0	18.47	18.44	-0.03	19.34	19.39	0.05	20.68	20.74	0.06	23.83	23.88	0.05	18.45	18.44	-0.01	24.23	24.29	0.06
81909.22	17.23	17.23	0	18.43	18.4	-0.03	19.3	19.35	0.05	20.65	20.7	0.05	23.81	23.86	0.05	18.41	18.41	0	24.21	24.27	0.06
81354.43	17.19	17.19	0	18.39	18.36	-0.03	19.25	19.3	0.05	20.6	20.66	0.06	23.78	23.83	0.05	18.36	18.36	0	24.18	24.25	0.07
80754.51	17.08	17.08	0	18.28	18.24	-0.04	19.14	19.19	0.05	20.52	20.58	0.06	23.74	23.79	0.05	18.24	18.24	0	24.16	24.22	0.06
80330.4	16.99	17	0.01	18.17	18.13	-0.04	19.01	19.06	0.05	20.39	20.45	0.06	23.65	23.71	0.06	18.13	18.12	-0.01	24.09	24.16	0.07
79844.64	16.97	16.97	0	18.13	18.1	-0.03	18.97	19.02	0.05	20.35	20.41	0.06	23.61	23.66	0.05	18.1	18.09	-0.01	24.05	24.12	0.07
79318.73	16.97	16.97	0	18.13	18.09	-0.04	18.97	19.01	0.04	20.34	20.41	0.07	23.6	23.66	0.06	18.09	18.08	-0.01	24.05	24.12	0.07
78339.78	16.94	16.95	0.01	18.1	18.06	-0.04	18.93	18.98	0.05	20.31	20.37	0.06	23.57	23.62	0.05	18.06	18.05	-0.01	24.02	24.09	0.07
77642.36	16.73	16.73	0	17.86	17.82	-0.04	18.66	18.71	0.05	20.05	20.11	0.06	23.34	23.4	0.06	17.81	17.8	-0.01	23.83	23.9	0.07
77113.22	16.44	16.44	0	17.57	17.53	-0.04	18.33	18.38	0.05	19.73	19.8	0.07	23.11	23.17	0.06	17.49	17.48	-0.01	23.64	23.72	0.08
76553.81	16.29	16.29	0	17.4	17.37	-0.03	18.13	18.18	0.05	19.52	19.58	0.06	22.8	22.86	0.06	17.31	17.3	-0.01	23.37	23.44	0.07
74948.85	16.1	16.1	0	17.22	17.18	-0.04	17.92	17.97	0.05	19.32	19.39	0.07	22.58	22.63	0.05	17.11	17.1	-0.01	23.18	23.25	0.07
73997.74	14.92	14.92	0	16.68	16.64	-0.04	17.36	17.41	0.05	18.79	18.86	0.07	22.09	22.14	0.05	16.52	16.51	-0.01	22.78	22.86	0.08
73902	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
73892.7	14.94	14.95	0.01	16.35	16.31	-0.04	16.96	17.01	0.05	18.4	18.46	0.06	21.86	21.92	0.06	16.16	16.15	-0.01	22.62	22.71	0.09
73438.09	14.82	14.82	0	16.22	16.19	-0.03	16.89	16.94	0.05	18.33	18.4	0.07	21.8	21.85	0.05	16.02	16.01	-0.01	22.57	22.65	0.08
72765.55	14.29	14.3	0.01	15.68	15.64	-0.04	16.51	16.56	0.05	17.99	18.06	0.07	21.53	21.58	0.05	15.45	15.45	0	22.34	22.42	0.08
72158	14.05	14.05	0	15.41	15.38	-0.03	16.18	16.23	0.05	17.64	17.7	0.06	21.1	21.15	0.05	15.19	15.18	-0.01	21.93	22	

66278.07	12.47	12.48	0.01	13.75	13.72	-0.03	14.24	14.28	0.04	15.68	15.74	0.06	19.09	19.1	0.01	13.53	13.53	0	20.1	20.18	0.08
65855.65	12.43	12.43	0	13.69	13.66	-0.03	14.17	14.21	0.04	15.61	15.66	0.05	19.01	19.03	0.02	13.48	13.47	-0.01	20.03	20.12	0.09
65278.99	12.35	12.35	0	13.61	13.58	-0.03	14.08	14.11	0.03	15.52	15.57	0.05	18.95	18.97	0.02	13.4	13.39	-0.01	19.99	20.07	0.08
64820.26	12.27	12.28	0.01	13.54	13.51	-0.03	13.99	14.02	0.03	15.43	15.48	0.05	18.87	18.89	0.02	13.32	13.31	-0.01	19.92	20	0.08
64342.25	12.19	12.2	0.01	13.45	13.42	-0.03	13.88	13.92	0.04	15.34	15.39	0.05	18.81	18.82	0.01	13.23	13.23	0	19.87	19.95	0.08
63836.08	12.11	12.11	0	13.36	13.33	-0.03	13.77	13.81	0.04	15.23	15.28	0.05	18.71	18.72	0.01	13.14	13.14	0	19.79	19.88	0.09
63388.22	12.08	12.08	0	13.33	13.3	-0.03	13.73	13.76	0.03	15.18	15.23	0.05	18.66	18.67	0.01	13.11	13.1	-0.01	19.75	19.84	0.09
62915.31	12.07	12.07	0	13.33	13.3	-0.03	13.73	13.76	0.03	15.19	15.24	0.05	18.68	18.69	0.01	13.11	13.1	-0.01	19.77	19.85	0.08
62430.47	12.02	12.02	0	13.27	13.24	-0.03	13.66	13.69	0.03	15.12	15.17	0.05	18.62	18.63	0.01	13.05	13.04	-0.01	19.72	19.81	0.09
61909.39	11.95	11.95	0	13.2	13.17	-0.03	13.57	13.61	0.04	15.04	15.09	0.05	18.57	18.58	0.01	12.98	12.98	0	19.69	19.77	0.08
61501.83	11.88	11.89	0.01	13.13	13.1	-0.03	13.49	13.52	0.03	14.95	15.01	0.06	18.5	18.51	0.01	12.89	12.88	-0.01	19.62	19.71	0.09
61032.89	11.86	11.87	0.01	13.11	13.08	-0.03	13.47	13.5	0.03	14.94	14.99	0.05	18.49	18.5	0.01	12.87	12.86	-0.01	19.62	19.7	0.08
60519.12	11.78	11.79	0.01	13.02	12.99	-0.03	13.35	13.39	0.04	14.82	14.87	0.05	18.4	18.41	0.01	12.75	12.74	-0.01	19.53	19.62	0.09
60116.03	11.71	11.72	0.01	12.95	12.92	-0.03	13.27	13.3	0.03	14.72	14.78	0.06	18.33	18.34	0.01	12.66	12.65	-0.01	19.46	19.55	0.09
59615.46	11.62	11.63	0.01	12.84	12.81	-0.03	13.13	13.16	0.03	14.6	14.65	0.05	18.23	18.23	0	12.52	12.52	0	19.39	19.48	0.09
59124.95	11.54	11.55	0.01	12.74	12.71	-0.03	13.01	13.04	0.03	14.47	14.52	0.05	18.14	18.14	0	12.4	12.4	0	19.33	19.41	0.08
58716.18	11.47	11.48	0.01	12.66	12.64	-0.02	12.91	12.94	0.03	14.37	14.42	0.05	18.07	18.07	0	12.3	12.3	0	19.27	19.36	0.09
58138.03	11.38	11.38	0	12.57	12.54	-0.03	12.79	12.82	0.03	14.28	14.33	0.05	18	18	0	12.18	12.17	-0.01	19.21	19.3	0.09
57696.46	11.32	11.32	0	12.49	12.47	-0.02	12.7	12.73	0.03	14.18	14.23	0.05	17.97	17.96	-0.01	12.08	12.07	-0.01	19.18	19.27	0.09
57171.49	11.03	11.04	0.01	12.15	12.13	-0.02	12.25	12.28	0.03	13.76	13.8	0.04	17.78	17.77	-0.01	11.63	11.63	0	19.05	19.14	0.09
55860.57	10.58	10.59	0.01	11.59	11.57	-0.02	11.49	11.51	0.02	12.91	12.95	0.04	16.67	17.62	0.95	10.89	10.88	-0.01	18.95	19.05	0.1
55625	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
55615.42	9.21	9.22	0.01	10.16	10.14	-0.02	11.05	11.06	0.01	12.02	12.04	0.02	14.73	14.8	0.07	10.53	10.52	-0.01	15.6	15.61	0.01
54910.52	9.18	9.19	0.01	10.13	10.11	-0.02	11.03	11.04	0.01	12.01	12.03	0.02	14.62	14.69	0.07	10.5	10.49	-0.01	15.49	15.5	0.01
54018.04	9.07	9.07	0	10.01	9.99	-0.02	10.9	10.91	0.01	11.87	11.88	0.01	14.46	14.53	0.07	10.37	10.36	-0.01	15.34	15.34	0
53599.25	9.02	9.03	0.01	9.96	9.94	-0.02	10.86	10.87	0.01	11.83	11.84	0.01	14.41	14.48	0.07	10.32	10.32	0	15.29	15.29	0
53094.82	8.91	8.92	0.01	9.86	9.84	-0.02	10.76	10.77	0.01	11.73	11.75	0.02	14.32	14.39	0.07	10.22	10.21	-0.01	15.22	15.22	0
52493.2	8.79	8.79	0	9.72	9.7	-0.02	10.61	10.62	0.01	11.57	11.59	0.02	14.14	14.21	0.07	10.06	10.06	0	15.06	15.06	0
51920.67	8.68	8.69	0.01	9.61	9.59	-0.02	10.5	10.51	0.01	11.46	11.47	0.01	14.04	14.11	0.07	9.95	9.94	-0.01	14.98	14.97	-0.01
51508.69	8.64	8.64	0	9.56	9.54	-0.02	10.46	10.46	0	11.41	11.42	0.01	14	14.07	0.07	9.9	9.9	0	14.93	14.93	0
51010.65	8.63	8.63	0	9.56	9.54	-0.02	10.45	10.46	0.01	11.41	11.42	0.01	14	14.07	0.07	9.89	9.89	0	14.93	14.93	0
50212.01	8.6	8.6	0	9.53	9.51	-0.02	10.42	10.43	0.01	11.38	11.39	0.01	13.98	14.05	0.07	9.86	9.86	0	14.92	14.91	-0.01
49467.98	8.58	8.58	0	9.51	9.49	-0.02	10.41	10.41	0	11.37	11.38	0.01	13.96	14.03	0.07	9.84	9.84	0	14.9	14.9	0
48780.15	8.52	8.52	0	9.44	9.43	-0.01	10.34	10.34	0	11.29	11.3	0.01	13.88	13.95	0.07	9.77	9.77	0	14.83	14.82	-0.01
48325.42	8.47	8.47	0	9.39	9.37	-0.02	10.28	10.28	0	11.23	11.24	0.01	13.8	13.87	0.07	9.72	9.71	-0.01	14.75	14.74	-0.01
47709.01	8.45	8.45	0	9.37	9.36	-0.01	10.26	10.27	0.01	11.21	11.22	0.01	13.78	13.85	0.07	9.7	9.7	0	14.74	14.73	-0.01
47050.92	8.41	8.41	0	9.33	9.31	-0.02	10.22	10.22	0	11.16	11.17	0.01	13.72	13.79	0.07	9.65	9.65	0	14.69	14.68	-0.01
46388.4	8.18	8.18	0	9.06	9.04	-0.02	9.92	9.92	0	10.81	10.81	0	13.2	13.27	0.07	9.35	9.35	0	14.14	14.11	-0.03
46289	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46279.31	7.67	7.67	0	8.55	8.54	-0.01	9.41	9.41	0	10.29	10.29	0	12.76	12.81	0.05	8.84	8.83	-0.01	13.53	13.88	0.35
46239.39	7.57	7.57	0	8.44	8.43	-0.01	9.31	9.3	-0.01	10.18	10.18	0	12.64	12.69	0.05	8.72	8.72	0	13.41	13.82	0.41
46224	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46214.15	7.52	7.52	0	8.39	8.38	-0.01	9.25	9.24	-0.01	10.04	10.04	0	12.18	12.22	0.04	8.66	8.66	0	12.67	12.69	0.02
44075.74	7.36	7.36	0	8.24	8.22	-0.02	9.11	9.09	-0.02	9.89	9.89	0	12.05	12.09	0.04	8.5	8.5	0	12.54	12.56	0.02
43257.53	7.31	7.31	0	8.18	8.17	-0.01	9.05	9.04	-0.01	9.83	9.83	0	11.98	12.01	0.03	8.44	8.44	0	12.46	12.48	0.02
42651.33	7.28	7.27	-0.01	8.15	8.13	-0.02	9.01	9	-0.01	9.79	9.78	-0.01	11.92	11.96	0.04	8.4	8.4	0	12.4	12.42	0.02
42050.86	7.27	7.26	-0.01	8.13	8.12	-0.01	9	8.99	-0.01	9.78	9.77	-0.01	11.92	11.95	0.03	8.39	8.39	0	12.39	12.41	0.02
41420.54	7.21	7.21	0	8.08	8.06	-0.02	8.95	8.93	-0.02	9.72	9.71	-0.01	11.85	11.88	0.03	8.33	8.33	0	12.32	12.34	0.02
41099.91	7.18	7.18	0	8.05	8.03	-0.02	8.92	8.9	-0.02	9.69	9.68	-0.01	11.81	11.85	0.04	8.3	8.29	-0.01	12.28	12.3	0.02
40310.46	7.08	7.08	0	7.94	7.93	-0.01	8.81	8.79	-0.02	9.58	9.56	-0.02	11.7	11.73	0.03	8.18	8.18	0	12.17	12.19	0.02
39765.4	7.07	7.06	-0.01	7.93	7.91	-0.02	8.8	8.78	-0.02	9.56	9.54	-0.02	11.66	11.69	0.03	8.16	8.16	0	12.13	12.14	0.01
39372.55	7.05	7.05	0	7.91	7.9	-0.01	8.78	8.76	-0.02	9.54	9.52	-0.02	11.64	11.67	0.03	8.15	8.15	0	12.1	12.11	0.01
38390.74	7.02	7.01	-0.01	7.88	7.86	-0.02	8.75	8.73	-0.02	9.5	9.49	-0.01	11.6	11.63	0.03	8.11	8.11	0	12.06	12.07	0.01
37273.21	6.58	6.57	-0.01	7.41	7.4	-0.01	8.27	8.24	-0.03	8.97	8.94	-0.03	10.95	10.98	0.03	7.6	7.6	0	11.37	11.37	0
37222	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
37212.22	6.51	6.5	-0.01	7.32	7.31	-0.01	8.17	8.14	-0.03	8.85	8.82	-0.03	10.88	10.9	0.02	7.5	7.5	0	11.28	11.28	0

Figure 11: Year Water Surface Profile for Proposed Condition

36556.81	6.47	6.46	-0.01	7.29	7.28	-0.01	8.14	8.11	-0.03	8.83	8.8	-0.03	10.87	10.89	0.02	7.46	7.46	0	11.25	11.25	0
35779.77	6.22	6.21	-0.01	7.01	7	-0.01	7.83	7.81	-0.02	8.5	8.48	-0.02	10.5	10.51	0.01	7.14	7.14	0	10.79	10.78	-0.01
34479.79	6.07	6.06	-0.01	6.85	6.84	-0.01	7.66	7.64	-0.02	8.32	8.3	-0.02	10.33	10.33	0	6.95	6.95	0	10.57	10.56	-0.01
33866.14	5.93	5.93	0	6.71	6.7	-0.01	7.52	7.51	-0.01	8.18	8.16	-0.02	10.22	10.23	0.01	6.78	6.78	0	10.44	10.43	-0.01
33491.25	5.91	5.9	-0.01	6.69	6.68	-0.01	7.5	7.49	-0.01	8.16	8.15	-0.01	10.21	10.22	0.01	6.76	6.76	0	10.43	10.42	-0.01
32502.26	5.82	5.82	0	6.6	6.6	0	7.42	7.41	-0.01	8.08	8.07	-0.01	10.14	10.14	0	6.66	6.66	0	10.34	10.32	-0.02
31499.75	5.61	5.61	0	6.38	6.38	0	7.19	7.19	0	7.84	7.84	0	9.94	9.94	0	6.39	6.39	0	10.09	10.07	-0.02
30794.12	5.64	5.64	0	6.42	6.41	-0.01	7.23	7.23	0	7.89	7.88	-0.01	9.97	9.97	0	6.44	6.43	-0.01	10.12	10.1	-0.02
30139.49	5.61	5.61	0	6.38	6.38	0	7.2	7.19	-0.01	7.85	7.85	0	9.94	9.94	0	6.39	6.39	0	10.07	10.05	-0.02
28989.75	5.53	5.53	0	6.3	6.3	0	7.11	7.11	0	7.77	7.76	-0.01	9.85	9.85	0	6.3	6.3	0	9.95	9.93	-0.02
27859.82	5.54	5.54	0	6.31	6.3	-0.01	7.11	7.11	0	7.77	7.76	-0.01	9.85	9.85	0	6.3	6.3	0	9.95	9.93	-0.02
26873.54	5.52	5.52	0	6.29	6.29	0	7.09	7.09	0	7.75	7.74	-0.01	9.83	9.82	-0.01	6.28	6.28	0	9.91	9.89	-0.02
25385.56	5.51	5.51	0	6.27	6.27	0	7.08	7.07	-0.01	7.73	7.72	-0.01	9.8	9.8	0	6.26	6.26	0	9.88	9.86	-0.02
24490.1	5.5	5.5	0	6.26	6.26	0	7.07	7.07	0	7.72	7.71	-0.01	9.8	9.79	-0.01	6.25	6.25	0	9.87	9.85	-0.02
23262.63	5.48	5.48	0	6.24	6.24	0	7.04	7.04	0	7.69	7.69	0	9.76	9.76	0	6.22	6.22	0	9.82	9.8	-0.02
20859.46	5.47	5.47	0	6.24	6.24	0	7.04	7.04	0	7.68	7.68	0	9.76	9.75	-0.01	6.21	6.21	0	9.81	9.79	-0.02
18407.6	5.46	5.46	0	6.22	6.22	0	7.02	7.02	0	7.66	7.66	0	9.71	9.71	0	6.2	6.19	-0.01	9.77	9.75	-0.02
16112.37	5.46	5.46	0	6.21	6.21	0	7	7	0	7.63	7.63	0	9.67	9.67	0	6.18	6.18	0	9.73	9.71	-0.02
14000	5.44	5.44	0	6.18	6.18	0	6.97	6.97	0	7.59	7.59	0	9.61	9.6	-0.01	6.15	6.15	0	9.66	9.64	-0.02
11846.42	5.43	5.43	0	6.17	6.17	0	6.95	6.95	0	7.58	7.58	0	9.58	9.58	0	6.14	6.14	0	9.64	9.62	-0.02
9741.539	5.42	5.42	0	6.15	6.15	0	6.93	6.93	0	7.55	7.55	0	9.54	9.53	-0.01	6.12	6.12	0	9.59	9.57	-0.02
8199.469	5.41	5.41	0	6.13	6.13	0	6.9	6.9	0	7.52	7.52	0	9.48	9.48	0	6.1	6.1	0	9.54	9.52	-0.02
7495.891	5.4	5.4	0	6.11	6.11	0	6.88	6.88	0	7.48	7.48	0	9.42	9.42	0	6.08	6.08	0	9.48	9.46	-0.02
7019.933	5.33	5.33	0	6.01	6.01	0	6.74	6.74	0	7.33	7.33	0	9.22	9.22	0	5.97	5.97	0	9.27	9.25	-0.02
6304.094	5.25	5.25	0	5.89	5.89	0	6.6	6.6	0	7.16	7.16	0	9.03	9.03	0	5.84	5.84	0	9.08	9.06	-0.02
5608.017	5.2	5.2	0	5.81	5.81	0	6.5	6.5	0	7.03	7.03	0	8.89	8.88	-0.01	5.75	5.75	0	8.94	8.92	-0.02
4937.113	5.18	5.18	0	5.78	5.78	0	6.47	6.47	0	6.99	6.99	0	8.81	8.8	-0.01	5.73	5.72	-0.01	8.86	8.84	-0.02
4227.846	5.12	5.12	0	5.69	5.69	0	6.34	6.34	0	6.82	6.82	0	8.5	8.5	0	5.62	5.62	0	8.54	8.52	-0.02
3858	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3488.651	5.14	5.14	0	5.72	5.72	0	6.38	6.38	0	6.88	6.88	0	8.58	8.58	0	5.64	5.64	0	8.62	8.6	-0.02
3144.491	5.08	5.08	0	5.59	5.59	0	6.23	6.23	0	6.69	6.69	0	8.31	8.3	-0.01	5.51	5.51	0	8.35	8.33	-0.02
3064	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3054.182	2.67	2.67	0	3.35	3.35	0	4.19	4.19	0	4.79	4.79	0	6.69	6.68	-0.01	3.23	3.22	-0.01	6.73	6.7	-0.03
2800.539	2.55	2.55	0	3.14	3.14	0	3.91	3.91	0	4.42	4.42	0	5.95	5.94	-0.01	2.99	2.99	0	6.18	6.15	-0.03
2102.301	2.26	2.26	0	2.93	2.93	0	3.68	3.68	0	4.15	4.15	0	5.6	5.6	0	2.76	2.76	0	5.83	5.8	-0.03
1412.242	1.73	1.73	0	1.7	1.7	0	1.66	1.66	0	0.88	0.88	0	5.53	5.53	0	1.42	1.42	0	5.76	5.73	-0.03
1057.807	1.82	1.82	0	1.88	1.88	0	1.96	1.96	0	1.34	1.34	0	2.35	2.35	0	1.61	1.61	0	2.57	2.56	-0.01
711.868	1.82	1.82	0	1.89	1.89	0	1.97	1.97	0	1.35	1.35	0	2.45	2.45	0	1.62	1.62	0	2.69	2.68	-0.01
0	1.75	1.75	0	1.75	1.75	0	1.75	1.75	0	0.9	0.9	0	1.3	1.3	0	1.45	1.45	0	1.75	1.75	0



APPENDIX C

CAD DRAWINGS

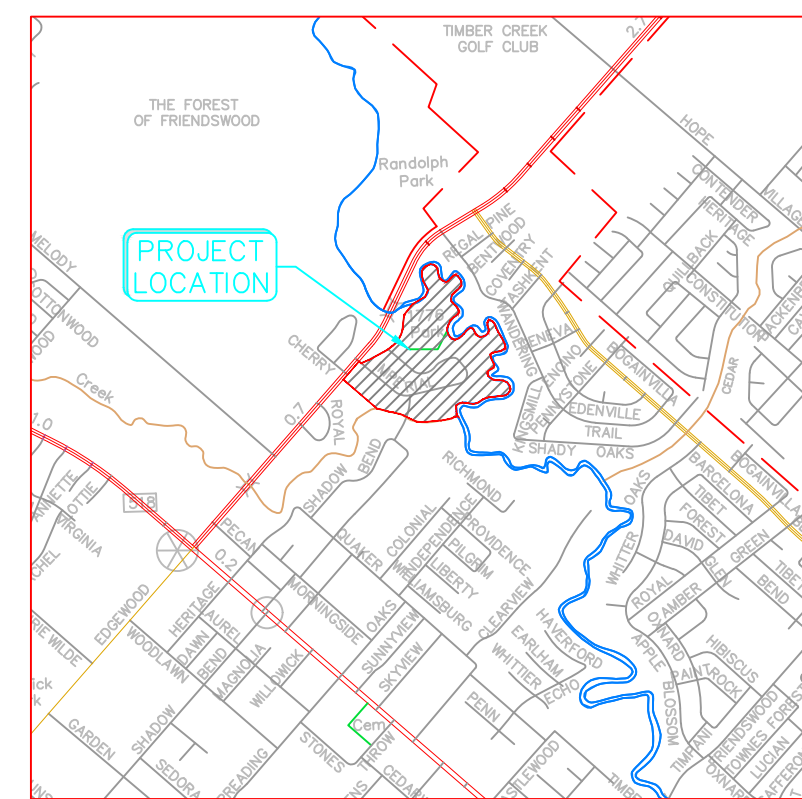
GRADING, DRAINAGE AND UTILITIES

TO SERVE

IMPERIAL ESTATES INLINE DETENTION

FRIENDSWOOD, GALVESTON COUNTY TEXAS

MAY,2019



VICINITY MAP
SCALE: 1" = 1/2 MI.



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GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST REVISED CITY OF FRIENDSWOOD STANDARD DETAILS AND TECHNICAL SPECIFICATIONS.
2. ELEVATION AND CONTOURS SHOWN ARE BASED ON NGVD OF 1929, 1978 RELEVELING.
3. TRENCH SAFETY SYSTEM TO MEET, AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATIONS PART 1926, SUBPART P.
4. EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT (713-223-4567) FOR CENTERPOINT, TEXAS-NEW MEXICO POWER AND AT&T TELEPHONE AND TEXAS ONE-CALL SYSTEM (1-800-245-4545) FOR PIPELINES AND CABLE TV.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE DEPTH, LOCATION AND EXISTENCE OF ALL EXISTING UTILITIES WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION.
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD BEFORE COMMENCING WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPORT ANY AND ALL DISCREPANCIES TO THE OWNER AND THE ENGINEER IN A TIMELY MANNER.
7. CONTRACTOR SHALL ADEQUATELY PROTECT EXISTING STRUCTURES, UTILITIES, TREES, SHRUBS, OTHER PERMANENT OBJECTS AND ADJOINING PROPERTY.
8. NO OPEN EXCAVATIONS SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED, AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AREAS; 3/4 INCH PLYWOOD, WOOD PLANKING WITH OSHA ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS, OR AS APPROVED BY THE CITY OF FRIENDSWOOD.
9. EXISTING PAVEMENTS, CURBS, SIDEWALKS AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION BY THE CONTRACTOR FOR THEIR CONVENIENCE SHALL BE REPLACED PER CURRENT TECHNICAL SPECIFICATIONS BY THE CONTRACTOR AT HIS EXPENSE.
10. CONTRACTOR SHALL PLAN, SCHEDULE, AND PERFORM HIS WORK SO AS TO PROVIDE AND MAINTAIN SAFE PUBLIC TRAFFIC (INGRESS AND EGRESS) AS WELL AS NON-INCONVENIENCE TO ALL PROPERTY OWNERS ALONG THE PROJECT RIGHT OF WAYS DURING CONSTRUCTION PERIOD.
11. FOR LOCATIONS WHERE OPEN CUT CONSTRUCTION IS REQUIRED IN STREETS THE CONTRACTOR SHALL FURNISH AND MAINTAIN ADEQUATE BARRICADES, WARNING AND DIRECTING SIGNS, FLAGS, AND LIGHTS, NOTIFY CITY OF FRIENDSWOOD PROJECT MANAGER (281) 996-3380.
12. ALL SIGNS, BARRICADES, PAVEMENT MARKINGS, TRAFFIC SIGNALS, AND CHANNELIZING DEVICES USED TO HANDLE TRAFFIC SHALL BE SHOWN ON A TRAFFIC CONTROL PLAN (TO BE APPROVED BY THE CITY) AND SHALL CONFORM TO THE LATEST REVISIONS OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS (TMUTCD), "PART VI-TRAFFIC CONTROLS" FOR STREET AND HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS.
13. CONTRACTOR SHALL NOTIFY THE CITY OF FRIENDSWOOD PROJECT MANAGER AND PUBLIC WORKS (281) 996-3380 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

PAVING:

1. PAVEMENT SUBGRADE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD STANDARD DETAILS AND TECHNICAL SPECIFICATIONS, LATEST REVISIONS.
2. CONTRACTOR SHALL NOTIFY THE CITY AT (281) 996-3380, TWENTY-FOUR (24) HOURS PRIOR TO ALL LIMING AND PAVING OPERATIONS.
3. ALL RETURNS SHALL HAVE A TWENTY-FIVE (25) FOOT RADIUS AT BACK OF CURB UNLESS OTHERWISE NOTED.
4. GUIDELINES SET FORTH IN THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE OBSERVED.
5. ALL FILL IN EXISTING OR PROPOSED RIGHTS-OF WAY, INCLUDING BACKDRESSING BEHIND THE CURB, SHALL BE PLACED IN MAXIMUM LOOSE LIFTS OF EIGHT (8) INCHES OR LESS AND COMPACTED TO NINETY-FIVE PERCENT (95%) STANDARD PROCTOR DENSITY WITH AN OPTIMUM MOISTURE CONTENT OF ± 3%.
6. MINIMUM PAVEMENT REINFORCEMENT REQUIREMENT SHALL BE GRADE 60, NO. 4 REBAR, SPACED AT SIXTEEN (16) INCH ON CENTERS EACH WAY.
7. ALL PAVEMENT TO BE A MINIMUM OF SIX (6) INCHES THICK REINFORCED CONCRETE UNLESS OTHERWISE NOTED.
8. PAVING EXPANSION JOINTS SHALL BE PLACED AT A MAXIMUM OF SIXTY (60) FEET.
9. ALL CONCRETE USED FOR PAVEMENT SHALL BE CLASS "A" CONCRETE WITH A MINIMUM 5.0 SACK OF CEMENT PER CUBIC YARDS AND A MINIMUM 3,000 PSI COMPRESSIVE STRENGTH AT TWENTY-EIGHT (28) DAYS.
10. CLASS "A" HYDRATED LIME SHALL BE APPLIED FOR SUBGRADE STABILIZATION AT A MINIMUM OF 6%.
11. CONTRACTOR SHALL INSTALL STREET SIGNS AND STOP SIGNS PER CITY OF FRIENDSWOOD STANDARD DETAILS AND TECHNICAL SPECIFICATIONS.
12. ALIGNMENTS, CENTERLINE CURVE DATA, AND STATIONING FOR ALL CONSTRUCTION SHALL BE DETERMINED FROM SUBDIVISION PLAT.
13. FOR ALL CONCRETE TO BE REMOVED, A TWO (2) INCH DEEP SAW CUT SHALL BE PROVIDED PRIOR TO REMOVAL.
14. REPRESENTATIVES FROM THE CITY, THE OWNER AND THE TESTING LABORATORY SHALL BE PRESENT FOR ALL DENSITY TESTS, LIME OPERATIONS AND PLACEMENT OF CONCRETE PAVING.
15. UNDER NO CIRCUMSTANCES SHALL WATER BE ADDED TO A CONCRETE LOAD AFTER SLUMP TEST AND/OR CONCRETE CYLINDERS HAVE BEEN TAKEN.
16. BLUE REFLECTORIZED PAVEMENT MARKERS SHALL BE PLACED AT FIRE HYDRANT LOCATIONS AND OFFSET SIX (6) INCHES FROM THE CENTERLINE OF THE ROADWAY. REFLECTORS SHALL FACE FLOW OF TRAFFIC.
17. FOR PAVEMENT WIDTHS LESS THAN OR EQUAL TO TWENTY-EIGHT (28) FEET B/B OF CURB:
 - 17.1. MINIMUM STABILIZED SUBGRADE THICKNESS SHALL BE SIX (6) INCHES.
 - 17.2. MINIMUM CONCRETE SLAB THICKNESS SHALL BE SIX (6) INCHES.
18. FOR PAVEMENT WIDTHS GREATER THAN TWENTY-EIGHT (28) FEET B/B OF CURB AND ALL MAJOR ARTERIAL THOROUGHFARES:
 - 18.1. MINIMUM STABILIZED SUBGRADE THICKNESS SHALL BE EIGHT (8) INCHES.
 - 18.2. MINIMUM CONCRETE SLAB THICKNESS SHALL BE SEVEN (7) INCHES.

SANITARY SEWERS

1. FINISHED ELEVATION ON SANITARY MANHOLE RIMS SHALL BE THREE (3) INCHES ABOVE FINISHED GRADE WITHIN THE UTILITY EASEMENT. IF MANHOLE IS LOCATED ADJACENT TO A PUBLIC STREET, THE FINAL ELEVATION OF THE MANHOLE RIM SHALL BE TWO (2) INCHES ABOVE THE CURB OR CENTERLINE OF STREET FOR STREETS WITHOUT PERIMETER CURB.
2. WATER LINES AND SANITARY SEWERS SHALL BE INSTALLED IN SEPARATE TRENCHES AND BE A MINIMUM SEPARATION OF NINE (9) FEET.
3. POLYVINYL CHLORIDE (PVC) SHALL BE IN ACCORDANCE WITH ASTM D3034, SDR 26 FOR ALL DEPTHS.
4. ALL PVC PIPES (ALL TYPES AND SDR/DR WALL THICKNESS TO BE USED) SHALL HAVE A RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D3212. THE GASKET MATERIAL SHALL CONFORM TO ASTM F477, SOLVENT WELDED JOINTS WILL NOT BE APPROVED FOR CITY SANITARY SEWER LINES.
5. ALL DUCTILE IRON (DI) PIPE SHALL BE ONE HUNDRED FIFTY (150) PSI WITH EIGHT (8) MIL, BLACK VIRGIN POLYETHYLENE WRAP AS SPECIFIED IN ANSI/AWWA A215/C105.

SANITARY SEWERS (CONT.)

6. SANITARY SEWER MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD DESIGN STANDARDS. CONTRACTOR TO FURNISH TEST PLUGS AND RISERS. ALL SANITARY SEWER LINES TO BE AIR TESTED IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.
7. SANITARY SEWER TRENCHES UNDER OR WITHIN ONE (1) FOOT OF PROPOSED OR FUTURE PAVEMENT ARE TO BE BACKFILLED WITH CEMENT-STABILIZED SAND BACKFILL, AS SPECIFIED, TO WITHIN ONE (1) FOOT OF SUBGRADE. BEDDING WILL BE CEMENT-STABILIZED SAND BACKFILL (1.1 SACKS CEMENT PER TON OF SAND) FOR ALL SANITARY SEWERS.
8. WATER LINE/NEW SEWER LINE SEPARATION. WHEN NEW SANITARY SEWERS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO WATER LINES THAN NINE (9) FEET IN ALL DIRECTIONS. SEWERS THAT PARALLEL TO WATER LINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHEN NINE (9) FEET OF SEPARATION CANNOT BE MAINTAINED, THE FOLLOWING GUIDELINES APPLY:
 - 8.1 WHEN THE SANITARY SEWER PARALLELS A WATER LINE, THE SANITARY SEWER SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON OR PVC MEETING ASTM SPECIFICATIONS WITH A PRESSURE RATING FOR BOTH THE PIPE AND JOINTS OF 150 PSI. THE VERTICAL SEPARATION SHALL BE A MINIMUM OF TWO (2) FEET BETWEEN OUTSIDE DIAMETERS AND THE HORIZONTAL SEPARATION SHALL BE A MINIMUM OF FOUR (4) FEET BETWEEN OUTSIDE DIAMETERS. THE SANITARY SEWER SHALL BE LOCATED BELOW THE WATER LINE.
 - 8.2 WHEN A SANITARY SEWER CROSSES A WATER LINE AND THE SEWER IS CONSTRUCTED OF CAST IRON, DUCTILE IRON OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, AN ABSOLUTE MINIMUM OF SIX (6) INCHES BETWEEN OUTSIDE DIAMETERS SHALL BE MAINTAINED. THE SANITARY SEWER SHALL BE LOCATED BELOW THE WATER LINE WHEN POSSIBLE AND ONE (1) LENGTH OF THE SANITARY SEWER PIPE MUST BE CENTERED ON THE WATER LINE.
 - 8.3 WHEN A SANITARY SEWER CROSSES UNDER A WATER LINE AND THE SEWER IS CONSTRUCTED OF ABS TRUSS PIPE, SIMILAR SEMI-RIGID PLASTIC COMPOSITE PIPE, CLAY PIPE OR CONCRETE PIPE WITH GASKETED JOINTS, A MINIMUM OF TWO (2) FEET OF SEPARATION SHALL BE MAINTAINED. THE INITIAL BACKFILL SHALL BE CEMENT-STABILIZED SAND (MINIMUM 1.1 SACKS OF CEMENT PER TON OF SAND) FOR ALL SECTIONS OF SANITARY SEWER WITHIN NINE (9) FEET OF THE WATER LINE. THE INITIAL BACKFILL SHALL BE FROM ¼ DIAMETER BELOW THE CENTERLINE OF THE PIPE TO ONE PIPE DIAMETER (BUT NOT LESS THAN TWELVE (12) INCHES) ABOVE THE PIPE.
 - 8.4 WHEN A SANITARY SEWER CROSSES OVER A WATER LINE, ALL PORTIONS OF THE SANITARY SEWER WITHIN NINE (9) FEET OF THE WATER LINE SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS. IN LIEU OF THIS PROCEDURE THE NEW SANITARY SEWER MAY BE ENCASED IN A JOINT OF 150 PSI PRESSURE CLASS PIPE AT LEAST EIGHTEEN (18) FEET LONG AND TWO (2) NOMINAL SIZES LARGER THAN THE NEW SANITARY SEWER. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT INTERVALS OF FIVE (5) FEET WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHOULD BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH NON-SHRINK CEMENT GROUT OR WITH A MANUFACTURED SEAL.
9. ALL PROPOSED SANITARY SEWER LINES SHALL BE DUCTILE IRON OR SDR 26 PVC. DUCTILE IRON PIPE SHALL ONLY BE USED AS APPROVED BY THE CITY OF FRIENDSWOOD.
10. FOR ALL PVC PIPE, USE MANHOLE WATER STOP GASKET AND CLAMP ASSEMBLY AT MANHOLE CONNECTIONS.
11. SANITARY SEWER MANHOLES SHALL BE STANDARD TYPE, UNLESS OTHERWISE NOTED. ALL SANITARY SEWER MANHOLES SHALL BE AT LEAST THREE (3) INCHES ABOVE FINISHED GRADE OR ABOVE 100 YEAR BASE FLOOD ELEVATION (BFE). FOR MANHOLES LOCATED IN THE 100-YEAR FLOOD PLAIN, VENT AND SEAL (BOLTED MANHOLE LID W/ FOUR (4) BOLTS, NO HOLES IN LID) THE MANHOLE TOP AND PROVIDE INFLOW PROTECTOR INSERT UNDER COVER. SECTIONS OF PRECAST MANHOLES SHALL BE JOINED WITH "RAM NEK" IN FLOOD PLAIN.
12. SANITARY SEWER LINES IN PIPE ZONE INSIDE LOT EASEMENT SHALL BE BACKFILLED WITH CEMENT-STABILIZED SAND OR SELECT FILL MATERIAL WITH A PI BETWEEN 20 AND 40.
13. IF WE SAND IS ENCOUNTERED IN TRENCH, USE SPECIAL BEDDING.
14. SANITARY SEWERS CROSSING UTILITIES OTHER THAN WATER LINES SHALL HAVE A MINIMUM CLEARANCE OF SIX (6) INCHES.
15. ALL PRECAST MANHOLES SHALL HAVE A TOP ADJUSTMENT CONSTRUCTED OF PRECAST PCC RINGS NO GREATER THAN TWENTY-FOUR (24) INCHES IN HEIGHT, SEALED WITH NON-SHRINK GROUT, INSIDE AND OUTSIDE. BRICK MANHOLES SHALL NOT BE ALLOWED.
16. ALL SANITARY SEWER MANHOLE COVERS MUST INCLUDE THE WORD "SANITARY SEWER" AND "CITY OF FRIENDSWOOD". THEY MUST ALSO HAVE THE CITY SEAL.
17. SANITARY SEWER MANHOLE COVERS SHALL BE A MINIMUM OF THIRTY-TWO (32) INCHES IN DIAMETER.
18. ALL SANITARY SEWER MANHOLES SHALL HAVE AN INFLOW PROTECTOR,

STORM SEWERS:

1. STORM SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS AND STANDARD DETAILS, LATEST REVISIONS.
2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE (RCP), ASTM C76, CLASS III, TONGUE AND GROOVE, RAM-NEK JOINTS UNLESS OTHERWISE NOTED.
3. REINFORCED CONCRETE STORM SEWER (PIPE, BOX, ETC.) SHALL BE INSTALLED, BEDDED AND BACKFILLED IN CONFORMITY WITH CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS AND STANDARD DETAILS. STORM SEWER PIPE INSTALLED UNDER OR WITHIN ONE (1) FOOT OF PROPOSED OR EXISTING PAVEMENT SHALL BE BACKFILLED WITH CEMENT-STABILIZED SAND, (1.1 SACKS OF CEMENT PER TON OF SAND), TO THE BOTTOM OF THE SUBGRADE.
4. CONCRETE FOR INLETS AND MANHOLES SHALL BE CLASS "A" AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT TWENTY-EIGHT (28) DAYS.
5. ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE AFTER PAVING IS COMPLETE.
6. MINIMUM STORM SEWER SIZE IS TWENTY-FOUR (24) INCH DIAMETER. MINIMUM UPSTREAM ROADSIDE DITCH CULVERT SIZE IS EIGHTEEN (18) INCH DIAMETER.
7. ALL STORM SEWER MANHOLE COVERS MUST INCLUDE THE WORDS, "STORM SEWER" AND "CITY OF FRIENDSWOOD AND HAVE THE "CITY SEAL." MANHOLE COVERS SHALL BE THIRTY-TWO (32) INCHES IN DIAMETER EXCEPT AT CURB INLET COVERS WHICH ARE TWENTY-FOUR (24) INCHES.
8. CONTRACTOR SHALL PROVIDE A MINIMUM OF SIX (6) INCHES CLEARANCE AT ALL UTILITY CROSSINGS WITH STORM SEWERS.
9. ALL INLETS IN RESIDENTIAL DEVELOPMENTS TO BE TYPE "H-2" OR TYPE "B-B" WITH GRATES. ALL INLETS IN COMMERCIAL DEVELOPMENTS AND ON MAJOR THOROUGHFARES TO BE TYPE "H-2" ONLY, UNLESS OTHERWISE APPROVED BY THE CITY OF FRIENDSWOOD.
10. ALL DISTURBED AREAS IN DRAINAGE EASEMENTS OR DETENTION PONDS, SHALL BE HYDOMULCHED AS PER TECHNICAL SPECIFICATIONS SECTION 02910 – HYDOMULCH SEEDING OR APPROVED EQUAL.

WATER LINES:

1. WATER LINE CONSTRUCTION AND TESTING IS TO BE PERFORMED IN ACCORDANCE WITH CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.

WATER LINES (CONT.):

2. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF FOUR (4) FEET MEASURED FROM CENTERLINE OF STREET OR EXISTING NATURAL GROUND WHICHEVER DEPTH IS GREATER, UNLESS OTHERWISE NOTED.
3. PRESSURE TEST OF ALL WATER LINES SHALL BE AT 150 PSI FOR FOUR (4) HOURS AND WITNESSED BY THE CITY PROJECT MANAGER. EXCEPT FIRE LINES WHICH SHALL BE TESTED AT 200 PSI FOR TWO (2) HOURS AND SHALL BE WITNESSED BY THE FIRE MARSHAL.
4. SINGLE METER SERVICE LINES SHALL BE ONE (1) INCH MINIMUM I.D., C.T.S. POLYETHYLENE, SDR-9.
5. CONTRACTOR TO FURNISH AND INSTALL SINGLE SERVICE METER BOXES AT FINISH GRADE.
6. FIRE HYDRANT ASSEMBLIES SHALL INCLUDE ONE (1) EACH LINE SIZE BY SIX (6) INCH TEE, ONE (1) EACH SIX (6) INCH GATE VALVE AND BOX, ONE (1) EACH FIRE HYDRANT WITH SIX (6) INCH LEAD PIPING AND TIE BACKS.
7. WATER VALVES ON MAIN LINES SHALL BE LOCATED AS CLOSE AS POSSIBLE TO EXTENDED PROPERTY LINE AND SHALL CONFORM TO AWWA C-500, OPEN COUNTER CLOCKWISE LEFT, EQUIPPED WITH TWO (2) INCH SQUARE OPERATING NUT. OPERATING NUT SHALL BE A MAXIMUM OF FIVE (5) FEET BELOW FINISH GRADE.
8. WATER LINES FOUR (4) INCH THROUGH TWELVE (12) INCH I.D. SHALL COMPLY THE REQUIREMENTS OF AWWA STANDARD C-900-75, CLASS 150, SDR-18, WITH CAST IRON OUTSIDE DIAMETER AND GASKET BELL END. FITTINGS ARE TO BE MECHANICAL JOINTS IN ACCORDANCE WITH AWWA C-100 OR C-110.
9. ALL CONCRETE THRUST BLOCKING SHALL BE PLACED TO FORM A SOLID CONNECTION BETWEEN FITTINGS, VALVES, AND FIRE HYDRANTS AND UNDISTURBED EARTH. CONCRETE FOR THRUST BLOCKING SHALL BE CLASS "C" AND HAVE A MINIMUM OF 2,500 PSI COMPRESSIVE STRENGTH AT TWENTY-EIGHT (28) DAYS AND CONFORM TO CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS AND STANDARD DETAILS.
10. GRAY IRON AND DUCTILE IRON FITTINGS SHALL CONFORM TO AWWA C-110 AND END JOINTS OF FITTINGS AND MAIN VALVES SHALL CONFORM TO AWWA C-110 AND END JOINTS TO FITTINGS AND MAIN LINE VALVES SHALL CONFORM TO AWWA C-111 FOR RUBBER GASKETED JOINTS. GRAY IRON AND DUCTILE IRON FITTINGS SHALL BE CEMENT LINED OR EPOXY COATED.
11. MINIMUM BURY FOR ALL FIRE HYDRANTS SHALL BE FOUR (4) FEET UNLESS OTHERWISE NOTED. ALL FIRE HYDRANTS AND VALVE BOXES ARE TO BE ADJUSTED TO FINISH GRADE AFTER PAVING IS COMPLETE. PUMPER SERVICE CONNECTION TO FACE CURB.
12. INSTALL CONCRETE BLOCK BENEATH FIRE HYDRANTS BEFORE PLACING CONCRETE THRUST BLOCKING TO INSURE THAT FIRE HYDRANTS ARE INSTALLED LEVEL.
13. CONTRACTOR SHALL NOTIFY CITY PROJECT MANAGER OFFICE SEVENTY-TWO (72) HOURS PRIOR TO START OF CONSTRUCTION.
14. ALL WATER LINES TO BE BACKFILLED TO ONE (1) FOOT ABOVE TOP OF PIPE WITH BANK SAND. FOR PORTIONS OF PIPE LOCATED UNDER PAVEMENT, BACKFILL FROM INITIAL BACKFILL OF BANK SAND TO ONE (1) FOOT BELOW PROPOSED SUBGRADE UNDER PAVEMENT WITH CEMENT-STABILIZED SAND (1.1 SACKS OF CEMENT PER TON OF SAND).
15. ALL FIRE HYDRANTS ARE TO BE LOCATED AS SHOWN ON THE PLANS AND SET THREE (3) FEET BEHIND THE CURB, ONE (1) FOOT FROM PROPERTY LINE FOR STREETS WITH DITCHES OR AT AN APPROVED LOCATION ON RURAL SECTION ROADS. ALL FIRE HYDRANTS SHALL BE AUDITED AND PAINTED AS PER CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.
16. ALL TAPPING SLEEVES SHALL BE STAINLESS STEEL FULL CIRCLE WITH MECHANICAL JOINT TAPPING SLEEVE.
17. THE CONTRACTOR SHALL NOT OPERATE EXISTING CITY WATER VALVES. THE CONTRACTOR SHALL NOTIFY THE CITY PROJECT MANAGER AND CONTACT THE PUBLIC WORKS DEPARTMENT TWENTY-FOUR (24) HOURS MINIMUM, BY FAXING DOCUMENT 01740 – UTILITY DIVISION ASSISTANCE REQUEST TO (281) 482-1083, FOR ANY VALVE OPERATION NECESSARY FOR THE PROJECT. IF ANY VALVE CLOSING RESULTS IN INTERRUPTED SERVICE TO RESIDENTS OR BUSINESSES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROPER NOTICE TO THE AFFECTED PARTIES TWENTY-FOUR (24) HOURS IN ADVANCE OF THE INTERRUPTION.
18. FOR ALL CONSTRUCTION WATER USAGE ON THE PROJECT, A FIRE HYDRANT METER SHALL BE OBTAINED FROM THE CITY AT THE PUBLIC WORKS DEPARTMENT AT 1306 DEEPWOOD DRIVE (281-996-3382). A DEPOSIT SHALL BE REQUIRED FOR THE METER AND A FEE SHALL BE CHARGED FOR ALL METERED WATER USAGE. THE CONTRACTOR SHALL SUPPLY A BACKFLOW PREVENTER FOR THE FIRE HYDRANT METER.

TESTING

ALL TESTING SHALL CONFORM WITH THE CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS SECTION 01470 – TESTING LABORATORY SERVICES AND SECTION 01475 – TESTING PROCEDURES.

1. SECTION 02125 – EXCAVATION AND BACKFILL FOR UTILITIES:
 - 1.1. BACKFILL SHALL BE PLACED IN MAXIMUM LIFTS OF EIGHT (8) INCHES AND COMPACTED TO A DENSITY OF NOT LESS THAN 95% STANDARD PROCTOR WITH OPTIMUM MOISTURE BETWEEN PLUS 3% AND MINUS 3% OR AS OTHERWISE SPECIFIED BY THE SOILS LABORATORY. TEST SHALL BE TAKEN EVERY LIFT, EVERY 500 LINEAR FEET, OR BETWEEN MANHOLES, WHICHEVER RESULTS IN THE GREATEST NUMBER OF DENSITY TESTS.
 - 1.2. FIELD MOISTURE/DENSITY TEST SHALL BE PERFORMED AT A FREQUENCY OF AT LEAST ONE (1) TEST PER 500 SQUARE YARDS OF COMPACTED LIFT. THE DENSITY SHALL NOT BE LESS THAN 95% OF STANDARD PROCTOR WITH A MOISTURE CONTENT OF BETWEEN PLUS 3% AND MINUS 3% OPTIMUM MOISTURE, OR AS DETERMINED BY SOILS LABORATORY. MAXIMUM LIFT FOR TESTING COMPACTED FILL SHALL NOT EXCEED TWELVE (12) INCHES.
2. SECTION 02300 – CAST-IN-PLACE CONCRETE MANHOLES AND SECTION 02305 – PRECAST CONCRETE MANHOLES:
 - 2.1. EXFILTRATION TEST SHALL BE REQUIRED ON EACH MANHOLE SYSTEM.
 - 2.1.1. EACH MANHOLE IS TO BE PLUGGED, FILLED TO THE TOP OF THE RIM WITH WATER FOR THIRTY (30) MINUTES WITH THE ALLOWABLE LEAKAGE OF NOT MORE THAN ½ INCH; OR
 - 2.1.2. PLUG MANHOLE AND VACUUM TEST AT TEN (10) INCHES OF MERCURY WITH A LOSS OF NO MORE THAN ONE (1) INCH OF MERCURY FOR THE TIME TO BE DETERMINED BY THE WIDTH AND DEPTH OF THE MANHOLE.
3. SECTION 02400 – WATER LINES:
 - 3.1. PRESSURE TEST:
 - 3.1.1. A TEST, TO BE SUCCESSFUL SHALL BE WITNESSED BY THE CITY'S PROJECT MANAGER FOR A FOUR (4) HOUR PERIOD, DURING REASONABLE HOURS. THE ALLOWABLE LEAKAGE SHALL BE NO GREATER THAN DETERMINED BY THE FOLLOWING FORMULA:
$$L = NDP^2 / 7400$$
IN WHICH L IS THE ALLOWABLE LEAKAGE IN GALLONS PER HOUR OF TESTING, N IS THE NUMBER OF JOINTS IN THE LENGTH OF PIPE BEING TESTED, D IS THE NOMINAL INSIDE DIAMETER OF THE PIPE IN INCHES, AND P IS THE AVERAGE TEST PRESSURE DURING THIS TEST IN POUNDS PER SQUARE INCH. THE TEST PRESSURE SHALL BE 150 PSI FOR FOUR (4) HOURS. ALL VALVES, FIRE HYDRANTS, AND SERVICES ARE TO BE TESTED TOGETHER.
 - 3.1.2. FIRE LINES SHALL BE TESTED AT 200 PSI FOR TWO (2) HOURS AND SHALL BE WITNESSED BY THE FIRE MARSHAL. LEAKAGE SHALL BE CALCULATED AS STATED ABOVE.

GENERAL CONSTRUCTION
NOTES

FILE NAME: GCNI - 2017.DWG	DATE APPROVED: JULY 1, 2017
SCALE: NTS	REVISED DATE: JUNE 2017



DEPARTMENT OF
PUBLIC WORKS
ENGINEERING DIVISION

IMPERIAL ESTATES INLINE
DETENTION

FRIENDSWOOD, GALVESTON COUNTY TEXAS

PROJECT NUMBER: LE-19007	DATE SUBMITTED: MAY, 2019	SHEET: 2 OF 25
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TESTING (CONT.)

- 3.2 BACTERIAL TEST (BAC-T):

3.2.1 BACTERIAL SAMPLE IS REQUIRED FOR EACH 1,000 FEET OF WATER MAIN, OR CLOSER DEPENDING ON FIRE HYDRANT LOCATIONS, OR PORTION THEREOF. ALSO DEAD ENDS ARE SUBJECT TO TESTING, SUCH AS CUL-DE-SAC. THE FORM NEEDS TO BE LABELED "CONSTRUCTION" OR "SPECIAL." BOTH FORM AND SAMPLE ARE TESTED AT A LABORATORY APPROVED BY TCEQ. PAYMENT SHALL BE EXPECTED AT TIME OF SAMPLING. SAMPLINGS SHALL ONLY BE CONDUCTED ON TUESDAYS AND THURSDAYS WITH FORTY-EIGHT (48) HOUR NOTIFICATION GIVEN IN THE FORM OF DOCUMENT 01740 - UTILITY DIVISION ASSISTANCE FAXED TO (281) 482-1083.
4. SECTION 02500 - GRAVITY SANITARY SEWERS:

4.1 LOW PRESSURE AIR TEST - THE PIPE SHALL UNDERGO A LOW PRESSURE AIR TEST WHICH SHALL CONFORM TO ASTM C828 AND ASTM C494. THE PRESSURE SHALL BE FIVE (5) PSI FOR A DURATION AS DETERMINED BY THE LENGTH AND NOMINAL I.D. OF THE PIPE BEING TESTED.

4.2 MANDREL DEFLECTION TEST - FLEXIBLE AND SEMI-RIGID PIPE DIAMETER DEFLECTION TEST SHALL BE DONE NO SOONER THAN THIRTY (30) DAYS AFTER FINAL BACKFILL. RUN TEST WITH A MANDREL HAVING A DIAMETER EQUAL TO 95% OF THE INSIDE NOMINAL DIAMETER OF THE PIPE BEING TESTED. MANDREL SHALL BE NINE (9) ARM WITH STEEL PROVING RING 2½ INCH RING WIDTH. TO PASS, MANDREL SHALL PASS FREELY THROUGH THE PIPE, PULLED BY ONE (1) WORKER. NO MECHANICAL MEANS SHALL BE ALLOWED TO PULL THE MANDREL.
5. SECTION 02720 - LIME-STABILIZED SUBGRADE:

5.1 LIME

5.1.1 PERCENT LIME DETERMINATION TEST SHALL BE TAKEN BY A CERTIFIED TESTING LABORATORY IN ACCORDANCE WITH ASTM C977-92, BUT SHALL NOT BE LESS THAN 6%.

5.1.2 THE PERCENT LIME USED SHALL BRING THE SOIL TO A P.I. OF NOT MORE THAN 15.

5.1.3 HYDRATED LIME SHALL BE SAMPLED AND TAKEN AT THE DISTRIBUTION AREA OF THE TANKER TRUCK AND TESTED.

5.2. SUBGRADE

5.2.1. ALL SUBGRADE SHALL MEET THE FOLLOWING REQUIREMENTS WHEN TEST DRY BY LABORATORY SIEVES:

MINIMUM PASSING 1½ INCH SIEVE - 100%
MINIMUM PASSING ¾ INCH SIEVE - 85%
MINIMUM PASSING #4 SIEVE - 60%

5.2.2. ALL SUBGRADE SHALL PASS A DENSITY TEST OF NOT LESS THAN 95% STANDARD PROCTOR. METHOD OF TESTING AS PER ASTM D698. TEST TO BE TAKEN EVERY 200 FEET AS MEASURED ALONG CENTERLINE OF THE ROADWAY AT VARYING DISTANCES FROM CENTERLINE OF THE ROADWAY, OR AS DIRECTED BY THE CITY.

5.2.3. THICKNESS TESTS SHALL BE TAKEN AT EVERY 200 FEET AS MEASURED ALONG THE CENTERLINE OF THE ROADWAY.

5.2.4. IF A SINGLE STORM EVENT PRODUCES ONE (1) INCH OR MORE OF RAINFALL, CONTRACTOR SHALL RETEST THE SUBGRADE FOR DENSITY. THE INTERVAL FOR DENSITY RETESTS SHALL BE NOT LESS THAN 500 FEET AS MEASURED ALONG THE CENTERLINE OF THE ROADWAY.
6. SECTION 02805 - CONCRETE PAVING:

6.1 THE CONCRETE PAVEMENT WILL BE TESTED FOR DEPTHS IN ACCORDANCE WITH ASTM C174 TEST. THICKNESS SHALL NOT BE DEFICIENT BY MORE THAN ¼ INCH.
7. SECTION 03300 - STRUCTURAL CONCRETE:

7.1 THE SLUMP, WHEN PLACING CONCRETE, SHALL NOT BE GREATER THAN FIVE (5) INCHES. THIS TEST SHALL BE TAKEN FOR EVERY FIFTY (50) CUBIC YARDS OF CONCRETE, BUT MAY BE TAKEN WHEN IN DOUBT BY THE TESTING LABORATORY TECHNICIAN OR THE CITY PROJECT MANAGER.

7.2 TEMPERATURE OF THE CONCRETE WILL BE TAKEN AS DIRECTED BY THE CITY PROJECT MANAGER AND SHALL BE LESS THAN 90° F.

7.3 THERE SHALL BE CYLINDERS TAKEN BY THE TESTING LABORATORY TECHNICIAN NUMBERING FOUR (4) CYLINDERS PER 100 CUBIC YARDS OF PAVING OR PART THEREOF FOR EACH DAYS PLACEMENT. TWO (2) CYLINDERS SHALL BE TESTED AT SEVEN (7) DAYS AND TWO (2) CYLINDERS SHALL BE TESTED AT TWENTY-EIGHT (28) DAYS WITH A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI IN TWENTY-EIGHT (28) DAYS IN ACCORDANCE WITH ASTM C31 TEST.

PRIVATE UTILITY NOTES:

- AT&T TEXAS/SWBT FACILITIES:
1. THE LOCATION OF AT&T TEXAS/SWBT FACILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES.
2. THE CONTRACTOR SHALL CALL (800) 344-8377 A MINIMUM OF FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND LINES FIELD LOCATED.
3. WHEN EXCAVATING WITHIN EIGHTEEN (18) INCHES OF AT&T TEXAS/SWBT FACILITIES, ALL EXCAVATIONS MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES. WHEN BORING THE CONTRACTOR SHALL EXPOSE THE AT&T TEXAS/SWBT FACILITIES.
4. WHEN AT&T TEXAS/SWBT FACILITIES ARE EXPOSED, THE CONTRACTOR WILL PROVIDE SUPPORT TO THE CONDUIT DUCTS OR CABLES. WHEN EXCAVATING NEAR TELEPHONE POLES THE CONTRACTOR SHALL BRACE THE POLE FOR SUPPORT.
5. THE PRESENCE OR ABSENCE OF AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES SHOWN ON THESE PLANS DOES NOT MEAN THAT THERE ARE NO DIRECT BURIED CABLES OR OTHER CABLES IN CONDUIT.
6. PLEASE CONTACT AT&T TEXAS DAMAGE PREVENTION MANAGER MR. ROOSEVELT LEE JR. AT (713) 567-4452 OR EMAIL HIM AT RL7259@ATT.COM, IF THERE ARE ANY QUESTIONS ABOUT BORING OR EXCAVATING NEAR OUT AT&T TEXAS/SWBT FACILITIES.

CENTERPOINT ENERGY EASEMENT:

NO APPROVAL TO USE, CROSS, OR OCCUPY CENTERPOINT FEE OF EASEMENT PROPERTY IS GIVEN. IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT CENTERPOINT ENERGY SURVEYING & RIGHT OF WAY DIVISION AT (713) 207-6248 OR (713) 207-5769.

CENTERPOINT ENERGY ELECTRIC FACILITIES:

1. CAUTION - OVERHEAD ELECTRICAL LINES: OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LOCATION OF OVERHEAD LINES HAS NOT BEEN DRAWN ON THESE DRAWINGS AS THE LINES ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE FORBIDS ACTIVITIES THAT OCCUR IN CLOSE PROXIMITY TO HIGH VOLTAGE LINES, SPECIFICALLY:

1.1 ANY ACTIVITY WHERE PERSON OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES; AND

1.2 OPERATING A CRANE, DERRICK, POWER SHOVEL, DRILLING RIG, PILE DRIVER, HOISTING EQUIPMENT, OR SIMILAR APPARATUS WITHIN TEN (10) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES.
2. PARTIED RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL CENTERPOINT ENERGY AT (713) 207-2222.

PRIVATE UTILITY NOTES(CONT.):

CENTERPOINT ENERGY GAS FACILITIES:

1. CAUTION - UNDERGROUND GAS FACILITIES: LOCATIONS OF CENTERPOINT ENERGY MAIN LINES (TO INCLUDE CENTERPOINT ENERGY, INTRASTATE PIPELINE, LLC WHERE APPLICABLE) ARE SHOWN IN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE USUALLY NOT SHOWN. OUR SIGNATURE ON THESE PLANS ONLY INDICATES THAT OUR FACILITIES ARE SHOWN IN APPROXIMATE LOCATION. IT DOES NOT IMPLY THAT A CONFLICT ANALYSIS HAS BEEN MADE. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT (800) 223-545-6001 OR 811 A MINIMUM OF FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED.
2. WHEN CENTERPOINT ENERGY PIPE LINE MARKINGS ARE NOT VISIBLE CALL (713) 945-8037 (7:00 AM TO 4:30 PM) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.
3. WHEN EXCAVATING WITHIN EIGHTEEN (18) INCHES OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.
4. WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.
5. FOR EMERGENCIES REGARDING GAS LINES CALL (713) 659-3552 OR (713) 207-4200.
6. THE CONTRACTOR IS FULLY RESPONSIBLE FOR DAMAGES CAUSED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

COMCAST FACILITIES:

1. CONTACT MR. BILL LEOPARD AT (281) 802-1679 OR MR. MOHAMMAD WOHEIDY AT (713) 895-1213 BEFORE PROCEEDING WITH CONSTRUCTION WORK IN THE VICINITY OF COMCAST/TIME WARNER CABLE FACILITIES.
2. WHEN EXCAVATING WITHIN EIGHTEEN (18) INCHES OF THE INDICATED LOCATION OF UNDERGROUND FACILITY, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.

TEXAS-NEW MEXICO POWER COMPANY ELECTRIC FACILITIES:

1. CAUTION - OVERHEAD ELECTRICAL LINES: TEXAS LAW, ARTICLE 1436C, PROHIBITS ALL ACTIVITIES IN WHICH PERSONS OR EQUIPMENT MAY COME WITHIN SIX (6) FEET OF ENERGIZED OVERHEAD POWER LINES, AND FEDERAL REGULATIONS, TITLE 29, PART 1910.180(1) AND PART 1926.550(A)(15) REQUIRE A MINIMUM CLEARANCE OF TEN (10) FEET FROM THESE FACILITIES. ABOVE LAWS CARRY BOTH CRIMINAL AND CIVIL LIABILITIES. IF THE CONTRACTOR PERFORMS ANY WORK NEAR OVERHEAD POWER LINES THEY MUST CALL (281) 996-0453 FOR THE LINES TO BE DE-ENERGIZED AND/OR MOVED AT THEIR EXPENSE PRIOR TO PERFORMING WORK.
2. NOTE: LOCATION OF TEXAS-NEW MEXICO POWER COMPANY FACILITIES ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY ACTUAL FIELD CHECK.
3. OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES HAS SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING CONSTRUCTION.
4. TEXAS LAW, SECTION 752, HEALTH AND SAFETY CODE FORBIDS ACTIVITIES WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES.
5. CONTRACTORS ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED CALL TEXAS-NEW MEXICO POWER COMPANY AT (281) 996-0453.
6. CONTRACTOR TO NOTIFY THE "UNDERGROUND COORDINATING COMMITTEE" TELEPHONE (713) 223-4567 FORTY-EIGHT (48) HOURS BEFORE STARTING WORK IN STREET RIGHTS-OF-WAY OR EASEMENTS..

GENERAL CONSTRUCTION
NOTES (CONTINUED)

FILE NAME: GCN2 - 2017.DWG	DATE APPROVED: JULY 1, 2017
SCALE: NTS	REVISED DATE: JUNE 2017



DEPARTMENT OF
PUBLIC WORKS
ENGINEERING DIVISION

IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

PROJECT NUMBER: LE-19007	DATE SUBMITTED: MAY, 2019	SHEET: 3 OF 25
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BENCHMARK ELEV. 54.90'
NGS REFERENCE MARK PID NUMBER AWW002(A.K.A. CITY OF FRIENDSWOOD REFERENCE MARK E-459) WITH A PUBLISHED ELEV. OF 26.02.
(NAVD 88, 2001 ADJUSTMENT)
FLOOD STATEMENT
FLOOD STATEMENT: THE SUBJECT PROPERTY LIES WITHIN ZONE AE, AREA OF THE FLOODWAY AS SCALED ON THE FLOOD INSURANCE RATE MAP No. 49167C00125, REVISED ON FEBRUARY 28, 2018. THIS INFORMATION IS FOR FLOOD INSURANCE PURPOSES ONLY AND WILL NOT IDENTIFY ANY SPECIFIC POSSIBLE FLOODING HAZARDS.

E. EDGEWOOD DRIVE
(100' RIGHT-OF-WAY)
VOL. 12, PG. 44 G.C.M.R.

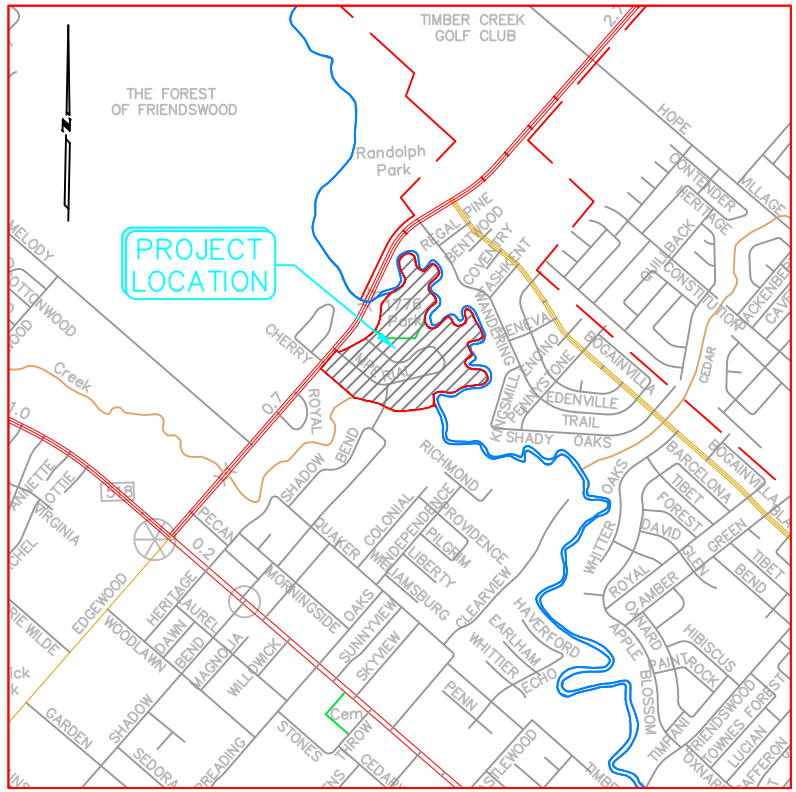
GRADING PLAN SHEET 6
GRADING PLAN SHEET 7

PROPOSED CUL-DE-SAC
SEE PLAN AND PROFILE
SHEET 10

PROPOSED CUL-DE-SAC
SEE PLAN AND PROFILE
SHEET 11

GRADING PLAN SHEET 6
GRADING PLAN SHEET 8

GRADING PLAN SHEET 7
GRADING PLAN SHEET 9



VICINITY MAP
SCALE: 1" = 1/2 MI.
KEY MAP : XXXX

LEGEND

EXISTING

- X 68.0
X TC 68.10
X G 67.75
rim 68.85
H 65.30
- ELEVATION
TOP OF CURB
GUTTER
RIM
FLOWLINE
MANHOLE
CLEAN OUT
POWER POLE
DOWN GUY
FIRE HYDRANT
WATER VALVE
WATER METER
STREET SIGN
AREA LIGHT
TELEPHONE ENCLOSURE
GAS METER
CHAIN LINK FENCE
BARBED WIRE FENCE
WOOD FENCE

PROPOSED

- DIRECTION OF FLOW
GRADE BREAK
TYPE "X" INLET
STORM SEWER MANHOLE
PROPOSED WALKING TRAIL
(BY OTHERS)
POND TOP OF BANK
POND TOE OF SLOPE

100 0 100 200
SCALE: 1" = 100'

NO.	DATE	REVISIONS	APP.

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IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

OVERALL LAYOUT

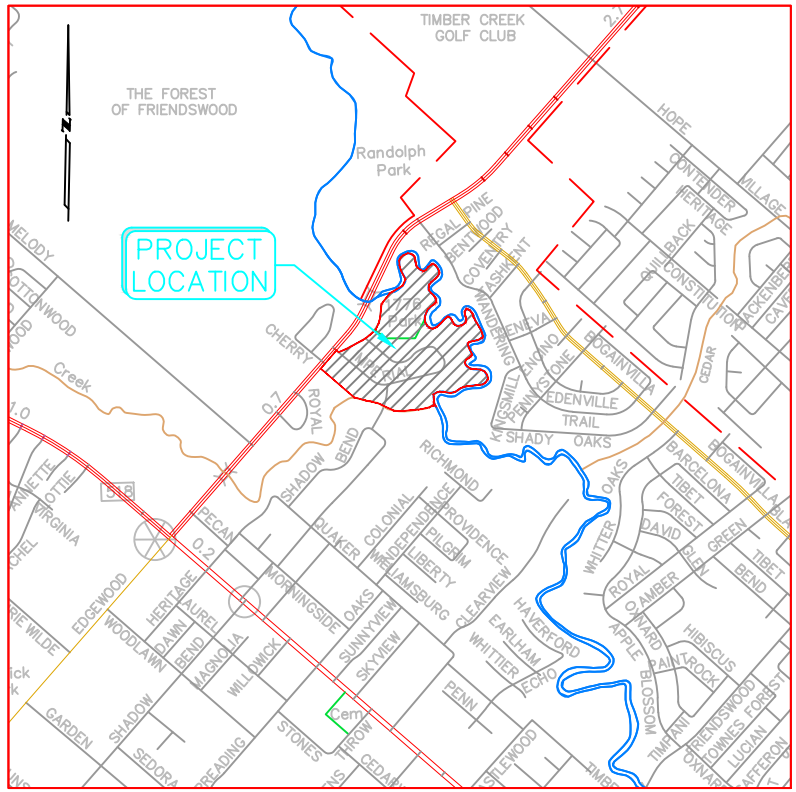
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DRAWN BY: B.S.M. JOB NO: LE-19007
DESIGNED BY: J.D.A. DATE: MAY, 2019
APPROVED BY: J.D.A. SCALE: 1" = 100'

BENCHMARK ELEV. 54.90'
NGS REFERENCE MARK PID NUMBER AWW002(A.K.A. CITY OF FRIENDSWOOD REFERENCE MARK E-459) WITH A PUBLISHED ELEV. OF 26.02.
(NAVD 88, 2001 ADJUSTMENT)
FLOOD STATEMENT
FLOOD STATEMENT: THE SUBJECT PROPERTY LIES WITHIN ZONE AE, AREA OF THE FLOODWAY AS SCALED ON THE FLOOD INSURANCE RATE MAP No. 49167C00120, REVISED ON FEBRUARY 28, 2018. THIS INFORMATION IS FOR FLOOD INSURANCE PURPOSES ONLY AND WILL NOT IDENTIFY ANY SPECIFIC POSSIBLE FLOODING HAZARDS.

E. EDGEWOOD DRIVE
(100' RIGHT-OF-WAY)
VOL. 12, PG. 44 G.C.M.R.



VICINITY MAP
SCALE: 1" = 1/2 MI.
KEY MAP : XXXX

LEGEND

EXISTING

- X 68.0 TOP OF CURB
- X 67.75 GUTTER
- RM 68.85 RIM
- n 65.30 FLOWLINE
- MANHOLE
- CLEAN OUT
- POWER POLE
- DOWN GUY
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- STREET SIGN
- AREA LIGHT
- TELEPHONE ENCLOSURE
- GAS METER
- CHAIN LINK FENCE
- BARBED WIRE FENCE
- WOOD FENCE

PROPOSED

- DEMOLITION AREA

100 0 100 200
SCALE: 1" = 100'

NO.	DATE	REVISIONS	APP.

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IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

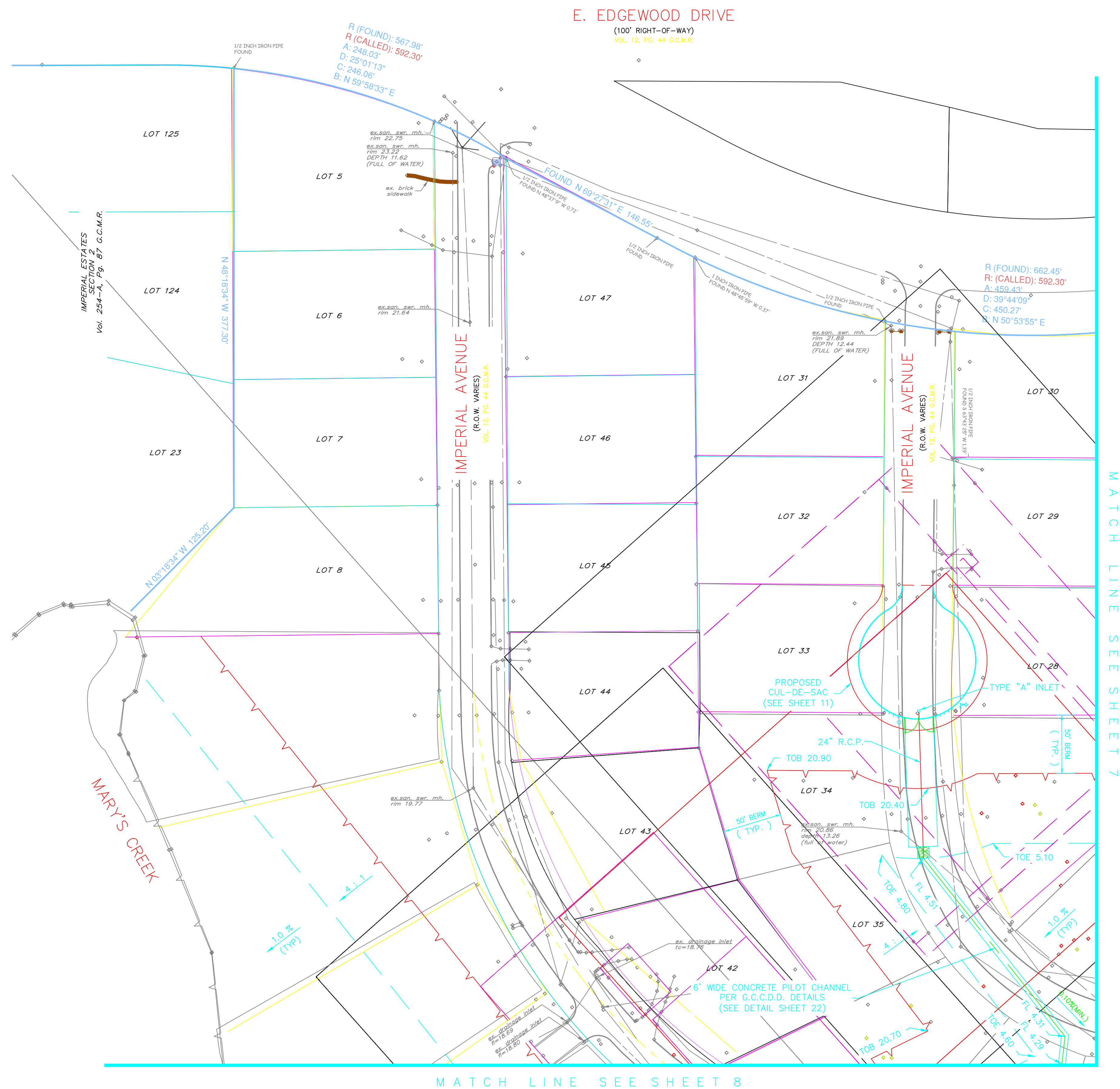
DEMOLITION PLAN

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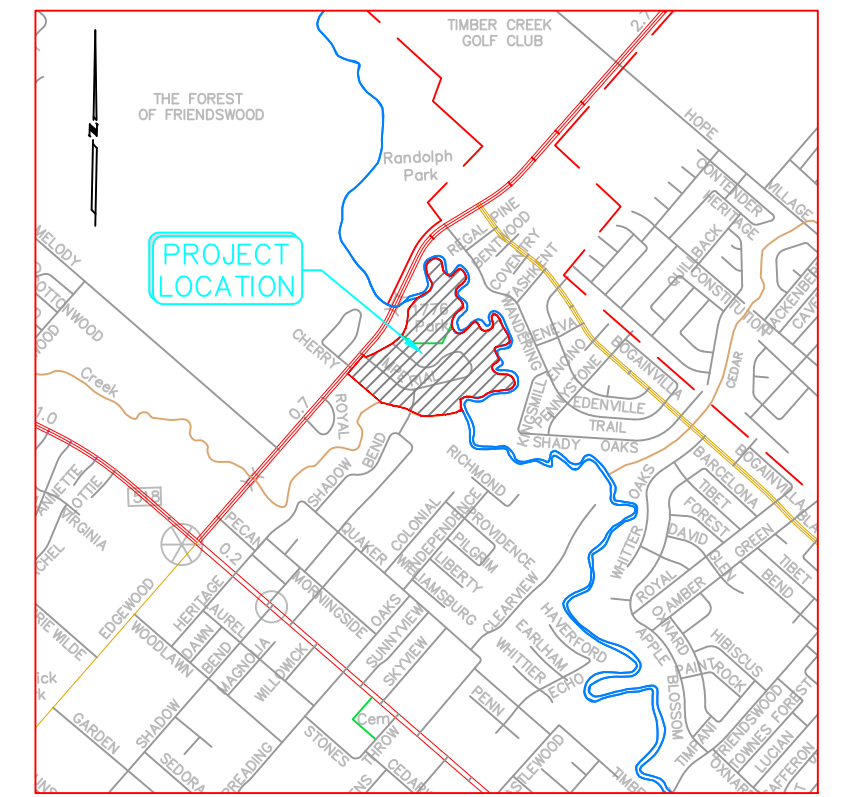
DRAWN BY: B.S.M. JOB NO: LE-19007
DESIGNED BY: J.D.A. DATE: MAY, 2019
APPROVED BY: J.D.A. SCALE: 1" = 100'

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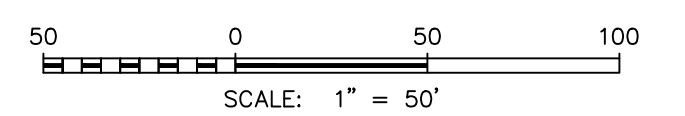
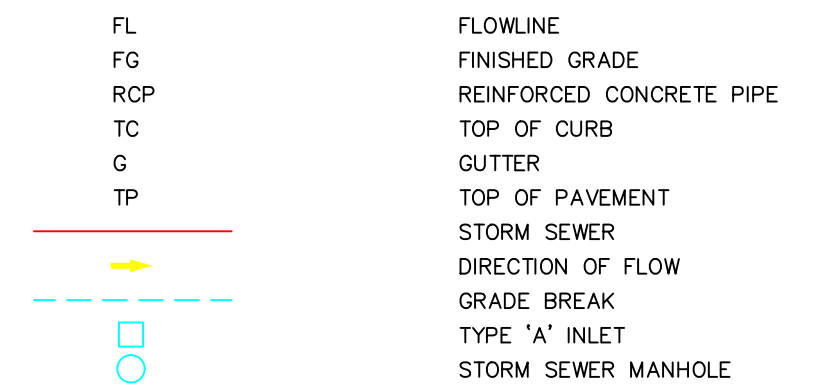
BENCHMARK **ELEV. 54.90'**
NCS REFERENCE MARK PID NUMBER A1W002(A.K.A. CITY OF
FRIENDSWOOD REFERENCE MARK E-459) WITH A PUBLISHED ELEV. OF
26.02.
(NAVD 88, 2001 ADJUSTMENT)

FLOOD STATEMENT
FLOOD STATEMENT: THE SUBJECT PROPERTY LIES WITHIN ZONE AE,
AREA OF THE FLOODWAY AS SCALED ON THE FLOOD INSURANCE RATE
MAP 1915-2-2C, REVISED ON FEBRUARY 28, 2012. THIS
INFORMATION IS FOR FLOOD INSURANCE PURPOSES ONLY AND WILL NOT
IDENTIFY ANY SPECIFIC POSSIBLE FLOODING HAZARDS.



VICINITY MAP
SCALE: 1" = 1/2 MI.
KEY MAP : XXXX

LEGEND



NO.	DATE	REVISIONS	APP.

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IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

GRADING PLAN 1

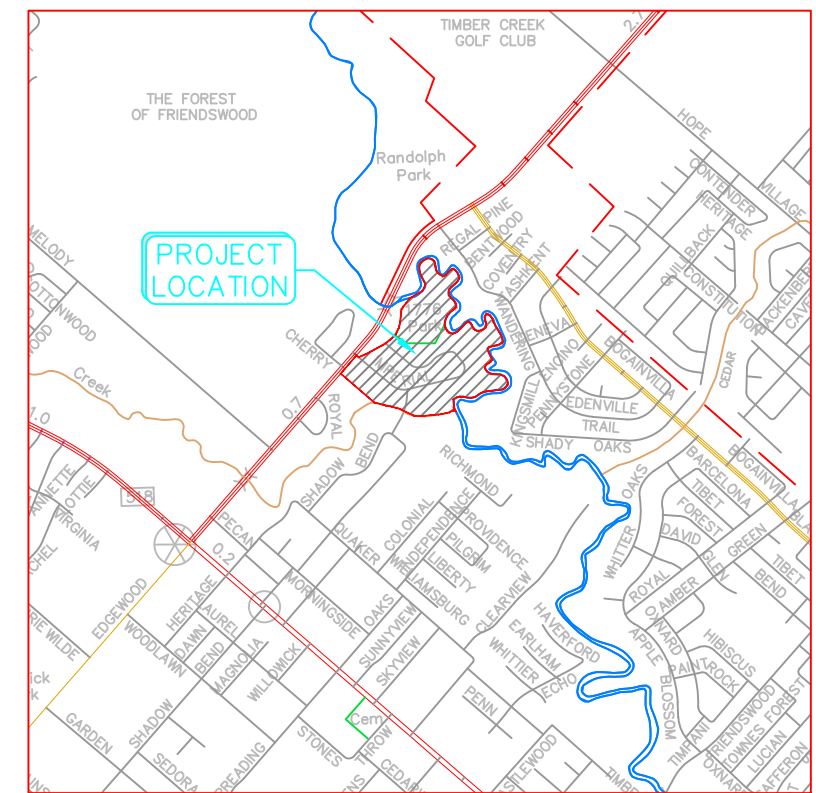
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DESIGNED BY: J.D.A.	DATE: MAY, 2019	
APPROVED BY: J.D.A.	SCALE: 1" = 50'	

BENCHMARK **ELEV. 54.90'**
 NGS REFERENCE MARK PID NUMBER A1W002(A.K.A. CITY OF
 FRIENDSWOOD REFERENCE MARK E-459) WITH A PUBLISHED ELEV. OF
 26.02.
 (NAVD 88, 2001 ADJUSTMENT)

FLOOD STATEMENT
 FLOOD STATEMENT: THE SUBJECT PROPERTY LIES WITHIN ZONE AE,
 AREA OF THE FLOODWAY AS SCALED ON THE FLOOD INSURANCE RATE
 MAP No. 49167C00126. REVISED ON FEBRUARY 28, 2018. THIS
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 IDENTIFY ANY SPECIFIC POSSIBLE FLOODING HAZARDS.

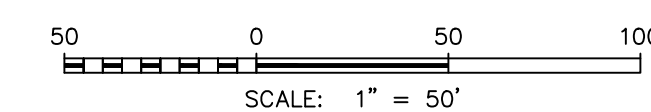


VICINITY MAP

SCALE: 1" = 1/2 MI.
KEY MAP : XXXX

LEGEND

FL	FLOWLINE
FG	FINISHED GRADE
RCP	REINFORCED CONCRETE PIPE
TC	TOP OF CURB
G	GUTTER
TP	TOP OF PAVEMENT
	STORM SEWER
	DIRECTION OF FLOW
	GRADE BREAK
	TYPE 'A' INLET
	STORM SEWER MANHOLE



NO.	DATE	REVISIONS	APP.

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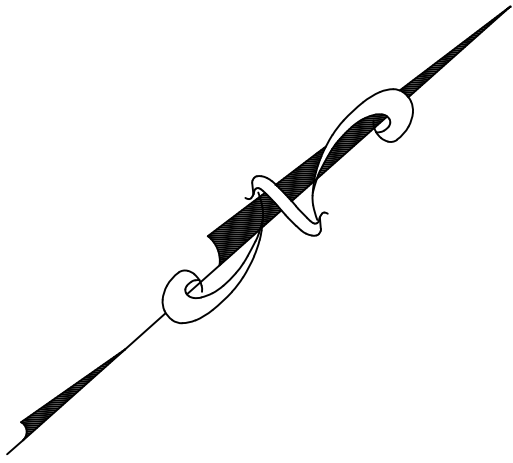
IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

GRADING PLAN 2

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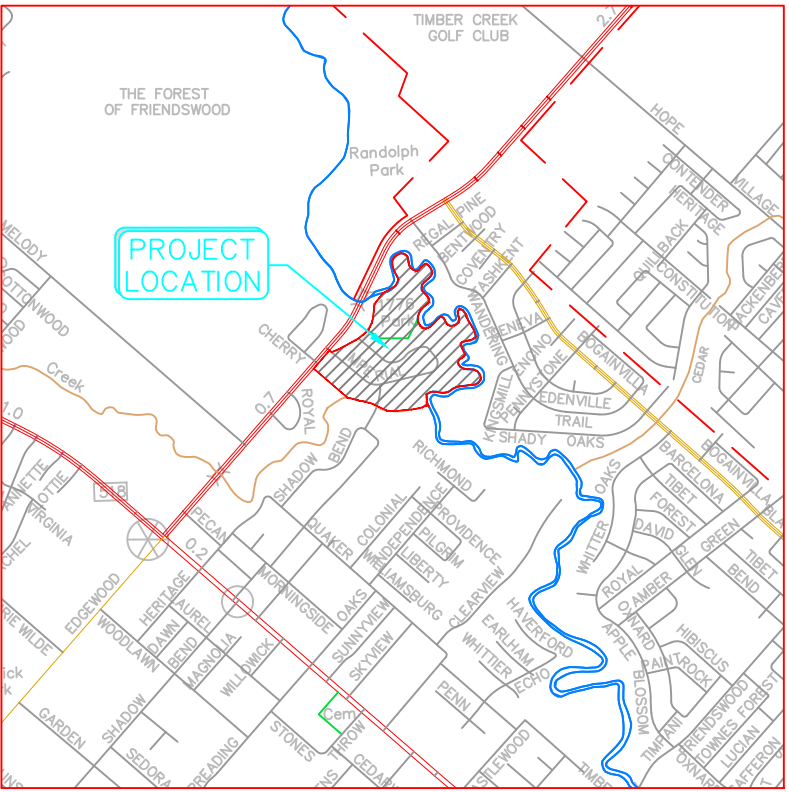
DRAWN BY: B.S.M.	JOB NO.: LE-19007	SHEET 7
DESIGNED BY: J.D.A.	DATE: MAY, 2019	
APPROVED BY: J.D.A.	SCALE: 1" = 50'	

MATCH LINE SEE SHEET 9



BENCHMARK ELEV. 54.90'
NGS REFERENCE MARK PID NUMBER AW1002(A.K.A. CITY OF FRIENDSWOOD REFERENCE MARK E-459) WITH A PUBLISHED ELEV. OF 26.02 (NAVD 88, 2001 ADJUSTMENT)

FLOOD STATEMENT
FLOOD STATEMENT: THE SUBJECT PROPERTY LIES WITHIN ZONE AE, AREA OF THE FLOODWAY AS SCALED ON THE FLOOD INSURANCE RATE MAP No. 48167C0012C, REVISED ON FEBRUARY 28, 2018. THIS INFORMATION IS FOR FLOOD INSURANCE PURPOSES ONLY AND WILL NOT IDENTIFY ANY SPECIFIC POSSIBLE FLOODING HAZARDS.



VICINITY MAP
SCALE: 1" = 1/2 MI.
KEY MAP : XXXX

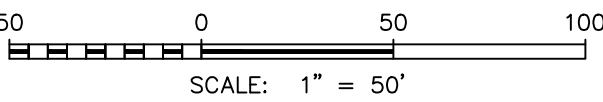
LEGEND

EXISTING

- | | |
|------------|---------------------|
| X 68.10 | ELEVATION |
| X TC 68.10 | TOP OF CURB |
| X G 67.75 | GUTTER |
| RM 68.85 | RM |
| FL 65.30 | FLOWLINE |
| ● | MANHOLE |
| ○ | CLEAN OUT |
| ⊙ | POWER POLE |
| ⊙ | DOWN GUY |
| ⊙ | FIRE HYDRANT |
| ⊙ | WATER VALVE |
| ⊙ | WATER METER |
| ⊙ | STREET SIGN |
| ⊙ | AREA LIGHT |
| ⊙ | TELEPHONE ENCLOSURE |
| ⊙ | GAS METER |
| ⊙ | CHAIN LINK FENCE |
| ⊙ | BARBED WIRE FENCE |
| ⊙ | WOOD FENCE |

PROPOSED

- | | |
|-----|--------------------------|
| FL | FLOWLINE |
| FG | FINISHED GRADE |
| RCP | REINFORCED CONCRETE PIPE |
| TC | TOP OF CURB |
| G | GUTTER |
| TP | TOP OF PAVEMENT |
| → | STORM SEWER |
| → | DIRECTION OF FLOW |
| — | GRADE BREAK |
| ○ | TYPE 'A' INLET |
| ○ | STORM SEWER MANHOLE |



NO.	DATE	REVISIONS	APP.
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IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

GRADING PLAN 3

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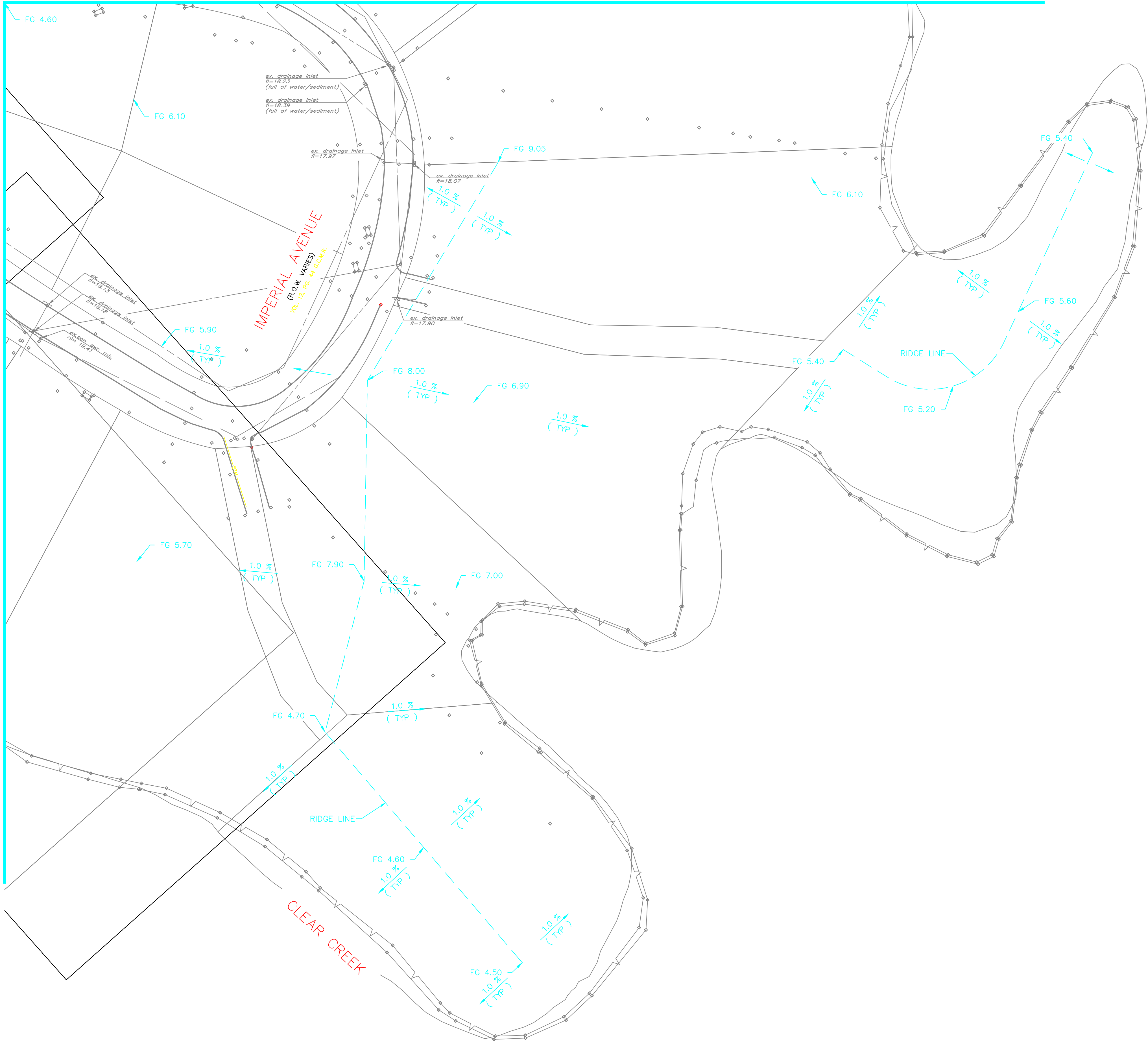
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DRAWN BY: B.S.M.	JOB NO: LE-19007	8
DESIGNED BY: J.D.A.	DATE: MAY, 2019	
APPROVED BY: J.D.A.	SCALE: 1" = 50'	

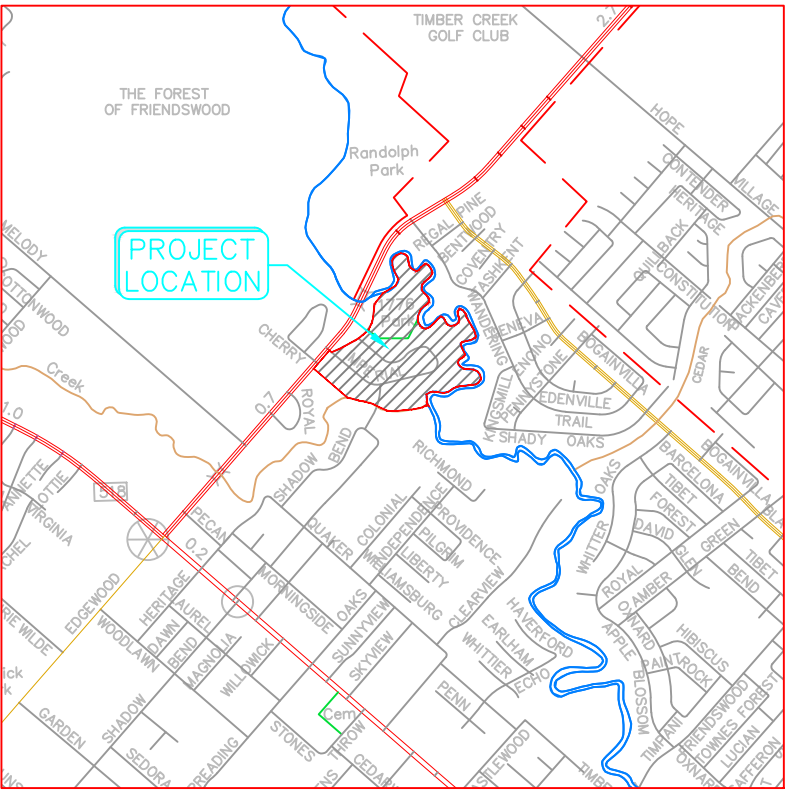
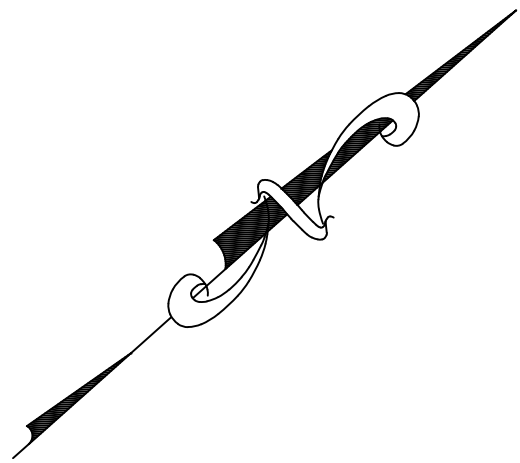
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MATCH LINE SEE SHEET 8

MATCH LINE SEE SHEET 7



BENCHMARK ELEV. 54.90'
NGS REFERENCE MARK PID NUMBER AW1002(A.K.A. CITY OF FRIENDSWOOD REFERENCE MARK E-459) WITH A PUBLISHED ELEV. OF 26.02 (NAVD 88, 2001 ADJUSTMENT)
FLOOD STATEMENT
FLOOD STATEMENT: THE SUBJECT PROPERTY LIES WITHIN ZONE AE, AREA OF THE FLOODWAY AS SCALED ON THE FLOOD INSURANCE RATE MAP No. 48167C0012C, REVISED ON FEBRUARY 28, 2018. THIS INFORMATION IS FOR FLOOD INSURANCE PURPOSES ONLY AND WILL NOT IDENTIFY ANY SPECIFIC POSSIBLE FLOODING HAZARDS.



VICINITY MAP

SCALE: 1" = 1/2 MI.
KEY MAP : XXXX

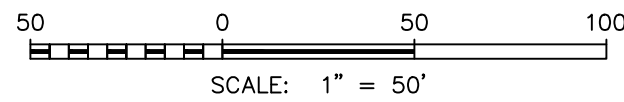
LEGEND

EXISTING

- x 68.0
x TC 68.10
x G 67.75
rm 68.85
ft 65.30
- ELEVATION
TOP OF CURB
GUTTER
RM
FLOWLINE
MANHOLE
CLEAN OUT
POWER POLE
DOWN GUY
FIRE HYDRANT
WATER VALVE
WATER METER
STREET SIGN
AREA LIGHT
TELEPHONE ENCLOSURE
GAS METER
CHAIN LINK FENCE
BARBED WIRE FENCE
WOOD FENCE

PROPOSED

- FL
FG
RCP
TC
G
TP
- FLOWLINE
FINISHED GRADE
REINFORCED CONCRETE PIPE
TOP OF CURB
GUTTER
TOP OF PAVEMENT
STORM SEWER
DIRECTION OF FLOW
GRADE BREAK
TYPE 'A' INLET
STORM SEWER MANHOLE



NO.	DATE	REVISIONS	APP.
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IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

GRADING PLAN 4

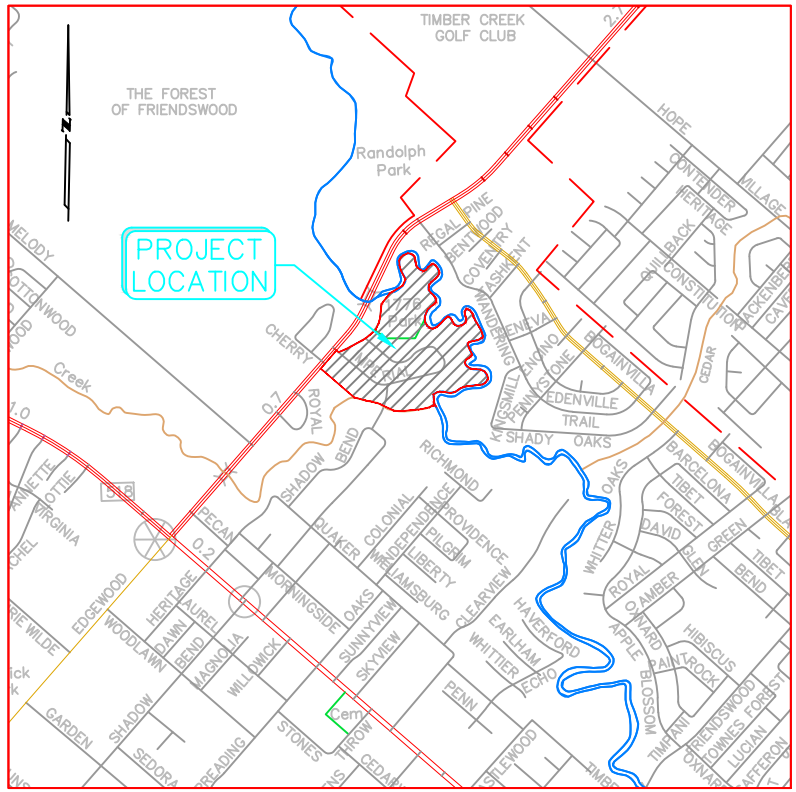
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DRAWN BY: B.S.M.	JOB NO: LE-19007	DATE: MAY, 2019	SCALE: 1" = 50'	9
DESIGNED BY: J.D.A.				
APPROVED BY: J.D.A.				

BENCHMARK ELEV. 54.90'
NGS REFERENCE MARK PID NUMBER AWW002(A.K.A. CITY OF FRIENDSWOOD REFERENCE MARK E-459) WITH A PUBLISHED ELEV. OF 26.02.
(NAVD 88, 2001 ADJUSTMENT)
FLOOD STATEMENT
FLOOD STATEMENT: THE SUBJECT PROPERTY LIES WITHIN ZONE AE, AREA OF THE FLOODWAY AS SCALED ON THE FLOOD INSURANCE RATE MAP No. 49167C00125, REVISED ON FEBRUARY 28, 2018. THIS INFORMATION IS FOR FLOOD INSURANCE PURPOSES ONLY AND WILL NOT IDENTIFY ANY SPECIFIC POSSIBLE FLOODING HAZARDS.

E. EDGEWOOD DRIVE
(100' RIGHT-OF-WAY)
VOL. 12, PG. 44 G.C.M.R.



VICINITY MAP
SCALE: 1" = 1/2 MI.
KEY MAP : XXXX

LEGEND

EXISTING

- X 68.0 TOP OF CURB
- X TC 68.10 GUTTER
- X G 67.75 RIM
- RM 68.85 FLOWLINE
- fl 65.30 MANHOLE
- CLEAN OUT
- POWER POLE
- DOWN GUY
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- STREET SIGN
- AREA LIGHT
- TELEPHONE ENCLOSURE
- GAS METER
- CHAIN LINK FENCE
- BARBED WIRE FENCE
- WOOD FENCE

PROPOSED

- FL FLOWLINE
- FG FINISHED GRADE
- RCP REINFORCED CONCRETE PIPE
- TC TOP OF CURB
- G GUTTER
- TP TOP OF PAVEMENT
- STORM SEWER
- DIRECTION OF FLOW
- - - GRADE BREAK
- TYPE 'A' INLET
- STORM SEWER MANHOLE

100 0 100 200
SCALE: 1" = 100'

NO.	DATE	REVISIONS	APP.
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IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

DRAINAGE PLAN

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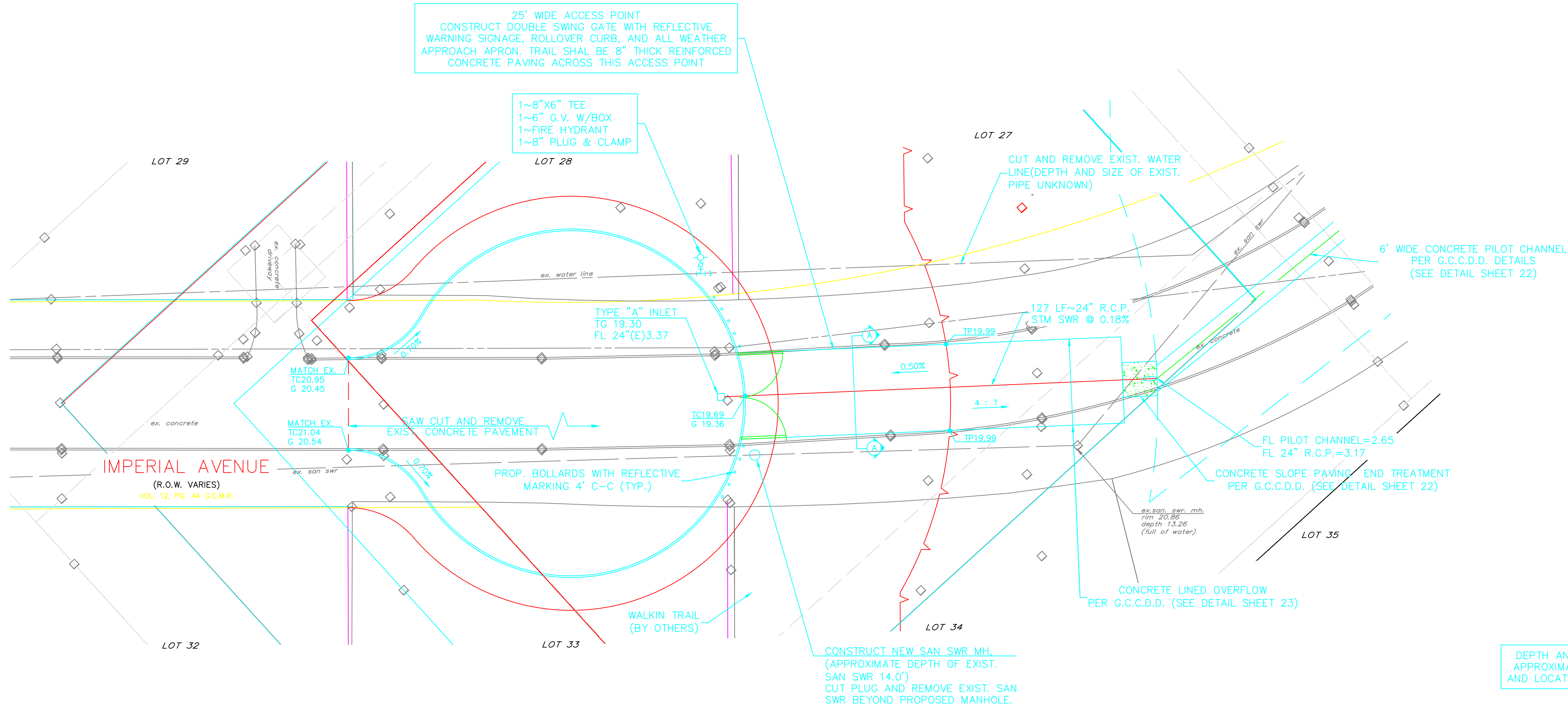
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DESIGNED BY: J.D.A.				
APPROVED BY: J.D.A.				

IMPERIAL ESTATES DETENTION FACILITY
DETENTION VOLUME
LE-19007

DETENTION VOLUME PROVIDED

TOP OF BANK (MIN) ELEVATION	18.00 ELEV
100-YR DESIGN WATER SURFACE	17.00 ELEV
AVERAGE BOTTOM ELEVATION	2.68 ELEV
AVERAGE DEPTH	14.32 FEET
TOP AREA	640470 SQ FT
BOTTOM AREA	383130 SQ FT
AVERAGE AREA	511800 SQ FT
VOLUME PROVIDED	7328976 CU FT
VOLUME PROVIDED	168.3 AC-FT

I:\Engineering Department\Drainage & Flood Control\Imperial Estates\From GCDD\CAD File 2020\12\2020-01-21-IMPERIAL ESTATES INLINE DETENTION - Standard\19002MASTER.dwg January 21, 2020 4:01:42 PM Samantha Harlos

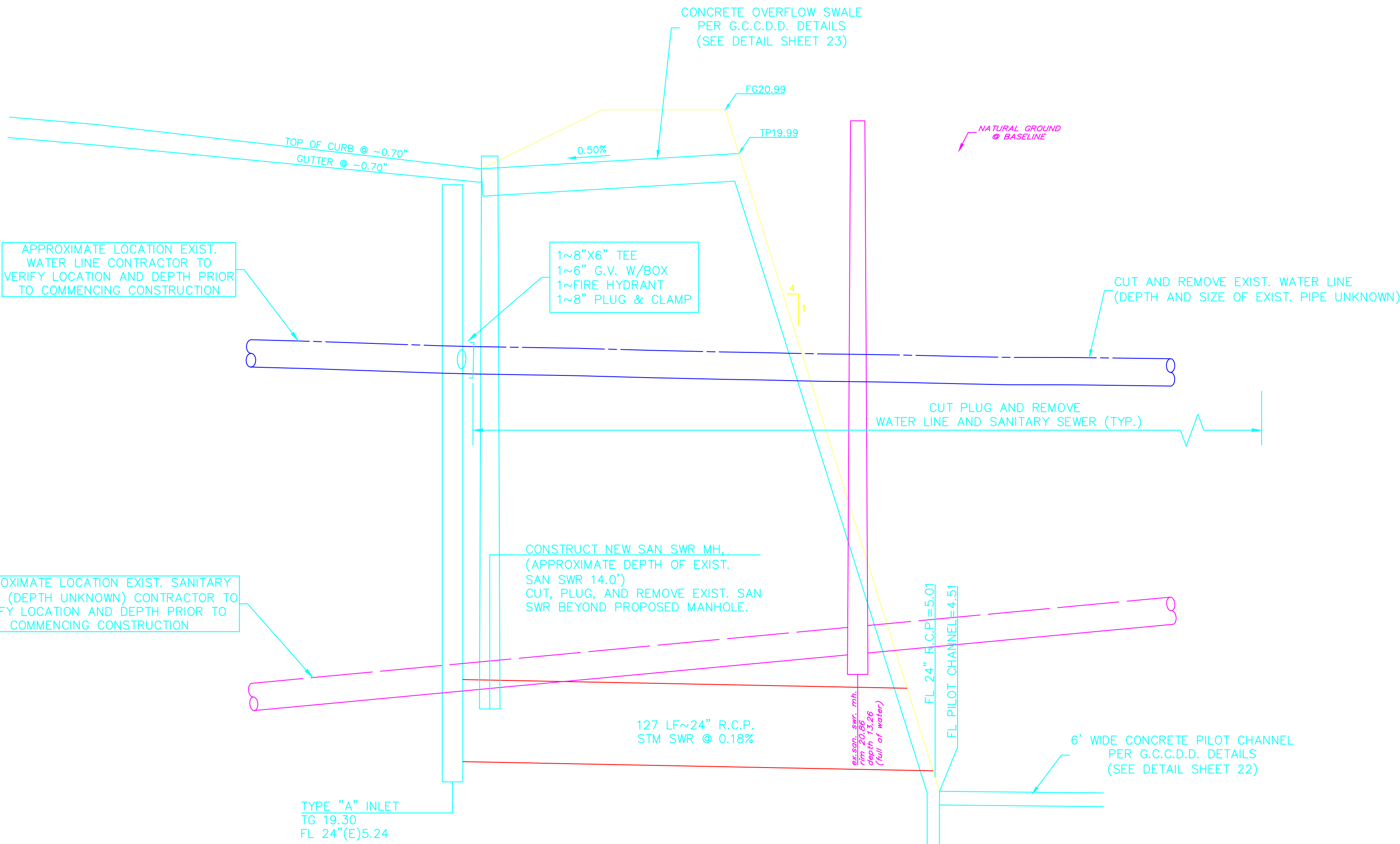
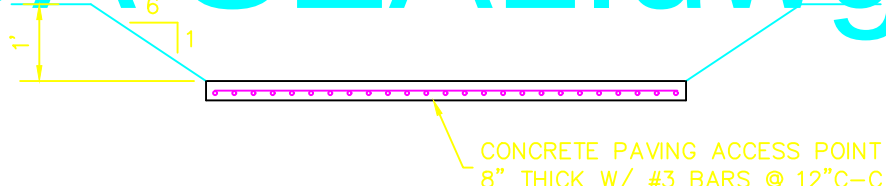


DEPTH AND LOCATION OF EXISTING FACILITIES ARE APPROXIMATE ONLY CONTRACTOR TO VERIFY DEPTH AND LOCATION PRIOR TO COMMENCING CONSTRUCTION

BENCHMARK ELEV. 54.90'
NGS REFERENCE MARK PID NUMBER AW1002(A.K.A. CITY OF FRIENDSWOOD REFERENCE MARK E-459) WITH A PUBLISHED ELEV. OF 26.02.
(NAVD 88, 2001 ADJUSTMENT)

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SECTION A-A
ACCESS POINT OVERFLOW SWALE
N.T.S.



20 0 20 40
SCALE: 1" = 20'

NO.	DATE	REVISIONS	APP.

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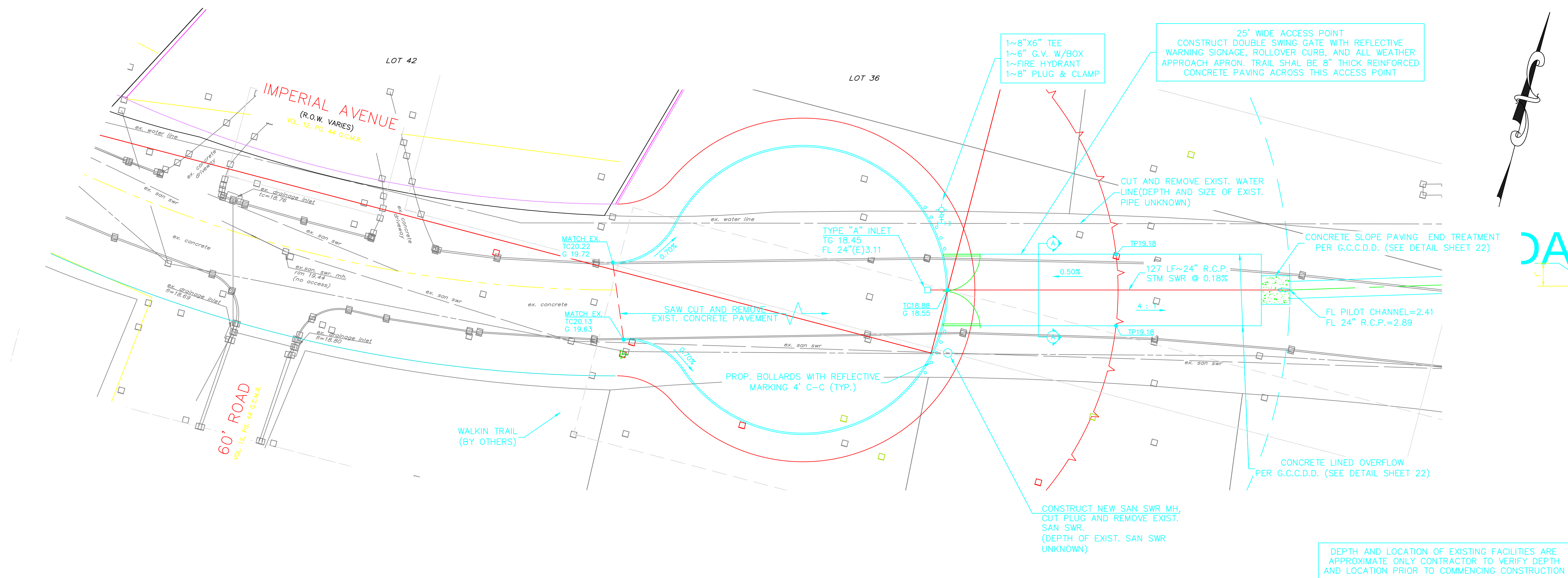
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IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

PLAN AND PROFILE
IMPERIAL AVENUE NORTH

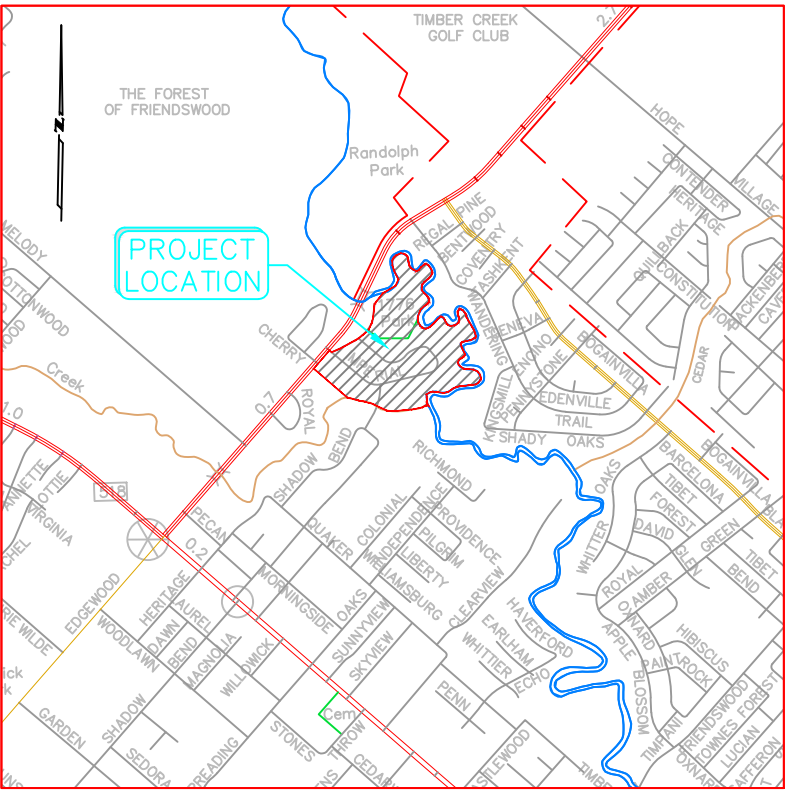
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DRAWN BY: B.S.M. JOB NO: LE-19007
DESIGNED BY: J.D.A. DATE: MAY, 2019
APPROVED BY: J.D.A. SCALE: 1" = 20'



BENCHMARK ELEV. 54.90'
NGS REFERENCE MARK PID NUMBER A1W002(A.K.A. CITY OF FRIENDSWOOD REFERENCE MARK E-459) WITH A PUBLISHED ELEV. OF 26.02.
(NAVD 88, 2001 ADJUSTMENT)
FLOOD STATEMENT
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E. EDGEWOOD DRIVE
(100' RIGHT-OF-WAY)
VOL. 12, PG. 44 G.C.M.R.



VICINITY MAP
SCALE: 1" = 1/2 MI.
KEY MAP : XXXX

LEGEND

EXISTING

- X 68.0 ELEVATION
- X TC 68.10 TOP OF CURB
- X G 67.75 GUTTER
- RM 68.85 RIM
- FL 65.30 FLOWLINE
- MANHOLE MANHOLE
- CLEAN OUT CLEAN OUT
- POWER POLE POWER POLE
- DOWN GUY DOWN GUY
- FIRE HYDRANT FIRE HYDRANT
- WATER VALVE WATER VALVE
- WATER METER WATER METER
- STREET SIGN STREET SIGN
- AREA LIGHT AREA LIGHT
- TELEPHONE ENCLOSURE TELEPHONE ENCLOSURE
- GAS METER GAS METER
- CHAIN LINK FENCE CHAIN LINK FENCE
- BARBED WIRE FENCE BARBED WIRE FENCE
- WOOD FENCE WOOD FENCE

PROPOSED

- FF FILTER FABRIC FENCE
- IPB INLET PROTECTION BARRIER STAGE I OR II AS APPLICABLE
- SC STABILIZED CONSTRUCTION ACCESS
- RFB REINFORCED FILTER FABRIC BARRIER
- CWO CONCRETE WASH-OUT AREA

100 0 100 200
SCALE: 1" = 100'

NO.	DATE	REVISIONS	APP.
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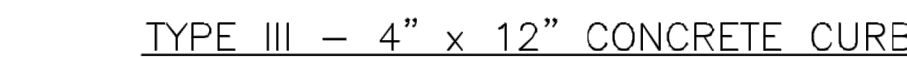
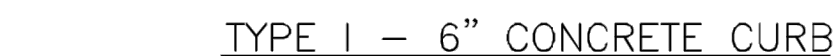
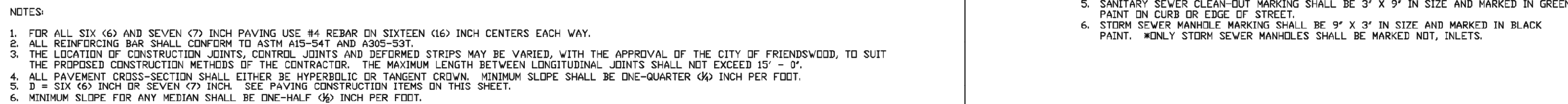
IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

STORM WATER POLLUTION
PREVENTION PLAN

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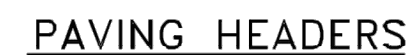
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DRAWN BY: B.S.M.	JOB NO: LE-19007	13
DESIGNED BY: J.D.A.	DATE: MAY, 2019	
APPROVED BY: J.D.A.	SCALE: 1" = 100'	



NOTE:

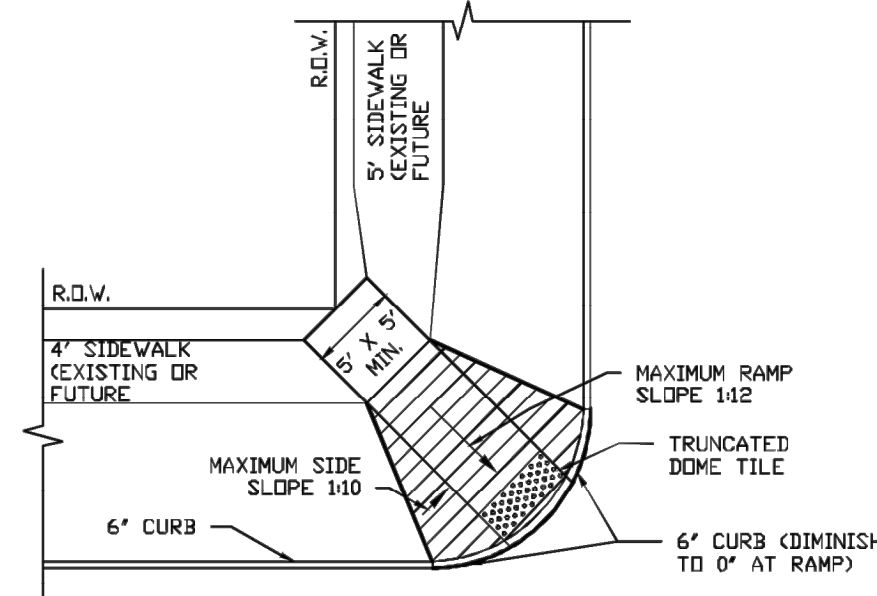
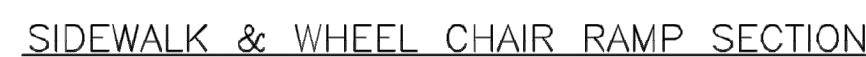
1. WHEN CONCRETE CURB IS TO BE PLACED ON EXISTING CONCRETE DOWEL IN #3 DEFORMED BARS @ 36" O.C. AND SET IN SULFUR, OR QUICK SETTING CEMENT.
2. MORTAR FINISH IS NOT REQUIRED WHEN CURB IS PLACED BY A MACHINE, BUT CURB SHALL STILL HAVE THE SAME OUTSIDE DIMENSIONS.



UTILITY MARKINGS

NOTES

1. SAW CUT CURB OR EDGE AND APPLY APPROPRIATE MARKING AS LISTED BELOW.
2. WATER VALVE MARKING SHALL BE 6' X 9" IN SIZE MARKED IN BLUE PAINT ON CURB OR EDGE OF STREET.
3. WATER METER MARKING SHALL BE 3' X 9" IN SIZE MARKED IN BLUE PAINT ON CURB OR EDGE OF STREET.
4. SANITARY SEWER MANHOLE MARKING SHALL BE 6' X 9" IN SIZE MARKED IN GREEN PAINT ON CURB OR EDGE OF STREET.
5. SANITARY SEWER CLEAN-OUT MARKING SHALL BE 3' X 9" IN SIZE AND MARKED IN GREEN PAINT ON CURB OR EDGE OF STREET.
6. STORM SEWER MANHOLE MARKING SHALL BE 9' X 3" IN SIZE AND MARKED IN BLACK PAINT. ONLY STORM SEWER MANHOLES SHALL BE MARKED NOT, INLETS.



WHEELCHAIR RAMP – PLAN VIEW

NOTES

1. RAMP SHALL MEET ADA (AMERICANS WITH DISABILITIES ACT) AND TABA (TEXAS ARCHITECTURAL BARRIERS ACT).
2. FINISHED SURFACE OF WHEELCHAIR RAMP AND SIDE SLOPE SHALL BE GROUED LATERALLY WITH ¼" WIDE BY ¼" DEEP GROOVES, SPACED AT 24" O.C. WITH BLACK BROWN FINISH. CONTRACTOR SHALL MAKE ADJUSTMENTS TO RAMPS TO FIT LOCAL CONDITION.
3. ALL CUTOUTS MUST HAVE BARRIAGES. WHEELCHAIR RAMPS ARE COMPLETED.
4. MINIMUM CLEARANCE (WIDTH) OF RAMP SHALL BE THIRTY-SIX (36) INCHES.
5. FINISH SURFACES OF RAMP AND SIDE SLOPE SHALL BE TREATED WITH COLOR SO THAT THE SURFACES ARE IN CONTRAST WITH SURFACE OF SIDEWALK.
6. CONTRAST COLOR OF WHEELCHAIR RAMPS AND SIDE SLOPES SHALL BE BLACK DYE PER CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.

SIDEWALKS AND WHEELCHAIR RAMPS

PAVING CONSTRUCTION NOTES:

1. PAVEMENT AND SUBGRADE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD STANDARD DETAILS AND TECHNICAL SPECIFICATIONS, LATEST REVISION.
2. CONTRACTOR SHALL NOTIFY THE CITY OF FRIENDSWOOD PROJECT MANAGER AT (281) 996-3380 A MINIMUM OF TWENTY-FOUR (24) HOURS PRIOR TO ALL LIMING AND PAVING OPERATIONS.
3. ALL TURN-OUTS SHALL HAVE A TWENTY-FIVE (25) FOOT RADIUS AT THE BACK OF CURB UNLESS OTHERWISE NOTED.
4. GUIDELINES SET FORTH IN THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TMUTOD), LATEST EDITION, SHALL BE OBSERVED.
5. ALL FILL IN EXISTING RIGHTS-OF-WAY, INCLUDING BACKDRESSING BEHIND THE CURB, SHALL BE PLACED IN A MAXIMUM LOOSE LIFTS OF TWELVE (12) INCHES OR LESS AND COMPACTED TO A NINETY-FIVE PERCENT (95%) STANDARD PROCTOR DENSITY WITH A MOISTURE CONTENT THREE PERCENT (3%) $\pm$ ONE PERCENT (1%) OF OPTIMUM MOISTURE.
6. MINIMUM PAVEMENT REINFORCEMENT REQUIREMENT SHALL BE GRADE 60, NO. 4 REBAR, SPACED AS SIXTEEN (16) INCHES ON CENTER, EACH WAY.
7. ALL RESIDENTIAL OR COLLECTOR PAVEMENT TO BE A MINIMUM OF SIX (6) INCHES THICK REINFORCED CONCRETE, UNLESS OTHERWISE NOTED.
8. FOR PAVEMENT WIDTHS LESS THAN OR EQUAL TO TWENTY-EIGHT (28) FEET BACK OF CURB TO BACK OF CURB:
 - 8.1 MINIMUM CONCRETE SLAB THICKNESS SHALL BE SIX (6) INCHES.
 - 8.2 MINIMUM STABILIZED SUBGRADE THICKNESS SHALL BE SIX (6) INCHES.
9. FOR PAVEMENT WIDTHS GREATER THAN TWENTY-EIGHT (28) FEET FROM BACK OF CURB TO BACK OF CURB AND MAJOR ARTERIAL THOROUGHFARES:
 - 9.1 MINIMUM CONCRETE SLAB THICKNESS SHALL BE SEVEN (7) INCHES.
 - 9.2 MINIMUM STABILIZED SUBGRADE THICKNESS SHALL BE EIGHT (8) INCHES.

10. PAVING EXPANSION JOINTS SHALL BE PLACED AT A MAXIMUM OF SIXTY (60) FOOT INTERVALS.
11. ALL CONCRETE USED FOR PAVEMENT SHALL BE "CLASS A" CONCRETE, MINIMUM FIVE (5.0) SACKS OF CEMENT PER CUBIC YARD OF CONCRETE, 3,000 PSI COMPRESSIVE STRENGTH AT TWENTY-EIGHT (28) DAYS.
12. CLASS "A" HYDRATED LIME SHALL BE APPLIED FOR SUBGRADE AT A MINIMUM OF SIX PERCENT(5%).
13. CONTRACTOR SHALL INSTALL STREET SIGNS AND REGULATORY SIGNS PER CITY OF FRIENDSWOOD STANDARD DETAILS AND TECHNICAL SPECIFICATIONS, LATEST EDITION.
14. ALIGNMENTS, CENTERLINE CURVE DATA, AND STATIONING FOR ALL CONSTRUCTION SHALL BE DETERMINED FROM SUBDIVISION PLAT.
15. FOR ALL CONCRETE REMOVED, A MINIMUM OF THREE (3) INCH DEEP SAW-CUT SHALL BE PROVIDED PRIOR TO REMOVAL.
16. REPRESENTATIVES FROM THE CITY OF FRIENDSWOOD, THE OWNER, AND THE TESTING LABORATORY SHALL BE PRESENT FOR ALL GRADATIONS, DENSITY TESTING, LIME OPERATIONS, AND PLACEMENT OF CONCRETE OR ASPHALTIC PAVING.
17. UNDER NO CIRCUMSTANCES SHALL WATER BE ADDED TO A CONCRETE LOAD AFTER SLUMP TESTS HAVE BEEN TAKEN.
18. BLUE REFLECTORIZED RAISED PAVEMENT MARKERS SHALL BE PLACED ADJACENT TO FIRE HYDRANT LOCATIONS AT A POINT SIX (6) INCHES FROM THE CENTERLINE OF THE ROADWAY, ON THE SIDE OF THE FIRE HYDRANT (REFLECTORS SHALL FACE TRAFFIC FLOW).
19. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION. DURING THE COURSE OF AND ALL CLEARING, GRUBBING, FILL, GRADING, EXCAVATION, OR OTHER CONSTRUCTION, CONTRACTOR SHALL ENSURE THAT STORM DRAINAGE PATHWAYS ARE MAINTAINED AND REMAIN OPEN TO ENSURE POSITIVE DRAINAGE AND SUCH CONVEYANCES ARE NOT IMPEDED OR BLOCKED IN ANY WAY. STORM SEWER INLETS SHALL BE PROTECTED FROM ENTRY OF SILT, TRASH, DEBRIS, AND ANY OTHER SUBSTANCES DELETERIOUS TO THE STORM SEWER SYSTEM AND/OR WATERWAYS RECEIVING STORM WATER RUNOFF. CONTRACTOR SHALL, AT COMPLETION OF WORK, FILL LOW SPOTS AND GRADE ALL RIGHTS-OF-WAY AND UTILITY EASEMENTS AND REGRADE/RESTORE DITCHES AS NECESSARY TO MAINTAIN AND/OR ESTABLISH POSITIVE DRAINAGE.



EXPANSION
JOINT

SIDEWALK JOINTS

NOTES

2. ALL EDGES SHALL BE ROUNDED WITH $\frac{3}{8}$ " RADIUS.
3. CONTRACTION JOINTS SHALL BE PLACED AT 4'-0" INTERVALS.
3. CONTRACTION JOINTS SHALL BE $\frac{3}{8}$ " DEEP AND HAVE TROWEL EDGE.
4. $\frac{3}{4}$ " EXPANSION JOINT MATERIAL REQUIRED WHERE SIDEWALKS ADJUT BUILDINGS, CURBS, DRIVEWAYS, OR EXISTING SIDEWALKS.
5. EXPANSION JOINTS SHALL BE PLACED AT 20'-0" INTERVALS.
6. 2" INCH CLEAN BANK SAND SHALL BE TAMPED TO 95% STANDARD PROCTOR.
7. WHERE NEW SIDEWALK IS PLACED AGAINST EXISTING SIDEWALK, SAW CUT EXISTING SIDEWALK TO AN EVEN STRAIGHT LINE PRIOR TO INSTALLATION OF THE NEW SIDEWALK.
8. SIDEWALK SHALL INSTALL #4 REBAR DOWEL INTO EXISTING SIDEWALK.

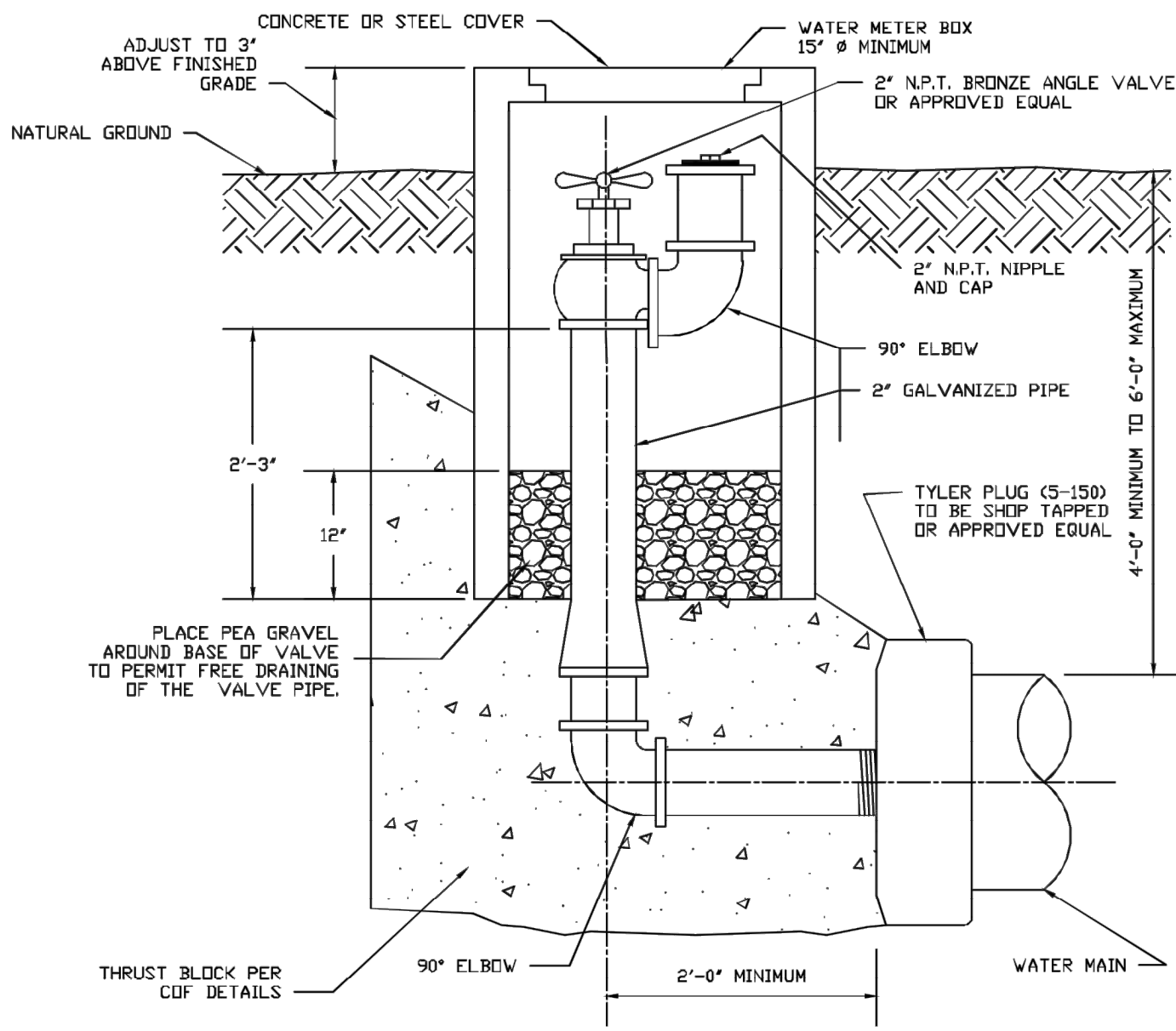


DEPARTMENT OF
PUBLIC WORKS
ENGINEERING DIVISION

IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

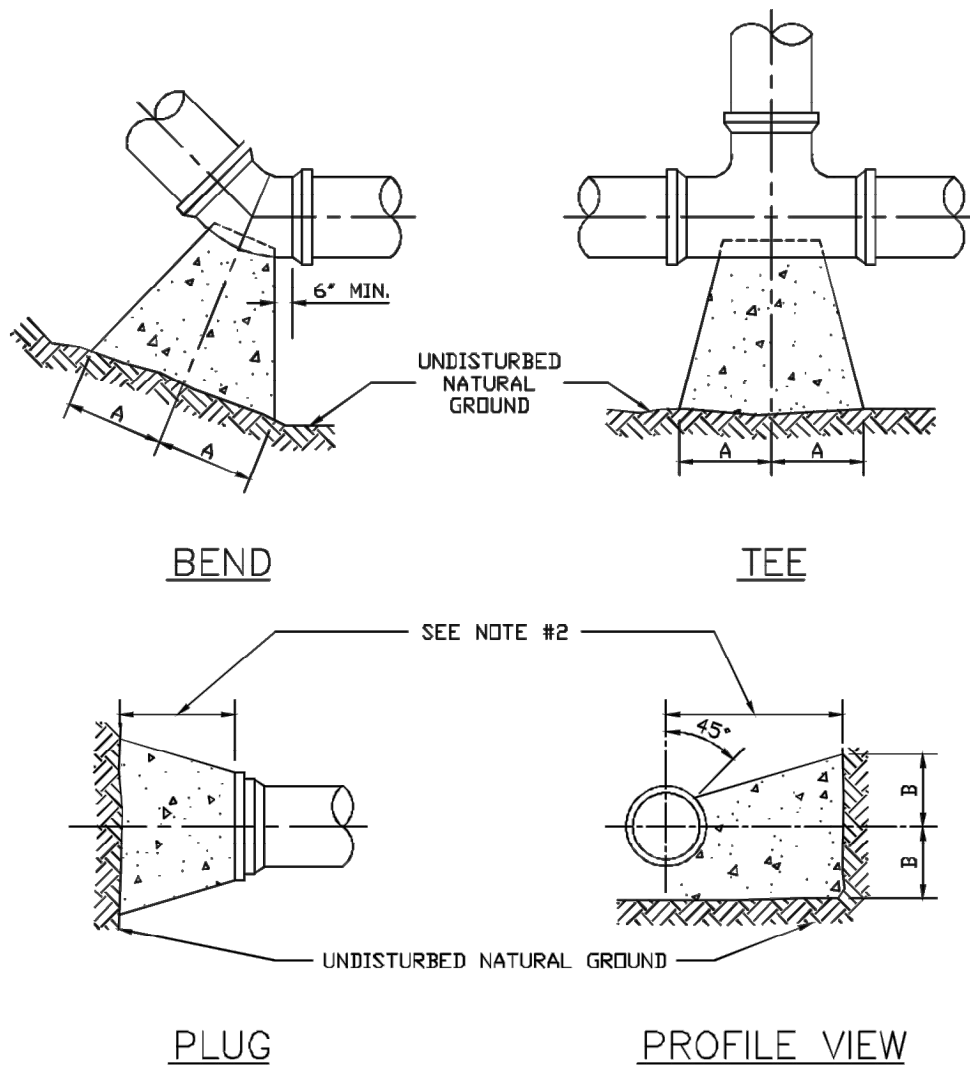
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PROJECT NUMBER: LE-19007	DATE SUBMITTED: MAY, 2019	SHEET: 15 OF 25
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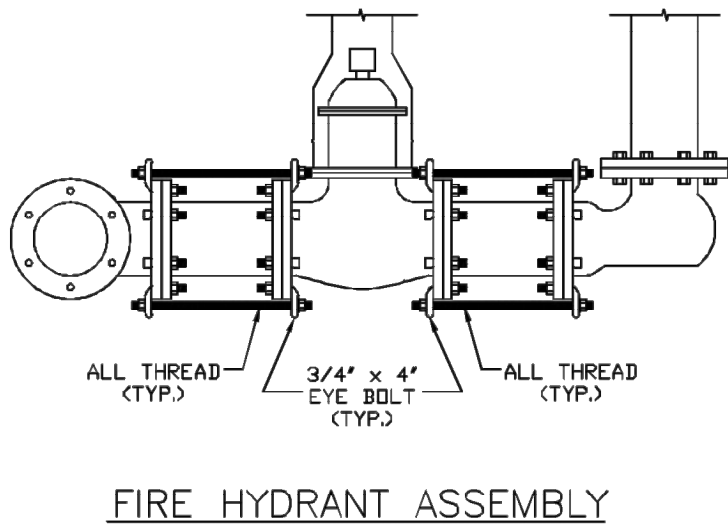
BLOW-OFF VALVE ASSEMBLY

SIZE	90° BEND		45° BEND		22 1/2° BEND		TEES		PLUGS	
	A	B	A	B	A	B	A	B	A	B
4"	10"	7"	6"	7"	3"	7"	7"	7"	10"	20"
6"	15"	10"	8"	10"	6"	8"	10"	12"	10"	21"
8"	22"	13"	12"	13"	8"	10"	13"	16"	12"	28"
10"	28"	17"	14"	17"	10"	15"	16"	20"	14"	30"
12"	29"	21"	16"	21"	11"	18"	18"	24"	16"	41"
14"	35"	24"	18"	24"	12"	20"	22"	27"	18"	45"
18"	38"	27"	21"	27"	12"	24"	24"	30"	20"	54"

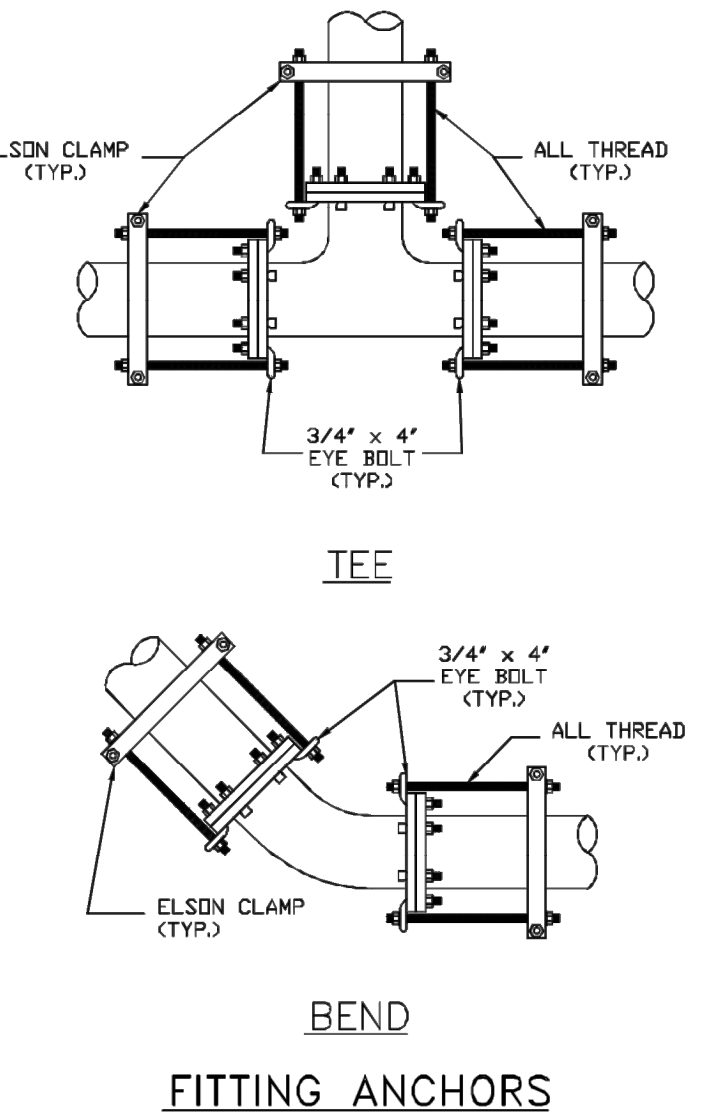


THRUST BLOCK

- NOTES:
1. THRUST BLOCKS AT TRENCH FACE SHALL HAVE A MINIMUM BEARING SURFACE OF 10 SF AND THE LEAST DIMENSION SHALL BE NO SMALLER THAN 1.5 TIMES PIPE DIAMETER.
 2. FROM THE BACK OF PIPE TO THE TRENCH WALL SHALL BE A MINIMUM OF 18" FOR PIPE DIAMETERS OF 10 INCHES AND LESS, AND A MINIMUM OF 24" FOR PIPE DIAMETERS OF 12 INCHES OR GREATER.
 3. ALL CONCRETE SHALL BE CLASS "C", 2,500 PSI AS PER CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.

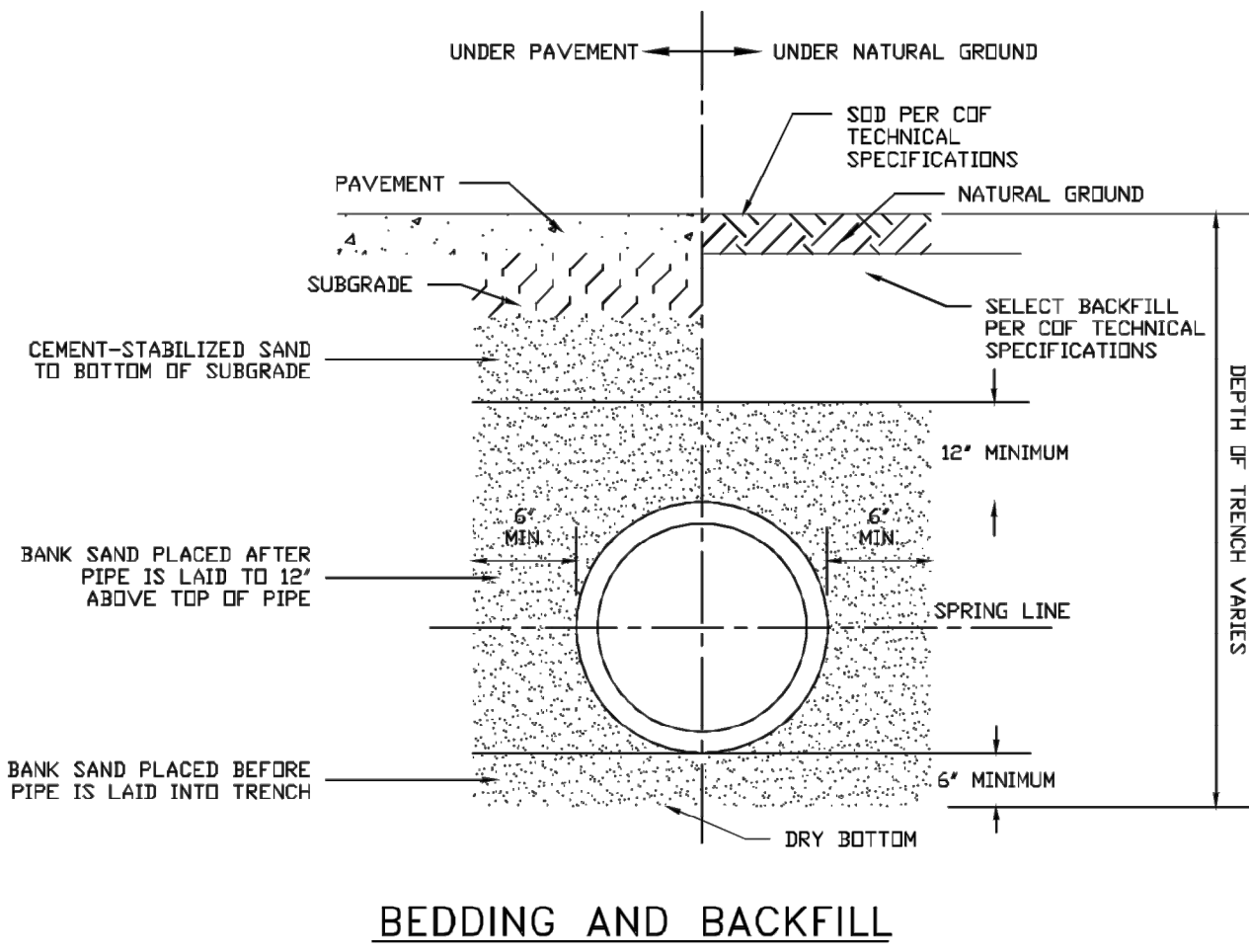


FIRE HYDRANT ASSEMBLY

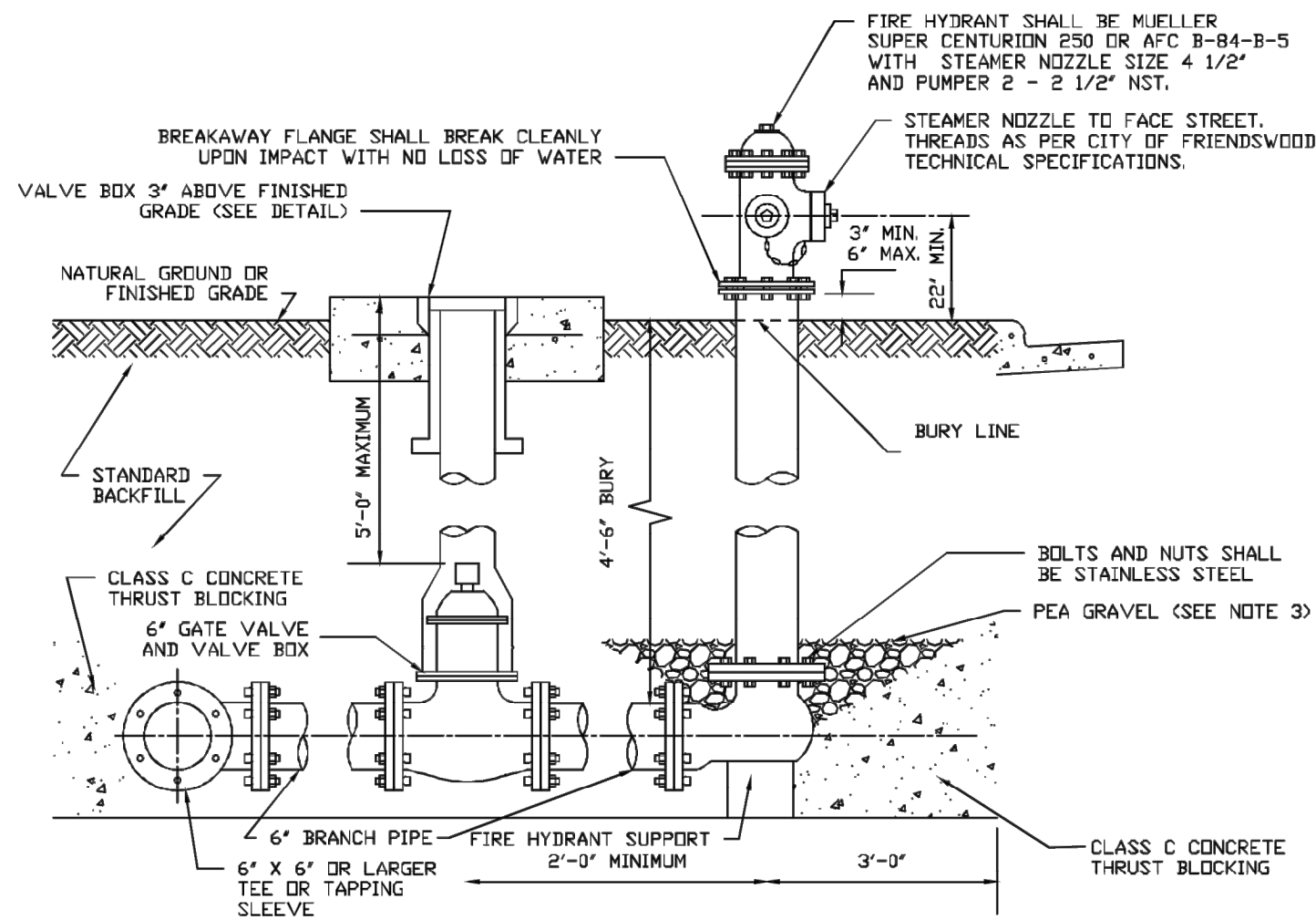


FITTING ANCHORS

- NOTES:
1. MEGA-LUGS MAY BE USED IN PLACE OF ELSON CLAMPS AND ALL THREAD TO RESTRAIN JOINTS.
 2. ALL NUTS, WASHERS AND ALL THREAD SHALL BE STAINLESS STEEL.

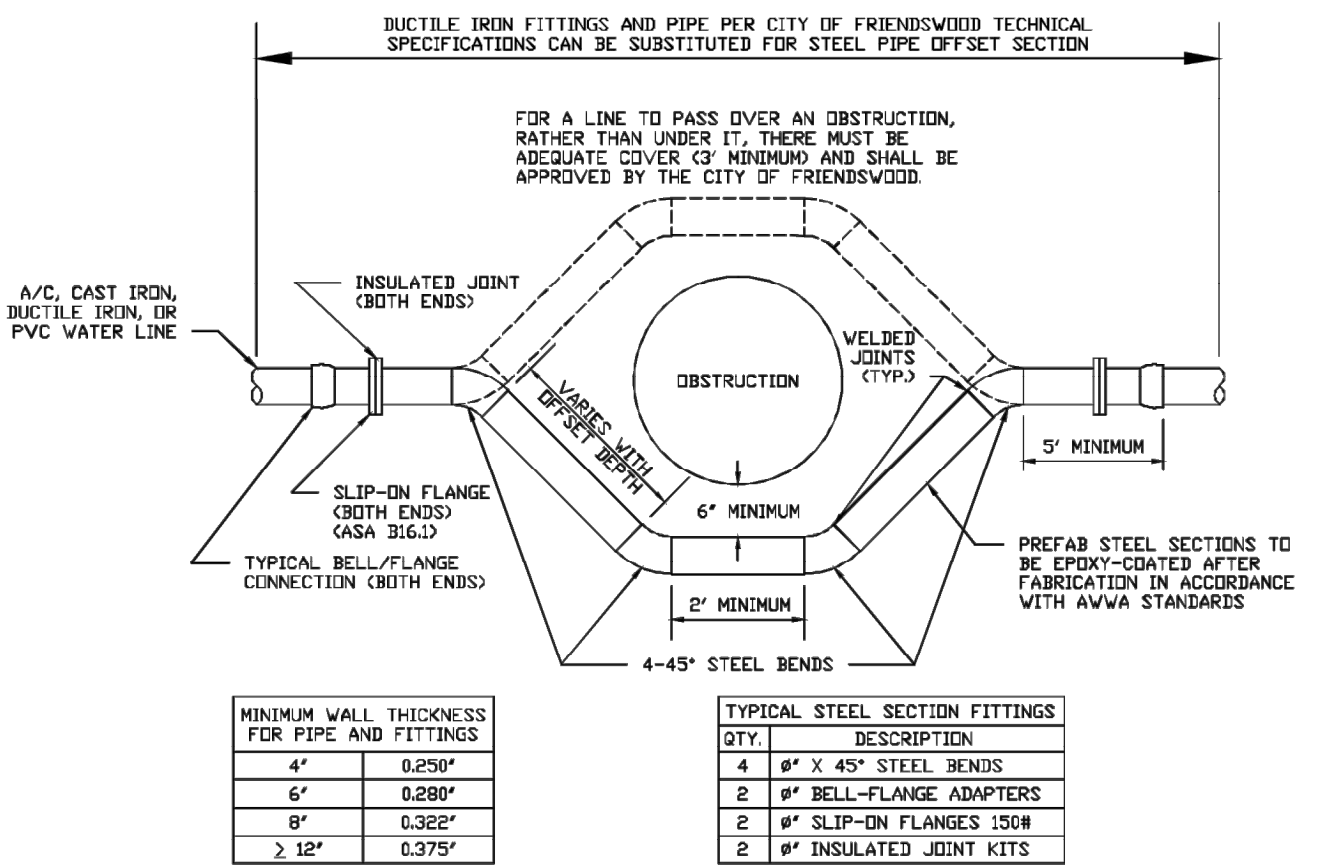


BEDDING AND BACKFILL



FIRE HYDRANT ASSEMBLY

1. RESTRAINED JOINTS SHALL BE USED (SEE FITTING ANCHOR DETAIL).
2. FIRE HYDRANTS SHALL BE AUDITED AND PAINTED ACCORDING TO THE CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.
3. FILL PEA GRAVEL TO A MINIMUM DEPTH OF 6\"/>

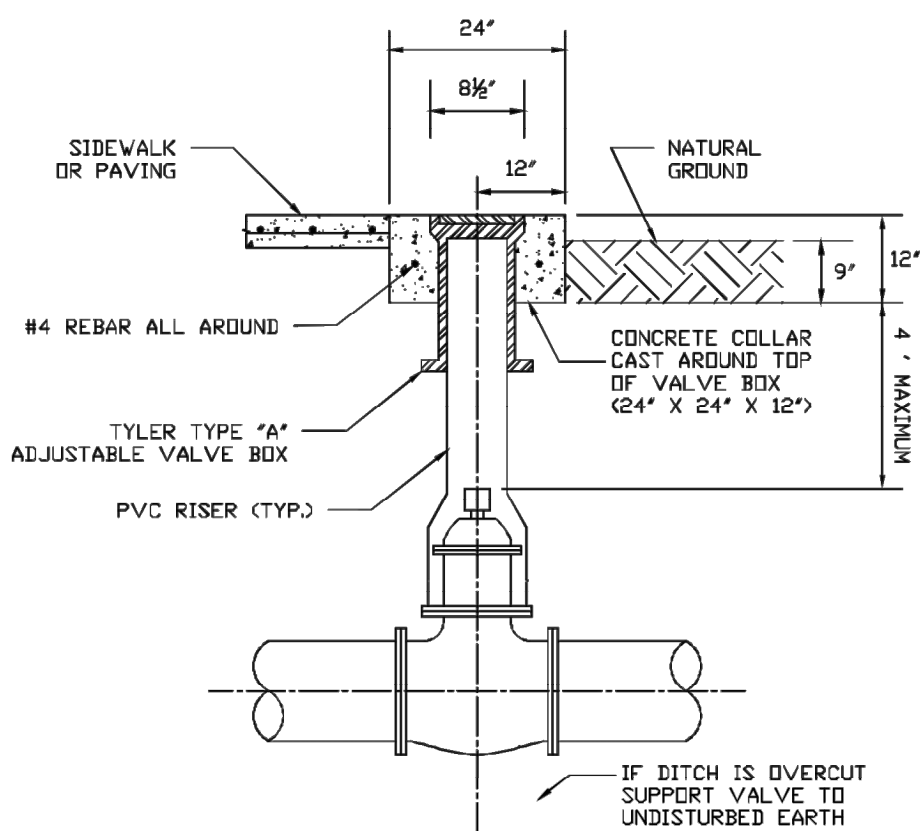


MINIMUM WALL THICKNESS FOR PIPE AND FITTINGS	
4"	0.250"
6"	0.280"
8"	0.320"
≥ 12"	0.375"

QTY.	DESCRIPTION
4	8" X 45° STEEL BENDS
2	8" BELL-FLANGE ADAPTERS
8	8" SLIP-ON FLANGES 150#
2	8" INSULATED JOINT KITS

STEEL PIPE OFFSET SECTION

1. ALL MATERIALS AND COATINGS SHALL BE IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.
2. RESTRAIN EXISTING PIPING BEYOND STEEL SECTION AS REQUIRED TO PREVENT MOVEMENT.
3. INSULATED JOINT SHALL BE MADE UP USING INSULATING GASKETS, PLASTIC BOLT SLEEVES AND WASHERS OF INSULATING GASKET MATERIAL BACKED WITH STAINLESS STEEL WASHERS OR OTHER METHODS APPROVED BY THE CITY ENGINEER.
4. NO FIELD FABRICATION OR INTERIOR COATING OF STEEL WATER PIPE OFFSETS ALLOWED.



VALVE BOX INSTALLATION

ALL FLUSHING AND GATE VALVES TO BE MECHANICAL JOINT AWWA STANDARD COUNTER-CLOCKWISE OPENING WITH RESILIENT SEATS.

1. WATER LINE CONSTRUCTION AND TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.
2. ALL WATER MAINS SHALL HAVE A MINIMUM OF FORTY-EIGHT (48) INCHES OF COVER MEASURED FROM CENTERLINE OF STREET OR EXISTING NATURAL GROUND, WHICHEVER DEPTH IS GREATER, UNLESS OTHERWISE NOTED.
3. HYDROSTATIC TESTING FOR MAIN DISTRIBUTION AND DOMESTIC SERVICES LINES SHALL BE AT ONE HUNDRED AND FIFTY (150) PSI FOR FOUR (4) HOURS AND SHALL BE WITNESSED BY COMMUNITY DEVELOPMENT PROJECT MANAGER (SECTION 01475 - TESTING PROCEDURES).
4. SINGLE METER SERVICE LINES SHALL BE ONE (1) INCH MINIMUM I.D., C.T.S., POLYETHYLENE, SDR-9.
5. CONTRACTOR TO FURNISH AND INSTALL SINGLE SERVICE METER BOXES AT FINISHED GRADE.
6. FIRE HYDRANT ASSEMBLIES SHALL INCLUDE ONE (1) EACH LINE SIZE BY SIX (6) INCH TEE, ONE (1) EACH SIX (6) INCH GATE VALVE AND ADJUSTABLE BOX, ONE (1) EACH FIRE HYDRANT WITH SIX (6) INCH LEAD PIPING AND TIE BAKCS.
7. WATER VALVES ON MAIN LINES SHALL BE LOCATED AS CLOSE AS POSSIBLE TO EXTENDED PROPERTY LINE AND SHALL CONFORM TO AWWA C500, OPEN LEFT (COUNTERCLOCKWISE), EQUIPPED WITH TWO (2) INCH SQUARE OPERATING NUT.
8. WATER LINES FOUR (4) INCH THROUGH TWELVE (12) INCH I.D. SHALL COMPLY WITH ALL THE REQUIREMENTS OF AWWA STANDARD C900-75 CLASS 150, SDR-18 PVC, WHICH HAS AN OUTSIDE DIAMETER EQUAL TO CAST IRON PIPE OF THE SAME INSIDE DIAMETER, WITH GASKET BELL END.
9. ALL CONCRETE THRUST BLOCKING SHALL BE PLACED TO FORM A SOLID CONNECTION BETWEEN FITTINGS, VALVES, FIRE HYDRANTS AND UNDISTURBED EARTH. CONCRETE THRUST BLOCKING SHALL BE CLASS "C" CONCRETE WITH A MINIMUM OF 2,500 PSI COMPRESSIVE STRENGTH AFTER TWENTY-EIGHT (28) DAYS. ALL BOLTS AND NUTS AT FITTINGS AND FIRE HYDRANTS SHALL BE COVERED WITH PLASTIC BEFORE THRUST BLOCK IS PLACED.
10. GRAY IRON AND DUCTILE IRON FITTINGS SHALL CONFORM TO AWWA C110 AND END JOINTS OF FITTINGS AND MAIN VALVES SHALL CONFORM TO AWWA C110. ALL FITTINGS SHALL BE MECHANICAL JOINTS, CEMENT LINED OR EPOXY COATED.
11. MINIMUM BURY FOR ALL FIRE HYDRANT LEADS SHALL BE FOUR (4) FEET UNLESS OTHERWISE NOTED. ALL FIRE HYDRANTS AND VALVE BOXES ARE TO BE ADJUSTED TO FINISH GRADE AFTER PAVING IS COMPLETE.
12. INSTALL CONCRETE BLOCK BENEATH FIRE HYDRANT LEADS BEFORE PLACING CONCRETE THRUST BLOCKING TO INSURE THAT FIRE HYDRANTS ARE INSTALLED LEVEL.
13. CONTRACTOR SHALL CONTACT THE CITY'S PROJECT MANAGER A MINIMUM OF SEVENTY-TWO (72) HOURS PRIOR TO START OF CONSTRUCTION.
14. ALL WATER LINE TRENCHES TO BE BACKFILLED TO ONE (1) FOOT ABOVE TOP OF PIPE WITH BANK SAND. TRENCHES UNDER OR WITHIN ONE (1) FOOT OF PROPOSED OR FUTURE PAVEMENT, BACKFILL FROM TOP OF BANK SAND TO BOTTOM OF PROPOSED SUBGRADE UNDER PAVEMENT WITH CEMENT STABILIZED SAND (1.1 SACKS OF CEMENT PER TON OF SAND).
15. ALL FIRE HYDRANTS ARE TO BE LOCATED AS SHOWN ON THE PLANS AND SET THREE (3) FEET BEHIND THE CURB OR AT APPROVED LOCATION ON RURAL ROADS. ALL FIRE HYDRANTS SHALL BE AUDITED AND PAINTED AS PER CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.
16. ALL TAPPING SLEEVES SHALL BE STAINLESS STEEL FULL CIRCLE WITH MECHANICAL JOINT TAPPING SLEEVE.
17. THE CONTRACTOR SHALL NOT OPERATE EXISTING CITY WATER VALVES. THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER A MINIMUM OF TWENTY-FOUR (24) HOURS PRIOR TO ANY VALVE OPERATION NECESSARY FOR THE PROJECT. IF ANY VALVE CLOSING WILL RESULT IN INTERRUPTED SERVICE TO RESIDENTS OR BUSINESSES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROPER NOTICE TO THE AFFECTED PARTIES.

WATER DISTRIBUTION STANDARD DETAILS

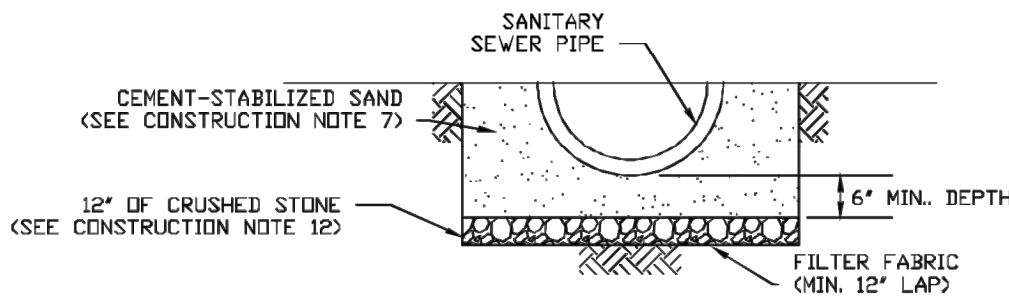


DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

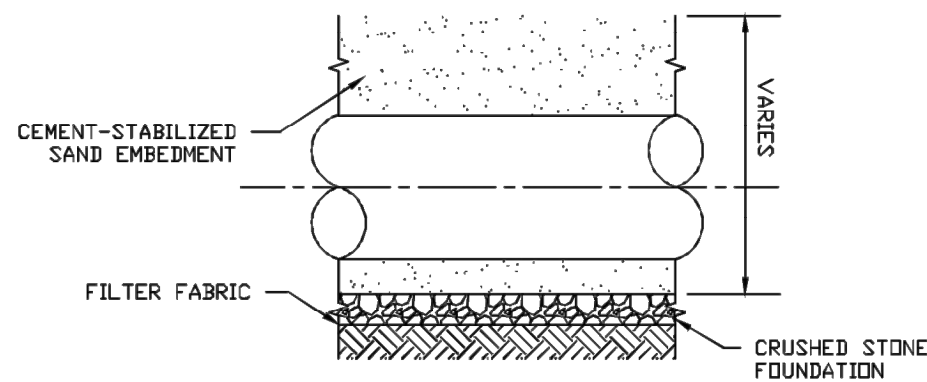
IMPERIAL ESTATES INLINE DETECTION FRIENDSWOOD, GALVESTON COUNTY TEXAS

FILE NAME: WDSO - 2017.DWG
DATE APPROVED: JULY 1, 2017
SCALE: NTS
REVISED DATE: JUNE 2017

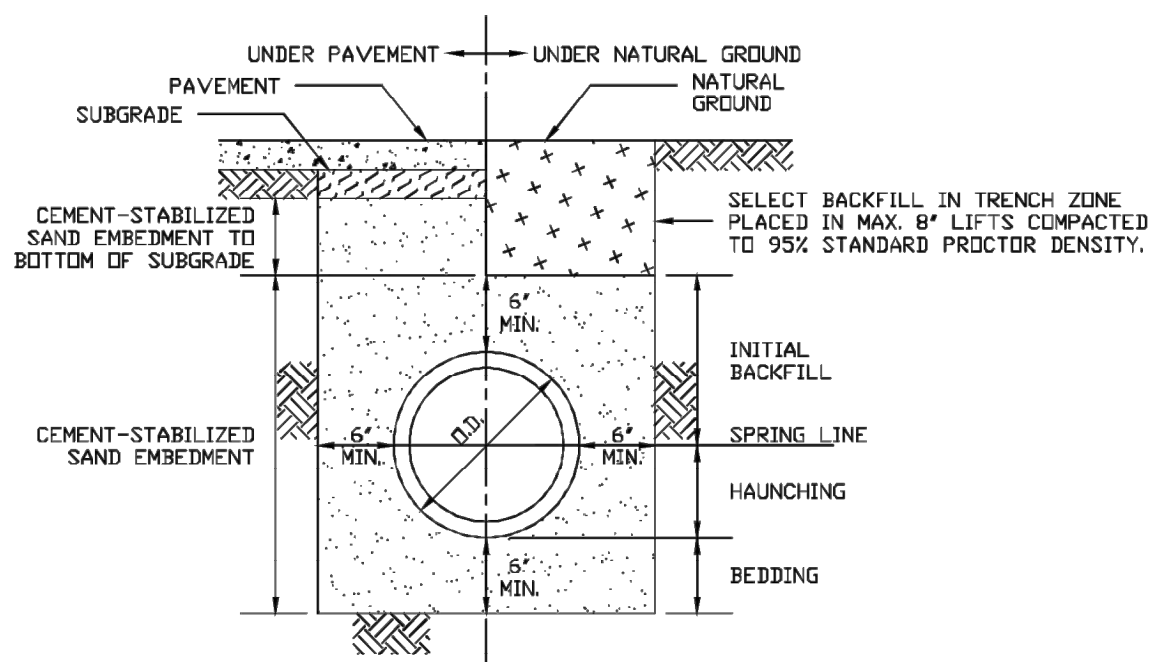
PROJECT NUMBER: LE-19007
DATE SUBMITTED: MAY, 2019
SHEET: 16 OF 25



WET BEDDING CROSS-SECTION



WET BEDDING LONGITUDINAL-SECTION

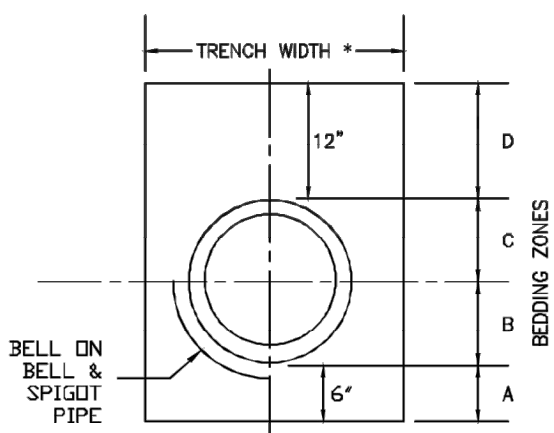


DRY STABLE TRENCH

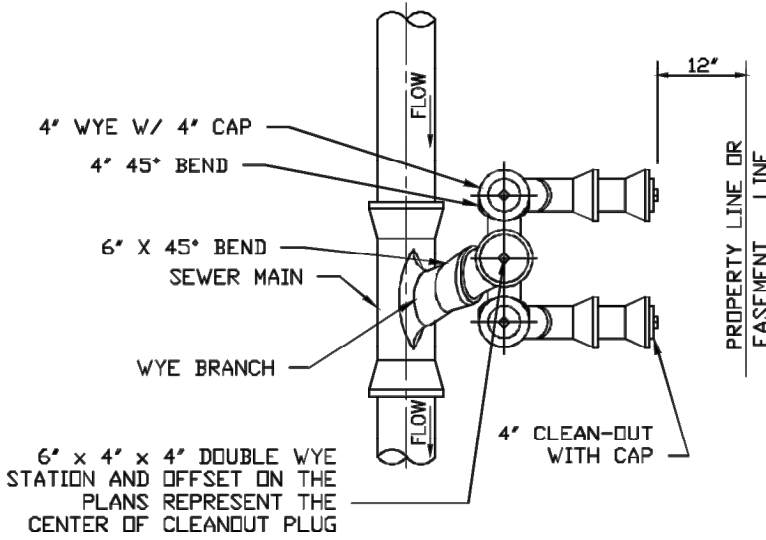
GRAVITY LINE BEDDING AND BACKFILL

BEDDING ZONE				
PIPE MATERIAL	A	B	C	D
CAST IRON	BS	BS	BS	EF
DUCTILE IRON (PRESSURE)	BS	BS	BS	EF
DUCTILE IRON (GRAVITY)	CS	CS	CS	EF
PVC (PRESSURE PIPE)	BS	BS	BS	EF
PVC (GRAVITY PIPE)	CS	CS	CS	EF
STEEL	BS	BS	BS	EF

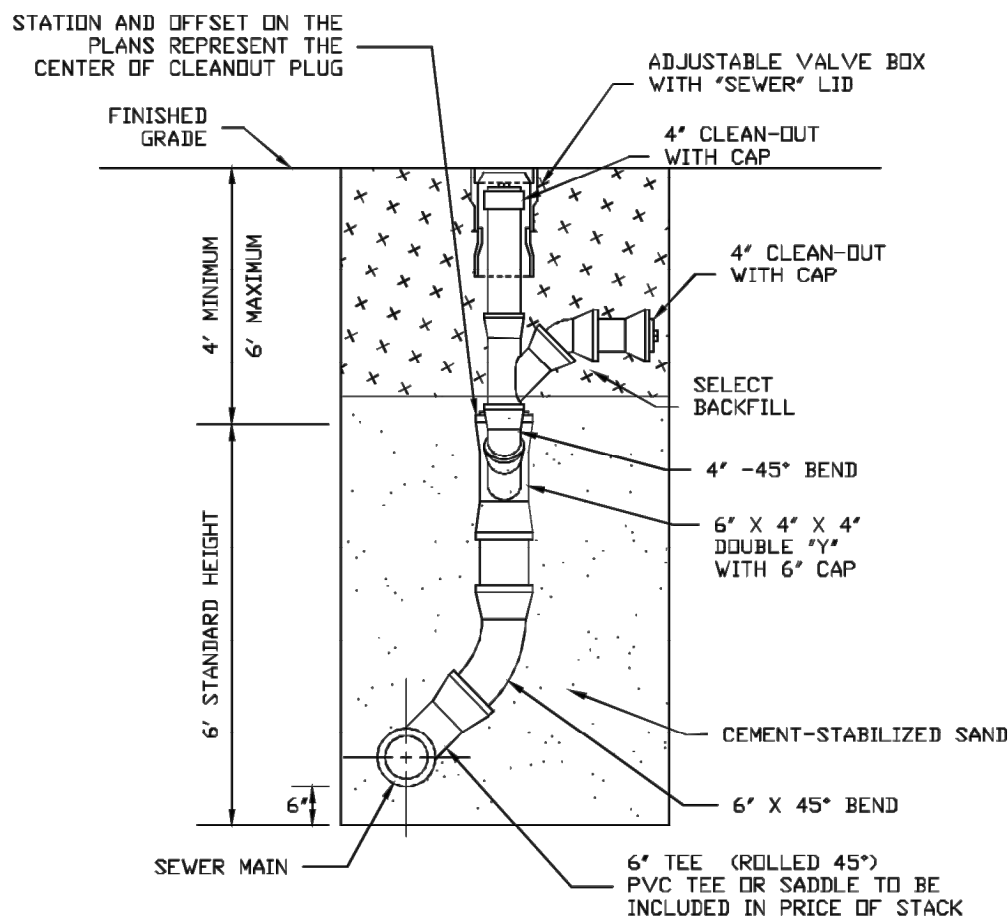
BS-BANK SAND
AB-AGGREGATE BEDDING (WET CONDITIONS ONLY)
ES-SELECT EARTH PLACED SAME DAY PIPE IS LAID
EF-EARTH FILL PLACED NEXT DAY (OR LATER) AFTER PIPE IS LAID
CS-CEMENT STABILIZED SAND



ORDINARY TRENCH EMBEDMENT & BACKFILL



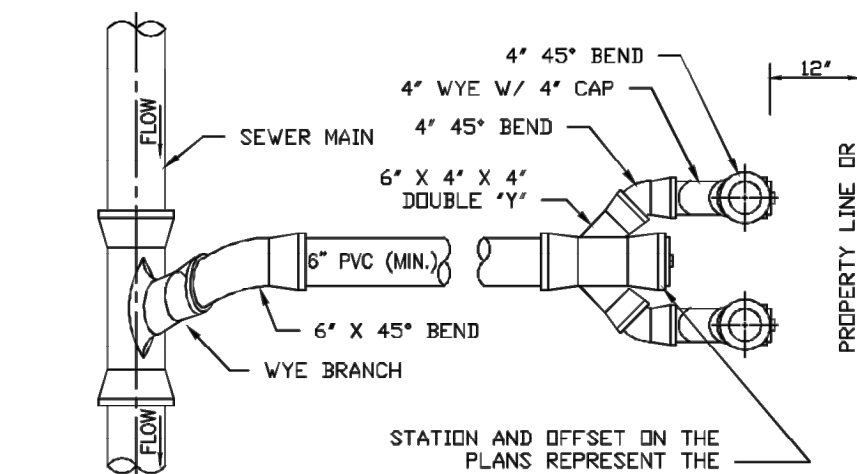
PLAN VIEW



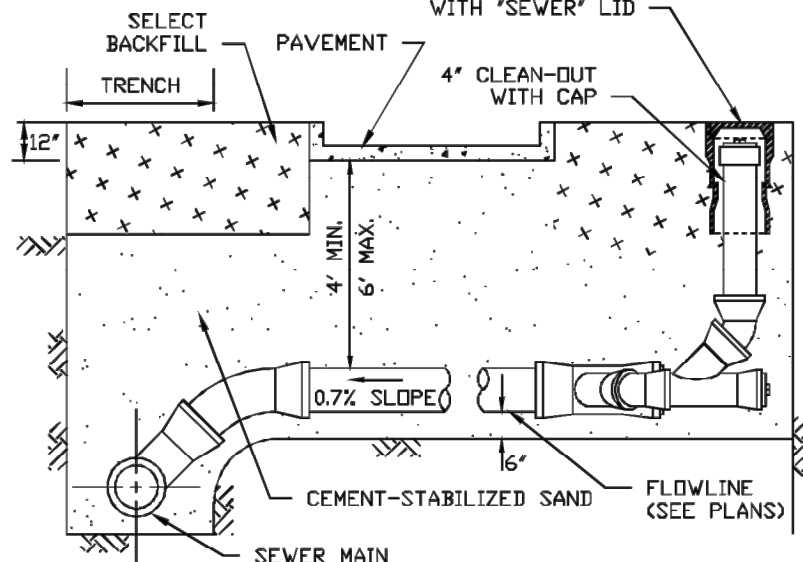
PROFILE VIEW

NEAR SIDE SERVICE CONNECTION

- NOTES:
1. ONLY SDR26 PVC OR EQUIVALENT SHALL BE USED UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
 2. USE SINGLE WYE BRANCH FOR SINGLE SERVICE AND DOUBLE WYE BRANCH FOR DOUBLE SERVICE.
 3. MAIN STACKS SHALL BE A MINIMUM OF 6" IN DIAMETER.
 4. ALL CONNECTIONS TO THE MAIN SANITARY SEWER SHALL BE APPROVED BY THE CITY OF FRIENDSWOOD UTILITIES DIVISION OF PUBLIC WORKS. SCHEDULE INSPECTIONS AT (201) 996-3382.
 5. ALL SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS, LATEST REVISION.
 6. INDIVIDUAL RESIDENTIAL CLEANDOUTS SHALL BE 4" PVC.



PLAN VIEW



PROFILE VIEW

FAR SIDE SERVICE CONNECTION

NOTES:

1. ONLY SDR26 PVC OR EQUIVALENT SHALL BE USED UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. USE SINGLE WYE BRANCH FOR SINGLE SERVICE AND DOUBLE WYE BRANCH FOR DOUBLE SERVICE.
3. ALL CONNECTIONS TO THE MAIN SANITARY SEWER SHALL BE APPROVED BY THE CITY OF FRIENDSWOOD UTILITIES DIVISION OF PUBLIC WORKS. SCHEDULE INSPECTIONS AT (201) 996-3382.
4. ALL SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS, LATEST REVISION.
5. INDIVIDUAL RESIDENTIAL CLEANDOUTS SHALL BE 4" PVC.

SANITARY SEWER SYSTEM CONSTRUCTION NOTES

1. FINISHED ELEVATION ON SANITARY MANHOLE RIMS SHALL BE THREE (3) INCHES ABOVE FINISHED GRADE IN UTILITY EASEMENTS. IF THE MANHOLE IS LOCATED ADJACENT TO A PUBLIC STREET, THE FINAL ELEVATION SHALL BE TWO (2) INCHES ABOVE THE TOP OF THE CURB OR TWO (2) INCHES ABOVE THE CENTERLINE OF THE STREET FOR STREETS WITH NO PERIMETER CURB (TOP OF CURB SHOULD EQUAL CENTERLINE OF STREET).
2. WATER LINES AND SANITARY SEWER LINES SHALL BE INSTALLED IN SEPARATE TRENCHES, PER ITEM EIGHT (8) BELOW.
3. ALL PROPOSED SANITARY SEWER LINES SHALL BE DUCTILE IRON OR PVC. PVC PIPE SHALL CONFORM TO ASTM D3034, SDR 26 FOR ALL DEPTHS.
4. ALL PVC PIPE (ALL TYPES SDR/DR WALL THICKNESS TO BE USED) SHALL HAVE RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D212. THE GASKET MATERIAL SHALL CONFORM TO ASTM F477. SOLVENT WELDED JOINTS WILL NOT BE APPROVED FOR CITY SANITARY SEWER LINES.
5. ALL DUCTILE IRON PIPE SHALL BE 150 PSI WITH EIGHT (8) MIL BLACK VIRGIN POLYETHYLENE WRAP AS SPECIFIED IN ANSI A21.5/AWWA C105.
6. SANITARY SEWER MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD DESIGN STANDARDS AND TECHNICAL SPECIFICATIONS, LATEST REVISION. CONTRACTOR TO FURNISH TEST PLUGS AND RISERS. ALL SANITARY SEWER LINES TO BE AIR TESTED IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.
7. SANITARY SEWER TRENCHES WITHIN OR UNDER ONE (1) FOOT OF PROPOSED OR FUTURE PAVEMENT TO BE BACKFILLED WITH CEMENT-STABILIZED SAND BACKFILL (1.1 SACKS OF CEMENT PER TON OF SAND) TO THE BOTTOM OF THE SUBGRADE. BEDDING, HAUNCHING, AND INITIAL FILL SHALL BE CEMENT-STABILIZED SAND FOR GRAVITY SANITARY SEWERS AND BANK SAND FOR FORCE MAIN SANITARY SEWERS.
8. WATER LINE/NEW SANITARY SEWER LINE SEPARATION. WHEN NEW SANITARY SEWERS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER THAN NINE (9) FEET IN ALL DIRECTIONS. SANITARY SEWERS THAT PARALLEL WATER LINES SHALL BE INSTALLED IN SEPARATE TRENCHES. WHEN NINE (9) FEET OF SEPARATION CANNOT BE MAINTAINED, THEN THE FOLLOWING GUIDELINES APPLY:
 - 8.1. WHEN THE SANITARY SEWER PARALLELS A WATER LINE, THE SANITARY SEWER SHALL BE CONSTRUCTED OF CAST IRON OR PVC MEETING ASTM SPECIFICATIONS WITH THE PRESSURE RATING FOR BOTH THE PIPE AND JOINTS OF 150 PSI. THE VERTICAL SEPARATION SHALL BE A MINIMUM OF TWO (2) FEET BETWEEN THE OUTSIDE DIAMETERS OF THE PIPE AND THE HORIZONTAL SEPARATION SHALL BE A MINIMUM OF FOUR (4) FEET BETWEEN THE OUTSIDE DIAMETERS OF THE PIPE. THE SANITARY SEWER LINE SHALL BE LOCATED BELOW THE WATER LINE.
 - 8.2. WHEN A SANITARY SEWER CROSSES A WATER LINE AND THE SANITARY SEWER LINE IS CONSTRUCTED OF CAST IRON, DUCTILE IRON OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI; AN ABSOLUTE MINIMUM DISTANCE OF SIX (6) INCHES BETWEEN THE OUTSIDE DIAMETERS SHALL BE MAINTAINED. THE SANITARY SEWER LINE SHALL BE LOCATED BELOW THE WATERLINE WHEN POSSIBLE AND ONE (1) LENGTH OF THE SANITARY SEWER PIPE SHALL BE CENTERED ON THE WATER LINE.
 - 8.3. WHEN A SANITARY SEWER LINE CROSSES UNDER A WATER LINE AND THE SANITARY SEWER IS CONSTRUCTED OF ABS TRUSS PIPE, SIMILAR SEMI-RIGID PLASTIC COMPOSITE PIPE, CLAY PIPE OR CONCRETE PIPE WITH GASKETED JOINTS, A MINIMUM OF TWO (2) FEET OF SEPARATION SHALL BE MAINTAINED. THE INITIAL BACKFILL SHALL BE CEMENT-STABILIZED SAND (1.1 SACKS OF CONCRETE PER 1 TON OF SAND) FOR ALL SECTIONS OF SANITARY SEWER WITHIN NINE (9) FEET OF THE WATER LINE. THIS INITIAL BACKFILL SHALL BE FROM ONE QUARTER (1/4) DIAMETER BELOW THE CENTERLINE OF THE PIPE TO ONE (1) PIPE DIAMETER, BUT NOT LESS THAN TWELVE (12) INCHES ABOVE THE TOP OF PIPE.
 - 8.4. WHEN A SANITARY SEWER CROSSES OVER A WATER LINE, ALL PORTIONS OF THE SANITARY SEWER WITHIN NINE (9) FEET OF THE WATER LINE SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS. IN LIEU OF THIS PROCEDURE THE NEW SANITARY SEWER MAY BE ENCASED IN A JOINT OF 150 PSI CLASS PIPE AT LEAST EIGHTEEN (18) FEET LONG AND A MINIMUM OF TWO (2) NOMINAL SIZES LARGER THAN THE NEW SANITARY SEWER. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT INTERVALS OF FIVE (5) FEET WITH SPACERS OR BE FILLED TO THE SPRING LINE WITH WASHED SAND. THE ENCASEMENT PIPE SHOULD BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR WITH AN APPROVED MANUFACTURER SEAL.
9. FOR ALL PVC PIPE, USE MANHOLE WATER STOP GASKET AND CLAMP ASSEMBLY AT MANHOLE CONNECTIONS. CLAMP SHALL BE STAINLESS STEEL MATERIAL.
10. SANITARY SEWER MANHOLES SHALL BE STANDARD TYPE, UNLESS OTHERWISE NOTED. TOP OF RIMS OF ALL SANITARY SEWER MANHOLES SHALL BE AT OR ABOVE THE 100-YEAR BASE FLOOD ELEVATION AND HAVE INFLOW PROTECTORS UNDER THE COVERS. FOR MANHOLES LOCATED IN THE 100-YEAR FLOOD PLAIN, VENT AND SEAL THE MANHOLE COVERS. SECTIONS OF PRECAST MANHOLES SHALL BE JOINED WITH "RAM NEK" GASKET MATERIAL OR AS APPROVED BY THE CITY OF FRIENDSWOOD.
11. SANITARY SEWER LINES LOCATED IN OTHER AREAS NOT SPECIFIED IN ITEM 7 SHALL BE BACKFILLED ABOVE THE INITIAL BACKFILL WITH CEMENT-STABILIZED SAND OR SELECT BACKFILL MATERIAL WITH A PI BETWEEN TWENTY (20) AND FORTY (40).
12. IF WET SAND IS ENCOUNTERED IN THE FIELD, USE SPECIAL BEDDING.
13. SANITARY SEWERS CROSSING UTILITIES OTHER THAN WATER SHALL HAVE A MINIMUM CLEARANCE OF SIX (6) INCHES (ADDRESSED IN CITY OF FRIENDSWOOD TECHNICAL SPECIFICATION 02125 - EXCAVATION AND BACKFILL FOR UTILITIES).
14. ALL PRECAST CONCRETE MANHOLES SHALL HAVE THE TOP ADJUSTMENT CONSTRUCTED OF PRECAST PCC RINGS, SEALED WITH NON-SHRINK GROUT INSIDE AND OUTSIDE, AND BETWEEN EACH SECTION AND MANHOLE COVERS.
15. ALL SANITARY SEWER MANHOLE COVERS SHALL INCLUDE THE WORDS "SANITARY SEWER" AND "CITY OF FRIENDSWOOD" AND INCLUDE THE CITY OF FRIENDSWOOD SEAL. ALL MANHOLE COVERS SHALL HAVE A MINIMUM DIAMETER OF THIRTY-TWO (32) INCHES, AS SHOWN IN THE DETAIL ON THIS SHEET.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION. DURING THE COURSE OF ANY AND ALL CLEARING, GRUBBING, FILL, GRADING, EXCAVATION OR OTHER CONSTRUCTION, CONTRACTOR SHALL ENSURE THAT STORM SEWER DRAINAGE PATHWAYS ARE MAINTAINED AND REMAIN OPEN TO ENSURE POSITIVE DRAINAGE AND THAT SUCH CONVEYANCES ARE NOT IMPEDED OR BLOCKED IN ANY WAY. STORM SEWER INLETS SHALL BE PROTECTED FROM ENTRY OF SILT, TRASH, DEBRIS AND ANY SUBSTANCES DELETERIOUS TO THE STORM SEWER SYSTEM AND/OR WATERWAYS RECEIVING STORM WATER RUNOFF. CONTRACTOR SHALL, AT COMPLETION OF WORK, FILL LOW SPOTS AND GRADE ALL RIGHTS-OF WAY AND UTILITY EASEMENTS AND RE-GRADE/RESTORE DITCHES AS NECESSARY TO MAINTAIN AND/OR ESTABLISH POSITIVE DRAINAGE.

SANITARY SEWER
STANDARD DETAILS

FILE NAME:
SSSD1 - 2017.DWG

DATE APPROVED: JULY 1, 2017

SCALE: NTS

REVISED DATE: JUNE 2017



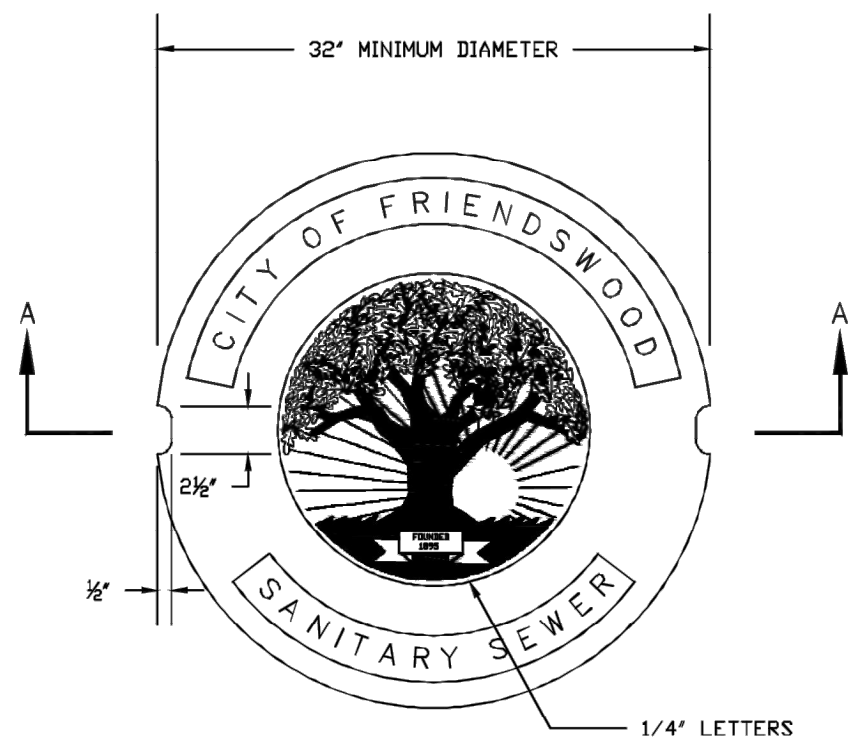
DEPARTMENT OF
PUBLIC WORKS
ENGINEERING DIVISION

IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

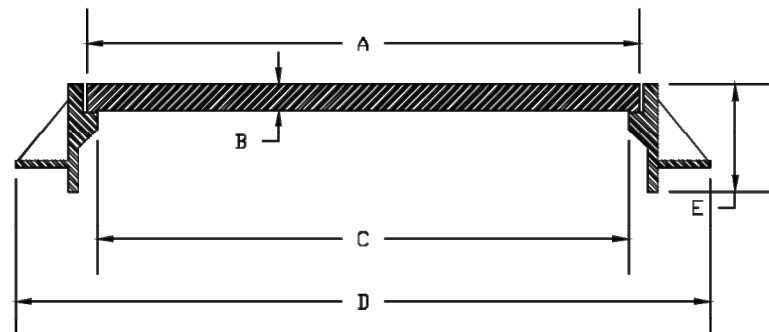
PROJECT NUMBER:
LE-19007

DATE SUBMITTED:
MAY, 2019

SHEET:
17 OF 25



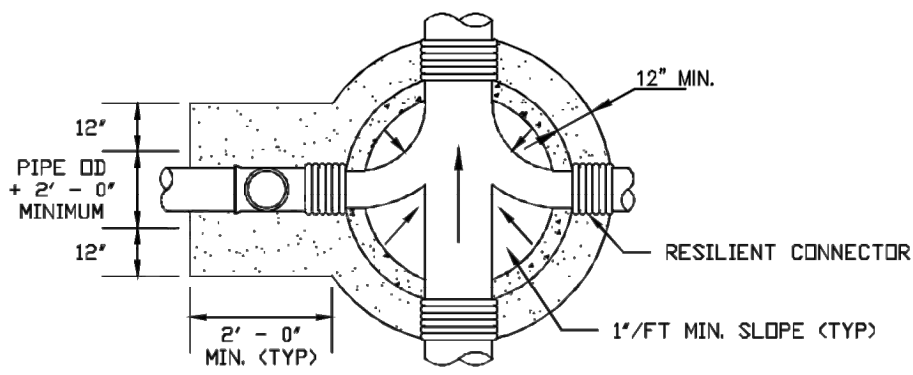
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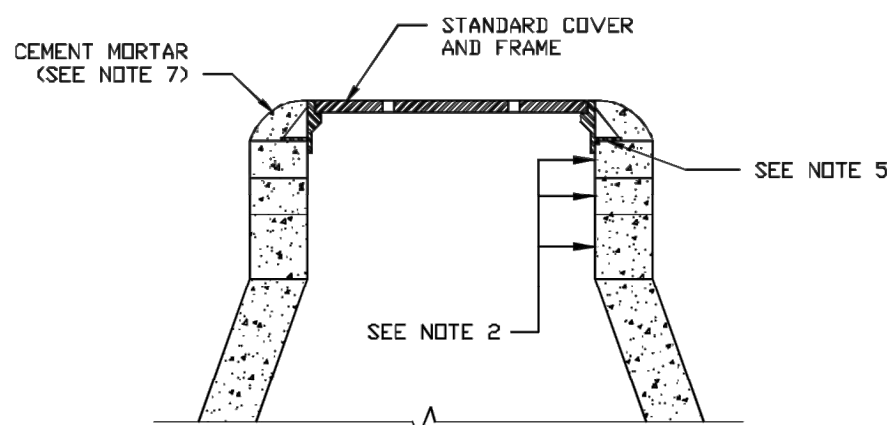
SECTION A-A

DIMENSIONS					
TYPE	A	B	C	D	E
H-2 INLET	23 3/4"	3 1/2"	22"	32 3/4"	6"
ALL OTHERS	32"	0 1/2"	30 3/4"	40"	0 1/2"

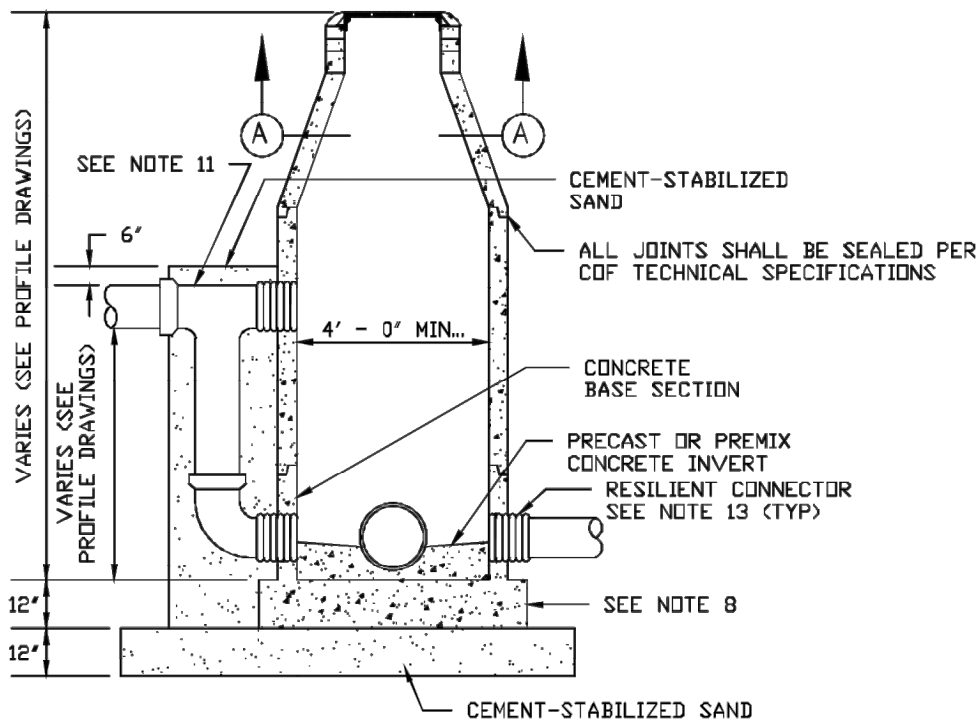
MANHOLE FRAME AND COVER



FOUNDATION PLAN



SECTION A



PROFILE VIEW

SANITARY SEWER MANHOLES

- NOTES:
1. DEPTH OF MANHOLE DETERMINES SECTIONS REQUIRED.
 2. PRECAST ADJUSTMENT RINGS SHALL BE PROVIDED FOR A COMBINED ADJUSTMENT HEIGHT OF AT LEAST TWELVE (12) INCHES. THE TOTAL HEIGHT OF ADJUSTMENT RINGS SHALL NOT EXCEED EIGHTEEN (18) INCHES.
 3. MANHOLE WALL THICKNESS FOR DEPTHS EXCEEDING 12' - 0" SHALL BE DETERMINED TO MEET LOADING CONDITIONS. MINIMUM WALL THICKNESS SHALL BE FIVE (5) INCHES.
 4. MANHOLE DROP AND INTERSECTING PIPES SHALL ONLY BE INSTALLED WHEN CALLED FOR IN THE PLAN AND PROFILE DRAWINGS.
 5. SEAT MANHOLE FRAME IN SEALANT PER CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.
 6. ECCENTRIC PRECAST MANHOLE CONE MAY BE USED.
 7. OMIT CEMENT MORTAR WHEN MANHOLE IS LOCATED IN PAVED AREAS. IN PAVED AREAS A BLOCKOUT SHALL BE SUPPLIED THAT IS TWO (2) FEET PAST THE OUTSIDE EDGE OF THE MANHOLE.
 8. MINIMUM REINFORCING BARS IN THE BASE SHALL BE #5 @ 8' O.C.E.W. MINIMUM REINFORCING BARS IN MANHOLE, INCLUDING CONE, SHALL BE #4 @ 12' O.C.E.W.
 9. PROVIDE BACKFILL TO MATCH ADJACENT PIPE TRENCH. BACKFILL PER CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.
 10. ~~BRICK CONSTRUCTION SHALL NOT BE PERMITTED.~~
 11. SANITARY SEWER DROP CONNECTION SHALL BE REQUIRED WHEN THE DIFFERENCE BETWEEN THE SANITARY SEWER FLOWLINE AND BOTTOM OF MANHOLE IS THIRTY (30) INCHES OR GREATER.
 12. CONCRETE SHALL BE CLASS 'A' CONCRETE WITH A DESIGN STRENGTH OF 4,000 PSI AT TWENTY-EIGHT (28) DAYS AND RATED FOR H-20 LOADING.
 13. RESILIENT CONNECTOR SHALL BE RUBBER GASKETED SLEEVE AND STAINLESS STEEL CLAMP. RESILIENT CONNECTOR SHALL BE PER CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS AND SHALL BE WATERTIGHT.
 14. PROVIDE SIX (6) INCH BASE EXTENSION FOR ALL MANHOLE DEPTHS GREATER THAN FIFTEEN (15) FEET AS MEASURED FROM INVERT FLOWLINE TO MANHOLE COVER.

SANITARY SEWER STANDARD
DETAILS (MANHOLES)

FILE NAME: SSSD2 - 2017.DWG
DATE APPROVED: JULY 1, 2017
SCALE: NTS
REVISED DATE: JUNE 2017



DEPARTMENT OF
PUBLIC WORKS
ENGINEERING DIVISION

IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

PROJECT NUMBER: LE-19007
DATE SUBMITTED: MAY, 2019
SHEET: 18 OF 25

NOTES:

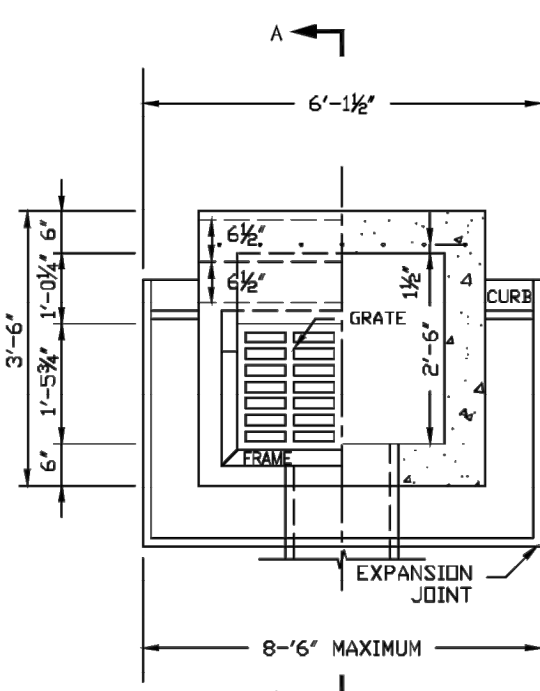
1. LIFTING INSERTS AS REQUIRED.
2. ALL JOINTS SHALL BE SEALED WITH RAM-NEK OR APPROVED EQUAL.
3. MANHOLES TO BE PLACED ON 12" OF CEMENT-STABILIZED SAND.
4. CONCRETE DESIGN STRENGTH SHALL BE 4000 PSI AT 28 DAYS, RATED FOR H-20 LOADING.
5. FOR USE WITH PIPE 72" DIAMETER AND SMALLER ONLY.

Diagram illustrating the components and dimensions of a concrete test specimen:

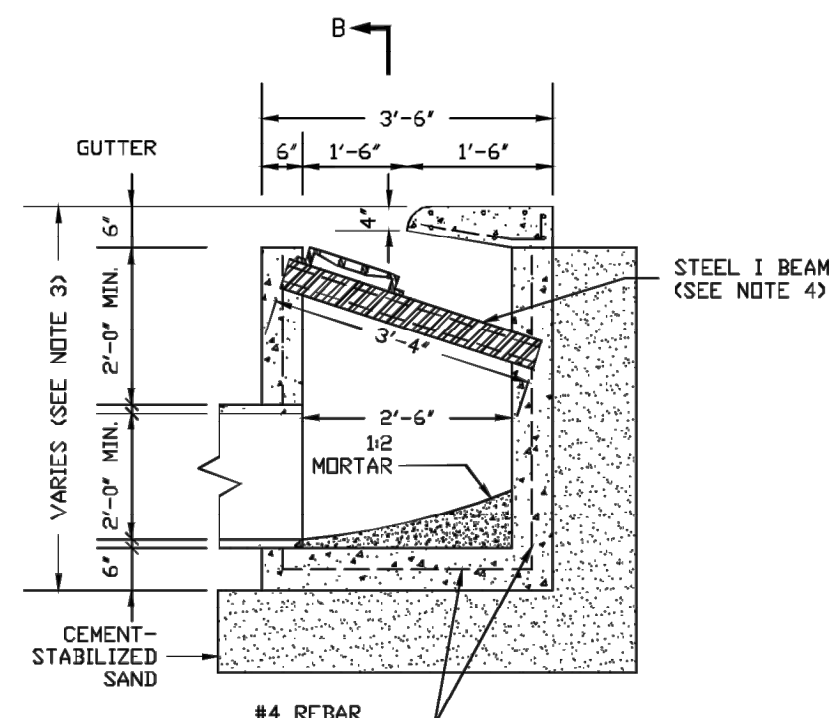
- 3" THICK CONCRETE ADJUSTING RINGS AS REQUIRED (3" MAX. HEIGHT)
- CONE (CONCENTRIC OR ECCENTRIC)
- RISER SECTIONS (AS NEEDED)
- RISER SECTIONS (AS NEEDED)
- BASE SECTION
- 12" CEMENT-STABILIZED SAND
- KNICKDOWNS AS REQUIRED
- DEPTH AS REQUIRED
- Dimensions: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z

NOTES:

1. LIFTING INSERTS AS REQUIRED.
2. ALL JOINTS SHALL BE SEALED WITH RAM-NEK OR APPROVED EQUAL.
3. MANHOLES TO BE PLACED ON 12" OF CEMENT-STABILIZED SAND.
4. CONCRETE DESIGN STRENGTH SHALL BE 4000 PSI AT 28 DAYS, RATED FOR H-20 LOADING.
5. WIDTH VARIES ACCORDING TO PIPE SIZE.

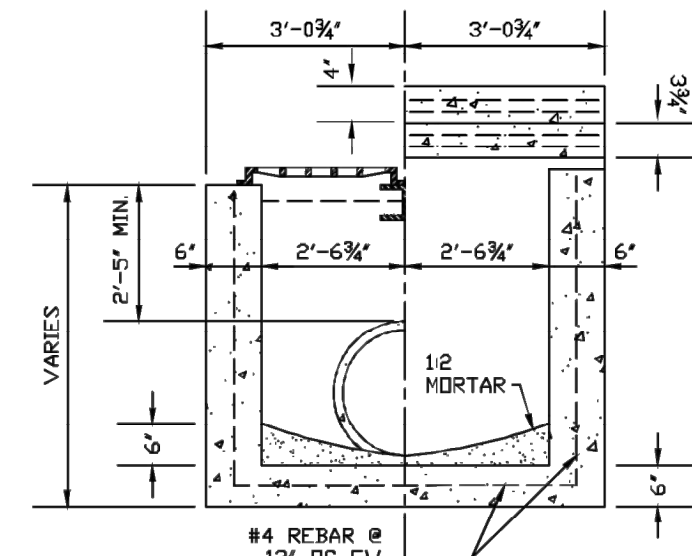


I BEAM SECTION

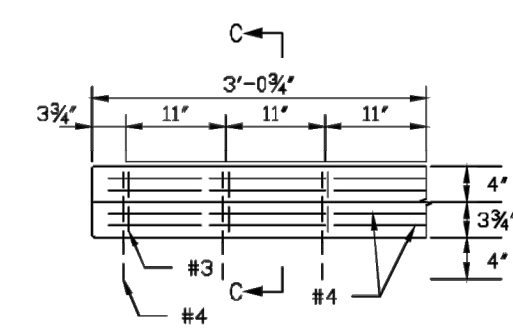


NOTES:

1. USE STANDARD CAST IRON FRAME AND GRATES.
2. LEADS SHALL LEAVE INLET AT LOCATION AND GRADE REQUIRED.
3. DIMENSION VARIES BASED ON PIPE DIAMETER AND WALL THICKNESS.
4. CENTER STEEL BEAM ON INLET AND CAST WALLS AS SHOWN (B-B INLET ONLY).
5. TYPE B AND B-B INLETS ARE FOR RESIDENTIAL USE ONLY.



SECTION B-B



CAST IRON FRAME AND COVER PER CITY OF FRIENDSWOOD TECHNICAL SPECIFICATIONS.

6" CONCRETE WALL

48" Minimum

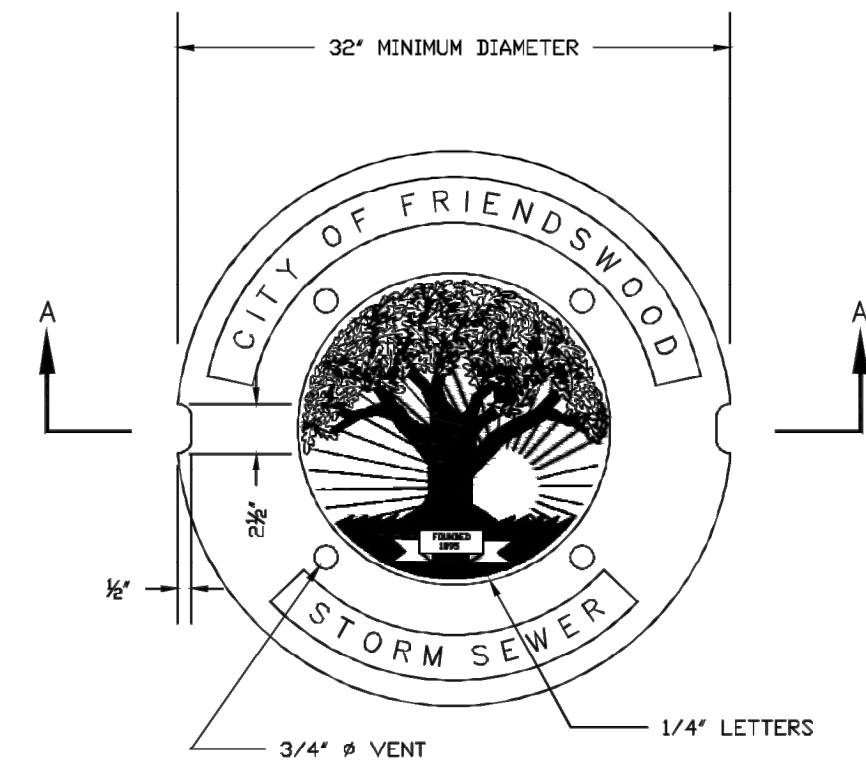
FOR CONNECTION SEE NOTE 2.

VARIES

VARIES

NOTE:

1. "E" INLET GRATE MAY BE USED IN PLACE OF MANHOLE COVER.
2. CONNECT MANHOLE TO TOP BY USING KEYWAY, DOWELING OR PRECAST JOINT.

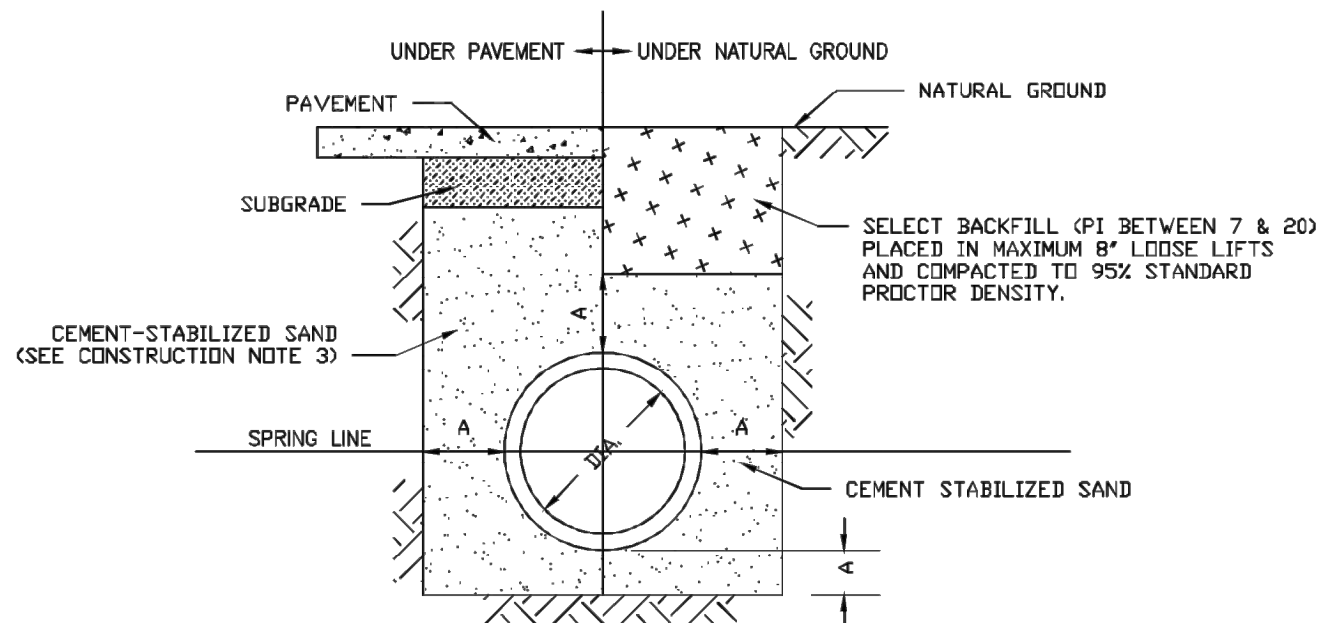


DIMENSIONS					
TYPE	A	B	C	D	E
H-2 INLET	23½"	1½"	22"	32½"	6"
ALL OTHERS	32"	1½"	30"	46"	6½"

Diagram illustrating the cross-section of a manhole structure, showing the layers and materials used:

- PAVEMENT**: The top layer above the manhole.
- UNDER PAVEMENT**: The layer immediately below the pavement.
- UNDER NATURAL GROUND**: The area below the pavement and under the manhole structure.
- NATURAL GROUND**: The original ground level.
- SUBGRADE**: The layer below the pavement.
- CEMENT-STABILIZED SAND**: The material filling the manhole structure, labeled with a note: "CEMENT-STABILIZED SAND (SEE CONSTRUCTION NOTE 3)".
- SPRING LINE**: The horizontal line indicating the base of the manhole structure.
- SELECT BACKFILL (P1 BETWEEN 7 & 20 PLACED IN MAXIMUM OF LOOSE LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY)**: The material surrounding the manhole structure.
- CRUSHED STONE FOUNDATION**: The base layer of the manhole structure, labeled with a note: "CRUSHED STONE FOUNDATION AS NEEDED FOR SEEPAGE DRAINAGE. (6" MIN. DEPTH)".

A	STORM SEWER DIAMETER
6"	36" OR LESS
12"	42" OR GREATER



BEDDING AND BACKFILL

NOTES:

1. THE SATISFACTORY SOIL CONDITIONS METHOD SHALL BE USED FOR STORM SEWER PIPE WHERE THE SOIL CONDITIONS ARE AS FOLLOWS:
 - 1.A. STRATA FROM THE SPRING LINE TO 3 FT BELOW THE FLOWLINE OF THE PIPE CONSIST OF NON-WATERBEARING COHESIVE SOILS HAVING A SHEAR STRENGTH OF 1000 PSF OR GREATER.
 - 1.B. NO WET SAND STRATA EXIST IN AREA FROM 1 FT ABOVE THE TOP OF THE PIPE TO 3 FT BELOW THE FLOWLINE.
2. FOR ALL OTHER SOIL CONDITIONS USE THE DETAIL FOR UNSATISFACTORY CONDITIONS SHOWN ABOVE.

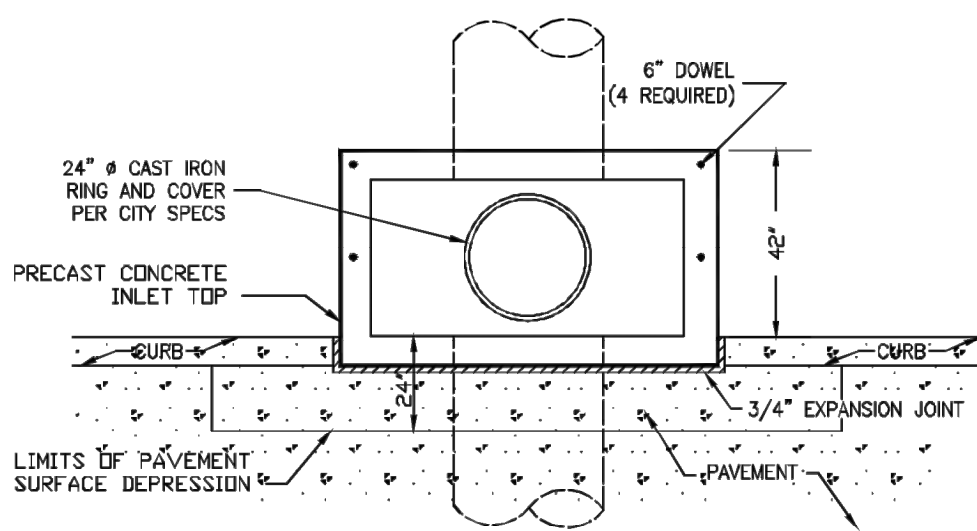


Diagram illustrating the cross-section of a curb and gutter assembly. The assembly includes a 24" ϕ cast iron ring and cover, a top of curb, a depressed pavement surface, and a cement-stabilized sand backfill. Dimensions shown include a 3' max. width for the curb, a 24" width for the depressed pavement surface, a 30" width for the curb, and a 10" height for the curb. The backfill is labeled as cement-stabilized sand backfill, and the ground level is labeled as undisturbed ground. The depth of the backfill is noted as varying.

24" # CAST IRON
RING AND COVER
PER CITY SPECS.

6"

6"

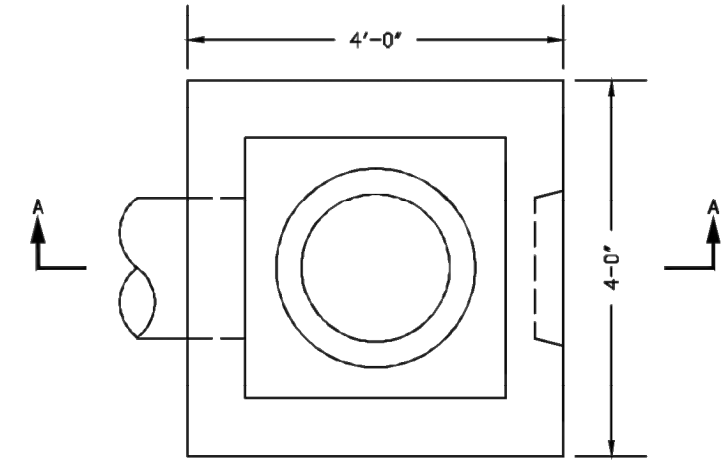
5" DEEP DOWEL HOLES
FOR #6 REBAR CENTERED
IN THE WALL (4" REQUIRED)

VARIES

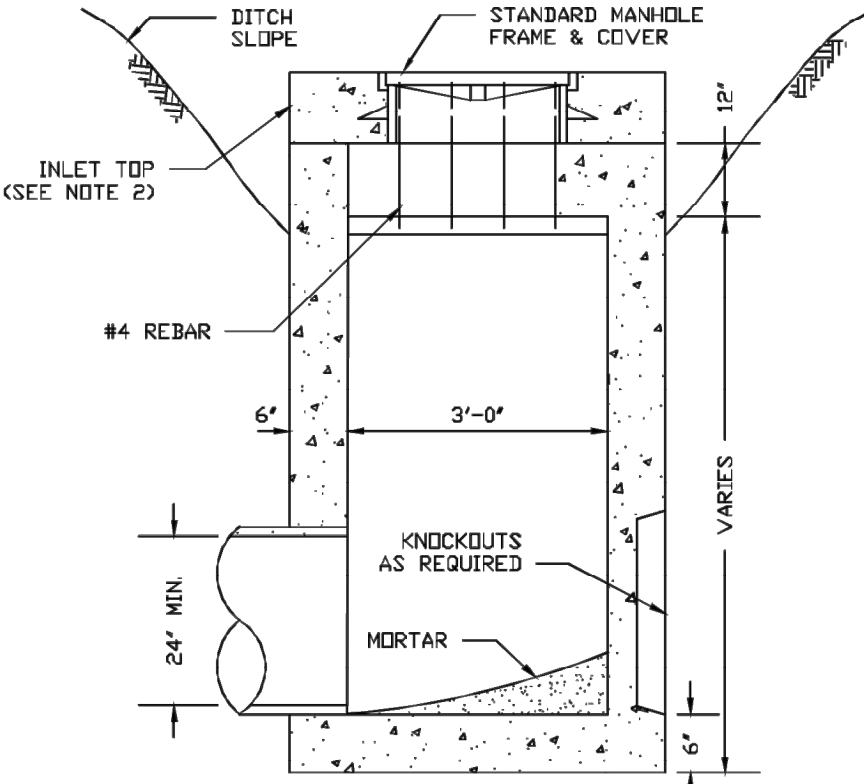
TYPE H-2 INLET

NOTES:

1. H-2 TYPE 1 LENGTH = 5'-0", H-2 TYPE 2 LENGTH 10'-0".
2. THIN WALL KNOCK-OUTS OR THRU HOLES FOR PIPE PER JOB REQUIREMENTS.
3. REFER TO PAVING DETAIL SHEET FOR INSTALLATION OF H-T TYPE 1 5'-0" CURB INLET.
4. INLET WALLS MAY BE EXTENDED USING PRECAST RISER SECTION.
5. INLET TOPS SHALL BE SECURED TO THE INLET WALL USING #6 DOWELS DRILLED AND GROUTED A MINIMUM DEPTH OF 5" INTO THE INLET WALL.
6. INLET BACKFILL SHALL BE CEMENT-STABILIZED SAND TO THE TOP OF THE INLET RISE.
7. GROUT OR #4 REINFORCEMENT BARS TO CONFORM TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.
8. GROUT ALL EXPOSED LIFT HOLES.



PLAN



TYPE E INLET

NOTES:

1. USE #4 REBAR IN THROAT OPENING AT 6" CENTERS.
2. CONNECT INLET TO TOP BY USING KEYWAY, DOWELING OR PRECAST JOINT.

FILE NAME:
SWSSD1 - 2017.DWG

DATE APPROVED: JULY 1, 2017

SCALE: NTS	REVISED DATE: JUNE 2017
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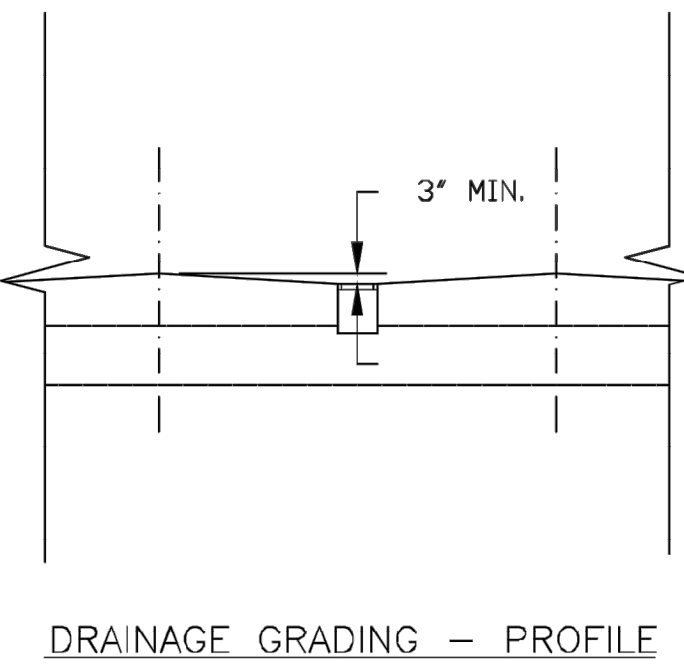
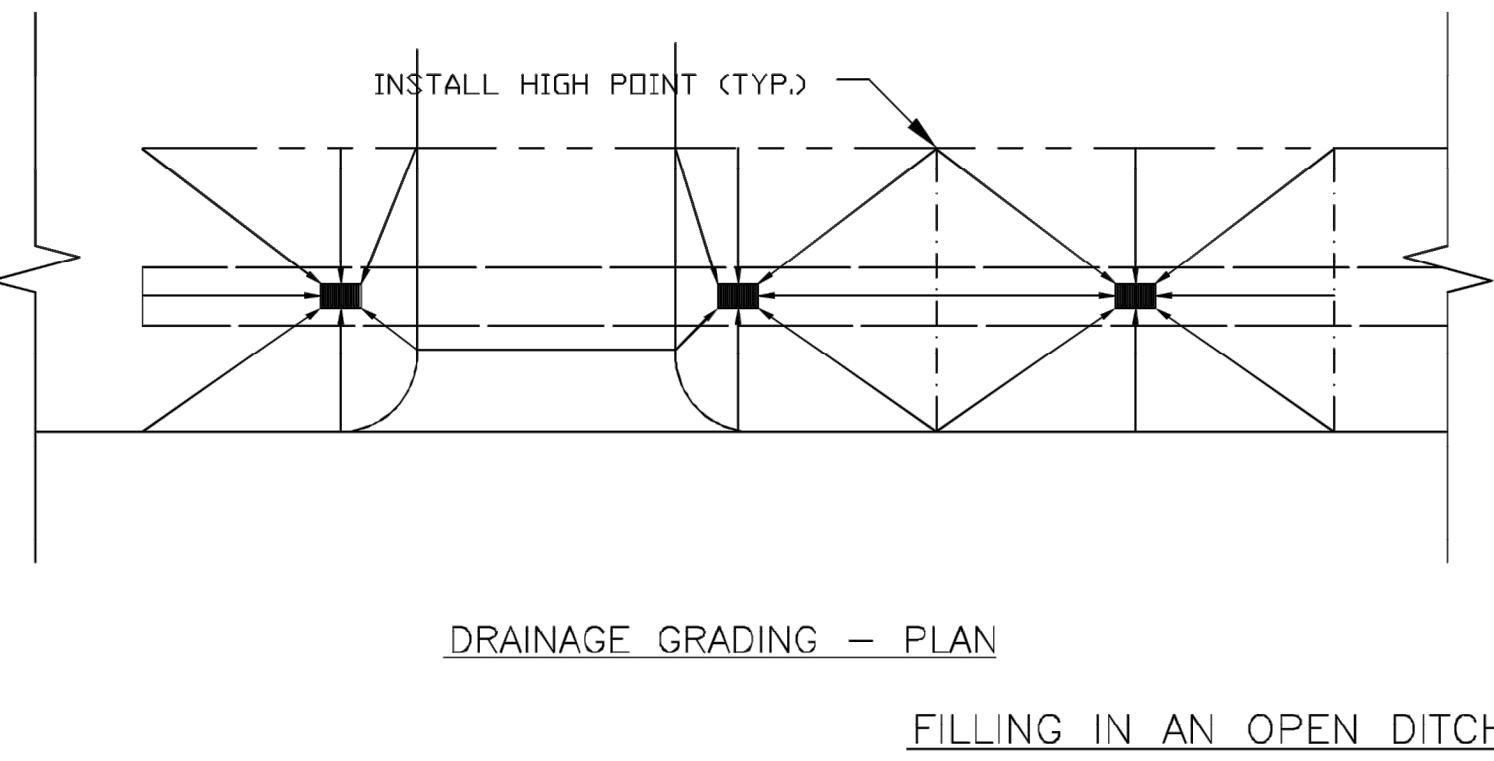
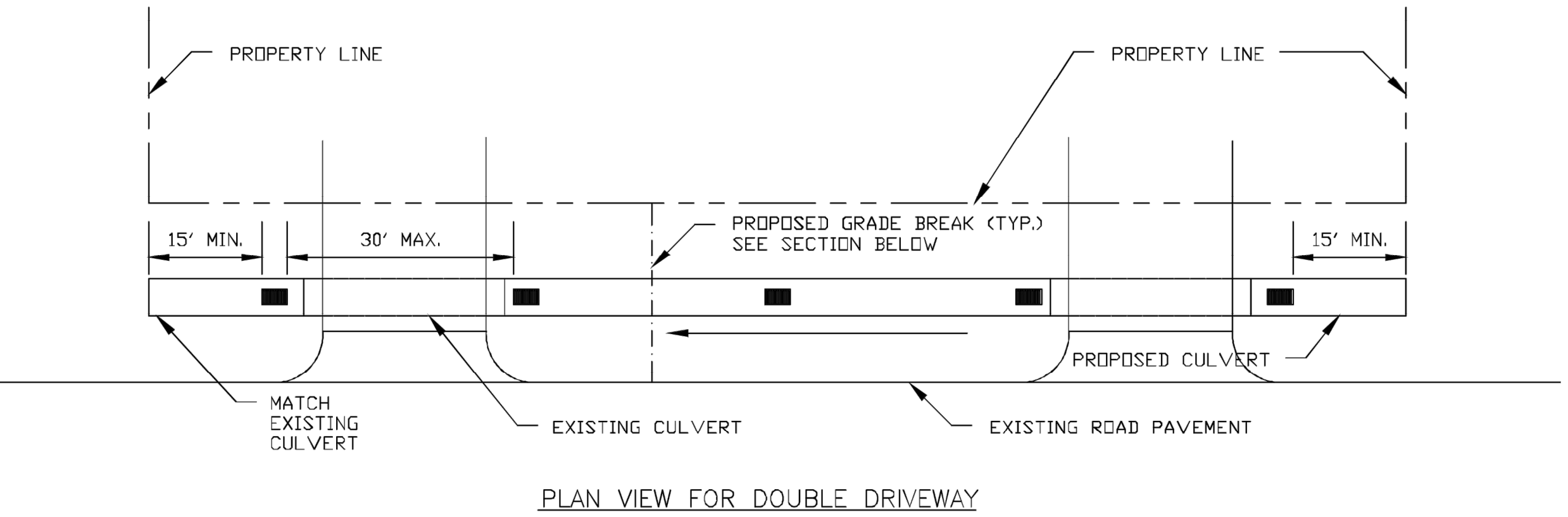
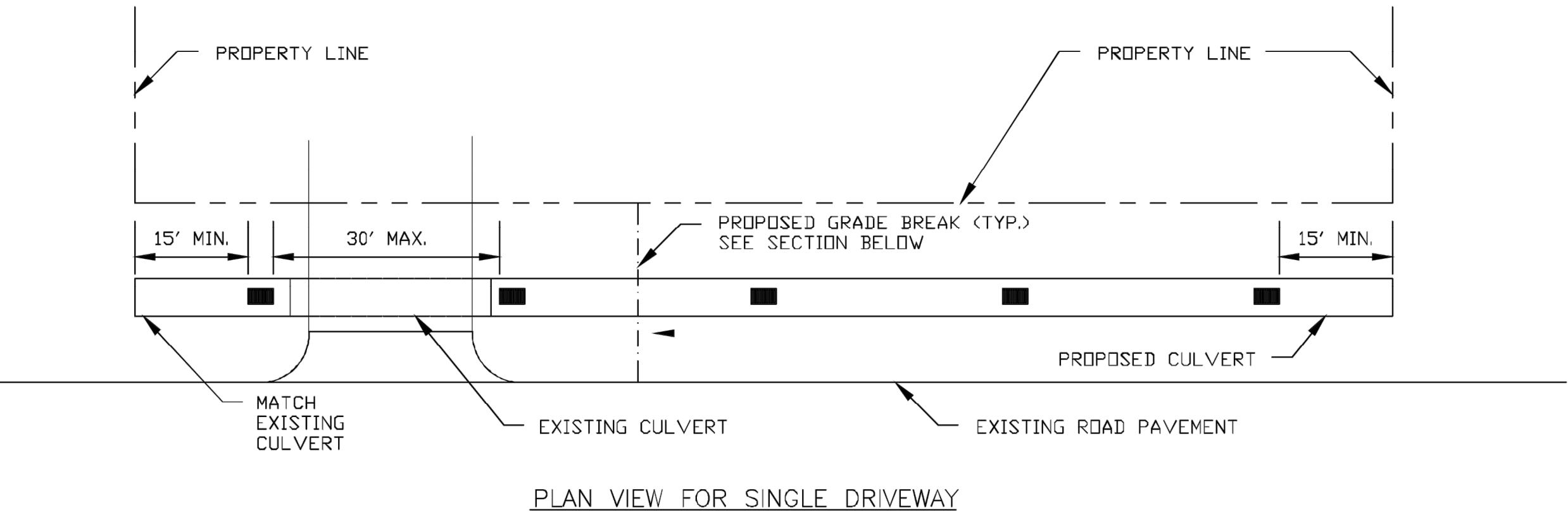


IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

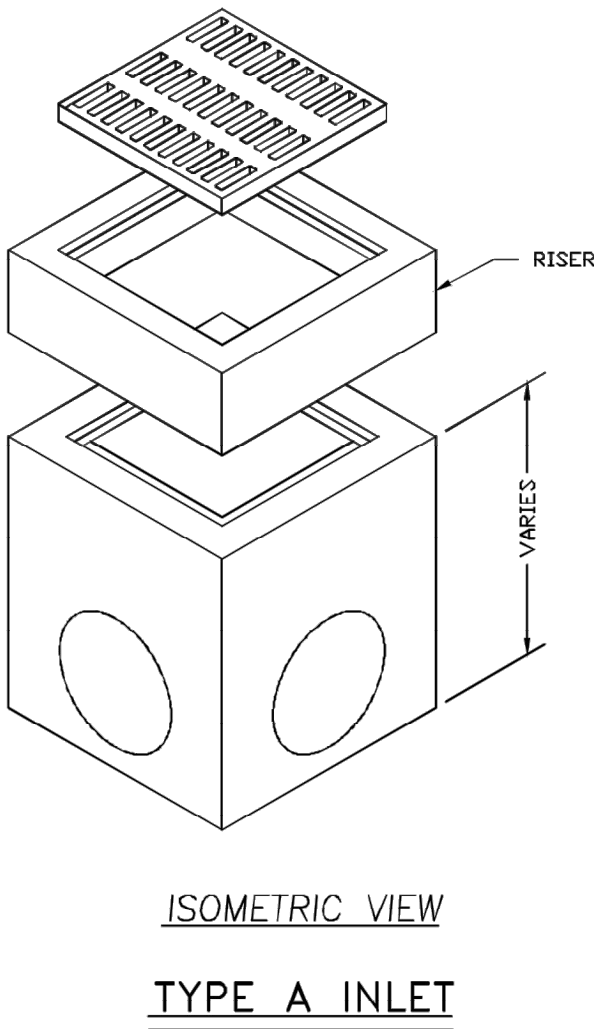
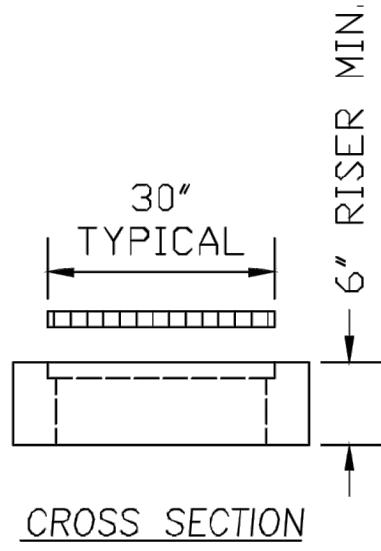
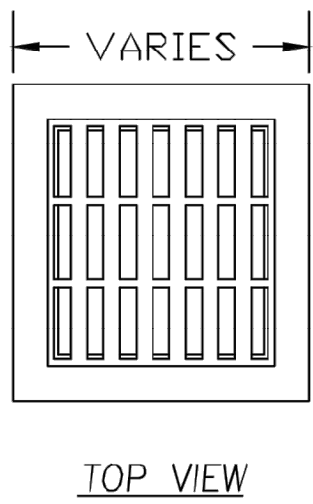
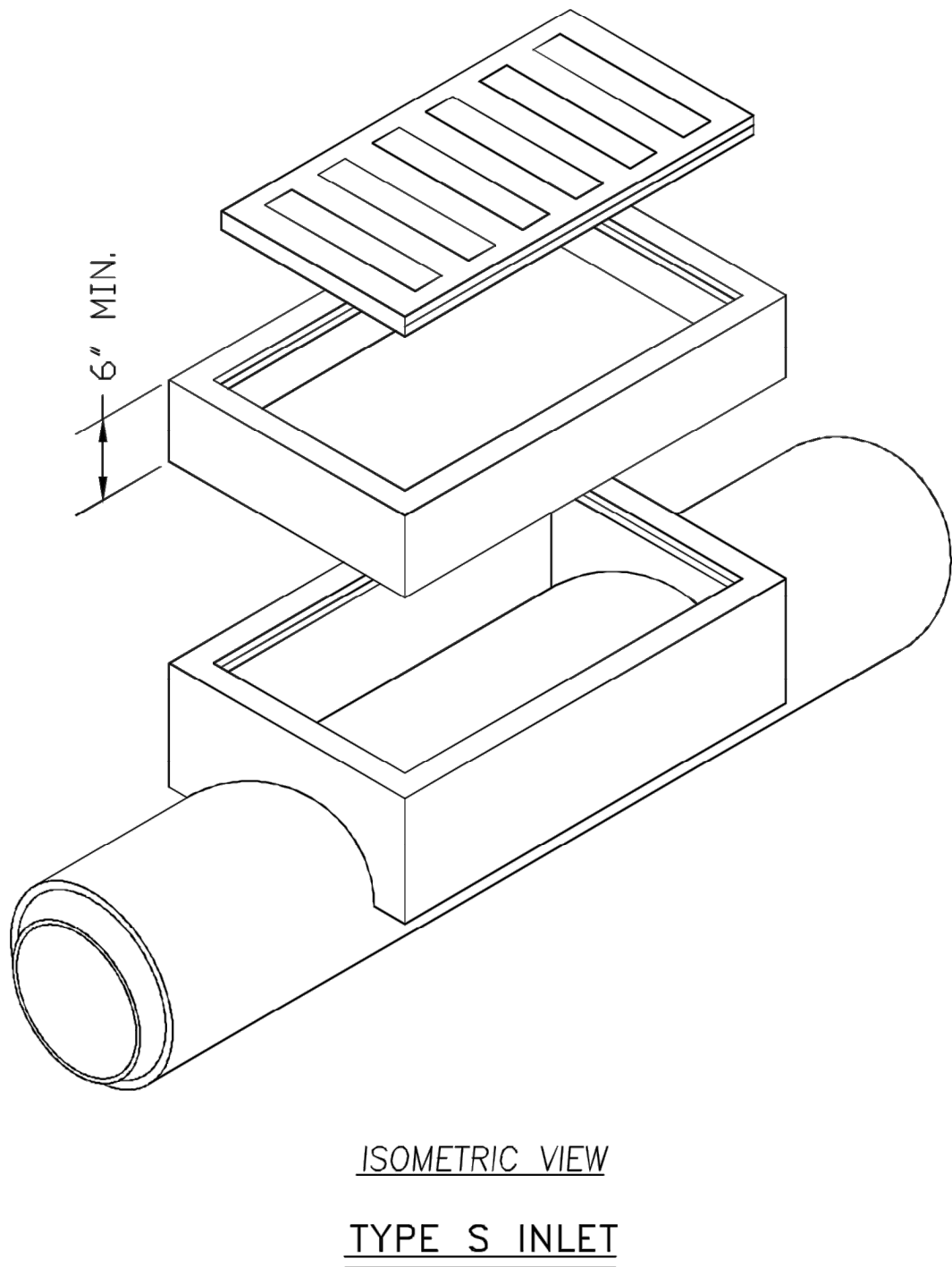
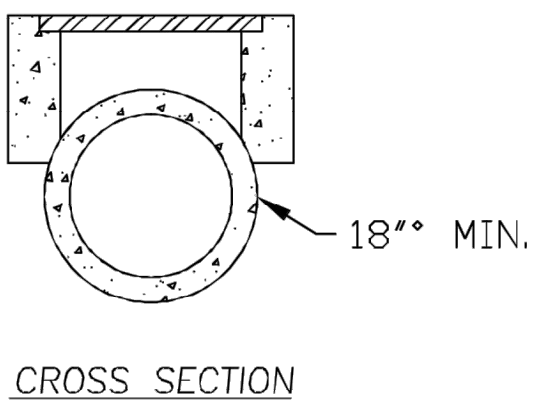
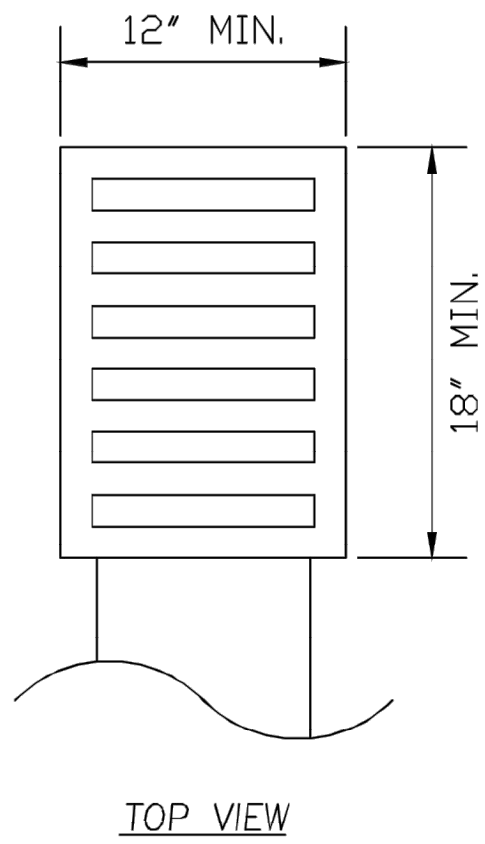
PROJECT NUMBER:
LE-19007

DATE SUBMITTED
MAY, 2019

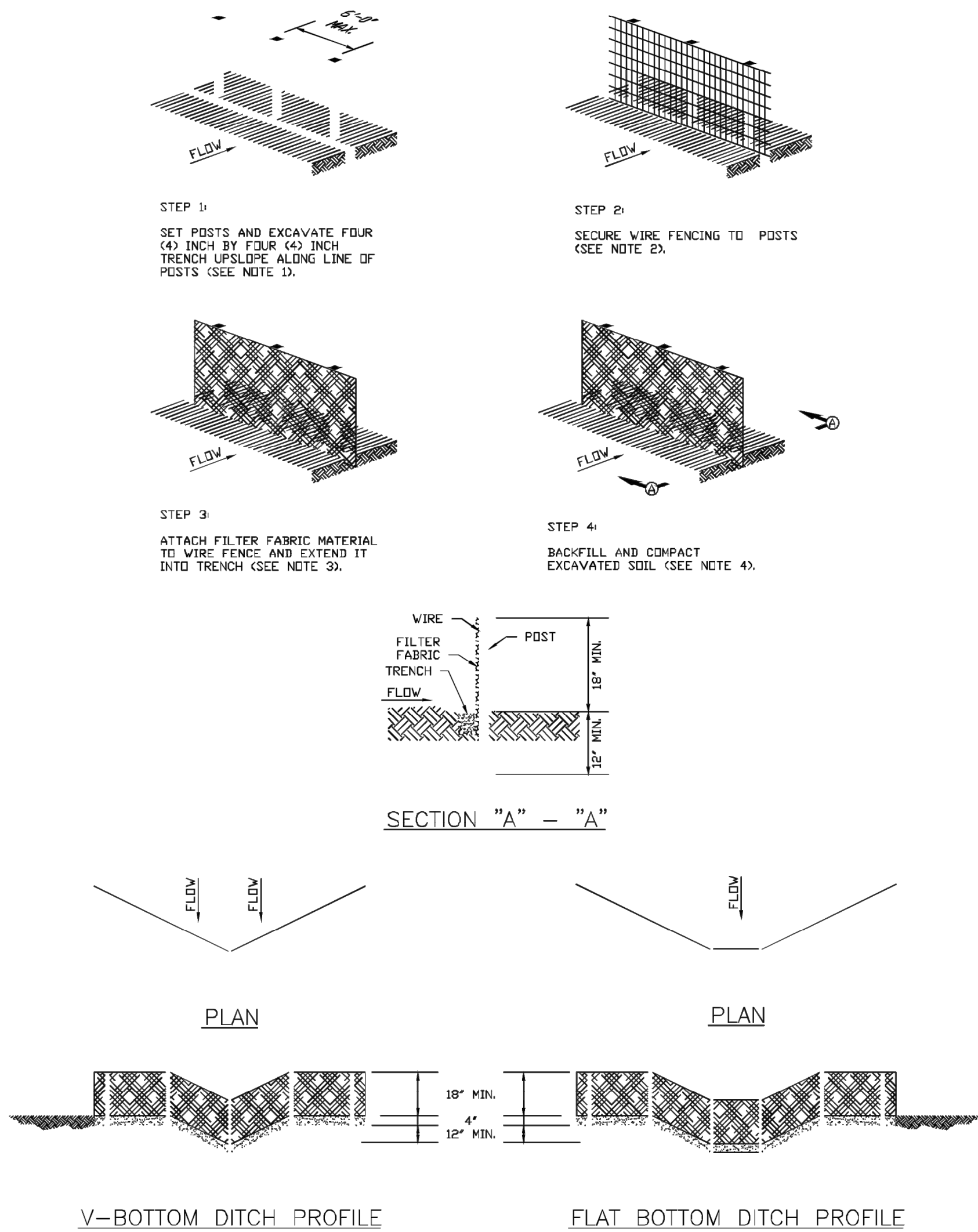
SHEET:
19 OF 25



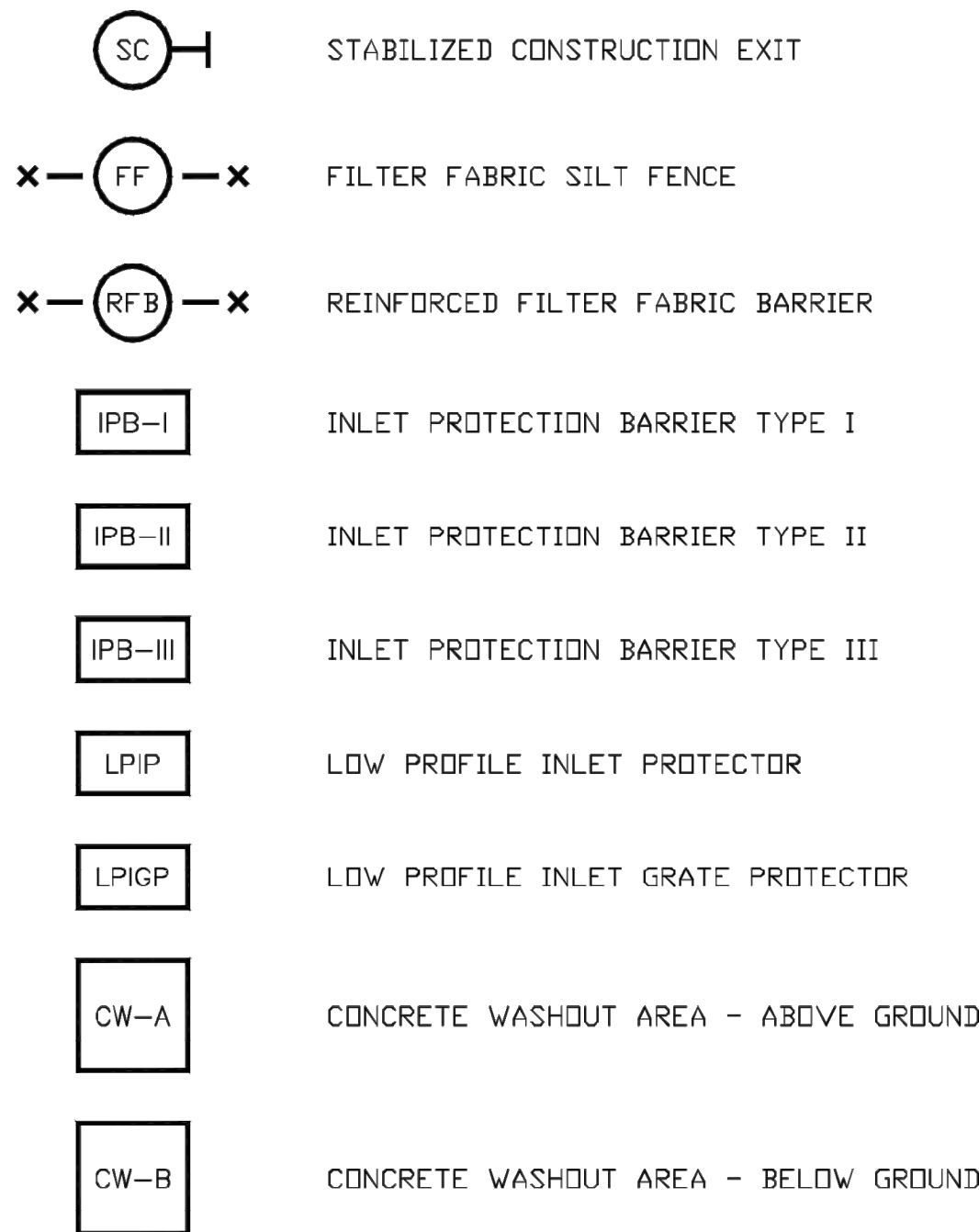
- NOTES:
1. MINIMUM LOT FRONTAGE SHALL BE ONE HUNDRED (100) FEET.
 2. MINIMUM DISTANCE BETWEEN DRIVEWAYS SHALL BE FORTY-FIVE (45) FEET EDGE TO EDGE.



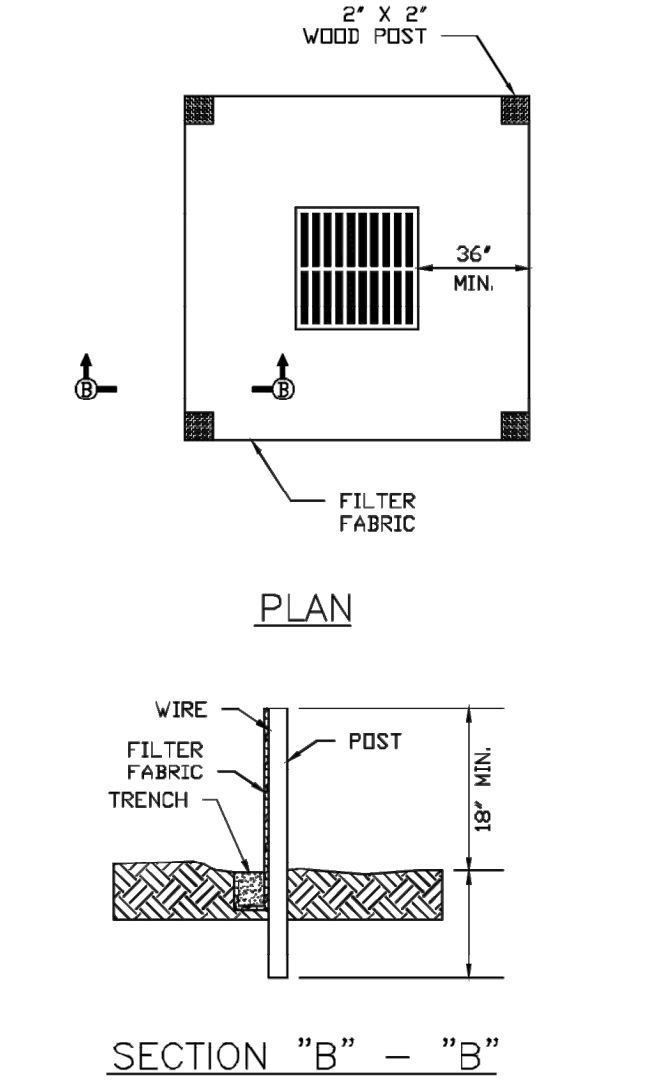
STORM SEWER STANDARD DETAILS (CONTINUED)				DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION		IMPERIAL ESTATES INLINE DETENTION FRIENDSWOOD, GALVESTON COUNTY TEXAS			
FILE NAME: SWSSD2 - 2017.DWG		DATE APPROVED: JULY 1, 2017				PROJECT NUMBER: LE-19007	DATE SUBMITTED: MAY, 2019	SHEET: 20 OF 25	
SCALE: NTS		REVISED DATE: JUNE 2017							



- NOTES:
1. SET TWO (2) INCH BY TWO (2) INCH WOODEN STAKES EMBEDDED TWELVE (12) INCHES INTO GROUND. SPACING SHALL BE A MAXIMUM OF SIX (6) FEET APART FOR REINFORCED FILTER FABRIC FENCE AND A MAXIMUM OF THREE (3) FEET APART FOR NON-REINFORCED FILTER FABRIC FENCE.
 2. REINFORCED FILTER FABRIC FENCE SHALL HAVE WOVEN WIRE FENCE WHICH SHALL BE FASTENED SECURELY TO FENCE POSTS.
 3. FASTEN FILTER FABRIC FENCE AS FOLLOWS:
 - a. REINFORCED FILTER FABRIC FENCE SHALL SECURELY FASTENED TO WOVEN WIRE FENCE WITH TIES SPACED EVERY TWENTY-FOUR (24) INCHES AT TOP AND MIDSECTION.
 - b. NON-REINFORCED FILTER FABRIC FENCE SHALL BE FASTENED AT EVERY WOOD POST AT TOP AND MIDSECTION.
 4. MINIMUM HEIGHT OF FILTER FABRIC SHALL BE EIGHTEEN (18) INCHES ABOVE NATURAL GROUND AND A MAXIMUM OF THIRTY-SIX (36) INCHES ABOVE NATURAL GROUND.
 5. FILTER FABRIC SHALL EXTEND INTO THE FOUR (4) INCH BY FOUR (4) INCH TRENCH DOWN THE SIDE CLOSEST TO THE WOODEN POSTS, ACROSS THE BOTTOM OF THE TRENCH AND HALF WAY UP THE OPPOSITE SIDE.
 6. ALL INSTALLATIONS OF SILT FENCE SHALL BE IN ACCORDANCE WITH THE CITY OF FRIENDSWOOD TECHNICAL SPECIFICATION SECTION 02005 - FILTER FABRIC SILT FENCE.
 7. METAL STAKES OR T-POSTS MAY BE USED IN LIEU OF WOOD POSTS.

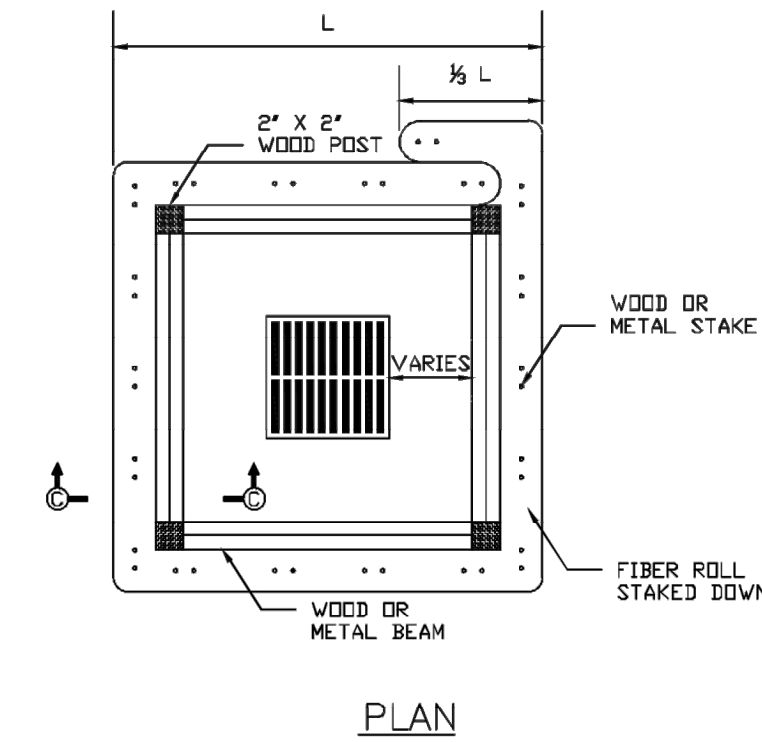


SWPPP SYMBOLS



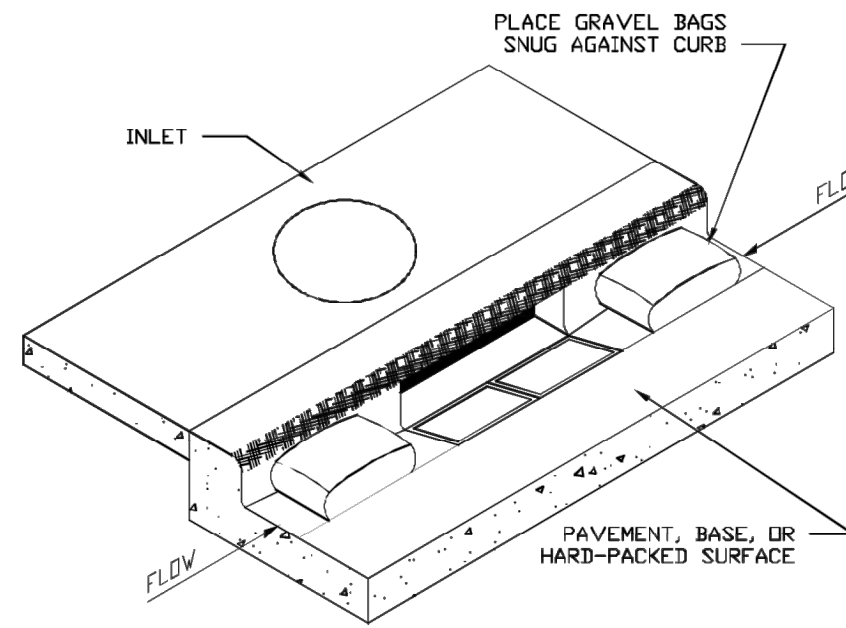
INLET PROTECTION TYPE I

- NOTES:
1. MAXIMUM POST SPACING SHALL BE FOUR (4) FEET. ADDITIONAL POSTS MAY BE ADDED AS NEEDED. POSTS SHALL BE PLACED A MINIMUM AT EACH CORNER AS SHOWN.
 2. PLACEMENT OF FILTER FABRIC BARRIER FROM INLET SHALL VARY ACCORDING TO SITE CONDITIONS. TYPICAL PLACEMENT SHALL BE A MINIMUM OF THIRTY-SIX (36) INCHES FROM INLET EDGE.



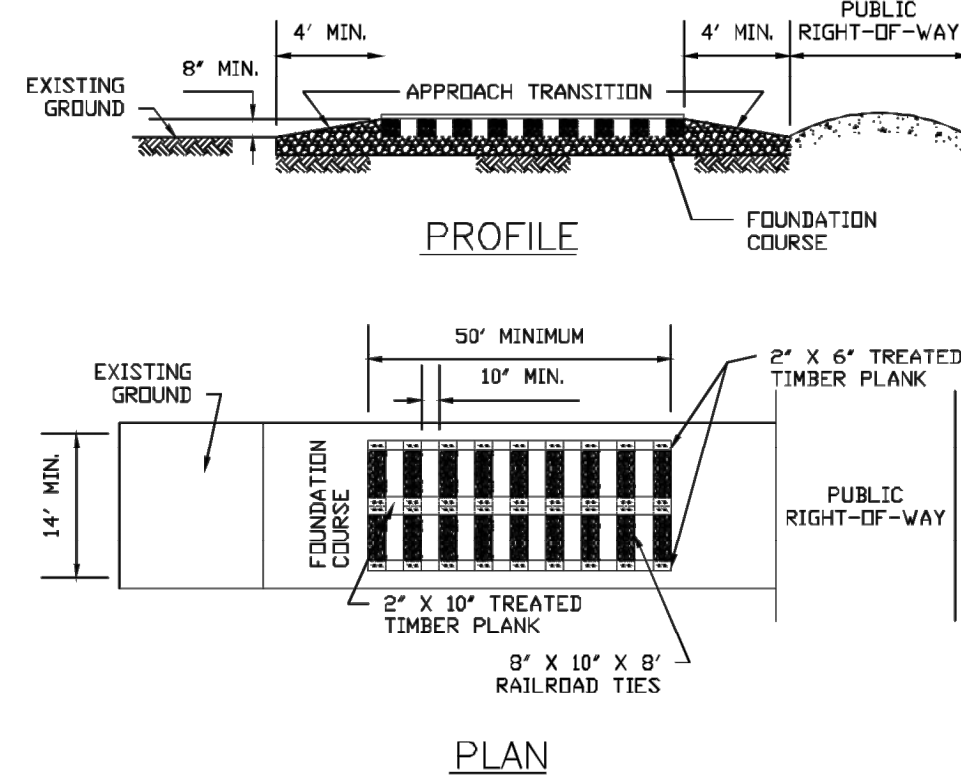
INLET PROTECTION TYPE II

- NOTES:
1. MAXIMUM POST SPACING SHALL BE FOUR (4) FEET. ADDITIONAL POSTS MAY BE ADDED AS NEEDED. POSTS SHALL BE PLACED A MINIMUM AT EACH CORNER AS SHOWN.
 2. PLACEMENT OF FIBER ROLL FROM INLET SHALL VARY ACCORDING TO SITE CONDITIONS. TYPICAL PLACEMENT SHALL BE TWENTY-FOUR (24) INCHES FROM INLET.
 3. FIBER ROLLS SHALL BE UTILIZED ONLY WHEN SITE CONDITIONS DO NOT PERMIT THE USE OF FILTER FABRIC BARRIER.
 4. IF UNDERLYING MATERIAL IS BASE OR OTHER HARD-PACKED MATERIAL, THEN FIBER ROLLS MAY BE PLACED ON HARD-PACKED SURFACE AND WEIGHTED DOWN WITH GRAVEL BAGS.



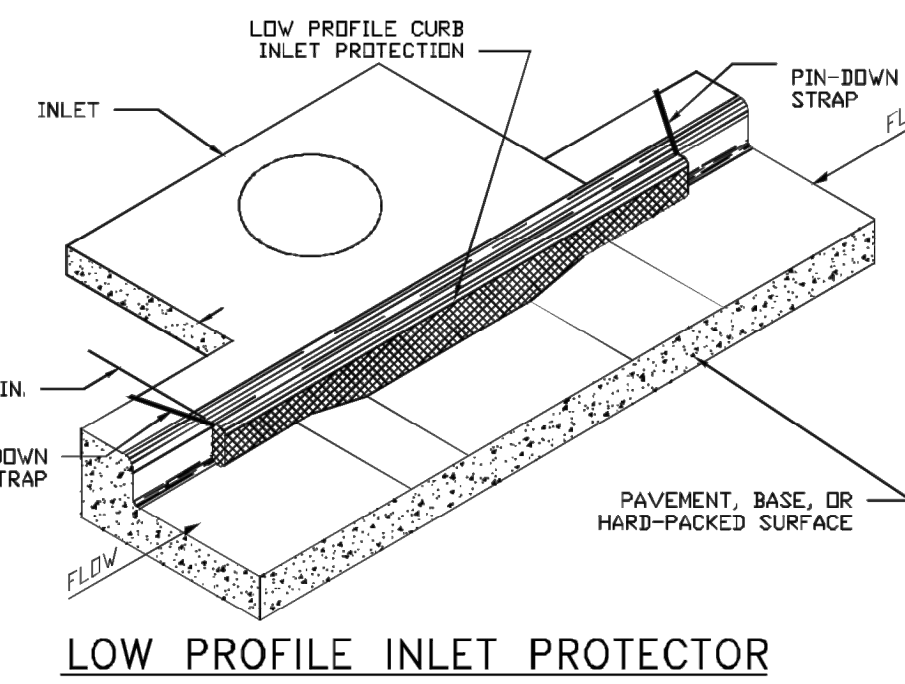
INLET PROTECTION BARRIER TYPE III

- NOTES:
1. IPB TYPE III SHALL BE USED FOR EXISTING OR PROPOSED STAGE II TYPE "B", "B-B" AND "H-2" INLETS ONLY.
 2. PLACE GRAVEL BAG IN THE GUTTER ON EACH SIDE OF THE INLET OPENING. GRAVEL BAG SHALL BE PLACED TIGHTLY AGAINST THE FACE OF CURB.
 3. PLACE GRAVEL BAGS AT BACK OF CURB ALONG INLET.
 4. DO NOT PLACE BAGS TO BLOCK THROAT OF INLET, UNLESS DIRECTED BY THE ENGINEER AND APPROVED BY THE CITY OF FRIENDSWOOD.



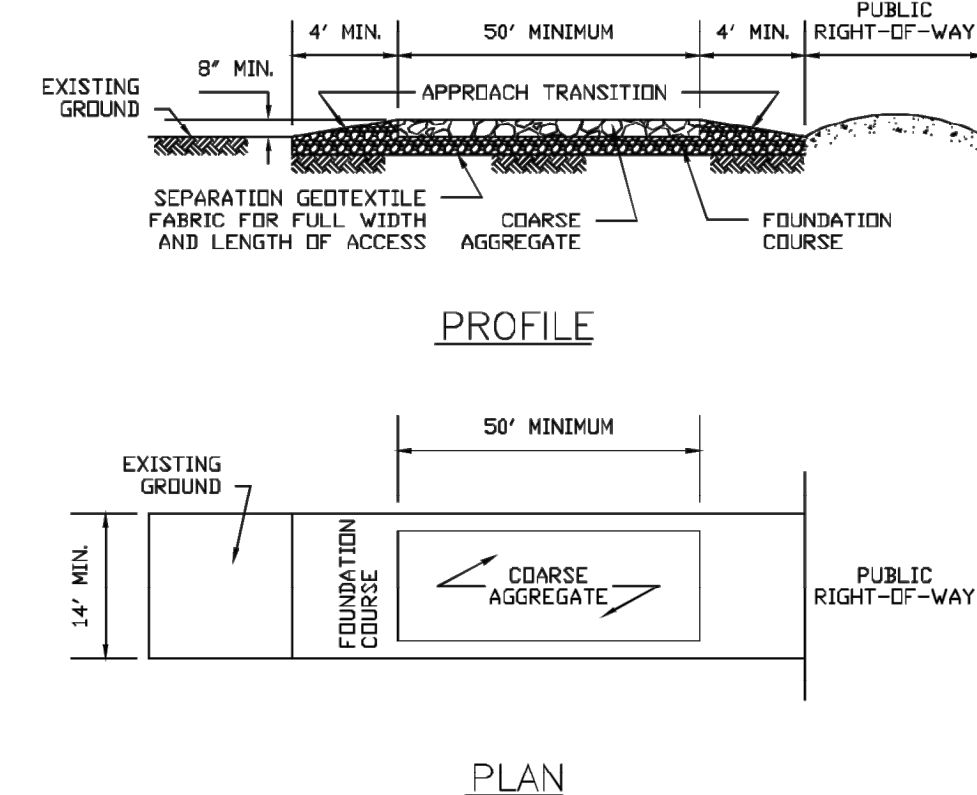
CONSTRUCTION ACCESS TYPE I

- NOTES:
1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
 2. THICKNESS SHALL BE A MINIMUM OF EIGHT (8) INCHES.
 3. WIDTH SHALL BE NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS AND EGRESS.
 4. THE TREATED TIMBER PLANKS SHALL BE #2 GRADE MINIMUM, AND SHOULD BE FREE FROM LARGE AND LOOSE KNOTS.
 5. THE TREATED TIMBER PLANKS SHALL BE ATTACHED TO THE RAILROAD TIES WITH 3/4" X 6" MINIMUM LAG BOLTS. OTHER FASTENERS MAY BE USED AS APPROVED BY THE CITY.
 6. APPROACH TRANSITION SHALL BE A MINIMUM OF EIGHT (8) INCHES IN DEPTH AND 6:1 SLOPE MINIMUM.
 7. FOUNDATION COURSE SHALL BE A MINIMUM OF SIX (6) INCHES. FOUNDATION COURSE MATERIAL SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL APPROVED BY THE CITY.
 8. ACCESS SHALL BE GRADED TO PREVENT RUN-OFF FROM LEAVING SITE, ALLOWING DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
 9. CONSTRUCTION ACCESS SHALL ADHERE TO CITY OF FRIENDSWOOD SPECIFICATION 02020 - STABILIZED CONSTRUCTION ACCESS, ROADS, PARKING AND WASH AREAS.
 10. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION ACCESS, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
 11. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE TRUCK WASHING AREA. AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR TRUCK WASHING AREA.
 12. STABILIZED CONSTRUCTION ACCESS SHALL BE MAINTAINED FREE OF SEDIMENT FOR THE DURATION OF THE PROJECT.



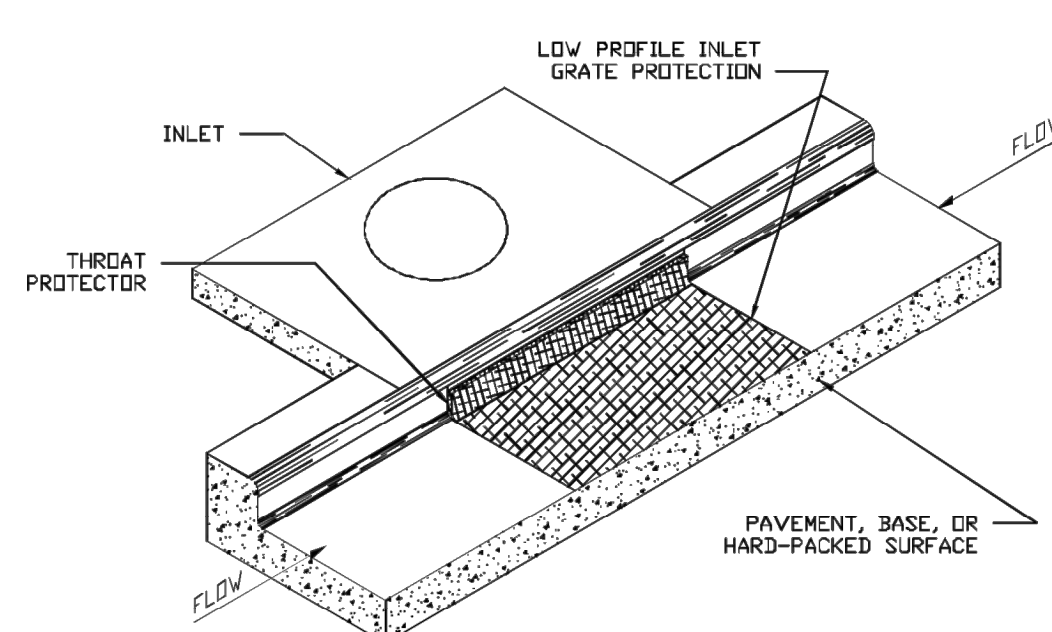
LOW PROFILE INLET PROTECTOR

- NOTES:
1. LPIP SHALL BE REQUIRED IN HIGH TRAFFIC VOLUME ROADWAYS.
 2. LPIP SHALL BE USED FOR EXISTING OR PROPOSED STAGE II TYPE "H-2" INLETS ONLY.
 3. LPIP SHALL EXTEND A MINIMUM OF TWELVE (12) INCHES PAST THE THROAT OPENING OF THE INLET.
 4. LPIP SHALL BE PINNED DOWN BEHIND THE CURB AS SHOWN.
 5. ONLY GUTTER GATOR™ OR GUTTER GUARD™ SHALL BE USED, UNLESS PREVIOUSLY APPROVED BY THE CITY ENGINEER.



CONSTRUCTION ACCESS TYPE II

- NOTES:
1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
 2. THICKNESS SHALL BE A MINIMUM OF EIGHT (8) INCHES.
 3. WIDTH SHALL BE NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS AND EGRESS.
 4. APPROACH TRANSITION SHALL BE A MINIMUM OF EIGHT (8) INCHES IN DEPTH AND 6:1 SLOPE MINIMUM.
 5. FOUNDATION COURSE SHALL BE A MINIMUM OF SIX (6) INCHES. FOUNDATION COURSE MATERIAL SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL APPROVED BY THE CITY.
 6. ACCESS SHALL BE GRADED TO PREVENT RUN-OFF FROM LEAVING SITE.
 7. CONSTRUCTION ACCESS SHALL ADHERE TO CITY OF FRIENDSWOOD SPECIFICATION 02020 - STABILIZED CONSTRUCTION ACCESS, ROADS, PARKING AND WASH AREAS.
 8. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION ACCESS, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
 9. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE TRUCK WASHING AREA. AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR TRUCK WASHING AREA.
 10. STABILIZED CONSTRUCTION ACCESS SHALL BE MAINTAINED FREE OF SEDIMENT FOR THE DURATION OF THE PROJECT.



LOW PROFILE INLET GRATE PROTECTOR

- NOTES:
1. LPIGP SHALL BE REQUIRED IN HIGH TRAFFIC VOLUME ROADWAYS.
 2. LPIGP SHALL BE USED FOR EXISTING OR PROPOSED STAGE II TYPE "B" AND "B-B" INLETS ONLY.
 3. THROAT PROTECTION SHALL BE A MINIMUM OF 4" IN HEIGHT.
 4. ONLY GRATE GATOR™ OR INLET GUARD PLUS® SHALL BE USED, UNLESS PREVIOUSLY APPROVED BY THE CITY ENGINEER.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) STANDARD DETAILS

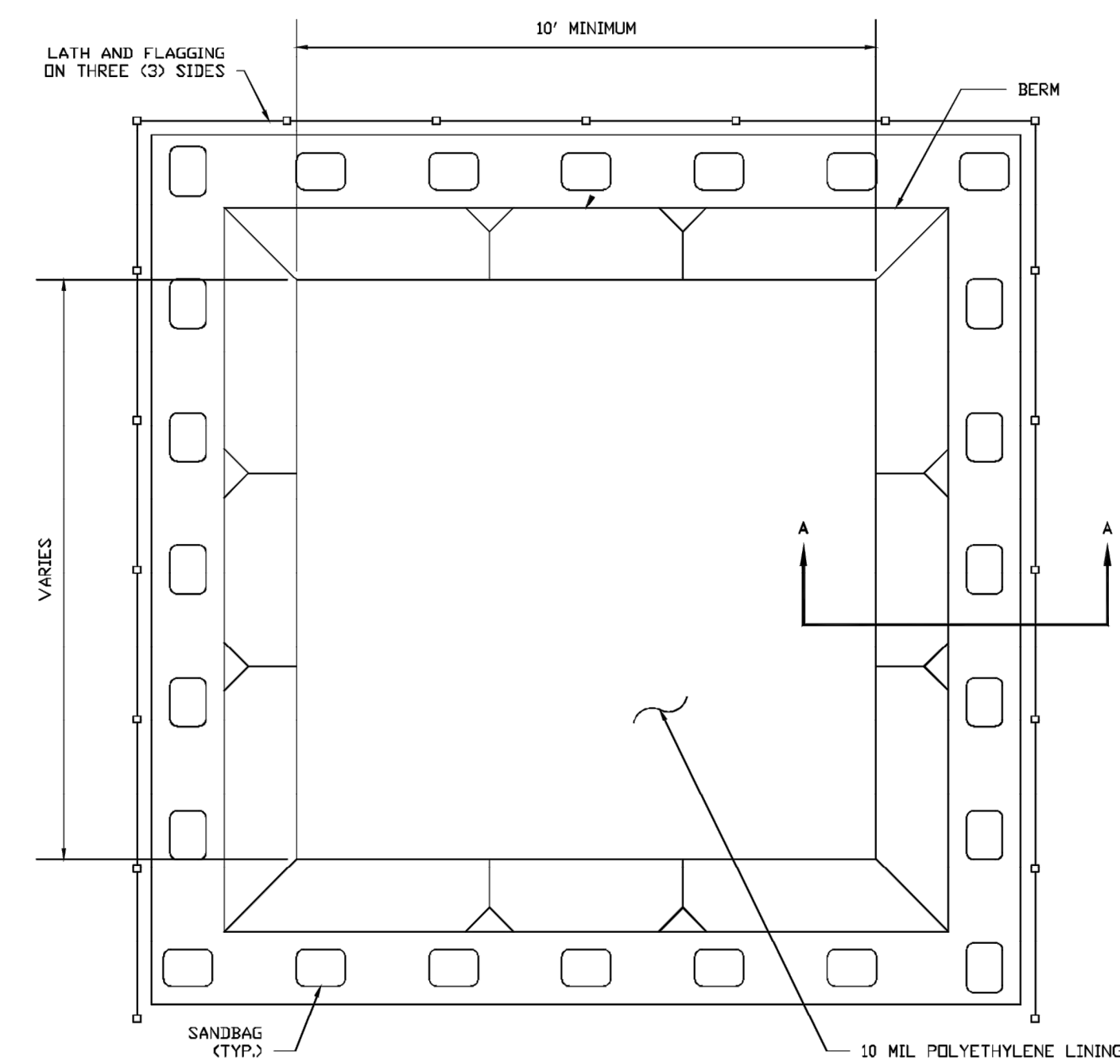
FILE NAME: SW3PSD1 - 2017.DWG
DATE APPROVED: JULY 1, 2017
SCALE: NTS
REVISED DATE: JUNE 2017



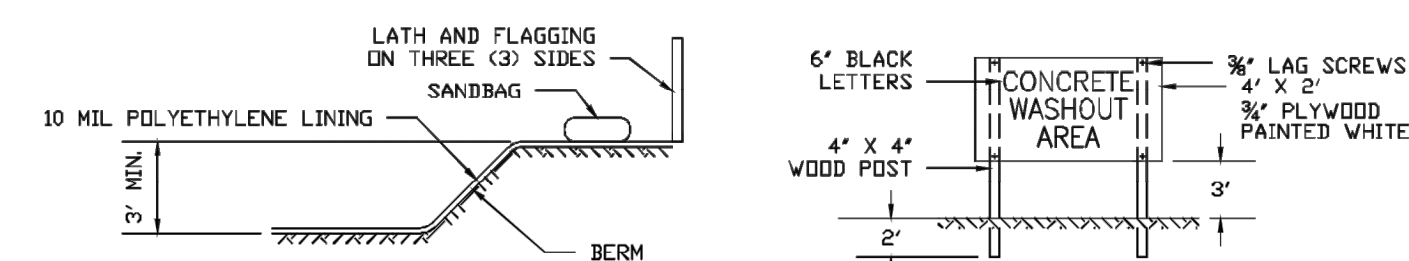
DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

IMPERIAL ESTATES INLINE DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

PROJECT NUMBER: LE-19007
DATE SUBMITTED: MAY, 2019
SHEET: 21 OF 25



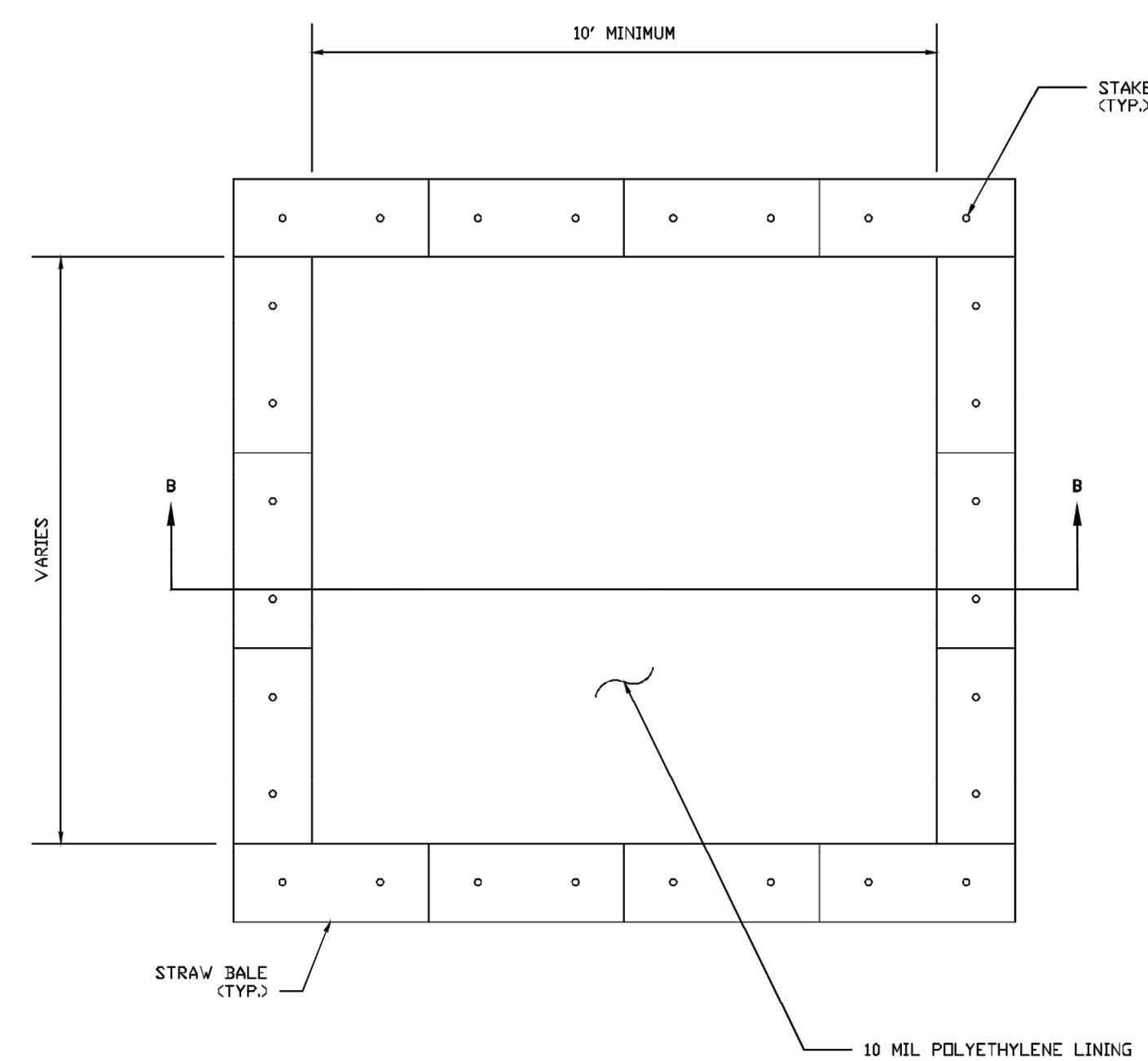
PLAN VIEW



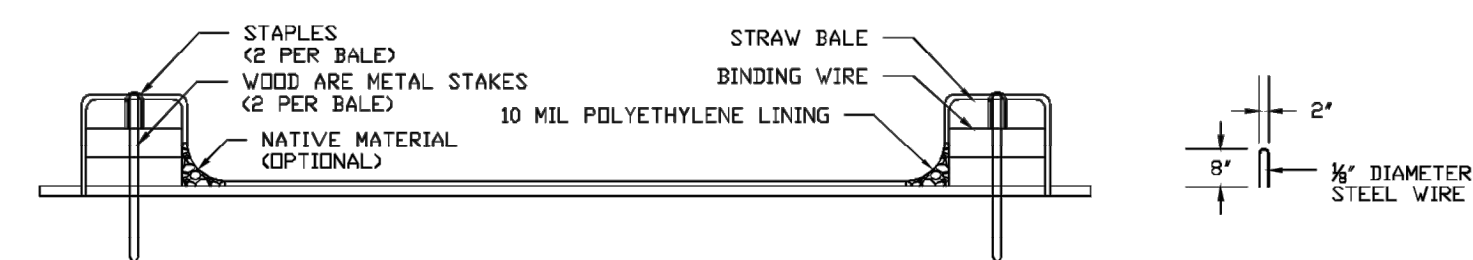
SECTION 'A-A'

SIGN DETAIL

ABOVE GROUND



PLAN



SECTION 'B-B'

STAPLE DETAIL

BELOW GROUND

CONCRETE WASHOUT AREA

- NOTES:
1. ACTUAL LAYOUT TO BE DETERMINED IN THE FIELD.
 2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN THREE (3) FEET OF THE CONCRETE WASHOUT FACILITY.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) STANDARD DETAILS (CONT.)

FILE NAME: SW3PSD2 - 2017.DWG DATE APPROVED: JULY 1, 2017
SCALE: NTS REVISED DATE: JUNE 2017

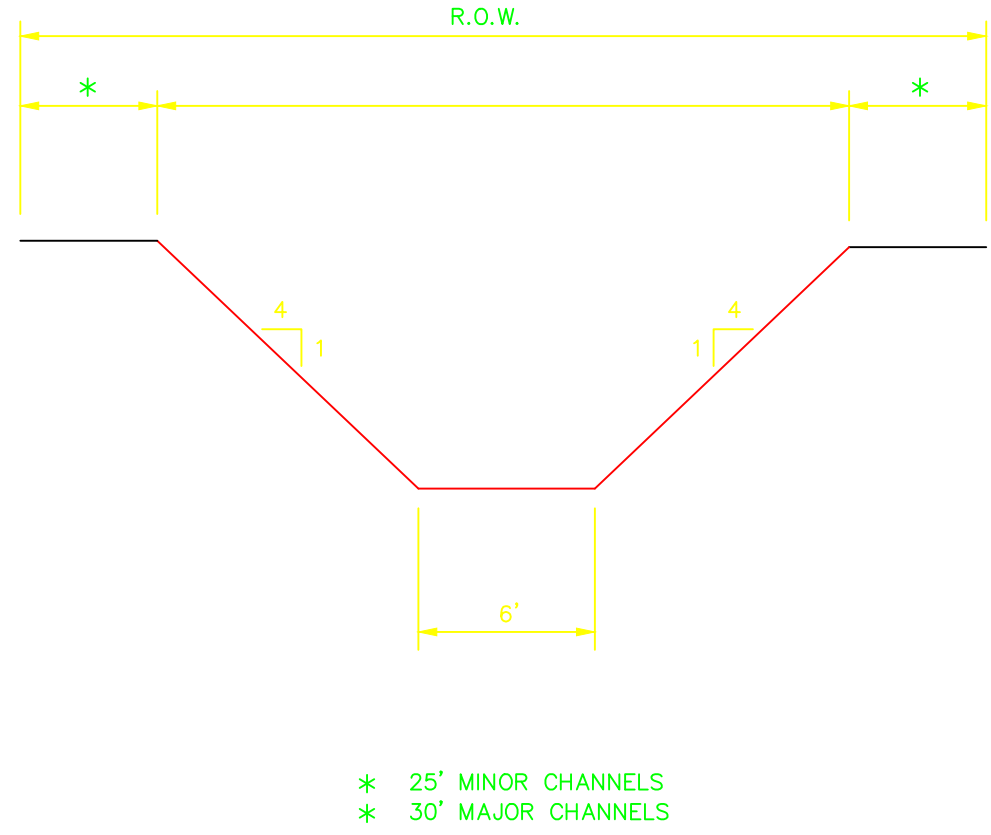


DEPARTMENT OF
PUBLIC WORKS
ENGINEERING DIVISION

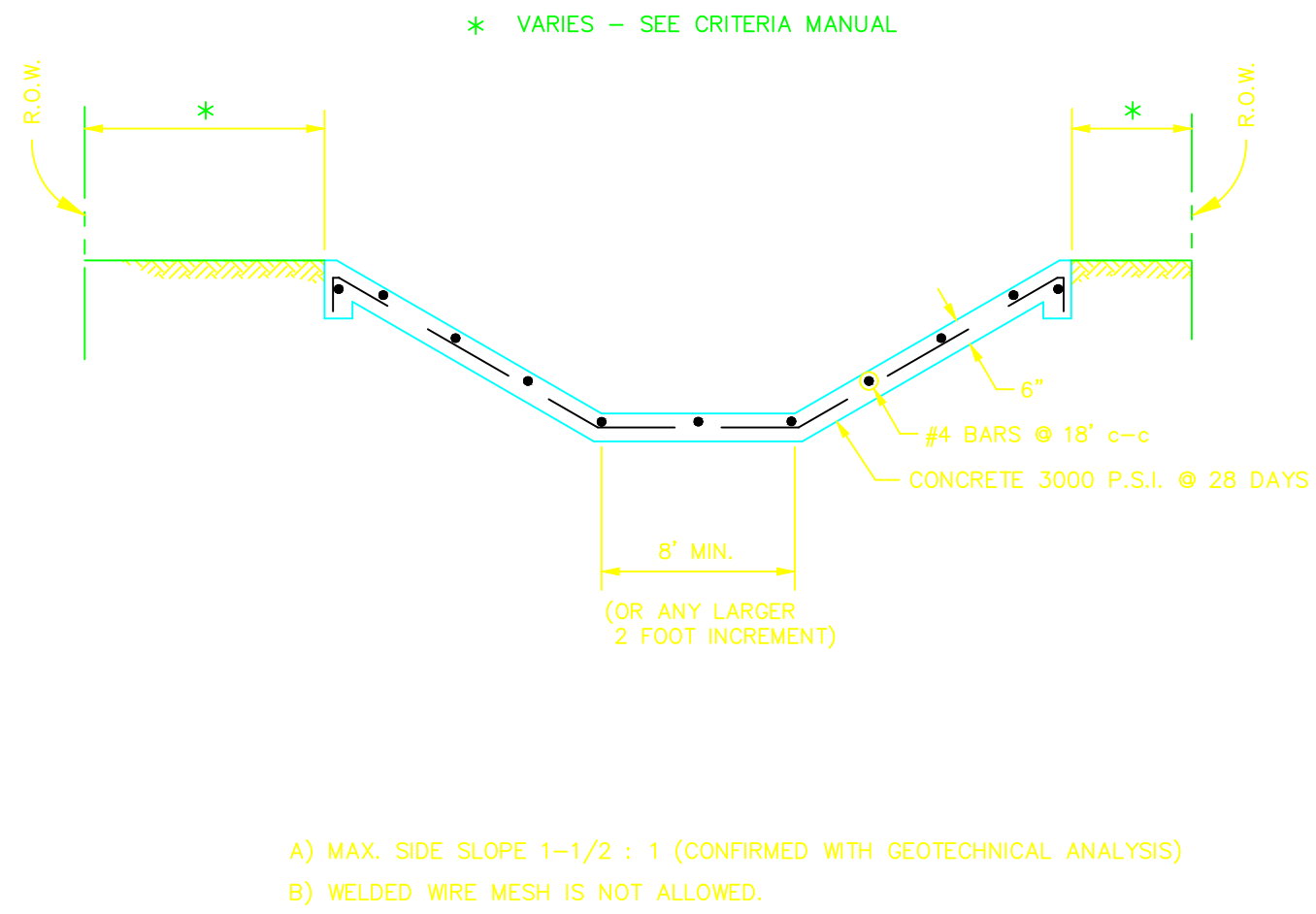
IMPERIAL ESTATES INLINE
DETENTION
FRIENDSWOOD, GALVESTON COUNTY TEXAS

PROJECT NUMBER: LE-19007 DATE SUBMITTED: MAY, 2019 SHEET: 22 OF 25

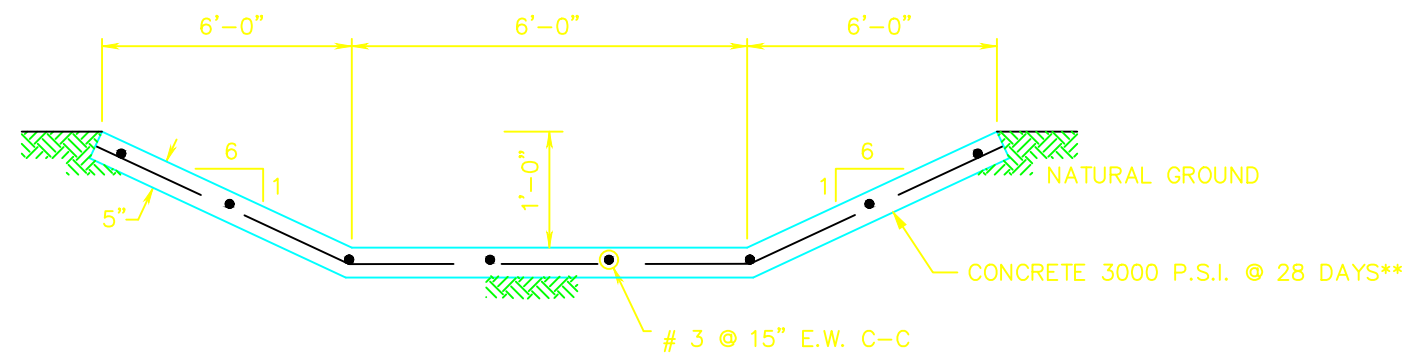
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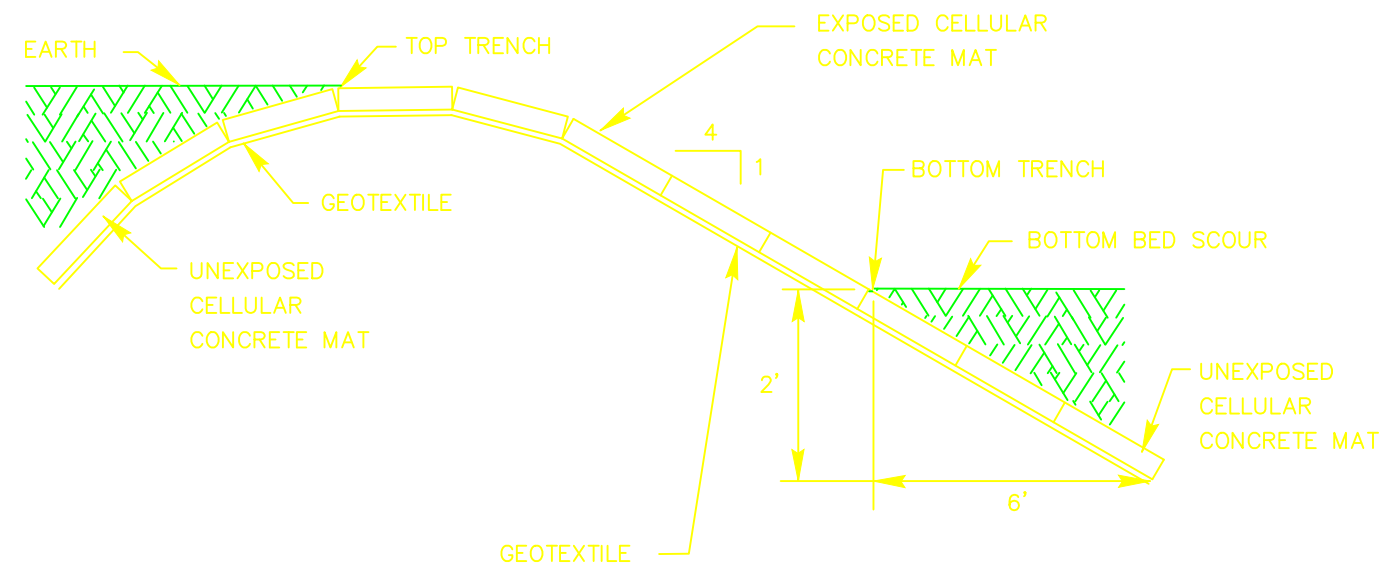
TYPICAL CHANNEL SECTION
N.T.S.



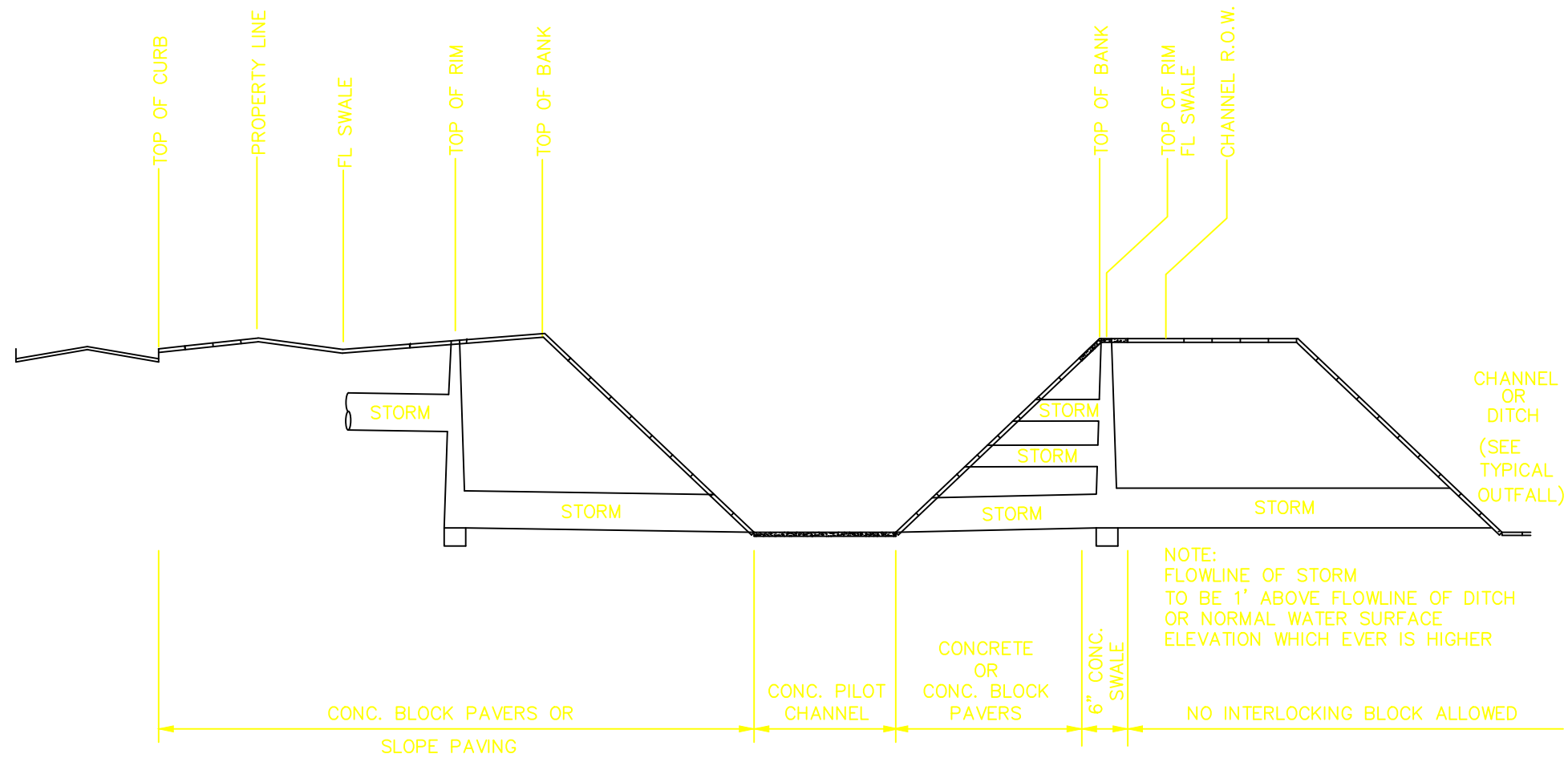
TYPICAL SECTION
CONCRETE TRAPEZOIDAL
N.T.S.



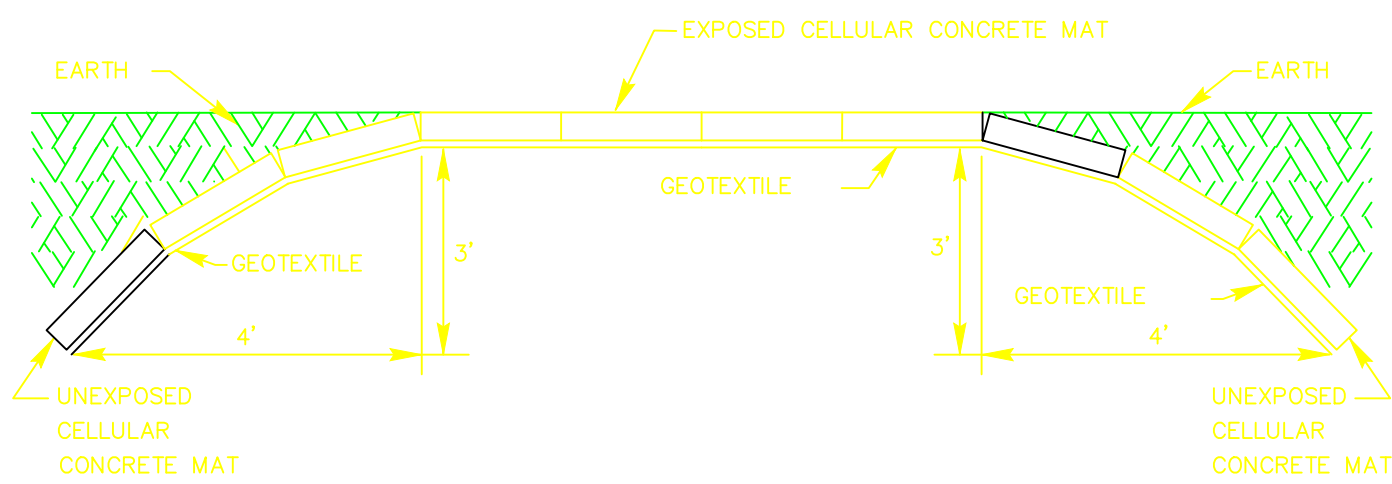
EMERGENCY OVERFLOW SWALE
N.T.S.



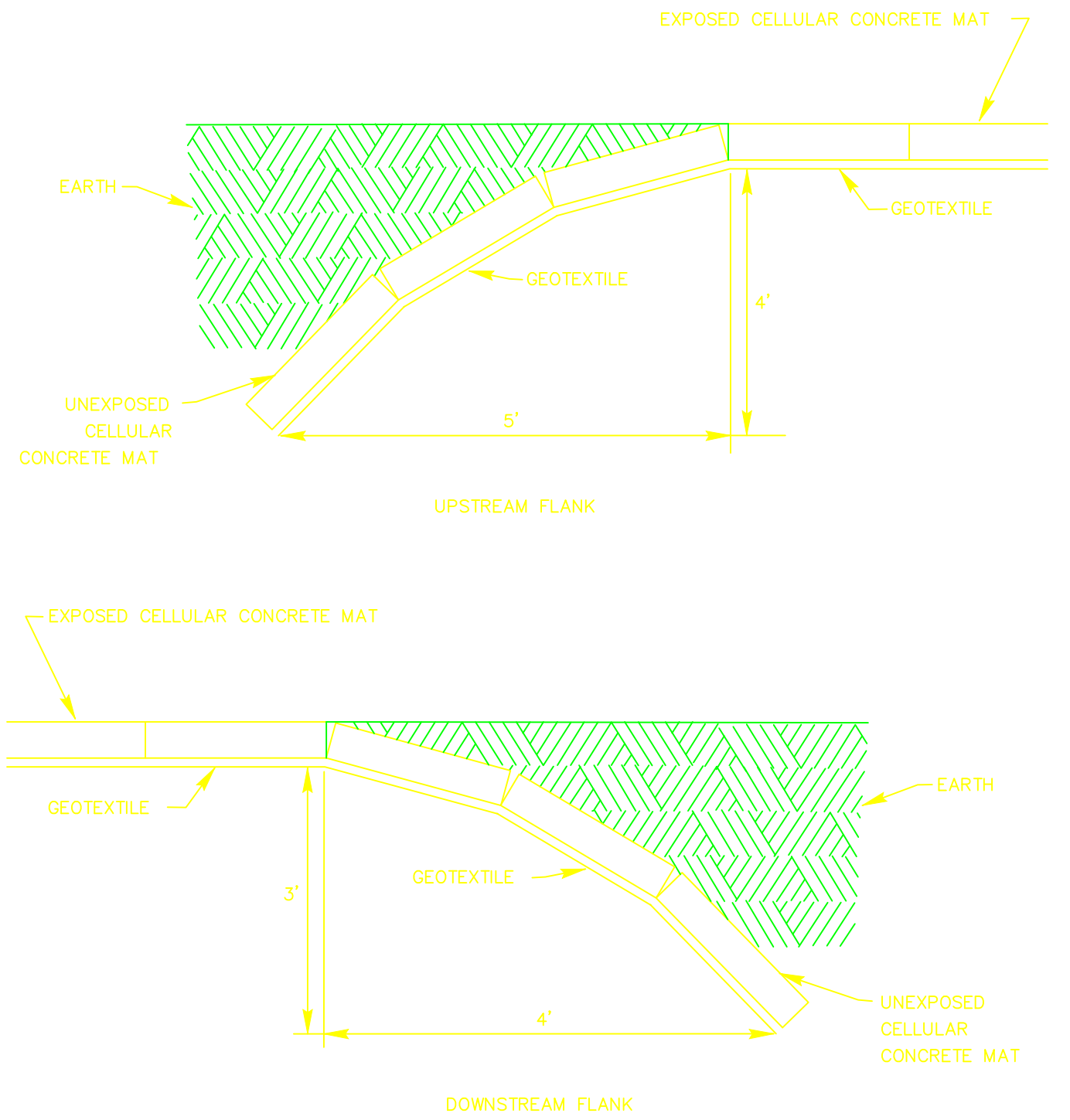
INTERLOCKING BLOCK
STANDARD SLOPE 4:1
N.T.S.



TYPICAL POND SECTION
N.T.S.



SIDE TURNDOWN
N.T.S.



UPSTREAM AND DOWNSTREAM FLANK
N.T.S.

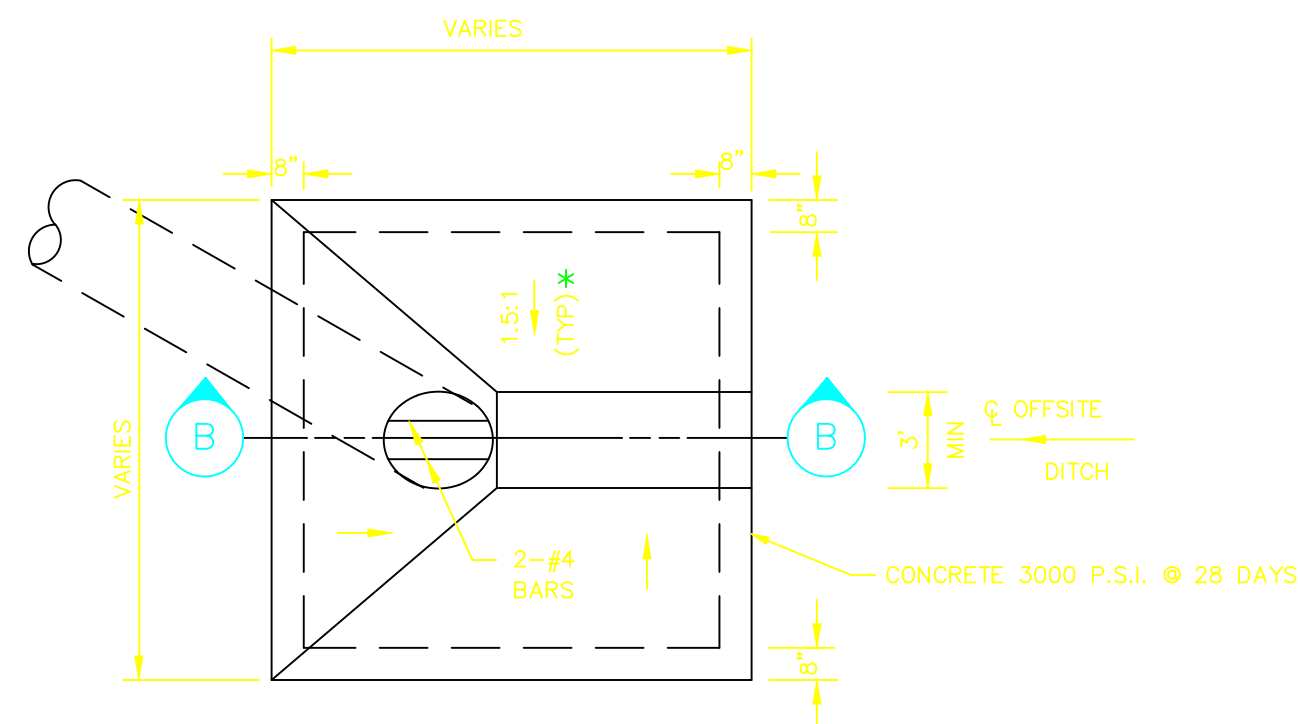
NO.	DATE	REVISIONS	APP.
1	07/28/10	EFFECTIVE	AEL

GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT



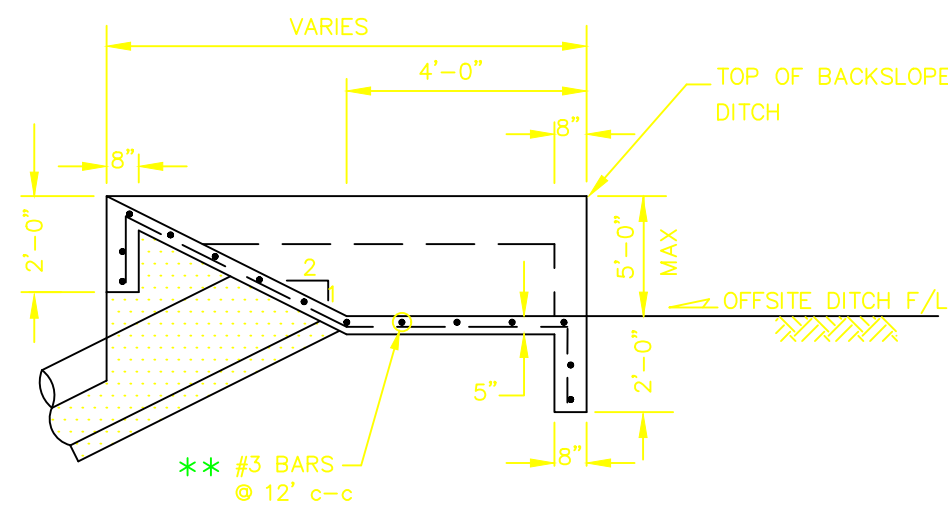
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UNIT NO.:	GALVESTON COUNTY, TEXAS	
DRAWN BY:	STANDARD DETAILS	
DESIGNED BY:		SCALE: N.T.S.
APPROVED BY:	A.E.L.	DATE: JULY 28, 2010
JOB NO.:		SHEET NO.: 23 OF 25



* OR MATCH OFFSITE DITCH SLOPE
** WELDED WIRE MESH IS NOT ALLOWED

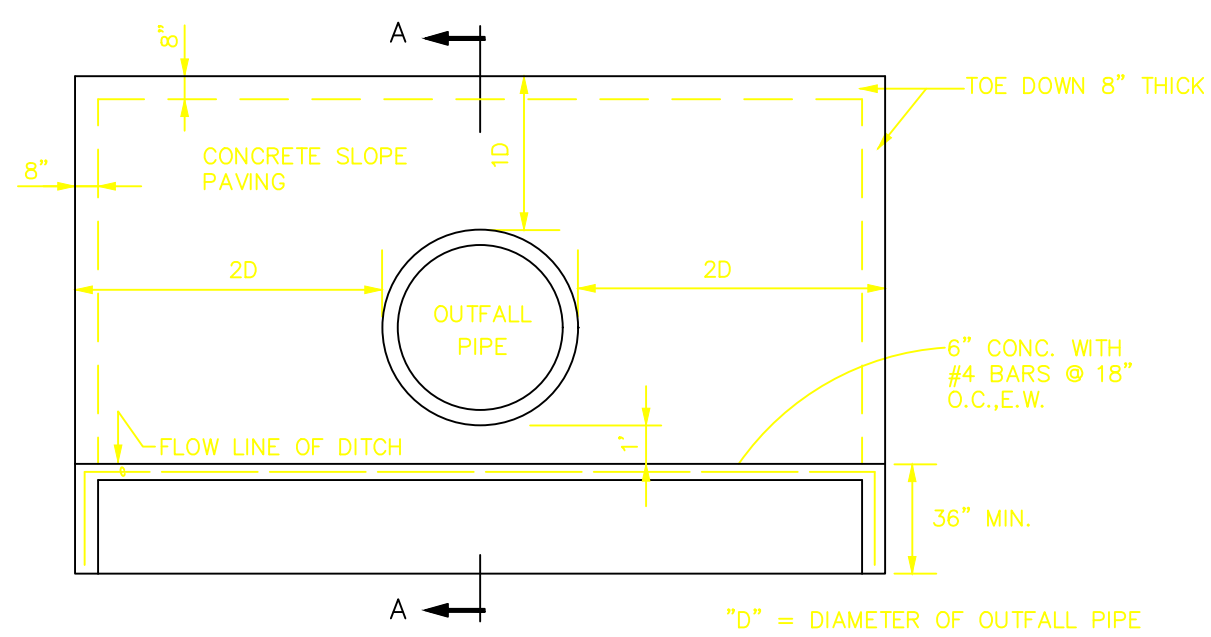
PLAN



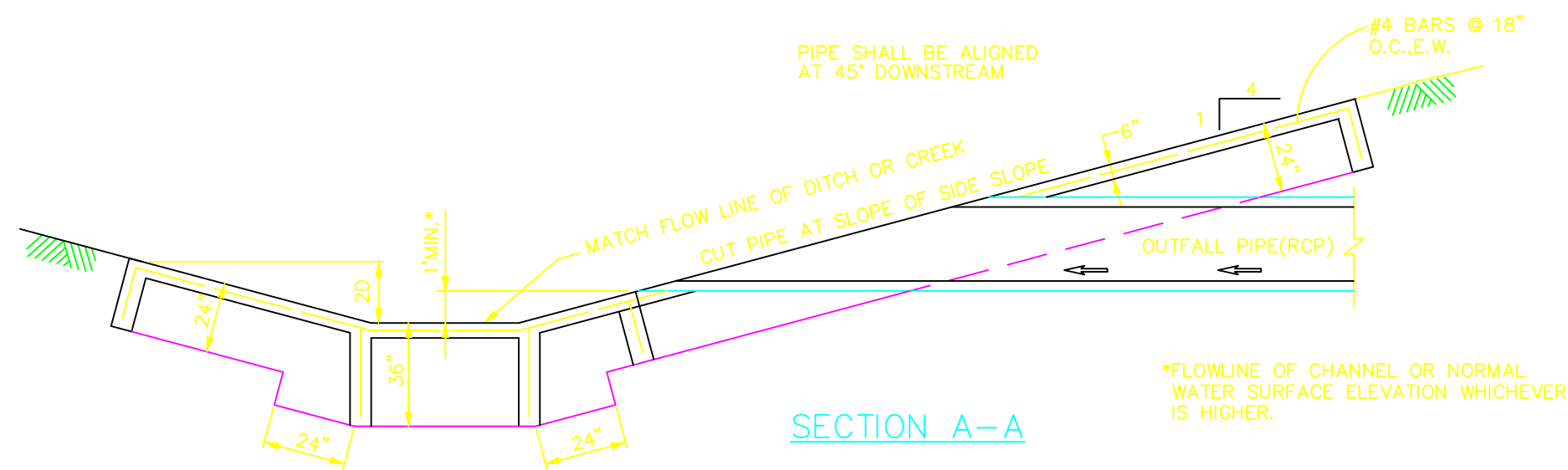
SECTION B

TYPICAL BACKSLOPE DITCH
INTERCEPTOR STRUCTURE

N.T.S.



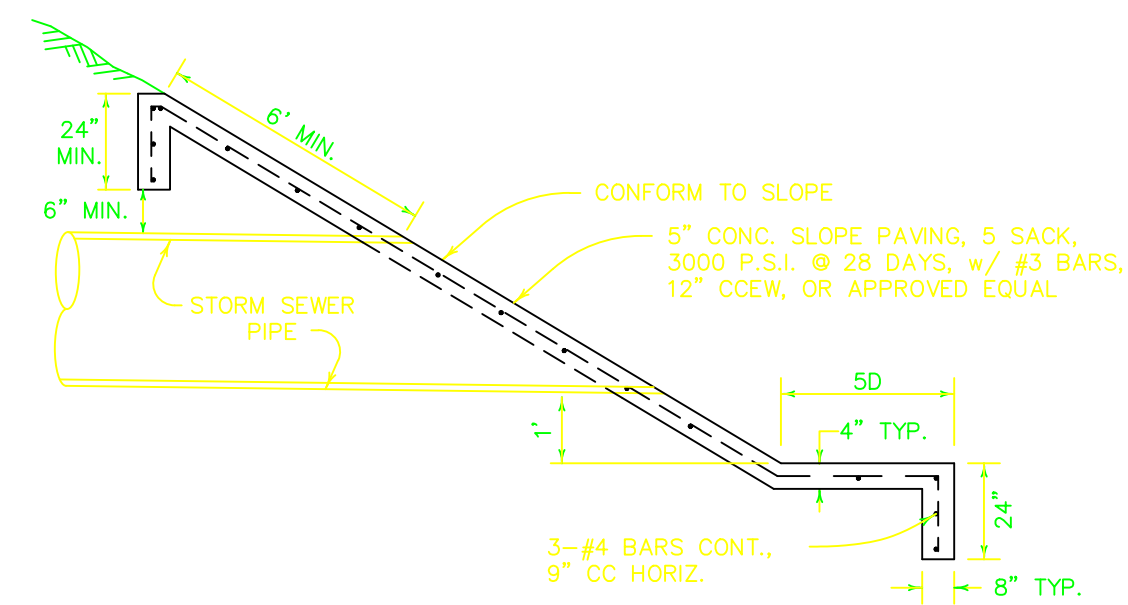
ELEVATION



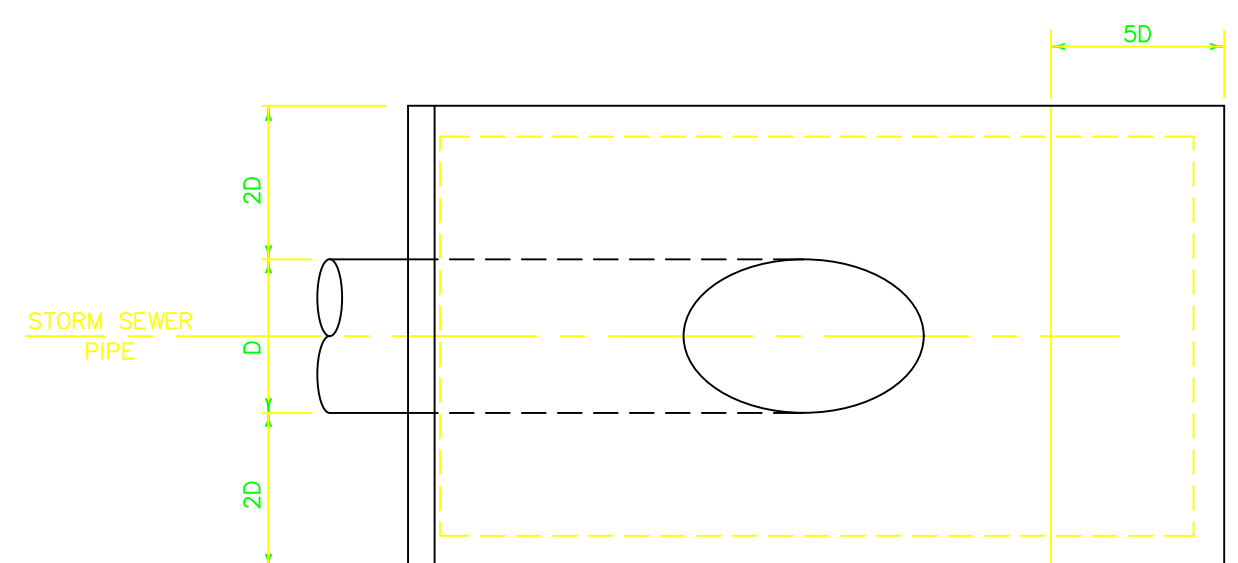
SECTION A-A

TYPICAL SECTION
OUTFALL PIPE

N.T.S.



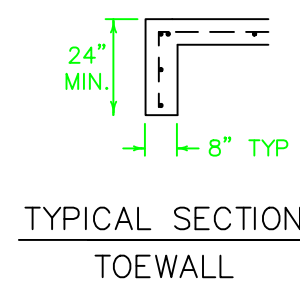
ELEVATION



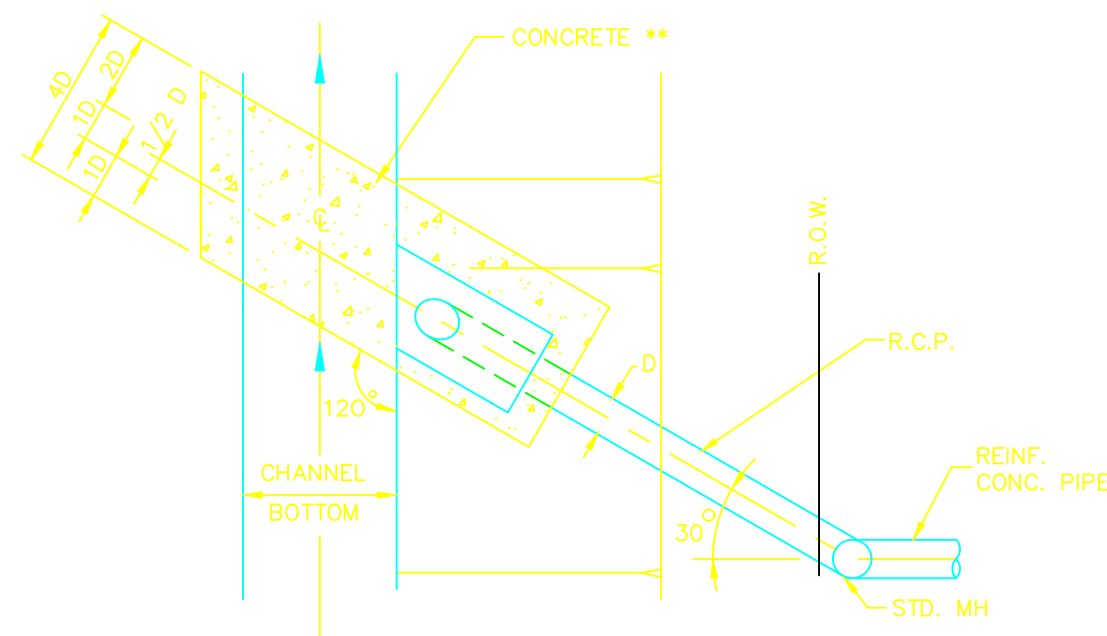
PLAN

STORM SEWER OUTFALL STRUCTURE INTO POND

N.T.S.

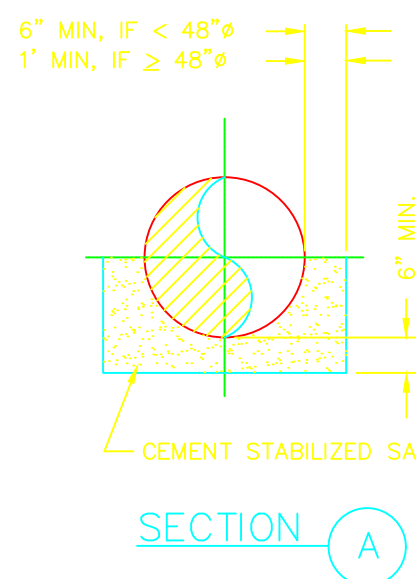


TYPICAL SECTION
TOEWALL



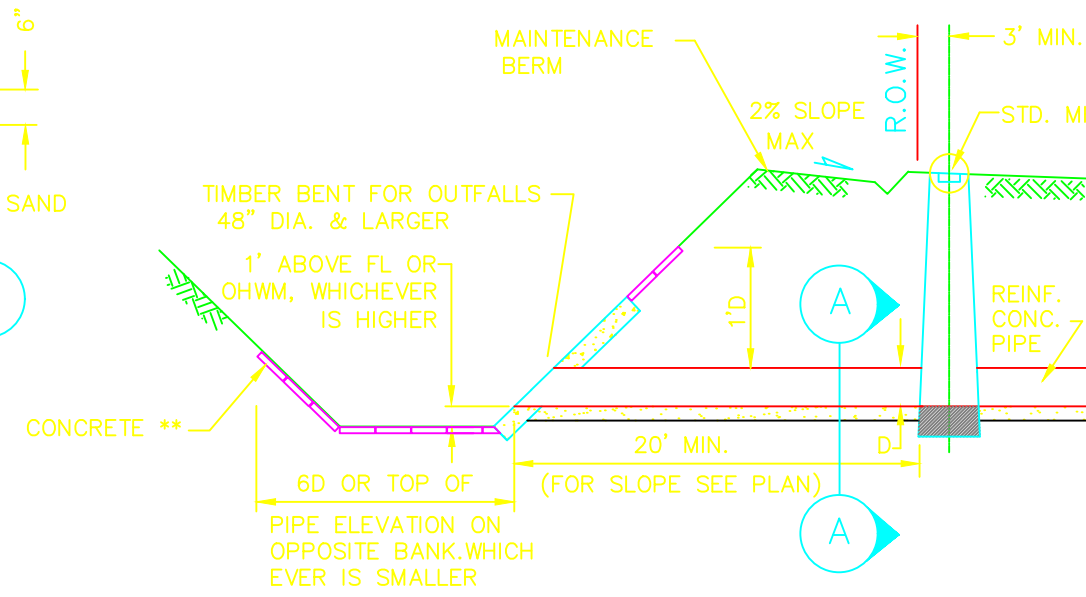
PLAN

** :
INTERLOCKING BLOCK MAY BE SUBSTITUTED FOR USE ON PRIVATE
PROPERTY BUT NEVER IN DISTRICT MAINTAINED PONDS OR CHANNELS.



SECTION A

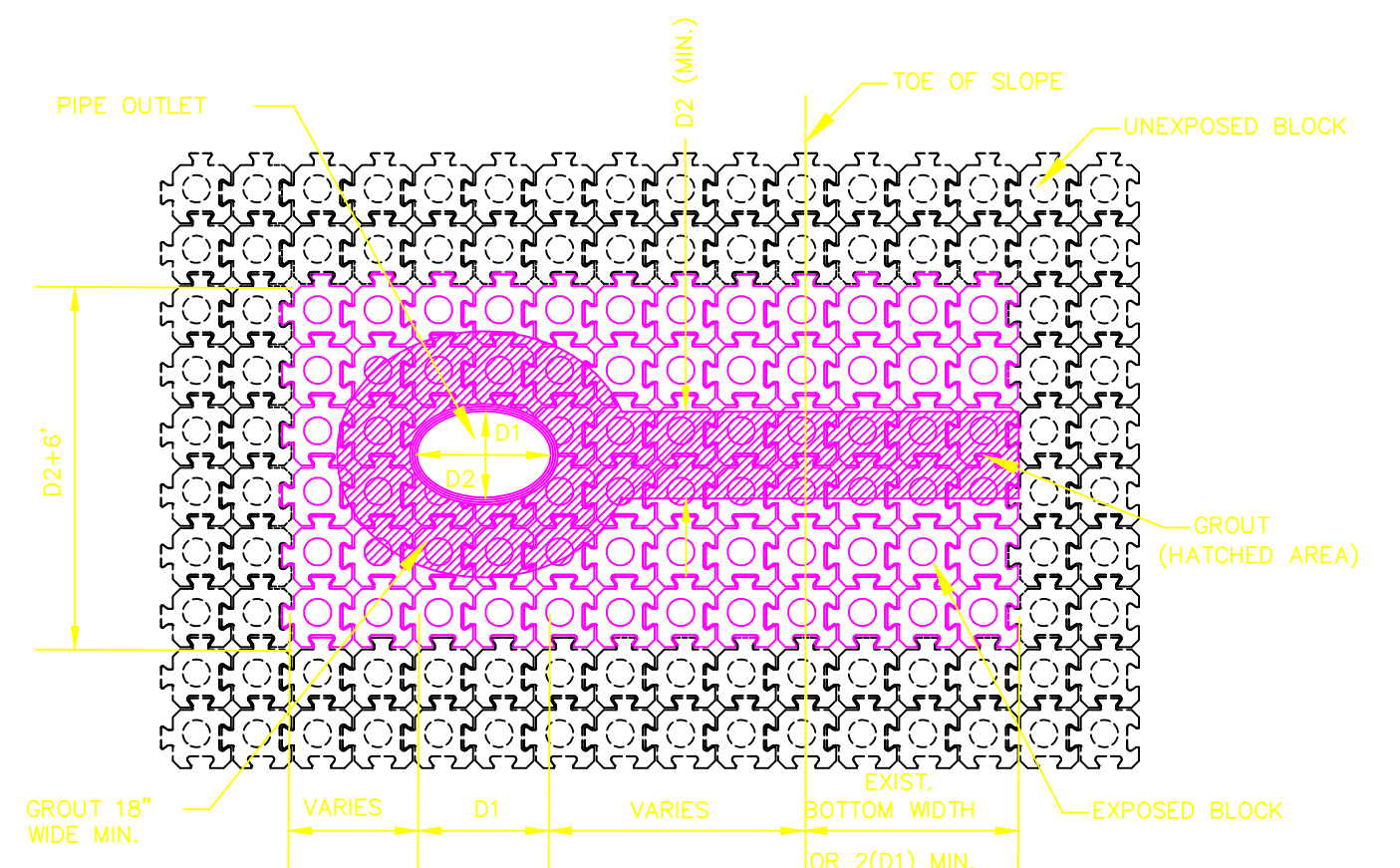
NOTE:
OHWM—ORDINARY HIGH WATER MARK



ELEVATION

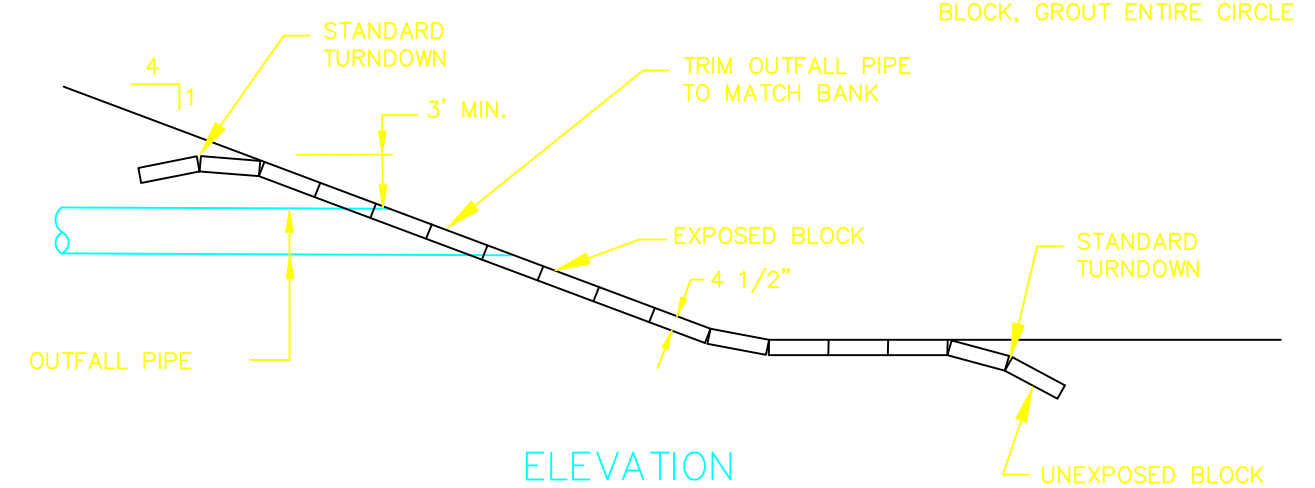
TYPICAL STORM SEWER OUTFALL
STRUCTURE LAYOUT

N.T.S.



PLAN

NOTE: WHEN GROUT
AREA ENCROACHES IN
THE CIRCULAR VOID AREA
IN THE MIDDLE OF THE
BLOCK, GROUT ENTIRE CIRCLE



ELEVATION

NOTE :
THIS DETAIL CAN NOT BE USED IN DISTRICT MAINTAINED CHANNELS OR PONDS.

STORM SEWER OUTFALL
NON-DISTRICT FACILITIES

N.T.S.

F:\Data\202-DRAINAGE-DISTRICTS\GCCDD\STD DETAILS-2.dwg 2/12/2007 3:25:06 PM CST

NO.	DATE	REVISIONS	APP.
1	07/28/10	EFFECTIVE	AEL

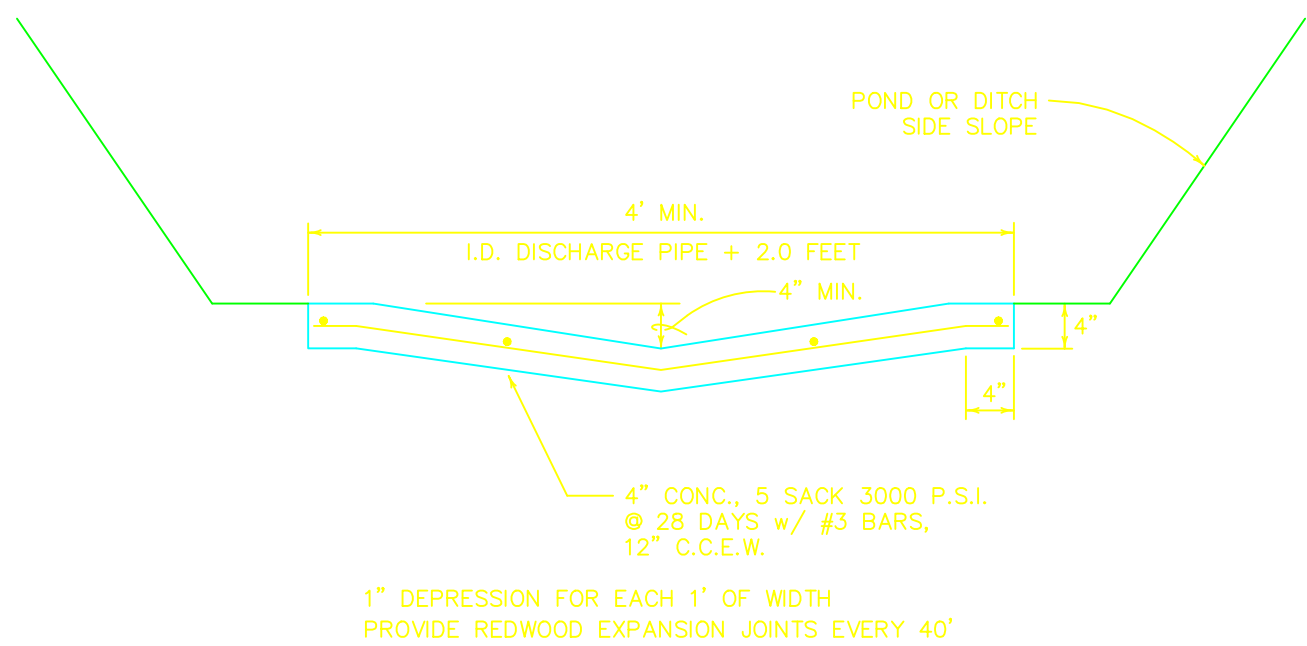
GALVESTON COUNTY CONSOLIDATED DRAINAGE DISTRICT



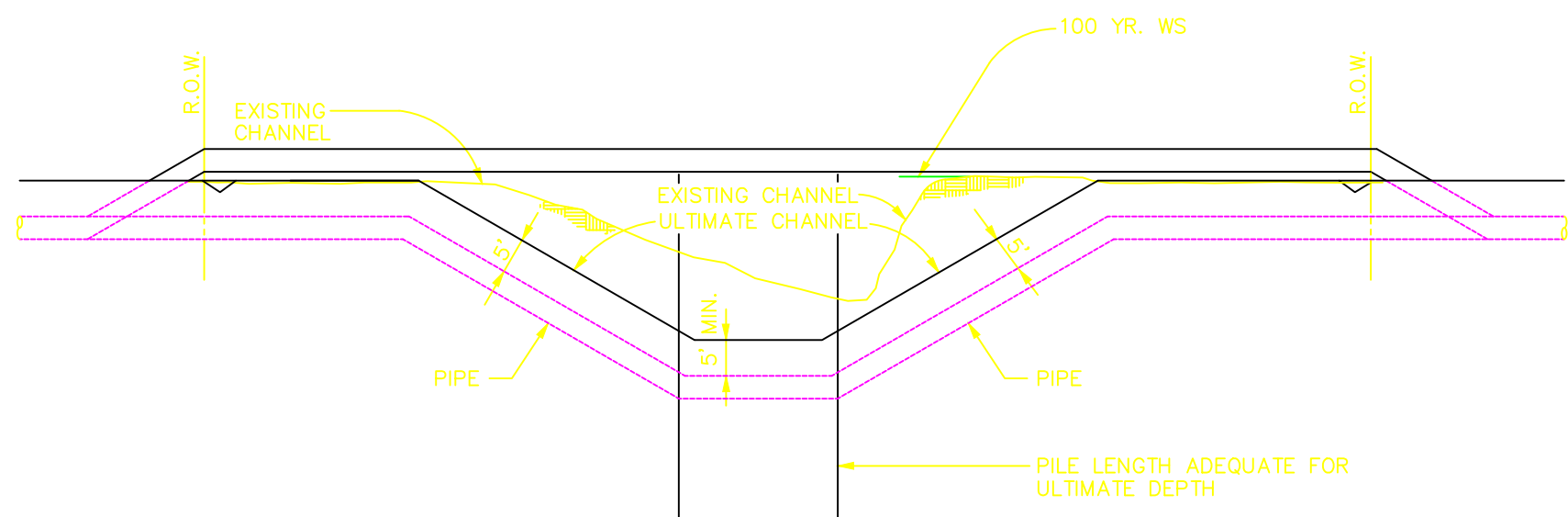
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UNIT NO.:	GALVESTON COUNTY, TEXAS		SCALE: N.T.S.
DRAWN BY:	STANDARD DETAILS		DATE: JULY 28, 2010
DESIGNED BY:			SHEET NO.: 24 OF 25
APPROVED BY: A.E.L.			
JOB NO.:			

F:\Data\208-DRAINAGE-DISTRICTS\GCCDD\STD DETAILS\GCCDD STD DETAILS-2.dwg 2/12/2007 3:25:06 PM CST

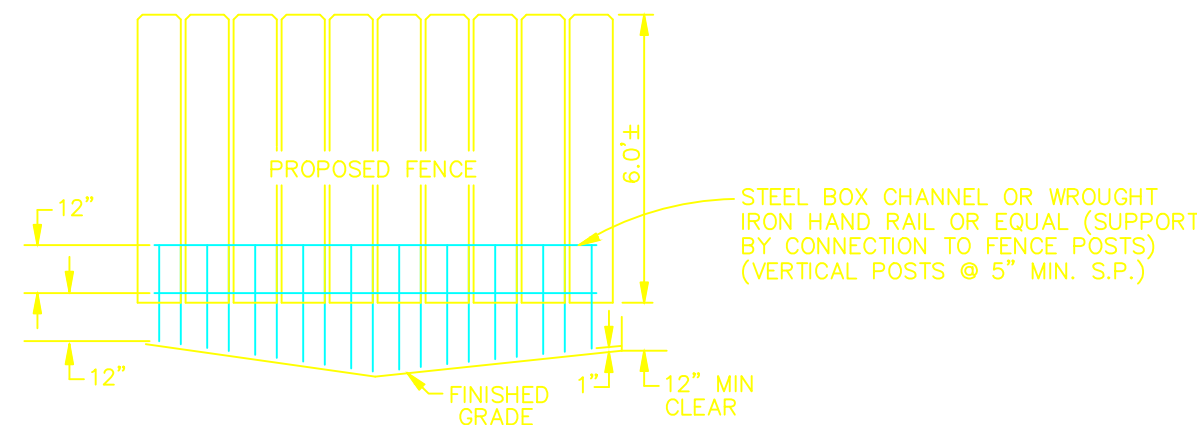


PILOT CHANNEL
N.T.S.

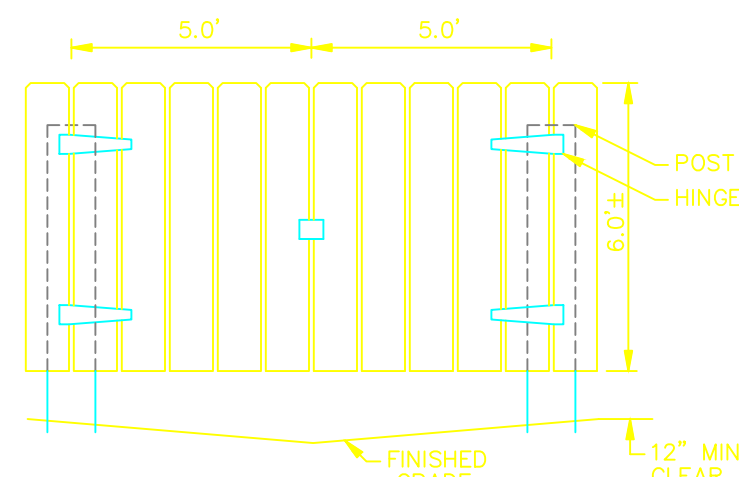


NOTE:
NO OPEN CUT IN DISTRICT'S EASEMENT OR RIGHT-OF-WAY WITHOUT PRIOR APPROVAL BY THE DISTRICT.

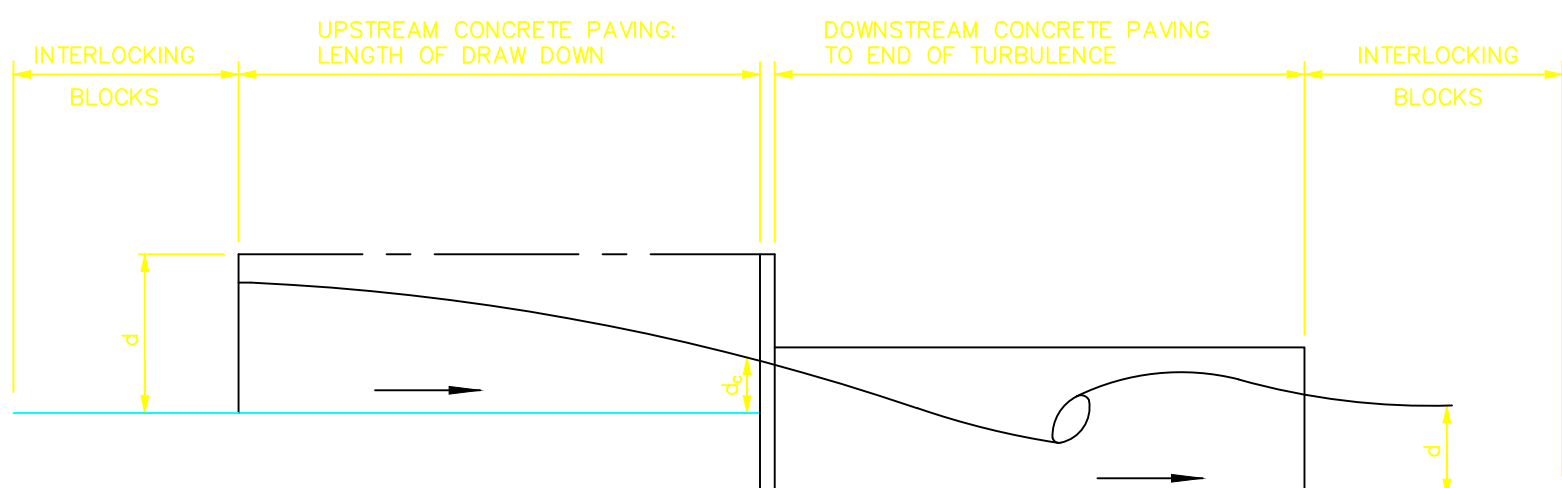
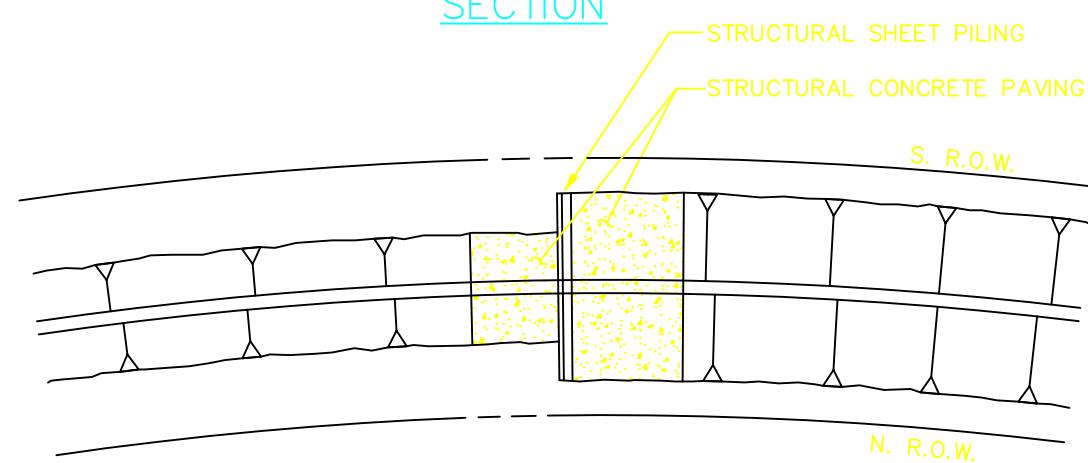
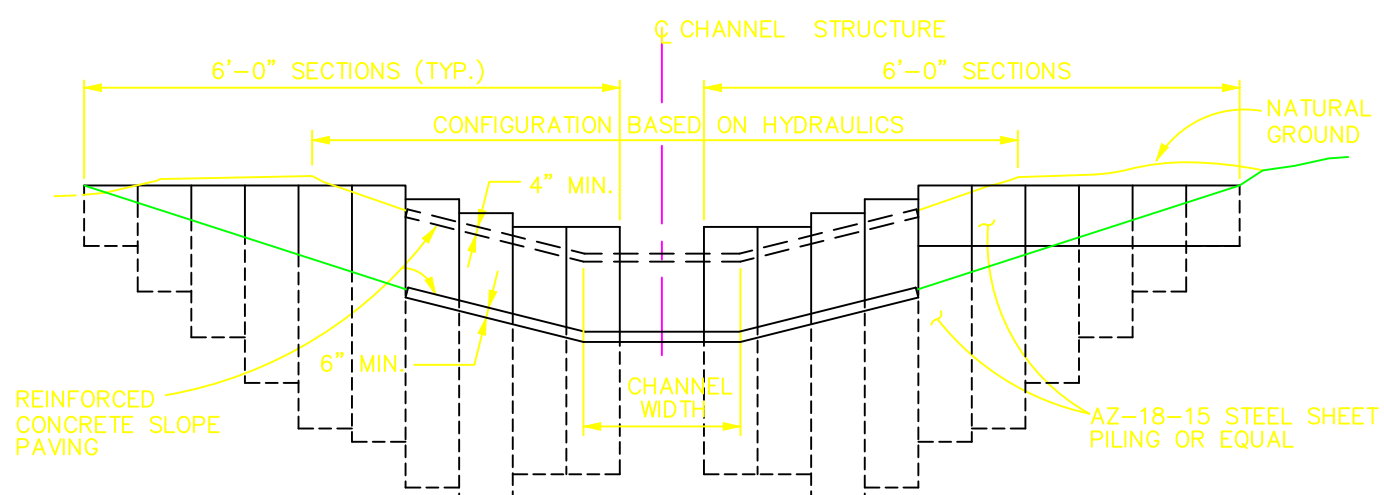
TYPICAL SECTION
UTILITY CROSSING
N.T.S.



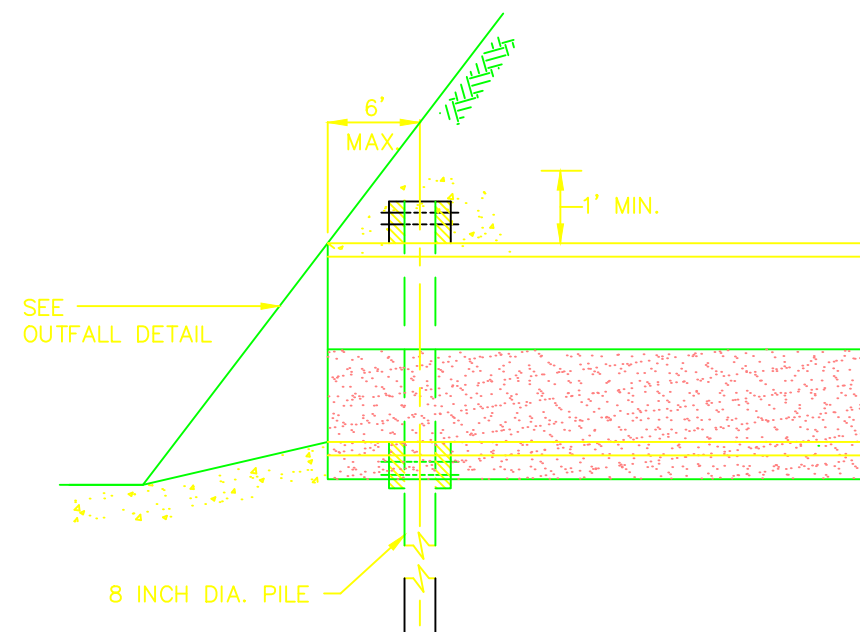
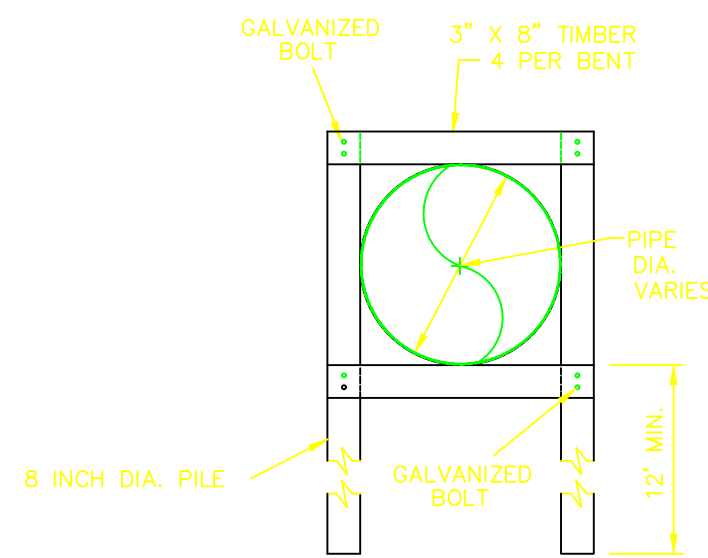
FENCE CLEARANCE AT DRAINAGE EASEMENT
N.T.S.



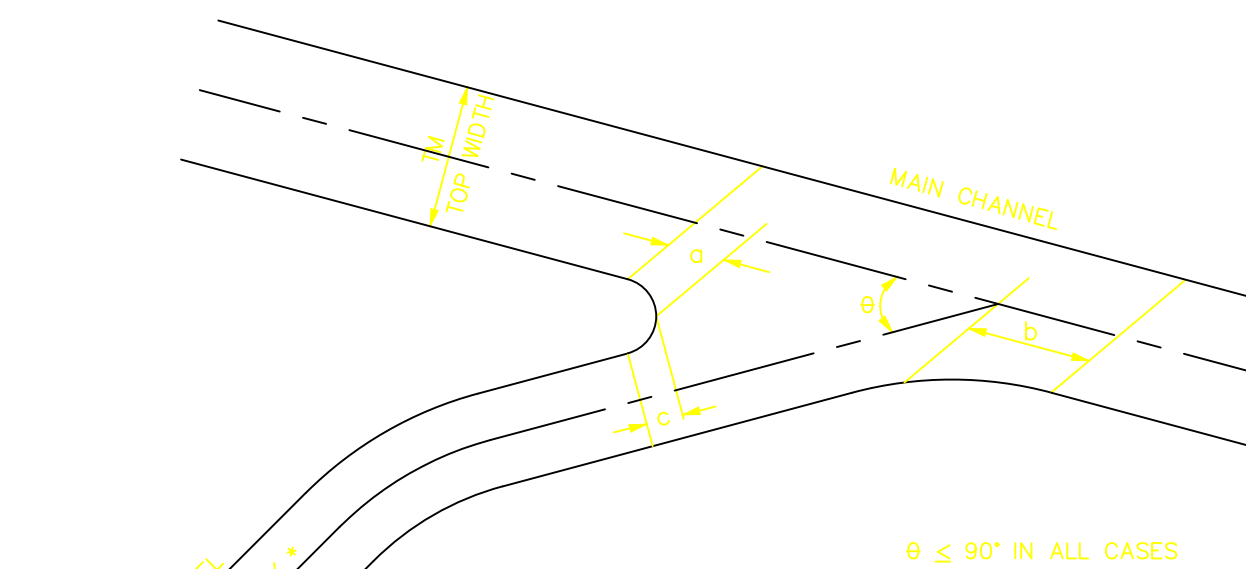
GATE AT PRIVATE DRAINAGE EASEMENT
N.T.S.



STEEL SHEET
PILING DROP STRUCTURE
N.T.S.



TIMBER BENT DETAIL
FOR 48-INCH AND LARGER OUTFALLS
N.T.S.



MINIMUM EXTENT OF EROSION PROTECTION

LOCATION	DISTANCE (FT)
a	20'
b	LARGER OF 50' OR 0.75x 1m ÷ tan θ
c	20'

25 - YEAR VELOCITY * IN SIDE CHANNEL (FEET PER SECOND)	ANGLE OF INTERSECTION, θ
4 OR MORE	15° - 45° PROTECTION
2-4	NO PROTECTION
2 OR LESS	NO PROTECTION

* NOTE: 25-YEAR VELOCITY IN SIDE CHANNEL
ASSUMING NO BACKWATER FROM MAIN CHANNEL.

CONFLUENCE - MINIMUM
REQUIREMENT CHART
N.T.S.

NO.	DATE	REVISIONS	APP.
1	07/28/10	EFFECTIVE	AEL

**GALVESTON COUNTY
CONSOLIDATED
DRAINAGE DISTRICT**



File: .\lentz\LENTZ Logo.pdf
Generating for invalid reference

UNIT NO.:	GALVESTON COUNTY, TEXAS		SCALE: N.T.S.
DRAWN BY:	STANDARD DETAILS		DATE: JULY 28, 2010
DESIGNED BY:	A.E.L.		SHEET NO.: 25 OF 25
APPROVED BY:			
JOB NO.:			



APPENDIX D

FLOOD MAPS

Figure 1: Tropical Storm Allison (2001) Flood Map A – Comparing Existing Condition and Proposed Condition

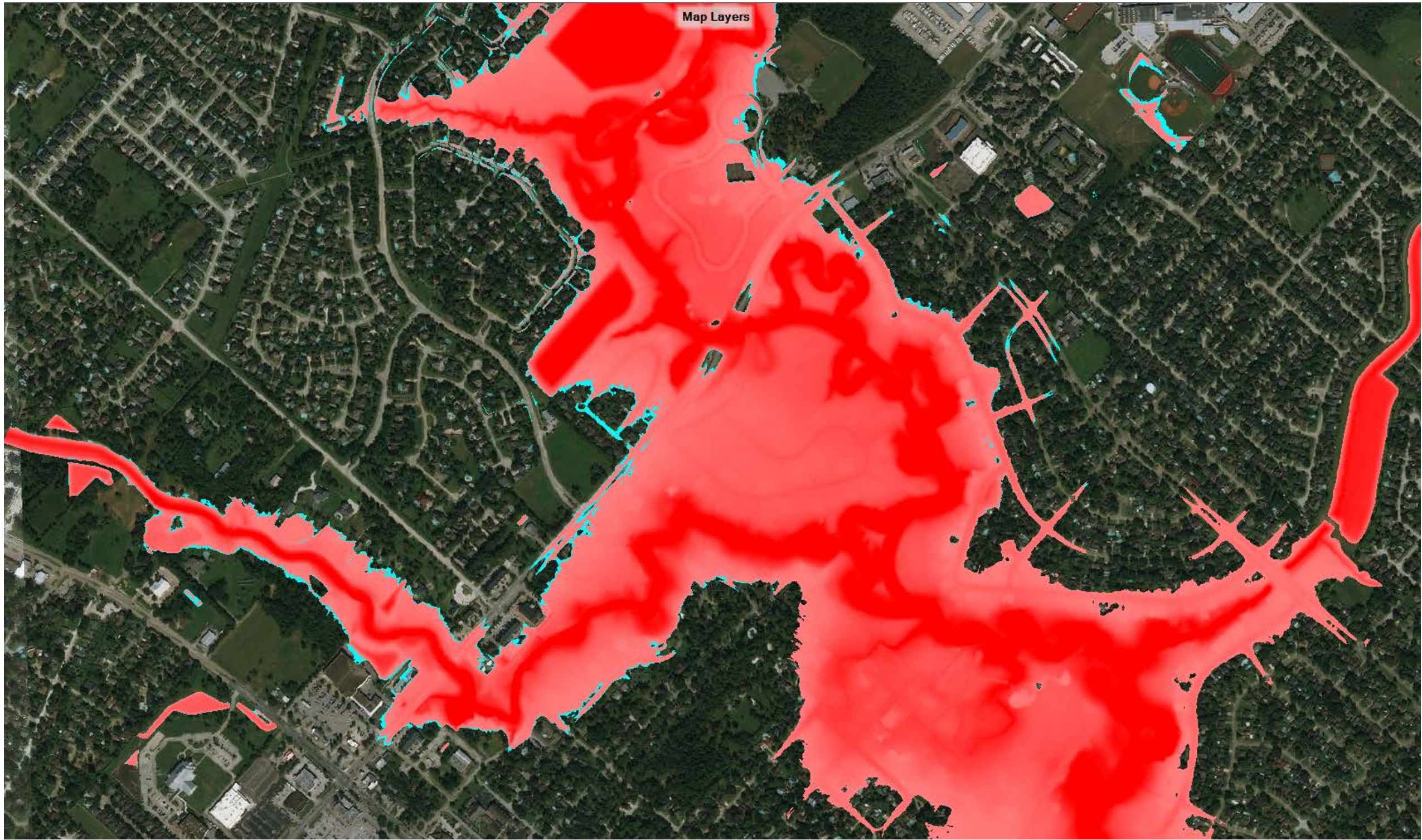


Figure 2: Tropical Storm Allison (2001) Flood Map B – Comparing Existing Condition and Proposed Condition

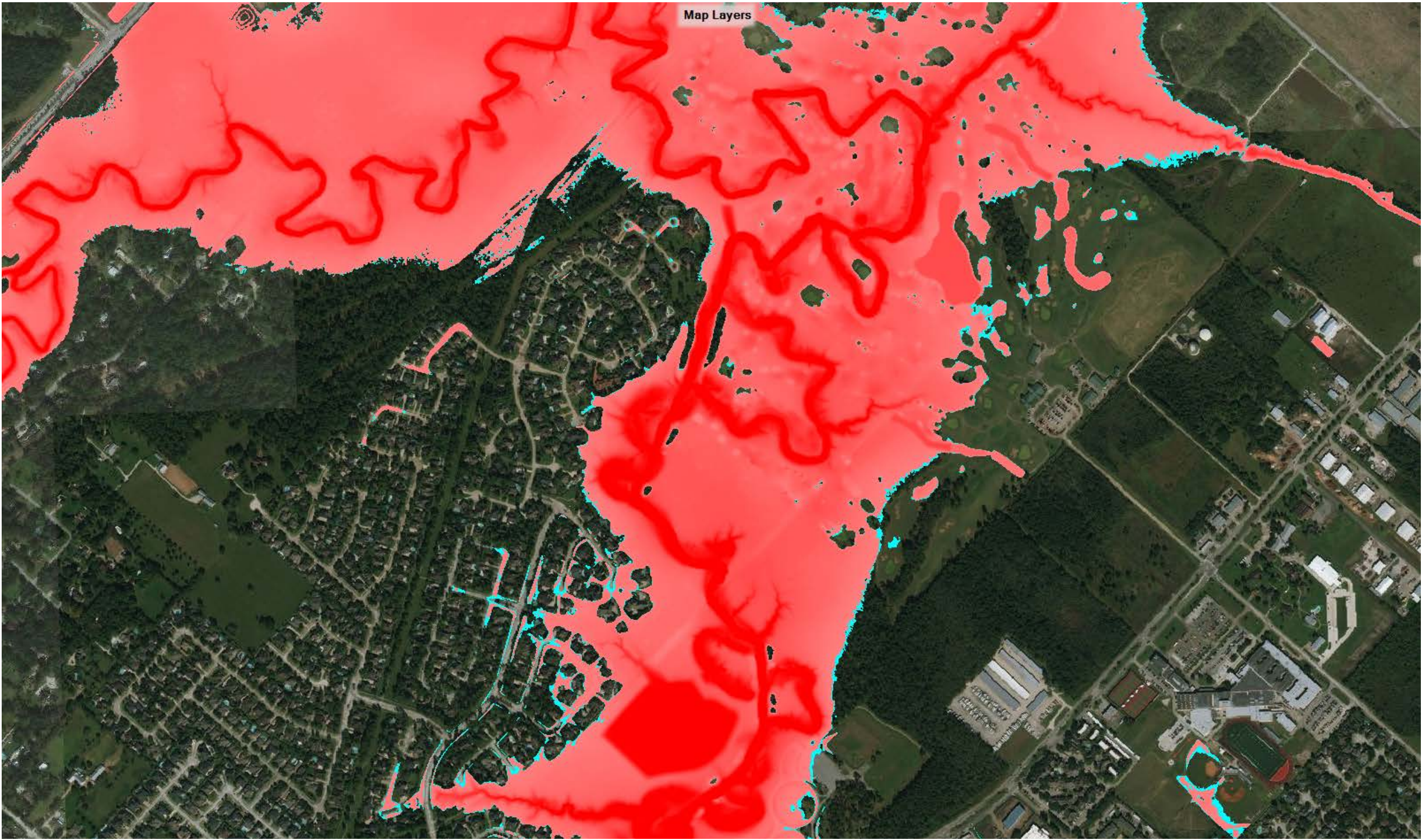


Figure 3: Tropical Storm Allison (2001) Flood Map C – Comparing Existing Condition and Proposed Condition

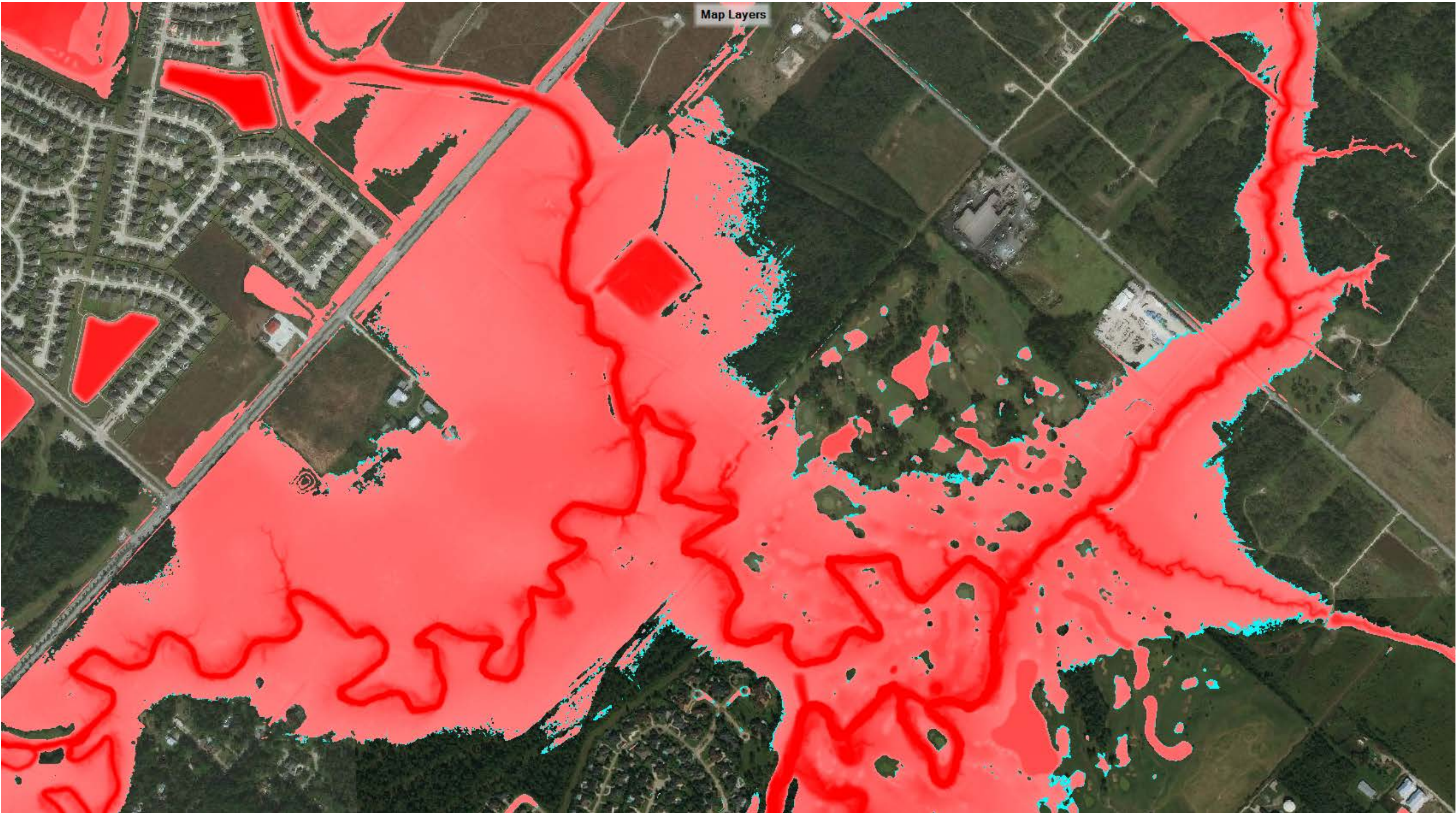


Figure 4: Hurricane Harvey (2017) Flood Map A – Comparing Existing Condition and Proposed Condition

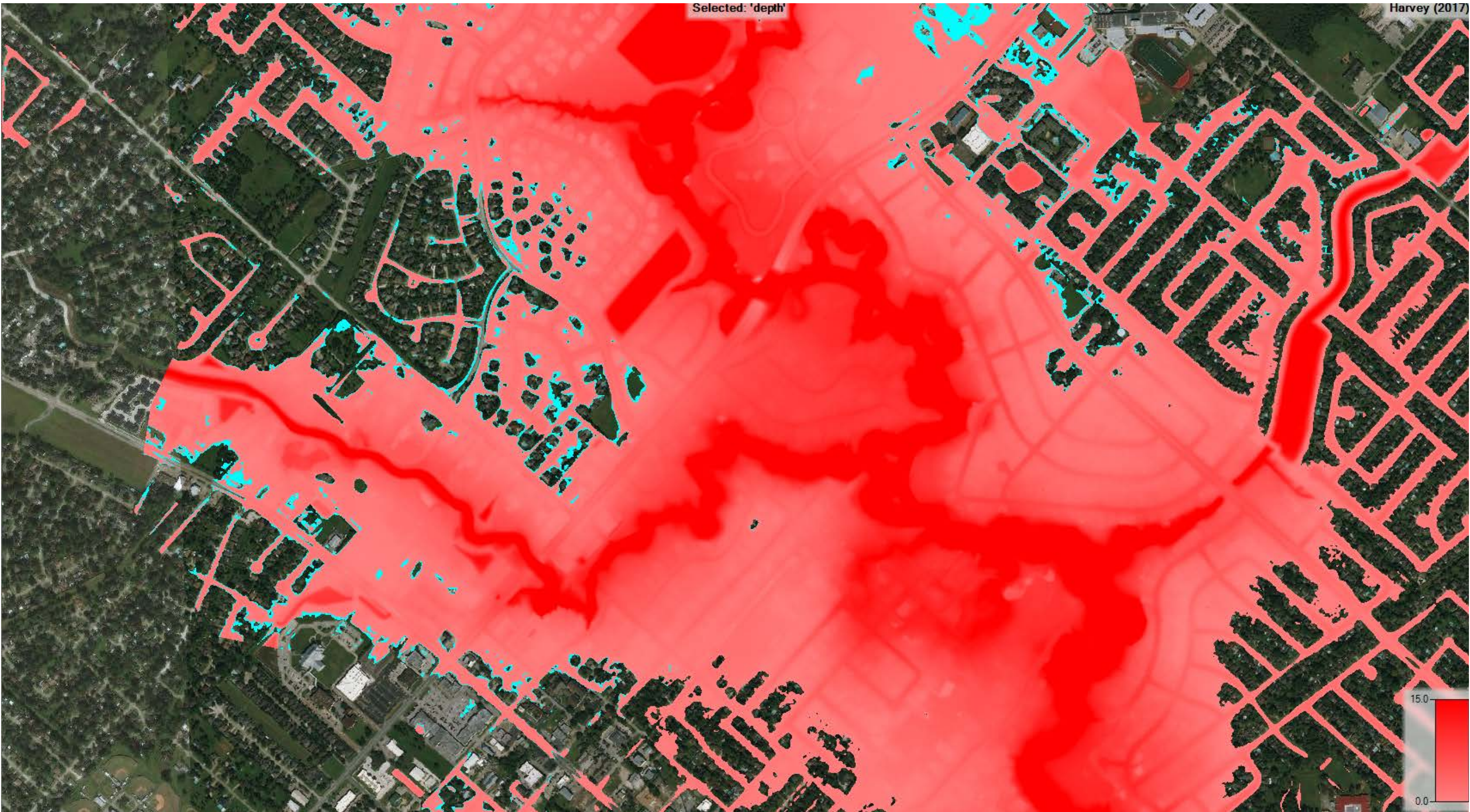
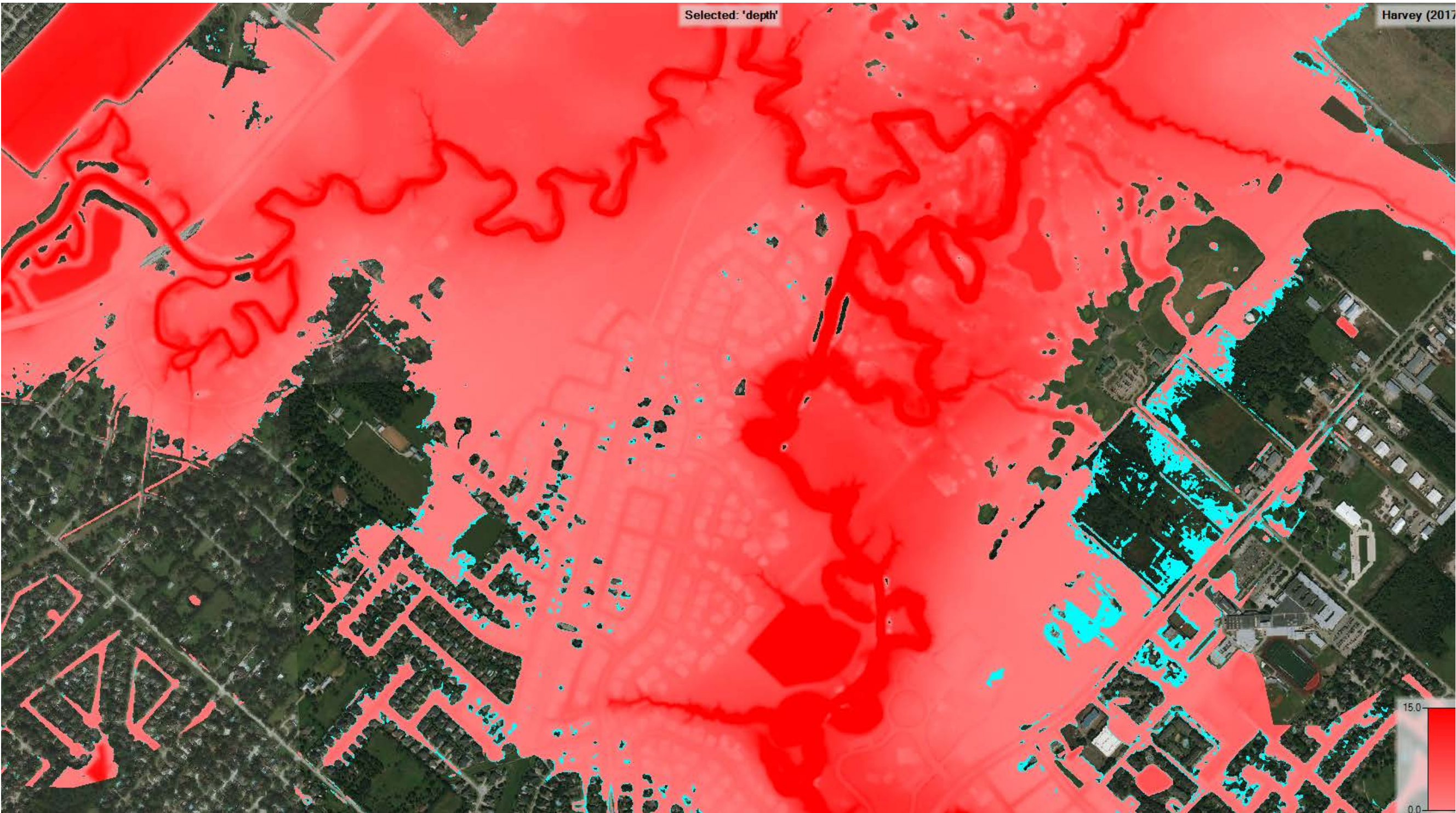


Figure 5: Hurricane Harvey (2017) Flood Map B – Comparing Existing Condition and Proposed Condition



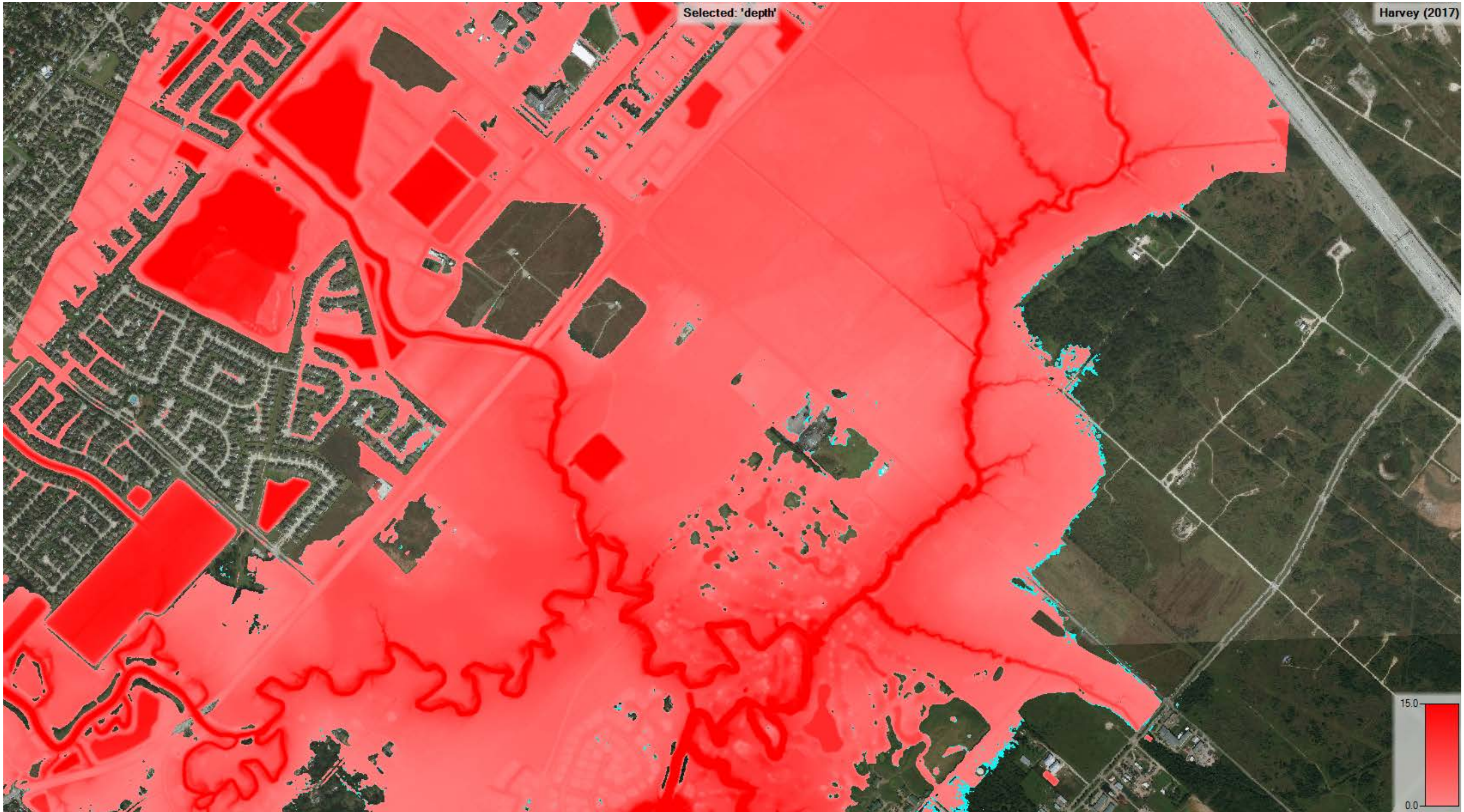


Figure 6: Hurricane Harvey (2017) Flood Map C – Comparing Existing Condition and Proposed Condition



CITY OF FRIENDSWOOD
ENGINEERING

281-996-3380
15355 Blackhawk Blvd
Friendswood, TX 77546

<https://www.ci.friendswood.tx.us/engineering>



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 6/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2020-19: A resolution of the City Council of the City of Friendswood, Texas, determining land is needed for construction and extension of Friendswood Lakes Boulevard; accepting dedication and conveyance of .0576 acres of land from Wesley West Cattle, L.P., and Wesley West Descendants Trust and ratifying the City Manager's execution of the letter agreement between Taylor Morrison of Texas, Inc., Wesley West Cattle, L.P., Wesley West Descendants Trust and the City of Friendswood, Texas. Regarding Friendswood Lakes Boulevard right-of-way and Avalon Subdivision detention capacity.

Originating Department: Engineering

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

In the November 2017 Galveston County Election Bond, voters approved a proposition which allocated \$3.57 million towards the construction of Friendswood Lakes Boulevard between Stoney Lake Drive and West Boulevard. The County further allocated up to an additional \$1 million in funds to be used as a match to City funds for this project on a dollar for dollar basis.

In May 2018, Council approved an Agreement for Funding of Public Improvements with several parties which included a collective contribution of \$600,000 from the Developers (split 3 ways) in said agreement.

A large portion of the right-of-way necessary for this project was dedicated at Council's August 2018 meeting. However, a 0.0576 acre tract remained outstanding to complete the right-of-way needed for Friendswood Lakes Boulevard.

In consideration of the donation of that right-of-way, the owner of that tract asked that he be provided with some detention capacity in the southern 38 acre lake of the proposed Avalon at Friendswood Subdivision.

The City, Wesley West Cattle, L.P, Wesley West Descendants Trust, and Taylor Morrison of Texas have executed a Letter Agreement which sets forth the understanding, terms, and obligations of each party in relation to the conveyance of this 0.0576 acre tract.

Per the Letter Agreement, Taylor Morrison will provide 30 acre-feet of detention plus an easement to be used by future development in the vacant land to its east. In addition, Taylor Morrison is made responsible for construction of the easternmost 210 feet of Boulevard, in lieu of their \$200,000

contribution (alternately, it would cost the City and County approximately \$325,000 to build this section). As a result, Taylor Morrison would be free to construct that section of Boulevard at their own speed rather than being at the mercy of the larger Friendswood Lakes Boulevard, whose construction is expected to last through the end of May or early June 2021.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

As a result of this Letter Agreement, the City will be dedicated what remains of necessary right-of-way for Friendswood Lakes Boulevard. In addition, the County and City will realize a savings of \$125,000 by foregoing the construction of the easternmost 210 feet of Boulevard.

Construction of the Boulevard is expected to begin in late August or early September.

RECOMMENDATIONS

Approve the resolution, accept the dedication and conveyance of land, and ratify the City Manager's execution of the Letter Agreement.

ATTACHMENTS

1. R2020-19 Letter Agreement and land from Wesley West for Friendswood Lakes Blvd
2. General Warranty Deed FLB
3. 2020-07-01 TM Letter Agreement for Detention and ROW 6.24.20 - FULLY EXE...

RESOLUTION NO. R2020-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DETERMINING LAND IS NEEDED FOR CONSTRUCTION AND EXTENSION OF FRIENDSWOOD LAKES BOULEVARD; ACCEPTING DEDICATION AND CONVEYANCE OF .0576 ACRES OF LAND FROM WESLEY WEST CATTLE, L.P. AND WESLEY WEST DESCENDANTS TRUST AND RATIFYING CITY MANAGER’S EXECUTION OF LETTER AGREEMENT BETWEEN TAYLOR MORRISON OF TEXAS, INC., WESLEY WEST CATTLE, L.P., WESLEY WEST DESCENDANTS TRUST AND THE CITY OF FRIENDSWOOD, TEXAS. REGARDING FRIENDSWOOD LAKES BOULEVARD RIGHT-OF-WAY AND AVALON SUBDIVISION DETENTION CAPACITY.

* * * * *

WHEREAS, the City Council of the City of Friendswood, Texas, has determined that land is needed for the construction, operation, maintenance and extension of Friendswood Lakes Boulevard; and

WHEREAS, Taylor Morrison of Texas, Inc. has dedicated the necessary right-of-way to the City of Friendswood for the construction of Friendswood Lakes Boulevard from the western boundary to the eastern boundary of the Taylor Morrison Tract; and

WHEREAS, Wesley West Cattle. L. P. and Wesley West Descendants Trust (collectively “West”) own approximately .0576 acres of land immediately adjacent and east of the Taylor Morrison Tract, which Boulevard Parcel is needed to connect the existing point of termination of the Boulevard and the Taylor Morrison Tract; and

WHEREAS, the Letter Agreement sets forth the understanding and terms by and among Taylor Morrison, the City and West regarding the responsibilities and obligations of each of the parties related to the conveyance of the Boulevard Parcel by West for the construction of

the Boulevard and, in exchange, for a Taylor Morrison to provide to West up to thirty (30) acre feet of capacity within Taylor Morrison's detention facility.

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

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

Section 2. That the City Council of the City of Friendswood, Texas, accepts the dedication and conveyance of said .0576 acre of land from West, approves of the Letter Agreement and ratifies the City Manager's execution of the Letter Agreement between Taylor Morrison, West and the City of Friendswood.

PASSED, APPROVED, AND ADOPTED this the 3rd day of August, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

GENERAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF GALVESTON §

THAT WESLEY WEST CATTLE, L.P, AND WESLEY WEST DESCENDANTS TRUST (collectively, "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid in cash to the Grantor by the Grantee herein named, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the CITY OF FRIENDSWOOD, TEXAS, a Home-Rule City of the State of Texas ("Grantee"), all of the property described as being a 0.0576 acre tract of land, further described in the attached exhibit "A" (the "Property").

THIS CONVEYANCE IS MADE BY GRANTOR AND ACCEPTED BY GRANTEE subject to the terms, conditions and provisions hereof and further subject to all applicable easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record, to the extent, but only to the extent, they are validly existing and affect the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same of any part thereof.

Executed this _____ day of _____, 2020.

[Signature pages follow this page.]

Wesley West Cattle, L.P.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2020 by
_____, _____ (title) of _____.

Notary Public, State of Texas

Wesley West Descendants Trust

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2020 by
_____, _____ (title) of _____.

Notary Public, State of Texas

ACCEPTED BY:
The City of Friendswood

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2020 by
_____, _____ (title) of _____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City Secretary
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546

0 50 100 200
GRAPHIC SCALE IN FEET



FILE NO.
ESMT.
G.C.C.F. NO.
G.C.M.R.
G.C.O.P.R.

IP	IRON PIPE
IR	IRON ROD
PGB	POINT OF BEGINNING
POC	POINT OF COMMENCING
SQ. FT.	SQUARE FEET
W/	WITH

MARY FABREAU SURVEY,
ABSTRACT NO. 69

CALLED 59.521 ACRES
 TAYLOR MORRISON OF TEXAS, INC.
 G.C.C.F. NO. 2019DB1400
 G.C.D.P.R.

FND. 5/8" IR W/ CAP
"WILSON SURVEY GROUP"

WESLEY WEST CATTLE
COMPANY
(FIRST TRACT)
CALLED 941.80 ACRES
G.C.C.F. NO. 9222784
G.C.Q.P.R.

I.&G.N.R.R. COMPANY SURVEY
ABSTRACT NO. 608

**0.0576 ACRE (2,509 SQ. FT.)
FRIENDSWOOD LAKES BOULEVARD
AVALON AT FRIENDSWOOD
IN THE**

I. & G. N. RR. CO. SURVEY
ABSTRACT NO. 608
GALVESTON COUNTY, TEXAS
MAY 2020 JOB NO. 0074-1901-400

LJA Surveying, Inc.

2929 Briarpark Drive
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

Line Table		
Line #	Direction	Length
L1	S03° 05' 47"E	88.92'
L2	N63° 12' 16"W	65.09'
L3	N41° 52' 46"E	79.84'

NOTES:

1) ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (NA2011) EPOCH 2010.00.

2) A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EXHIBIT.

3) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE EASEMENTS AND ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN HEREON.

DESCRIPTION OF
0.0576 ACRE (2,509 SQUARE FEET)

Being 0.0576 acre (2,509 square feet) of land located in the I. & G. N. RR. Co. Survey, Abstract Number 608, Galveston County, Texas, out of the called 941.89 acre tract described in the deed to Wesley West Cattle Company (First Tract) by an instrument of record in File Number 9222784 of the Official Public Records of said Galveston County, Texas (G.C.O.P.R.), said 0.0576 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83 {NA2011} EPOCH 2010.00);

COMMENCING for reference at a 5/8-inch iron rod with cap stamped "WILSON SURVEY GROUP" found for the northwest corner of the remainder of a called 96.944 acre tract described in the deed to Taylor Morrison of Texas, Inc. by instrument of record in File Number 2019064239, G.C.O.P.R., the northeast corner of Eagle Lakes, Section 5, a subdivision of record in Volume 18, Page 554 of the Map Records of said Galveston County, Texas (G.C.M.R.), and in the south line of Falcon Ridge, Section Three, a subdivision of record in Volume 18, Page 282, G.C.M.R., from which a 5/8-inch iron rod found in the common line of said Eagle Lakes, Section 5 and Falcon Ridge, Section Two, a subdivision of record in Volume 18, Page 270, G.C.M.R. bears, North 48° 14' 23" West, 1,044.90 feet;

Thence, South 48° 14' 25" East along the north line of said 96.944 acre tract and the south line of said Falcon Ridge, Section Three, 60.39 feet to the southeast corner of said Falcon Ridge, Section Three, the northeast corner of said 96.944 acre tract, and a southwest corner of West Ranch West Lake, Section Two, a subdivision of record in File Number 2012044019, G.C.M.R. from which a 5/8-inch iron rod with cap stamped "WILSON SURVEY GROUP" bears, North 37° 00' 00" West, 0.49 feet;

Thence, South 03° 05' 47" East, along the east line of said 96.944 acre tract, passing at 1,097.43 feet a found 1/2-inch iron rod with cap stamped "BROWN & GAY", at 1,716.98 feet passing a found 1/2-inch iron rod with cap stamped "BROWN & GAY", at 2,563.64 feet passing a found 1/2-inch iron rod with cap stamped "BROWN & GAY", at 2,892.17 feet passing a found 1/2-inch iron pipe with cap stamped "BGE INC", continuing in all a total distance of 2,916.60 feet to a 5/8-inch iron rod with cap stamped "GEOSURV" found for a north corner of the aforementioned 941.89 acre tract, the east corner of a called 4.994 acre tract described in the deed to the City of Friendswood by an instrument of record in File Number 2019064237, G.C.O.P.R., in the west line of Friendswood Lake Boulevard, a subdivision of record in File Number 2017033870, G.C.M.R., a corner of the City of Friendswood city limits and League City city limits, said point also being the POINT OF BEGINNING of the herein described tract;

Thence, South 03° 05' 47" East, along the west line of said Friendswood Lake Boulevard, and an east line of said 941.89 acre tract, same being the common line of said City of Friendswood city limits and League City city limits, 88.92 feet to a 1/2-inch iron pipe found for a westerly corner

0.0576 Acre

April 10, 2020
Revised May 4, 2020
Job No. 0074-0402

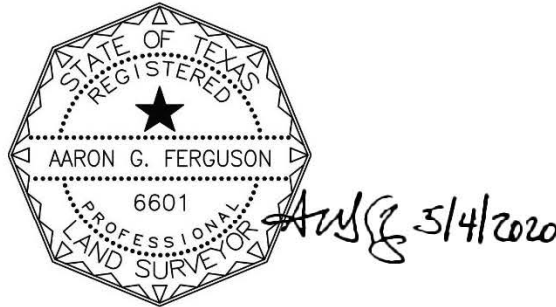
of said Friendswood Lake Boulevard, the northwest corner of Sierra at West Ranch, Section Two, a subdivision of record in File Number 2015077523, G.C.M.R.;

Thence, North 63° 12' 16" West, departing said common lines, 65.09 feet to a west line of said 941.89 acre tract, the east line of said 96.944 acre tract, the southeast corner of the aforementioned 4.944 acre tract, and said city limit lines, from which a 5/8-inch iron rod with cap stamped "WILSON SURVEY GROUP" bears, South 41° 52' 46" West, 50.62 feet;

Thence, North 41° 52' 46" East, along said common lines, 79.84 feet to the POINT OF BEGINNING and containing 0.0576 acre (2,509 square feet) of land.

The corner monuments were not set at the client's request.

LJA Surveying, Inc.





TAYLOR MORRISON OF TEXAS, INC.
Houston Division
2929 Briarpark Dr., Suite 400
Houston, TX 77042
p. (281) 598-3000
f. (281) 598-3100
taylormorrison.com

June 30 , 2020

Via E-Mail and First Class Mail

Stedman West Interests, Inc.
1600 W. Loop South
Suite 2700
Houston, Texas 77027
Attn: Mr. Wm. David Davas
Email: ddavas@stedmanwest.com

City of Friendswood, Texas
910 S. Friendswood Dr
Friendswood, TX 77546
Attn: Morad Kabiri
Email: mkabiri@friendswood.com

Re: Letter Agreement Regarding Friendswood Lakes Boulevard Road Right-of-Way (the "Road Project") and Avalon Subdivision Detention Capacity

Dear Mr. Davas and Mr. Kabiri:

Taylor Morrison of Texas, Inc. ("Taylor Morrison") owns approximately 184 acres of land, more or less (the "TM Tract") located primarily in the City of Friendswood, Galveston County, Texas, which TM Tract as is depicted on **Exhibit "A"** attached hereto.

Taylor Morrison has dedicated the necessary right-of-way to City of Friendswood (the "City") for the construction of Friendswood Lakes Boulevard (the "Boulevard") from the western boundary of the TM Tract to the eastern boundary of the TM Tract, being the current point of termination of such Boulevard as is depicted on Exhibit "B" attached hereto.

Wesley West Cattle, L.P. and Wesley West Descendants Trust (collectively, "West") own approximately .0576 acres of land, more or less (the "Boulevard Parcel") immediately adjacent and east of the TM Tract, as depicted on **Exhibit "C"** attached hereto, which Boulevard Parcel is needed to connect the existing point of termination of the Boulevard and the TM Tract.

This letter agreement ("Letter Agreement") sets forth the understanding and terms by and among Taylor Morrison, the City and West regarding the responsibilities and obligations of each of the parties related to the conveyance of the Boulevard Parcel by West for the construction of the Boulevard and, in exchange, for Taylor Morrison to provide to West for the benefit its property, owned by West immediately east of and adjacent to the TM Tract and depicted on **Exhibit "E"** attached hereto (the "West Property") for drainage of the West Property onto and into the 38 acre lake, more or less on the TM Tract, subject to the terms and conditions provided below. Discharge shall be limited to the developed flows from the 14.5 acres of West Property land currently within the Clear Creek Watershed. Additional drainage for the West Property is provided by the Boulevard via three (3) E Inlets (the "Initial Boulevard West Connection") until the West Property is developed, at which time the Initial Boulevard West Connection will need to be converted to storm sewers with storm pipe tied in.

Section 1: Detention Facilities. On or before September 1, 2021 Taylor Morrison intends to construct detention facilities to accommodate its development on the TM Tract as depicted on **Exhibit "D"** attached hereto (the "Detention Facilities"), which Detention Facilities will provide approximately 158 acre-feet of capacity. Taylor Morrison hereby agrees that West shall be provided with up to thirty (30) acre-feet of capacity within such Detention Facilities so long as such excess capacity is available (it being agreed that the only way that such excess capacity would not be available would be if the City or some other governmental authority increase the required detention amounts so that the excess capacity falls below 30 acre-feet). At its option West and or its successors and assigns shall have access to the Detention Facilities for the West Property (the "West Property Storm Connection") via a twenty-five (25) foot wide storm sewer easement in the approximate location shown on **Exhibit "F"** attached hereto.

Section 2: Allocation of Costs. Taylor Morrison shall be responsible for paying all costs associated with the design, construction, and inspection of the Detention Facilities, except that West, or any future owner wishing to pursue it, shall pay for all costs associated with engineering and construction of the West Property Storm Connection and the conversion of the Initial Boulevard West Connection (which collects undeveloped storm water flows) into storm sewers at such time as the West Property is developed

Section 3: Maintenance Obligation. Once construction of the Detention Facilities has been completed and Taylor Morrison has accepted the Detention Facilities, Taylor Morrison shall have the sole obligation to continue to maintain the Detention Facilities or cause the homeowner's association created to serve the residential community served by the Detention Facilities (the "HOA") to maintain the Detention Facilities at no expense to West. Once the West Property Storm

Connection has been constructed, West shall be responsible for maintaining the West Property Storm Connection at no expense to Taylor Morrison or the HOA.

Section 4: Road Project Construction and Conveyance of Boulevard Parcel. The City agrees that in accordance with (i) the May 7, 2018 Agreement for Funding of Public Improvements and (ii) the May 7, 2018 Interlocal Contract between the City of Friendswood, Texas and the County of Galveston, the Boulevard shall be built under the same specifications and dimensions, as is the existing Friendswood Lakes Boulevard located in the West Ranch Subdivision. Taylor Morrison will be responsible for the construction of approximately two hundred ten feet (210') of the Boulevard being four (4) lanes from the easternmost terminus in lieu of their monetary contribution as provided for in the Agreement for Funding of Public Improvements. West agrees that, within thirty (30) days of execution of this Letter of Agreement, it shall convey the Boulevard Parcel to the City, Galveston County or such other governmental authority, as appropriate, by such deed or other conveyance document requested by the applicable governmental entity.

Section 5: Failure to Construct Detention Facilities. If Taylor Morrison fails to complete construction of the Detention Facilities on or before December 31, 2022, or if Taylor Morrison is unable to make available to West thirty (30) acre-feet of detention within the Detention Facilities, then Taylor Morrison agrees to pay to West the amount of \$ \$20,000.00 as consideration for the conveyance of the Boulevard Parcel.

Section 6: Default and Remedies. If either party fails to perform its obligations under this Letter Agreement, the other party shall have all rights and remedies available to it at law or in equity resulting from such default.

Section 7: Term. Unless terminated in writing by mutual agreement of Taylor Morrison, the City and West, this Letter Agreement shall continue in full force and effect from the date hereof until December 31, 2022.

Section 8: Notice. Any notice provided or permitted to be given under this Letter Agreement must be in writing and may be served by (a) depositing same in U.S. mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; or (b) by delivering the same in person to such party. Notice given by mail shall be effective three (3) days after deposit in the U.S. mail and notice delivered in person shall be effective upon receipt. For the purpose of notice, addresses of Taylor Morrison and West shall, until changed as hereinafter provided, be as follows:

Taylor Morrison: Taylor Morrison, Inc.
Attn: Mr. Bobby Skinner
2929 Briarpark Dr., Suite 400
Houston, TX 77042
Telephone: (281) 598-3040
Email: bskinner@taylormorrison.com

West: Stedman West Interests, Inc.
Attn: Mr. Wm. David Davas
1600 W. Loop South
Suite 2700
Houston, Texas 77027
Telephone: (713) 363-3003
Email: ddavas@stedmanwest.com

City: City of Friendswood
Attn: Mr. Morad Kabiri
910 S. Friendswood Dr.
Friendswood, TX 77546
Telephone: (281) 996-3250
Email: mkabiri@friendswood.com

Section 9: No Waiver. The failure of either party hereto to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Letter Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

This Letter Agreement constitutes the entire agreement by and between Taylor Morrison, the City and West with respect to the Boulevard Parcel and the Detention Facilities. Please indicate your acceptance of the terms and conditions set forth herein by executing a counterpart of this Letter Agreement where indicated below and returning it to Taylor Morrison. This Letter Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument.

[Signature pages follow this page.]

Very truly yours,

TAYLOR MORRISON OF TEXAS, INC.

DocuSigned by:
By: Robert Skinner
1F4E17823E6A4B8...

Name: Robert Skinner

Title: Authorized Agent

AGREED TO AND ACCEPTED THIS ____ DAY OF _____, 2020.

CITY OF FRIENDSWOOD

DocuSigned by:
By: Morad Kabiri
2498EBA30C15478...

Name: Morad Kabiri

Title: City Manager

AGREED TO AND ACCEPTED THIS 1 DAY OF JULY, 2020.

Wesley West Cattle, L.P.

By: Stuart W. Stedman

Name: Stuart W. Stedman

Sole Manager of Stedman West Land and
Title: Cattle Company LLC, General Partner

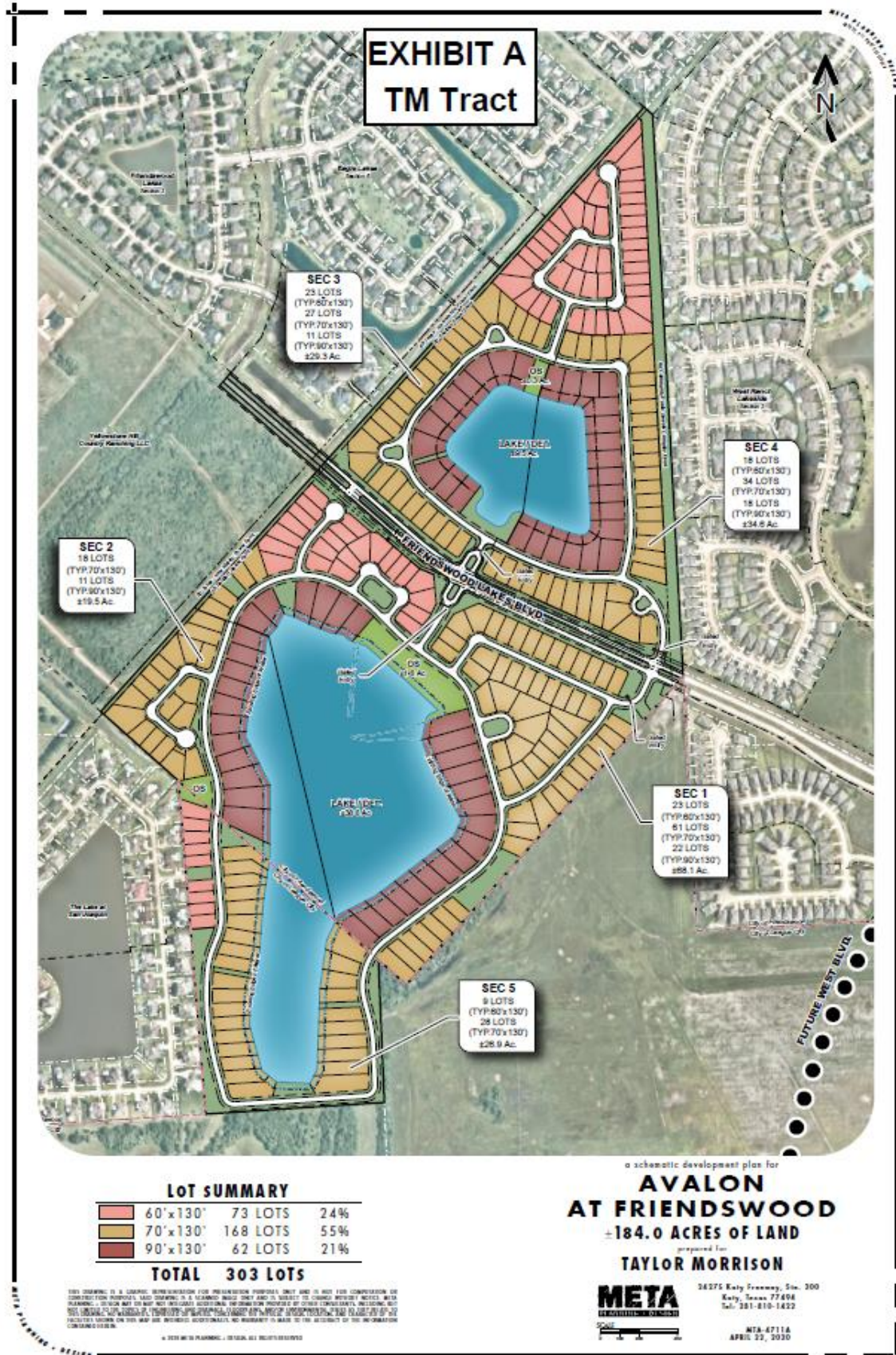
AGREED TO AND ACCEPTED THIS 1 DAY OF JULY, 2020.

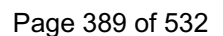
Wesley West Descendants Trust

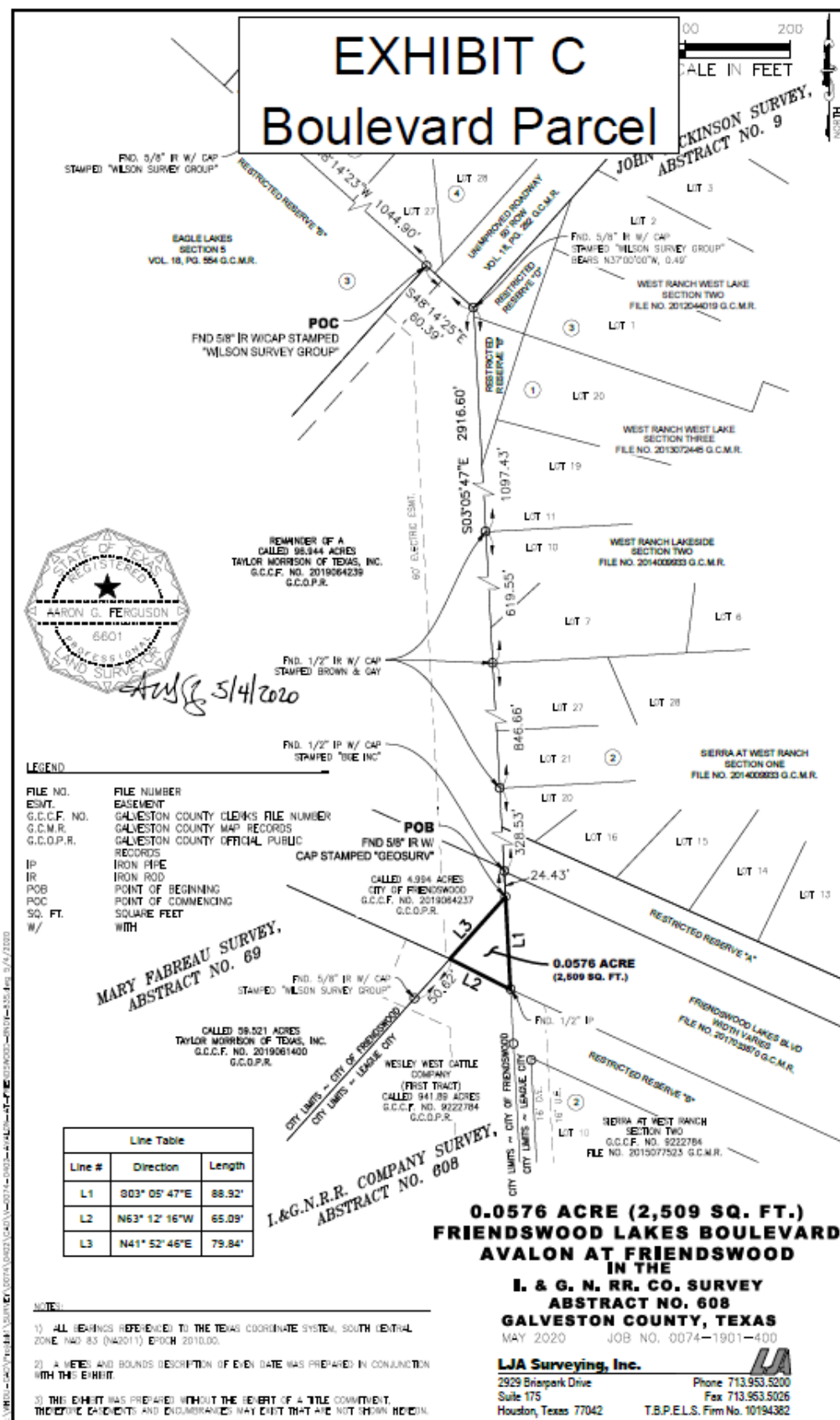
By: Stuart W. Stedman

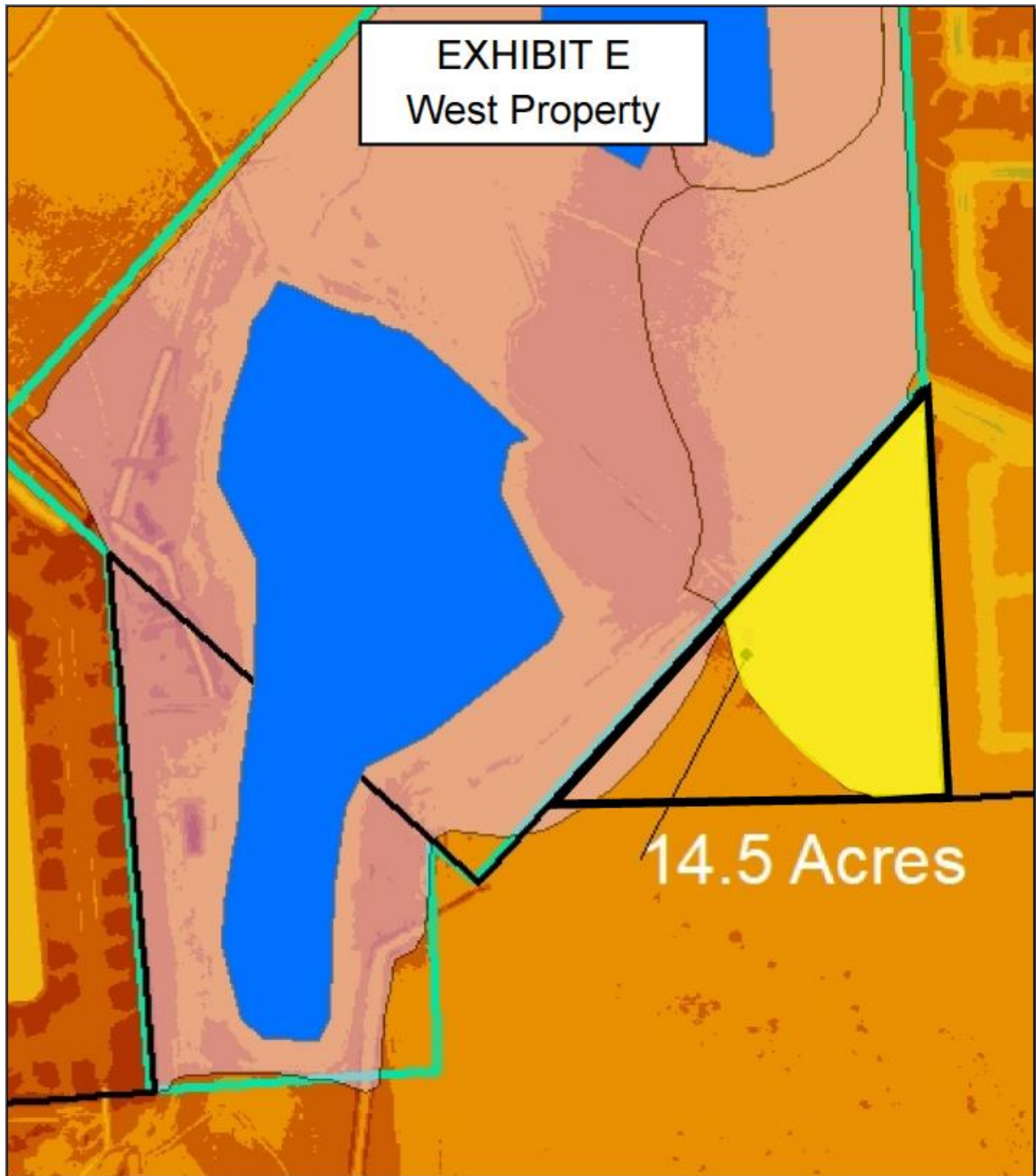
Name: Stuart W. Stedman

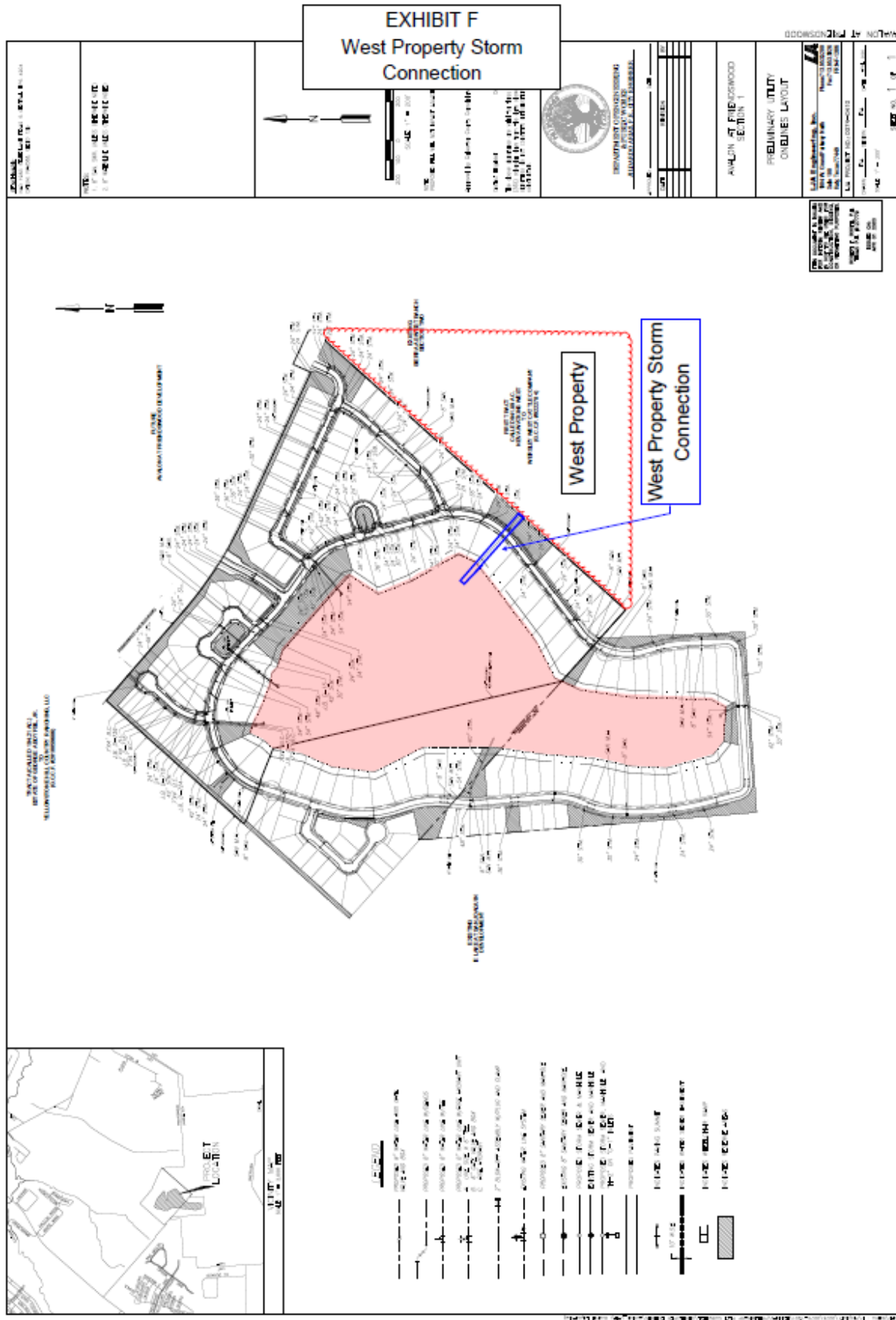
Title: Co-Trustee











Misty Moniot

From: Dave Davas
Sent: Tuesday, June 30, 2020 5:06 PM
To: Stuart W. Stedman; Misty Moniot
Subject: TM Letter Agreement for Detention and ROW
Attachments: TM Letter Agreement for Detention and ROW 6.24.20 (002) WDD - Commentspdf

Stuart,

Attached for your review and signature is the Letter Agreement between WWC, WWDT, TM and City of Friendswood for our donation of the parcel for Friendswood Lakes Blvd in exchange for us to receive an easement with the option to drain a portion of acreage into TM detention pond.

Misty, please set up for Stuart's e signature.

Stuart, please let me know if you have any questions.

Dave

2020-07-01 TM Letter Agreement for Detention and ROW 6.24.20 (002) WDD - Comments

Final Audit Report

2020-07-01

Created:	2020-07-01
By:	Misty Moniot (mmoniot@stedmanwest.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1_Oasz4DxV2OzcpzAPCrBLJmXVlb0mPI

"2020-07-01 TM Letter Agreement for Detention and ROW 6.24.20 (002) WDD - Comments" History

-  Document created by Misty Moniot (mmoniot@stedmanwest.com)
2020-07-01 - 2:04:11 PM GMT- IP address: 139.138.153.186
-  Document emailed to Stuart W. Stedman (swstedman@stedmanwest.com) for signature
2020-07-01 - 2:06:03 PM GMT
-  Email viewed by Stuart W. Stedman (swstedman@stedmanwest.com)
2020-07-01 - 2:15:44 PM GMT- IP address: 104.4.62.226
-  Document e-signed by Stuart W. Stedman (swstedman@stedmanwest.com)
Signature Date: 2020-07-01 - 2:17:03 PM GMT - Time Source: server- IP address: 104.4.62.226
-  Signed document emailed to Misty Moniot (mmoniot@stedmanwest.com) and Stuart W. Stedman (swstedman@stedmanwest.com)
2020-07-01 - 2:17:03 PM GMT

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Resolution No. R2020-20: A resolution of the City Council of the City of Friendswood, Texas, approving the Public Funds Management and Investment Policy.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The State of Texas Public Funds Investment Act requires that we review our Investment Policy annually and receive City Council approval. The Investment Committee met on July 20, 2020 and reviewed the City's Investment Policy. The Committee and Investment Officers proposed the following amendment of a name change for one of the qualified brokers authorized to engage in investment transactions with the City of Friendswood effective upon City Council approval.

Investment Committee members voted to accept the investment policy changes detailed below.

List of Authorized Depositories and Qualified Brokers Authorized to Engage in Investment Transactions with the City of Friendswood

- FTN Financial Securities Corporation name changed to FHN Financial Capital Markets

The City Attorney recommends the following change.

Section IX (E)

- Correction to change the word "Local" to "Texas" in reference to the Public Funds Investment Act being part of the Texas Government Code; not Local Government Code

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If the policy is not approved, the City will not be in compliance with the State of Texas Public Funds Investment Act.

RECOMMENDATIONS

Staff recommends approval of the Investment Policy.

ATTACHMENTS

1. R2020-20 Investment Policy - (Final)

2. R2020-20 Investment Policy - (Red-lined)

RESOLUTION NO. R2020-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, APPROVING THE PUBLIC
FUNDS MANAGEMENT AND INVESTMENT POLICY.**

* * * * *

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

Section 1. The City Council has reviewed the Public Funds Management and Investment Policy attached hereto and made a part hereof for all purposes be, and it is hereby, approved as the Official Public Funds Management and Investment Policy of the City of Friendswood, Texas. The Policy shall record any changes made to the Policy previously adopted.

Section 2. The City Secretary is hereby directed to place on said Investment Policy an endorsement, which shall be signed by the City Secretary, which shall read as follows:

“The Investment Policy of the City of Friendswood, Texas,
approved by City Council the 3rd day of August 2020”

Such Investment Policy, as thus endorsed, shall be kept on file in the office of the City Secretary as a public record.

PASSED, APPROVED, AND RESOLVED, this the 3rd day of August 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

CITY OF FRIENDSWOOD, TEXAS

INVESTMENT POLICY

August 3, 2020

I. **Policy** - It is the policy of the City of Friendswood that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines. The City's portfolio shall be designed and managed in a manner responsive to the highest public trust and consistent with this policy. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. This policy will adopt passive investment strategies designed to minimize administrative expenses while obtaining market-average rates of return and incurring minimal risks. It is the intent of the City to be in complete compliance with local law and the Texas Public Funds Investment Act.

II. **Scope** - This investment policy applies to all financial assets and funds placed for investment by the City. The City commingles its funds for investment purposes for efficiency and investment opportunity. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

General Fund
Special Revenue Funds
Debt Service Funds
Enterprise Funds
Trust and Agency Funds

And any new funds created by the City, unless specifically exempted by the City Council and this policy.

Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation.

III. **Objectives** - The investment policy of the City shall be governed by these primary objectives: safety, liquidity and yield. The suitability of each investment decision will be made on the basis of these objectives.

A. **Safety** - The foremost objective of the investment program shall be to assure the safety of the invested funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital while minimizing credit rate and interest rate risk. Investment for speculation purposes is prohibited.

1. **Credit Risk and Concentration of Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer.
2. **Interest Rate Risk** – The city will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates.
3. **Collateralization** – The City requires collateralization of all uninsured collected balances of invested funds and any accrued interest on funds invested; acceptance, substitution, release and valuation of collateral for City investments shall be in accordance with the Public Funds Collateral Act, Chapter 2257, Texas Government Code.

B. Liquidity - Funds will be invested with maturities necessary to maintain sufficient liquidity to provide adequate and timely working funds.

C. Yield – Return on investment is of least importance compared to the safety and liquidity objectives described above.

IV. Legal Limitations, Responsibilities and Investment Authority - Authority and parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “Act”).

The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in investment pools established thereunder. That statute and reference to authorized investment in investment pools in the Act, is primary authority for use of investment pools by political subdivisions of the State of Texas.

V. Delegation of Investment Authority - The Director of Administrative Services is designated as the Investment Officer of the City and is responsible for the implementation of these policies, and for assuring that investment management decisions and activities fully comply herewith. The Investment Officer shall develop and maintain administrative procedures for the operation of the investment program, which are in strict accordance with this investment policy, as approved by the City Council. The Investment Officer and Liaison/Deputy Investment Officer shall comply with training requirements of the Public Funds Investment Act (PFIA). Investment Officer(s) must obtain 10 hours of PFIA training within 12 months of assuming investment responsibilities and 8 hours of PFIA training every two years thereafter. The investment training session shall be provided by an independent source approved by the City Council or Investment Committee. An “independent source” from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other

sponsor, other than a Business Organization with whom the City may engage in an investment transaction. The Deputy Director of Administrative Services – Finance shall serve as designated liaison/deputy investment officer in the event circumstances require timely action and the Investment Officer is not available. However, no officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approved by the City Manager.

VI. **Standards of Care - To be observed.**

As fiduciaries of the City's assets, City Council retains ultimate responsibility of the investment portfolio.

A. **Prudence** The standard of prudence used by the City of Friendswood shall be the "Prudent Person Rule" and shall be applied in the context of managing the overall portfolio. This standard states: "the person designated as Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds under the City's control, over which the officer had responsibility; and
2. Whether the investment decision was consistent with the written investment policy of the City.

B. **Ethics** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose, in writing, to the Texas Ethics Commission and the City's governing body, any material interests, including personal business relationships, with any financial institution with which it is proposed that the City conduct business. For the purposes of this section, an investment officer has a personal business relationship with a business organization if: (1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization; (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer. In accordance with Texas Government Code 573 and for the purposes of this section, if Investment Officer(s) is related within the second degree by affinity or consanguinity to an individual seeking to transact investment business with the City, the Investment Officer(s) will file a disclosure statement of this fact in writing with the Texas Ethics Commission and the City's governing body.

C. **Liquidity** - To meet the investment objectives of the City, the maturity of investments shall be targeted to coincide with the cash flow needs of the City. Funds of the City shall be invested in instruments whose maturities do not exceed approved periods as determined by their policy. Unless matched to a specific requirement, the Investment Officer may not invest more than 30% of the portfolio for a period greater than two (2) years. The Investment Officer may not invest in any portion of the portfolio for a period greater than three (3) years.

D. **Diversification** - The investment portfolio shall be diversified to minimize the risk of loss resulting from over-concentration of assets in a specific maturity, specific issuer or specific class of securities. Nevertheless, the City recognizes that in a diversified portfolio, occasional measured interest losses are inevitable, and must be considered within the context of the overall portfolio's investment return. At a minimum, diversification standards by security type and issuer shall be:

<u>Security Type</u>	<u>Maximum % of Portfolio</u>
U.S. Treasuries & securities with the U.S. Government's guarantee	Not To Exceed 75%
U.S. Government Agencies and instrumentalities	Not To Exceed 75%
Certificates of Deposit	Not To Exceed 75%
Money Market Funds	Not To Exceed 30%
Local Government Investment Pools	Not To Exceed 75%*
*(No more than 50% shall be invested in any single pool.)	

E. **Yield** - The core of investments shall be limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The earnings from investments shall be used in a manner that best serves the public trust and interests of the City in compliance with applicable covenants or other legal restrictions.

F. **Safekeeping and Custody** - To protect against potential fraud and embezzlement, the cash and investments of the City of Friendswood shall be secured by the City, or through third party custody and safekeeping procedures as herein designated. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, description, maturity, CUSIP number, yield and/or coupon and other pertinent information. Each safekeeping receipt shall clearly indicate that the instrument is held for the City of Friendswood. All safekeeping arrangements shall be documented by the Investment Officer.

All investment transactions shall be executed on "delivery vs. payment"

basis to ensure that securities are deposited in the eligible financial institutions prior to the release of funds.

- VII. **Internal Controls** - The City Council shall establish an annual process of independent review by an external auditor. This review shall provide internal control by assuring compliance with policies and procedures. Compliance and management controls of the City's investment policy will be included in this annual review.
- VIII. **Investment Committee** - Upon adoption of this policy an Investment Committee shall be established. Members include three unpaid private sector financial professionals (example: banker, broker, CPA) appointed by the City Council to serve staggered three-year terms. The Investment Committee shall serve in an advisory capacity only. The Committee shall perform such duties assigned to it by this Policy and such other duties as may, from time to time, be assigned to it by the City Council.

The Investment Committee shall meet at least quarterly. It may meet more often as desired. Two members may request a meeting. Two members constitute a quorum.

The Investment Committee is charged with the duty of determining general investment strategies for the City and monitoring results. It shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification and maturity structure, potential risks to City funds, the target rate of return on the investment portfolio and annual review and approval of authorized depositories, brokers/dealers.

- IX. **Authorized Investments** - Specific security instruments are authorized under the provisions of the Public Funds Investment Act. The conservative philosophy employed by the City is to choose investments in a manner which ensures safety, while promoting diversity of market sector and maturity. The choice of high-grade government instruments is designed to provide for the safety of principal, return an acceptable yield and assure marketability. City funds may be invested only in the following:

A. Obligations of the U.S. Government, its agencies and instrumentalities and government sponsoring enterprises (GSEs), not to exceed three (3) years to stated maturities, excluding collateralized mortgage obligations (CMOs).

B. Certificates of deposit or other financial institution deposits issued by a depository institution that has its main office or a branch office in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor), or collateralized, in accordance with Section 2256.010, the Texas Government Code and Chapter 2257 the Public Funds Collateral Act, and not to exceed three (3) years to stated maturity. Both principal and interest earned on the investment will be guaranteed, insured or collateralized as stated.

C. No-load money market mutual funds that are registered and regulated by the Securities and Exchange Commission subject to the limitations contained in Section 2256.014, Texas Government Code.

D. Local Government Investment Pools, such as TexPool Investment Pool (TexPool), Lone Star Investment Pool (LSIP) and Texas CLASS investment pool, provided such pools comply with Chapter 2256, Sections .016, .017, .018,.019 and .0204, Texas Government Code.

E. Commercial Paper in accordance with Section 2256.013, of the Texas Government Code. The stated maturity must be 365 days or fewer from the date of its issuance, rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one national recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized an existing under the laws of the United State or any state.

- X. **Loss of Required Minimum Rating** – Rating status of investments of the City’s portfolio will be reviewed quarterly by the Investment Officer(s). All prudent measures, consistent with the City’s investment policy, will be exercised to liquidate investments downgraded below the A-1 or P-1 required by this policy.
- XI. **Existing Investment Exemption** – The City is not required to liquidate an investment which was an authorized investment type at the time of purchase.
- XII. **Authorized Financial Dealers and Institutions** - The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list shall also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements, proof of registration with Financial Industry Regulatory Authority (FINRA) and proof of state registration.

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the City. For purposes of this subsection, “a business organization includes investment pools. The qualified representative of the business organization offering to engage in an investment transaction with” the City “shall execute a written instrument” (Exhibit “A”) “to the effect that the business organization has: (1) received and reviewed the investment policy of the City; and (2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between” the City “and the organization that are not authorized by” the City’s “investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City’s “entire portfolio or requires an interpretation of subjective investment standards.”

- XIII. **Competitive Bidding Requirement** - Securities and certificates of deposits may be purchased or sold only after a reasonable review of the offers/bids, to verify that the City

is receiving fair market value/price for the investment. At least three (3) competitive offers/bids must be obtained prior to purchase or sell of securities and certificates of deposits. Comparison of investment pools will occur to confirm that the City receives fair market value/return on investments.

- XIV. **Methods to Monitor the Market Price of Investments** - The market price of investments acquired with public funds will be monitored through one of the following methods: (1) accessing financial information provided by the safekeeping custodian via communication software; (2) obtaining pricing information as provided in financial publications, such as the Wall Street Journal; and (3) obtaining pricing information from qualified broker/dealers or financial institution representatives. Market value of the City's investments will be reviewed and calculated on a monthly basis. The quarterly investment report will include the market value of the portfolio.
- XV. **Reporting** - The Investment Officer shall prepare and submit to the City Manager and City Council a quarterly report of investment transactions for all funds of the City. Quarterly investment reports will be reviewed annually by an independent auditor. The report shall include all information as required by Section 2256.023 of the Act.
- XVI. **Limitation of Personal Liability** - The Investment Officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.
- XVII. **Investment Strategy** - The City of Friendswood shall maintain a portfolio which involves investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolio. The objectives of each fund group must be considered in context of the structure of the overall portfolio.
- A. **Operating Funds** - Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other.
- B. **Capital and Special Projects Funds** - Primary strategy for these fund types is to assure that anticipated cash requirements are matched to ensure adequate liquidity at the time of payment. A portion of investments (at least 10%) should be highly liquid to allow for flexibility and unanticipated project outlays. The stated final maturity date of any security held should not exceed the estimated project completion date.

C. **Debt Service Fund** – In accordance with Section 2256.0208, investment strategies for debt service funds will have as their primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date.

D. **Overall Short-term Strategy** - The City uses a consolidated cash system for cash and investments where cash is commingled and ownership tracked by equity accounts. From this a considerable amount is available for investment in highly liquid local government investment pools. Interest earnings are apportioned back based on equity in the pool. Use of the pool enables short-term interfund borrowing during the course of the year using “due-to/due-from” accounting methodology. This gives considerable flexibility to the immediate cash needs of an individual fund. In addition, the City’s portfolio will have a maximum dollar-weighted average maturity of 3 years or less based on the stated maturity date (if applicable) of each investment.

E. **Bond Proceeds** - Exclusive of all other City investments, up to 100% of the proceeds from a bond sale may be invested in a separate pooled (LGIP) account, and are not subject to the liquidity and diversification limitations found elsewhere in this policy.

F. **Performance Benchmarks** – Comparative data such as coupon rates, market price, market value, interest rates and rating agencies will be used to gauge performance of the City’s investment portfolio.

XVIII. **Intent** - It is the stated intent of this Policy to adhere by and to be in conformance with the statute known as the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended by House Bill 2799 enacted by the 75th Texas Legislature. Specific interpretation of a section contrary to this intent shall not void the remaining Policy.

XIX. **Adoption** - This Investment Policy shall be formally adopted by Resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and City Council.

Exhibit A

TEXAS PUBLIC FUNDS INVESTMENT ACT

CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the City of Friendswood (the Investor) and _____ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act), in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

The undersigned is a Qualified Representative of the Business Organization offering to enter in an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and

The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor; and

The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the City of Friendswood's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature: _____

Name: _____

Title: _____

Date: _____

LIST OF AUTHORIZED DEPOSITORIES AND QUALIFIED BROKERS
AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS
WITH THE CITY OF FRIENDSWOOD

1. BOK Financial Securities, Inc.
2. FHN Financial Capital Markets (formerly FTN Financial Securities Corporation)
3. Hilltop Securities
4. Wells Fargo Brokerage Services, LLC
5. Wells Fargo Bank
6. Lonestar Investment Pool
7. TexPool
8. Texas Class
9. Cantor Fitzgerald & Company

The above list of broker/dealers and financial institutions were approved by the Investment Committee at a regular meeting, and are qualified to engage in investment transactions with the City of Friendswood, as required by the Texas Public Funds Investment Act, Chapter 2256, Section .025.

Name: Katina Hampton, Investment Officer

Date: August 3, 2020

RESOLUTION NO. R2020-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FRIENDSWOOD, TEXAS, APPROVING THE PUBLIC
FUNDS MANAGEMENT AND INVESTMENT POLICY.**

* * * * *

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

Section 1. The City Council has reviewed the Public Funds Management and Investment Policy attached hereto and made a part hereof for all purposes be, and it is hereby, approved as the Official Public Funds Management and Investment Policy of the City of Friendswood, Texas. The Policy shall record any changes made to the Policy previously adopted.

Section 2. The City Secretary is hereby directed to place on said Investment Policy an endorsement, which shall be signed by the City Secretary, which shall read as follows:

“The Investment Policy of the City of Friendswood, Texas,
approved by City Council the 3rd day of August 2020”

Such Investment Policy, as thus endorsed, shall be kept on file in the office of the City Secretary as a public record.

PASSED, APPROVED, AND RESOLVED, this the 3rd day of August 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

CITY OF FRIENDSWOOD, TEXAS

INVESTMENT POLICY

August 3, 2020

- I. **Policy** - It is the policy of the City of Friendswood that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines. The City's portfolio shall be designed and managed in a manner responsive to the highest public trust and consistent with this policy. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. This policy will adopt passive investment strategies designed to minimize administrative expenses while obtaining market-average rates of return and incurring minimal risks. It is the intent of the City to be in complete compliance with local law and the Texas Public Funds Investment Act.
- II. **Scope** - This investment policy applies to all financial assets and funds placed for investment by the City. The City commingles its funds for investment purposes for efficiency and investment opportunity. These funds are defined in the City's Comprehensive Annual Financial Report (CAFR) and include:

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Debt Service Funds
Enterprise Funds
Trust and Agency Funds

And any new funds created by the City, unless specifically exempted by the City Council and this policy.

Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation.

- III. **Objectives** - The investment policy of the City shall be governed by these primary objectives: safety, liquidity and yield. The suitability of each investment decision will be made on the basis of these objectives.
- A. **Safety** - The foremost objective of the investment program shall be to assure the safety of the invested funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital while minimizing credit rate and interest rate risk. Investment for speculation purposes is prohibited.

1. **Credit Risk and Concentration of Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer.
2. **Interest Rate Risk** – The city will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates.
3. **Collateralization** – The City requires collateralization of all uninsured collected balances of invested funds and any accrued interest on funds invested; acceptance, substitution, release and valuation of collateral for City investments shall be in accordance with the Public Funds Collateral Act, Chapter 2257, Texas Government Code.

B. Liquidity - Funds will be invested with maturities necessary to maintain sufficient liquidity to provide adequate and timely working funds.

C. Yield – Return on investment is of least importance compared to the safety and liquidity objectives described above.

IV. Legal Limitations, Responsibilities and Investment Authority - Authority and parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “Act”).

The Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments in Texas to participate in investment pools established thereunder. That statute and reference to authorized investment in investment pools in the Act, is primary authority for use of investment pools by political subdivisions of the State of Texas.

V. Delegation of Investment Authority - The Director of Administrative Services is designated as the Investment Officer of the City and is responsible for the implementation of these policies, and for assuring that investment management decisions and activities fully comply herewith. The Investment Officer shall develop and maintain administrative procedures for the operation of the investment program, which are in strict accordance with this investment policy, as approved by the City Council. The Investment Officer and Liaison/Deputy Investment Officer shall comply with training requirements of the Public Funds Investment Act (PFIA). Investment Officer(s) must obtain 10 hours of PFIA training within 12 months of assuming investment responsibilities and 8 hours of PFIA training every two years thereafter. The investment training session shall be provided by an independent source approved by the City Council or Investment Committee. An “independent source” from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other

sponsor, other than a Business Organization with whom the City may engage in an investment transaction. The Deputy Director of Administrative Services – Finance shall serve as designated liaison/deputy investment officer in the event circumstances require timely action and the Investment Officer is not available. However, no officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approved by the City Manager.

VI. **Standards of Care - To be observed.**

As fiduciaries of the City's assets, City Council retains ultimate responsibility of the investment portfolio.

A. **Prudence** The standard of prudence used by the City of Friendswood shall be the "Prudent Person Rule" and shall be applied in the context of managing the overall portfolio. This standard states: "the person designated as Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds under the City's control, over which the officer had responsibility; and
2. Whether the investment decision was consistent with the written investment policy of the City.

B. **Ethics** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose, in writing, to the Texas Ethics Commission and the City's governing body, any material interests, including personal business relationships, with any financial institution with which it is proposed that the City conduct business. For the purposes of this section, an investment officer has a personal business relationship with a business organization if: (1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization; (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer. In accordance with Texas Government Code 573 and for the purposes of this section, if Investment Officer(s) is related within the second degree by affinity or consanguinity to an individual seeking to transact investment business with the City, the Investment Officer(s) will file a disclosure statement of this fact

in writing with the Texas Ethics Commission and the City's governing body.

C. **Liquidity** - To meet the investment objectives of the City, the maturity of investments shall be targeted to coincide with the cash flow needs of the City. Funds of the City shall be invested in instruments whose maturities do not exceed approved periods as determined by their policy. Unless matched to a specific requirement, the Investment Officer may not invest more than 30% of the portfolio for a period greater than two (2) years. The Investment Officer may not invest in any portion of the portfolio for a period greater than three (3) years.

D. **Diversification** - The investment portfolio shall be diversified to minimize the risk of loss resulting from over-concentration of assets in a specific maturity, specific issuer or specific class of securities. Nevertheless, the City recognizes that in a diversified portfolio, occasional measured interest losses are inevitable, and must be considered within the context of the overall portfolio's investment return. At a minimum, diversification standards by security type and issuer shall be:

<u>Security Type</u>	<u>Maximum % of Portfolio</u>
U.S. Treasuries & securities with the U.S. Government's guarantee	Not To Exceed 75%
U.S. Government Agencies and instrumentalities	Not To Exceed 75%
Certificates of Deposit	Not To Exceed 75%
Money Market Funds	Not To Exceed 30%
Local Government Investment Pools	Not To Exceed 75%*
*(No more than 50% shall be invested in any single pool.)	

E. **Yield** - The core of investments shall be limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The earnings from investments shall be used in a manner that best serves the public trust and interests of the City in compliance with applicable covenants or other legal restrictions.

F. **Safekeeping and Custody** - To protect against potential fraud and embezzlement, the cash and investments of the City of Friendswood shall be secured by the City, or through third party custody and safekeeping procedures as herein designated. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, description, maturity, CUSIP number, yield and/or coupon and other pertinent information. Each safekeeping receipt shall clearly indicate that the instrument is held for the City of Friendswood. All safekeeping arrangements shall be documented by the Investment Officer.

All investment transactions shall be executed on “delivery vs. payment” basis to ensure that securities are deposited in the eligible financial institutions prior to the release of funds.

- VII. **Internal Controls** - The City Council shall establish an annual process of independent review by an external auditor. This review shall provide internal control by assuring compliance with policies and procedures. Compliance and management controls of the City’s investment policy will be included in this annual review.
- VIII. **Investment Committee** - Upon adoption of this policy an Investment Committee shall be established. Members include three unpaid private sector financial professionals (example: banker, broker, CPA) appointed by the City Council to serve staggered three-year terms. The Investment Committee shall serve in an advisory capacity only. The Committee shall perform such duties assigned to it by this Policy and such other duties as may, from time to time, be assigned to it by the City Council.

The Investment Committee shall meet at least quarterly. It may meet more often as desired. Two members may request a meeting. Two members constitute a quorum.

The Investment Committee is charged with the duty of determining general investment strategies for the City and monitoring results. It shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification and maturity structure, potential risks to City funds, the target rate of return on the investment portfolio and annual review and approval of authorized depositories, brokers/dealers.

- IX. **Authorized Investments** - Specific security instruments are authorized under the provisions of the Public Funds Investment Act. The conservative philosophy employed by the City is to choose investments in a manner which ensures safety, while promoting diversity of market sector and maturity. The choice of high-grade government instruments is designed to provide for the safety of principal, return an acceptable yield and assure marketability. City funds may be invested only in the following:

A. Obligations of the U.S. Government, its agencies and instrumentalities and government sponsoring enterprises (GSEs), not to exceed three (3) years to stated maturities, excluding collateralized mortgage obligations (CMOs).

B. Certificates of deposit or other financial institution deposits issued by a depository institution that has its main office or a branch office in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor), or collateralized, in accordance with Section 2256.010, the Texas Government Code and Chapter 2257 the Public Funds Collateral Act, and not to exceed three (3) years to stated maturity. Both principal and interest earned on the investment will be guaranteed, insured or collateralized as stated.

C. No-load money market mutual funds that are registered and regulated by the Securities and Exchange Commission subject to the limitations contained in

Section 2256.014, Texas Government Code.

D. Local Government Investment Pools, such as TexPool Investment Pool (TexPool), Lone Star Investment Pool (LSIP) and Texas CLASS investment pool, provided such pools comply with Chapter 2256, Sections .016, .017, .018,.019 and .0204, Texas Government Code.

E. Commercial Paper in accordance with Section 2256.013, of the ~~Local~~ Texas Government Code. The stated maturity must be 365 days or fewer from the date of its issuance, rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one national recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized an existing under the laws of the United State or any state.

- X. **Loss of Required Minimum Rating** – Rating status of investments of the City’s portfolio will be reviewed quarterly by the Investment Officer(s). All prudent measures, consistent with the City’s investment policy, will be exercised to liquidate investments downgraded below the A-1 or P-1 required by this policy.
- XI. **Existing Investment Exemption** – The City is not required to liquidate an investment which was an authorized investment type at the time of purchase.
- XII. **Authorized Financial Dealers and Institutions** - The Investment Officer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list shall also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements, proof of registration with Financial Industry Regulatory Authority (FINRA) and proof of state registration.

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the City. For purposes of this subsection, “a business organization includes investment pools. The qualified representative of the business organization offering to engage in an investment transaction with” the City “shall execute a written instrument” (Exhibit “A”) “to the effect that the business organization has: (1) received and reviewed the investment policy of the City; and (2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between” the City “and the organization that are not authorized by” the City’s “investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City’s “entire portfolio or requires an interpretation of subjective investment standards.”

- XIII. **Competitive Bidding Requirement** - Securities and certificates of deposits may be purchased or sold only after a reasonable review of the offers/bids, to verify that the City is receiving fair market value/price for the investment. At least three (3) competitive offers/bids must be obtained prior to purchase or sell of securities and certificates of deposits. Comparison of investment pools will occur to confirm that the City receives fair market value/return on investments.
- XIV. **Methods to Monitor the Market Price of Investments** - The market price of investments acquired with public funds will be monitored through one of the following methods: (1) accessing financial information provided by the safekeeping custodian via communication software; (2) obtaining pricing information as provided in financial publications, such as the Wall Street Journal; and (3) obtaining pricing information from qualified broker/dealers or financial institution representatives. Market value of the City's investments will be reviewed and calculated on a monthly basis. The quarterly investment report will include the market value of the portfolio.
- XV. **Reporting** - The Investment Officer shall prepare and submit to the City Manager and City Council a quarterly report of investment transactions for all funds of the City. Quarterly investment reports will be reviewed annually by an independent auditor. The report shall include all information as required by Section 2256.023 of the Act.
- XVI. **Limitation of Personal Liability** - The Investment Officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.
- XVII. **Investment Strategy** - The City of Friendswood shall maintain a portfolio which involves investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolio. The objectives of each fund group must be considered in context of the structure of the overall portfolio.
- A. **Operating Funds** - Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other.
- B. **Capital and Special Projects Funds** - Primary strategy for these fund types is to assure that anticipated cash requirements are matched to ensure adequate liquidity at the time of payment. A portion of investments (at least 10%) should be highly liquid to allow for flexibility and unanticipated project outlays. The stated

final maturity date of any security held should not exceed the estimated project completion date.

C. **Debt Service Fund** – In accordance with Section 2256.0208, investment strategies for debt service funds will have as their primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date.

D. **Overall Short-term Strategy** - The City uses a consolidated cash system for cash and investments where cash is commingled and ownership tracked by equity accounts. From this a considerable amount is available for investment in highly liquid local government investment pools. Interest earnings are apportioned back based on equity in the pool. Use of the pool enables short-term interfund borrowing during the course of the year using “due-to/due-from” accounting methodology. This gives considerable flexibility to the immediate cash needs of an individual fund. In addition, the City’s portfolio will have a maximum dollar-weighted average maturity of 3 years or less based on the stated maturity date (if applicable) of each investment.

E. **Bond Proceeds** - Exclusive of all other City investments, up to 100% of the proceeds from a bond sale may be invested in a separate pooled (LGIP) account, and are not subject to the liquidity and diversification limitations found elsewhere in this policy.

F. **Performance Benchmarks** – Comparative data such as coupon rates, market price, market value, interest rates and rating agencies will be used to gauge performance of the City’s investment portfolio.

XVIII. **Intent** - It is the stated intent of this Policy to adhere by and to be in conformance with the statute known as the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended by House Bill 2799 enacted by the 75th Texas Legislature. Specific interpretation of a section contrary to this intent shall not void the remaining Policy.

XIX. **Adoption** - This Investment Policy shall be formally adopted by Resolution of the City Council. The Policy shall be reviewed on an annual basis by the City Manager and City Council.

Exhibit A

TEXAS PUBLIC FUNDS INVESTMENT ACT

CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the City of Friendswood (the Investor) and _____ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act), in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

The undersigned is a Qualified Representative of the Business Organization offering to enter in an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and

The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor; and

The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the City of Friendswood's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature: _____

Name: _____

Title: _____

Date: _____

LIST OF AUTHORIZED DEPOSITORIES AND QUALIFIED BROKERS
AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS
WITH THE CITY OF FRIENDSWOOD

1. BOK Financial Securities, Inc.
2. FHN Financial Capital Markets (formerly FTN Financial Securities Corporation)
3. Hilltop Securities
4. Wells Fargo Brokerage Services, LLC
5. Wells Fargo Bank
6. Lonestar Investment Pool
7. TexPool
8. Texas Class
9. Cantor Fitzgerald & Company

The above list of broker/dealers and financial institutions were approved by the Investment Committee at a regular meeting, and are qualified to engage in investment transactions with the City of Friendswood, as required by the Texas Public Funds Investment Act, Chapter 2256, Section .025.

Name: Katina Hampton, Investment Officer

Date: August 3, 2020

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 5/12/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-28: First and Final reading of an ordinance of the City Council of the City of Friendswood, Texas, calling for the holding of a Special Election on November 03, 2020, for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and making other provisions related to the subject.

Originating Department: City Secretary

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

This agenda item is to approve Ordinance 2020-28 which orders a Special Sales Tax Election for the purpose of reauthorizing the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets.

Due to the novel coronavirus (COVID-19), Governor Greg Abbott authorized all political subdivisions holding General or Special Elections on May 2, 2020, to postpone their election to the November 3, 2020, uniform election date. A postponement of an election required the governing body of that political subdivision to take official action for such a change to be effective, which was done by Council at the April 6, 2020, Council Meeting.

It is necessary now to order the Special Sales Tax Election for November 3, 2020.

Due to election law, the city will be required to contract with Galveston County AND Harris County for election services for this election.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The registered voters will participate in the electoral process.

RECOMMENDATIONS

Consider the ordinance ordering the Special Sales Tax Election.

ATTACHMENTS

1. Ord 2020-28 Ordering Special Election to Reauthorize Street Maintenance Sales and Use Tax
2. Ord 2020-28 Exhibit A

3. Ord 2020-28 Exhibit B

ORDINANCE NO. T2020-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, CALLING FOR THE HOLDING OF A SPECIAL ELECTION ON NOVEMBER 03, 2020, FOR THE PURPOSE OF REAUTHORIZING THE LOCAL SALES AND USE TAX AT THE RATE OF THREE-EIGHTHS (3/8) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, on February 3, 2020, the City Council of the City of Friendswood adopted Ordinance No. 2020-07 calling a special election to be held on May 2, 2020, for the purpose of submitting a proposition pertaining to the reauthorization of the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and;

WHEREAS, on March 13, 2020, Governor Abbott declared a State of Disaster to address the COVID-19 pandemic; and

WHEREAS, on March 18, 2020, Governor Abbott issued a Proclamation suspending Sections 41.0052(a) and (b) of the Texas Election Code to allow political subdivisions of the State that would otherwise hold elections on May 2, 2020, to postpone elections to the next uniform election date, November 3, 2020; and

WHEREAS, on April 6, 2020, the City Council of the City of Friendswood adopted Ordinance No. 2020-21 postponing the special election to November 3, 2020; and

WHEREAS, pursuant to Section 327.007 of the Texas Tax Code, the City Council of the City of Friendswood is authorized and hereby finds and determines that it is appropriate, advisable and in the best interest of the citizens of the City to hold a special election in the City for the purpose of submitting a proposition pertaining to the reauthorization of the local sales and use tax

at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and

WHEREAS, the Friendswood City Council deems that in accordance with the laws of the State of Texas, a Special Election should occur on November 3, 2020; and

WHEREAS, the laws of the State of Texas further provide that the Texas Election Code (“Code”) is applicable to all municipal elections and in order to comply with said Code, an ordinance should be passed establishing the procedures to be followed for the November 3, 2020, special election;

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

Section 1. Special Election; Proposition. In accordance with the general laws and the Constitution of the State of Texas, a Special Municipal Election is hereby called and ordered to be held in and throughout the City of Friendswood on November 3, 2020, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m. at which Special Election, all resident, qualified voters of the City of Friendswood, Texas (the “City”) who reside in either Galveston County or Harris County, may vote on a proposition to reauthorize the local sales and use tax at the rate of three-eighths (3/8) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets;

Section 2. Ballot Proposition. The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote “FOR” or “AGAINST” the proposition, with the ballots to contain such provisions and language required by Texas Tax Code Section 327.007, and with such proposition to be expressed as follows:

FOR	()	The reauthorization of the local sales and use tax in the City of
AGAINST	()	Friendswood, Texas at the rate of three-eighths (3/8) of one percent (1%)
		to continue providing revenue for maintenance and repair of municipal
		streets. The tax expires on the fourth anniversary of the date of this election
		unless the imposition of the tax is reauthorized.

Section 3. Determination of Ballots. If the greater number of votes are “FOR”, the tax is reauthorized, and if the greater number of votes are “AGAINST”, the tax is not reauthorized.

Section 4. Persons Qualified to Vote. All resident, qualified electors of the City shall be eligible to vote at the Special Election.

Section 5. Election Locations and Voting Hours on Election Day. The voting locations and hours for voting on Election Day shall be available for City residents of Galveston County and Harris County at all locations and times established by the Galveston County Clerk, pursuant to the Galveston County Election Services Agreement and as established by the Harris County Clerk pursuant to the Harris County Election Services Agreement, as set forth in Exhibit A hereto. Exhibit A shall be automatically modified by the City Secretary without further action of the Council to include additional or different Election Day polling places designated by the respective County and/or the Election Administrator, and to conform to the Galveston County Election Services Agreement and the Harris County Election Services Agreement, as applicable; the notices of the Election shall be conformed to such final list. Each polling place shall be open from 7:00 a.m. to 7:00 p.m. on Election Day.

Section 6. Early Voting. Early voting by personal appearance shall be available for City residents of Galveston County and Harris County at all locations and times established by the Galveston County Clerk pursuant to the Galveston County Election Services Agreement and as established by the Harris County Clerk pursuant to the Harris County Election Services Agreement, as set forth in Exhibit B hereto. Exhibit B shall be automatically modified by the City Secretary without further action of the Council to include additional or different early voting polling places and times designated by the respective Counties, and to conform to the respective Election Services Agreement; the notices of the Election shall be conformed to such final lists provided to the City by the respective Counties and/or the respective Election Administrator.

Section 7. Galveston County Early Voting Clerk and Application for Ballot. The Early Voting Clerk for voting for Galveston County residents of the City shall be Dwight D. Sullivan, Galveston County Clerk and Galveston County Election Officer. Applications for early voting for Galveston County residents of the City should be requested as follows:

By Regular Mail	By Fax ⁽¹⁾	By Common or Contract Carrier
ATTN: Ballots by Mail c/o Dwight Sullivan Galveston County Clerk P. O. Box 17253 Galveston, TX 77552-7253	(409) 765-3249	Galveston County Courthouse Dwight D. Sullivan Galveston County Clerk Elections Division 600 59 th St., 2 nd Floor, Suite 2001 Galveston, TX 77551
By email ⁽¹⁾ : absenteeballotapplications@co.galveston.tx.us		

⁽¹⁾ If an application is sent to the early voting clerk by fax or email, the original application must still be mailed, and received by the early voting clerk no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA, to the address shown above for Regular Mail.

Section 8. Harris County Early Voting Clerk and Application for Ballot. The Early Voting Clerk for voting for Harris County residents of the City shall be Chris Hollins, Harris County Clerk and Harris County Election Administrator. Applications for early voting for Harris County residents of the City should be requested as follows:

By Regular Mail	By Fax ⁽¹⁾	By Common or Contract Carrier
Chris Hollins Harris County Clerk Attn: Elections Division P.O. Box 1148 Houston, TX 77251-1148	(713) 755-4983 or (713) 437-8683	Chris Hollins Harris County Clerk 1001 Preston 4th Floor, Room 440 Houston, TX 77002
By email ⁽¹⁾ : BBM@cco.hctx.net		

⁽¹⁾ If an application is sent to the early voting clerk by fax or email, the original application must still be mailed, and received by the early voting clerk no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA, to the address shown above for Regular Mail.

Section 9. Deadline for Applications by Mail or Fax. The last day to submit an application for a ballot to the respective Early Voting Clerk to be voted by mail (a) by personal delivery is October 16, 2020, and (b) by mail is the close of business on October 23, 2020.

Section 10. Right to Vote. All resident, qualified electors of the City shall be entitled to vote at the Election.

Section 11. Appointment of Election Officials; Establishment of Central Counting

Station. The election judges, alternate judges, clerks, members of the early voting ballot board, the central counting station officials, and other personnel necessary for conducting the Election shall be appointed, election judges and alternate judges may be changed, polling places may be combined for some precincts, and the central counting station shall be established and staffed by Galveston and Harris County, as provided in the Election Services Agreements with each county, and such actions are hereby approved. Further, the City Council hereby authorizes the City Secretary to appoint any such other officials not designated herein or appointed pursuant to the Contract for Election Services as are necessary and appropriate to conduct the Election in accordance with the Code. The central counting stations to receive and tabulate votes shall be at the locations designated by Galveston County and Harris County.

Section 12. Notice. Notice of the election ordered herein shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code.

Section 13. Canvass. City Council, as the canvassing authority of this election, shall canvass the returns at a scheduled meeting to be held on Tuesday, November 17, 2020, at 6:30 p.m. At the completion of the canvass, the Mayor shall deliver the returns and tally lists used in the canvass to the City Secretary; and the City Secretary shall preserve them for a period in accordance with law.

Section 14. It is hereby further found and determined that the City Secretary posted written notice of the date, place and subject of the meeting at which this ordinance was introduced and passed on the bulletin board located at City Hall, a place convenient and readily accessible to the general public, and such notice having been so posted and remaining posted continuously for at least seventy-two (72) hours preceding the scheduled time of such meeting.

PASSED, APPROVED, AND ADOPTED ON FIRST AND FINAL READING AS PROVIDED IN SECTION 3.11(b) OF THE CITY CHARTER OF FRIENDSWOOD this 3rd day of August, 2020.

Mike Foreman

Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

Proposed-to be amended

EXHIBIT A

ELECTION DAY VOTING LOCATIONS, DATES AND HOURS

**November 3, 2020
Joint General Election
Election Day Voting Hours: 7 AM – 7 PM**

Election Day Voting Locations

Election Day Voting For City Voters Who Reside In Galveston County*

Galveston County utilizes countywide voting centers. City voters may vote at any of the following locations on Election Day:

Joe Faggard Community Center
1750 Highway 87
Crystal Beach, TX 77650

Rebecca Sealy Hospital
(1st floor Classroom)
404 8th St.
Galveston, TX 77555

Galveston County Courthouse
(Commissioner's Court)
722 Moody Ave.
Galveston, Texas 77550

Moody Methodist Church
(Welcome Center)
2803 53rd St.
Galveston, TX 77551

Seaside Baptist Church
16534 Termini-San Luis Pass Rd
Jamaica Beach, TX 77554

MUD 12 Building
2929 HWY 6 Ste. 300
Bayou Vista, TX 77563

Greater St. Matthews Baptist Church - Foyer
6333 Highway 6
Hitchcock, TX 77563

West County Building - Courtroom
11730 Highway 6
Santa Fe, TX 77510

Carver Community Center
6415 Park Ave
Texas City, TX 77591

La Marque Community Room
1109 B Bayou Rd
La Marque, TX 77568

Calvary Baptist Church
517 18th Ave N
Texas City, TX 77590

Nessler Community Center
(Surf Room)
2010 5th Ave N
Texas City, TX 77590

Dickinson Community Center
2714 Highway 3
Dickinson, TX 77539

Galveston County Justice Center
(1st floor vending area)
600 59th Street
Galveston, TX 77551

Kemah Community Center
800 Harris
Kemah, TX 77565

High Island ISD
(Gym building, foyer)
2113 6th Street
High Island, TX 77623

Creekside Intermediate
4320 W. Main St

North County Annex
(Room 142)

League City, TX 77573

Galveston ISD Administration Bldg.
(Council Chambers)
3904 Avenue T
Galveston, TX 77551

Hitchcock ISD Administration Building
(Building B)
7801 Neville
Hitchcock, TX 77563

College of the Mainland Main Campus
1200 Amburn Road
Texas City, TX 77591

Texas City Central Fire Station
1721 25th Street
Texas City, TX 77590

Mid-County Building
9850 Emmett Lowry Expressway
Texas City, TX 77591

IBC Bank
(Conference Room)
2301 FM 646 W.
Dickinson, TX 77539

Clear Lake Shores Clubhouse
1006 S. Shore Drive
Clear Lake Shores, TX 77565

McAdams Jr. High
11415 Hughes Road
Dickinson, TX 77539

College of the Mainland North Campus
200 Parker Court
League City, TX 77573

League City Recreation Room
400 West Walker
League City, TX 77573

League City Intermediate
2588 Webster Street
League City, TX 77573

174 Calder Rd
League City, TX 77573

Texas A & M Campus
(Bldg. 3205)
200 Seawolf Park
Galveston, TX

Santa Fe ISD Museum
13304 Highway 6
Santa Fe, TX 77510

Dayspring Church
2215 FM 646
Santa Fe, TX 77510

Ministry of Encouragement
3424 Highway 3
Dickinson, TX 77539

Dickinson City Hall
4403 Highway 3
Dickinson, TX 77539

San Leon Volunteer Fire Department
337 12th Street
San Leon, TX 77539

Bacliff Volunteer Fire Department
600 Grand Ave.
Bacliff, TX 77518

Hometown Heroes Park
1001 East League City Parkway
League City, TX 77573

Ferguson Elementary
1910 S. Compass Rose
League City, TX 77573

Dominion Church
6400 Calder Road
Dickinson, TX 77539

Bauerschlag Elementary
2051 League City Parkway
League City, TX 77573

Old Friendswood Jr. High
(Admin. Building)
402 Laurel
Friendswood, TX 77546

Hope Lutheran Church
1804 S. Friendswood Drive
Friendswood, TX 77546

Friendswood First Baptist Church
(Gymnasium)
111 E Heritage Drive
Friendswood, TX 77546

*City of Friendswood voters who reside in Galveston County will vote on election day at the above-listed vote centers. Polling locations are subject to change. To verify, please go to the Galveston County website at www.galvestonvotes.org.

Election Day Voting For City Voters Who Reside In Harris County

Voting for qualified voters of the City of Friendswood who reside in Harris County shall be conducted on November 3, 2020 between the hours of 7:00 A.M. and 7:00 P.M. at the following voting center locations, as designated by Harris County:

Location		Address
Forest Bend Civic Building, Big Room		4300 Laura Leigh Lane Friendswood, Texas 77546
Clear Brook High School, Pool Foyer		4607 FM 2351 Friendswood, Texas 77546
Greater Life Church, Sanctuary		1655 FM 528 Road Webster, Texas 77598

In addition to the foregoing Harris County voting centers that are located within or near the City of Friendswood, qualified voters of the City who reside in Harris County may vote on election day at any voting center designated by Harris County. Polling locations are subject to change. A complete list of such voting centers can be viewed at <https://harrisvotes.com/VotingInfo>.

Proposed-to be amended

EXHIBIT B **EARLY VOTING LOCATIONS, DATES AND HOURS**

Early Voting For City Voters Who Reside In Galveston County*

City of Friendswood Voters who reside in Galveston County may vote early at any of the following locations and at the times shown below:

Dates & Times:

Tuesday, October 13, – Friday, October 16, 2020	8:00 a.m. – 5:00 p.m.
Monday, October 19, – Friday, October 23, 2020.....	8:00 a.m. – 5:00 p.m.
Saturday, October 24, 2020	7:00 a.m. – 7:00 p.m.
Sunday, October 25, 2020	1:00 a.m. – 6:00 p.m.
Monday, October 26, – Friday, October 30, 2020	7:00 a.m. – 7:00 p.m.

MAIN EARLY VOTING POLLING PLACE

Galveston County Justice Center
(1st floor vending area)
600 59th Street
Galveston, TX 77551

EARLY VOTING BRANCH LOCATIONS

Galveston County Courthouse
Commissioner's Court
722 Moody St.
Galveston, Texas 77550

Moody Methodist Church
(Welcome Center)
2803 53rd St
Galveston, TX 77551

Seaside Baptist Church
16534 Termini-San Luis Pass Rd.
Jamaica Beach, TX 77554

Hitchcock City Hall
7423 Highway 6
Hitchcock, Texas 77563

Carver Community Center
6415 Park Ave.
Texas City, TX 77590

Nessler Community Center (Surf Room)
2010 5th Ave. North
Texas City, TX 77591

Joe Faggard Community Center
1750 Hwy 87
Crystal Beach, TX 77650

Dickinson Community Center
2714 Highway 3
Dickinson, TX 77539

Bacliff Volunteer Fire Dept.
600 Grand Ave.
Bacliff, TX. 77518

MUD 12 Building
2929 Hwy 6, Suite 300
Bayou Vista, TX 77563

La Marque Community Room
1109-B Bayou
La Marque, TX 77568

Kemah Community Center
800 Harris
Kemah, TX 77565

College of the Mainland Main Campus
1200 Amburn Rd.
Texas City, TX 77591

High Island ISD
(Gym building, foyer)
2113 6th Street
High Island, TX 77623

Greater St. Matthews Baptist Church
(Foyer)
6333 Highway 6
Hitchcock, TX 77563

IBC Bank
(Conference Room)
2301 FM 646 W.
Dickinson, TX 77539

North County Annex
(Room 142)
174 Calder Road
League City, TX 77573

Friendswood First Baptist Church
(Gymnasium)
111 E Heritage Drive
Friendswood, TX 77546

Clear Lake Shores Clubhouse
1006 South Shore Drive
Clear Lake Shores, TX 77565

Old Friendswood Jr. High
(FISD Admin. Bldg.)
402 Laurel
Friendswood, TX. 77546

College of the Mainland North Campus
200 Park Court
League City, Texas 77573

GISD Admin. Building
(Council Chambers)
3904 Ave. T
Galveston, TX 77550

West County Building
(Courtroom)
11730 Highway 6
Santa Fe, TX 77510

Creekside Intermediate
4320 West Main Street
League City, TX 77573

League City Recreation Room
400 West Walker
League City, TX 77573

- * City of Friendswood voters who reside in Galveston County may vote early at the above-listed polling locations. Polling locations are subject to change. To verify, please go to the Galveston County website at www.galvestonvotes.org.

Early Voting For City Voters Who Reside In Harris County

HARRIS COUNTY EARLY VOTING POLLING LOCATIONS

Early voting for qualified voters of the City of Friendswood who reside in Harris County shall be conducted between October 13, 2020, and October 30, 2020, at the following locations and times:

<u>Early Voting Period:</u>		
Monday - Saturday	10/13/20 – 10/17/20	7:00 a.m. – 7:00 p.m.
Sunday	10/18/20	10:00 a.m. – 7:00 p.m.
Monday - Saturday	10/19/20 - 10/24/20 & 10/26/20 – 10/29/20	7:00 a.m. - 7:00 p.m.
Sunday	10/25/20	10:00 a.m. - 7:00 p.m.
Friday	10/30/20	7:00 a.m. – 10:00 p.m.
<u>Locations Near the City of Friendswood</u>		
Freeman Branch Library	16616 Diana Lane	Houston 77062
Harris County Scarsdale Annex	10851 Scarsdale Boulevard	Houston 77089

In addition to the foregoing Harris County early voting locations that are located near the City of Friendswood, qualified voters of the City who reside in Harris County may vote early at any early voting place designated by Harris County. Polling locations are subject to change. A complete list of such early voting locations can be viewed at <https://harrisvotes.com/VotingInfo>.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/6/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-29: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment IX" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year. Throughout the year events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the ninth set for fiscal year 2019-2020.

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

Ordinance and exhibits are reviewed and approved by the City Attorney prior to inclusion on a City Council meeting agenda.

Expenditure Required: \$214,779

Amount Budgeted: \$25,060

Appropriation Required: \$189,719

Source of Funds: Restricted and Unassigned General Fund Balance, General Fund Revenues, Water & Sewer Working Capital, Park Land Dedication Fund, 2016 G.O. Bond, Vehicle Replacement Fund

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays

in the progress of capital improvement projects.

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment IX 2019–20.

ATTACHMENTS

1. Ord 2020-29 BA IX 2019-20
2. Ord 2020-29 Exhibit A
3. Ord 2020-29 Exhibit B

ORDINANCE NO. T2020-29

AN ORDINANCE AMENDING CITY OF FRIENDSWOOD, TEXAS, ORDINANCE NO. 2019-38, PASSED AND APPROVED OCTOBER 7, 2019, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2019-2020 BY APPROVING "BUDGET AMENDMENT IX" TO THE "ORIGINAL GENERAL BUDGET OF THE CITY OF FRIENDSWOOD, TEXAS, FOR THE FISCAL YEAR 2019-2020"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

* * * * *

WHEREAS, by Ordinance No. 2019-38, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2019-2020"; and

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

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

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2019-2020;

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

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

Section 2. The “Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020,” is hereby amended for municipal purposes as shown on “Budget Amendment IX” to the “Original Budget of the City of Friendswood, Texas, for the Fiscal year 2019-2020” attached hereto. Said Budget Amendment IX shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibits “A” and “B” and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED this 3th day of August, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2019 – 2020
Budget Amendment IX
August 3, 2020**

1. **Police Department Reimbursement, \$109.** Appropriate reimbursement received from an individual for a police vehicle (unit P297) that was hit while parked in the parking lot. Funding will be appropriated to the Police Patrol division vehicle maintenance account for repairs already made to the unit.
2. **Police Department Police Vehicle \$71,043.** Appropriate funding to purchase a police vehicle. The School Resource Officer contract with Friendswood Independent School District includes reimbursement of the annual internal lease payments and ongoing maintenance toward the cost of the vehicle. The funding source will be unassigned General Fund balance that will be transferred to the Vehicle Replacement Fund.
3. **Police Department Donation, \$1,468.** Appropriate a donation received from Mr. & Mrs. Ebner on July 20, 2020. The donation will be used to purchase a computer that will operate the monitors for the camera system that is located in Friendswood Police Dispatch. The donation will be appropriated to the Police Communications division operating equipment account.
4. **Parks & Recreation Dog Park Monument Sign, \$25,060.** Correct appropriation of funds for the purchase and installation of the Dog Park monument sign at Old City Park. The April 6, 2020 BA V included the appropriation of funds from the 2016 General Obligation Bonds. However, the appropriation should have been made from the Park Land Dedication.
5. **Public Works Dump Truck \$115,000.** Appropriate funding to replace a Public Works Streets division dump truck. The dump truck was totaled in Hurricane Harvey. A portion of the funding will come from insurance reimbursements received in 2018 totaling \$96,203. The remaining amount of \$18,797 will be appropriated from unassigned General Fund balance.
6. **PEG Channel Equipment Maintenance, \$1,750.** Appropriate PEG Channel funds for operating equipment related to recording City Council meetings and other PEG channel content. The funding source will be restricted general fund balance from PEG Channel revenue.
7. **Library Book Sales, \$349.** Appropriate Library book sales revenue to the Library department's operating budget. The funds will be appropriated to the Library's operating budget for operating equipment to be used in fiscal year 2020.

City of Friendswood
August 3, 2020
2019-2020 Budget Amendment IX - Exhibit B

BA Number	Account Number	Project Number	Description	Amount
1	001-0000-38000	P297	Appropriate reimbursement for damages to Police Patrol Unit P297	(109)
1	001-2120-421.6300	P297	Appropriate reimbursement for damages to Police Patrol Unit P297	109
2	001-0000-30500		Appropriate unassigned General Fund Balance to purchase an additional Police Patrol vehicle related to the Fisd SRO contract	(71,043)
2	001-9002-491.9130	P421	Transfer funds to VRP to purchase an additional Police Patrol vehicle related to the Fisd SRO contract	71,043
2	301-0000-39120	P421	Appropriate funds received from General Fund to purchase an additional Police Patrol vehicle related to the Fisd SRO contract	(71,043)
2	301-0501-421.8300	P421	Appropriate funds received from General Fund to purchase an additional Police Patrol vehicle related to the Fisd SRO contract	71,043
3	001-0000-38600		Appropriate donation to the Police Communications division operating equipment account	(1,468)
3	001-2110-421.5800		Appropriate donation to the Police Communications division operating equipment account	1,468
4	164-0000-30100		Appropriate Park Land Dedication fund balance for the purchase and installation of the Dog Park Monument Sign at Old City Park	(25,060)
4	164-7001-456.8240	PK0071	Appropriate Park Land Dedication fund balance for the purchase and installation of the Dog Park Monument Sign at Old City Park	25,060
4	254-0000-30100	GO1514-DG PK	Reimburse 2016 General Obligation Bond Proceeds for Dog Park Monument Sign at Old City Park	25,060
4	254-7001-456.8800	GO1514-DG PK	Reimburse 2016 General Obligation Bond Proceeds for Dog Park Monument Sign at Old City Park	(25,060)
5	001-0000-30500		Appropriate unassigned general fund balance to replace a Public Works dump truck	(71,766)
5	001-3610-431.8800	PW203	Appropriate unassigned general fund balance to replace a Public Works dump truck	71,766
5	001-0000-30500		Appropriate unassigned general fund balance to replace a Public Works dump truck	(18,797)
5	001-3610-431.8800	PW203	Appropriate unassigned general fund balance to replace a Public Works dump truck	18,797
5	401-0000-30600		Appropriate Water & Sewer Working Capital to replace a Public Works dump truck	(24,437)
5	401-9002-491.9110	PW203	Transfer appropriated Water & Sewer Working Capital funds to General Fund to replace a Public Works dump truck	24,437
5	001-0000-3937		Transfer appropriated Water & Sewer Working Capital funds to General Fund to replace a Public Works dump truck	(24,437)
5	001-3610-431.8800	PW203	Transfer appropriated Water & Sewer Working Capital funds to General Fund to replace a Public Works dump truck	24,437
6	001-0000-30500		Appropriate restricted General Fund balance reserves from PEG channel revenue for operating equipment	(1,750)
6	001-0301-413.5800	FCPEGEXP5800	Appropriate restricted General Fund balance reserves from PEG channel revenue for operating equipment	1,750
7	001-0000-38600	DNBOOK	Appropriate Library book sales to Library's budget operating equipment account	(349)
7	001-6310-459.5800	DNBOOK	Appropriate Library book sales to Library's budget operating equipment account	349

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/13/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-30: First reading of an ordinance amending Ordinances No. 2012-04 and 2016-46 in order to approve an annual rate adjustment as provided for in the City of Friendswood – Progressive Waste Solutions of TX, Inc., d/b/a WC of Texas (formerly known as IESI TX Corporation) solid waste franchise.

Originating Department: Administrative Services

Degree of importance: Critical

SUMMARY / ORIGINATING CAUSE

In April, 2012, the City and Progressive Waste Solutions (now, Waste Connections of Texas) entered into an agreement for refuse collection and disposal services. The agreement was extended in December 2016. The agreement allows the contractor to request an annual rate adjustment. One component of the adjustment is reflective of actual cost increases in disposal costs or increased fees, increased labor and equipment cost, or increased operational cost. Consumer Price Index (CPI) is the basis for this component. The second component of the adjustment is for fuel cost. This adjustment is based on the average weekly fuel prices as published by the U.S. Department of Energy compared to a base cost as defined by the agreement.

This year's rate increase request includes adjustments for CPI, additional operational expense (landfill cost) a reduction in the fuel cost adjustment component.

The rate increase requested is:

CPI Adjustment = 0.07%

Operational Expense Adjustment (Landfill) = 4.00%

Fuel Adjustment = -3.16%

Total Adjustment = 0.91%

Current rate for single family:

Monthly curbside refuse and recycling (18 gallon recycle bin) \$14.63

Monthly administrative fee (city revenue) \$ 1.46

\$16.09

Proposed rate for single family:

Monthly curbside refuse and recycling (18 gallon recycle bin) \$14.76

Monthly administrative fee (city revenue) \$ 1.48

\$16.24

The monthly increase for a single family resident is \$0.15 (15 cents) per month. The cost for families who utilize a 95 gallon recycle cart will increase by \$0.01 (1 cent) for a total of \$1.11 per month for use of the larger container.

Rate adjustments require adoption by ordinance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The rate adjustment will allow Waste Connections of Texas to cover the company's cost of providing solid waste management services to the City, ensuring public health and environmental safety.

RECOMMENDATIONS

Staff recommends adoption of the ordinance after two readings. The adjusted rates will be effective on utility bills generated after the 2nd and final reading of the ordinance in September 2020.

ATTACHMENTS

1. Ord 2020-30 Waste Connections
2. Ord 2020-30 Exhibit A
3. Waste Connections Rate Increase Letter
4. Garbage Rate Comparison Nearby Cities

ORDINANCE NO. T2020-30

**AN ORDINANCE AMENDING ORDINANCES NO. 2012-04
AND 2016-46 IN ORDER TO APPROVE AN ANNUAL RATE
ADJUSTMENT AS PROVIDED FOR IN THE CITY OF
FRIENDSWOOD – PROGRESSIVE WASTE SOLUTIONS
OF TX, INC., D/B/A WC OF TEXAS (FORMERLY KNOWN
AS IESI TX CORPORATION) SOLID WASTE FRANCHISE.**

* * * * *

WHEREAS, on March 5, 2012, the City Council of the City of Friendswood, Texas passed and adopted Ordinance No. 2012-04 granting to Progressive Waste Solution of TX, Inc., formerly “IESI TX Corporation,” (“Progressive”) a franchise to provide solid waste collection and disposal services to the residents of the City, in accordance with the terms and conditions set out in the Agreement; and

WHEREAS, on December 5, 2016, the City Council of the City of Friendswood, Texas passed and adopted Ordinance No. 2016-46 granting to WC of Texas (Waste Connections of Texas, formerly Progressive Waste Solution of TX, Inc. and IESI TX Corporation) an extension of the franchise to provide solid waste collection disposal services to the residents of the City, in accordance with the terms and conditions set out in the Agreement; and

WHEREAS, pursuant to Section 10 of the Agreement entitled “Rate Adjustment,” Progressive, d/b/a WC of Texas, is entitled to request an increase in the rates charged to the City for solid waste collection services on each anniversary date of the Agreement; and

WHEREAS, WC of Texas has presented a proposed rate adjustment to the Agreement for residential and commercial rates as set forth on Exhibit “A” attached to this ordinance; and

WHEREAS, the City Council has reviewed the proposed rate adjustment and has agreed that the adjustment is fair and reasonable and, by this ordinance, wishes to provide for an amendment to the Agreement in order to permit the imposition of such adjustment.

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. Section 9 of the Agreement entitled “Rates and Fees” is hereby amended and, effective with City of Friendswood utility services billings generated in October 2020, the rates for residential and commercial services provided by WC of Texas shall be in accordance with the rates and fees set forth more particularly on Exhibit “A” attached hereto.

Section 3. This Ordinance shall in no manner amend, change, supplement or revise any other terms or conditions of the Agreement as approved by Ordinance No. 2012-04 and Ordinance No. 2016-46.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED AND APPROVED on first reading this 3rd day of August, 2020.

PASSED, APPROVED, AND ADOPTED on second and final reading this 14th day of September, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

EXHIBIT "A"
CITY OF FRIENDSWOOD
SOLID WASTE SCHEDULE
EFFECTIVE 2020

Rate Increase of 0.91%

The following tabs show the CPI of .07%, Landfill increase of 4.0%, and Fuel Surcharge decrease of 3.16%

2019

Total Residential Bag-32 gal Can/Recycle Bin	\$ 14.63	per month
Additional 18 gallon recycle bin	\$ 7.18	One time fee
Total Residential Bag-32 gal can/Recycle Cart	\$ 15.73	per month
Light Commercial Collection 1x Week	\$ 35.16	per month
Light Commercial Collection 2x Week	\$ 52.74	per month

2020

Total Residential Bag-32 gal Can/Recycle Bin	\$ 14.76	per month
Additional 18 gallon recycle bin	\$ 7.24	per month
Total Residential Bag-32 gal can/Recycle Cart	\$ 15.87	per month
Light Commercial Collection 1x Week	\$ 35.48	per month
Light Commercial Collection 2x Week	\$ 53.22	per month

COMMERCIAL RATE SCHEDULE

2019

CONTAINER

Lifts Per Week

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

COMMERCIAL RATE SCHEDULE

2020

CONTAINER

Lifts Per Week

SIZE	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$ 86.83	\$ 102.63	\$ 173.52	\$ 242.75	\$ 318.43	\$ 400.97	\$ 16.29
3 Cubic Yd	\$ 99.70	\$ 130.87	\$ 242.29	\$ 338.95	\$ 444.59	\$ 559.85	\$ 24.44
4 Cubic Yd	\$ 100.09	\$ 131.64	\$ 243.46	\$ 340.50	\$ 446.55	\$ 562.17	\$ 32.58
6 Cubic Yd	\$ 113.30	\$ 204.28	\$ 296.28	\$ 389.85	\$ 493.77	\$ 592.43	\$ 48.86
8 Cubic Yd	\$ 200.13	\$ 308.60	\$ 395.07	\$ 526.65	\$ 672.91	\$ 808.47	\$ 65.13



WASTE CONNECTIONS INC.
Connect with the Future®

June 26, 2020
City of Friendswood
Attn: Morad Kabiri, City Manager
910 S. Friendswood Drive
Friendswood, Texas 77546

RE: Annual Rate Adjustment

Dear Morad Kabri

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Friendswood. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Friendswood.

Each year we evaluate the CPI-U, costs per our contract with the city. This year the CPI-U adjustment is .91%. I have enclosed further details of these adjustments with this letter.

We would like to adjust these rates on the July billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 281-331-0810.

Best Regards,

Chris Robert
District Manager
Waste Connections of TX
Christopher.Robert@wasteconnections.com

EXHIBIT "A"
CITY OF FRIENDSWOOD
SOLID WASTE SCHEDULE
EFFECTIVE 2020

Rate Increase of 0.91%

The following tabs show the CPI of .07%, Landfill increase of 4.0%, and Fuel Surcharge decrease of 3.16%

2019

Total Residential Bag-32 gal Can/Recycle Bin	\$ 14.63 per month
Additional 18 gallon recycle bin	\$ 7.18 One time fee
Total Residential Bag-32 gal can/Recycle Cart	\$ 15.73 per month
Light Commercial Collection 1x Week	\$ 35.16 per month
Light Commercial Collection 2x Week	\$ 52.74 per month

2020

Total Residential Bag-32 gal Can/Recycle Bin	\$ 14.76 per month
Additional 18 gallon recycle bin	\$ 7.24 per month
Total Residential Bag-32 gal can/Recycle Cart	\$ 15.87 per month
Light Commercial Collection 1x Week	\$ 35.48 per month
Light Commercial Collection 2x Week	\$ 53.22 per month

COMMERCIAL RATE SCHEDULE

2019

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$ 86.05	\$ 101.70	\$ 171.95	\$ 240.57	\$ 315.56	\$ 397.36	\$ 16.15
3 Cubic Yd	\$ 98.80	\$ 129.69	\$ 240.10	\$ 335.89	\$ 440.58	\$ 554.80	\$ 24.22
4 Cubic Yd	\$ 99.19	\$ 130.46	\$ 241.26	\$ 337.43	\$ 442.52	\$ 557.10	\$ 32.28
6 Cubic Yd	\$ 112.28	\$ 202.44	\$ 293.60	\$ 386.34	\$ 489.32	\$ 587.08	\$ 48.42
8 Cubic Yd	\$ 198.33	\$ 305.82	\$ 391.51	\$ 521.90	\$ 666.85	\$ 801.18	\$ 64.55

COMMERCIAL RATE SCHEDULE

2020

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$ 86.83	\$ 102.63	\$ 173.52	\$ 242.75	\$ 318.43	\$ 400.97	\$ 16.29
3 Cubic Yd	\$ 99.70	\$ 130.87	\$ 242.29	\$ 338.95	\$ 444.59	\$ 559.85	\$ 24.44
4 Cubic Yd	\$ 100.09	\$ 131.64	\$ 243.46	\$ 340.50	\$ 446.55	\$ 562.17	\$ 32.58
6 Cubic Yd	\$ 113.30	\$ 204.28	\$ 296.28	\$ 389.85	\$ 493.77	\$ 592.43	\$ 48.86
8 Cubic Yd	\$ 200.13	\$ 308.60	\$ 395.07	\$ 526.65	\$ 672.91	\$ 808.47	\$ 65.13

BASE RATE	YR AVG	DIFFERENCE	EQUALS	QUALIFER	EQUALS	0.07%	cpi-u
3.65	\$ 2.78	\$ (0.87)	-\$0.24	0.1320	-3.16%	-3.16%	fuel adj
					-3.09%	-3.09%	total CPI-U + Fuel
Requested Adjustment from Waste Connections						4.00%	Landfill Increase
Rate increase (decrease) after the adjustment						<u>0.91%</u>	<u>Total Rate Adjustment</u>

CPI for Urban Wage Earners and Clerical Workers (CPI-W) Original Data Value

Series Id: CWUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, urban wage

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.426	214.507
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	220.196	222.954
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	237.974	240.128
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	244.157	246.136
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	248.012	250.432
2020	251.361	251.935	251.375	249.515										

0.18

0.07%

EXHIBIT "D"

Rate Increases for Year 6 and Year 7 of the Agreement

	<u>Effective 4/1/17:Year 6</u>	<u>Effective 4/1/18:Year 7</u>
Austin Community Landfill	10%	10%
Williamson County Landfill	8.5%	8.5%
Coastal Plains RDF	4.5%	4.5%
Mesquite Creek RDF	4.5%	4.5%
DFW RDF	5.0%	3.0%
Hillside RDF	5.0%	5.0%
Lacy Lakeview RDF/Temple RDF	4.5%	4.5%
Skyline RDF	5.0%	3.0%
Atascocita RDF	3.5%	4.2%
Covel Gardens RDF	3.5%	4.2%

EXHIBIT "C"

Base Rates (Non Special Waste) All Rates in Tons

<u>2018-2019 Rate</u>	<u>2019-2020 Rate</u>	<u>Disposal Increase</u>
\$22.69	\$23.60	4.0%

<u>Disposal Site</u>	<u>Waste Type</u>	<u>Year 1 Base Rate (4/1/19 – 3/31/20)</u>
Austin Community RDF	MSW/C&D	\$24.72/ton 3-ton minimum
Williamson County RDF	MSW/C&D	\$30.84/ton 3-ton minimum
Coastal Plains RDF	MSW/C&D	\$23.60/ton 3-ton minimum
Mesquite Creek LF	MSW/C&D	\$23.37/ton 3-ton minimum
DFW RDF	MSW/C&D	\$21.95/ton 2-ton minimum
Lacy Lakeview LF	MSW/C&D	\$30.08/ton 3-ton minimum
Temple LF	MSW/C&D	\$30.08/ton 3-ton minimum
Skyline RDF	MSW/C&D	\$19.15/ton 2-ton minimum
Atascocita RDF	MSW/C&D	\$23.15/ton 3-ton minimum
Covel Gardens RDF	MSW/C&D	\$27.30/ton 3-ton minimum

These rates include current applicable state fees, including post closure fees, and local fees, taxes, and royalties, and fees incurred pursuant to federal, state, or local laws, rules or ordinances in effect and/or implemented as of, but not after, the Effective Date of the Agreement.

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Sourcekey EMD_EPD2D_PTE_R30
_DPG
**Weekly Gulf Coast
No 2 Diesel Retail
Prices (Dollars per
Gallon)**

Date	
Apr 01, 2019	2.872
Apr 08, 2019	2.879
Apr 15, 2019	2.899
Apr 22, 2019	2.917
Apr 29, 2019	2.939
May 06, 2019	2.927
May 13, 2019	2.905
May 20, 2019	2.907
May 27, 2019	2.893
Jun 03, 2019	2.875
Jun 10, 2019	2.843
Jun 17, 2019	2.82
Jun 24, 2019	2.797
Jul 01, 2019	2.803
Jul 08, 2019	2.804
Jul 15, 2019	2.805
Jul 22, 2019	2.804
Jul 29, 2019	2.793
Aug 05, 2019	2.787
Aug 12, 2019	2.763
Aug 19, 2019	2.751
Aug 26, 2019	2.744
Sep 02, 2019	2.74
Sep 09, 2019	2.745
Sep 16, 2019	2.761
Sep 23, 2019	2.858
Sep 30, 2019	2.827
Oct 07, 2019	2.804
Oct 14, 2019	2.805
Oct 21, 2019	2.802
Oct 28, 2019	2.806
Nov 04, 2019	2.795
Nov 11, 2019	2.795
Nov 18, 2019	2.792
Nov 25, 2019	2.776
Dec 02, 2019	2.779
Dec 09, 2019	2.759
Dec 16, 2019	2.763
Dec 23, 2019	2.763
Dec 30, 2019	2.808
Jan 06, 2020	2.828
Jan 13, 2020	2.81
Jan 20, 2020	2.797
Jan 27, 2020	2.773
Feb 03, 2020	2.71
Feb 10, 2020	2.675
Feb 17, 2020	2.658
Feb 24, 2020	2.654
Mar 02, 2020	2.627
Mar 09, 2020	2.577
Mar 16, 2020	2.504
Mar 23, 2020	2.438
Mar 30, 2020	2.363

Year Average \$2.78

City Rate Comparison

Monthly Residential Garbage Bill

	Garbage Monthly Charge	Number of Times Garbage is Collected Per Week	Number of Times Recycle is Collected Per Week
Friendswood (current rates)	\$ 16.09	Twice	Once
Friendswood (Proposed rates)	\$ 16.24	Twice	Once
Pearland	\$ 20.11	Twice	Once
League City	\$ 18.26	Twice	Once
Alvin	\$ 13.29	Once	Once
Texas City	\$ 24.00	Twice	Once

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/7/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Ordinance No. T2020-31: First reading of an ordinance of the City of Friendswood, Texas, amending the Code of Ordinances, Chapter 26, Environment, by repealing Article III. Sanitary Nuisances, Sections 26-69 through 26-73 and adopting Chapter 26, Environment, Article III. Sanitary Nuisances, Sections 26-69 through 26-77; amending the Code of Ordinances, Chapter 26, Environment, by adding a new Article VIII. Graffiti Abatement, Sections 26-293 through 26-301 and adding a new Article IX. Maintenance of Storm Water Systems, Section 26-302; providing a penalty clause; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability, publication and an effective date.

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The current nuisance ordinance is outdated including references to privies (outhouses), spitting tobacco on public rights-of-way, and hauling raw meat in wagons through town. The proposed ordinance is a more modern version addressing current nuisance issues. It establishes definitions for the following types of sanitary nuisances and is consistent with State Law: Swimming pools, Rubbish, Insects, Unsanitary conditions, Stagnant water, Odor, Drainage, Nuisance.

Additionally, the proposed ordinance includes adopting a graffiti ordinance. A few things to note about this is that if the City does adopt this ordinance, it includes requirements in accordance with state law.

1. Graffiti defined
2. Unlawful for an owner to allow graffiti to remain with 2 exceptions
3. First remedy is for a city to remove the graffiti with written consent from the property owner. If consent is received, the city bears the cost of removal (not eligible for lien/reimbursement).
4. If consent is not received from the property owner, the city may serve the property owner with a notice to remove the graffiti. If the property owner does not remove the graffiti, the City can remove the graffiti and file a lien for the cost of removal.

Currently, the City does not have a big problem with graffiti; however, if there was an issue that needed to be addressed, without this ordinance, we do not have any tools to get graffiti removed. Similar to other code enforcement violations, enforcement would be complaint driven.

The proposed ordinance also formalizes maintenance responsibilities for storm water systems. The

Design Criteria Manual, adopted by resolution, requires property owners and responsible parties such as Home Owners Associations to maintain storm water systems, however, an ordinance is associated with compliance requirements and penalties.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Updating the nuisance ordinance gives the Code Enforcement officers the tools they need to do their job.

RECOMMENDATIONS

Staff recommends adopting the proposed ordinance.

ATTACHMENTS

1. Ord 2020-31 Ordinance amending Chapter 26 Environment Nuisance Graffiti and Storm Water Systems
2. Work Session Nuisance Graffiti and Stormwater Ord

ORDINANCE NO. T2020-31

AN ORDINANCE OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 26, ENVIRONMENT, BY REPEALING ARTICLE III. SANITARY NUISANCES, SECTIONS 26-69 THROUGH 26-73 AND ADOPTING CHAPTER 26, ENVIRONMENT, ARTICLE III. SANITARY NUISANCES, SECTIONS 26-69 THROUGH 26-77; AMENDING THE CODE OF ORDINANCES, CHAPTER 26, ENVIRONMENT, BY ADDING A NEW ARTICLE VIII. GRAFFITI ABATEMENT, SECTIONS 26-293 THROUGH 26-301 AND ADDING A NEW ARTICLE IX. MAINTENANCE OF STORM WATER SYSTEMS, SECTION 26-302; PROVIDING A PENALTY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

* * * * *

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

Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and welfare of the citizens of the City.

Section 2. That Chapter 26 of the Code of Ordinances entitled “Environment”, Article III. Sanitary Nuisances, Sections 26-69 through 26-73 are hereby repealed in their entirety.

ARTICLE III. - SANITARY NUISANCES

~~Sec. 26-69.— Nuisance defined.~~

~~Whatever is dangerous to human life or health, and whatever renders the ground, the water, the air or any food or drink unwholesome and a hazard to human life and health is hereby declared to be a nuisance.~~

~~Sec. 26-70.— Specific conditions.~~

~~The conditions listed in this section, in addition to any things or conditions declared elsewhere in this Code to be nuisances, are declared to be nuisances, and as such are to be abated pursuant to section 26-127. The person causing, permitting or suffering any of the conditions listed in this section upon his~~

premises or in any building occupied or controlled by him or in or upon any street, alley, sidewalk or gutter immediately adjacent to such premises shall, upon conviction, be fined for a misdemeanor violation.

- (1) ~~Any building, erection or cellar or any part of such building, erection or cellar which is overcrowded, or not provided with adequate means of ingress or egress, or is not sufficiently supported, ventilated, sewerred, drained, cleaned or lighted.~~
- (2) ~~All cellars, vaults, drains, pools, privies, sewers, yards, grounds or premises which have for any cause become foul, noxious, or offensive or injurious to health, or unpleasant to adjacent residences or to persons passing such premises.~~
- (3) ~~All carcasses, all decaying flesh, fish, fowl, fruit or vegetables, all deposits of manure, all flesh of any kind or description whatever, all filthy or offensive water or slops in any private yard or premises, and all other unwholesome substances when thrown upon or conducted into or upon any street, alley, public ground or enclosure in such a manner as to render such substances unwholesome and offensive or liable to become unwholesome or offensive.~~
- (4) ~~All privies that are offensive from use; all markets, cellars, laundries, stores or other buildings or places which are not kept clean and free from filthy and unwholesome substances and odors; all deposits or substances that are offensive or liable to engender disease.~~
- (5) ~~Every trade, business or occupation injurious to the health or comfort of persons who reside in the vicinity, and any can or receptacle containing water or slops suffered to become stagnant or offensive or unwholesome from any cause.~~
- (6) ~~The act of depositing filth or any foul, offensive, noxious or injurious substance upon any sidewalk, street, alley, public thoroughfare or other public place.~~
- (7) ~~The act of sweeping or depositing any trash, paper or rubbish into any street, alley, public thoroughfare or other public place and allowing such trash, paper or rubbish to remain in such place longer than six hours.~~
- (8) ~~The act of burning any hair, leather, rags or any other substances of any kind which may cause or produce an offensive smell, smoke or odor capable of annoying persons living in the vicinity or persons passing along the streets, alleys or public thoroughfares.~~
- (9) ~~The act of defecating or urinating upon the streets, alleys or public grounds, or in any place that may be seen from a private residence or by persons passing along the streets, alleys or public thoroughfares.~~
- (10) ~~The act of expectorating or spitting of mucous, or saliva, or saliva mixed with tobacco, or secretions from the nose or air passages, or the remains of any chewed or partly chewed tobacco or snuff, or the remnant of any partially chewed or smoked cigar or cigarette upon any sidewalk, public building or public vehicle, place or building or public resort within the city.~~
- (11) ~~The act of hauling, carrying or transporting any meat or slaughtered or dead animals or fish through the streets of the city without having such meat, slaughtered or dead animals or fish entirely covered, screened and protected from dust and public view.~~
- (12) ~~The act of scattering or distributing any advertisements, circulars, handbills, printed or written announcements, or paper of like character, or any medicines, upon the streets, sidewalks, alleys or within public buildings or grounds within the limits of the city.~~
- (13) ~~The act of the owner or possessor of any animal which has died within the city failing to have the carcass of such animal removed within 18 hours after the death of such animal.~~
- (14) ~~The act of throwing from any opening in, or carrying from, any dwelling or place of abode, any night soil, feces, urine or filthy or unclean water into or upon any alley, street or sidewalk or into or upon adjacent property not owned by the principal.~~
- (15) ~~The act of conducting or causing to be conducted into any alley or gutter of wastewater from any sink or tank or any source of water supply which may produce any pool of stagnant water in such alley or gutter.~~

- (16) ~~The act of dumping upon and removing from a sidewalk, street or alley any coal or like material in a dry state, in such a manner that annoying or offensive dust is generated from such material, or the act of leaving any coal, dust or like material upon any sidewalk, street or alley at or near the place where such coal or material was deposited or from which it was removed.~~
- (17) ~~The act of throwing any glass, tin, plastic ware, crockery or rubbish into or upon any sidewalks, streets, alleys, public thoroughfares, commons, drains or gutters.~~
- (18) ~~Any unwholesome food or liquor, or adulterated medicine, and all cattle, horse or hog pens, stables or enclosed areas in which any cattle, horses or hogs may be kept or confined, which may from use have become offensive.~~
- (19) ~~Any granaries, barns, elevators or other premises where rats are bred or harbored.~~
- (20) ~~Any noxious, foul or putrid liquids, or substances likely to be noxious, foul, offensive or putrid, discharged, placed, thrown or conducted into or upon any street, alley, public ground or common.~~
- (21) ~~The act of wrongfully casting, throwing or depositing any filth, substance or thing into any private or public well or cistern.~~
- (22) ~~The act of erecting or maintaining buildings or structures with roofs or eaves projecting beyond the property line or shedding water upon any property line or shedding water upon any property other than that belonging to the owner of such building or structure.~~
- (23) ~~Any other act or thing done or suffered within the city which may cause interference with the enjoyment by any member of the community, or any person, who may thereby be deprived of his right to be free from offensive or unpleasant odors or vapors, and to breathe fresh air and to be free from the sounds or noises which generally disturb members of the community.~~

~~Sec. 26-71. — Notice to abate.~~

~~Notice to abate a nuisance described in section 26-70 shall be sent in the same manner as provided in section 26-126.~~

~~Sec. 26-72. — Abatement by city.~~

~~If the owner receiving notice under section 26-71 to abate a nuisance shall fail or refuse to comply with any of the provisions of section 26-69 or 26-70, the condition shall be abated pursuant to the procedure in section 26-127.~~

~~Sec. 26-73. — Privies.~~

~~Privies are prohibited in the city.~~

~~Secs. 26-74 — 26-104. — Reserved.~~

Section 3. That Chapter 26 of the Code of Ordinances entitled “Environment”, Article III. Sanitary Nuisances, Sections 26-69 through 26-77 are amended to read as follows:

ARTICLE III. - SANITARY NUISANCES

Sec. 26-69. - Nuisance Generally.

Whatever is dangerous to human life or health, and whatever renders the ground, the water, the air or any food or drink unwholesome and a hazard to human life and health is hereby declared to be a nuisance.

Sec. 26-70. - Definitions.

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

Premises means a tract of land including its buildings or other appurtenances.

Rubbish means non-decaying waste from a public or private establishment or residence.

Swimming pool means any structure, basin, chamber or tank containing a body of water utilized for private or public swimming, diving, bathing or the immersion or partial immersion therein of human beings, and having a depth of two (2) feet or more at any point, and located on premises outside of a residence, building or other structure. This definition shall also include hot tubs, whirlpools, and spas that are located outside of a residence, building or other structure and meeting the above water depth criteria.

Sec. 26-71. - Applicability.

Under authority of the Texas Local Government Code, section 217.042, any violation of provisions of this article is hereby declared a nuisance and extends to and shall be applicable to all properties within the City limits.

Sec. 26-72. - Offensive conditions.

A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person allows any of the following:

- (a) *Swimming pools*. Maintains a swimming pool in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests.
- (b) *Rubbish*. Keeps, stores, or accumulates thereon rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on said premises for ten (10) days or more, unless the rubbish is completely enclosed in a building, and not visible from a public street or the premises is lawfully operated as a landfill.
- (c) *Insects*. Maintains the premises in a manner that creates conditions or places that are a breeding place for flies or other insects or allows a collection of water that is a breeding place for mosquitoes.
- (d) *Unsanitary conditions*. Maintains the premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests; or

- (e) *Stagnant water.* Allows drain holes or depressions in which water collects, or fails to regrade any lots, grounds or yards or any other property owned or controlled by the owner or occupant which shall be unwholesome or have stagnant water thereon, or which from any other cause is in such condition as to be liable to produce disease; or
- (f) *Odor.* Operates or conducts any business or activity on the property in a manner that causes or results in any noxious, foul or offensive odor that originates on the property, or that emanates from any source that such owner or occupant has suffered, allowed or permitted to come onto the property, being detectable past or beyond the boundary of the property that is under the ownership or control of the owner or occupant; or
- (g) *Drainage.* The act of erecting or maintaining buildings or structures with roofs or eaves projecting beyond the property line or shedding water upon any property line or shedding water upon any property other than that belonging to the owner of such building or structure.
- (h) *Nuisance.* Any other act or thing done or suffered within the City which may cause interference with the enjoyment by any member of the community, or any person, who may thereby be deprived of his right to be free from offensive or unpleasant odors or vapors, and to breathe fresh air and to be free from the sounds or noises which generally disturb members of the community.

Sec. 26-73. - Notice to owner to remedy or remove condition - Generally.

(a) Whenever any condition described in this article is found to exist on any premises within the city, and the City of Friendswood intends to utilize the subsequent provisions of this article to correct or remove the condition and assess the costs against the premises, the city shall notify the owner of such premises, in writing, to correct, remedy or remove the condition within ten (10) days after such notice and it shall be unlawful for any person to fail to comply with such notice.

(b) If the notice described in subsection (a) must be given two (2) times within a six-week period for any premises within the city, due to the reoccurrence thereon of a condition described in this article, then the owner of such premises shall be deemed to have notice of all subsequent reoccurrences of the same offensive condition upon the same premises for a period of twelve (12) months from the date of the said second notice, and no additional notices shall be necessary during that period for the city to provide before taking action to remedy the condition and assess the costs of such remedy against the premises.

Sec. 26-74. - Same—How given.

The notice provided for by this article shall be served personally on the owner to whom it is directed or shall be given by letter addressed to such owner at his last known post office address. In the event personal service cannot be made and the owner's address is unknown, such notice shall be given by publication at least two (2) times within ten (10) consecutive days in a newspaper of general circulation published within the city.

Sec. 26-75. - Abatement by city.

In the event the owner of any lot or premises upon which a condition described in this article exists fails to correct, remedy or remove such condition within ten (10) days after notice to do so is given in accord with this article, the city may do such work or make such improvements as are necessary to correct, remedy or remove such condition, or cause the same to be done, and pay therefor and charge the expenses incurred thereby to the owner of such lot. Such expenses shall be assessed against the lot or real estate upon which the work was done or the improvements made. The doing of such work by the city shall not relieve such person from prosecution for failure to comply with such notice in violation of this article.

Sec. 26-76. - Same—Filing of statement of expenses incurred.

Whenever any work is done or improvements are made by the city under the provisions of this article, the city manager or his/her designee on behalf of the city, shall file a statement of the expenses incurred thereby with the county clerk. Such statement shall give the amount of such expenses, and the date or dates on which the work was done or the improvements were made.

Sec. 26-77. - Same—Lien for and collection of expenses.

After the statement provided for in section 26-76 is filed, the city shall have a privileged lien on the lot or real estate upon which the work was done or improvements made, to secure the expenses thereof. Such lien shall be second only to tax liens and liens for street improvements, and the amount thereof shall bear interest at the rate of ten (10) per cent per annum from the date the statement was filed. For any such expenditures and interest, suit may be instituted and recovery and foreclosure of the lien may be had in the name of the city and the statement of expenses made in accord with section 26-76, or a certified copy thereof, shall be prima facie proof of the amount expended for such work or improvements.

Secs. 26-78—26-104. - Reserved.

Section 4. That Chapter 26 of the Code of Ordinances entitled “Environment”, is amended by adding a new Article VIII. Graffiti Abatement, Sections 26-293 through 26-301, which Article and Sections to read as follows:

ARTICLE VIII. - GRAFFITI ABATEMENT

Sec. 26-293. - Finding and intent.

The city council hereby finds the following recitals to be true and correct and adopts them for all purposes as findings of fact:

The creation of graffiti is a criminal act prohibited by state laws in the Penal Code. Although the person who has had graffiti applied on his/her property may be the victim of a criminal act, unless the city acts to cause the removal of graffiti, it tends to remain and causes other properties and entire neighborhoods to be affected and become less desirable places in which to be, all to the detriment of the city and the public welfare.

Graffiti is an impure and unwholesome matter and its existence is detrimental to the safety and welfare of the public; tends to reduce the value of private property; invites vandalism, additional graffiti, and other criminal activities; and, produces urban blight, which is adverse to the maintenance and continuing development of the city. Graffiti is a public nuisance and destructive of the rights and values of property owners as well as the entire community.

It is the intent of this article to serve the city's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the city by providing an additional enforcement tool to protect public and private property from additional acts of graffiti, vandalism and other criminal activities.

Sec. 26-294. - Definitions.

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

Graffiti. Any unauthorized painting, scratching, writing or inscription, including initials, slogans, symbols or drawings, that has been applied to any wall, building, fence, windows, sign or other structure or surface, which is visible from: (1) any public property, (2) any public right-of-way, or (3) another person's property. "Graffiti" does not include any of the foregoing that is placed on the property in compliance with any applicable city ordinance, state or federal law.

Owner. Any owner of record, person who has contractual responsibility for the property, or person who has the legal right of possession of the property. There shall be a rebuttable presumption in prosecutions under this article that the person who is listed on the tax records for the county wherein the property is situated is the owner. There shall be a rebuttable presumption in prosecutions under this article that the person currently named on the account for utility services furnished by the City of Friendswood is the person who has the legal right of possession of the property.

Unauthorized. Without the consent of the owner or without authority of law. Unless the owner proves otherwise, lack of consent will be presumed under circumstances tending to show (i) the absence of evidence of specific authorization by the owner, (ii) that the visual blight is inconsistent with the design and the use of the subject property, or (iii) that the person causing the visual blight was unknown to the owner.

Sec. 26-295. - Graffiti declared a public nuisance.

The city finds and determines that graffiti is an impure and unwholesome matter and its existence: (1) is detrimental to the safety and welfare of the public; (2) tends to reduce the value of private property; (3) invites vandalism, additional graffiti, and other criminal activities; and (4) produces urban blight which is adverse to the maintenance and continuing development of the city. The existence of graffiti on public or private property in violation of this article is expressly declared to be a public nuisance and is subject to the removal and abatement provisions provided by law. It is the duty of the owner of the property to which graffiti has been applied to at all times keep the property clear of graffiti.

Sec. 26-296. - Owner responsibility and graffiti removal program.

- (a) It shall be unlawful for the owner of property in the city to knowingly permit graffiti to remain on his or her property except where:
 - (1) The graffiti is located on transportation infrastructure; or
 - (2) The removal of the graffiti would create a hazard for the person performing the removal
- (b) Prior to any enforcement or removal efforts by the city, the property owner shall be informed in writing that the city, at its sole expense, shall remove the graffiti from the owner's property, provided the property owner gives written permission for removal of the graffiti and releases the city, its contractors, and/or volunteer personnel from liability in the performance of the graffiti removal by completing a permission and release from liability form.
- (c) If the property owner gives written permission for the city to remove the graffiti, the city shall remove the graffiti at its sole expense. City will only paint or repair the area affected by graffiti and will not paint or repair any more expansive an area than where graffiti is located.
- (d) If the city provides notice in accordance with this article and the United States Postal Service returns the notice as "refused" or "unclaimed," or the property owner fails to respond to the city's offer on or before the 15th day after the date the property owner receives notice of the city's offer, the property owner shall be deemed to have declined the city's offer.
- (e) If the property owner declines the city's offer to remove the graffiti, the city shall serve the property owner with notice to remove the graffiti from the property on or before the 15th day after the date the property owner receives notice to remove the graffiti. Failure of the property owner to remove the graffiti as described herein is a violation of this section.

Sec. 26-297. - Notice.

- (a) The notice requirements of this article must be given:
 - (1) In writing and delivered to the owner in person; or
 - (2) By letter addressed to the owner at the property owner's address as contained in records of the appraisal district in which the property is located and sent certified mail, return receipt requested; or
 - (3) If service cannot be obtained under (1) or (2):

- a. By posting the notice on or near the front door of each building on the property to which the violation relates; or
- b. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates; or
- c. By publication at least once in a newspaper of general circulation in the city.

(b) Notice will be deemed to have been received:

- (1) For personal delivery, as of the date the notice was given personally to the owner;
- (2) For mailed notice, three (3) days after it was mailed;
- (3) For notice posted on the property, ten (10) days after notice was posted; or
- (4) For newspaper notice, ten (10) days after the notice is published.

Sec. 26-298. - Penalty.

- (a) Any person violating a provision of this article shall be guilty of a Class C misdemeanor if the damage is less than \$500.00.
- (b) An offense under this article shall be punishable:
 - (1) By a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for the first offense;
 - (2) By a fine of not less than two hundred dollars (\$200.00) and not more than five hundred fifty dollars (\$500.00) for the second offense; and
 - (3) By a fine of not less than three hundred dollars (\$300.00) and not more than five hundred dollars (\$500.00) for all subsequent offenses.

Sec. 26-299. - Filing of statement of expenses incurred.

Whenever expenses are incurred as a result of graffiti removal by the city per Section 26-296 (e), the city manager or his/her designee on behalf of the city, shall file a statement of the expenses incurred thereby with the county clerk. Such statement shall give the name of the property owner (if known), the legal description of the property, and the amount of expenses incurred.

Sec. 26-300. - Lien for and collection of expenses.

After the statement provided for in section 26-299 is filed, the city shall have a privileged lien on the lot or real estate upon which the graffiti was removed, to secure the expenses thereof. Such lien shall be subordinate to any previously recorded lien and to the rights of a purchaser or lender for value who acquires an interest in the property subject to the lien before the statement of expenses is filed as described by Section 26-299.

Sec. 26-301 - Defenses.

It is an affirmative defense to prosecution of this offense that the property owner:

- (1) Has removed graffiti from that particular property three (3) or more times within the preceding twelve (12) months, and
- (2) Has taken reasonable efforts to prevent the application of graffiti on that property.

Section 5. That Chapter 26 of the Code of Ordinances entitled “Environment”, is amended by adding a new Article IX. Maintenance of Storm Water Systems, Section 26-302, which Article and Section to read as follows:

ARTICLE IX. - MAINTENANCE OF STORM WATER SYSTEMS.

Sec. 26-302. Responsibility. The property owner shall be responsible for continuous maintenance of all existing and new storm water systems including detention ponds, drainage easements, outfalls, and swales. Maintenance shall include but not be limited to the following: repair of any drainage structures, repair of side and bottom slopes to maintain engineered topography, repair of nonoperational pumps, flap gates, pipes and associated hardware, reestablishment of lost vegetation, continuous removal of trash and debris, regular mowing of grass (in accordance with Article IV of this code), removal of trees and shrubs, extermination of rodent and mosquito populations, and repair of all aeration devices.

Noncompliance. Any facility found not to be maintained shall be subject to the penal provisions contained in this ordinance. Notice of such noncompliance shall be served to the property owner at the address as contained in records of the appraisal district in which the property is located.

Secs. 26-303—26-320. - Reserved.

Section 6. With the exception of Section 26-298 of this Ordinance, a person who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

Section 7. All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

Section 8. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged

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

Section 9. That this Ordinance shall become effective upon publication as required by the City Charter.

PASSED AND APPROVED on first reading this 3rd day of August, 2020.

PASSED, APPROVED, and ADOPTED on second and final reading this 14th day of September, 2020.

Mike Foreman
Mayor

ATTEST:

Melinda Welsh, TRMC
City Secretary

CITY OF FRIENDSWOOD

Chapter 26 Updates Sanitary Nuisances, Graffiti, & Maintenance of Storm Water Systems



Nuisance Ordinance Update

- State Law Reference – Texas Health and Safety Code 341 Minimum Standards of Sanitation and Health Protection Measures
- Other nuisance ordinances
 - Grass, Weeds, Brush, Rubbish
 - Junked Vehicles
 - Litter
 - Oil and Gas



Outdated Sanitary Nuisance References

Ord. 38
1964

(1) The act of expectorating or spitting of mucous, or saliva, or saliva mixed with tobacco, or secretions from the nose or air passages, or the remains of any chewed or partly chewed tobacco or snuff, or the remnant of any partially chewed or smoked cigar or cigarette upon any sidewalk, public building, street car, or public vehicle, place or building or public resort within the corporate limits of the city.

(m) The act of hauling, carrying or transporting any meat or slaughtered or dead animals or fish through the streets of the city without having the same entirely covered, screened and protected from dust and public view.

(v) The act of allowing any privy to become dilapidated or out of repair so that any person within or the contents thereof may be exposed to view; the act of constructing or keeping on the premises any privy, or the contents thereof are exposed to view, or can be seen from any street or public places; the act of discharged or causing to be discharged into any street, alley, public thoroughfare, or other places or upon the premises belonging to any other person the contents of such privy.



Offensive Conditions Defined

- Swimming pools
- Rubbish
- Insects
- Unsanitary conditions
- Stagnant water
- Odor
- Drainage
- Nuisance



Graffiti

- Reduces property values
- Invites vandalism, additional graffiti and other criminal activities
- Produces urban blight
- Graffiti defined – any unauthorized painting, scratching, writing or inscription, including initials, slogans, symbols or drawings, that has been applied to any wall, building, fence, windows, sign or other structure or surface, which is visible from: (1) any public property, (2) any public right-of-way, or (3) another person's property. Graffiti does not include any of the foregoing that is placed on the property in compliance with any applicable city ordinance, state or federal law.



Steps for Graffiti Removal

- **Obtain owner consent to remove graffiti**
 - Remove, if consent is received (at City expense)
- **If owner consent is not received, issue notice to owner**
 - Owner removes graffiti at their expense with XX days
 - City removes graffiti and can file a lien for the cost of removal

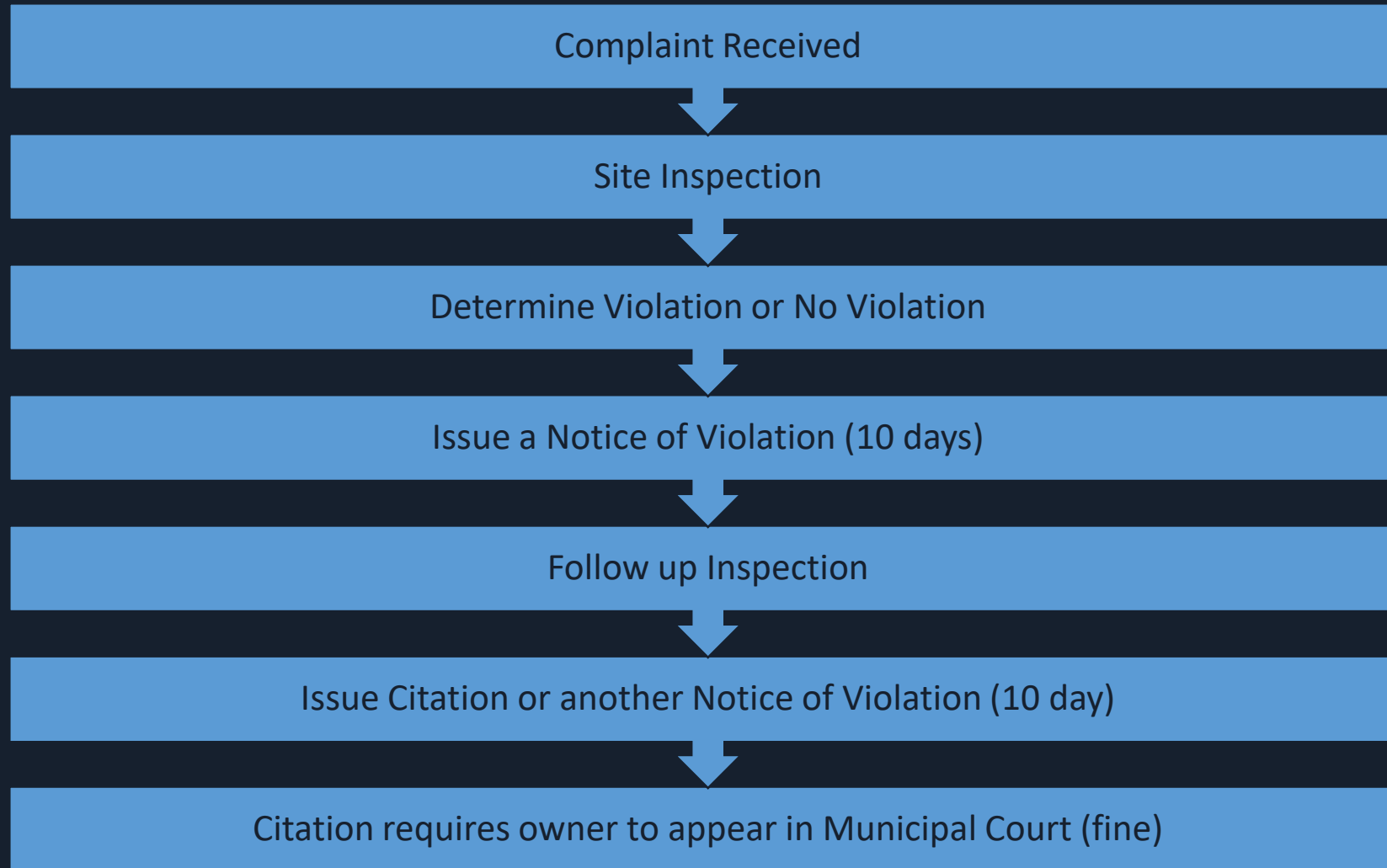


Maintenance of Storm Water Systems

- Installation of systems is required per Design Criteria Manual
- Requires property owners to maintain storm water systems including detention ponds, drainage easements, outfalls and swales.
- Includes repair of any drainage structures, repair of side and bottom slopes to maintain engineered topography, repair of nonoperational pumps, flap gates, pipes and associated hardware, reestablishment of lost vegetation, continuous removal of trash and debris, regular mowing of grass, removal of trees and shrubs, extermination of rodent and mosquito populations, and repair of aeration devices.



Code Enforcement Process



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 6/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Authorizing Council to invoke Rule 1(A) of the Rules of Procedure to schedule the September City Council meeting for September 14, 2020, due to the Labor Day holiday on Monday, September 7, 2020

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/13/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Authorizing Council to invoke Rule 1(A) of the Rules and Procedures regarding scheduling City Council Meetings to hold a Public Hearing on the Budget on Monday, August 31, 2020, in order to adopt the FY21 Budget at the September 14, 2020, Council Meeting

Originating Department: Administrative Services

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 3/5/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving a license agreement with Girouard Holdings, LLC, and Rustika Bakery and Café to allow the use of 4 existing parking spaces and the placement of a dumpster within the right-of-way along Winding Way, located on the property at 1302 S. Friendswood Drive

Originating Department: Community Development

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Rustika Bakery and Cafe is planning to occupy the building at 1302 S. Friendswood Drive, which is the building that was previously occupied by The Cake Lady. During review of the site plan, staff discovered that four of the parking spaces the dumpster are located within City right-of-way. In order to meet the minimum parking requirements, the four parking spaces are needed. The license agreement is the method by which the City can allow for the parking spaces and the dumpster to remain in their current locations, but also have the authority to have them removed, if necessary.

The property owner, is Grant Girouard of Girouard Holdings, LLC and is leasing the property to Rustika Bakery and Cafe. The owner has provided a signed agreement, as well as the required insurance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Allowing the continued use of the existing parking spaces and the location of the dumpster makes the future occupancy of the building feasible.

RECOMMENDATIONS

Staff is recommending approval of the agreement.

ATTACHMENTS

1. Rustika License Agreement 08-03-2020
2. COI - CITY OF FRIENDSWOOD for Civic Clerk

LICENSE AND INDEMNITY AGREEMENT

WHEREAS, on August 3, 2020, the City Council agreed to the request by **GIROUARD HOLDINGS LLC** to utilize four (4) existing parking spaces within the City's Right of Way located along Winding Way for the property located at 1302 S. Friendswood Drive, Friendswood, Galveston County, Texas; and further described on Exhibit "A" attached hereto.

WHEREAS, the City Council was agreeable to said project, subject to the execution of this License to Use agreement;

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

1. License

- 1.01 The City agrees to the use of parking spaces within the Winding Way right-of-way directly adjacent to the properties addressed at 1302 S. Friendswood Drive ("Licensed Use"), in the location and of the type as presented to city staff and the City Council, for the purposes of serving the parking needs of the business establishment(s) at 1302 S. Friendswood Drive. A site map and depiction of the specific property for the Licensed Use are attached as Exhibit "A" hereto, ("Licensed Property"). The Licensed Property shall exclusively consist of four (4) existing parking spaces located on Winding Way and as depicted on Exhibit "A."
- 1.02 The Licensee agrees that this license is based upon the stated uses only, (parking use), and shall terminate upon the cessation of said uses by Licensee, unless sooner terminated according to other terms and provisions contained in this Agreement.
- 1.03 Licensee shall provide consideration to the City for the license to use the city property as reflected in the Conditions and related requirements hereafter.

2. Conditions

- 2.01 The City and Licensee agree that the Licensed Property is granted for the Licensed Use subject to the following conditions, terms and reservations
 - a) The Licensee will not interfere with City's work within licensed property.
 - b) The Licensee must not create or allow any nuisances on the property, as that term is defined by State law and/or The City Code.
 - c) At such time as this license is terminated or canceled, for any reason whatsoever, Licensee shall, at the City's option, remove all improvements and appurtenances owned by them, situated in, on, over, under or attached to the Licensed Property, and Licensee shall restore the premises in accordance with the requirements of the City Engineer. If Licensee fails to remove all improvements and appurtenances or if Licensee fails to restore the Licensed Property as required, then, in either event, the City shall have the right to do all work necessary or cause such work to be done and assess the cost of all work against Licensee and the City shall in no case be liable to Licensee.

- 2.02 Temporary cessation. Licensee agrees to temporarily remove the Licensed Use at request of the City, if same obstructs the City's temporary maintenance or construction activity within the Licensed Property.
- 2.03 Permanent removal. This license is made subordinate to the right of the City to use the Licensed Property 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 Licensed Property then in that event, the City shall give the Licensee written notice of the City's intention to cancel this license immediately. Licensee shall have the same right of cancellation upon giving the City thirty (30) days written notice of Licensee's intention to cancel. Upon the termination or cancellation by the City or Licensee, this license shall become null and void, and Licensee or anyone claiming any rights under this instrument shall remove any improvements and encroachments from the Licensed Property at Licensee's expense. All work shall be done at Licensee's sole cost and to the satisfaction of the Building Official. The determination by the City Manager as to the public necessity of the use of the property shall be final and binding upon the parties.
- 2.04 This license 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.
- 2.05 The Licensee must apply for and receive any necessary permits from the Building Department, Public Works Department, or other pertinent City boards or departments.

3. Indemnity

- 3.01 **GIROUARD HOLDINGS LLC** and each person, agent, tenant, firm, corporation, association, or entity of any kind (hereinafter "person") performing work within the City's public right-of-way and property as a contractor on behalf of **GIROUARD HOLDINGS LLC**, shall indemnify, defend, and hold the City harmless as set forth below to provide such indemnity. The provisions referring to **GIROUARD HOLDINGS LLC** herein below shall be constructed to mean all such persons.

The Licensee shall promptly defend, indemnify, and hold harmless the City from and against all damages, costs, losses, or expenses:

- a. For the repair, replacement, and/or restoration of City's property, equipment, materials, structures, and facilities which are damaged, destroyed, or found to be defective solely as a result of the user's acts or omissions; and
- b. From and against any and all claims, demands, suits, causes of action and judgments for:
 - i. Damage to loss of the Licensed Property of any person (including, but not limited to, user, its agents, officers, employees, and subcontractors, and the City, its agents, officers, and employees and third parties); and/or
 - ii. Death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to, the officers, agents, and employees of the user, the user's contractors, and the City's officer, agents, and employees,

and third parties), arising out of , incident to, concerning, or resulting from, the negligent or willful acts or omissions of the user, its officers, agents, employees, and/or subcontractors, in the performance of activities pursuant to **GIROUARD HOLDINGS LLC's** use of the City's right of way and Licensed Property, whether or not caused in whole or in part by the negligence of the City, its agents or employees. For purposes of this indemnification provision, acts or omission of the officer, agents, employees and contractors of **GIROUARD HOLDINGS LLC** shall be considered the acts and omissions of **GIROUARD HOLDINGS LLC**. The indemnity provisions set forth above is solely for the benefit of City and **GIROUARD HOLDINGS LLC** and is not intended to create or grant any rights, contractual or otherwise, to any other person. This provision shall also cover any claim for damages that any utility, whether publicly or privately owned, may sustain or receive by reason of Licensee's use of said license for Licensee's improvements located on the Licensed property.

3.02 Licensee shall never make any claim of any kind or character against the City for damages that it may suffer by reason of the installation, construction, reconstruction, operation, and/or maintenance of any public improvement or utility, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or sanitary sewer mains, or storm sewer facilities, and whether such damage is due to flooding, infiltration, natural causes or from any other cause of whatsoever kind or nature. It is Licensee's intention, and a condition of this license, that this provision shall constitute a full and total indemnity against any kind or character or claim whatsoever that may be asserted against the City by reason of, or a consequence of having granted permission to Licensee to use and maintain the Licensed Property. Licensee agrees to defend any and all suits, claims, or cause of action brought against the City on account of same, and discharge any judgment or judgments that may be rendered against the City in connection herewith.

3.03 Licensee shall, at its expense, maintain in force during the term of this License, a combined single limit policy of bodily injury and property damage insurance, with a term of not less than Five Hundred Thousand Dollars (\$500,000), insuring City and Licensee against all liability arising out of the use, occupancy, or maintenance of the Licensed Property and appurtenant areas. Said policy shall be endorsed as a primary insurance to City. Licensee shall name City as an additional insured. Proof of insurance must be submitted prior to the effective date of this Agreement.

4. General Provisions

4.01 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.

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

- 4.03 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 OF FRIENDSWOOD :

Attn: City Manager
910 S. Friendswood Dr.
Friendswood, TX 77546
(281) 996-3250

LICENSEE:

GIROUARD HOLDINGS LLC

1008 Pine Hollow Drive
Friendswood, Tx 77546

- 4.04 The City and Licensee agree that this Agreement shall be constructed in accordance with the laws of the State of Texas.
- 4.05 Exclusive venue for any dispute out of this License Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.
- 4.06 The License granted herein shall not be assigned without the prior written consent of City.

IN TESTIMONY WHEREOF, the **GIROUARD HOLDINGS LLC**, Licensee, has caused these presents to be signed by Stephen Girouard, owner there unto authorized, this 26 day of MAY 2020.

GIROUARD HOLDINGS LLC

By: Stephen Girouard

Name: Stephen Girouard

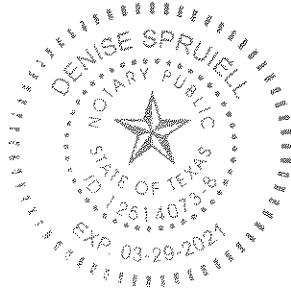
Title: Property Owner

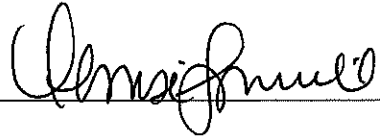
THE STATE OF TEXAS)

COUNTY OF GALVESTON)

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Girouard whose name is subscribed to the foregoing instrument and acknowledge to me that she/he was duly authorized and executed the same for the purposes and considerations therein expressed, in the capacity therein and herein stated for and on behalf of said Licensee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26 day of May 2020.





Notary Public In and For the State of Texas

My Commission Expires: 3-29-21

(SEAL)

CITY OF FRIENDSWOOD, TEXAS

By: _____

Mike Foreman, Mayor

ATTEST

By: _____

Melinda Welsh, TRMC

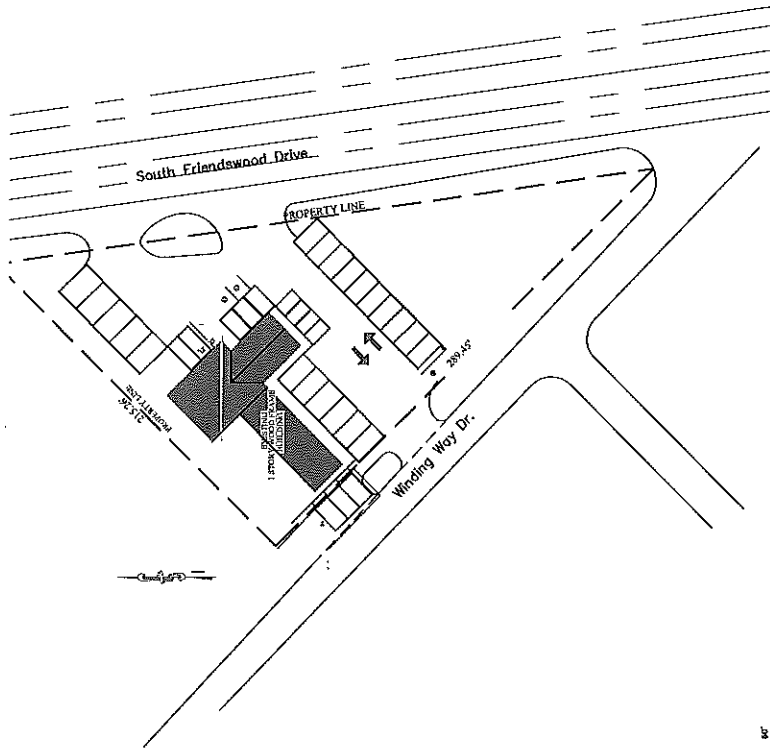
City Secretary

(SEAL)

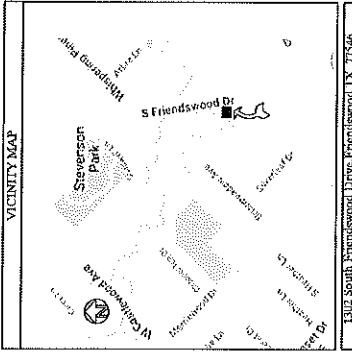
Rustika Cafe & Bakery

1302 South Friendswood Drive, Friendswood TX, 77546
REMODEL

1 bit A - 4 Parking space:
1 dumpster in ROW



PARKING TABLE
Building Area = 4,407 square feet GFA
4,407 / 100 x 10 spaces = 44
No. of spaces required = 44
No. of spaces provided = 44 (32 outside, 12 ROW, 8 church)



DESCRIPTION :
Cafe & Bakery
OCCUPANT LOAD : 95
OCCUPANCY CLASSIFICATION : A2
TYPE OF BUILDING : V-B
BUILDING HEIGHT : 8'-0"
ALLOWABLE BUILDING AREA: 6,000 sq. ft.
RETAIL SPACE AREA: 4,407 sq. ft. GFA
FIRE ALARM : N/A
SPRINKLER SYSTEM : N/A
EXIT REQ. (12840.2 = 25') : 2
EXIT PROVIDED : 4

APPLICABLE CODES:
BUILDING : 2012 I.B.C.
MECHANICAL : 2012 I.M.C.
PLUMBING : 2012 I.P.C.
ELECTRICAL : 2011 N.E.C.
ENERGY : 2012 I.E.C.C.
FIRE : 2012 I.F.C.C.
ENERGY : 2012 I.E.C.C.

APPLICABLE CODES:
2012 edition of the International Fire Code, Building Code, Mechanical Code, and Plumbing Code as well as the 2011 National Electric Code, 2012 International Fuel Gas Code, Energy Conservation Code and International Association of Fire Protection (NFPA) Standard 101, the Life Safety Code.

Rustika Cafe & Bakery
SITE PLAN / COVER SHEET
1302 South Friendswood Drive
Friendswood TX, 77546

Project No.	CC-2020-01
Drawn by	CC
Designed by	CC
Checked by	CC
Date	01/20/2020
Scale	AS SHOWN

CS1.0



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brock Insurance Group, LLC 820 S Friendswood Dr Ste 103 Friendswood TX 77546-4543		CONTACT NAME: Edna Arredondo PHONE (A/C, No, Ext): 281-482-4244 E-MAIL ADDRESS: edna@brockinsurancegrp.com FAX (A/C, No): 281-482-4249	
INSURED Girouard Holdings, LLC c/o Grant Girouard 1008 Pine Hollow Dr Friendswood TX 77546-4829		INSURER(S) AFFORDING COVERAGE INSURER A: Tapco Underwriters, Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:				06/09/2020	09/09/2020	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ EXCLUDED MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED BI/PD DEDUCTIBLE \$ 500
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Property				06/09/2020	09/09/2020	BUILDING 450,000 COVERAGE FORM BASIC WIND DEDUCTIBLE 22,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Friendswood has been added as an additional insured.

1302 S FRIENDSWOOD DR. FRIENDSWOOD, TX 77546

CERTIFICATE HOLDER**CANCELLATION**

CITY OF FRIENDSWOOD 910 SOUTH FRIENDSWOOD FRIENDSWOOD TX 77546	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MARK BROCK
--	---

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 1/22/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving a Waterline Easement with Coastal Bend Property Development, LP, authorizing the acceptance of the waterline improvements, and initiating the contractor's one year maintenance bond.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Coastal Bend Property Development, LP, has constructed approximately 2,300 L.F. of 8" water line and appurtenances along the southeast side of Beamer Road. This waterline provides access to water in an area not currently served by the City. The waterline was constructed in the subject waterline easement.

City Staff have inspected the waterline and have found it to be built in compliance with City specifications.

The City has received a one year maintenance bond from the contractor, SER Construction Partners LLC, to correct any work found deficient during this one year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This waterline provides access to city water service along Beamer Road in an area in the City's "Panhandle" which is currently not served.

RECOMMENDATIONS

Staff recommends approval of the waterline easement, accept the waterline improvements, and initiate the contractor's one year maintenance bond.

ATTACHMENTS

1. Executed Water Line Easement with Improvements
2. One Year Maintenance Bond

POTABLE WATER LINE EASEMENT
(INCLUDING CONVEYANCE OF WATER LINE FACILITIES WITHIN THE EASEMENT)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT COASTAL BEND PROPERTY INVESTMENTS , LP (" Grantor "), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid in hand to Grantor by the City of Friendswood, Texas, a home rule municipal corporation of the State of Texas ("Grantee") , the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto the said Grantee, its successors, assigns and legal representatives, a perpetual easement, including the conveyance of the water line facilities within said easement, for the purpose of constructing, reconstructing, altering, and maintaining underground potable water line and facilities in, under, over, along, upon, and across that certain 0.4693 acre tract of land , more or less ("Easement"), same being more particularly described and shown in Exhibit " A" , attached hereto and for all things made a part hereof.

Grantee may do and perform all acts necessary to construct, reconstruct, repair, relocate, or maintain underground potable water line and facilities within said Easement and to operate thereon all necessary machinery and equipment to efficiently prosecute the work. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement property for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement for the purposes stated herein.

This conveyance is expressly made subject to any and all restrictions , mineral and/or royalty reservations, covenants, and easements appearing of record relative to the Easement, but only to the extent that the same are still in force and effect and enforceable against the same. The Easement, along with all rights and privileges relating thereto, shall terminate when the Easement, as described above, is abandoned by adoption of an Ordinance abandoning or vacating such by Grantee.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever, and Grantor binds himself, his heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said easement unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise

IN WITNESS WHEREOF, this instrument is executed this 7th day of July, 2020.

GRANTOR:

Coastal Bend Land Investments, LP, a Texas limited partnership by Coastal Bend Land Management, LLC, a Texas limited liability company, General Partner

By: [Signature] (Name)

Dan Rucker, Pres. (Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF Harris §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Dan Rucker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE OR SHE executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 7th day of July,
2020.



Melinda Nichols
Notary Public In and For the State of Texas

My Commission Expires: 6-4-2023

ACCEPTED BY GRANTEE:

ATTEST:

Mike Foreman, Mayor

Melinda Welsh, TRMC
City Secretary

ADDRESS OF GRANTEE:

City of Friendswood, Texas
910 South Friendswood Drive
Friendswood, Texas 77546

EXHIBIT "A"

Page 1 of 2

**DESCRIPTION OF A
10 FOOT WATERLINE EASEMENT
0.4693 Acre Tract
HOIDALE-COFFMAN ADDITION
OUT OF LOT 65 DIVISION C AND E
HARRIS COUNTY, TEXAS**

Being a 10 foot wide Waterline Easement tract of land located in the Perry and Austin League, Abstract 55, Harris County, Texas being out of and a part of Lot 65 Division C and E in the HOIDALE- COFFMAN ADDITION recorded in Volume 3 Page 6 of the Harris County Map Records and being known as the 110.47 acre tract described in the deed to Coastal Bend Property Development Recorded in Film Code 545040958 of the Harris County Deeds Records and being more particularly described by metes and bounds as follows:

BEGINNING at a set 5/8 inch iron rod with Orange cap stamped Scott D Ellis 6261 at the intersection of the southwesterly right of way line of Beamer Road (60 foot Right of Way) and the northerly right of way line of a 40 foot platted unopened road of said Lot 65 Division C in the HOIDALE - COFFMAN ADDITION;

THENCE North 48° 16' 30" West along and with the said southwesterly right of way line of Beamer Road (60 foot Right of Way) a distance of 2043.57 feet to a found 5/8 inch capped iron rod in the southeasterly line of a 3.197 acre tract by Judgment to Harris County Flood Control District recorded in Harris County Clerk File No. J062379 Harris County Deed Record;

THENCE South 51° 13' 25" West along the southeasterly line of a said 3.197 acre tract a distance of 10.14 to a point for corner;

THENCE South 48° 16' 30" East parallel to the said southwesterly right of way line of Beamer Road a distance of 2045.13 feet to a point for corner in the said northerly right of way line of a 40 foot platted unopened road of said Lot 65 Division C in the HOIDALE - COFFMAN ADDITION;

THENCE North 42° 23' 11" East along and with said northerly right of way line of a 40 foot platted unopened road of said Lot 65 Division C in the HOIDALE - COFFMAN ADDITION a distance of 10.00 feet to the **PLACE OF BEGINNING**.

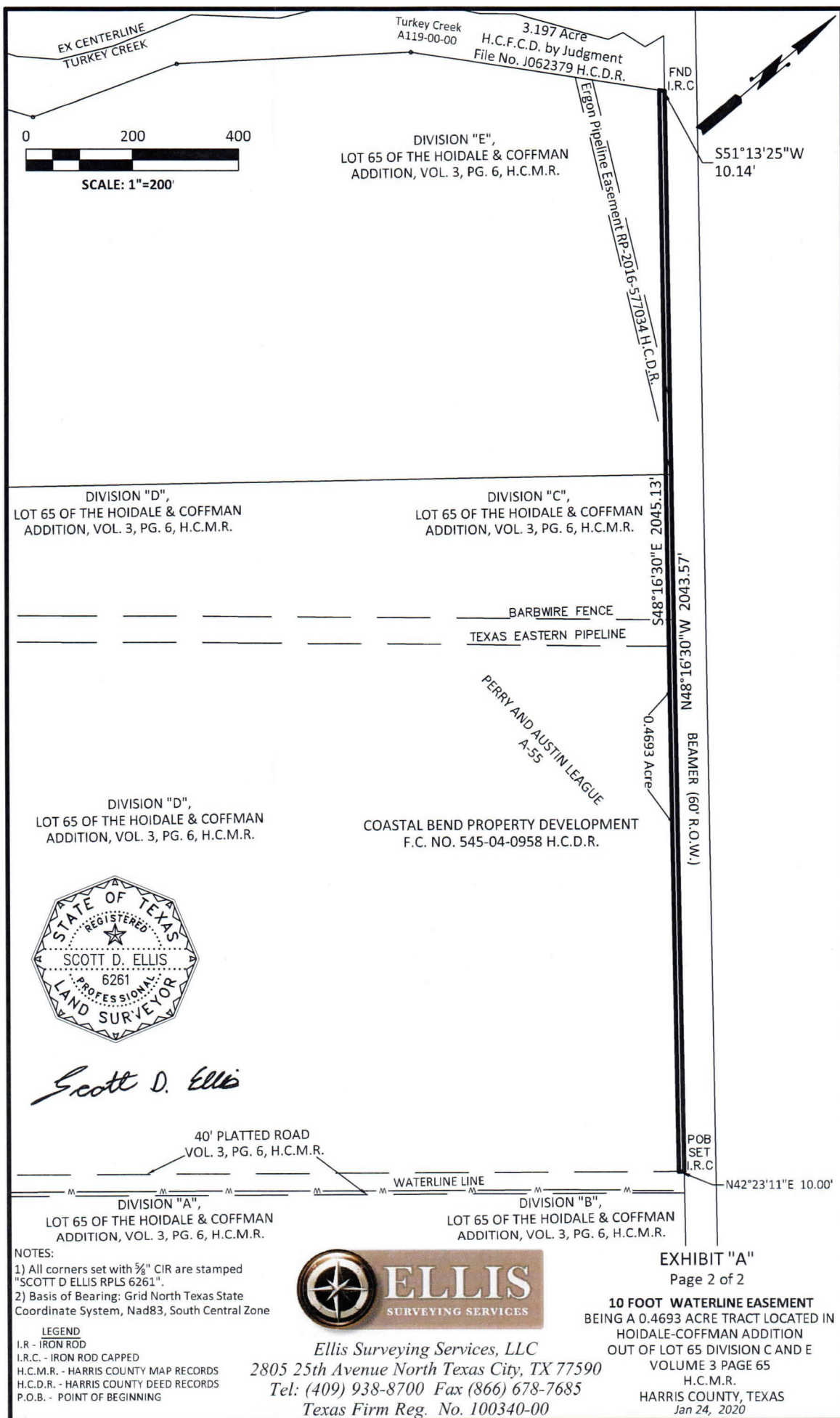
Bearing Reference: to Grid North, Texas State Coordinate System NAD83, Texas South Central Zone.

NOTE: THIS PROPERTY DESCRIPTION HAS BEEN PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF SCOTT D. ELLIS REGISTERED PROFESSIONAL LAND SURVEYOR REG. NO. 6261 DATED JANUARY 24, 2020 AS DEPICTED ON SURVEY PLAT ATTACHED HERETO AND TO WHICH REFERENCE IS HEREBY MADE.



Scott D. Ellis

ELLIS SURVEYING SERVICES, LLC
2805 25th Ave. North
Texas City, TX 77590
Tel.: 409-938-8700
Texas Firm Reg No. 100340-00



DOCUMENT 00800

BOND NO. 46BCSII8684

ONE-YEAR MAINTENANCE BOND

THAT WE, SER Construction Partners, LLC, as Principal, hereinafter called the Contractor, and the other subscriber hereto, Hartford Fire Insurance Company, as the Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of Two Hundred Twenty Eight Thousand Six Hundred Forty dollars and Ninety Six cents (\$228,640.96), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Friendswood for Beamer Road Water Line Improvements, all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein; and, whereas, certain work was found to be defective at the end of the One-year Maintenance period;

NOW THEREFORE, if the said Contractor shall comply with the provisions of the General Conditions, and correct work not in accordance with the Contract Documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**ONE-YEAR
MAINTENANCE BOND**

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

SER Construction Partner, LLC

Name of Contractor



Signature

Name: Nico Daniel

Title: Project Manager

ATTEST SEAL:

Hartford Fire Insurance Company

Full Name of Surety

3000 Internet Boulevard, Suite 600

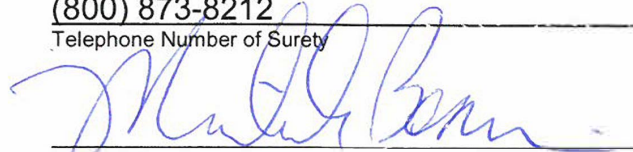
Address of Surety for Notice

Frisco, Texas 75034-1991

City, State and Zip Code of Surety for Notice

(800) 873-8212

Telephone Number of Surety



Signature

Name: Michele Bonnin

Title: Attorney-in-Fact

Date: July 16, 2020

This Bond has been reviewed as to form and content by the undersigned and has been found to meet established City Attorney criteria.

Mary Kay Fischer
City Attorney

Date

END OF DOCUMENT

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: TECHNICAL ASSURANCE LLC

Agency Code: 61-615323

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Philip Baker, Rebecca Garza, Edward Arens, Michele Bonnin, Erica Anne Cox, Jillian O'Neal of THE WOODLANDS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 16, 2020

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:

1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Agente.

Usted puede llamar al número de teléfono gratuito de The Hartford's Consumer Affairs para obtener información o para presentar una queja al:

1-800-451-6944

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/14/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Authorizing the final acceptance of the Parking Lot for Old City Park improvement at the completion of the contractor's one-year maintenance period

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City began its one year maintenance period on the construction of the new parking lot at Old City Park in January 2019. That maintenance bond has since expired. This agenda item is to authorize the final acceptance of the parking lot and formally release that bond.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Matula & Matula Construction will have its bond released immediately upon final acceptance from the City Council.

RECOMMENDATIONS

Authorize the final acceptance of the Parking Lot for Old City Park improvement.

ATTACHMENTS

1. Release of Bond for Old City Park Parking Lot



City of Friendswood

Department of Public Works

Engineering Division

**15355 Blackhawk Boulevard
Friendswood, Texas 77546-2801**

DOCUMENT 00825

Release of Bond

Date: July 14, 2020

PROJECT NAME: Parking Lot for Old City Park

PROJECT NUMBER: PK0070

TO: Matula & Matula Construction, Inc.
122 West Way
Lake Jackson, Texas 77566

The Contractor and the Surety having complied with the provisions of the General Conditions, and all work is in accordance with the Contract Documents at the end of the One Year Warranty. This Project was brought before the City Council on August 3, 2020 for the acceptance of the One-Year Maintenance Period. The City Council accepted the One-Year Maintenance as complete and renders this obligation null and void, releasing the One Year Warranty Maintenance Bond, from The Guarantee Company of North America, USA, 9977 W. Sam Houston Pkwy N. Ste. 130, Houston TX 77064, which is enclosed.

Bria A. Whitmire, PE, CFM
Projects Coordinator

END OF DOCUMENT

00825-1

DOCUMENT 00800

ONE-YEAR MAINTENANCE BOND

THAT WE, Matula & Matula Construction, Inc., as Principal, hereinafter called the Contractor, and the other subscriber hereto, The Guarantee Company of North America USA, as the Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of Three Hundred Ninety Two Thousand Six Hundred dollars and Eighteen cents (\$392,600.18), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Friendswood for Construction of Parking Lot for Old City Park , all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein; and, whereas, certain work was found to be defective at the end if the One-year Maintenance period;

NOW THEREFORE, if the said Contractor shall comply with the provisions of the General Conditions, and correct work not in accordance with the Contract Documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

**CITY OF FRIENDSWOOD
TECHNICAL SPECIFICATIONS**

**ONE-YEAR
MAINTENANCE BOND**

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

Matula & Matula Construction, Inc.
Name of Contractor

James Michael Murphy
Signature
Name: James Michael Murphy
Title: Vice President

ATTEST SEAL:

Kim Stanley
Kim Stanley, Surety Witness

The Guarantee Company of North America USA
Full Name of Surety
9977 W. Sam Houston Pkwy N.Ste. 130
Address of Surety for Notice
Houston, TX 77064
City, State and Zip Code of Surety for Notice
832-446-3350
Telephone Number of Surety

Kevin McQuain
Signature
Name: Kevin McQuain
Title: Attorney-in-Fact
Date: January 2nd, 2019

This Bond has been reviewed as to form and content by the undersigned and has been found to meet established City Attorney criteria.

City Attorney

Date

END OF DOCUMENT



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Scott D. Chapman, Kevin McQuain, Rosalyn D. Hassell, Maxine Elaine Lewis, Jeanne M. Buchan, Misty Witt, Cheryl R. Colson, Bryan Lewis
USI Insurance Services, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 2nd day of January, 2019



Randall Musselman, Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 6/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving a Congregate Meal Program Interlocal Agreement with Galveston County Parks and Senior Services Department for the City's Senior Citizen Meal Program

Originating Department: Parks and Recreation

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Congregate Meal Program is a grant that has been awarded to the Galveston County Parks & Senior Services Department (GCPSS) by the Houston-Galveston Area Council, Area Agency on Aging. The City of Friendswood Senior Citizen Program has been utilizing the GCPSS program grant funds since the inception of the Friendswood Senior Program in 1993 to offer meals to eligible participants within the Friendswood Senior Program. To be eligible for the program participants must be 60 years of age or older and complete a short application process. The meals are provided at no cost to our seniors. Eligible participants within the program are asked to make a \$1 donation for the cost of a meal when possible. The \$1 donation is collected by the City and forwarded to the County to help offset the grant funds.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Entering into the Interlocal Agreement allows us to continue to offer meals thru GCPSS to the Friendswood Senior Program participants which ensure our participants are eating a healthy lunch while taking part in our daily programs.

RECOMMENDATIONS

Staff recommends Council approve the Interlocal Agreement between the County of Galveston and the City of Friendswood for the County's Parks & Senior Department Congregate Meal Service Program and authorize the Mayor to sign the Interlocal Agreement.

ATTACHMENTS

1. Galveston County Congregate Meal Program



COUNTY of GALVESTON
Department of Parks & Cultural Services

4102 Main Street (FM 519) • La Marque, Texas 77568
Phone: (409) 934-8100 • Fax: (409) 621-7986

July 20, 2020

Genie Balderaz
City of Friendswood
416 Morningside Drive
Friendswood, TX 77546

RE: Congregate Meal Program Interlocal Agreement – FY-21

Dear Ms. Balderaz,

The Congregate Meal Program grant has been awarded to the Galveston County Parks & Cultural Services Department ("GCPSS") by the Houston-Galveston Area Council, Area Agency on Aging. The City of Friendswood desires to utilize GCPSS program grant funds to offer meals to eligible participants at The Friendswood Senior Citizen Program at the Activity Building. In order to continue services for FY-21 (Oct. 1, 2020-Sept. 30, 2021), an executed inter-local agreement is required.

Attached are three copies of an inter-local agreement, developed by the County Legal Department for continuation of services in fiscal year 2021 for the Congregate Meal Program. Please forward to your appropriate signatories and return all three original copies by Monday, August 13, 2020 by 5pm. One copy of the executed agreement will be forwarded to you once signed by both parties.

Should you have any questions please do not hesitate to contact me at (409) 934-8124 or Cecily.Henderson@co.galveston.tx.us.

Sincerely,

A handwritten signature in black ink that reads "Cecily Henderson".

Cecily Henderson, Senior Services Supervisor
Galveston County Parks and Cultural Services
Direct: 409-934-8124, **Main:** 409-770-6251, **Fax:** 409-765-3136
4102 Main Street (FM 519), La Marque, TX 77568

Attachments



Galveston County Parks & Cultural Services

Congregate Meal Service Agreement

This agreement is by and between **Galveston County, Galveston County Department of Parks and Cultural Services** and the **City of Friendswood (authorized agents named below)**. The purpose for this agreement is to allow the **City of Friendswood** to provide congregate meal service for eligible clients.

The parties agree that **City of Friendswood** will have congregate meal service as described below:

Effective Date: October 1, 2020

Eligible for renewal? Yes; terms - annually on October 1 and dependant on award of H-GAC grant.

Facility: Friendswood Activity Building

Days of the week:

- **Monday-Friday**

Galveston County Parks & Cultural Services will:

- Be responsible for scheduling the delivery of the congregate meal service via approved food vendor to **City of Friendswood**.
- Provide the authorized contact a list of soon to be expired and expired clients on a monthly basis.
- Invoice **City of Friendswood** for non-eligible meals/units on a quarterly basis.
- Deposit program income collected.
- Administer the H-GAC grant paperwork associated with the congregate meal program.

City of Friendswood will:

- Require an organization representative to attend a mandatory Nutrition and Support Services Training provided by H-GAC (date and time T.B.D.).
- Provide Galveston County Parks & Cultural Services a copy of your organization's current, valid, Health Permit and Food Handlers Permits.
- Maintain current and valid food handlers and health permits throughout the agreement term and provide Galveston County Parks & Cultural Services copies of any new permits.
- Be responsible for emailing in a completed meal order and verifying receipt of the meal order by 12:00 noon, the day prior of congregate meal services.
- Complete assessments by prescribed deadlines and remit assessments once complete to Galveston County Parks & Cultural Services, Records Specialist.

- Collect congregate meal program income daily and deliver monthly income to Galveston County Parks & Cultural Services Department within the first three days of the month, for income collected the previous month.
- Reimburse Galveston County for any meals/units served to non-eligible clients at a rate of \$6.59 per meals/unit. Non-eligible meals will be invoiced to **City of Friendswood** quarterly and reimbursement from **City of Friendswood** will be made to "Galveston County Parks & Cultural Services Department", 4102 Main Street, La Marque, TX 77568.
- Inform the Galveston County Parks & Cultural Services Division when the congregate meal service is not needed, at least 48 hours in advance of non-usage.

This agreement:

- Is non-transferable;
- Constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements;
- May not be amended or waived, in whole or in part, except in writing signed by both parties;
- Can be terminated should any obligation failed to be fulfilled in this agreement or for the convenience of any party. Either party may cancel this agreement, in writing with at least 30 calendar days notice.

In Witness Whereof the parties have executed this Agreement effective on the date listed below.

Galveston County

Mark A. Henry, County Judge

ATTEST:

Dwight Sullivan, County Clerk

Signature: _____ Date: _____

Galveston County Parks & Cultural Services, Director

Julie Diaz

4102 Main Street

La Marque, TX 77568

Signature: _____ Date: _____

Primary Representative, Name: _____ (print)

Address: _____

City, State Zip: _____

Phone: _____

Email: _____

Signature: _____ Date: _____

Alternate Representative, Name: _____ (print)

Address: _____

City, State Zip: _____

Phone: _____

Email: _____

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/23/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Authorizing the acceptance of the Sterling Creek, Section 4, Public Paving and Utilities improvements project into the contractor's one-year maintenance period

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Construction of water, sanitary sewer, storm sewer, and paving infrastructure for Sterling Creek, Section 4, has been completed. This infrastructure will serve 24 new lots in the Sterling Creek Subdivision.

City Staff has inspected the aforementioned infrastructure and have found it to be built in compliance with City specifications.

The City has received a one year maintenance bond from the contractor, David Wight Construction Company, Ltd., to correct any work found deficient during this one year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Authorize the acceptance of the Sterling Creek, Section 4 Paving and Utilities improvements project into the contractor's one-year maintenance period

ATTACHMENTS

1. Sterling Creek 4 One Year Maintenance Bond

MERCHANTS
BONDING COMPANY™

Merchants Bonding Company (Mutual) P.O. Box 14498, Des Moines, Iowa 50306-3498
Phone: (800) 678-8171 Fax: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. TXC 611769

That DWC Management, LLC, David Wight Construction Company, Ltd.
of Alvin, Texas
as Principal, and the Merchants Bonding Company (Mutual) as Surety are
held and firmly bound unto the City of Friendswood, Texas

in the penal sum of
Eight Hundred Four Thousand Three Hundred Twenty and No/100*** (\$804,320.00***)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be
made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 21st day of May, 2020

WHEREAS, the Principal entered into a certain contract, dated the 22nd day of January,
2020, with the Hill-Hubbard Development

to furnish all the material and labor necessary for the construction of
Water, Sanitary Sewer, Storm Sewer, and Paving for
Sterling Creek, Section 4

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity,
guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a
period of One years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically
accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants Bonding Company (Mutual) for valuable
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Friendswood, Texas as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
work, within the period of One years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all
work in continuous good repair during said period, and shall in all other respects, comply with all the
terms and conditions of said contract with respect to maintenance and repair of said work, then this
obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

DWC Management, LLC
David Wight Construction Company, Ltd.
Principal

By DWC

Approved _____

By _____

Merchants Bonding Company (Mutual)

By Donna Wein

Donna Wein, Attorney-in-Fact

CON 0304 (2/15)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,
A A Shotwell; Betty A Bush; Chase Wortham; Donna Weinel; G C Blystone Jr; Joseph C Blackshear Jr; Mark Smith; Thomas Scott Price

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

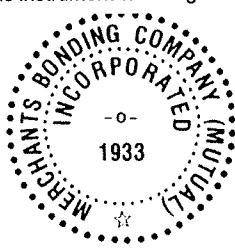
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of January, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of January, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of May, 2020.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 6/4/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Accepting the June 2020 Tax Report

Originating Department: City Manager

Degree of importance: Choose an Option

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Gal Co Tax June 2020



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us



July 13, 2020

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of June, 2020 is true and correct.

Under my hand and seal this 13th day of July, 2020.

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

07/02/2020 09:22:54
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

3493787
TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 06/01/2020 THRU 06/30/2020
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 34
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2019	M & O	.432160	190,200.22	.00	13,394.76	.00	203,594.98	514.41	.00	.00	204,109.39
	I & S	.089279	39,292.99	.00	2,767.21	.00	42,060.20	.00	.00	.00	42,060.20
	TOTAL	.521439	229,493.21	.00	16,161.97	.00	245,655.18	514.41	.00	.00	246,169.59
2018	M & O	.437173	5,331.99	.00	1,527.75	.00	6,859.74	1,678.22	.00	.00	8,537.96
	I & S	.095218	1,161.35	.00	332.76	.00	1,494.11	.00	.00	.00	1,494.11
	TOTAL	.532391	6,493.34	.00	1,860.51	.00	8,353.85	1,678.22	.00	.00	10,032.07
2017	M & O	.432349	1,237.13	.00	345.83	.00	1,582.96	159.00	.00	.00	1,741.96
	I & S	.095000	271.83	.00	76.00	.00	347.83	.00	.00	.00	347.83
	TOTAL	.527349	1,508.96	.00	421.83	.00	1,930.79	159.00	.00	.00	2,089.79
2016	M & O	.462000	999.09	.00	321.71	.00	1,320.80	118.92	.00	.00	1,439.72
	I & S	.084000	181.65	.00	58.49	.00	240.14	.00	.00	.00	240.14
	TOTAL	.546000	1,180.74	.00	380.20	.00	1,560.94	118.92	.00	.00	1,679.86
2015	M & O	.497200	160.81	.00	70.43	.00	231.24	31.40	.00	.00	262.64
	I & S	.071500	23.13	.00	10.12	.00	33.25	.00	.00	.00	33.25
	TOTAL	.568700	183.94	.00	80.55	.00	264.49	31.40	.00	.00	295.89
2014	M & O	.530300	110.08	.00	21.42	.00	131.50	6.19	.00	.00	137.69
	I & S	.061100	12.69	.00	2.47	.00	15.16	.00	.00	.00	15.16
	TOTAL	.591400	122.77	.00	23.89	.00	146.66	6.19	.00	.00	152.85
ALL	M & O		198,039.32	.00	15,681.90	.00	213,721.22	2,508.14	.00	.00	216,229.36
ALL	I & S		40,943.64	.00	3,247.05	.00	44,190.69	.00	.00	.00	44,190.69
ALL	TOTAL		238,982.96	.00	18,928.95	.00	257,911.91	2,508.14	.00	.00	260,420.05
DLQ	M & O		7,839.10	.00	2,287.14	.00	10,126.24	1,993.73	.00	.00	12,119.97
DLQ	I & S		1,650.65	.00	479.84	.00	2,130.49	.00	.00	.00	2,130.49
DLQ	TOTAL		9,489.75	.00	2,766.98	.00	12,256.73	1,993.73	.00	.00	14,250.46
CURR	M & O		190,200.22	.00	13,394.76	.00	203,594.98	514.41	.00	.00	204,109.39
CURR	I & S		39,292.99	.00	2,767.21	.00	42,060.20	.00	.00	.00	42,060.20
CURR	TOTAL		229,493.21	.00	16,161.97	.00	245,655.18	514.41	.00	.00	246,169.59

07/02/2020 09:19:35
TC298-M SELECTION: DEPOSIT

3493787

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 06/01/2020 THRU 06/30/2020
JURISDICTION: 337 FRIENDWD CITY

PAGE: 41
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018 RF200617	10445600000014	201903	0.00	0.00	0.00	0.00 HK21	145.08-	145.08-RF
2018 RF200617	10445600000014	201903	133.10-	0.00	11.98-	0.00 HK21	145.08	0.00 RF
2018 RF200617	10501300000013	201901	285.51-	0.00	0.00	0.00 HK21	285.51	0.00 RF
2018 RF200617	10501300000013	201901	0.00	0.00	0.00	0.00 HK21	285.51-	285.51-RF
2018 RF200617	H0214595	201901	0.00	0.00	0.00	0.00 HK21	31.89-	31.89-RF
2018 RF200617	H0214595	201901	31.89-	0.00	0.00	0.00 HK21	31.89	0.00 RF
2018 TOTAL			450.50-	0.00	11.98-	0.00	0.00	462.48-

2019 RF200618	10041200000007	201912	0.00	0.00	0.00	0.00 HK10	179.13-	179.13-RF
2019 RF200618	10041200000007	201912	179.13-	0.00	0.00	0.00 HK10	179.13	0.00 RF
2019 RF200618	10445600000014	202001	0.00	0.00	0.00	0.00 HK10	182.31-	182.31-RF
2019 RF200618	10445600000014	202001	182.31-	0.00	0.00	0.00 HK10	182.31	0.00 RF
2019 RF200618	10501300000013	202001	325.94-	0.00	0.00	0.00 HK10	325.94	0.00 RF
2019 RF200618	10501300000013	202001	0.00	0.00	0.00	0.00 HK10	325.94-	325.94-RF
2019 RF200612	11988300100006	202001	317.34-	0.00	0.00	0.00 HK10	317.34	0.00 RF
2019 RF200612	11988300100006	202001	0.00	0.00	0.00	0.00 HK10	317.34-	317.34-RF
2019 929060920T	200396	202005	159.15-	0.00	0.00	0.00 CERT	0.00	159.15-TR
2019 929061720T	201346	202005	149.77-	0.00	0.63-	0.00 CERT	0.00	150.40-TR
2019 RF200622	294302	201912	0.00	0.00	0.00	0.00 1950	223.85-	223.85-RF
2019 RF200622	294302	201912	223.85-	0.00	0.00	0.00 1950	223.85	0.00 RF
2019 RF200622	358669	201912	463.61-	0.00	0.00	0.00 1950	463.61-	463.61-RF
2019 RF200622	358669	201912	0.00	0.00	0.00	0.00 CERT	0.00	463.61-TR
2019 929060820T	606730	201912	2,718.87-	0.00	0.00	0.00 CERT	0.00	2,718.87-TR
2019 864061720PHC	709408	202006	144.54-	0.00	21.68-	0.00 CERT	0.00	166.22-TR
2019 RF200618	H3305200000016	202001	0.00	0.00	0.00	0.00 HK10	1,527.82-	1,527.82-RF
2019 RF200618	H3305200000016	202001	1,527.82-	0.00	0.00	0.00 HK10	1,527.82	0.00 RF
2019 TOTAL			6,392.33-	0.00	22.31-	0.00	0.00	6,414.64-
TOTAL REVERSALS			6,842.83-	0.00	34.29-	0.00	0.00	6,877.12-

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 06/01/2020 THRU 06/30/2020
JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
2014 TOTAL			122.77	0.00	23.89	6.19	0.00	152.85
2015 TOTAL			183.94	0.00	80.55	31.40	0.00	295.89
2016 TOTAL			1,180.74	0.00	380.20	118.92	0.00	1,679.86
2017 TOTAL			1,508.96	0.00	421.83	159.00	0.00	2,089.79
2018 TOTAL			6,943.84	0.00	1,872.49	1,678.22	0.00	10,494.55
2019 TOTAL			235,885.54	0.00	16,184.28	514.41	0.00	252,584.23
TOTAL PAYMENTS			245,825.79	0.00	18,963.24	2,508.14	0.00	267,297.17
2018 TOTAL			450.50-	0.00	11.98-	0.00	0.00	462.48-
2019 TOTAL			6,392.33-	0.00	22.31-	0.00	0.00	6,414.64-
TOTAL REVERSALS			6,842.83-	0.00	34.29-	0.00	0.00	6,877.12-
TOTAL FOR UNIT			238,982.96	0.00	18,928.95	2,508.14	0.00	260,420.05

07/01/2020 17:10:1 3493585
TC168

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 08/01/2019 TO 06/30/2020

PAGE: 22
INCLUDES AG ROLLBACK

FISCAL START: 06/01/2019 END: 07/31/2020 JURISDICTION: 0337 FRIENDWD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	3,494,315,010	177,876,981	3,672,191,991	00.521439	18,699,975.86	16,420

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2019	17,783,517.63	916,458.23	916,458.23	18,355,275.84	18,355,275.84	344,700.02	98.16	0.00
2018	207,273.10	294,398.49	294,398.49	124,827.03	124,827.03	376,844.56	24.88	0.01-
2017	45,549.62	3,938.83-	3,938.83-	19,231.37	19,231.37	22,379.42	46.22	0.00
2016	24,040.73	218.79	218.79	7,307.10	7,307.10	16,952.42	30.12	0.00
2015	18,497.82	7.72-	7.72-	4,104.55	4,104.55	14,385.55	22.20	0.00
2014	18,649.85	132.42-	132.42-	3,763.24	3,763.24	14,754.19	20.32	0.00
2013	13,872.95	-00	-00	2,642.45	2,642.45	11,230.50	19.05	0.00
2012	12,039.45	-00	-00	1,067.06	1,067.06	10,972.39	8.86	0.00
2011	11,426.47	-00	-00	1,151.32	1,151.32	10,275.15	10.08	0.00
2010	10,591.35	-00	-00	1,085.67	1,085.67	9,505.68	10.25	0.00
2009	12,161.61	-00	-00	979.14	979.14	11,182.47	8.05	0.00
2008	6,351.51	-00	-00	505.61	505.61	5,845.90	7.96	0.00
2007	2,435.78	-00	-00	457.09	457.09	1,978.69	18.77	0.00
2006	2,787.78	-00	-00	0.00	0.00	2,787.78	0.00	0.00
2005	1,428.40	-00	-00	0.00	0.00	1,428.40	0.00	0.00
2004	650.49	-00	-00	0.00	0.00	650.49	0.00	0.00
2003	647.12	-00	-00	0.00	0.00	647.12	0.00	0.00
2002	924.85	-00	-00	0.00	0.00	924.85	0.00	0.00
2001	941.66	-00	-00	0.00	0.00	941.66	0.00	0.00
2000	996.69	-00	-00	0.00	0.00	996.69	0.00	0.00
1999	481.49	-00	-00	0.00	0.00	481.49	0.00	0.00
1998	0.00	-00	-00	0.00	0.00	0.00	0.00	0.00
****	18,175,266.35	1,206,996.54	1,206,996.54	18,522,397.47	18,522,397.47	859,865.42		0.01-

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 247
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2020
LAND VALUE	4,537,437.822	3,891,505.950	52,863.795	42,919-	52,820,876	3,944,326,826
AG EXCLUSION	24,683,691	24,683,691	944,958	0	944,958	25,628,649
IMPROVEMENTS	645,931,872	645,931,872	177,228,570	1,750,295-	175,478,275	821,410,147
APPRAISED VALUE	4,537,437.822	4,537,437.822	230,092,365	1,793,214-	228,299,151	4,765,736,973
EXEMPTIONS	1,018,439,121	1,018,439,121	37,822,637	11,654,575	50,422,170	1,068,861,291
TAXABLE VALUE	3,494,315.010	3,494,315.010	191,324,770	13,447,789-	177,876,981	3,672,191,991
LEVY	17,783,517.63	17,783,517.63	1,254,976.05	338,517.82-	916,458.23	18,699,975.86
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	482	110	115	10,115
OVER 65	2,975	2,975	129	56	58	3,033
DISABLED	181	181	5	10	10	191
VETERAN	205	205	12	4	4	209
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2020
LAND VALUE	4,207,374.518	3,589,474.109	0	616,407-	616,407-	3,588,857,702
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	18,460	59,530,155	59,548,615	677,449,024
APPRAISED VALUE	4,207,374,518	4,207,374,518	18,460	58,913,748	58,932,208	4,266,306,726
EXEMPTIONS	891,117,422	891,117,422	0	4,184,319	4,184,319	895,301,741
TAXABLE VALUE	3,292,414,186	3,292,414,186	18,460	54,729,429	54,747,889	3,347,162,075
LEVY	207,273.10	207,273.10	98.28	294,300.21	294,398.49	501,671.59
UNCOLLECTIBLE	.00	.01	.00	.00	.00	.01
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	52	52	10,053
OVER 65	2,897	2,897	0	15	15	2,912
DISABLED	0	0	0	6	6	6
VETERAN	204	204	0	1	1	205
TOTAL EXEMPT	0	0	0	0	0	0

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2017
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 249
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2020
LAND VALUE	4,271,816,787	3,655,904,976	0	0	0	3,655,904,976
AG EXCLUSION	18,989,755	18,989,755	0	0	0	18,989,755
IMPROVEMENTS	615,911,811	615,911,811	686,283	43,070-	643,213	616,555,024
APPRAISED VALUE	4,271,816,787	4,271,816,787	686,283	43,070-	643,213	4,272,460,000
EXEMPTIONS	988,826,434	988,826,434	603,304	805,302	1,408,606	990,235,040
TAXABLE VALUE	3,264,000,598	3,264,000,598	82,979	848,372-	765,393-	3,263,235,205
LEVY	45,549.62	45,549.62	437.59	4,376.42-	3,938.83-	41,610.79
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,005	10,005	0	15	15	10,020
OVER 65	2,854	2,854	0	0	0	2,854
DISABLED	0	0	0	0	0	0
VETERAN	207	207	0	1	1	208
TOTAL EXEMPT	647	647	0	0	0	647

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 06/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2020
LAND VALUE	3,999,127,118	3,429,239,107	0	0	0	3,429,239,107
AG EXCLUSION	13,436,213	13,436,213	0	0	0	13,436,213
IMPROVEMENTS	569,888,011	569,888,011	0	32,540-	32,540-	569,855,471
APPRAISED VALUE	3,999,127,118	3,999,127,118	0	32,540-	32,540-	3,999,094,578
EXEMPTIONS	968,850,710	968,850,710	0	60,438-	60,438-	968,790,272
TAXABLE VALUE	3,016,840,195	3,016,840,195	0	27,898	27,898	3,016,868,093
LEVY	24,040.73	24,040.73	.00	218.79	218.79	24,259.52
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	9,913	9,913	0	1-	1-	9,912
OVER 65	2,721	2,721	0	1-	1-	2,720
DISABLED	0	0	0	0	0	0
VETERAN	242	242	0	1	1	243
TOTAL EXEMPT	642	642	0	0	0	642

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 06/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2020
LAND VALUE	3,624,772,568	3,125,559,710	0	0	0	3,125,559,710
AG EXCLUSION	17,997,504	17,997,504	0	0	0	17,997,504
IMPROVEMENTS	499,212,858	499,212,858	0	23,010-	23,010-	499,189,848
APPRAISED VALUE	3,624,772,568	3,624,772,568	0	23,010-	23,010-	3,624,749,558
EXEMPTIONS	906,250,004	906,250,004	0	14,783-	14,783-	906,235,221
TAXABLE VALUE	2,700,525,060	2,700,525,060	0	8,227-	8,227-	2,700,516,833
LEVY	18,497.82	18,497.82	.00	7.72-	7.72-	18,490.10
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	9,425	9,425	0	0	0	9,425
OVER 65	2,517	2,517	0	1-	1-	2,516
DISABLED	170	170	0	0	0	170
VETERAN	231	231	0	1	1	232
TOTAL EXEMPT	632	632	0	0	0	632

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2014
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 252
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2019	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 06/30/2020
LAND VALUE	3,220,611,338	2,761,917,896	0	0	0	2,761,917,896
AG EXCLUSION	22,656,763	22,656,763	0	0	0	22,656,763
IMPROVEMENTS	458,693,442	458,693,442	0	0	0	458,693,442
APPRAISED VALUE	3,220,611,338	3,220,611,338	0	0	0	3,220,611,338
EXEMPTIONS	739,118,459	739,118,459	0	22,392	22,392	739,140,851
TAXABLE VALUE	2,458,836,116	2,458,836,116	0	22,392-	22,392-	2,458,813,724
LEVY	18,649.85	18,649.85	.00	132.42-	132.42-	18,517.43
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	9,648	9,648	0	1	1	9,649
OVER 65	2,524	2,524	0	0	0	2,524
DISABLED	176	176	0	0	0	176
VETERAN	220	220	0	0	0	220
TOTAL EXEMPT	624	624	0	0	0	624

Summary of Jurisdiction Remittances Processed

Report run on: July 2, 2020 3:55 PM

For Remitted Deposit Dates 06/01/2020 thru 06/30/2020 as of 07/02/2020

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 58321	Print Date:06/03/2020						
	Current	8,531.16	1,762.39	0.00	0.00	0.00	10,293.55
	Delq	343.47	64.00	0.00	0.00	0.00	407.47
Last Deposit Date	06/01/2020	\$8,874.63	\$1,826.39	\$0.00	\$0.00	\$0.00	\$10,701.02
ACH 58361	Print Date:06/03/2020						
	Current	12,037.15	2,486.77	0.00	0.00	0.00	14,523.92
	Delq	127.21	16.98	0.00	0.00	0.00	144.19
Last Deposit Date	06/02/2020	\$12,164.36	\$2,503.75	\$0.00	\$0.00	\$0.00	\$14,668.11
ACH 58403	Print Date:06/05/2020						
	Current	37,533.32	7,753.91	0.00	0.00	0.00	45,287.23
	Delq	1,653.57	345.37	0.00	0.00	0.00	1,998.94
Last Deposit Date	06/03/2020	\$39,186.89	\$8,099.28	\$0.00	\$0.00	\$0.00	\$47,286.17
ACH 58442	Print Date:06/08/2020						
	Current	8,164.37	1,686.68	0.00	0.00	0.00	9,851.05
	Delq	0.01	0.00	0.00	0.00	0.00	0.01
Last Deposit Date	06/04/2020	\$8,164.38	\$1,686.68	\$0.00	\$0.00	\$0.00	\$9,851.06
ACH 58482	Print Date:06/09/2020						
	Current	17,591.72	3,634.23	0.00	0.00	0.00	21,225.95
	Delq	163.50	35.77	0.00	0.00	0.00	199.27
Last Deposit Date	06/05/2020	\$17,755.22	\$3,670.00	\$0.00	\$0.00	\$0.00	\$21,425.22
ACH 58522	Print Date:06/09/2020						
	Current	10,489.94	2,167.11	0.00	0.00	0.00	12,657.05
	Delq	693.33	145.72	0.00	0.00	0.00	839.05
Last Deposit Date	06/08/2020	\$11,183.27	\$2,312.83	\$0.00	\$0.00	\$0.00	\$13,496.10
ACH 58562	Print Date:06/10/2020						
	Current	1,823.41	376.70	0.00	0.00	0.00	2,200.11
	Delq	183.51	39.98	0.00	0.00	0.00	223.49
Last Deposit Date	06/09/2020	\$2,006.92	\$416.68	\$0.00	\$0.00	\$0.00	\$2,423.60
ACH 58599	Print Date:06/11/2020						
	Current	3,464.16	715.65	0.00	0.00	0.00	4,179.81
	Delq	443.37	96.57	0.00	0.00	0.00	539.94
Last Deposit Date	06/10/2020	\$3,907.53	\$812.22	\$0.00	\$0.00	\$0.00	\$4,719.75
ACH 58639	Print Date:06/15/2020						
	Current	1,930.87	398.90	0.00	0.00	0.00	2,329.77
Last Deposit Date	06/11/2020	\$1,930.87	\$398.90	\$0.00	\$0.00	\$0.00	\$2,329.77
ACH 58676	Print Date:06/15/2020						
	Current	3,066.58	633.53	0.00	0.00	0.00	3,700.11
Last Deposit Date	06/12/2020	\$3,066.58	\$633.53	\$0.00	\$0.00	\$0.00	\$3,700.11
ACH 58714	Print Date:06/16/2020						
	Current	650.61	134.40	0.00	0.00	0.00	785.01
Last Deposit Date	06/15/2020	\$650.61	\$134.40	\$0.00	\$0.00	\$0.00	\$785.01

ACTGL_TU_REMIT_SP

Summary of Jurisdiction Remittances Processed

Report run on: July 2, 2020 3:55 PM

For Remitted Deposit Dates 06/01/2020 thru 06/30/2020 as of 07/02/2020

Version 1.50

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 58748	Print Date:06/17/2020						
	Current	6,020.23	1,243.71	0.00	0.00	0.00	7,263.94
	Delq	50.08	11.01	0.00	0.00	0.00	61.09
Last Deposit Date	06/16/2020	\$6,070.31	\$1,254.72	\$0.00	\$0.00	\$0.00	\$7,325.03
ACH 58786	Print Date:06/19/2020						
	Current	4,227.93	873.43	0.00	0.00	0.00	5,101.36
	Delq	(379.78)	(82.70)	0.00	0.00	0.00	(462.48)
Last Deposit Date	06/17/2020	\$3,848.15	\$790.73	\$0.00	\$0.00	\$0.00	\$4,638.88
ACH 58824	Print Date:06/19/2020						
	Current	1,886.90	389.81	0.00	0.00	0.00	2,276.71
	Delq	83.27	18.14	0.00	0.00	0.00	101.41
Last Deposit Date	06/18/2020	\$1,970.17	\$407.95	\$0.00	\$0.00	\$0.00	\$2,378.12
ACH 58856	Print Date:06/23/2020						
	Current	10,854.25	2,242.33	0.00	0.00	0.00	13,096.58
	Delq	485.64	105.90	0.00	0.00	0.00	591.54
Last Deposit Date	06/19/2020	\$11,339.89	\$2,348.23	\$0.00	\$0.00	\$0.00	\$13,688.12
ACH 58896	Print Date:06/24/2020						
	Current	7,596.72	1,569.41	0.00	0.00	0.00	9,166.13
	Delq	589.69	103.69	0.00	0.00	0.00	693.38
Last Deposit Date	06/22/2020	\$8,186.41	\$1,673.10	\$0.00	\$0.00	\$0.00	\$9,859.51
ACH 58936	Print Date:06/24/2020						
	Current	15,739.48	3,251.58	0.00	0.00	0.00	18,991.06
Last Deposit Date	06/23/2020	\$15,739.48	\$3,251.58	\$0.00	\$0.00	\$0.00	\$18,991.06
ACH 58973	Print Date:06/26/2020						
	Current	5,697.17	1,176.97	0.00	0.00	0.00	6,874.14
	Delq	5,241.23	1,131.65	0.00	0.00	0.00	6,372.88
Last Deposit Date	06/24/2020	\$10,938.40	\$2,308.62	\$0.00	\$0.00	\$0.00	\$13,247.02
ACH 59011	Print Date:06/26/2020						
	Current	11,080.46	2,289.08	0.00	0.00	0.00	13,369.54
	Delq	442.44	97.16	0.00	0.00	0.00	539.60
Last Deposit Date	06/25/2020	\$11,522.90	\$2,386.24	\$0.00	\$0.00	\$0.00	\$13,909.14
ACH 59044	Print Date:06/30/2020						
	Current	10,661.37	2,202.47	0.00	0.00	0.00	12,863.84
Last Deposit Date	06/26/2020	\$10,661.37	\$2,202.47	\$0.00	\$0.00	\$0.00	\$12,863.84
ACH 59080	Print Date:06/30/2020						
	Current	3,779.10	780.72	0.00	0.00	0.00	4,559.82
Last Deposit Date	06/29/2020	\$3,779.10	\$780.72	\$0.00	\$0.00	\$0.00	\$4,559.82
ACH 59118	Print Date:07/02/2020						
	Current	20,768.08	4,290.42	0.00	0.00	0.00	25,058.50
	Delq	5.70	1.25	0.00	0.00	0.00	6.95
Last Deposit Date	06/30/2020	\$20,773.78	\$4,291.67	\$0.00	\$0.00	\$0.00	\$25,065.45
Total:		\$213,721.22	\$44,190.69	\$0.00	\$0.00	\$0.00	\$257,911.91

ACTGL_TU_REMIT_SP

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: August 3, 2020

Date submitted: 7/1/2020

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Approving the minutes of the July 6, 2020, Council Meeting

Originating Department: City Secretary

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The Council Meeting minutes of July 06, 2020, are submitted for Council's review and consideration.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of the Council Meeting minutes provides a historical document of actions taken by City Council as provided for in the Local Government Code and in the City Charter.

RECOMMENDATIONS

The City Secretary recommends that Council approve the Council meeting minutes as presented.

ATTACHMENTS

1. 07-06-20 Minutes

STATE OF TEXAS
CITY OF FRIENDSWOOD
COUNTIES OF GALVESTON/HARRIS
JULY 6, 2020

5:30 PM – REGULAR MEETING

MINUTES OF A REGULAR MEETING OF THE FRIENDSWOOD CITY COUNCIL THAT WAS HELD ON MONDAY, JULY 6, 2020, AT 05:30 PM AT FRIENDSWOOD CITY HALL COUNCIL CHAMBERS, 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING PRESENT CONSTITUTING A QUORUM:

MAYOR MIKE FOREMAN
MAYOR PRO-TEM SALLY BRANSON
COUNCILMEMBER STEVE ROCKEY
COUNCILMEMBER TRISH HANKS
COUNCILMEMBER ROBERT J. GRIFFON
COUNCILMEMBER JOHN SCOTT
COUNCILMEMBER BRENT ERENWERT
CITY ATTORNEY MARY KAY FISCHER
CITY MANAGER MORAD KABIRI
CITY SECRETARY MELINDA WELSH

1. Call to order

Mayor Foreman called the meeting to order.

2. Invocation – Pastor Justin Baldwin, The Harbor

Mayor Foreman asked Omar Peck to give the invocation since Pastor Justin Baldwin with The Harbor could not attend the meeting.

The invocation was given by Friendswood resident Omar Peck.

3. Pledge of Allegiance – United States and Texas

(HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE)

Mayor Foreman led the Pledge of Allegiance to the United States and to the State of Texas.

4. Communications from the Public

Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The

Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Stephanie Cobb, representative from Ziegler Cooper Architects, addressed Council and stated she is speaking on behalf of First Baptist Church of Friendswood, assisting the church through the Specific Use Permit process and improvements to their campus. Council had asked the Planning and Zoning Commission (P&Z) to look over the city's ordinance for building height requirements in the Downtown District and how they related to the church. One of the questions asked was why was the tower so tall, the tower will be a welcome center, will have a 20 foot by 20 foot base and will house a 16 foot long ministry desk, will serve several different ministries at one time, and provides visibility for the education department and fellowship center. P&Z discussed keeping a small town feel, iconic features like a steeple demonstrate freedoms to worship, not able to set back on property like other churches, and once a four-story building is developed you will not be able to see it.

Omar Peck, Friendswood resident, addressed Council and stated he is speaking on behalf of First Baptist Church of Friendswood. At the May 2020 Council meeting, Pastor David Lorenz asked that the church be involved in discussions regarding the height of the purposed church tower. In the future, if a developer bought the Comerica property and built a four-story building the church would not be visible from the street. The church would like to work with the city regarding the development of the master plan and the Specific Use Permit, and would like the opportunity to develop the property so it is beneficial to the whole city.

5. WORK SESSION

A. Comprehensive Plan Update

Mayor Foreman opened the discussion regarding the Comprehensive Plan update. Community Development Director/City Planner Aubrey Harbin presented a PowerPoint presentation regarding an update to the Comprehensive Plan. A brief history was given, proposal for the update was presented to Council at the February retreat, and Staff has begun in-house updates of the 1998 Comprehensive Plan. The Engineering Department has been working on drainage plans that will be looked at during the update process, and Staff will be incorporating other existing city plans into the Comprehensive Plan. The updated plan will document the successes of the 1998 Comprehensive Plan and give a glimpse of how far the city has come. A few of the successes from the 1998 Comprehensive Plan include a main street corridor created, upgrade to the police facility from the facility on Willowick, plan sites for new fire stations, and water and sewer line extensions. The updated Comprehensive Plan will establish a plan time frame of 20 years, establish update procedures for future reviews and a new design for the plans layout and maps.

City Manager Morad Kabiri stated there will be a more in-depth discussion with Council regarding

the Comprehensive Plan at the upcoming Council retreat to go over specific changes. There is a first draft copy of chapter one provided with the agenda packet backup material.

B. Discussion with the Planning and Zoning Commission regarding Building Height Requirements

Mayor Foreman opened the discussion between Council, Staff, and the Planning and Zoning Commission regarding building height requirements. Community Development Director/City Planner Aubrey Harbin presented a PowerPoint presentation regarding building height requirements. The Planning and Zoning Commission (P&Z) ordinance subcommittee met in response to Council's direction following a Specific Use Permit (SUP) application and presented their recommendation to the rest of P&Z for discussion. The application proposed by First Baptist Church of Friendswood includes a proposed structure reaching an overall maximum height of 90-feet, 10-inches. The Zoning Ordinance's current requirements include a maximum building height of 70-feet and four-stories for the Downtown District, other zoning districts have a maximum building height of 40-feet and a 50-feet total combined maximum height for the building plus chimneys, church spires, flagpoles, monuments, etc. A chart displaying benchmarks of other cities was shown, cities were selected with regional cities in the area, and Staff reviewed the Texas Downtown Association's website for other cities with downtown areas. Ms. Harbin stated she found it interesting that the 70-foot requirement is not that common, most requirements are 40-feet, some exceptions for increased heights include increase setbacks, and some cities had no maximum height requirements.

City Manager Morad Kabiri opened the Planning and Zoning Commission's (P&Z) portion of the Joint Work Session.

Planning and Zoning Commission Chair Joe Matranga stated when the request first came to P&Z it seemed simple, First Baptist Church of Friendswood is a long-time entity in the City of Friendswood and a good neighbor to the city, discussions became complicated, and wanted to make sure different topics were looked into in-depth. Discussions included to eliminate ordinance contradictions and clarify language and terms, avoid unintended consequences, maintain the small town character of Friendswood, consider the impact on neighbors, consider the purpose of certain types of structures and their height, visibility of the church, and protect the future of the Downtown District. P&Z's recommendation includes removing conflicting language in the Height Definition, Section 20, removing redundancy in Area and Height Exceptions, Section 7, clarifying height regulations by district, Section 7, and uphold the maximum building height as recommended by the original "Main Street Committee".

Discussion took place between Mayor, Council, the Planning and Zoning Commission, and Staff regarding that notices were sent to residents that live within 200 feet of First Baptist Church of Friendswood and Staff did not receive any responses back, prevent unintended consequences, personal property rights issue versus zoning requirements, all churches need to be treated equally, and conflicting language in current height definition. The consensus of Council was for P&Z to work on an ordinance that will allow First Baptist Church of Friendswood to meet their vision of 91 feet and to include exception language to exclude as many unintended consequences as possible.

Planning and Zoning Commission Chair Joe Matranga adjourned the Planning and Zoning Commission's portion of the Joint Work Session.

6. CLOSED EXECUTIVE SESSION

A. Communications from the Public regarding Executive Session topics.

Mayor Foreman asked if anyone would like to speak regarding the Executive Session.

Phil Ratisseau, Friendswood resident, addressed Council and asked if Council could provide an update once they reconvened regarding the issue of Friendswood Lake.

Councilmember Rockey stated an update could not be provided since Council is meeting with the City Attorney.

B. Council may convene into Executive Session in accordance with the Texas Government Code, pursuant to Section 551.071; Consultation with Attorney; to consult with its attorney about pending litigation, Cause No. 18-CV-0108; Joseph Tostado v. City of Friendswood; in the 122nd Judicial District Court of Galveston County, Texas, with possible discussion and action related thereto in open session.

Council convened into Executive Session in accordance with Texas Government Code, pursuant to Section 551.071; Consultation with Attorney; to consult with its attorney about pending litigation, Cause No. 18-CV-0108; Joseph Tostado v. City of Friendswood; in the 122nd Judicial District Court of Galveston County, Texas.

C. Council may convene into Executive Session in accordance with Section 551.087; Deliberation regarding economic development negotiations; to deliberate the offer of a financial or other incentive to a business prospect with possible discussion and action related thereto in open session.

Council convened into Executive Session in accordance with Texas Government Code, pursuant to Section 551.087 –Deliberation regarding economic development negotiations; to deliberate the offer of a financial or other incentive to a business prospect.

7. RECONVENE INTO OPEN SESSION

Council reconvened into Open Session with no action taken later in the meeting.

8. Special Recognition and Acknowledgements

A. Presentation of the 17th Consecutive Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award by Phyllis Rinehart, Controller for the City of La Porte, representing the Gulf Coast Government Finance Officers Association and Government Finance Officers Association of Texas.

Phyllis Rinehart, Controller for the City of La Porte, representing the Gulf Coast Government Finance Officers Association and Government Finance Officers Association of Texas presented the Government Finance Officers Association's Distinguished Budget Presentation Award to Administrative Services Director Katina Hampton and her Staff. Ms. Hampton thanked the Administrative Services Department Staff and the budget team for their help and support.

9. Communications from the Public

Communications from the Public (To comply with provisions of the Open Meetings Act, the City Council may not deliberate on items discussed under this agenda item. The Council may refer this item to the City Manager or direct this item to be placed on the next regular Council agenda. Out of respect for those speaking during public comment, please refrain from any outbursts or interjections to include, but not limited to, applause and/or disparaging noises from the audience. Doing so discourages others from voicing their thoughts and opinions, and disrupts the meeting. Furthermore, any personnel complaints against a City employee aside from the City Manager, City Secretary, City Attorney or Municipal Judge cannot be discussed under this section. Please contact the City Manager's office for concerns involving a City employee.)

Mayor Foreman asked if anyone would like to speak. No one spoke.

10. City Manager's Report

A. Lifeline EMS Gold Plus recognition of Friendswood Emergency Medical Services (EMS)

City Manager Morad Kabiri reported that for the fourth year in a row, the Friendswood Volunteer Fire Department's Emergency Medical Services (EMS) division has achieved the American Heart Association's 2020 Mission: Lifeline EMS Gold Plus recognition for prehospital personnel. They are the first providers of care to patients suffering from a ST-Elevation Myocardial Infarction (STEMI) heart attack and are an integral part of the STEMI system of care impacting the overall care and outcome of the patient. This achievement illustrates a commitment to providing guidelines-based care while meeting high standards of performance.

B. Friendswood Police Department Operations

The City Manager reported that in regard to the national dialogue taking place, the Friendswood Police Department routinely evaluates protocols and stays abreast of new training requirements and techniques. The Friendswood Police Department utilizes a continuous training cycle that is overseen by the Texas Commission on Law Enforcement (TCOLE). The department is inspected biannually to ensure its compliance with state-mandated training. The curriculum for all of the required training can be found on the TCOLE website <https://www.tcole.texas.gov/>.

C. Tree Preservation Requirements

The City Manager reported that the City of Friendswood has a tree preservation requirement in the city's Design Criteria Manual. Mitigation is required for existing trees 12-inches in diameter and measures 4.5-feet above natural grade, and qualified trees that are listed is contained in the Design Criteria Manual, Appendix D. State law limits municipalities from regulating anything smaller than 10-inches in diameter, and any preservation requirements must allow for a fee in lieu of replacement. The Planning & Zoning Commission is currently evaluating the city's tree preservation requirements.

D. Hurricane Harvey Update

The City Manager reported that in regards to Hurricane Harvey the demolition and removal services have started on properties acquired through the Hazard Mitigation Grant Program and the Texas Water Development Board Flood Mitigation Assistance Grant. Two of the four properties acquired through the Texas Water Development Board Flood Mitigation Assistance Grant project have been closed on or soon to be closed on and two properties have declined offers. Community Development Block Grant – Disaster Recovery Program for Harris County held a kick-off meeting for the Blackhawk Facility, and a contract has been finalized with Harris County for the Forest Bend Detention Project. In regard to Community Development Block Grant – Disaster Recovery Program for Galveston County the Texas General Land Office (GLO) has approved and started contracting phases for two acquisition projects (Frenchman's Creek and Deepwood), contracts have been signed for both the infrastructure projects (utility line burial and Deepwood flood mitigation). An interlocal agreement with Galveston County Consolidated Drainage District has been approved for the acquisition of nine properties along Clear Creek. The Federal Emergency Management Agency (FEMA) has completed their review of the Deepwood/Shadwell damage costing/project efforts, and currently reviewing the city's project to acquire the Blackhawk Facility, and Engineering Staff is working with neighboring drainage districts on application development for regional mitigation projects.

E. Coronavirus Disease 2019 (COVID-19) Update

The City Manager reported that COVID-19 has had a significant impact not just on the City of Friendswood and our region but globally also. Last week Governor Greg Abbott issued two executive orders, no outdoor gatherings of more than 10 people and the requirement of face masks. In the City of Friendswood the numbers continue to rise, concern with a number of Staff members contracting COVID-19, city facilities will be closed to the public again starting July 7, 2020, disinfecting efforts of employee workspaces/vehicles will be ramped up, use of personal protective equipment (PPE) for all city employees in common areas has been enacted, and partnering with Galveston County for continuous COVID-19 testing.

Councilmember Rockey asked if unused budget funds for the Fourth of July event could be rolled over to next year's budget, and City Manager Morad Kabiri answered any unused funds would be rolled to fund balance and Council can direct Staff during the next budget year to fund a particular budget line item and request the funds as a one-time expenditure from fund balance.

11. Communications from Committees and Special Reports

A. Declaration of Independence

A video was shown of Friendswood's next generation reading the Declaration of Independence.

12. Discussion and Possible Action

A. Discussion and possible action regarding the election of the Mayor Pro Tem

******Councilmember Branson moved to nominate Councilmember Trish Hanks as Mayor Pro-Tem for 2020-2021.

The motion was seconded and approved unanimously.

B. Discussion and possible action regarding the re-appointment of Judge James Woltz and Alternate Judge Robert Barfield for the Friendswood Municipal Court

******Councilmember Scott moved to approve the reappointment of Municipal Court Judge James Woltz and Alternate Judge Robert Barfield for the Friendswood Municipal Court with terms to expire July 2022.

The motion was seconded and approved unanimously.

C. Discussion and possible action regarding appointments to the following boards, committees, and commissions:

4th of July Steering Committee – Reappoint Renae Rives, Kathy S. Molinaro, Barbara Blanchard and Terri Corbett each to a 4-month term expiring November 2020.

Keep Friendswood Beautiful – Reappoint Todd Mendenhall and Natasha McAdoo each to a 4-month term expiring November 2020.

Friendswood Downtown Economic Development Corporation – Reappoint Arden Hill, Paul Marx and Elmer Johnson each to a 1-year term expiring July 2021; reappoint Patrick McGinnis, Alton Todd, Ron Cox and Rebecca Hillenburg each to a 2-year term expiring July 2022.

Planning and Zoning Commission – Appoint Tom Hinckley to a 3-year term expiring July 2023, to replace Eric Guenther who resigned; reappoint Brett Banfield to a 3-year term expiring July 2023.

Zoning Board of Adjustment & Appeals – Appoint Megan McKay and Clay Smith as alternate members to a 2-year term each expiring July 2022, to replace Linda Thornton and Glen Grayban; reappoint Jason Byers as an alternate member to a 2-year term expiring July 2022; appoint Glen Grayban as a regular member from alternate member to a 2-year term expiring July 2022, to replace David O'Brien who resigned; reappoint Mike Czarowitz and Ron Dyer as regular members each to a 2-year term expiring July 2022.

******Councilmember Griffon moved to approve the reappointment of Renae Rives, Kathy S. Molinaro, Barbara Blanchard and Terri Corbett to the Fourth of July Steering Committee with terms to expire November 2020, reappointment of Todd Mendenhall and Natasha McAdoo to Keep Friendswood

Beautiful with terms to expire November 2020, reappointment of Arden Hill, Paul Marx and Elmer Johnson to the Friendswood Downtown Economic Development Corporation with terms to expire July 2021, reappointment of Patrick McGinnis, Alton Todd, Ron Cox and Rebecca Hillenburg to the Friendswood Downtown Economic Development Corporation with terms to expire July 2022, appointment of Tom Hinckley to the Planning and Zoning Commission with a term to expire July 2023, reappointment of Brett Banfield to the Planning and Zoning Commission with a term to expire July 2023, appointment of alternate members Megan McKay and Clay Smith to the Zoning Board of Adjustment and Appeals with terms to expire July 2022, reappointment of alternate member Jason Byers to the Zoning Board of Adjustment and Appeals with a term to expire July 2022, appointment of Glen Grayban to move from alternate member to regular member on the Zoning Board of Adjustment and Appeals with a term to expire July 2022, and reappointment of Mike Czarowitz and Ron Dyer to the Zoning Board of Adjustment and Appeals with terms to expire July 2022. The motion was seconded and approved unanimously.

D. Discussion and possible action regarding approving an agreement with Galveston County for Election Services

****Councilmember Scott moved to approve an agreement with Galveston County for Election Services.**

The motion was seconded and approved unanimously.

E. Discussion and possible action regarding approving a contract with Network Cabling Service to extend fiber optic cable to city facilities

****Councilmember Scott moved to approve a contract with Network Cabling Service to extend fiber optic cable to city facilities.**

The motion was seconded and approved unanimously.

F. Discussion and possible action regarding approving an agreement between the City of Friendswood and Harris County for the Blackhawk Property acquisition and rehabilitation project and authorizing the City Manager to make necessary amendments to the agreement

****Councilmember Scott moved to approve an agreement between the City of Friendswood and Harris County for the Blackhawk Property acquisition and rehabilitation project and authorizing the City Manager to make necessary amendments to the agreement.**

The motion was seconded and approved unanimously.

G. Discussion and possible action regarding approving an agreement between the City of Friendswood and 5 Engineering, LLC, for professional services for the 2020 Lift Station Mitigation Project

****Councilmember Scott moved to approve an agreement between the City of Friendswood and 5 Engineering, LLC, for professional services for the 2020 Lift Station Mitigation Project.**

The motion was seconded and approved unanimously.

13. Resolution

Consideration and possible action regarding the following:

- A. Resolution R2020-18: A resolution of the City of Friendswood, Texas, expressing official intent to reimburse costs of the City of Friendswood Public Safety Building expansion and Fire Station construction.

******Councilmember Griffon moved to approve Resolution No. **R2020-18** – A resolution of the City of Friendswood, Texas, expressing official intent to reimburse costs of the City of Friendswood Public Safety Building expansion and Fire Station construction.
The motion was seconded and approved unanimously.

14. Ordinance

Consideration and possible action regarding the following:

- A. Ordinance No. T2020-27: First and Final reading of an ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment VIII" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.

******Councilmember Branson moved to approve the First and Final reading of Ordinance No. **2020-27** – An ordinance amending City of Friendswood, Texas, Ordinance No. 2019-38, passed and approved October 7, 2019, same being an ordinance approving and adopting the City's General Budget for Fiscal Year 2019-2020 by approving "Budget Amendment VIII" to the "Original General Budget of the City of Friendswood, Texas, for the Fiscal Year 2019-2020"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.
The motion was seconded and approved unanimously.

15. Communications from the Mayor and Councilmembers

Councilmember Rockey stated everyone has witnessed the national debate about police and police tactics, has always been impressed with the professionalism of the City of Friendswood Police Department, are well trained, and demonstrate a willingness to take the gentlest/mildest approach to situations. The Police Department deal with tense situations and sometimes the most mundane of traffic stops. He recently received a warning for doing 30 MPH in a 20 MPH zone, and was cautioned by the officer not to argue with him in the future, and the officer was right. Recently served on a jury in Galveston County that involved a Driving While Intoxicated (DWI) case from the City of Friendswood. The jury watched video of the officer, he was professional, courteous, and extremely firm about what he wanted to accomplish. Councilmember Rockey further stated he is extremely proud of the City of Friendswood police force and how they manage things.

Councilmember Branson stated she sleeps better at night knowing that Friendswood Police Chief Bob Wieners is on the job, and thanked the City of Friendswood Police Department for the job they do. She believes it is unique all the number of volunteers being reappointed to committees, wishes their pay could be increased, and truly appreciates the volunteers time and dedication. The City of Friendswood was founded on volunteerism and appreciates that the spirit is still alive and well 125 years later.

Councilmember Hanks stated she has known Friendswood Police Chief Bob Wieners for 20 years, has worked closely with him for 15 years, she knows what Chief Wieners and his department is made of, they care about the communities wellbeing, has the upmost respect and trust in Friendswood's Police Officers, and she believes the majority of people share her views about respecting the work they do. The city has many good volunteers. Keep Friendswood Beautiful opened the fairy trail this past month, has gotten some national and local press, took her grandkids to the fairy trail and it was an amazing and positive thing. Thanked the volunteers and Staff who helped with the Fourth of July event and it was a good decision to keep the tradition alive but in a safe way. Council receives many different compliments from people complimenting city Staff, recently received one from a state official regarding City Manager Morad Kabiri. People having trouble with the economy due to Coronavirus can get help through the food pantry at Mary Queen Catholic Church, open four hours a day, five days a week, have been serving 1,400 to 1,500 people a month, and people can come once a month. The food pantry has put out a request for help, go to their website if you would like to help. She believes that everyone that comes before Council has a bias and personal opinion, every committee that meets may not agree with Council, and it is important for them to have a voice. Thanked Councilmember Branson for the Mayor Pro-Tem nomination, and she will have big shoes to fill.

Councilmember Griffon stated he believes the Friendswood Police Department does a wonderful job. Mayor Mike Foreman has a lot on his shoulders and the Fourth of July parade for the city's 125th Fourth of July weighed immensely on him. All the citizens who participated in the seven different parade routes truly enjoyed it. Councilmember Griffon congratulated Katarina Gaido on her United States citizenship, she has lived here for eight years and has two beautiful children.

Councilmember Scott wished all American citizens a Happy Independence Day, should question where we are today as a society, and this mob rule mentality is Marxism. The good news is we have the power to fight back, not just by voting, volunteer to watch Council meetings or participate in the city's commissions. Cultural Marxism started spreading in this county 50 years ago. We live in a society where you can be shamed out of a prominent position if you are a professional athlete or anybody else you can be shamed over something from 15 - 20 years ago. Thanked each member of Council for participating in government. The mask rule was removed from the Council agenda because Governor Greg Abbott superseded Council's ability to vote on an ordinance. Benjamin Franklin stated that those willing to give up a little bit of liberty for a little bit of safety will soon have neither. He did not agree with a mask ordinance at all. Read what Black Lives Matter is about, destruction of nuclear family. Cultural Marxism is real and as we celebrate our independence from a tyrannical government, get involved with your local government so we can take it back.

Councilmember Erenwert stated he was fortunate enough to participate in the Fourth of July Parade, could not believe how many residents were out, saw signs thanking the police officers and firefighters, was a neat process, and thanked the Fourth of July Steering Committee and the Parks and Recreation Department for putting the event on.

Mayor Foreman thanked the Fourth of July Steering Committee, city Staff, and everyone who made the city's Fourth of July celebration happen. People have mentioned to him that difficult decisions have had to be made, leaders have to get all the information and protect city Staff and citizens, Council swore an oath to protect the citizens and they try their best to do that.

16. Consent Agenda

Consideration and possible action regarding the following:

- A. Authorizing the final acceptance of the City of Friendswood's 2018 Street Maintenance project and initiate the contractor's one year maintenance bond
- B. Approving the appointments of City Council Liaisons to Committees, Boards, and Commissions
- C. Approving the modification and signing of an Interlocal Agreement with Galveston County for the transfer of CARES Act funding
- D. Accepting the May 2020 Tax Report
- E. Approving the minutes of the June 1, 2020, Council Meeting

****Councilmember Scott moved to approve all items on the Consent Agenda as presented: A. Authorizing the final acceptance of the City of Friendswood's 2018 Street Maintenance project and initiate the contractor's one year maintenance bond. B. Approving the appointments of City Council Liaisons to Committees, Boards, and Commissions. C. Approving the modification and signing of an Interlocal Agreement with Galveston County for the transfer of CARES Act funding. D. Accepting the May 2020 Tax Report. E. Approving the minutes of the June 1, 2020, Council Meeting.**

The motion was seconded and approved unanimously.

17. Adjournment

The meeting was adjourned at 8:04 PM.

Mayor Mike Foreman

Attest:

Melinda Welsh, TRMC
City Secretary