

#### FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT 302 LAUREL DRIVE FRIENDSWOOD, TEXAS 77546 (281) 482-1267

# **COMPETITIVE SEALED PROPOSAL**

## CSP #25-003 505 BRIARMEADOW AVENUE FRIENDSWOOD, TEXAS 77546

Issued: January 29, 2025

### SUBMISSION DEADLINE FOR COMPETITIVE SEALED PROPOSALS:

Deadline for receipt of submissions is 2:00 P.M. Thursday, March 6, 2025



### FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT 302 LAUREL DRIVE FRIENDSWOOD, TEXAS 77546 (281) 482-1267

### CSP #25-003 - 505 BRIARMEADOW AVENUE FRIENDSWOOD, TEXAS 77546

### OFFER INSTRUCTIONS FOR SALE OF A 11.39 ACRE TRACT OF IMPROVED PROPERTY BY FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

### Property

The property consists of a 11.39 -acre tract of improved property located in Galveston County located at 505 Briarmeadow Avenue Friendswood Texas 77546, as depicted and described in the Site Information Package attached as Exhibit A.

### Instructions:

1. All offers must be submitted on the form of Letter of Intent attached hereto as Exhibit B. To submit an offer, the offeror must complete all sections of the Letter of Intent, include all required Exhibits A & C to the Letter of Intent, and submit one (1) original and two (2) copies of the executed Letter of Intent.

2. All offers must be accompanied by an earnest money check, in the amount of **\$5,000.00** made payable to Friendswood Independent School District.

3. All required submissions should be delivered Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. (up to the deadline for submission) to:

### \*\*\* No deliveries will be accepted on February 14, 2025 due to District closure.

**MAIL DELIVERY:** Response(s) sent by mail MUST be addressed to:

Friendswood Independent School District CSP #25-003 - 505 Briarmeadow Avenue Friendswood, Texas 77546 Attn: Tabitha McCain, FISD Purchasing Coordinator 302 Laurel Drive Friendswood, Texas 77546 **HAND DELIVERY:** Hand delivered responses MUST be taken to the above address.

4. The Letter of Intent and earnest money check must be delivered to the above address no later than 2:00 p.m. March 6, 2025 to be considered. <u>If an acceptable offer is not</u> <u>received by the above deadline, the Seller reserves the right to keep this request for</u> <u>sealed offers open on a rolling basis until an acceptable offer is received.</u>

5. Prospective offerors may tour/view the property on Thursday, February 20, 2025. Check in at 8:50 a.m. to begin promptly at 9:00 a.m. and end by 11:00 a.m.

6. THE ATTACHED LETTER OF INTENT ONCE EXECUTED BY AN OFFEROR CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY AND MAY CREATE LEGAL OBLIGATIONS ON THE OFFEROR. AN OFFER MAY ONLY BE ACCEPTED BY FORMAL ACTION OF THE FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES. OFFERORS MAY WISH TO HAVE AN ATTORNEY REVIEW THE LETTER OF INTENT TO ADVISE THEM AS TO THE EFFECTS THEREOF.

7. FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, PHYSICAL OR ENVIRONMENTAL CONDITIONS, THE VALUE, CONDITION, MERCHANTABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY.

OFFERORS SHALL ACKNOWLEDGE AND AGREE THAT THE PROPERTY SHALL BE CONVEYED, AND PURCHASER OR TENANT SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS.

8. FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS FOR THE PURCHASE OF THE PROPERTY, OR NEGOTIATE OR MAKE COUNTER-OFFERS TO ANY OFFEROR. IF FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT DECIDES TO ACCEPT AN OFFER FOR THE PURCHASE OF THE PROPERTY, FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT RESERVES THE RIGHT TO CONSIDER OTHER FACTORS IN ADDITION TO THE PURCHASE OR LEASE PRICE OR OTHER TERMS WHEN CONSIDERING WHETHER OR NOT TO ACCEPT AN OFFER. 9. All offers that are not accepted will be returned to the offeror together with the uncashed earnest money deposit check.

10. Questions regarding these procedures or the property must be submitted electronically to: <u>tmccain@fisdk12.net</u> by February 25, 2025 at 4 p.m.



# EXHIBIT A

# Site Information Package

# Galveston CAD Property Search

# Property ID: 201942 For Year 2024

# ■ Property Details

Account					
Property ID:	201942	Geographic ID: 3866-0000-0016-001			
Туре:	R	Zoning: SP			
Property Use:		Condo:			
Location					
Situs Address:	Situs Address: 505 BRIARMEADOW AVE FRIENDSWOOD, TX 77546				
Map ID:	116-D	Mapsco:			
Legal Description:	ABST 151 S MCKISSICK SUR PT OF LOTS 16 & 17 (16-1) HARVEY & STOUT SUB OF BLK 5 FRIENDSWOOD SUB				
Abstract/Subdivision:	S3866				
Neighborhood:	(SCHOOL-S12) SCHOOL				
Owner					
Owner ID:	152565				
Name:	ISD-FRIENDSWOOD				
Agent:					
Mailing Address:	TAX OFFICE 302 LAUREL DR FRIENDSWOOD, TX 77546-3923				
% Ownership:	100.0%				
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.				

# ■ Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$9,556,940 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$1,140 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$9,558,080 (=)
Agricultural Value Loss: 🕢	\$0 (-)
Appraised Value:	\$9,558,080 (=)
HS Cap Loss: 😧	\$0 (-)
Circuit Breaker: 😧	\$0 (-)
Assessed Value:	\$9,558,080
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

### Property Taxing Jurisdiction

### **Owner: ISD-FRIENDSWOOD**

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
GGA	GALVESTON COUNTY	0.333460	\$9,558,080	\$0	\$0.00	
CAD	APPRAISAL DISTRICT	0.000000	\$9,558,080	\$0	\$0.00	
C37	FRIENDSWOOD CITY	0.514172	\$9,558,080	\$0	\$0.00	
S12	FRIENDSWOOD ISD	1.040000	\$9,558,080	\$0	\$0.00	
RFL	CO ROAD & FLOOD	0.000040	\$9,558,080	\$0	\$0.00	
D08	GALV CNTY CONSOLIDATED DRAINAGE	0.112000	\$9,558,080	\$0	\$0.00	

Total Tax Rate: 1.999672

Current Estimated Taxes: \$0.00

#### Estimated Taxes Without Exemptions or Limitations: \$191,130.24

### Property Improvement - Building

Type: COMMERCIAL Living Area: 76646.0 sqft Value: \$8,385,130

Туре	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	SCBA	1981	76646
CPY	CANOPY	SCBA	1981	984
CONC	CONCRETE	SCBA	1981	4270

### Description: PARKING Type: COMMERCIAL Living Area: 0 sqft Value: \$1,117,380

Туре	Description	Class CD	Year Built	SQFT
CONC	CONCRETE	*	0	122620

### Description: PARKING Type: COMMERCIAL Living Area: 0 sqft Value: \$54,430

Туре	Description	Class CD	Year Built	SQFT
ASPH	ASPHALT PAVING	*	0	14400

## Property Land

Туре	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
PU	PU	11.39	496,104.84	0.00	0.00	\$1,140	\$0

## Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$9,556,940	\$1,140	\$0	\$9,558,080	\$0	\$9,558,080
2023	\$9,577,340	\$1,140	\$0	\$9,578,480	\$0	\$9,578,480
2022	\$9,577,340	\$1,240,260	\$0	\$10,817,600	\$0	\$10,817,600
2021	\$9,577,340	\$1,240,260	\$0	\$10,817,600	\$0	\$10,817,600
2020	\$5,554,760	\$1,240,260	\$0	\$6,795,020	\$0	\$6,795,020
2019	\$4,073,490	\$1,240,260	\$0	\$5,313,750	\$0	\$5,313,750
2018	\$4,073,490	\$1,240,260	\$0	\$5,313,750	\$0	\$5,313,750
2017	\$4,073,490	\$1,240,260	\$0	\$5,313,750	\$0	\$5,313,750
2016	\$4,073,450	\$1,240,260	\$0	\$5,313,710	\$0	\$5,313,710

## Property Deed History

Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Number

ARB Data

Hearing Date	Board	Owner's Opinion	Cad	<b>Board's Determination</b>	ARB
And Time	Members	Of Value	Value	Of Value	Determination



### CSP #25-003 – 505 BRIARMEADOW AVENUE FRIENDSWOOD, TEXAS 77546

# EXHIBIT B

### LETTER OF INTENT TO PURCHASE REAL PROPERTY

Friendswood Independent School District CSP #25-003 - 505 Briarmeadow Avenue Friendswood, Texas 77546 Attn: Tabitha McCain, FISD Purchasing Coordinator 302 Laurel Drive Friendswood, Texas 77546

Re: Letter of Intent to purchase approximately 11.39 acres, more or less, of real property as depicted in the attached <u>Exhibit "A</u>", and located near the 505 Briarmeadow Avenue, Friendswood, Texas 77546, in Galveston County, Texas.

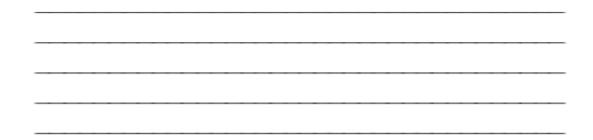
Dear Friendswood Independent School District:

Offeror submits the following offer to purchase the above-described Property, owned by Friendswood Independent School District. Offeror acknowledges that, if accepted by Seller's Board of Trustees, such transaction would be subject to the following material terms, to be finalized by Offeror and Seller in a mutually agreed-upon Agreement CSP #25-003 - 505 Briarmeadow Avenue Friendswood, Texas 77546 to be approved by the Owner's Board of Trustees:

1. Offeror's Legal Name, Contact Representative, Address, Telephone Number and E-mail:

\_\_\_\_\_

- Purchase Price: The purchase price ("<u>Purchase Price</u>") for the Property would be \$\_\_\_\_\_, payable to Seller at closing. Property taxes will be prorated to the date of closing.
- 3. **Earnest Money:** Offeror submits a check herewith in the amount of **\$5,000.00**, payable to Friendswood Independent School District, as Earnest Money.
- 4. **Proposed Land Use**: Offeror's proposed land use is described below or as further explained or depicted in an enclosed attachment:



- 5. Survey and Verifications: Within 20 days after Contract execution, Offeror may obtain a survey of the Property at Offeror's expense.
- 6. **Title Commitment**: Within 15 days after Contract execution, Offeror may, at Offeror's expense, obtain a Title Commitment of the Property.
- 7. **Review Period**: In the event of a purchase and sale transaction, Offeror would be allowed a period of 15 days after receipt of both the Survey and Title Commitment to make written objections to matters affecting title.
- 8. Feasibility Period: To allow Offeror sufficient time to perform the necessary studies, inspections, and assessments related to the Property, Seller would grant to Offeror a period of 30 days from the effective Contract date to conduct such studies, inspections, and assessments. If prior to the expiration of the Feasibility Period the Offeror elects to terminate the Contract for any reason, the Offeror would receive a full refund of the Earnest Money Deposit, less independent consideration of \$1,000.00 for such option.
- 9. **As-Is, Where-Is:** SELLER DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, PHYSICAL OR

ENVIRONMENTAL CONDITIONS, THE VALUE, CONDITION, MERCHANTABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. ACCORDINGLY, OFFEROR ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE CONVEYED AND OFFEROR SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS. FURTHER, THE SALE SHALL BE SUBJECT TO ALL MATTERS OF RECORD.

10. Closing: Closing of the transaction would take place no fewer than 45 days following the Effective Date of the Contract, unless otherwise agreed to by the Parties.

Please be advised that this Letter of Intent is a binding offer to purchase the Property, once accepted by the Seller's Board of Trustees. The parties agree to execute Contract in accordance with the terms of this Letter of Intent, or any other additional terms as negotiated by and acceptable to Offeror and Seller.

Signature of Authorized Representative of Offeror

Printed Name

Date

### EXHIBIT A

## Legal Description: ABST 151 S MCKISSICK SUR PT OF LOTS 16 & 17 (16-1) HARVEY & STOUT SUB OF BLK 5 FRIENDSWOOD SUB

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# ■ Property Details

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Abstract/Subdivision:	S3866				
Neighborhood:	(SCHOOL-S12) SCHOOL				
Owner					
Owner ID:	152565				
Name:	ISD-FRIENDSWOOD				
Agent:					
Mailing Address:	TAX OFFICE 302 LAUREL DR FRIENDSWOOD, TX 77546-3923				
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2017	\$4,073,490	\$1,240,260	\$0	\$5,313,750	\$0	\$5,313,750
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## Property Deed History

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ARB Data

Hearing Date	Board	Owner's Opinion	Cad	<b>Board's Determination</b>	ARB
And Time	Members	Of Value	Value	Of Value	Determination



# **EXHIBIT C**

### OFFERS MUST COMPLETE THE FOLLOWING FISD FORMS:

- ➢ CONFLICT OF INTEREST DISCLOSURE
- ➢ CONFLICT OF INTEREST QUESTIONNAIRE (IF APPLIES)
- ➢ FELONY CONVICTION NOTIFICATION
- ➢ STATE CERTIFICATION FORM



## **CONFLICT OF INTEREST DISCLOSURE**

The following is issued in accordance with State Law and FISD Board Policy BBFA (LEGAL). Failure to make disclosure shall be grounds for termination of any contract entered into with said vendor or proposer.

 The undersigned states that <u>he/she nor the company</u> listed herein <u>has never had</u> or <u>does not have</u> a business relationship with a Board member, member of the Administration or a member of the Staff of Friendswood Independent School District regardless of the nature or amount.

Signed:		
Printed Name:	Date:	
	OR	

2. The undersigned states that <u>he/she and/or the company</u> listed herein <u>has had or does have</u> a business relationship with a member of the Board, Administration or Staff of Friendswood Independent School District regardless of the nature or amount.

Signed: \_\_\_\_\_

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

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

If you signed under #1, you do not need to complete the Conflict of Interest Questionnaire (Form CIQ). If you signed under #2, you *must* complete the Conflict of Interest Questionnaire (Form CIQ).

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
3 Name of local government officer about whom the information is being disclosed.	
Name of Officer	
<ul> <li>4 Describe each employment or other business relationship with the local government offi officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.</li> <li>A. Is the local government officer or a family member of the officer receiving or I other than investment income, from the vendor?</li> <li>Yes</li> <li>No</li> <li>B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable local government al entity?</li> </ul>	th the local government officer. In additional pages to this Form ikely to receive taxable income,
<ul> <li>Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an c ownership interest of one percent or more.</li> <li>Check this box if the vendor has given the local government officer or a family member as described in Section 176 002(a)(2)(P) evoluting aits described in Section 176 002(a)(2)(P).</li> </ul>	officer or director, or holds an
as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0	
Signature of vendor doing business with the governmental entity	Date

### CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



### FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

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

#### THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

#### You must check A, B or C and sign below:

A. Our firm is a publicly held corporation, therefore, this reporting requirement is **not applicable**.

B. Our firm **is not** owned or operated by anyone who has been convicted of a felony.

C. Our firm **is** owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Individual(s): \_\_\_\_\_\_\_\_\_\_(attach additional sheet if necessary)

I, the undersigned for the firm named below, certify that the information concerning notification of felony convictions has been by me and the following information furnished is true to the best of my knowledge.

Company Name: Authorized Official's Name (Printed):

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_



## STATE CERTIFICATIONS FORM

Date:	Federal Tax ID# :
Vendor Name:	
Printed Name of Representative:	
Title:	
Signature:	

### CERTIFICATION REGARDING TERRORIST ORGANIZATIONS [Govt Code 2252 (SB252)]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Initials of Authorized Representative of Vendor

#### **CERTIFICATION REGARDING BOYCOTTING OF ISRAEL** [Govt Code 808 (HB89)]

The following certification shall apply if:

(a) Vendor is not a sole proprietorship;

(b) Vendor has ten (10) or more full-time employees; and

(c) this Agreement has a value of \$100,000.00 or more.

(Otherwise, this certification is not required.)

Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.