



**CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 6, 2023 – 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. INVOCATION

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

4. COUNCIL FOR A DAY

- A. Consider a proclamation declaring March 10, 2023, as Wedgewood Elementary School Day in the City of Friendswood, Texas.

5. COUNCIL COMMENTS AND REPORTS

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

- A. Present an update on Houston-Galveston Area Council Year In Review.

6. PUBLIC COMMENT

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

7. COMMITTEES OR SPECIAL REPORTS

- A. Receive the Planning & Zoning Commission Annual Report.
- B. Receive the Zoning Board of Adjustment Annual Report.

8. WORK SESSION TOPICS

- A. Receive and discuss an update regarding the drainage projects in the City of Friendswood.

9. CITY MANAGER'S REPORT

- A. Recognize the 34th consecutive Certificate of Achievement for Excellence in Financial Reporting for the FY21 Annual Comprehensive Financial Report.
- B. Recognize the Friendswood Library for receiving the Texas Municipal Library Directors Association's Achievement of Excellence in Libraries Award for 2022.
- C. Present an update on the Greater Harris County 9-1-1 Emergency Network Overview.

- D. Recognize Keep Friendswood Beautiful for receiving the Gold Star recognition for 2023 from Keep Texas Beautiful.

10. BUSINESS ITEM

- A. Consider approving the Friendswood Library Long-Range Strategic Plan.
- B. Consider approving the expenditures described in Friendswood Downtown Economic Development Corporation's Resolution No. 2023-01, which authorizes Change Order No. 1 with Pfeiffer & Sons, Ltd, and establishes an owner's contingency for the FM 518 Illumination Project.
- C. Consider approving a contract with Audio Visual Technologies Group, Inc., for an audio visual solution for the training room at the Public Safety Building through BuyBoard.
- D. Consider awarding the 2023 Tank Rehabilitation Project to CFG Industries, LLC (Bid 2023-01).

11. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider a resolution adopting the City Council's Reimbursement Policy.
- B. Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment V" and providing for supplemental appropriation and/or transfer of certain funds.

12. CONSENT AGENDA

- A. Consider a resolution authorizing the Galveston County Mosquito Control District to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood.
- B. Consider ratifying the Seasonal Concessions Agreement with Sterling Sports LLC, for the sale of concessions at Corporal Steven Schulz Sportspark.
- C. Consider authorizing an amendment to the agreement for access control systems with Lighthouse Video Surveillance for additional cards and readers.
- D. Consider accepting the Sidewalk Fund Installation Project and the commencement of the contractor's one-year maintenance period.
- E. Consider authorizing the final acceptance of the Blackhawk Boulevard Reconstruction Phase II Package "A" Project at the completion of the contractor's extended warranty maintenance period and the release of the maintenance bond.
- F. Consider authorizing the final acceptance of the 2020-2021 Concrete Street Maintenance Program at the completion of the contractor's one-year maintenance period and release the maintenance bond.
- G. Consider accepting the Sterling Creek, Section 7 Infrastructure Project and the commencement of the contractor's one-year maintenance period.
- H. Consider appointing Ms. Marsha Conrad to the Planning and Zoning Commission to complete the unexpired three-year term left by Joe Matranga commencing immediately and ending on June 30, 2025.
- I. Consider approving the ad valorem tax report for January 2023.
- J. Consider approving the minutes of the City Council Regular Meeting held on February 6, 2023.

13. EXECUTIVE SESSION

- A. Recess and convene into an executive session pursuant to Sections 551.071, 551.072,

and 551.087 of the Texas Government Code to deliberate the offer of financial or other incentives to a business, to deliberate the purchase of real property, and to seek the advice of the City's attorney on legal matters related thereto.

14. DISCUSSION AND POSSIBLE ACTION

- A. Consider an Economic Development Agreement with Tannos Construction & Development, LLC.
- B. Consider authorizing the City Manager to negotiate and execute an earnest money agreement for the purchase of real property for municipal purposes.

15. ADJOURNMENT

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

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



Leticia Brysch, City Secretary
Posted in compliance with the Open Meetings Act on this
2nd day of March 2023, at 6:00 p.m.



PROCLAMATION
Office of the Mayor
City of Friendswood, Texas



*I, MIKE FOREMAN, by the virtue of the authority vested in me as
MAYOR of the City of Friendswood, Texas, do hereby proclaim:*

March 10, 2023

Wedgewood Elementary Day
IN THE CITY OF FRIENDSWOOD

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

WHEREAS, at Wedgewood Elementary, the learning community believes that Music, Art, Physical Education, Library, Technology, and character development are integral in developing the whole child; and

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

WHEREAS, the children at Wedgewood Elementary are engaged learners and Bucketfillers.

NOW THEREFORE, I, Mike Foreman, Mayor of the City of Friendswood, hereby declare March 10, 2023, as

Wedgewood Elementary Day in the City of Friendswood, Texas

In testimony whereof, witness by my hand and the Seal of the City of Friendswood, this 6th day of March, 2023.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City 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: March 6, 2023

Date submitted: 03/01/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update on Houston-Galveston Area Council Year In Review.

Originating Department: City Secretary

Degree of importance:

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: March 6, 2023

Date submitted: 02/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Planning & Zoning Commission Annual Report.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Chairman Tom Hinckley will present the annual report of the Planning and Zoning Commission, which is attached.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. PZ Activity Report 2022
2. 2022 Summary of P&Z Actions



Summary of Actions

(Detailed spreadsheet attached)

- 19 Meetings
- 8 Preliminary Plats; 1 Extensions
- 12 Final Plats/Replats; 0 Extension
- 10 Commercial Site Plans; 2 Amendments/Extensions
- 5 Zone Change recommendations
- 2 Ordinance and 0 Resolution Recommendations
- 1 - Vacate ROW/Easement recommendations

Accomplished:

- Recommended to Council to amend the Planned Unit Development (PUD) criteria
- Recommended to Council to amend the Garden Home District (GHD) zoning regulations
- Continued work on updating the Comprehensive Plan, specifically incorporating the 2020 Census data into the plan
- Conducted annual review of Permitted Use Table; no changes
- Held a Retreat to establish and prioritize goals for the Commission

Ongoing projects/To Do List:

- Continue work with City Council to update the Comprehensive Plan
 - Sections 1 – Executive Summary, 3 – Baseline Studies, 5 – Parks & Open Space, 6 – Community Facilities Plan, 7 – Utility Systems, 8 – Master Drainage Plan, 9 – Comprehensive Plan and 10 - Appendices
 - Reference other master plans
 - Establish review and update procedures for the future
- Review/update Zoning Ordinance – Permitted Use Table, researching setback requirements for abandoned wells, possibility of limiting new overhead power lines in the Community Overlay District (COD) and Downtown District (DD)
- Review/recommend updates to the Design Criteria Manual regarding minimum parking regulations for funeral homes and gas stations
- Review/update Appendix A, Sign Ordinance – focus on consistency with State law and review the use of LED lights surrounding windows in commercial businesses
- Review Park Dedication requirements once Parks Master Plan is updated.
- Training on various topics including P&Z's authority/influence over traffic circulation

2022 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
1/13/2022	Preliminary Plat	Joyful Park Subdivision	Approved	7/13/2022	n/a
1/13/2022	Commercial Site Plan	Public Safety Building - 1600 Whitaker Dr	Approved	1/13/2023	n/a
2/10/2022	Replat	Reserve "C" Crawford Business Park	Approved	2/10/2023	n/a
2/10/2022	Commercial Site Plan	Friendswood Animal Clinic - 1405 S Friendswood Dr	Approved	2/10/2023	n/a
2/24/2022	Final Plat	Avalon at Friendswood Section 2	Approved	2/24/2023	n/a
2/24/2022	Commercial Site Plan Amendment	Law Office of Steve Gonzalez - 17131 Townes Rd	Approved	2/24/2023	n/a
2/24/2022	Commercial Site Plan	Fire Station No. 2 - 2601 W Parkwood Ave	Approved	2/24/2023	n/a
2/24/2022	Recommendation	Zoning Ordinance Amendments to Planned Unit Developments (PUDs)	Positive Recommendation	n/a	PZ PH 2-24-2022 CC PH & 1st Reading 3-7-2022 2nd Reading 4-4-2022 Ordinance 2022-06
3/10/2022	Replat	Lot 10 Friendswood Gardens	Approved	3/10/2023	n/a
3/10/2022	Final Plat	Joyful Park Subdivision	Approved	3/10/2023	n/a
3/10/2022	Short Form Final Plat	The Albritton	Approved	3/10/2023	n/a
3/10/2022	Commercial Site Plan	Red Ball Oxygen - 14200 Beamer Rd	Approved	3/10/2023	n/a
3/10/2022	Recommendation	Zoning Ordinance Amendments to Garden Home District	Positive Recommendation	n/a	PZ PH 3-10-2022 CC PH & 1st Reading 4-4-2022 2nd Reading 5-2-2022 Ordinance 2022-08
3/10/2022	Subdivision Variance	Sterling Creek Section 7 Block Length x 2	Approved	n/a	n/a
3/10/2022	Preliminary Plat	Sterling Creek Section 7	Approved	9/10/2023	n/a
3/24/2022	Preliminary Plat	Avalon Detention Pond	Approved	9/24/2022	n/a
3/24/2022	Commercial Site Plan	Avalon Recreation Center - 1700 Tanner Brook Ln	Approved	3/24/2023	n/a
3/25/2022	Commercial Site Plan	1 Hatcher Lane	Approved	3/25/2023	n/a
4/14/2022	Final Plat	Challengege Elite Sports	Approved	4/14/2023	n/a
4/14/2022	Final Plat	Georgetown Detention Basin	Approved	4/14/2023	n/a
4/15/2022	Recommendation	Vacate Drainage Easement - 1309 Falling Leaf Dr	Positive Recommendation	n/a	PZ PH 4-14-2022 CC PH & 1st Reading 5-2-2022 2nd Reading 6-6-2022 Ordinance 2022-11
4/28/2022	Preliminary Plat	Avalon at Friendswood Section 3	Approved	10/28/2022	n/a

2022 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
5/26/2022	Preliminary Plat	Friendswood Trails Sections 3A & 4A	Denied	n/a	n/a
5/26/2022	Commercial Site Plan Amendment	WhiteWater Car Wash - 300 W Parkwood Ave	Approved	5/26/2023	n/a
5/26/2022	Commercial Site Plan	Tannos Medical Bldg -1715 S Friendswood Dr	Approved	5/26/2023	n/a
6/9/2022	Commercial Site Plan	Industry Park Phase II	Approved	6/9/2023	n/a
6/23/2022	Replat	Falling Bend Estates	Approved	6/23/2023	n/a
6/23/2022	Final Plat	Sterling Creek Section 7	Approved	6/23/2023	n/a
8/11/2022	Subdivision Variance	Friendswood Trails Sections 3A & 4A	Approved	n/a	n/a
8/11/2022	Final Plat	Avalon at Friendswood Detention	Approved	8/11/2023	n/a
8/11/2022	Preliminary Plat	Friendswood Trails Sections 3A & 4A	Approved	2/11/2023	n/a
8/11/2022	Recommendation	Zone Change - Windsong Intermediate SUP Amendment - 2100 W. Parkwood Ave.	Positive Recommendation	n/a	PZ PH 8-11-2022 CC PH & 1st Reading 9-12-2022 Ordinance 2022-21
8/11/2022	Recommendation	Zone Change - 5.7092 acres Mandale Road from SFR to CSC	Positive Recommendation	n/a	PZ PH 8-11-2022 CC PH & 1st Reading 9-12-2022 Ordinance 2022-22
9/22/2022	Commercial Site Plan	Frost Bank - 1506 S Friendswood Dr	Approved	9/22/2023	n/a
9/22/2022	Preliminary Plat Extension	Avalon at Friendswood Section 3	Approved	3/22/2023	n/a
10/13/2022	Short Form Final Plat	Mandale Estate	Approved	10/13/2023	n/a
11/10/2022	Preliminary Plat	Georgetown Detention Basin version 2	Approved	5/10/2023	n/a
11/10/2022	Final Plat	Avalon at Friendswood Section 3	Approved	11/10/2023	n/a
12/8/2022	Recommendation	Zone Change - 110 Hunters Ln from CSC to MFR-M	Positive Recommendation	n/a	PZ PH 12-8-2022 CC PH & 1st Reading 1-09-2023 Failed
12/8/2022	Recommendation	Zone Change - 1376 W Parkwood Ave to add an SUP for NAICS Use #8131, HighPoint Church	Positive Recommendation	n/a	PZ PH 12-8-2022 CC PH & 1st Reading 1-09-2023 Ordinance 2023-02
12/8/2022	Recommendation	Zone Change - 4.6 ac W Edgewood Dr from PUD 2017-12 to SFR	Positive Recommendation	n/a	PZ PH 12-8-2022 CC PH & 1st Reading 1-09-2023 Ordinance 2023-01

2022 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
12/22/2022	Preliminary Plat	Hagewood Estates	Approved	6/22/2023	n/a
12/22/2022	Commercial Site Plan	Friendswood Mini Mart - 4321 Friendswood Link Rd	Approved	12/22/2023	n/a

Final Approval Totals:
Commercial Site Plans - 10
Commercial Site Plan Amendments & Extensions - 2
Preliminary Plats - 8
Preliminary Plat Extensions - 1
Final Plats/Replats - 12
Final Plat Extensions -
Vacating Plat -
Subdivision Variance - 2

Total Recommendations to City Council:
Zone Changes - 5
Ordinances - 2
Resolutions -
Vacate Esmt - 1

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: March 6, 2023

Date submitted: 02/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive the Zoning Board of Adjustment Annual Report.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to receive the annual report of the Zoning Board of Adjustment. The report is attached to this item for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2022 ZBOA Annual Report

Memo

To: Mayor and City Council
From: Philip Ratisseau, Zoning Board of Adjustment Chair
Glen Grayban, Zoning Board of Adjustment Vice-Chair
Date: March 2023
Re: 2022 Zoning Board of Adjustment Activity

The Zoning Board of Adjustment met three times and heard two (2) cases in 2022. One meeting was administrative to re-elect Mr. Ratisseau as Chairman and elect Mr. Grayben as Vice-Chairman.

JANUARY 25, 2022

1. **2600 W Parkwood Ave.** – request to allow three apparatus bay doors to front a major thoroughfare (FM 528/W Parkwood Ave) in the Community Overlay District (COD), being a variance to Appendix C, Zoning Ordinance, Section 7.5.6. Architectural Elements.

Variance request approved unanimously 5 to 0.

MARCH 22, 2022

1. **500 N Shadowbend Ave.** – request to encroach the 35-foot front and exterior side, platted building lines by 7.2 feet being a variance to Appendix C, Zoning Ordinance, Section 7.Q.2. Regulation Matrix – Residential Districts. .

Variance request approved unanimously 5 to 0.

HISTORICAL PERSPECTIVE:

Year	Number of ZBOA Cases
2022	2
2021	2
2020	6*
2019	0

2018	9*
2017	2
2016	5
2015	3
2014	3
2013	1
2012	4

* Multiple requests for same address

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Date requested for City Council consideration: March 6, 2023

Date submitted: 02/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Receive and discuss an update regarding the drainage projects in the City of Friendswood.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Council will hear an update on drainage efforts within the City of Friendswood. This will include updates on the Friendswood Regional Stormwater Detention Basin (formerly known as the FM 1959 project) and GCCDD projects on Castlewood.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Updating the Council on pertinent drainage topics to Friendswood enables them to make critical decisions regarding drainage and flood control projects the City's Engineering Department is pursuing. The Engineering Department recommends Council actively listen and participate in the discussion. Of importance for consideration are updates on several projects and the upcoming Master Drainage Plan.

RECOMMENDATIONS

Recommend the Council listen and actively participate in any discussion.

ATTACHMENTS

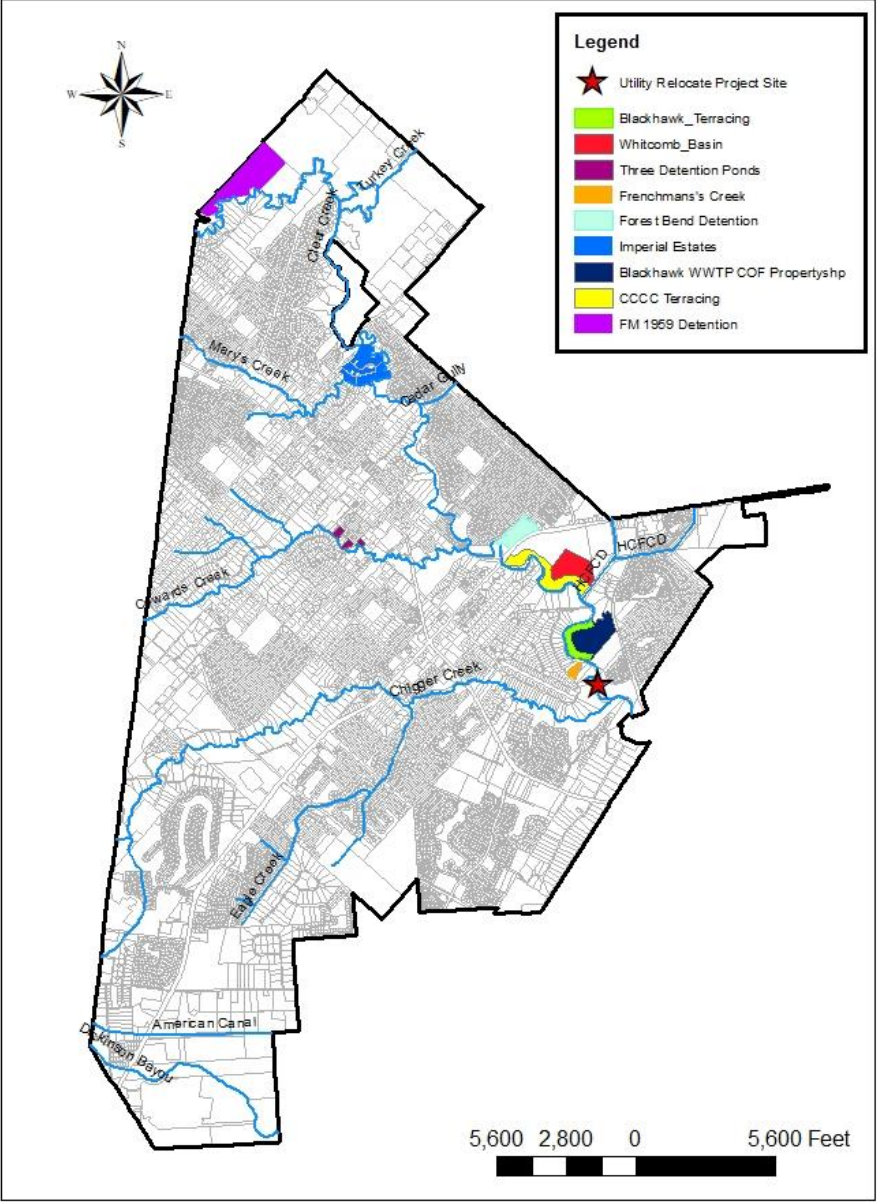
1. March 2023 Drainage Update

CITY OF FRIENDSWOOD

March 2023 Drainage Update
Samantha Haritos – Deputy Director of Engineering



City of Friendswood Flood Control Projects



Frenchmen's Creek Green Space

Community Block Development Grant – Hurricane Harvey

Completed Activities

- Building 4 and 5 Purchased

- Two tenants still remain in Building 4

- City Received Reimbursed Funds from the General Land Office (GLO)

Ongoing/Upcoming Activities

- Purchase Order for Asbestos Inspection

- Procurement for Demolition

- Hydromulching

- Project Close Out

Update on Galveston County's Acquisition Project

- Building 2 and 3 Purchased by Galveston County

- Building 1 Expected to Close End of February

- Building 1 has One Occupant Remaining



Forest Bend

Forest Bend Offline Detention

Community Development Block Grant – Hurricane Harvey

Waiting on GLO Approval for \$300,000 (From CSD) ~ Estimated in June 2023

Status Update: Approximately 35,000 cy {11 Olympic Pools} hauled [Feb 8]

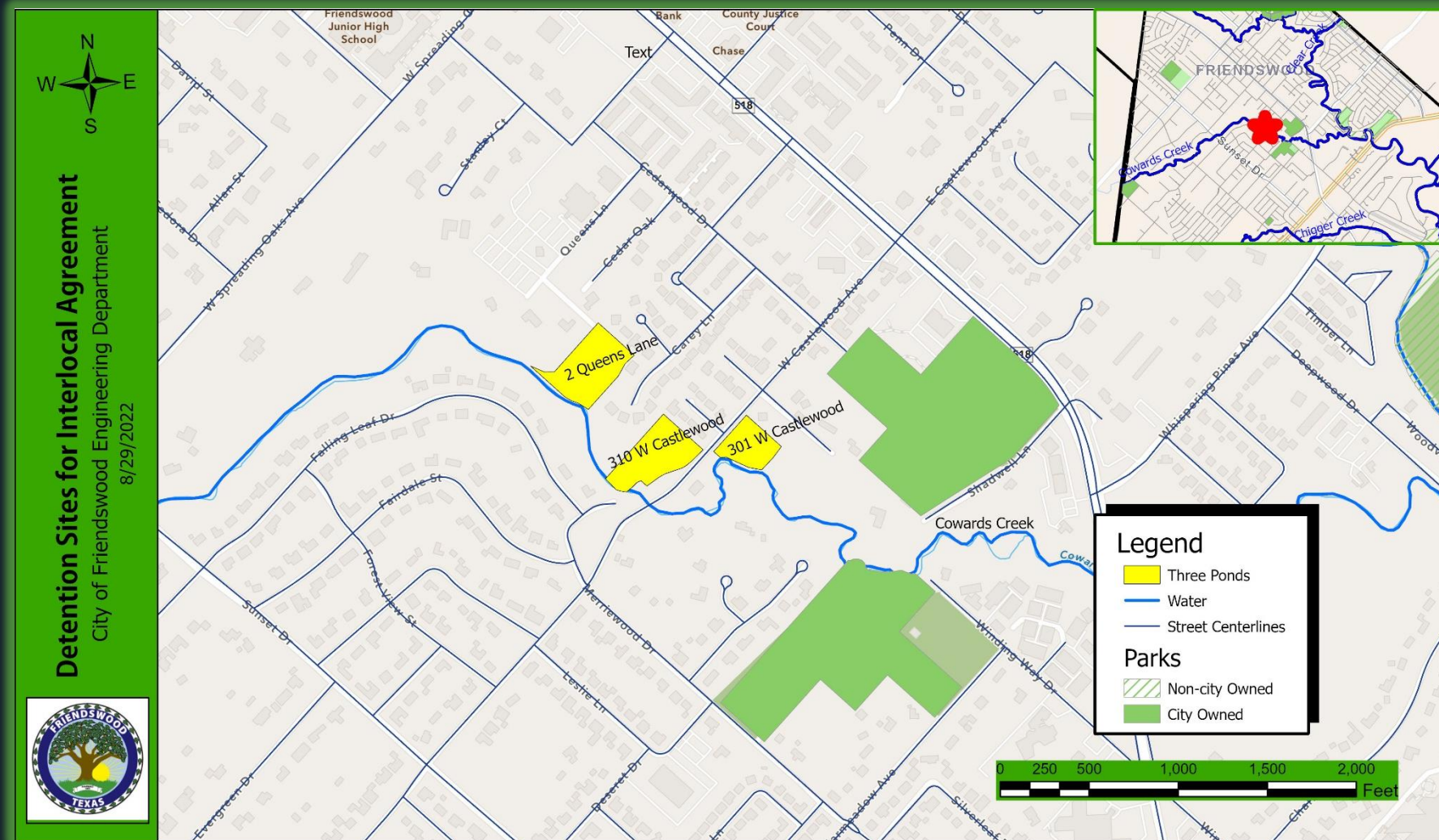
Excavation Swale 3 Complete. Swale 2 In Progress.

Trail A, B, and C Almost Complete.

40% Complete Overall

Construction Duration: 288 Days (To Be Adjusted for Rain Days, Approximated Completion Early Fall 2023)

Three Detention Basins Along Coward's Creek



Three Detention Basins Along Coward's Creek

Interlocal Agreement with Galveston County Consolidated Drainage District (GCCDD) for Three Offline Detention Ponds North of Coward's Creek

Preliminary Engineering and Survey Work Underway:

Fieldwork Complete

Geotechnical Report Complete

Hydraulics and Hydrology in Progress [Expected End of February]

Layout Expected March 2023

Next Phase : Engineering Design, Environmental, and Construction of Projects



Friendswood Regional Storm Water Detention Basin

Location: Friendswood/Pearland Border, Harris County Side of Clear Creek

Features: 1000 - 1800 Ac-Ft Detention Basin

Completed/Ongoing Milestones:

Interlocal Agreement for 1959 Detention Basin

Approval of Agreement with McDonough Engineering Corporation

Project Kickoff Meeting (January 2023)

Schedule Development (Mid February)

Wildlife Hazard Site Visit (Ongoing)

Geotechnical Borings (Ongoing)

Hydrology and Hydraulics (Ongoing)

Upcoming Milestones:

First Public Meeting – March 28th 6:30 – 7:30 PM [Virtual]



February 21, 2023



Master Drainage Plan

Joint Effort with Galveston County Consolidated Drainage District (GCCDD)

Comprehensive Urban and Riverine Flood Mitigation Plan

Identify and Prioritize Projects that Provide Benefit to Friendswood and Reduce Flooding

Benefit Cost Information Developed for All Projects

Determine Appropriate Easement Dimensions for Clear Creek and its Tributaries

UPCOMING ACTIVITIES

Interlocal Agreement with GCCDD

(Early Summer 2023)

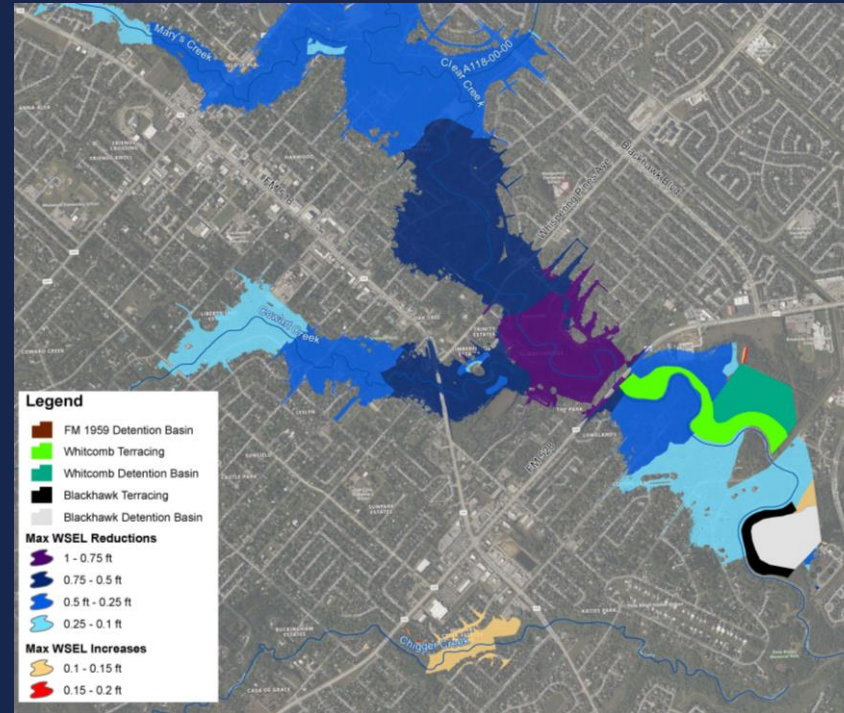
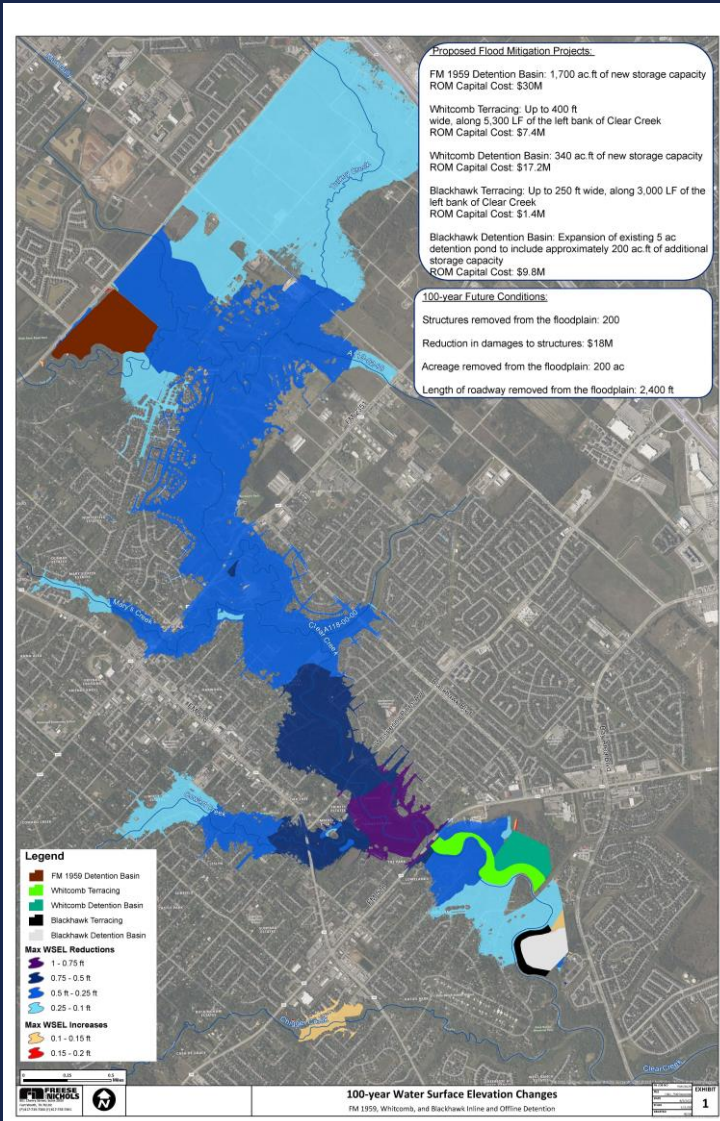
RFQ for Friendswood Regional Master Drainage Plan

(Mid to Late Summer 2023)

February 21, 2023



Friendswood FMA 2022 C&CB Project Scoping for Flood Mitigation Projects (FMA = Flood Mitigation Assistance)



Estimated Cost of Scoping Project

Proposed Federal Share (90%)

\$158,256

Proposed Non-Federal Share (10%)

\$17,584

Total Project Cost: \$175,840

PROPOSED PROJECT INFORMATION

Project Encompasses Whitcomb and Blackhawk Properties

Project May Reduce 100-Year Flooding Elevations by Up to 1 Foot

Scoping Project Will Result in a Benefit Cost Assessment (BCA)

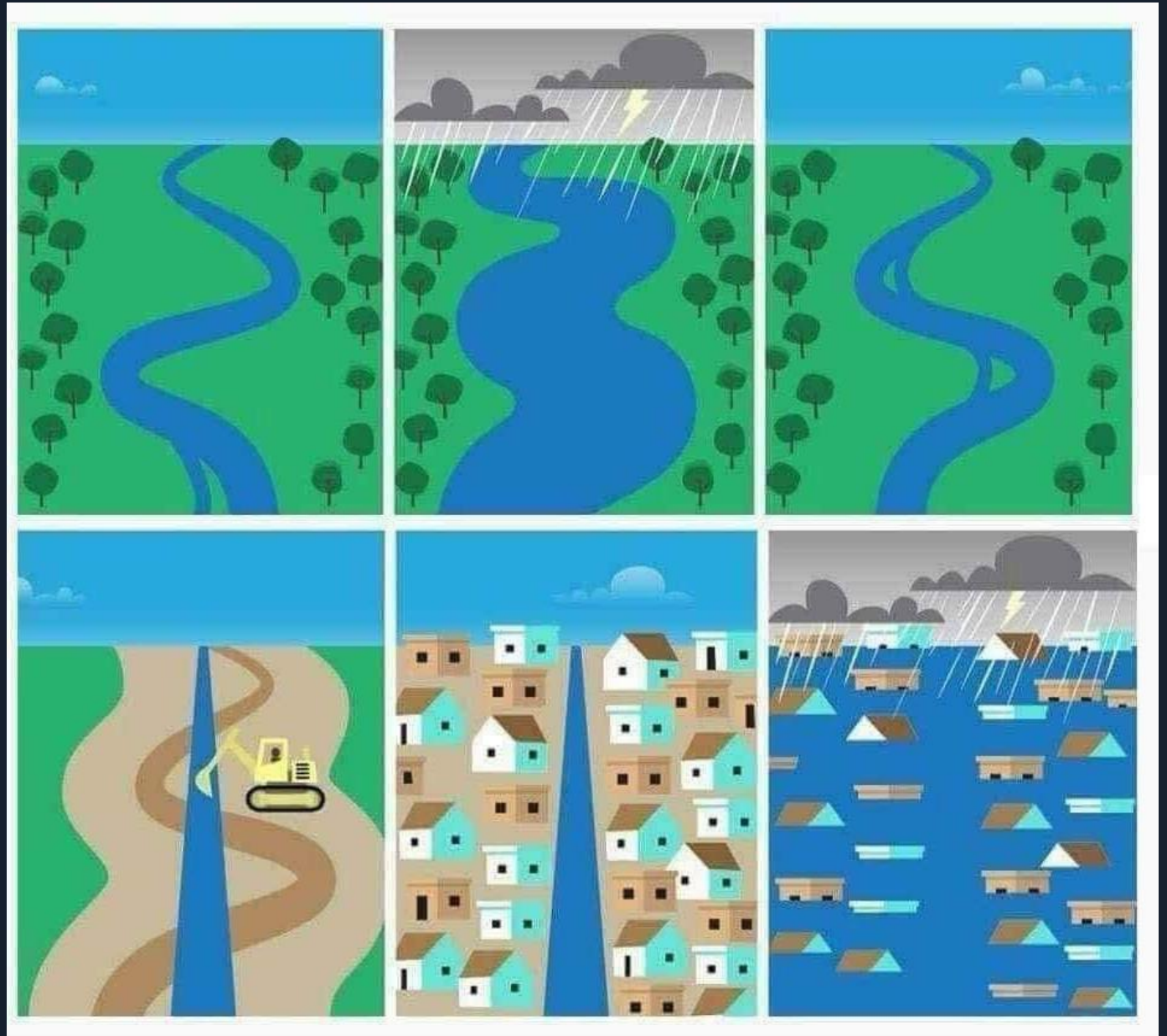
Estimated Cost is \$175,840

Includes Inline and Offline Detention

May Incorporate Additional Flood Mitigation Projects



Questions?



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: March 6, 2023

Date submitted: 01/24/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recognize the 34th consecutive Certificate of Achievement for Excellence in Financial Reporting for the FY21 Annual Comprehensive Financial Report.

Originating Department: Administrative Services

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City of Friendswood has received the Certificate of Achievement for Excellence in Financial Reporting for fiscal year 2020-2021.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This is the 34th consecutive year the Administrative Services Department has been recognized with this outstanding achievement.

We would like to recognize the efforts of Katina Hampton, Director of Administrative Services, Rhonda Boskas, Deputy Director of Administrative Services – Finance, the accounting staff, and the entire Administrative Services Department. Their cumulative efforts enabled the City to earn this achievement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

N/A

RECOMMENDATIONS

ATTACHMENTS

1. 6 - Press Release



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

2/15/2023

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Friendswood** for its annual comprehensive financial report for the fiscal year ended September 30, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

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: March 6, 2023

Date submitted: 02/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recognize the Friendswood Library for receiving the Texas Municipal Library Directors Association's Achievement of Excellence in Libraries Award for 2022.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

For the ninth consecutive year, our own Friendswood Library has received the *Texas Municipal Library Directors Association Achievement of Library Excellence Award*. The Friendswood Library is among 73 out of 542 public library systems to achieve this distinction - - for 2022 - - in the State of Texas.

A big thank you and congratulations to Matt Riley and his team at the Friendswood Library!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. TMLDA 2022 Award Letter Friendswood
2. Badge 2022



February 7, 2023

Matthew Riley
Friendswood Public Library
416 S Friendswood Dr
Friendswood, TX 77546-3906

Dear Matthew Riley,

Congratulations! On behalf of the Texas Municipal Library Directors Association, I am pleased to inform you that you have been awarded the 2022 Achievement of Excellence in Libraries Award.

Your application clearly demonstrated your commitment to providing exceptional service to your community. Of the 542 public library systems in Texas, your library is one of only 73 that have earned this year's award. With this honor, your library is now in the top 15% of all public libraries in the state.

We know you will want to proudly display your accolades, which include a congratulatory letter, a digital medal, and an award template that can be used to order a plaque. The digital medal is an image file that can be used (but not altered) on websites, email signatures, stationery, and other official library promotional materials. The digital image can be made to be clickable to the TMLDA award site or to a page displaying your accomplishment and/or completed application.

Again, congratulations on this accomplishment, and thank you for enriching the lives of your residents and providing your community with outstanding and innovative services.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Quinn", written over a white background.

Dennis Quinn
Cozby Library and Community Commons, Coppell, TX
TMLDA President, 2022-2023





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: March 6, 2023

Date submitted: 02/21/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Present an update on the Greater Harris County 9-1-1 Emergency Network Overview.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The service level agreement (SLA) is the National Standard for processing of 9-1-1 calls—90% of calls answered within 15 seconds. This includes abandoned calls (hangups), voice, texts, and TTY calls. The Emergency Call Centers are continuously striving to meet this standard to serve their communities as efficiently as possible.

PSAPs	Annual 9-1-1 Call Volume	Average SLA
Friendswood	10,829	99.64%

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GHC 911 Overview 2022 to HCMCA



Greater Harris County 9-1-1 Emergency Network Annual Overview—2022

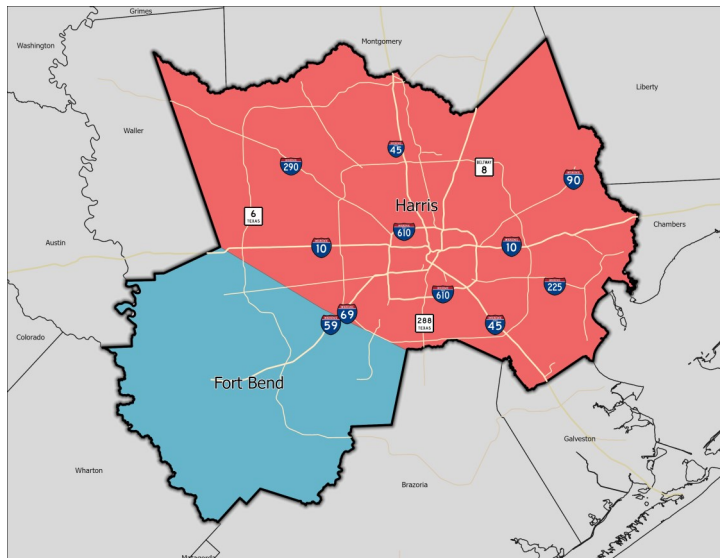
FEBRUARY 2023

*GHC 9-1-1
is the largest
system
in Texas,
serving 20%
of Texas'
population.*

Who We Are & Who We Serve

Greater Harris County 9-1-1 Emergency Network (GHC 9-1-1) is one of 28 Emergency Communication Districts in the State of Texas. Established in 1983, GHC 9-1-1 is a separate governmental entity (a "body politic," Chapter 772 B, Texas Health and Safety Code). We are responsible for administering the 9-1-1 telecommunications and technology infrastructure for all cities in and around Harris and Fort Bend Counties and some surrounding areas.

- 5.8 million residents
- 49 cities (including Houston)
- Harris and Fort Bend Counties
- 37 Emergency Call Centers
- Approximately 4 million 9-1-1 calls and texts a year
- 2,700 square miles



GREATER HARRIS
COUNTY 9-1-1
EMERGENCY



Greater Harris County 9-1-1 Emergency Network Annual Overview—2022

FEBRUARY 2023

*GHC 9-1-1
was the first
major-metro
area in the
U.S. to offer
9-1-1 text
service for
callers who
are unable
to make a
voice call.*

GREATER HARRIS
COUNTY 9-1-1
EMERGENCY
NETWORK

What We Do

Our mission is to ensure that anyone, at any time, using any device shall be able to reach emergency services. We strive to provide the most reliable, accurate, technologically advanced, and effective Next Generation 9-1-1 system for our community.

We accomplish this by:

- Deliver 9-1-1 emergency calls and location information to the emergency 9-1-1 call centers so they can dispatch emergency assistance and location information to (police, fire, or medical)
- Provide and support the most advanced 9-1-1 technology
- Manage redundant data centers
- Maintain database and geographic information systems (GIS)
- Provide 24/7 support of 9-1-1 systems
- Share network infrastructure resources with various 9-1-1 entities to improve emergency communications
- Monitor related legislation
- Disseminate education to promote appropriate use of 9-1-1
- Provide training to emergency telecommunicators, supervisors and trainers
- Coordinate with jurisdictions, public safety agencies, and multiple wireline and wireless providers
- Participate and collaborate with industry associations, industry partners and more



Greater Harris County 9-1-1 Emergency Network Annual Overview—2022

FEBRUARY 2023

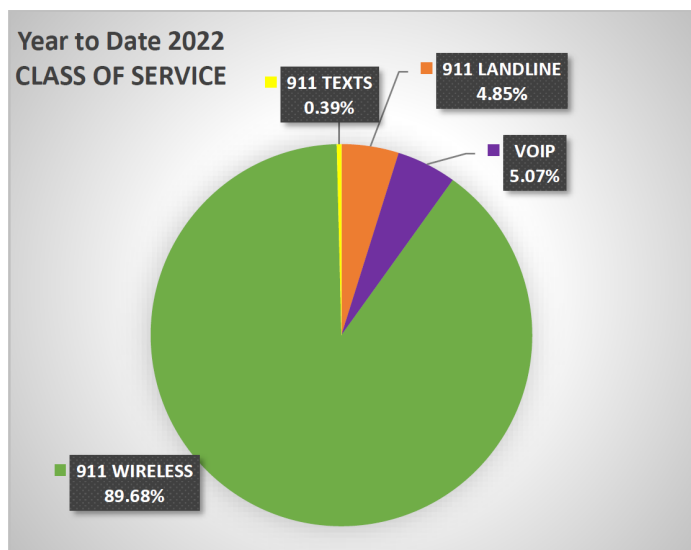
*Approx.
4 million
calls and
texts a
year are
made to
9-1-1
within
Harris
and Fort
Bend
Counties.*

GREATER HARRIS
COUNTY 9-1-1
EMERGENCY
NETWORK

2022 Call Volume and Performance

Month	TOTAL 911 SESSIONS
January	348,679
February	303,306
March	342,157
April	340,386
May	363,346
June	340,884
July	344,762
August	335,854
September	325,551
October	340,369
November	352,138
December	351,364
TOTAL	4,088,796

**** Sessions are voice
calls and texts to 9-1-1**





Greater Harris County 9-1-1 Emergency Network Annual Overview—2022

FEBRUARY 2023

*There are
nearly
1,200
call takers
answering
emergency
calls within
Harris &
Fort Bend
Counties.*

The service level agreement (SLA) is the National Standard for processing of 9-1-1 calls—90% of calls answered within 15 seconds. This includes abandoned calls (hangups), voice, texts, and TTY calls. The Emergency Call Centers are continuously striving to meet this standard to serve their communities as efficiently as possible.

2022 GHC 9-1-1 Area 9-1-1 Call Centers' Call Count and SLA Average

PSAPs	Annual 9-1-1 Call Volume	Average SLA	PSAPs	Annual 9-1-1 Call Volume	Average SLA
Baytown	54,762	96.90%	Richmond	7,071	96.69%
Bellaire	8,097	98.71%	Rosenberg	20,298	99.50%
Deer Park	11,178	99.63%	Seabrook	5,784	99.00%
Fort Bend Sheriff	164,274	94.78%	South Houston	6,486	97.39%
Friendswood	10,829	99.64%	Southside	635	97.75%
Galena Park	4,443	98.09%	Spring Valley	2,760	95.60%
HCSO	993,519	98.67%	Stafford	14,174	99.21%
HEC	2,086,22	82.88%	Sugarland	45,348	99.73%
Hedwig	2,367	98.45%	Tomball	11,394	99.29%
Humble	22,022	98.16%	Webster	21,625	99.46%
Jacinto City	4,563	96.97%	West	3,923	99.36%
Jersey Village	7,679	98.79%	Cy Fair VFD	40,609	98.43%
Katy	14,816	99.53%	EHCCOM	54,299	98.95%
La Porte	15,145	99.30%	ESD100	29,244	98.79%
League City	30,206	99.78%	ESD11	56,517	99.19%
Memorial Village	2,575	99.55%	Harris County Comm	53,188	97.48%
Missouri City	33,536	99.53%	TECC	7,410	96.76%
Pasadena	72,551	95.66%	Village Fire	92	92.53%
Pearland	36,975	99.70%			

9-1-1 Calltaking Tools & Services

GHC 9-1-1 is proud to offer the latest in 9-1-1 technology tools for 9-1-1 call takers to use when answering and processing emergency calls.

- **Text to 9-1-1 Language Assist:** The text to 9-1-1 solution provides up to 109 different languages for translation. The call taker can send and receive texts in different languages.
- **Interactive 9-1-1 Map:** GHC 9-1-1 has an interactive 9-1-1 map available to all 9-1-1 call takers to assist with locating callers during an emergency.
- **Text to 9-1-1 MMS:** The 9-1-1 call taker has the ability to request pictures and videos from a 9-1-1 caller or texter.
- **Enhanced Data:** Provides the 9-1-1 call taker with vital supplemental info at the time of a 9-1-1 call such as medical data, emergency contacts, and enhanced location information.
- **Back-up Center:** A Training room that can be used during contingency events.



*GHC 9-1-1 is
one of the
largest 9-1-1
systems in
the U.S.*

GREATER HARRIS
COUNTY 9-1-1
EMERGENCY
NETWORK

Greater Harris County 9-1-1 Emergency Network Annual Overview—2022

FEBRUARY 2023

GHC 9-1-1 Milestones in Year 2022

- GHC 9-1-1 worked closely with cellular service providers to offer location-based routing for 9-1-1 cellular callers.
- Implemented Situational Awareness technology to monitor real-time 9-1-1 call delivery. This also allows GHC 9-1-1 to monitor any real time contingencies.
- Audits and enhancements of the cybersecurity program.
- Lab testing of new applications, features, and solutions for 2023.

Training

GHC 9-1-1 provides new and ongoing training on 9-1-1 calltaking equipment. In addition to 9-1-1 equipment training, there are professional development courses. These courses assist call takers in receiving their State of Texas telecommunicator licensing. Courses include:

- Basic Telecommunicator Licensing Course (State Licensing Course)
- NCIC TCIC Full Access Course
- Spanish for Telecommunicators
- American Heart Association CPR Course (To meet HB 786)
- American Heart Association CPR Instructor Course
- Telecommunications Officer Trauma Readiness
- Various Manager and Supervisor courses

1,052 students completed an online-training course about 9-1-1 calltaking equipment and new features. 614 students attended in-person courses on 9-1-1 equipment and professional growth courses for telecommunicator licensing.

Public Education & Community Outreach

- Collaborated with 9-1-1 Emergency Call Centers to develop PSA videos for a Telecommunicator Recruitment public awareness campaign to help with the challenges of recruitment and retention of public safety calltakers.
- Implemented public awareness campaign to increase awareness of the ability to text 9-1-1 in situations when a voice call is not possible, and awareness messages on proper use of 9-1-1 to assist with decreasing non-emergency calls to 9-1-1.
- Provided 9-1-1 printed literature to jurisdiction and public safety reps for dissemination to their communities.



Greater Harris County 9-1-1 Emergency Network Annual Overview—2022

FEBRUARY 2023

*For over 30
years,
GHC 9-1-1
has provided
one of the
most robust,
redundant &
advanced
NG9-1-1
systems in
the U.S.*

Looking Forward 2023

GHC 9-1-1 is continuing to provide innovative call taking solutions/features for agencies within its service area. In 2023, plans are to implement new tools for all 37 Emergency Call Centers. These plans include:

- A new Next Generation 9-1-1 mapping solution: This will allow for easier location searches (street view, weather, traffic, etc.) and more user customizations including Z axis capability, for callers from multi-story buildings.
- Auto transcription of 9-1-1 calls with multiple language options
- Additional monitoring tools for our Emergency Call Centers that will allow agencies to have real time situational awareness for 9-1-1 call delivery for their centers and surrounding centers
- Supplemental 9-1-1 positions to help in major incidents that cause temporary spikes in call volume
- Upgrades to the GHC 9-1-1 monitoring and alerting system for support services
- Upgrades to the GHC 9-1-1 ticketing and tracking system

Additional Services Available

GHC 9-1-1 personnel is available to offer assistance to 9-1-1 Emergency Call Centers in several other areas related to emergency communications such as:

- Plans for new facilities including call center construction or remodeling. We'd like to be a part of these plans from the beginning if at all possible!
- Facility advice including HVAC, power, grounding and generators.

GREATER HARRIS
COUNTY 9-1-1
EMERGENCY
NETWORK



911.org

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: March 6, 2023

Date submitted: 02/23/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recognize Keep Friendswood Beautiful for receiving the Gold Star recognition for 2023 from Keep Texas Beautiful.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Keep Texas Beautiful (KTB), a statewide grassroots environmental and community improvement non-profit organization, recently named Keep Friendswood Beautiful a Gold Star Affiliate, a designation granted to 70 affiliates of KTB's nearly 300 affiliates. Gold Star recognition is the membership recognition highest status any community affiliate can achieve.

In 2004, the organization introduced the concept of Gold Star recognition to reward those communities who sought to go above and beyond the established requirements. To remain in good standing with KTB, community affiliates must submit a report, pay dues, attend training, and participate in a KTB-endorsed activity annually.

To achieve Gold Star status, affiliates must share information on their mission and goals, answer questions about their economic development and diversity and inclusion practices or participate in the Beautify Texas Awards or Governor's Community Achievement Awards programs and provide a letter of support from their community. KTB will formally recognize Gold Star communities during its 55th Annual Conference in June.

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: March 6, 2023

Date submitted: 02/08/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the Friendswood Library Long-Range Strategic Plan.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Library Long-Range Strategic Plan was approved by the Library Board on January 17, 2023. The long-range plan serves as a primary tool for library development. To maintain library accreditation with the Texas State Library and Archives Commission (TSLAC), the Friendswood Library Long-Range Strategic Plan needs approval by the Library Board and City Council.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Library Board recommends approval.

ATTACHMENTS

1. Library Long-Range Plan

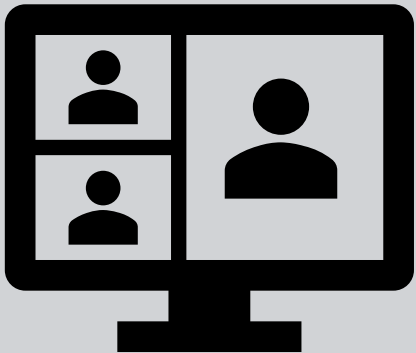
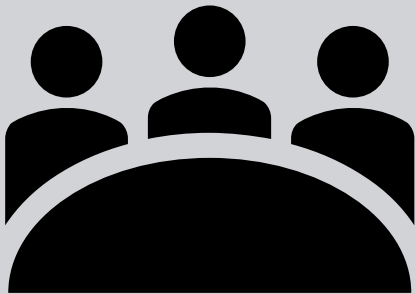
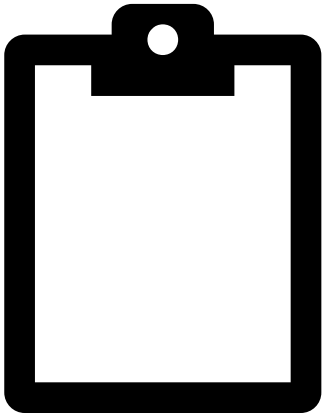
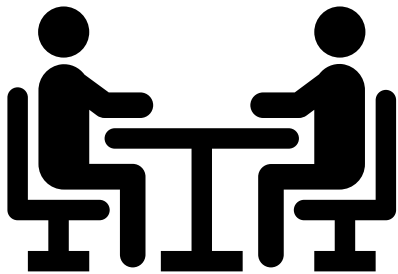
CITY OF FRIENDSWOOD

2023 – 2028 Friendswood Library Long-Range Strategic Plan



Through library staff, library board, and other stakeholder meetings and input, in-house and online library surveys, and a Town Hall Meeting, the library created the:

2023-2028 Long Range Strategic Plan



In-house and Online Library Surveys

Throughout 2022, the library conducted both in-house and online library surveys to learn from the community what was valuable and needed from their public library. Questions were asked related to the value and need of online materials, physical materials (print books, audio CDs, DVDs, etc.), programs and training opportunities, technology upgrades, study and reading spaces, and community space for classes, programs, and meetings.

In-house and Online Library Surveys

Using a sliding scale of 1 to 5 with 5 being the most valuable, the largest percentage of respondents shared that all current library services continue to be valuable and needed for the community. Regarding the value of physical materials as opposed to online resources, 56% of respondents stated with a value of 5 that both physical and online materials are equally valuable. Regarding the value of quiet study spaces as opposed to community and program meeting space, 49.5% of respondents stated with a value of 5 that both quiet study spaces and community and program meeting space are equally valuable.

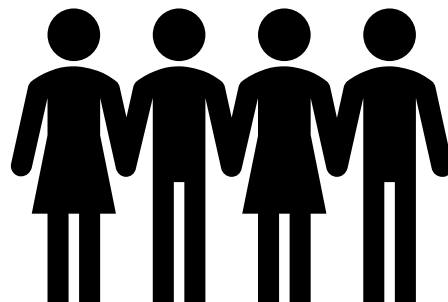
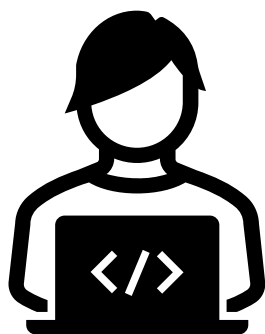
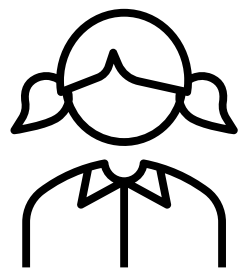
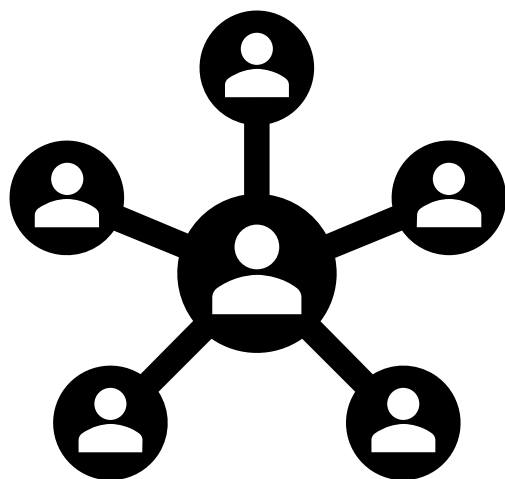
In-house and Online Library Surveys

In response to questions related to the value and need of physical formats such as audiobook CDs, music CDs, and movie DVDs, 50% of respondents stated that they prefer physical formats, with 31.3% stating they prefer online download services such as Overdrive. Physical MP3 devices account for the remaining percentage.

Town Hall Meeting Results

On July 19th, 2022, Friendswood Library held a Town Hall meeting to share information related to the library's preliminary needs assessment and to gather input from the community on future library needs. Around 50 participants shared information during the meeting. Participants included library staff, board members, and members of the Friendswood community.

Sixty-six ideas were generated from this meeting. Many of the generated ideas reinforced the needs addressed in the preliminary needs assessment. Many other ideas or suggestions were unique. Additional meetings were held with library board and staff to discuss these ideas and determine which ideas aligned with the library's Mission and Policies and were considered feasible for staff to implement over the next five years. Ideas which met these criteria were implemented into the 2023 – 2028 Long Range Plan.



Four Categories Identified

1. Adults Succeeding
2. Youth Succeeding
3. Community Commons
4. Discovery and Interaction in a Virtual World

Engage, Educate, Entertain, Empower Collaborate



Adults Succeeding

Provide information adults need to remain informed citizens able to fulfill civic responsibilities and fully participate in community decision making



Resources and services adults need to explore topics of personal interest through life-long learning



Adult Succeeding: Library Service Needs



- **Additional rooms** for study, workspace, and use of technology (Makerspace).
- **Outreach van** for home delivery and special programs.
- **Additional technologies** for wireless service, use of e-books and educational databases.

Adults Succeeding: Library Service Goals

- **Creation of a technology room**, or Makerspace, to house and provide technologies to the public, including 3D and poster printing, robotics equipment, special software for audio/visual projects, anatomy, e-book readers, and others.
- **Provide additional study spaces** for students, job seekers, and other needed uses.
- **Provide a Business Center/Zoom Room** with dedicated technology for business needs.
- **Provide additional e-book readers and wireless hotspots.**
- **Provide additional information and education** databases in finance, scientific and medical fields, and homework assistance.

Adults Succeeding: Library Service Goals

- **Partner with Youth Services** to improve/expand homeschool services and programs.
- **Partner with Galveston County Library System** to create county-wide historical archive database.
- **Work to expand** access to the Inter-library loan system.
- **Increase and improve information database** training for staff and patrons.
- **Create additional programming** for topics such as home improvement, finance, investment, and science.

Adults Succeeding: Library Service Goals

- **Expand partnership with Friendswood Parks and Recreation Activity Center** to enhance Senior programming.
- **Expand partnership with area schools, colleges and universities** to expand educational opportunities and increase library promotion.
- **Provide more year-round** adult reading challenges.
- **Provide a Library of Things:** tools and equipment, technology, maker supplies, craft supplies, seed library.

Youth Succeeding

From birth, children will have programs and services designed to ensure school readiness with resources they need to succeed throughout their education and in their chosen studies.



Youth Succeeding: Library Service Needs



- **Additional rooms** for study, workspace, and use of technology (Makerspace).
- **Outreach van** for daycare, school visits and Storytime's, other programs and events, and transportation from local schools to after-school library programs.
- **Additional technologies** for STEAM themed programs for youth.

Youth Succeeding: Library Service Goals

- **Partner with Adult Services** to expand/improve homeschool services and programs.
- **Work to improve homework assistance** through additional online resources and a tutor assistance program.
- **Provide additional online database** training to assist with homework and school assignments.
- **Provide more year-round** youth reading challenges.
- **Provide more book clubs** for toddlers and school age children.

Youth Succeeding: Library Service Goals

- **Provide more STEAM** themed events for preschool patrons and families.
- **Provide more programs** such as Family Yoga Storytime classes and other exercise related activities.
- **Partner with local and regional mental health professionals** and organizations to provide mental health programs to youth.
- **Strengthen local school partnerships** to improve school readiness and education success.
- **Provide resume writing workshops** for teens.

Community Commons

Residents will have a safe, welcoming physical space to meet and interact with others or to sit quietly and read and will have open and accessible virtual spaces that support networking and the sharing of educational information and ideas.



Community Commons: Library Service Needs



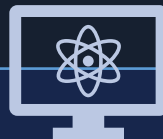
- **Additional mobile shelving** to continue creating a library environment adaptable to large events, programs, and other public spaces.
- **New room** for Friends Book Sales, merchandise, and sorting of book donations.
- **Additional rooms** for study, workspace, and use of technology (Makerspace).
- **Mobile furniture** for computer work area.

Community Commons: Library Service Goals

- **Continue to organize** the library collection into a more user-friendly browsing experience, creating smaller collections of similar subject and reading genres. Current examples include a local authors collection, graphic novel collection, travel section, inspirational, world languages, and classic movies and world films.
- **Improve collection signage** for a better user experience.
- **Improve the computer work area** with more functional and mobile furniture.

Discovery and Interaction in a Virtual World

Residents will have high speed access to the digital world with training and support to ensure that everyone in the community may take advantage of these ever-growing online resources.



Virtual World: Library Service Needs



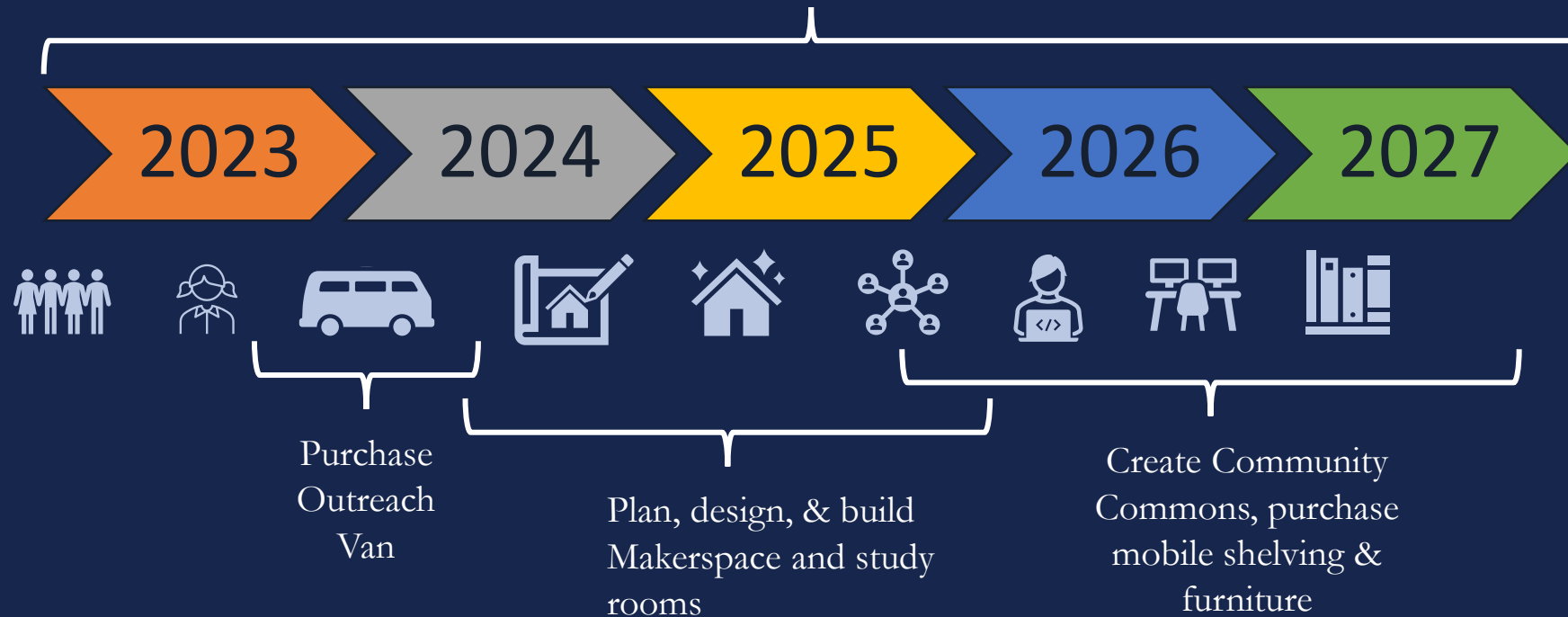
- **Additional room** for use of technology (Makerspace).
- **Additional technologies for STEAM** themed programs for youth with science exploration projects.
- **Additional wireless** hotspots and e-book readers or tablets.
- **Updated computers** and computer software.

Discovery and Interaction in a Virtual World: Library Service Goals

- **Provide additional copies** of in demand and popular titles in e-book and e-audiobook formats to decrease wait times for popular titles.
- **Provide additional wireless** technologies to meet growing demand.
- **Provide increased access** to online medical and science databases and resources, and financial and business resources.
- **Provide increased access** to streaming music and movie resources.
- **Continue to expand online access** to historical archive documents through the library database.
- **Create podcast/streaming** space.

Tentative Timeline

Create new programs for youth & adult, upgrade computers/software, explore databases & online resources



In Conclusion

- The 2023-2028 Friendswood Library Long Range Strategic plan was approved by the Friendswood Library Board on January 17th, 2023 and will serve library staff as a primary tool for library development over the next five years.

Friendswood Library Board Members

- Diane Freeman, Board Chair
- JoBeth Brizendine, Vice Chair
- Neeta Jambhekar
- Kathy Molinaro
- Benette Rowley
- Madeline Short
- Betty Stacy
- Brett Stephen
- Sharon Tait
- Steve Rockey, Council Liaison
- Sally Branson, Alternate Council Liaison
- Shawna Lewis, FISD Liaison
- Archon Auzeene, CCISD Liaison
- Bethany Shelley, Homeschool Liaison

Town Hall/Focus Group Members

- Marsha Allen
- Mike Allen
- Archon Auzenne
- Suzanne Banfield
- JoBeth Brizendine
- Betsy Broussard
- Kaye Corey
- Candy Davis
- Brenda Feaster
- Jim Foreman
- Richard Haley
- Karen Hart
- Trish Hanks
- Christina Hicks
- Dustin Hixenbaugh
- Annie D. Isaac
- Neeta Jambhekar
- Shawna Lewis
- Elizabeth Limanni
- Logan Limanni
- Sunshine Limanni
- Vineet Majmudar
- Kathy Merkel
- Kathy Molinaro
- Carrie Robinson
- Terry Murphy
- Matthew Riley
- Keith Rogers
- Eileen Rohan
- Benette Rowley
- Bethany Shelley
- Kyndahl O'Quinn
- Steve Rockey
- Madeline Short
- Brett Stephen
- Sharon Tait
- Louis Tannos
- Lisa Wilkins
- Ethel Zansler
- Kim Zrubek

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: March 6, 2023

Date submitted: 02/16/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider approving the expenditures described in Friendswood Downtown Economic Development Corporation's Resolution No. 2023-01, which authorizes Change Order No. 1 with Pfeiffer & Sons, Ltd, and establishes an owner's contingency for the FM 518 Illumination Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

As you may recall, on July 12, 2022, the Board of Directors (the "Board") of the FDEDC authorized a contract with Pfeiffer & Son, Ltd., (the "Contractor") for the FM 518 Illumination Project (the "Project") in the amount of \$2,350,474.00. The Project entails pedestrian and roadway illumination for the length of FM 518 between FM 2351 and Castlewood Dr., omitting the area in front of Friends Church (Spreading Oaks to Stonestrow Ave.), and is part of the Downtown Improvements Plan, which was adopted by the Board of the FDEDC and approved by the City Council.

The Contractor has requested a change to the original contract for relocations of Services 1 through

8. As such, on February 14, 2023, the Board of the FDEDC via Resolution No. 2023-01:

1. approved Change Order No. 1 in the amount of \$21,500.00 and
2. authorized an owner's contingency in the amount of \$213,547.00, for use by the City Manager for changes in the scope of the work in order to accomplish the Project approved by the Board and the City Council.

(Note that the total amount authorized in Resolution No. 2023-01 is \$235,047, which is 10% of the original contract price.)

Pursuant to Section 501.073 of the Texas Local Government Code and Section 9.7 of the FDEDC's Bylaws, the FDEDC may expend monies authorized by the Board only after approval of the City Council. This item allows Council to approve the expenditures authorized by the Board.

A copy of the FDEDC's Resolution No. 2023-01 is attached.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

FDEDC recommends approval.

ATTACHMENTS

1. FDEDC Resolution No. 2023-01

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING CHANGE ORDER NO. 1 WITH PFEIFFER & SON, LTD., FOR THE FM 518 ILLUMINATION PROJECT IN THE AMOUNT OF TWENTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$21,500.00); ESTABLISHING AN OWNER'S CONTINGENCY SUBJECT TO THE TERMS HEREOF IN THE AMOUNT OF TWO HUNDRED THIRTEEN THOUSAND FIVE HUNDRED FORTY-SEVEN AND NO/100 DOLLARS (\$213,547.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 12, 2022, the Board of Directors (the "Board") of the Friendswood Downtown Economic Development Corporation ("FDED") authorized a contract with Pfeiffer & Son, Ltd., (the "Contractor") for the FM 518 Illumination Project (the "Project") in the amount of TWO MILLION THREE HUNDRED FIFTY THOUSAND FOUR HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS (\$2,350,474.00); and

WHEREAS, the Project entails pedestrian and roadway illumination for the length of FM 518 between FM 2351 and Castlewood Dr., omitting the area in front of Friends Church (Spreading Oaks to Stonesthrow Ave.), and is part of the Downtown Improvements Plan, which was properly adopted by the Board of the FDED and approved by the City Council; and

WHEREAS, the Contractor has requested a change to the original contract for relocations of Services 1 through 8 in the amount of TWENTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$21,500.00), as further described in Change Order No. 1; and

WHEREAS, the Board of the FDED hereby finds it is necessary and appropriate to approve the aforementioned changes as described in Change Order No. 1; and

WHEREAS, the Board of the FDED also find it necessary and appropriate to authorize an owner's contingency in the amount of TWO HUNDRED THIRTEEN THOUSAND FIVE HUNDRED FORTY-SEVEN AND NO/100 DOLLARS (\$213,547.00), and which may be expended and allocated for changes in the scope of the work as deemed appropriate by the City Manager of the City of Friendswood; NOW THEREFORE

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION:

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

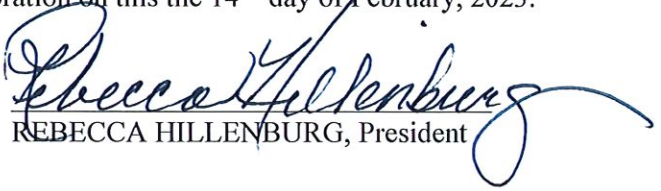
Section 2: That the Board of Directors of the Friendswood Downtown Economic Development Corporation does hereby authorize Change Order No. 1 with Pfeiffer & Son, Ltd., for the FM 518 Illumination Project and authorizes payment therefor in the amount of TWENTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$21,500.00). A copy of said change order is attached hereto, marked Exhibit "A" and made a part hereof for all intents and purposes.

Section 3: That the Board of Directors of the Friendswood Downtown Economic Development Corporation does hereby authorize an owner's contingency in the amount of TWO HUNDRED THIRTEEN THOUSAND FIVE HUNDRED FORTY-SEVEN AND NO/100 DOLLARS

(\$213,547.00), which may be expended and allocated for changes in the scope of the work as deemed appropriate by the City Manager of the City of Friendswood. The City Manager, acting for and on behalf of the FDEDC, alone has discretion to determine whether to allocate funds from the owner's contingency to changes in the scope of work in order to accomplish the Project approved by the Board of Directors.

Section 4: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Friendswood Downtown Economic Development Corporation and the approval by the City Council of the City of Friendswood.

PASSED, APPROVED and ADOPTED by the affirmative vote of the Board of Directors of the Friendswood Downtown Economic Development Corporation on this the 14th day of February, 2023.


REBECCA HILLENBURG, President

ATTEST:


PAUL MARX, Secretary

APPROVED AS TO FORM:


KAREN L. HORNER, General Counsel

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: March 6, 2023

Date submitted: 02/23/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving a contract with Audio Visual Technologies Group, Inc., for an audio visual solution for the training room at the Public Safety Building through BuyBoard.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The scope of work associated with this contract includes installation and integration of audiovisual systems for the City's Public Safety Building Training and Conference Rooms. This includes programming and owner training of a complete audiovisual system with projectors, screens, flat screen displays, speakers, microphones, cameras and all associated components in four spaces used by the Police Department for training and conferencing. Funding will be provided by the Police Departments FFE funds associated with the Public Safety Building Expansion Project. This purchase will be made through the City's cooperative purchasing agreement with BuyBoard.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00230 - Standard Agreement for Contracting Services
2. Certificate of Insurance Exp 08-31-2023
3. Form 1295
4. Government Code Verifications
5. Payment Bond
6. Performance Bond

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 6th day of March 6, 2023, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and Audio Visual Technologies Group, Inc. 12502 Exchange Dr. Ste 404, Stafford, Tx. 77477 (hereinafter called the "CONTRACTOR") acting herein by Kimberly Smith, Owner hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

Friendswood Police Department Training Room & Conference Room AV Project

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Audio Visual components for Training and Conference Rooms

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by Brian Hancock, who is hereinafter called the Design Professional and who is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within One Hundred Ninety-Two (192) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within Two Hundred Twenty-Two (222) Calendar Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City FIVE HUNDRED Dollars (\$500.00) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay City Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined in Exhibit A- Audio Visual Technologies Group, Inc proposal dated February 20, 2023.
- 5.2 TOTAL AMOUNT OF BID is One Hundred Forty-Five Thousand Eight Hundred Thirty-Eight Dollars and Twenty-Eight Cents (\$145,838.28).
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Contractor Payment Application. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less that the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

- 7.1 All monies except retainage, not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by the law.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following

representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including “technical data” and performed a constructability review.
- 8.2 The Contractor has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the Supplementary Conditions of the extent of the “technical data” contained in such reports and drawings upon which the Contractor is entitled to rely as provided in the General Conditions. The Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for the Contractor’s purposes. The Contractor acknowledges that the City and the Design Professional shall not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.
- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.

- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the City and the Contractor concerning the Work consists of those referenced in this article. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be the following order:

- 9.1 Standard Agreement for Contracting Services (this agreement).
- 9.2 General Conditions.
- 9.3 Supplemental Conditions.
- 9.4 Technical Specifications Divisions 1 through 16.
- 9.5 Insurance Requirements.
- 9.6 Performance Bond, included herein.
- 9.7 Payment Bond, included herein.
- 9.8 Texas Workers Compensation.
- 9.9 Wage Scale.
- 9.10 Affidavit of Insurance, and Certificates of Insurance.
- 9.11 Alcohol and Drug Free Workplace Policy.
- 9.12 Construction Storm Preparation Policy.

- 9.13 Hazardous Communications Program Requirement Agreement.
- 9.14 Homeland Security Policy.
- 9.15 Child Support Affidavit.
- 9.16 Texas Ethics Commission Form 1295.
- 9.17 Texas Government Code Verification Form.

There are no Contract Documents other than those listed above in this Article IX. The Contract Documents shall only be altered, amended, or repealed by a modification (as defined in the General Conditions).

ARTICLE X: INDEMNIFICATION

CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, 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, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE

PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF CONTRACTOR AND SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S EMPLOYEES. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD

HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR OR AS A RESULT OF CONTRACTOR'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO CONTRACTOR REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

ARTICLE XI: MISCELLANEOUS

11.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

11.2 Termination. In addition to the termination rights elsewhere in Contract Documents, the City may terminate this Agreement as follows:

a. For Convenience.

The performance of the work may be terminated at any time in whole or in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective. If,

for whatever reason, this contract is terminated for cause, which is later determined not to exist, the parties agree that the contract will be deemed to be terminated for convenience. In the event of termination for convenience, the Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payment hereunder and shall be further subject to any claim the City may have against the Contractor under other provisions of this Contract or as a matter of law, including the refund of any overpayment of reimbursable costs and/or other payment.

b. For Cause.

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor ten (10) days' prior written notice, shall be entitled to terminate this Contract in its entirety at any time for the following:

- (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
- (2) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;
- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;
- (4) If within ten (10) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy any defective work or work that does not conform to the requirements of this Contract, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or covenants contained in this Contract or any other current agreement between the Contractor and another City for similar construction work on other property; or
- (5) If the Contractor shall fail for any reason other than the failure by the City to make payment called upon when due.

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

c. Procedure after Notice of Termination.

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

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

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

- 11.3 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 11.4 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 11.5 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.
- 11.6 Other Provisions – None.

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

- 12.1 The City:
- City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546
- 12.2 The Contractor:
- Audi Visual Technologies Group
12502 Exchange Drive
Suite 404
Stafford, TX 77477

ARTICLE XIII: VENUE

- 13.1 Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

EXECUTED IN on behalf of the Contractor by Kimberly Smith its Owner shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 6th day of February 2023.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

MAYOR

DATE: _____

PROPOSED AND AGREED TO:

CONTRACTOR:

Audio Visual Technologies Group, Inc.

BY: _____
Owner

DATE: 2/22/23

ATTEST:

CITY SECRETARY

ATTEST:

Sharon Smith
(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

Exhibit A
**** Proposal ****

2/20/2023



Audio Visual Technologies Grp
 12502 Exchange Dr., STE 404
 Stafford, TX 77477
 281-240-2100 Fx 281-240-2250

Project Number: 103046

For :
CITY OF FRIENDSWOOD PSB FRIENDSWOOD PSB RENO.-AV SPEC
This ** Proposal ** is Valid for 30 Days.

** Proposal ** to:
CITY OF FRIENDSWOOD ATTN: ACCOUNTS PAYABLE 910 SOUTH FRIENDSWOOD DRIVE FRIENDSWOOD, TX 77546
Tel: 281-996-3270 Fax: 281-482-1634

Project Site:
CITY OF FRIENDSWOOD PSB HAILEE MEDWEDEFF 1600 WHITAKER DR. FRIENDSWOOD, TX 77546
Tel: 281-996-3270

Qty	Mfr-Part No.	Description	Unit Price	Extended
CITY OF FRIENDSWOOD - PSB-A/V UPDATE				
BUYBOARD 644-21				
DIVISIBLE TRAINING/BRIEFING ROOM - 155-156				
FLATPANEL DISPLAYS				
6	SAM-QB85R-B	SAMSUNG UHD 85" COMMERCIAL DISPLAY	2,773.00	16,638.00
SWITCHING, CONTROL, and SCALING				
1	EXT-60-1381-93	EXTRON DTP CROSSPOINT 108 4K IPCP Q MA 70	11,841.00	11,841.00
1	EXT-60-1494-21	EXTRON DXP 84 HD 4K PLUS 8X4 HDMI SWITCHER	3,471.00	3,471.00
2	EXT-60-155-02	EXTRON TLP PRO 1025M 10" WALL MOUNT TOUCH PANEL	1,900.00	3,800.00
2	APPL-IPAD-10GEN	APPLE IPAD SERIES 10 - 65 GB - WIFI - SILVER	528.00	1,056.00
1	EXT-60-1705-03	EXTRON ECM S10 PARTITION SENSOR	647.00	647.00
2	EXT-60-1741-53	EXTRON DTP2 T 201 D 4K TX DECORA STYLE-AV WP	676.00	1,352.00
2	EXTRON-60-1331-12	LONG DISTANCE HDMI TWISTED PAIR TRANSMITTER - 330 - TO EOC feet (100 m)	382.00	764.00
2	EXTRON-60-1271-13	HDMI TWISTED PAIR RECEIVER - 230 FEET (70 M) - DISPLAYS	335.00	670.00
2	EXT-60-1531-13	DTP RECEIVER FOR HDMI-DECORA WP, 230'-PROJECTORS	482.00	964.00
1	BZB-CONVERTER	MULTIFORMAT UHD CONVERTER TO HDMI	528.00	528.00
2	EXTRON-60-1488-01	HDMI AND AUDIO TO USB SCALING BRIDGE	2,171.00	4,342.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
NETWORK A/V CONNECTIVITY				
1	HPE-JL725A#ABA	ARUBA 6200F 24G CLASS4 PoE 4SFP+ 370W SWITCH-	4,600.00	4,600.00
1	HPE-J9150D	HPE ARUBA SFP+ TRANSCEIVER MODULE - 10 GIGE	1,081.00	1,081.00
VIDEO CONNECTIVITY				
2	MERS-SP-8100-E5	MERSIVE SOLSTICE POD GEN3W/5YR SUBSCRIPTION	1,857.00	3,714.00
		MERS-SP-8100-E1 - 1YR OPTION FOR SOLTICE POD GEN3: \$1270.00		
		MERS-SP-8100-E5 - 5 YR OPTION FOR SOLSTICE POD GEN3 - \$1857.00		
2	OFE-PC	OWNER FURNISHED PC FOR EACH ROOM		
2	OFE-CATV	OWNER FURNISHED CATV/SATV RECEIVER		
2	VAD-999-9952-200W	VADDIO ROBOSHOT 40 UHD ONELINK HDMI PTZ CAMERA	8,671.00	17,342.00
AUDIO				
1	EXT-60-1512-01	EXTRON DMP 128 PLUS C 12X8 PRODSP PROCESSOR W/AEC	2,112.00	2,112.00
1	SHURE-MXWANI8	8 CHANNEL NETWORK INTERFACE	1,013.00	1,013.00
1	SHURE-MXWAPT8	8 CHANNEL ACCESS POINT TRANSCEIVER	2,765.00	2,765.00
2	SHURE-MXWNCS4	4 CHANNEL NETWORKED CHARGING STATION	1,118.00	2,236.00
6	SHURE-MXW6/C	BOUNDARY TRANSCEIVER, CARDIOD	582.00	3,492.00
2	SHU-MX183	SHURE MX183 OMNIDIRECTIONAL CONDENSER LAVALIER MIC	202.00	404.00
2	SHURE-MXW1	BODYPACK TRANSMIT W/INTEG OMNIDIRECTIONAL MIC & 4PIN MINI CONNEX	514.00	1,028.00
1	EXT-60-1449-01	EXTRON MPA 601-70V AMPLIFIER	347.00	347.00
4	JBL-CONTROL 26CT	JBL CONTROL 26CT SPEAKERS (SOLD AS A PAIR)	334.00	1,336.00
A/V RACK				
2	MID ATLANTIC-RCS-2724	27 SPACE (47 1/4") 24" DEEP RACK CONFIGURED WITH REMOVABLE SIDE, GLASS FRONT DOOR, REAR ACCESS PANEL, SHELVES, PANELS, CASTERS & LEVELING FEET, CHARCOAL FINISH (FREIGHT INCLUDED CONTINENTAL US**)	959.00	1,918.00
4	MID-U1V	1 SPACE (1 3/4") VENTED RACKSHELF	40.00	160.00
6	MID ATLANTIC-EB1	1 SPACE (1 3/4") FLANGED ECONO-BLANK, BLACK POWDER COAT FINISH	9.00	54.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
5	MID ATLANTIC-EB2	2 SPACE (3 1/2") FLANGED ECONO-BLANK, BLACK POWDER COAT FINISH	11.00	55.00
2	MID ATLANTIC-LBP-1A	"L" SHAPED LACING BAR, 10 PC. PACK	27.00	54.00
2	MID ATLANTIC-PWR-16-V	ESSEX 16 OUTLET, 15A VERTICAL POWER STRIP, CORDED, 33"	95.00	190.00
2	MID ATLANTIC-ESX-ACC-BKT	ESSEX ACCESSORY BRACKET,POWER/CABLE MNG,PAIR	22.00	44.00
1	MID ATLANTIC-UPS-S1500R	STANDARD UPS 1500VA, 120V 60HZ	777.00	777.00
2	MID ATLANTIC-D3LK	3 SPACE (5 1/4") RACK DRAWER, BLACK BRUSHED FINISH, WITH KEYLOCK	201.00	402.00
SYSTEM CABLING				
20	EXT-26-754-06	EXTRON 6' HD SERIES HIGH SPEED HDMI CABLE	51.00	1,020.00
2	EXT-26-726-35	EXTRON 35' HD PRO PLENUM HDMI CABLE	288.00	576.00
2	EXT-26-726-75	EXTRON 75' HD PRO PLENUM HDMI CABLE	429.00	858.00
2	EXT-26-754-12	EXTRON 12' HD SERIES HIGH SPEED HDMI CABLE	64.00	128.00
1	EXT-22-286-03	EXTRON XTP DTP22 PLENUM SHIELDED TWISTED PAIR-1000	2,712.00	2,712.00
1	BELD-3613	BELDEN 3613 ENHANCED CAT6, 1000' - BLUE	788.00	788.00
400	LIBERTY-22-1P-CMP-EZ-BLK	BLACK HIGH-PERFORMANCE EZ-STRIP BROADCAST AUDIO 22 AWG 1 pair shielded plenum cable	218.00 M	87.20
200	LIBERTY-16-2C-P-BLK	BLACK COMMERCIAL GRADE GENERAL PURPOSE 16 AWG 2 conductor plenum cable	252.00 M	50.40
1	AVTG-MISC	MISC. CABLES, CONNECTORS, INSTALLATION HARDWARE	294.00	294.00
FSU MEETING ROOM - 162				
FLATPANEL DISPLAYS				
2	SAM-QB85R-B	SAMSUNG UHD 85" COMMERCIAL DISPLAY	2,773.00	5,546.00
SWITCHING, CONTROL, and SCALING				
1	EXT-60-1678-01	EXTRON 4X2 HDMI AUTO SWITCHER	947.00	947.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
1	EXTRON-60-1429-01	IP LINK« PRO CONTROL PROCESSOR	812.00	812.00
1	EXT-60-1667-03	EXTRON 3.5" WALL MOUNT TOUCHLINK TOUCHPANEL	812.00	812.00
VIDEO CONNECTIVITY				
1	MERS-SP-8100-E5	MERSIVE SOLSTICE POD GEN3W/5YR SUBSCRIPTION	1,857.00	1,857.00
		MERS-SP-8100-E1 - 1YR OPTION FOR SOLTICE POD GEN3: \$1270.00		
		MERS-SP-8100-E5 - 5 YR OPTION FOR SOLSTICE POD GEN3 - \$1857.00		
1	OFCI-PC	OWNER FURNISHED CONTRACTOR INSTALLED PC		
AUDIO				
1	JBL-CONTROL 26CT	JBL CONTROL 26CT SPEAKERS (SOLD AS A PAIR)	334.00	334.00
1	EXT-60-1449-01	EXTRON MPA 601-70V AMPLIFIER	347.00	347.00
EQUIPMENT RACK				
1	OFE-CREDENZA	OWNER FURNISHED CREDENZA		
SYSTEM CABLING				
4	EXT-26-754-06	EXTRON 6' HD SERIES HIGH SPEED HDMI CABLE	51.00	204.00
1	C2G-50188	CABLES TO GO 20' CMG RATED PERFORMANCE HDMI CABLE	47.00	47.00
1	EXT-26-726-50	EXTRON 50' HD PRO PLENUM HDMI CABLE	324.00	324.00
1	BELD-3613	BELDEN 3613 ENHANCED CAT6, 100' - BLUE	79.00	79.00
75	LIBERTY-22-1P-CMP-E Z-BLK	BLACK HIGH-PERFORMANCE EZ-STRIP BROADCAST AUDIO 22 AWG 1 pair shielded plenum cable	218.00 M	16.35
75	LIBERTY-16-2C-P-BLK	BLACK COMMERCIAL GRADE GENERAL PURPOSE 16 AWG 2 conductor plenum cable	252.00 M	18.90
1	AVTG-MISC	MISC. CABLES, CONNECTORS, HARDWARE	59.00	59.00
CENTRAL CONFERENCE ROOM - 184				
FLATPANEL DISPLAYS				
1	SAM-QB85R-B	SAMSUNG UHD 85" COMMERCIAL DISPLAY	2,773.00	2,773.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
VIDEO CONNECTIVITY				
1	MERS-SP-8100-E5	MERSIVE SOLSTICE POD GEN3W/5YR SUBSCRIPTION	1,857.00	1,857.00
		MERS-SP-8100-E1 - 1YR OPTION FOR SOLTICE POD GEN3: \$1270.00		
		MERS-SP-8100-E5 - 5 YR OPTION FOR SOLSTICE POD GEN3 - \$1857.00		
1	OFCI-PC	OWNER FURNISHED CONTRACTOR INSTALLED PC		
VIDEO CONFERENCING				
1	BIA-PARLE-VBC-2500	BIAMP CONFERENCING VIDEO BAR	1,471.00	1,471.00
1	CHIEF-PACCC1	CENTER CHANNEL SPEAKER ADAPTER	113.00	113.00
1	C2G-54427	CABLES TO GO USB-C F TO USB-B M ADAPTER	7.00	7.00
EQUIPMENT RACK				
1	OFE-CREDENZA	OWNER FURNISHED CREDENZA		
SYSTEM CABLING				
1	KRA-CP-HM/HM/ETH-2 5	KRAMER 25' HDMI PLENUM CABLE	97.00	97.00
1	KRA-CPA-UAM/UAF-35	KRAMER 35' USB 3.0 ACTIVE EXTENDER CABLE	55.00	55.00
1	C2G-28832	CABLES TO GO 6' USB-A TO USB-C SUPERSPEED CABLE	13.00	13.00
2	EXT-26-754-06	EXTRON 6' HD SERIES HIGH SPEED HDMI CABLE	51.00	102.00
1	AVTG-MISC	MISC. CABLES, CONNECTORS, HARDWARE	47.00	47.00
PERFORMANCE & PAYMENT BOND				
1	AVTG-PERFORMANCE BOND	PERFORMANCE & PAYMENT BOND	6,421.00	6,421.00
PROJECT SUBTOTAL:				122,069.85
AVTG INSTALLATION SERVICES				
AVTG INSTALLATION SERVICES SUBTOTAL				22,156.43

Qty	Mfr-Part No.	Description	Unit Price	Extended
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IMPORTANT! PLEASE NOTE: OUR BANKING INFORMATION HAS CHANGED. Please contact purchasing@avtg.com or call 281-240-2100 for new wiring instructions to update your records.

This ** Proposal ** is Valid for 30 Days.

Legend: M=1000Ft

Signature: _____ Date: _____

Luis Gomez, SALES

By signing this proposal, the signators of this agreement warrant that they have the authority to enter into this contract and that they have read and agree to the attached Terms & Conditions statement.

Shipping & Handling:	\$1,612.00
SubTotal:	\$145,838.28
Tax:	
Project Total:	\$145,838.28

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: March 6, 2023

Date submitted: 02/27/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider awarding the 2023 Tank Rehabilitation Project to CFG Industries, LLC (Bid 2023-01).

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Four water tanks within the City of Friendswood's water distribution system have been pegged for routine maintenance and rehabilitation. Work on these tanks will include interior and exterior paint blasting and re-coating, repair of rusted and corroded ladders, metal plates, and appurtenances, and structural repairs made.

The City recently opened bids for that work. There were bids received from 7 contractors. At its meeting on February 6, 2023, Council awarded the contract to the lowest bidder. However, the City terminated the contract, as such bidder was unable to overcome various hurdles.

The second lowest bid was received from CFG Industries of Cypress, Texas. CFG is a highly experienced company that has completed numerous projects in the Houston-Metro area. Its bid was for \$1,918,375. This amount is approximately \$200,000 below budget. Funding for the project will come from the 2021 Water/Sewer Bond Series.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Rehabilitation of these water tanks will extend their useful lives for many years. Additionally, the elevated storage tank on FM 528 adjacent to the animal shelter will receive a fresh new logo welcoming people into Friendswood.

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. 00230 - Standard Agreement for Contracting Services - CFG
2. Form 1295 Certificate
3. Government Code Verifications Form - Signed
4. Certificate of Insurance
5. Payment Bond
6. Performance Bond

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 6th day of March, 2023, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and CFG Industries, LLC, 8118 Fry Rad, Suite 403, Cypress, TX 77433 (hereinafter called the "CONTRACTOR") acting herein by David Cadriel, President hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY and the CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I: WORK

- 1.1 The Contractor shall complete all the Work as specified in the Contract Documents. The Work is generally described as follows:

2023 Tank Rehabilitation

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2023 Tank Rehabilitation

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by Garver, LLC, 12141 Wickchester, Suite 200, Houston, TX 77079, who is hereinafter called the Design Professional and who is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within Two Hundred and Seventy (270) Working Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.2 The Work shall have Final Completion and be ready for Final Payment in

accordance with the General Conditions within Three Hundred (300) Working Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

- 4.1 The City and the Contractor recognize that time is of the essence of this Agreement and that the City shall suffer financial loss if the Work is not completed within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (not as a penalty) the Contractor shall pay the City FIVE HUNDRED Dollars (\$500.00) for each day that expires after the time specified in Article 3.1, in this Agreement, for Substantial Completion until the Work is Substantially Complete.
- 4.2 After Substantial Completion, if the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Article 3.2 for Final Completion and readiness for Final Payment or any proper extension thereof granted by the City, the Contractor shall pay City Five Hundred Dollars (\$500) for each day that expires after the time specified in Article 3.2, in this Agreement, for Final Completion until the Work is Finally Complete and ready for Final Payment.
- 4.3 Contractor agrees any assessed liquidated damages may be offset against retainage held by the City.

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00145 – Unit Price Form.
- 5.2 TOTAL AMOUNT OF BID is One Million Nine Hundred Eighteen Thousand Three Hundred Seventy-Five and No/100 Dollars (\$1,918,375.00)
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

- 6.1 The Contractor shall submit Contractor Payment Application. Payment Applications shall be processed by the City as provided in the General Conditions.
- 6.2 Progress Payments; The City shall make progress payments on account of the Contract Price on the basis of the Contractor's Payment Application on or about the twentieth (20th) day of each month during construction as provided in Paragraph 6.3 below. All such payments shall be measured by the schedule of value established in Section 01295 – Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 6.3 Prior to Substantial Completion progress payments shall be made equal to the percentage of the Work completed, as established above, and materials and/or equipment not incorporated in the work completed but delivered, suitably stored, and accompanied by suitable documentation satisfactory to the City as provided in the General Conditions. Progress payments shall be made less retainage as indicated in Paragraph 6.4 and 6.5 below, but in each case, less the aggregate of payments previously made less such amounts as the City shall determine or withhold, in accordance with of the General Conditions.
- 6.4 Retainage prior to Substantial Completion; If the total Contract Price at the time of Contract Execution is Five Hundred Thousand Dollars (\$500,000) or more, the agreed retainage until Substantial Completions shall be five percent (5%), otherwise the agreed retainage shall be ten percent (10%).
- 6.5 Retainage after Substantial Completion: On projects where a long period of time is expected to occur between the Substantial Completion and Final Acceptance, retainage shall be reduced by one-half (1/2). The reduced retainage shall never be less that the expected value of any work requiring correction or unfinished work. A portion of the retainage shall always be held until issuance of a Certification of Final Completion.

ARTICLE VII: INTEREST

- 7.1 All monies except retainage, not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by the law.

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Agreement the Contractor makes the following representations:

- 8.1 The Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and other related data identified in the Documents including "technical data" and performed a constructability review.
- 8.2 The Contractor has visited the site and become familiar with and is satisfied as to the general local and site conditions, including utilities that may affect cost, progress, performance and furnishing of the Work.
- 8.3 The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 8.4 The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which the Contractor is entitled to rely as provided in the General Conditions. The Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for the Contractor's purposes. The Contractor acknowledges that the City and the Design Professional shall not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.

- 8.5 The Contractor is aware of the general nature of work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.6 The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 The Contractor has given the City written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE IX: THE CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the FEEDC and the Contractor concerning the Work, consist of those referenced in this article. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

- 9.1 Any modification, including Change Orders, duly delivered after Execution of the Agreement
- 9.2 Addenda as issued, with Acknowledgement of Addenda if applicable
- 9.4 Standard Agreement for Contracting Services (this agreement)
- 9.5 General Conditions.
- 9.6 Supplemental Conditions
- 9.7 Technical Specifications Divisions 1 through 16
- 9.8 Request for Proposals (Cover Sheet and numbered sheets)
- 9.9 Post-Bid Procedures
- 9.10 Insurance Requirements
- 9.11 Performance Bond, included herein

- 9.12 Payment Bond, included herein.
- 9.13 Texas Workers' Compensation
- 9.14 Wage Scale
- 9.15 Affidavit of Insurance, and Certificates of Insurance
- 9.16 Alcohol and Drug Free Workplace Policy
- 9.17 Construction Storm Preparation Policy
- 9.18 Hazardous Communications Program Requirement Agreement.
- 9.19 Homeland Security Policy
- 9.20 Child Support Affidavit
- 9.21 Unit Price Bid Form
- 9.22 Texas Ethics Commission Form 1295
- 9.23 Government Code Verification Form

There are no Contract Documents other than those listed above in this Article IX. The Contract Documents shall only be altered, amended, or repealed by a modification (as defined in the General Conditions).

ARTICLE X: INDEMNIFICATION

CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, 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, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE

PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF CONTRACTOR AND SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S EMPLOYEES. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR OR AS A RESULT OF CONTRACTOR'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, CONTRACTOR SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO CONTRACTOR REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN

SUBSTANTIALLY THE SAME FORM AS ABOVE.

ARTICLE XI: MISCELLANEOUS

- 11.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 11.2 Termination. In addition to the termination rights elsewhere in Contract Documents, the City may terminate this Agreement as follows:
- a. For Convenience.

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

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving the Contractor ten (10) days' prior written notice, shall be entitled to terminate this Contract in its entirety at any time for the following:

 - (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
 - (2) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;
 - (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;
 - (4) If within ten (10) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy any defective work or work that does not conform to the requirements of this Contract, specifications, and other Contract Documents, or

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

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

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

c. Procedure after Notice of Termination.

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

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

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

- 11.3 No assignment by a party hereto of any rights under or interests in the Contract Documents shall be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due but may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.4 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 11.5 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.
- 11.6 Other Provisions – None.

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

12.1 The City:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

12.2 The Contractor:

CFG Industries LLC
8118 Fry Rd., Ste 403
Houston, TX 77433

ARTICLE XIII: VENUE

- 13.1 Any action brought by either party based on any claim arising under or as a result of this contract shall be brought in a court of competent jurisdiction in Galveston County, Texas.

EXECUTED IN on behalf of the Contractor by David Cadriel its President shown below, and on behalf of the City by Mike Foreman its Mayor, thereto duly authorized this 6th day of March, 2023.

ACCEPTED:

CITY:

CITY OF FRIENDSWOOD, TEXAS

MAYOR

DATE: _____

PROPOSED AND AGREED TO:

CONTRACTOR:

CFG Industries, LLC

BY: 

President David Cadriel

DATE: _____

ATTEST:

CITY SECRETARY

ATTEST:



(OFFICER OR SECRETARY)
Joshua Howen, CFO

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

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: March 6, 2023

Date submitted: 02/08/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution adopting the City Council's Reimbursement Policy.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution adopts the City Council's Reimbursement Policy, which will replace the current policy which was most recently adopted on November 17, 2008. The purpose of the policy is to establish rules and procedures concerning reimbursement of expenses for City Councilmembers while conducting City business in accordance with Section 3.04 of the Charter. The following is a summary of some of the changes:

Section	Possible Amendment
2.01	Clarifies that the per diem will be paid for meals occurring during the specified time away from the City.
2.01	States that alcohol is not a reimbursable expense.
2.01	Increases the amount for tips, tolls, parking and fares not requiring a receipt from \$10.00 to \$15.00.
2.01	Omits any reference to expenses of spouses, as such expenses will be reimbursable only to the extent allowed by state law.
2.02	Adds miscellaneous expenses which may be reimbursed by the City upon request with proper documentation, including: 1. Mileage in personal vehicle while driving on City business and not associated with out-of-town travel (\$50.00/month max); 2. Telephone expenses related to City business (\$35.00 max); and 3. Other expenses approved in writing by the Mayor.
3	States that free transportation or lodging in exchange for points, etc., will not be reimbursed.
4	Establishes a seven (7) day timeline by which Councilmembers must submit expenses.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - City Council Reimbursement Policy
2. Exhibit A - City Council Reimbursement Policy

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING THE CITY COUNCIL'S REIMBURSEMENT POLICY; PROVIDING A REPEALING CLAUSE, CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, Section 3.04 of the Charter of the City of Friendswood states "Members of the Council . . . shall be entitled to all necessary expenses incurred in the performance of their official Council duties upon approval by the Council"; and

WHEREAS, on November 17, 2008, the City Council of the City of Friendswood, Texas ("City Council") adopted the City Council Travel Policy; and

WHEREAS, the City Council desires to update such policy's rules and procedures concerning reimbursement of expenses for City Councilmembers while conducting City business; NOW THEREFORE,

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

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

Section 2. That the City Council hereby adopts the City Council's Reimbursement Policy, which is attached as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. That any resolution or any part of a resolution in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 4. That in the event any clause, phrase, provision, sentence or part of this resolution 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 resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of March 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



CITY OF FRIENDSWOOD

CITY COUNCIL EXPENSE REIMBURSEMENT POLICY

1. PURPOSE

The purpose of this policy is to establish rules and procedures concerning the reimbursement of expenses for City Councilmembers while conducting City business. To be eligible for reimbursement from the City, all members of the Friendswood City Council are expected to adhere to this policy. All reports and documents submitted to the City to support reimbursement are subject to the Texas Public Information Act and Section 3.04 "Compensation" of the Charter which states:

Members of the city council shall serve without pay or compensation; provided, however, that they shall be entitled to all necessary expenses incurred in the performance of their official duties upon approval by Council.

In expending City funds, Councilmembers shall exercise prudence and discretion, understanding that all expenditures must accomplish a public purpose and benefit the City.

2. ELIGIBLE REIMBURSEMENT EXPENSES

2.01 Travel Expenses

- a. Mileage reimbursement for travel by personal vehicle shall be at the rate established by the IRS and published annually by the City's Administrative Services Department.
- b. Air travel, if necessary, shall be coach class when possible. Ground transportation, including tips, is reimbursable when reasonable and customary. Receipts for airline tickets and commercial auto rental must be submitted when requesting reimbursement. Receipts for tips, tolls, parking, fares, etc., less than \$15.00, each do not require receipts.
- c. Councilmembers are expected to acquire accommodations that are located and priced reasonably. The City will pay for the charge of the room and normal business telephone calls. Laundry and cleaning charges, hotel room movies, bar tabs and any other form(s) of entertainment are not paid by the City.
- d. Councilmembers who are away from the City will be given a per diem meal (including tips) allowance. The meal per diem rate reimbursement shall be established by utilization of the U.S. General Services Administration Per Diem rates by a procedure established by the Administrative Services Department. The Administrative Services Department shall publish the per diem rates annually. The per diem for less than a full day will be allowed only for meals occurring during the specified time away from the City. An allowance shall not be given for those meals included as part of the registration fee. Receipts for Councilmember meals are not required; however, if a Councilmember is paying for a business guest, a guest receipt is required. The cost of the guest's meal will be reimbursed based on its actual cost. Alcohol will not be included. The guest's name, organization and reason for the expense must be documented

on the receipt. For unusual circumstances where the meal per diem exceeds the established rate, receipts will be required.

- e. Receipts will be required for conference or seminar registration, hotel/motel bills and any other miscellaneous expenses over \$15.00. Receipts for tips, tolls, parking, fares, etc., less than \$15.00 each do not require receipts.
- f. Breakfast, luncheon and dinner meetings for City business purposes may be paid on one check collectively by one individual and reimbursed. A report form will list attendees and purpose.

2.02 Miscellaneous Expenses

The following miscellaneous expenses are also reimbursable if requested in writing with supporting document:

- a. Mileage while driving the Councilmember's personal vehicle on City business and not associated with out-of-town travel will be the same rate allowed under the Section 2.01.a up to a maximum of \$50.00 per month.
- b. Telephone expenses (long distance or cellular phone service) that are related to City business will be reimbursed up to a maximum of \$35 per month.
- c. Other expenses as approved in writing in advance by the Mayor and consistent with the City Charter and this policy.

3. INELIGIBLE REIMBURSEMENT EXPENSES

A Councilmember, who receives free transportation or lodging in exchange for points or other non-monetary credits, has not incurred an expense for which reimbursement may be paid.

4. PROCEDURE

- 4.01 Within seven (7) days of incurring a reimbursable expense, a Councilmember must submit a Travel Expense Report form, including all receipts. This information shall be given to the City Secretary for the Mayor's approval. The approved forms shall be given to the Administrative Services Department for review and processing.
- 4.02 In the event adequate documentation of expenses is not provided, the Director of the Administrative Services Department may withhold the undocumented portion of the reimbursement requested by the Councilmember. A statement explaining lost receipts and certifying to the amount will generally be acceptable.

5. EFFECTIVE DATE

This policy becomes effective upon adoption by the Friendswood 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: March 6, 2023

Date submitted: 02/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment V" and providing for supplemental appropriation and/or transfer of certain funds.

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 the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the fifth set for fiscal year 2022-2023.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approval of this budget amendment will allow for timely procurement of program supplies and limit delays in the progress of capital improvement projects.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. V
2. FY23 BA V Exhibit A 03-06-2023 v2
3. FY23 BA V Exhibit B 03-06-2023 v2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2022-19, PASSED AND APPROVED AUGUST 29, 2022, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2022-23, BY APPROVING "BUDGET AMENDMENT V" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2022-23, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2022-23"; 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 2022-23; 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 2022-23," is hereby amended for municipal purposes as shown on "Budget Amendment V" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2022-23" attached hereto. Said Budget Amendment V shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

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

omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of March, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year 2022 – 2023
Budget Amendment V
March 6, 2023**

1. **Public Works – Sanitary Sewer Phase IV Construction, \$1,368,119.** Appropriate funding as part of the long-range sanitary sewer assessment and rehabilitation program. Public Works will execute Phase IV (Construction & Rehabilitation) based on the findings of Phase II which was part of an assessment phase. The Phase II Study Report outlines the recommended rehabilitation to assist in reducing sewer inflows to basin FM-08. The contract was awarded at the December 5, 2022 City Council meeting. The funding source will be 2018 Water Sewer Bond Construction funds and will include the schedule of values subtotal of \$1,115,095 plus an additional \$253,024 in owner's contingency.
2. **Engineering Department - Vehicle Insurance Reimbursement, \$863.** Appropriate insurance reimbursements received from Texas Municipal League Intergovernmental Risk Pool. The service vehicle was damaged and requires repairs to be placed back in service. Funding will be appropriated to the Engineering Department Capital Projects division vehicle maintenance account for repairs made to unit PW84.
3. **Police Department - Vehicle Insurance Reimbursement, \$5,506.** Appropriate supplemental insurance reimbursements received from Texas Municipal League Intergovernmental Risk Pool. The emergency response vehicles were damaged in the line of duty and require repairs to be placed back in service. Funding will be appropriated to the Police Department Patrol division vehicle maintenance account for repairs made to units P427 & P430.
4. **Community Rating System – Transfer, \$11,000.** Transfer funds from the Engineering Department to the Community Development Department for a Community Rating System (CRS) consultation. Staff initially planned to transition this responsibility from Community Development to Engineering, but the transition has not come to fruition this fiscal year. Additionally, the cost of completing the consultation has increased substantially. Therefore, funding is also being transferred between accounts within the Code Enforcement Division.
5. **Friendswood Public Library – Donation, \$60.** Appropriate directed donation received for the purchase of books in memorial. The funding source will be unassigned general fund balance. Funds will be appropriated to the Library's operating budget.
6. **Community Development Block Grant - Disaster Recovery, Reimbursement, \$26,280.** Appropriate funds received from the CDBG-DR (Galveston County) grant program for assistance provided to homeowners during the Frenchman's Creek acquisition. The City received a reimbursement of \$28,712.⁷⁶ for actual relocation assistance costs. Advance funding, based on an estimate, was originally approved at the August 2, 2021 City Council meeting in the amount of \$26,280. Therefore, the funds will be appropriated back to unassigned general fund balance.
7. **Community Development Block Grant - Disaster Recovery, Reimbursement, \$996,000.** Appropriate funds received from the CDBG-DR (Galveston County) grant program for acquisition of Frenchman's Creek, Building #4. The City received a reimbursement of \$995,696.⁹² for actual acquisition costs. Advance funding, based on an estimate, was originally approved at the September 12, 2022 City Council meeting in the amount of \$996,000. Therefore, the funds will be appropriated back to the 2021 General Obligation Bonds.

8. **Fire Marshal's Office – Transfer, \$4,336.** Transfer funds from the Fire Marshal's Office to the Construction in Progress Division for additional renovations needed in the Fire Marshal's suite within the Public Safety Building Renovation project. The funding is being transferred from the Contract Services account.
9. **Public, Educational, and Governmental Access (PEG) - Refund, \$822.** Appropriate a refund of PEG reserves for damages incurred during the studio renovation project. HVAC duct work was accidentally damaged by the vendor during the studio renovation. The vendor reimbursed the City's costs associated with repairs to the duct work. The funding will be refunded to restricted general fund balance from PEG Channel revenue.
10. **Friendswood Downtown Economic Development Corporation – FM 518 Illumination Change Order #1 and Owner's Contingency, \$235,047.** Appropriate funds for FM 518 Illumination Installation project Change Order #1 in the amount of \$21,500 and Owner's Contingency of \$213,547. Pfeiffer & Son, LTD was awarded the original contract at the August 1, 2022 City Council meeting. Funding will come from the 1/8th cent sales tax approved in May of 2016 for capital improvements in downtown Friendswood.
11. **Police Department – Public Safety Software, Change Order (Reporting), \$6,750.** Appropriate funds for a change order related to the implementation of new public safety software. Technical assistance and project management services are being provided by the contracted vendor to modify specialized reports. The changes will protect the name and address of victims. The funding source will be unassigned general fund balance.
12. **Economic Development Agreement – TANNOS Development Group, LLC, \$350,000.** Appropriate funds for an Economic Development Agreement between the City of Friendswood and TANNOS Development Group, LLC for commercial development located at 408 S. Friendswood Drive. The agreement was approved by City Council at the November 7, 2022 meeting. The funding source will be unassigned general fund balance.

City of Friendswood				
March 6, 2023				
2022-2023 Budget Amendment V - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	421-0000-30600		Appropriate 2018 Water Sewer Bond Construction funds for construction contract related to Sanitary Sewer Assessment Phase V	(1,368,119)
1	421-7001-433.8591		Appropriate 2018 Water Sewer Bond Construction funds for construction contract related to Sanitary Sewer Assessment Phase V - Schedule of Values	1,115,095
1	421-7001-433.8590		Appropriate 2018 Water Sewer Bond Construction funds for construction contract related to Sanitary Sewer Assessment Phase V - Owner's Contingency	253,024
2	001-0000-38310	PW84	Appropriate insurance proceeds from TML-IRP for repairs needed to PW84 in the Engineering Department	(863)
2	001-3770-431.6300	PW84	Appropriate insurance proceeds from TML-IRP for repairs needed to PW84 in the Engineering Department	863
3	001-0000-38310		Appropriate insurance proceeds from TML-IRP for repairs needed to P427, P429 and P430 in the Police Patrol Division	(5,506)
3	001-2120-421.6300	P427	Appropriate insurance proceeds from TML-IRP for repairs needed to P427 in the Police Patrol Division	4,041
3	001-2120-421.6300	P430	Appropriate insurance proceeds from TML-IRP for repairs needed to P430 in the Police Patrol Division	1,465
4	001-3770-431.7401		Transfer funding from Engineering budget to the Community Development Department for a Community Rating System consultation	(2,000)
4	001-3770-419.7800		Transfer funding from Engineering budget to the Community Development Department for a Community Rating System consultation	(2,500)
4	001-3528-424.7520		Transfer funding between accounts within the Community Development Department's Code Enforcement Division for a Community Rating System consultation	(1,500)
4	001-3528-424.7842		Transfer funding between accounts within the Community Development Department's Code Enforcement Division for a Community Rating System consultation	(5,000)
4	001-3528-424.7800		Transfer funding to Code Enforcement's Contract Services account for a Community Rating System consultation	11,000
5	001-0000-38600		Appropriate directed donation received to purchase books in memorial	(60)
5	001-6310-459.5482		Appropriate directed donation received to purchase books in memorial	60
6	001-14028		Reverse advance funding 2017 CDBG-DR Galveston County grant for relocation services contract between the City and Tidal Basin; reimbursement received 1/27/2023	(26,280)
6	001-10199		Reverse advance funding 2017 CDBG-DR Galveston County grant for relocation services contract between the City and Tidal Basin; reimbursement received 1/27/2023	26,280
6	124-10199		Reverse advance funding 2017 CDBG-DR Galveston County grant for relocation services contract between the City and Tidal Basin; reimbursement received 1/27/2023	(26,280)
6	124-26010		Reverse advance funding 2017 CDBG-DR Galveston County grant for relocation services contract between the City and Tidal Basin; reimbursement received 1/27/2023	26,280
7	257-14029		Reverse advance funding 2017 CDBG-DR Galveston County grant for acquisition of Frenchman's Creek, Building #4; reimbursement received 11/03/2022	(996,000)
7	257-10199		Reverse advance funding 2017 CDBG-DR Galveston County grant for acquisition of Frenchman's Creek, Building #4; reimbursement received 11/03/2022	996,000
7	124-10199		Reverse advance funding 2017 CDBG-DR Galveston County grant for acquisition of Frenchman's Creek, Building #4; reimbursement received 11/03/2022	(996,000)
7	124-26032		Reverse advance funding 2017 CDBG-DR Galveston County grant for acquisition of Frenchman's Creek, Building #4; reimbursement received 11/03/2022	996,000
8	001-2510-422.7800	GO1518CONST	Transfer funding from Fire Marshal's budget to the Construction in Progress Division for additional renovations needed in the Fire Marshal's suite within the PSB Renovation	(4,336)
8	001-7001-421.8140	GO1518CONST	Transfer funding from Fire Marshal's budget to the Construction in Progress Division for additional renovations needed in the Fire Marshal's suite within the PSB Renovation	4,336
9	001-0000-38330		Reverse appropriation of PEG funds after reimbursement was received from Ford AV regarding studio renovation project	(822)
9	001-0000-30500	FCPEGEXP	Reverse appropriation of PEG funds after reimbursement was received from Ford AV regarding studio renovation project	822
10	175-0000-30100		Appropriate funds for FM 518 Illumination Installation contract with Pfeiffer & Son, LTD - Change Order #1 and Owner's Contingency	(235,047)
10	175-7001-419.7800		Appropriate funds for FM 518 Illumination Installation contract with Pfeiffer & Son, LTD - Change Order #1	21,500
10	175-7001-419.7800		Appropriate funds for FM 518 Illumination Installation contract with Pfeiffer & Son, LTD - Owner's Contingency	213,547
11	001-0000-30500		Appropriate funds for a change order to the public safety software implementation contractor, ICS, for technical assistance to protect the name and address of victims during reporting	(6,750)
11	001-2101-421.7800		Appropriate funds for a change order to the public safety software implementation contractor, ICS, for technical assistance to protect the name and address of victims during reporting	6,750
12	001-0000-30500		Appropriate funds for an Economic Development Agreement between the City of Friendswood and TANNOS Development Group for commercial development at 408 S. Friendswood	(350,000)
12	001-0303-419.7921		Appropriate funds for an Economic Development Agreement between the City of Friendswood and TANNOS Development Group for commercial development at 408 S. Friendswood	350,000

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: March 6, 2023

Date submitted: 02/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

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

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

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

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

There is no fiscal impact associated with this item.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Galveston County Mosquito Control Aerial Spraying
2. 2023 Request for Annual Authorization for Mosquito Control Spraying

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

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

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

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

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

Section 2. This resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED and ADOPTED by the affirmative vote of the City Council of the City of Friendswood on this the 6th day of February, 2023.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2023\03-06-2023\Resolution - Galveston County Mosquito Control Aerial Spraying.docx



GALVESTON COUNTY MOSQUITO CONTROL DISTRICT

5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G. MARSHALL, JR
DIRECTOR
281-337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Frederickson, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A. Dill

February 2, 2023

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

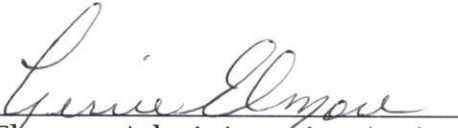
Dear Ms. Brysch:

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

I would appreciate it if you would send a copy of the resolution after it has been approved, to my office. You may mail it to 5115 Hwy. 3, Dickinson, TX 77539 or fax it to (409)-621-7973 and you can also e-mail it to gerrie.elmore@co.galveston.tx.us.

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

Sincerely,


Gerrie Elmore, Administrative Assistant
Galveston County Mosquito Control

Enclosure

R E S O L U T I O N

STATE OF TEXAS)

COUNTY OF GALVESTON)

WHEREAS, The Galveston County Mosquito Control District is responsible for the operation of the county-wide Mosquito Control Program, and

WHEREAS, The Federal Aviation Administration has indicated that governmental approval is necessary to provide aerial spraying services over the territories of general purpose governments,

NOW, THEREFORE BE IT RESOLVED, that this body approves the aerial spraying over its territory for the abatement of mosquitoes providing such spraying is conducted within the regulations and constraints of The Federal Aviation Administration, The Environmental Protection Agency, and other authoritative federal and state agencies.

Signed at _____, Texas,

this the _____ day of _____, 20 _____
A.D.

ATTEST:

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: March 6, 2023

Date submitted: 02/08/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider ratifying the Seasonal Concessions Agreement with Sterling Sports LLC, for the sale of concessions at Corporal Steven Schulz Sportspark.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item ratifies the Seasonal Concessions Agreement (the "Agreement") with Sterling Sports LLC (the "Concessionaire") for the sale of concessions at Friendswood Sportspark. Pursuant to the Agreement, the Concessionaire is required (i) to operate its concessions throughout all league play, (ii) to adhere to specified maintenance and operation standards, (iii) to remove its equipment at the end of the term, and (iv) pay the City \$300 per season, of which there are typically four. The agreement is for a three-year period and may be extended for two additional two-year periods if agreed to by the parties.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Concession Agreement
2. Form 1295

**CITY OF FRIENDSWOOD
SEASONAL CONCESSION AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Seasonal Concessions Agreement (the "Agreement") is made and entered into this ____ day of January, 2023 (the "Effective Date"), by and between the City of Friendswood, a Texas home-rule municipal corporation, located in Galveston and Harris Counties, Texas (the "City") and Sterling Sports LLC, a Texas limited liability company, located in Galveston County, Texas (the "Concessionaire").

RECITALS

WHEREAS, the City owns and operates the Friendswood Sportspark located at 2910 W. Parkwood, Friendswood, Texas, in Galveston County, Texas (the "Park"); and

WHEREAS, the City desires to grant a non-exclusive refreshment stand concession to Concessionaire, and

WHEREAS, Concessionaire desires to secure such grant of the non-exclusive refreshment stand concession in the Park;

NOW THEREFORE, for and in consideration of the mutual covenants, terms, provisions and conditions herein contained, the City and the Concessionaire (collectively the "Parties" and individually the "Party") hereby agree as follows:

**ARTICLE I
GRANT OF LICENSE; RESTRICTED USE; DISCLAIMER OF WARRANTIES**

- 1.01 License. Subject to the terms and conditions herein, the City hereby grants to the Concessionaire a license for the use of certain portions of the Park and improvements thereon, as more particularly depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Premises"). It is expressly understood and agreed that no portion of the Premises is being leased to the Concessionaire. The Concessionaire is a licensee and not a lessee of the Premises and the right of the Concessionaire to occupy the Premises are conditioned upon the Concessionaire strictly complying with all of the terms of this Agreement.
- 1.02 Restricted Use. The Concessionaire shall have the non-exclusive right to use the Premises only for the operation of concessions of food/beverage items as well as other items approved by the Director of Parks and Recreation or his designee (collectively the "Director"). The Concessionaire covenants and agrees it will not engage in any business or activity on the Premises or do anything in connection therewith which is inconsistent with the terms hereof. Furthermore, the Concessionaire shall not use the Premises in such a manner as to constitute a nuisance or to violate any state, federal or local law.
- 1.03 Times of Use. The Concessionaire shall operate and remain in operation throughout all league play. Nothing herein shall be construed to require the Concessionaire to operate its concession services when there is no scheduled activity at the Park.
- 1.04 Reservation of Rights. This Agreement does not prohibit the City from s providing and/or selling merchandise from time to time in conjunction with special events at the Park as approved by the Director.
- 1.05 Disclaimer of all Warranties. **THE CITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY NATURE, KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE**

PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE CONCESSIONAIRE ACCEPTS SUCH PREMISES IN AN "AS IS" CONDITION, WITH ALL FAULTS.

THE CONCESSIONAIRE, BY ITS ACCEPTANCE OF THE LICENSE GRANTED HEREIN EXPRESSLY WAIVES ANY RIGHT OR CLAIM AGAINST THE CITY FOR DAMAGES, RESCISSION OR OTHER REMEDY AT LAW OR IN EQUITY WITH RESPECT TO OR RESULTING FROM THE PHYSICAL CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PREMISES. THE WAIVER AND EXCULPATION PROVIDED ABOVE SHALL BE BINDING ON ALL SUCCESSORS AND ASSIGNS OF THE CONCESSIONAIRE AND ALL OPERATORS OF THE PREMISES.

1.06 Inspections. The City, its officers, agents and representatives shall have the right to enter into and upon any and all parts of the Premises at all reasonable hours to:

- (a) inspect the Premises and the Concessionaire's equipment and operations for the purposes of determining whether the Concessionaire is in compliance with the covenants and agreements contained herein;
- (b) make repairs or alterations or additions as the City may deem necessary (but without any obligation to do so); or
- (c) show the Premises to prospective tenants, purchasers or lenders.

Any such entry will not be deemed to be an actual or constructive eviction. Such inspections will be conducted at such a time or in such a manner as to cause as little disruption or interference with the Concessionaire's activities and operations.

As a result of any inspection, the Parties agree that the City may impose reasonable regulations to insure proper maintenance care and upkeep of the Premises.

ARTICLE II TERM

2.01 Initial Term. The Initial Term of this Agreement shall commence on the Effective Date and shall terminate three (3) years thereafter, unless terminated earlier in accordance with this Agreement.

2.02 Renewal Terms. After the expiration of the Initial Term, the City and the Concessionaire may extend the Initial Term for a period of two years upon the same or similar terms and conditions if agreed to in writing by both Parties. If the Agreement is extended for the first additional period of two years, the City and the Concessionaire may extend the Agreement for a second additional period of two years upon the same or similar terms and conditions if agreed to in writing by both Parties.

In each case, the Agreement may be extended only if

- a. the Concessionaire is not in default of any provision under this Agreement; and
- b. either Party gives written notice of its desire to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term.

All of the terms and conditions hereof shall apply during the renewal term(s), unless otherwise modified in writing by the Parties hereto. It is expressly understood and agreed that the consideration specified in Article VI hereof will be reviewed and updated by the City each renewal period.

- 2.03 Removal of Property. Upon expiration or termination of this Agreement, the City shall have the right to remove from the Premises the Concessionaire's personnel, property and equipment. The Concessionaire is also obligated to leave the Premises in a safe condition and to repair damage, if any, to the Premises.

III. CONCESSIONAIRE'S OBLIGATIONS

- 3.01 Professional Service. The Concessionaire shall provide professional, courteous, efficient and continuous food and beverage service to ball field patrons as directed by the City during regular seasons, playoffs, tournaments and special events. The Concessionaire agrees to comply with a high standard of service and quality of product. Candy and beverages shall be fresh and of good quality. All beverages and products shall be equal in quality to nationally advertised brands such as Coca-Cola, Planters, Hershey's, Mars, etc. Bread and roll item shall be fresh and of good quality. Ketchup, mustard and relish shall be furnished where hotdogs, hamburgers and cheeseburgers are sold. All food or food products shall be from approved sources only, as described in the Texas Food Establishment Rules.
- 3.02 Compliance with Laws and Regulations. The Concessionaire agrees to conduct the concession operations as detailed herein and to maintain the Premises in a sanitary and clean condition during the Concessionaire's use of the Premises. The Concessionaire shall at all times comply with existing ordinances and state and federal law regarding health, safety and food establishments. The Concessionaire further agrees that the Premises and services it provides shall at all times be subject to inspection by the City. However, the City is under no duty or obligation to inspect the Premises or services. The Concessionaire shall obtain a Food Establishment Permit from the City, as necessary, and comply with all applicable regulations.
- 3.03 Timely Payment to City. The Concessionaire agrees to timely pay to the City the amounts established by Article VI hereof.
- 3.04 Personnel. The Concessionaire agrees to employ, direct, control, supervise, manage, discharge and compensate all employees performing services in furtherance of this Agreement. The Concessionaire shall staff the concession stands at the Premises with a sufficient number of employees. Such personnel shall be clean, neat and orderly in appearance and competent in discharging their responsibilities. The Concessionaire agrees that whenever the City shall inform the Concessionaire in writing that any persons performing any of the requisite work are, in the opinion of the City, incompetent, unfaithful or disorderly, such person or persons shall be discharged and not again employed by the Concessionaire for performance under this Agreement unless agreed to in writing by the City. The Concessionaire shall provide an on-duty/on-site Certified Food Manager during all operational hours.
- 3.05 Signage. All company identification, advertising signage or other displays must be submitted and approved in writing by the Director prior to use. Such identification, advertising signage shall be confined to the Premises unless otherwise permitted in writing by the Director. Any signage allowed must be accurate, attractive, well-maintained and properly located.
- 3.06 Utilities. The Concessionaire shall be responsible for all utility costs, not specified in Section 7.01. The utility costs for which the Concessionaire is responsible shall include, but not be limited to, telephone service. Any additional outlets for electrical, water, sewer or other utilities desired by the Concessionaire shall be installed at the Concessionaire's expense. In the event of a utility outage, for whatever reason, the City shall not be responsible for any loss sustained by the Concessionaire.
- 3.07 Taxes, Special Assessments, Levies, and Other Payments. The Concessionaire shall charge the applicable sales tax on all food, beverages, items and services sold at the Premises pursuant to this Agreement. Additionally, the Concessionaire shall pay all taxes, special assessments, levies or other payments assessed during the term or any renewal thereof of this Agreement pertaining to the Concessionaire's property. The

Concessionaire agrees to pay all ad valorem taxes assessed by the various taxing units or all the Concessionaire's property now or hereafter erected or placed on the Premises before such taxes become delinquent. Additionally, the Concessionaire shall furnish to the City and other taxing units receipts showing payment of such taxes or other payments.

- 3.08 Vacation of Premises. The Concessionaire will, prior to the end of this Agreement, or on termination of this Agreement, vacate the Premises without delay and peaceably deliver up unto the City the Premises in a good state of repair, unencumbered, vacant and in good condition, ordinary wear and tear excepted. In case the Concessionaire fails to vacate the Premises as provided in this Agreement, the City shall not be responsible for any damage that might occur to the Concessionaire by virtue of the City's forcible entering and dispossessing the Concessionaire and without prejudice to any remedies which might otherwise be used for possession or for arrears of payments.

IV. PRODUCTS AND EQUIPMENT

- 4.01 Food and Beverages. No food or beverages may be sold, offered for sale, or served by the Concessionaire unless and until the City approves in writing such food and beverage items.
- 4.02 Other Items or Services. No other item, product, or service may be sold, offered for sale or distributed by the Concessionaire unless the item, product or service has been approved in writing by the Director.
- 4.03 Tobacco Products. The Concessionaire understands and agrees that no tobacco products shall be sold, offered for sale or distributed at or from the Premises.
- 4.04 Alcoholic Beverages. The Concessionaire shall not sell, offer for sale, display or advertise alcoholic beverages on the Premises.
- 4.05 Vending Machines. Vending machines shall not be used in conjunction with the concession operation without the prior written approval of the Director.
- 4.06 Glass Containers. The Concessionaire shall not sell beverages of any kind in glass containers.
- 4.07 Inventory. The Concessionaire shall be responsible for the inventory of food, beverages, products and supplies, a sufficient amount of which shall be kept on hand to ensure availability during hours of operation.
- 4.08 Equipment. All equipment required for concession operation, except the ice machine and three-compartment sink, will be provided by the Concessionaire at its sole cost and expense and meet all applicable standards as described in the Texas Food Establishment Rules Section 229.165. The Concessionaire shall be responsible for maintenance and repair of equipment used during concession operations. The Concessionaire agrees to maintain all equipment in a good, safe workable, sanitary and clean condition acceptable to the City. The Concessionaire will be responsible for all set-up, breakdown and storage of its equipment. The Concessionaire may store equipment in the concession building during the term of the Agreement or any renewal thereof; however, the City assumes no responsibility for the safety of the items stored on the Premises.
- 4.09 Delivery. The Concessionaire agrees that any and all deliveries, whether of product, equipment or otherwise, shall be made to the Premises only at times when no game, practice, rental, or any other event is being conducted at the Park.
- 4.10 Prohibited Materials and Conduct. Concessionaire may not keep any explosive or hazardous materials in the Concession, conduct any offensive occupation thereon, or operate any machinery thereon in a negligent or reckless manner that may injure or cause damage to persons, the Premises or the Park.

V. PREMISES

- 5.01 Acceptance. The Concessionaire acknowledges that it has examined fully the Premises and that it is accepting said Premises as it presently exists and as herein provided, regardless of any defects which may be discovered at a later time. In consideration for the privilege of use of the Premises, the Concessionaire specifically assumes any and all liability that may arise due to premise defects upon any or all improvements which exist on the Premises at the time of execution of this Agreement or any and all improvements which are constructed thereafter related to or arising out of the Concessionaire's use. The Concessionaire hereby accepts the Premises with full knowledge and recognition of the City's disclaimer of warranties, both express and implied, as expressed in Section 1.05.
- 5.02 Maintenance. The Concessionaire agrees to maintain the Premises and all areas used by the Concessionaire in a clean, neat, sanitary, safe and orderly manner and free of waste, rubbish and debris at all times. The Concessionaire shall be responsible for discarding all trash inside and immediately adjacent to the Premises in the proper dumpsters located at the Park. The Concessionaire agrees to notify the Director without delay of any repair that requires action by the City and to provide prompt access to the Premises.
- 5.03 Inspection by City and Required Maintenance. The City shall have the right and privilege, through its agents and officials to make inspections of the Premises and thereafter to require the Concessionaire to make maintenance repairs that in the City's opinion are necessary. The Concessionaire agrees and covenants that it shall commence maintenance repairs within thirty (30) days from the date that notice of the required repairs are received. Such repairs shall be made in an expeditious and worker-like manner. In the event that the Concessionaire shall fail to commence such repairs within the time provided, it is understood and agreed that the City may, within its discretion, make such repairs at the Concessionaire's sole cost and expense. The cost of such repairs shall be paid by the Concessionaire within thirty (30) days following the completion of said repairs.
- 5.04 Repairs. The City, at its sole cost and expense, shall maintain and repair the foundation, the building structure, exterior walls, roof, exterior windows, ice machine, three-compartment sink, exterior doors and mounted HVAC unit(s). The City shall also maintain, at its sole cost and expense, the grounds and the landscaping materials adjacent to Premises. At all times during the term of this Agreement, the City shall make reasonable efforts to fix or repair any defect in the building, structure, exterior walls, roof, exterior windows, ice machine, three-compartment sink and exterior doors of the Premises upon receipt of written notice from the Concessionaire that such repairs are necessary. The Concessionaire shall not be entitled to damages, actual or consequential, arising out of or in connection with any repairs requested or required to be made by the City pursuant to this Agreement.
- 5.05 Improvements. It is agreed that no improvements to the Premises or Park will be necessary in order for the Concessionaire's concession service to be operational. Should circumstances change and the Concessionaire desire to install or construct at its expense improvements at the Park, the Concessionaire must obtain the written approval of the Director of all plans and specifications associated therewith prior to such installation or construction. Improvements may include, but not be limited to, the addition of all necessary equipment and incidentals for the proper storing, heating, cooling and serving food and beverages approved by the City, as well construction activities. All installation and construction activities will be in compliance with the relevant codes of City and other federal, state and local laws, ordinances, rules and regulations. The complete cost of developing all the necessary plans and specifications, excavations(s), location and platting of utility lines and construction of the proposed improvements shall be borne entirely by the Concessionaire at no expense to the City whatsoever. Additionally, unless waived in writing by the Director based upon the scope of work proposed by the Concessionaire, the Concessionaire shall, without cost to the City, furnish the City with payment and performance bonds (or the Concessionaire's contractor shall supply same to the City), written by a surety acceptable to the City in an amount equal to the estimated cost of constructing the proposed improvements guaranteeing the work, guaranteeing the completion of work, free and clear of liens, according to the approved plans and specifications. All alterations and improvements on or in the Premises

at the commencement of the term or those that may be erected or installed during the term, shall become part of the Premises and the sole property of the City, except that all moveable trade fixtures installed by the Concessionaire shall be and remain the property of the Concessionaire. The Concessionaire specifically agrees to keep and maintain any and all improvements throughout the term of this Agreement, ordinary wear and tear excepted. The Concessionaire shall use its best efforts to complete construction of any improvements in a timely manner.

- 5.06 Dangerous or Hazardous Conditions. The Concessionaire is solely responsible for the inspection of the Premises during the term of this Agreement and any renewal thereof. Should the Concessionaire become aware of an existing or developing hazardous or dangerous condition on the Premises, the Concessionaire shall immediately notify the City, take necessary precautions and remedy such hazardous or dangerous condition at its sole cost and expense if the dangerous or hazardous condition is a result of the Concessionaires operations.

VI. CONSIDERATION

- 6.01 Consideration for the Sale of Food and Beverages. In consideration of the privileges concerning the sale of food and beverages herein granted, the Concessionaire shall pay to the City THREE HUNDRED AND NO/100 DOLLARS (\$300.00) per season. Each season shall be a minimum of eight weeks. Such payment shall be due and payable to the City thirty (30) days after completion of each season. Payment shall be tendered to the Director.
- 6.02 Prompt Payment. The Concessionaire's license granted herein along with all of its obligations hereunder are expressly contingent upon the prompt payment of the compensation specified in this article, and the use of the Premises by the Concessionaire is obtained only on the condition that fees specified herein are paid on time. Payment of these fees shall be independent covenants. At any time after the City's receipt of a check from the Concessionaire pursuant to this Agreement, such check is not honored by the drawing financial institution due to insufficient funds or is otherwise dishonored twice for any reason, the City may at any time thereafter, at the City's sole option, require that all fees and other sums due from the Concessionaire hereunder be paid either by cashier's check or money order. Failure to pay any fee as and when required will not only be considered a breach of this Agreement but also result in interest, as specified in the amount of one percent per month, being charged on the delinquent payments commencing on the date the payment first becomes overdue.

VII. CITY'S OBLIGATIONS

- 7.01 Utilities. Water and sewer utilities, existing on the Effective Date of this Agreement, to the Premises shall be provided by the City without cost to the Concessionaire. Electrical services will also be provided by the City.
- 7.02 Trash Receptacles. The City shall provide an adequate number of trash receptacles for the public; however, the Concessionaire shall be responsible for the removal of any and all trash within the Premises and dispose of the same in the dumpsters provided at the Park.
- 7.03 Restroom Supplies. The City will provide all restroom facility supplies; however, the Concessionaire shall be responsible to ensure that the restrooms are appropriately stocked with such supplies.

VIII. INSURANCE

- 8.01 Concessionaire's Insurance. Throughout the Term of this Agreement, the Concessionaire will keep and maintain, or cause to be kept and maintained, in force and effect insurance against claims for injuries to or

death of persons or damages to property which may arise out of or result from the construction, operation, repair, or maintenance of the Premises and all activities associated therewith, whether such construction, operation, repair or maintenance be performed by the Concessionaire, its agents, representatives, employees, subcontractors, assigns, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The Concessionaire's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of the Concessionaire's insurance and shall not contribute to it. Further the Concessionaire shall cause all subcontractors to furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 8.02 Policies and Minimum Limits. The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

Commercial General Liability

- General Aggregate: \$2,000,000
- Per Occurrence: \$1,000,000
- Owners' and Contractors' Protective Liability: \$1,000,000, during construction and all renovations thereafter of the Premises Improvements.
- Products & Completed Operations Aggregate: \$1,000,000
- Personal & Advertising Injury: \$1,000,000
- Premises Damage of \$300,000 per occurrence
- Coverage shall be broad form
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- Waiver of Subrogation required.

- 8.03 Additional Coverages. If the activities or operations to be conducted or conducted on the Premises change, the Director in his sole discretion may insist that the Concessionaire obtain additional coverages with limits deemed appropriate by the City's Risk Manager.

- 8.04 Requirements Applicable to all Policies. Prior to any work being performed on the site, the Consultant shall file with the City valid Certificates of Insurance and endorsements acceptable to the City for itself and its subcontractors. Such Certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the City via certified mail, return receipt requested. The following shall be applicable to all policies of insurance required herein:

- a. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VII or better.
- b. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- c. Liability policies must be on occurrence form.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- e. The City and its officers and employees are to be added as Additional Insured to liability policies.
- f. Upon request, and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.

**IX.
INDEMNITY AND RELEASE.**

9.01 INDEMNITY.

THE CONCESSIONAIRE HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, PROTECT, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (THE "CITY PARTIES") 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 ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY INCURRED IN CONNECTION WITH ALL CLAIMS, INCLUDING ANY ACTION OR PROCEEDINGS BROUGHT, THEREON ARISING FROM, AS A RESULT OF, OR IN ANY WAY RELATED TO THE CONCESSIONAIRE'S AND ITS ASSIGNEES', OFFICERS', AGENTS', EMPLOYEES', CONTRACTORS', GUESTS', AND/OR INVITEES' (THE "THE CONCESSIONAIRE PARTIES") USE OR OCCUPANCY OF THE PREMISES AND/OR IMPROVEMENTS THEREON OR ANY OF THE ACTIVITIES OF ANY SUCH THE CONCESSIONAIRE PARTIES IN OR ON THE PREMISES, WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF THE CITY PARTIES AND ANY OTHER PERSON OR ENTITY AND/OR BY THE JOINT OR SOLE NEGLIGENCE OF THE CONCESSIONAIRE PARTIES. IT IS THE EXPRESS INTENTION OF BOTH THE CITY AND THE CONCESSIONAIRE THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY THE CONCESSIONAIRE TO INDEMNIFY, HOLD HARMLESS, PROTECT, AND DEFEND THE CITY PARTIES FROM (I) THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY PARTIES, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF ANY OTHER PERSON OR ENTITY OF ANY SUCH INJURY, DEATH OR DAMAGE AND/OR (II) THE CONCESSIONAIRE PARTIES' SOLE AND/OR CONCURRENT NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FROM THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

- 9.02 Counsel. In the event that any action or proceeding is brought against the City by reason of any of the above, the Concessionaire further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City.
- 9.03 Limited Survival. Notwithstanding anything to the contrary contained in this Agreement, this Article IX shall survive the expiration or termination of this Agreement for either a period of four (4) years or until all claims, losses, damages, causes of action, suits and liability alleged within such four-year period have been finally resolved, whichever is later .
- 9.04 Release. By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. The

Concessionaire assumes full responsibility for the work to be performed and releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of every kind and character for any injury to, including, but not limited to, death of any person.

- 9.05 No Arbitration. Notwithstanding anything to the contrary contained in this Agreement, the City and the Concessionaire hereby agree that no claim or dispute between the City and the Concessionaire arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Concessionaire consents to be joined in the arbitration proceeding if the Concessionaire's presence is required for requested by the City.

X. LIENS

- 10.01 Debts. The Concessionaire shall promptly pay all debts incurred for the purchase of goods or services used in the operation of the Concession.
- 10.02 No Lien against City Property. The Concessionaire covenants and agrees that it will have no power to do any act or make any contract that creates any lien upon City property; and upon such purported lien being created or filed of record, the Concessionaire, at its sole cost and expense, shall liquidate and discharge same immediately.

XI. DEFAULT AND TERMINATION

- 11.01 Events of Default. The following events shall be deemed to be events of default by the Concessionaire under the Agreement:
- a. the Concessionaire shall fail to comply with any term, provision or covenant of this Agreement or the Agreement, and shall not cure such failure within the following specified number of days after written notice thereof to the Concessionaire:
 - 1. ten (15) days if said default relates to any payments under this Agreement; or
 - 2. thirty (30) days if said default is of any other nature under this Agreement.
 - b. the Concessionaire shall desert or vacate the Premises or any substantial portion of the Premises as determined by the Director; or
 - c. a receiver is appointed on account of its insolvency, which could impair or frustrate the Concessionaire's performance of this Agreement, and the Concessionaire or its successor in interest fails to provide adequate assurance of future performance, in accordance with the terms and conditions hereof.
- 11.02 Remedies upon Default. Upon the occurrence of any event of default specified hereinabove and the expiration of the cure period established in Section 11.01, the City shall have an option to pursue one or more of the following remedies without further notice or demand whatsoever:
- a. Terminate this Agreement, in which event the Concessionaire shall immediately surrender the Premises to the City; and if the Concessionaire fails to do so, the City may, without prejudice to any other remedy which it may have for possession, enter upon and take possession and expel or remove the Concessionaire and any other person who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and the

Concessionaire agrees to pay to CITY on demand the amount of any loss and/or damage which CITY may suffer by reason of such termination, whether through inability to contract with a new concessionaire for the Premises on satisfactory terms or otherwise for a period not to exceed sixty (60) days.

- b. Enter upon the Premises, by force if necessary, without being liable for prosecution or any claim of damages therefor, and do whatever the Concessionaire is obligated to do under the terms of this Agreement, and the Concessionaire agrees to reimburse the City on demand for any expenses which the City may incur in thus effecting compliance with the Concessionaire's obligations under the Agreement and the Concessionaire further agrees that the City shall not be liable for any damages resulting to the Concessionaire from such action.

- 11.03 No Election of Remedies. No reentry or taking possession of the Premises by the City shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Concessionaire. Notwithstanding any such reentry or taking possession, the City may at any time thereafter elect to terminate this Agreement for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall the pursuit of any remedy herein provided constitute a forfeiture or waiver of any payment due to the City hereunder or of any damages accruing to the City by reason of the violation of any of the terms, provisions and covenants herein contained.
- 11.04 No Waiver. No waiver by the City of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by the City to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that the City may suffer by reason of termination of this Agreement shall include the expenses of repossession and any repairs or remodeling undertaken following repossession.
- 11.05 Additional Remedies. Should the City at any time terminate this Agreement for any default, in addition to any other remedy the City may have, the City may recover from the Concessionaire all damages the City may incur by reason of such default, including cost of recovering the Premises and reasonable attorney's fees expended by reason of default.
- 11.06 Termination without Cause. Either Party may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or otherwise under this Agreement, terminate the Agreement, in whole or in part, without cause by giving at least thirty (30) days prior written notice thereof to the other Party. Upon contract termination, the Concessionaire shall deplete existing inventory and vacate the concession area. The Parties agree that the Agreement shall terminate on the date specified on the notice and that the Concessionaire shall be responsible for any fees due and owing up to and through the termination date specified on the notice.

XII. MISCELLANEOUS

- 12.01 Application of Laws. All terms, conditions, and provisions of this Agreement are subject to all applicable present and future federal, state and local laws and regulations, and all judicial determinations relative thereto.
- 12.02 Choice of Law. This Agreement is entered into subject to the charter and ordinances of the City, as they may be amended from time to time, and is subject to and is to be constructed, governed and enforced under the laws of the State of Texas.
- 12.03 Venue. The Parties to this Agreement agree and covenant that this Agreement will be enforceable in Galveston County, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Galveston County, Texas.

- 12.04 Permits. The Concessionaire shall obtain and keep in effect at its own cost and expense all licenses and permits necessary for its operation under this Agreement.
- 12.05 Independent Contractor. The Concessionaire covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the City; that the Concessionaire shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between the City and the Concessionaire, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Concessionaire.
- 12.06 Safety. The Concessionaire shall comply with all Occupational Safety and Health Act (OSHA) Standards and any other federal, state or local rules and regulations applicable to construction or maintenance activities in the State of Texas. City safety personnel or any supervisor may, but is not required to, order that the service be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damages sustained as a result of a violation of these safety articles from the Concessionaire to the City. The Concessionaire shall remain solely and exclusive responsible for compliance with all safety requirements and for the safety of all persons and property at the Premises
- 12.07 Equal Employment Opportunity. The Concessionaire shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. The Concessionaire shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This 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 of training including apprenticeship. No person, firm, corporation, organization, association, league or group shall be denied use of or access to the Premises or concession operation because of race, sex, color, religion, national origin or disability.
- 12.08 Notices. All notices required or permitted to be given hereunder may be given by letter sent via registered or certified mail, return receipt requested, email, or any other form of written communication and shall be deemed to be duly served and given for all purposes:

(a) To the City when received at:

City of Friendswood
Attn: Michael Boyett
910 S. Friendswood Dr.
Friendswood, Texas 77546
mboyett@friendswood.com

(b) To the Concessionaire when received at:

Sterling Sports LLC
Attn: Derrek Leroux, Managing Member
1620 S. Friendswood Dr., Suite 144
Friendswood, TX 77546-5408
derrek@sterlingterraceholdings.com

as the case may be. Any Party may change the address for the giving of notices to it by giving at least fifteen (15) days written notice of the new address to the other Party, provided that the new address must be at a

place in the United States where the mail is regularly received. Notice given by mail shall be deemed given three (3) days after the date of the mailing of the same to the above-referenced address.

- 12.09 Force Majeure. Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the Party is prevented from performing its obligations hereunder.
- 12.10 Successors and Assigns. The City and the Concessionaire will each bind themselves, their successors, executors, administrators and assigns to the other Party to this Agreement. The Concessionaire will not assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the City. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of the City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 12.11 No third-party beneficiaries. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Concessionaire and the City only.
- 12.12 Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 12.13 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the Parties.
- 12.14 Headings. The headings as to contents or particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular sections to which they refer.
- 12.15 Gender and Name. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.
- 12.16 No Third-Party Beneficiaries. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Concessionaire only.
- 12.17 Authority to Enter Contract. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of the entities he represents.
- 12.18 Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.
- 12.19 Agreement Read. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 12.20 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

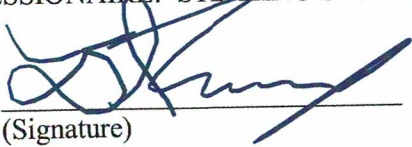
CITY: CITY OF FRIENDSWOOD

BY: MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

CONCESSIONAIRE: STERLING SPORTS LLC

BY: 
(Signature)

Derrek LeRoux
(Printed Name)

Member
(Title)

ATTEST:


(Signature)

Emily LeRoux
(Printed Name)

2/3/23 N/A
(Title)

EXHIBIT A

- Concession Premises area marked in red rectangle.
- Dumpster location marked in yellow rectangle.



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: March 6, 2023

Date submitted: 03/02/2023

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an amendment to the agreement for access control systems with Lighthouse Video Surveillance for additional cards and readers.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City's Access Control Project was approved as part of the capital lease agreement funding. Such project entailed video and/or access control solutions for the Hanger, the library, and the court. This proposed amendment authorizes the expenditure of an additional \$12,300 for access control reader terminals, smart card readers, and programmed cards. Funding for this amendment will come from Information Technology operating funds included in the FY23 adopted budget.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Card Reader-Cards Change Order



Proposal

20230228-FRIEND-1



Presented By:

Robert Jenkins
Lighthouse Video Surveillance
2045 Space Park Dr
Ste. 185
Houston, TX 77058 USA
(281) 954-3678
www.LighthouseVS.com

Lighthouse Video Surveillance

City-Wide ACM Takeover - Readers/Cards Change Order



5 HID 20TKS-T0-000000

32 HID 40TKS-T0-000000

500 HID 5006PGGMN

Price Also Includes:

Misc. Parts & Connectors

Labor & Installation

System Design, Project Management, and Customer Training

Equipment Shipping

Lighthouse Video Surveillance

Standard Price **\$13,500**

HGAC Price **\$12,300**

***Price does not include sales tax. Customer to provide power and internet access.**

NA

Initial to Include Maintenance

Monthly Price

NA

*Monthly Price includes maintenance (no trip charge, no parts charge, no labor charge for service).

Client Representative: _____

Date: _____

Lighthouse Representative: _____

Date: _____

Due to the nature of this line of business; all designs, parts and pricing information is proprietary and must be kept in confidence (no competitors or third party individuals). Lighthouse Video Surveillance has conducted work on this project without charge (invested man hours, resources and materials) in attempts to show good faith, gain your trust and earn business from our efforts. In addition, Lighthouse has invested time educating you on video security/access control so that you may make the best decision for your business or organization. If it is determined that this project must be put out for bid and you would like to utilize our design, Lighthouse is willing to sell the design (ask representative for details if you would like to peruse this route).

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: March 6, 2023

Date submitted: 02/15/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the Sidewalk Fund Installation Project and the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Work associated with the City of Friendswood Sidwalk Fund Installation Project has been completed. This project has enabled the City to install sidewalks along TxDOT roadways. Funding for this project was partially paid for with funds developers pay into a "Sidewalk Fund" in lieu of installing sidewalks during construction. The remaining funds came from a FY21-22 General Fund Allocation for street maintenance.

City staff has inspected the aforementioned infrastructure and found it to be built in compliance with City specifications.

The City has received a one-year maintenance bond from contractor, Greenscape Six, LLC, to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00790 - Contractors Certification of Final Completion
2. Warranty Maintenance Bond

DOCUMENT 00790

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

PROJECT NAME: 2021-2022 Concrete Street Maintenance Program

PROJECT NUMBER: ST2022C

BID No.: 2022-02

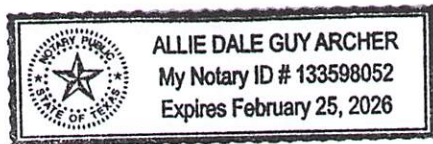
CONTRACT DATED: March 7, 2022

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mike Archer who, being by me duly sworn, on his oath says that he or she represents Greenscape Six, LLC the Contractor who has performed a contract with the City of Friendswood for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract Documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the Project Manager; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the City of Friendswood Technical Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

Mike Archer

Affiant's Signature

SWORN AND SUBSCRIBED before me on 2.21.23
Date



Allie Archer

Notary Public in and for the State of Texas

Allie Archer

Print or type name

My Commission Expires: 2.25.26
Expiration Date

THIS IS TO CERTIFY that I have thoroughly inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work.

00790-2

Hailee Medwedeff

Hailee Medwedeff, CFM, ENV SP
Projects Coordinator
City of Friendswood

02/23/2023

Date

END OF 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: March 6, 2023

Date submitted: 02/23/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the final acceptance of the Blackhawk Boulevard Reconstruction Phase II Package "A" Project at the completion of the contractor's extended warranty maintenance period and the release of the maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City began its extended warranty maintenance period of the City's Blackhawk Boulevard Reconstruction Phase II Package "A" Project in February 2021. The extended warranty maintenance bond has now expired. The agenda item is to authorize the final acceptance of the Blackhawk Boulevard Reconstruction Phase II Package "A" Project and to formally release the bond.

City Staff has conducted an inspection and found everything in working order.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Joslin Construction, LLC will have its extended warranty maintenance bond released immediately upon final acceptance of the City Council.

RECOMMENDATIONS

Staff recommend approval.

ATTACHMENTS

1. 00645 - Release of Bond
2. Extended Warranty Maintenance Bond

RELEASE OF BOND

Date: March 06, 2023

Project Name: Blackhawk Boulevard Reconstruction Phase II Package "A"

TO: Joslin Construction Texas, LLC
2218 Nothpark Dr., Ste.200
Kingwood, TX 77339

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 extended warranty. This Project was brought before the City Council on February 01, 2021, for the acceptance of the Extended Warranty Maintenance Period. The City Council accepts the Extended Warranty Maintenance as complete and renders this obligation null and void, releasing the Extended Warranty Maintenance Bond from SureTec Insurance Company 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, which is enclosed.

Jildardo Arias, PE, CFM, ENV SP
Director of Engineering, City Engineer

JA/hv

END OF 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: March 6, 2023

Date submitted: 02/23/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the final acceptance of the 2020-2021 Concrete Street Maintenance Program at the completion of the contractor's one-year maintenance period and release the maintenance bond.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period of the 2020-2021 Concrete Street Maintenance Program in September 2021. The maintenance bond has now expired. This agenda item is to authorize the final acceptance of the 2020-2021 Concrete Street Maintenance Program and to formally release that bond.

City staff conducted a one-year warranty inspection and found everything to be in working order.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Greenscape Six, LLC will have its bond released immediately upon final acceptance by the City Council.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 00645 - Release of Bond
2. One-Year Maintenance Bond

RELEASE OF BOND

Date: March 06, 2023

Project Name: 2020-2021 Concrete Street Maintenance Program

TO: Greenscape Six, LLC
7020 FM 3180 Road
Baytown, TX 77523

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 September 13, 2023, for the acceptance of the One-Year Maintenance Period. The City Council accepts the One-Year Maintenance as complete and renders this obligation null and void, releasing the One-Year Maintenance Bond from SureTec Insurance Company 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, which is enclosed.

Jildardo Arias, PE, CFM, ENV SP
Director of Engineering, City Engineer

JA/hv

END OF 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: March 6, 2023

Date submitted: 03/02/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider accepting the Sterling Creek, Section 7 Infrastructure Project and the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Construction of water, sanitary sewer, storm sewer, and paving, and appurtenances for Steling Creek, Section Seven has been completed. The improved lots are located adjacent to Friendswood Parkway.

City Staff has inspected the aforementioned infrastructure and found it to be in compliance with City specifications. The City will maintain the water and sanitary sewer mains while the other infrastructure remains private.

The City has received a one-year maintenance bond from the contractor, David Wight Construction Company, to correct any work found deficient during this one-year period.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This infrastructure will serve 77 new lots in the Sterling Creek Subdivision.

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. Certificate of Final Completion
2. Maintenance Bond

CERTIFICATE OF FINAL COMPLETION

STATE OF TEXAS

COUNTY OF Brazoria

I, the undersigned, David Wight, President, David Wight Construction Co., LTD.,
under its contract dated May 12, 2022, with Hill-Hubbard Development
_____ for the construction of Water, Sanitary Sewer, Storm Sewer and Paving
for Sterling Creek, Section 7 do hereby certify under oath that all just claims and
bills within the knowledge of affiant for labor, materials, equipment and damages under
this contract have been paid in full by the contractor.

David Wight

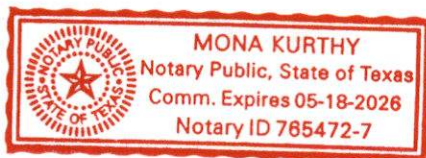
Contractor

Subscribed and sworn to before me, the undersigned authority, this 8th
day of February, 2023.

Monna Kurthy
Notary Public in and for

Brazoria County, Texas

My commission expires May 18, 2026.



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: March 6, 2023

Date submitted: 02/15/2023

Prepared by: Leticia Brysch, City Secretary

Subject: Consider appointing Ms. Marsha Conrad to the Planning and Zoning Commission to complete the unexpired three-year term left by Joe Matranga commencing immediately and ending on June 30, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission (the "Commission") is a non-advisory board composed of seven (7) members. The members shall be resident citizens and qualified voters of the city who have the following powers and duties:

1. To perform the duties imposed upon the planning and zoning commission by appendix B of this Code as well as V.T.C.A., Local Government Code, ch. 212;
2. To perform the duties imposed upon the zoning commission by appendix C of this Code as well as upon the zoning commission by V.T.C.A., Local Government Code, ch. 211;
3. To hear and render decisions on appeals concerning: (i) a license revocation or suspension; (ii) any order for utility disconnection; or (iii) any decision, order, or action taken by the building official pursuant to section 50-163 of this Code;
4. To hear and render decisions on the need for sidewalks pursuant to section 70-64 of this Code;
5. To perform all duties and functions as conferred on a capital improvements advisory committee by V.T.C.A., Local Government Code, ch. 395;
6. To review and monitor the implementation of the city's comprehensive plan and all amendments thereto and make recommendations concerning the same to the city council pursuant to V.T.C.A., Local Government Code § 213.003;
7. To monitor the implementation of the city's comprehensive plan and to make reports to the city council as to the status of efforts to implement the comprehensive plan; and
8. To perform other duties as may be delegated to it by the city council.

Mr. Joe Matranga submitted his resignation to the Commission in January 2023, leaving a vacancy. Ms. Marsha Conrad has completed the appointment vetting process and meets the requirements in the City's Appointment Policy. If appointed Ms. Conrad will complete Mr. Matranga's unexpired three-year term, which is set to end on June 30, 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Conrad, Marsha - Volunteer Application 2023_Redacted



BE A FRIENDSWOOD VOLUNTEER

It is the desire and intent of City Council to encourage and support citizen participation in an advisory capacity governing the affairs of the City. Service through membership on a board, commission, or committee is a valued, important opportunity for participation in an advisory capacity. To these ends, a policy has been adopted that sets out an orderly process for citizens interested in serving as members of a City board, commission, or committee and for the City Council to oversee appointments.

THIS INFORMATION WILL BECOME PUBLIC RECORD

VOLUNTEER APPLICATION

NAME: MARSHA CONRAD

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

CITY, STATE, ZIP: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: [REDACTED]

OCCUPATION: CONTRACTOR, INTERIOR ARCHITECTURAL DESIGNER

SPECIAL INTERESTS AND TALENTS: PLANNING & ZONING COMMISSION

FRIENDSWOOD BEAUTIFUL COMMITTEE

Are you currently serving as a member of any Friendswood governmental body? No

If so, please name the body: _____

AREAS OF INTEREST

Please indicate your primary and secondary interests.

PLANNING & PRESERVATION

- ☒ PLANNING & ZONING COMMISSION
- ☐ ZONING BOARD OF ADJUSTMENT & APPEALS
- ☒ KEEP FRIENDSWOOD BEAUTIFUL COMMITTEE
- ☐ COMMUNITY & ECONOMIC DEVELOPMENT
- ☒ CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS
- ☐ INVESTMENT COMMITTEE
- ☐ FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION

I AM AVAILABLE FOR

- ☒ LONG-TERM PROJECTS
☐ SHORT-TERM PROJECTS
☐ DAYTIME
☐ EVENING
☐ SUMMER

I AM AVAILABLE FOR

- _____ LONG-TERM PROJECTS
 _____ SHORT-TERM PROJECTS
 _____ DAYTIME
 _____ EVENING
 _____ SUMMER

RECREATION

- _____ 4TH OF JULY STEERING COMMITTEE
_____ 4TH OF JULY VOLUNTEER
_____ SENIOR CITIZENS ADVISORY COMMITTEE

EDUCATION

- ____ LIBRARY BOARD
____ LIBRARY VOLUNTEER

SPECIAL COMMITTEES AS CALLED

- _____

OTHER

- _____ WEST RANCH MANAGEMENT DISTRICT
 _____ ANIMAL SHELTER ADVISORY COMMITTEE
 _____ VOLUNTEER FIRE DEPT/EMS
 _____ CHARTER REVIEW (AS NEEDED)

Please use the space below for additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

These questions are asked because the City Council wants to maintain balance to insure proper representation on boards and commissions.

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 35 YEARS

Have you been convicted of a crime, other than minor traffic violations in the past 10 years? No

What experience do you have that may qualify you for service on a particular board or commission (i.e. license, degrees, and certificates)?

CONSTRUCTION SCIENCE - UT AUSTIN
(RID) INTERIOR DESIGN / REGISTERED BUILDER #15493
MASTER GARDENER - TX A.M. - 1985

Please list any civic or community endeavors in which you have been involved: _____

BOARD OF TRUSTEE AT CHURCH
HEAD OF GROUNDS COMMITTEE
HEAD OF MAINTENANCE

I hereby affirm the information provided herein is true and correct, to the best of my knowledge. I am aware a background check will be required prior to appointment.

I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.

M Conrad
Signature of Applicant

02-09-2023
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

LETICIA BRYSCH
CITY SECRETARY
CITY OF FRIENDSWOOD
910 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TX 77546-4856
(281) 996-3270
FAX (281) 482-1634

CITY OF FRIENDSWOOD BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

If you have ever been a member of a Friendswood Board, Committee or Commission before, please indicate the Board, Committee or Commission and appropriate dates of service.

Name of Board, Committee or Commission:

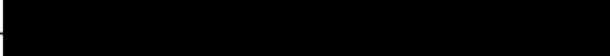
Dates of Service:

PERSONAL REFERENCES:

Please list at least two references.

NAME: BECKY ERICSSON

ADDRESS: 

PHONE: 

NAME: TRISH HANKS

ADDRESS: THANKS @ C.I. FRIENDSWOOD, TX. US

PHONE: _____

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: March 6, 2023

Date submitted: 02/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the ad valorem tax report for January 2023.

Originating Department: City Manager

Degree of importance:

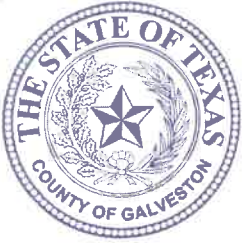
SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Jan 23



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



February 8, 2023

The Governmental Entities of the Galveston County Tax Assessor/Collector's Office:

I, Cheryl E. Johnson, Tax Assessor and Collector of the County of Galveston do solemnly swear that this statement of collections made by me and the disposition thereof during the month of January, 2023 is true and correct.

Under my hand and seal this 8th day of February, 2023.

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
Bay Colony West MUD

Galveston Community College
GC Drainage District No. 1
GC Drainage District No. 2
GC Emergency Services Dist. No. 1
GC Emergency Services Dist. No. 2
GC Fresh Water Supply Dist. No. 6
Bacliff MUD
Bayview MUD
Galveston County MUD No. 12
Galveston County MUD No. 13
Galveston County MUD No. 44
San Leon MUD
Tara Glen MUD
GC Navigation District No. 1
WCID No. 1
WCID No. 12
WCID No. 19
Westwood Management District

02/07/2023 09:47:22 4204079
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 01/01/2023 THRU 01/31/2023
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 33
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2022	M & O	388560	9,703,475.46	.00	.00	.00	9,703,475.46	.00	.00	.00	9,703,475.46
	I & S	.098754	2,466,175.79	.00	.00	.00	2,466,175.79	.00	.00	.00	2,466,175.79
	TOTAL	.487314	12,169,651.25	.00	.00	.00	12,169,651.25	.00	.00	.00	12,169,651.25
2021	M & O	385147	2,352,54-	.00	525.19	.00	1,827.35-	657.19	.00	.00	1,170.16-
	I & S	.102167	624.07-	.00	139.30	.00	484.77-	.00	.00	.00	484.77-
	TOTAL	.487314	2,976.61-	.00	664.49	.00	2,312.12-	657.19	.00	.00	1,654.93-
2020	M & O	392153	4,928.87-	.00	113.22	.00	4,815.65-	108.52	.00	.00	4,707.13-
	I & S	.095161	1,196.05-	.00	27.47	.00	1,168.58-	.00	.00	.00	1,168.58-
	TOTAL	.487314	6,124.92-	.00	140.69	.00	5,984.23-	108.52	.00	.00	5,875.71-
2019	M & O	432160	464.15	.00	112.35	.00	576.50	19.38	.00	.00	595.88
	I & S	.089279	95.89	.00	23.21	.00	119.10	.00	.00	.00	119.10
	TOTAL	.521439	560.04	.00	135.56	.00	695.60	19.38	.00	.00	714.98
2018	M & O	437173	151.79	.00	104.03	.00	255.82	67.63	.00	.00	323.45
	I & S	.095218	33.06	.00	22.66	.00	55.72	.00	.00	.00	55.72
	TOTAL	.532391	184.85	.00	126.69	.00	311.54	67.63	.00	.00	379.17
2015	M & O	497200	6.08	.00	.00	.00	6.08	.00	.00	.00	6.08
	I & S	.071500	.88	.00	.00	.00	.88	.00	.00	.00	.88
	TOTAL	.568700	6.96	.00	.00	.00	6.96	.00	.00	.00	6.96
ALL	M & O		9,696,816.07	.00	854.79	.00	9,697,670.86	852.72	.00	.00	9,698,523.58
ALL	I & S		2,464,485.50	.00	212.64	.00	2,464,698.14	.00	.00	.00	2,464,698.14
ALL	TOTAL		12,161,301.57	.00	1,067.43	.00	12,162,369.00	852.72	.00	.00	12,163,221.72
DLQ	M & O		6,659.39-	.00	854.79	.00	5,804.60-	852.72	.00	.00	4,951.88-
DLQ	I & S		1,690.29-	.00	212.64	.00	1,477.65-	.00	.00	.00	1,477.65-
DLQ	TOTAL		8,349.68-	.00	1,067.43	.00	7,282.25-	852.72	.00	.00	6,429.53-
CURR	M & O		9,703,475.46	.00	.00	.00	9,703,475.46	.00	.00	.00	9,703,475.46
CURR	I & S		2,466,175.79	.00	.00	.00	2,466,175.79	.00	.00	.00	2,466,175.79
CURR	TOTAL		12,169,651.25	.00	.00	.00	12,169,651.25	.00	.00	.00	12,169,651.25

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YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2018	RE230111	366172	201901	26.62-	0.00	0.00	0.00 18S3	26.62	0.00 RF
2018	RE230111	366172	201901	0.00	0.00	0.00	0.00 18S3	26.62-	26.62-RF
	TOTAL			26.62-	0.00	0.00	0.00	0.00	26.62-
2019	RE230111	366172	201912	0.00	0.00	0.00	0.00 19S2	26.08-	26.08-RF
2019	RE230111	366172	201912	26.08-	0.00	0.00	0.00 19S2	26.08	0.00 RF
	TOTAL			26.08-	0.00	0.00	0.00	0.00	26.08-
2020	RE230111	292301	202012	121.83-	0.00	0.00	0.00 20S1	121.83	0.00 RF
2020	RE230111	292301	202012	0.00	0.00	0.00	0.00 20S1	121.83-	121.83-RF
2020	RE230111	308607	202012	0.00	0.00	0.00	0.00 20S1	377.03-	377.03-RF
2020	RE230111	308607	202012	377.03-	0.00	0.00	0.00 20S1	377.03	0.00 RF
2020	RE230111	366172	202012	24.36-	0.00	0.00	0.00 20S1	24.36	0.00 RF
2020	RE230111	366172	202012	0.00	0.00	0.00	0.00 20S1	24.36-	24.36-RF
2020	RE230124	H330520000003	202101	6,003.61-	0.00	0.00	0.00 HK29	6,003.61	0.00 RF
2020	RE230124	H330520000003	202101	0.00	0.00	0.00	0.00 HK29	6,003.61-	6,003.61-RF
	TOTAL			6,526.83-	0.00	0.00	0.00	0.00	6,526.83-
2021	RE230126	1063200000003	202112	190.83-	0.00	0.00	0.00 HS02	190.83	0.00 RF
2021	RE230126	1063200000003	202112	17.25-	0.00	0.00	0.00 HS02	17.25	0.00 RF
2021	RE230126	1063200000003	202112	0.00	0.00	0.00	0.00 HS02	17.25-	17.25-RF
2021	RE230126	1063200000003	202112	0.00	0.00	0.00	0.00 HS02	190.83-	190.83-RF
2021	RE230126	1254280090004	202112	517.37-	0.00	0.00	0.00 CERT	517.37	0.00 RF
2021	RE230126	1254280090004	202112	0.00	0.00	0.00	0.00 CERT	517.37-	517.37-RF
2021	RE230111	168071	202204	0.00	0.00	0.00	0.00 21S0	268.01-	268.01-RF
2021	RE230111	168071	202204	241.45-	0.00	26.56-	0.00 21S0	268.01	0.00 RF
2021	RE230111	203176	202211	517.56-	0.00	113.85-	0.00 21S0	757.62	0.00 RF
2021	RE230111	203176	202211	0.00	0.00	0.00	0.00 21S0	757.62-	757.62-RF
2021	RE230111	219310	202112	0.00	0.00	0.00	0.00 21S0	121.82-	121.82-RF
2021	RE230111	219310	202112	121.82-	0.00	0.00	0.00 21S0	121.82	0.00 RF
2021	RE230111	292301	202112	0.00	0.00	0.00	0.00 21S0	121.83-	121.83-RF
2021	RE230111	292301	202112	0.00	0.00	0.00	0.00 21S0	121.83	0.00 RF
2021	RE230111	308607	202112	555.20-	0.00	0.00	0.00 21S0	555.20	0.00 RF
2021	RE230111	308607	202112	0.00	0.00	0.00	0.00 21S0	555.20-	555.20-RF
2021	RE230111	310886	202112	360.67-	0.00	0.00	0.00 21S0	360.67	0.00 RF
2021	RE230111	310886	202112	0.00	0.00	0.00	0.00 21S0	360.67-	360.67-RF
2021	RE230111	366172	202201	24.37-	0.00	0.00	0.00 21S0	24.37	0.00 RF
2021	RE230111	366172	202201	0.00	0.00	0.00	0.00 21S0	24.37-	24.37-RF
2021	RE230111	610622	202112	678.38-	0.00	0.00	0.00 21S0	678.38	0.00 RF

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2021	RF230111	610622	202112	0.00	0.00	0.00	0.00 21S0	678.38-	678.38-RF
2021	RF230111	726317	202112	273.66-	0.00	0.00	0.00 21S0	273.66	0.00 RF
2021	RF230111	726317	202112	0.00	0.00	0.00	0.00 21S0	273.66-	273.66-RF
2021	RF230111	734058	202112	0.00	0.00	0.00	0.00 21S0	273.65-	273.65-RF
2021	RF230111	734058	202112	273.65-	0.00	0.00	0.00 21S0	273.65	0.00 RF
2021	RF230126	H330520000003	202201	3,276.66-	0.00	0.00	0.00 CERT	3,276.66	0.00 RF
2021	RF230126	H330520000003	202201	0.00	0.00	0.00	0.00 CERT	3,276.66-	3,276.66-RF
2021 TOTAL				7,170.64-	0.00	140.41-	126.27-	0.00	7,437.32-
2022	RF230102	10004200000008	202212	0.00	0.00	0.00	0.00 CERT	281.34-	281.34-RF
2022	RF230102	10004200000008	202212	281.34-	0.00	0.00	0.00 CERT	281.34	0.00 RF
2022	RF230126	10128000000028	202301	121.83-	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022	RF230126	10128000000028	202301	0.00	0.00	0.00	0.00 HK05	121.83-	121.83-RF
2022	RF230126	10223100000019	202301	121.83-	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022	RF230126	10223100000019	202301	0.00	0.00	0.00	0.00 HK05	121.83-	121.83-RF
2022	RF230126	10223500000015	202212	75.22-	0.00	0.00	0.00 HK05	75.22	0.00 RF
2022	RF230126	10223500000015	202212	0.00	0.00	0.00	0.00 HK05	75.22-	75.22-RF
2022	RF230126	10223700000007	202301	0.00	0.00	0.00	0.00 HK05	193.64-	193.64-RF
2022	RF230126	10223700000007	202301	193.64-	0.00	0.00	0.00 HK05	193.64	0.00 RF
2022	RF230126	10349600000021	202301	177.42-	0.00	0.00	0.00 HK05	177.42	0.00 RF
2022	RF230126	10349600000021	202301	0.00	0.00	0.00	0.00 HK05	177.42-	177.42-RF
2022	RF230126	10350200000018	202301	121.83-	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022	RF230126	10350200000018	202301	0.00	0.00	0.00	0.00 HK05	121.83-	121.83-RF
2022	RF230123	10433800000019	202301	0.00	0.00	0.00	0.00 CERT	465.29	0.00 RF
2022	RF230123	10433800000019	202301	465.29-	0.00	0.00	0.00 CERT	465.29	0.00 RF
2022	RF230102	10439900100102	202211	249.89-	0.00	0.00	0.00 HS3	249.89	0.00 RF
2022	RF230102	10439900100102	202211	0.00	0.00	0.00	0.00 HS3	249.89	0.00 RF
2022	RF230102	1043990010081	202212	0.00	0.00	0.00	0.00 CERT	122.70-	122.70-RF
2022	RF230102	1043990010081	202212	61.35-	0.00	0.00	0.00 CERT	61.35	0.00 RF
2022	RF230102	1043990010081	202212	0.00	0.00	0.00	0.00 CERT	61.35-	61.35-RF
2022	RF230102	1043990010081	202212	0.00	0.00	0.00	0.00 CERT	61.35-	61.35-RF
2022	RF230102	1043990010081	202212	61.35-	0.00	0.00	0.00 CERT	61.35	0.00 RF
2022	RF230102	1043990010081	202212	121.82-	0.00	0.00	0.00 CERT	122.70	0.00 RF
2022	RF230102	1043990010081	202212	121.82-	0.00	0.00	0.00 CERT	122.70	0.00 RF
2022	869111013023	1043990010088	202301	121.82-	0.00	0.00	0.00 CERT	0.00	121.82-RF
2022	957116011723	1043990010095	202301	794.69-	0.00	0.00	0.00 CERT	0.00	794.69-RF
2022	RF230126	10500800000040	202212	0.00	0.00	0.00	0.00 HK05	121.83-	121.83-RF
2022	RF230126	10500800000040	202212	121.83-	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022	RF230113	10501200000008	202301	93.21-	0.00	0.00	0.00 CERT	93.21	0.00 RF
2022	RF230113	10501200000008	202301	0.00	0.00	0.00	0.00 CERT	93.21-	93.21-RF
2022	RF230113	10501200000008	202301	186.42-	0.00	0.00	0.00 CERT	186.42	0.00 RF
2022	RF230113	10501200000008	202301	0.00	0.00	0.00	0.00 CERT	186.42-	186.42-RF
2022	RF230113	10501200000008	202301	0.00	0.00	0.00	0.00 CERT	93.21-	93.21-RF
2022	RF230113	10501200000008	202301	93.21-	0.00	0.00	0.00 CERT	93.21	0.00 RF

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2022	RF230126	1050120000040	202301	0.00	0.00	0.00	0.00 HK05	380.64-	380.64-RF
2022	RF230126	1050120000040	202301	380.64-	0.00	0.00	0.00 HK05	380.64	0.00 RF
2022	RF230126	1050130000017	202301	0.00	0.00	0.00	0.00 CERT	400.00-	400.00-RF
2022	RF230131	1050130000017	202301	400.00-	0.00	0.00	0.00 CERT	400.00-	0.00 RF
2022	RF230102	1050140000007	202211	28.57-	0.00	0.00	0.00 CERT	28.57	0.00 RF
2022	RF230102	1050140000007	202212	42.86-	0.00	0.00	0.00 CERT	42.86	0.00 RF
2022	RF230102	1050140000007	202212	0.00	0.00	0.00	0.00 CERT	42.86-	42.86-RF
2022	RF230102	1050140000007	202212	57.14-	0.00	0.00	0.00 CERT	57.14	0.00 RF
2022	RF230102	1050140000007	202212	0.00	0.00	0.00	0.00 CERT	57.14-	57.14-RF
2022	RF230102	1050140000007	202211	100.00-	0.00	0.00	0.00 CERT	100.00	0.00 RF
2022	RF230102	1050140000007	202212	0.00	0.00	0.00	0.00 CERT	100.00-	100.00-RF
2022	RF230102	1050140000007	202212	100.00-	0.00	0.00	0.00 CERT	100.00	0.00 RF
2022	RF230102	1050140000007	202212	0.00	0.00	0.00	0.00 CERT	100.00-	100.00-RF
2022	RF230102	1050140000007	202211	71.43-	0.00	0.00	0.00 CERT	71.43	0.00 RF
2022	RF230102	1050140000007	202211	0.00	0.00	0.00	0.00 CERT	71.43-	71.43-RF
2022	RF230102	1050140000007	202211	0.00	0.00	0.00	0.00 CERT	28.57-	28.57-RF
2022	RF230102	1050140000007	202211	0.00	0.00	0.00	0.00 CERT	36.03	0.00 RF
2022	RF230126	1055770000061	202301	36.03-	0.00	0.00	0.00 HK05	36.03	0.00 RF
2022	RF230102	1057810000005	202201	0.00	0.00	0.00	0.00 CERT	36.03-	36.03-RF
2022	RF230102	1057810000005	202201	103.69-	0.00	0.00	0.00 CERT	103.69	0.00 RF
2022	RF230102	1057810000005	202201	175.48-	0.00	0.00	0.00 CERT	103.69	0.00 RF
2022	RF230102	1057810000005	202201	0.00	0.00	0.00	0.00 CERT	175.48	0.00 RF
2022	RF230102	1057810000005	202201	71.79-	0.00	0.00	0.00 CERT	71.79-	71.79-RF
2022	RF230102	1057810000005	202201	0.00	0.00	0.00	0.00 CERT	71.79	0.00 RF
2022	RF230102	1057810000005	202201	175.48-	0.00	0.00	0.00 CERT	175.48-	175.48-RF
2022	RF230126	1057810000011	202301	121.83-	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022	RF230102	1057910000010	202203	0.00	0.00	0.00	0.00 HK05	121.83-	121.83-RF
2022	RF230102	1057910000010	202203	0.00	0.00	0.00	0.00 CERT	115.30-	115.30-RF
2022	RF230102	1057910000010	202212	115.30-	0.00	0.00	0.00 CERT	115.30	0.00 RF
2022	RF230102	1057910000010	202212	0.00	0.00	0.00	0.00 CERT	115.30-	115.30-RF
2022	RF230102	1057910000010	202203	5.55-	0.00	0.00	0.00 CERT	5.55-	5.55-RF
2022	RF230102	1057910000010	202203	0.00	0.00	0.00	0.00 CERT	5.55	0.00 RF
2022	RF230102	1057910000010	202203	5.55-	0.00	0.00	0.00 CERT	5.55-	5.55-RF
2022	RF230102	1057910000010	202212	5.55-	0.00	0.00	0.00 CERT	5.55	0.00 RF
2022	RF230102	1057910000010	202212	109.75-	0.00	0.00	0.00 CERT	109.75-	109.75-RF
2022	RF230102	1057910000010	202212	0.00	0.00	0.00	0.00 CERT	283.13	0.00 RF
2022	RF230126	1063200000003	202301	283.13-	0.00	0.00	0.00 HK05	283.13	0.00 RF
2022	RF230126	1063200000003	202301	0.00	0.00	0.00	0.00 HK05	121.83-	121.83-RF
2022	RF230126	1063200000003	202301	121.83-	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022	RF230102	1063240000005	202301	0.00	0.00	0.00	0.00 CERT	74.14	0.00 RF
2022	RF230102	1063240000005	202301	74.14-	0.00	0.00	0.00 CERT	74.14	0.00 RF
2022	RF230102	1097990000005	202212	48.26-	0.00	0.00	0.00 CERT	48.26	0.00 RF
2022	RF230102	1097990000005	202212	0.00	0.00	0.00	0.00 CERT	48.26-	48.26-RF
2022	RF230102	1097990000005	202212	196.54-	0.00	0.00	0.00 CERT	196.54	0.00 RF

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YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022 RF230102	1097990000005	202212	0.00	0.00	0.00	0.00 CERT	196.54-	196.54-RF
2022 RF230102	1097990000005	202212	74.14-	0.00	0.00	0.00 CERT	74.14	0.00 RF
2022 RF230102	1097990000005	202212	0.00	0.00	0.00	0.00 CERT	74.14-	74.14-RF
2022 RF230112	1200270020002	202301	1,417.10-	0.00	0.00	0.00 HK04	1,417.10	0.00 RF
2022 RF230112	1200270020002	202301	0.00	0.00	0.00	0.00 HK04	1,417.10-	1,417.10-RF
2022 RF230126	1200270020007	202301	0.00	0.00	0.00	0.00 HK05	121.83-	121.83-RF
2022 RF230126	1200270020007	202301	0.00	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022 RF230126	1200270020020	202301	121.83-	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022 RF230126	1200270020020	202301	381.48-	0.00	0.00	0.00 HK05	381.48	0.00 RF
2022 RF230126	1200270020020	202301	0.00	0.00	0.00	0.00 HK05	381.48-	381.48-RF
2022 RF230126	1204000010024	202301	1,574.89-	0.00	0.00	0.00 CERT	0.00	1,574.89-TR
2022 RF230126	1206360010006	202301	0.00	0.00	0.00	0.00 HK05	1,631.07-	1,631.07-RF
2022 RF230126	1206360010006	202301	1,631.07-	0.00	0.00	0.00 HK05	1,631.07	0.00 RF
2022 RF230102	1206360030003	202212	0.00	0.00	0.00	0.00 CERT	261.84-	261.84-RF
2022 RF230102	1206360030003	202212	213.48-	0.00	0.00	0.00 CERT	213.48	0.00 RF
2022 RF230102	1206360030003	202212	0.00	0.00	0.00	0.00 CERT	213.48-	213.48-RF
2022 RF230102	1206360030003	202211	237.16-	0.00	0.00	0.00 CERT	237.16	0.00 RF
2022 RF230102	1206360030003	202211	0.00	0.00	0.00	0.00 CERT	237.16-	237.16-RF
2022 RF230102	1206360030003	202212	500.00-	0.00	0.00	0.00 CERT	500.00-	500.00-RF
2022 RF230102	1206360030003	202212	0.00	0.00	0.00	0.00 CERT	500.00-	500.00-RF
2022 RF230102	1206360030003	202211	237.16-	0.00	0.00	0.00 CERT	237.16	0.00 RF
2022 RF230102	1206360030003	202211	0.00	0.00	0.00	0.00 CERT	237.16-	237.16-RF
2022 RF230102	1206360030003	202212	24.68-	0.00	0.00	0.00 CERT	24.68	0.00 RF
2022 RF230102	1206360030003	202212	0.00	0.00	0.00	0.00 CERT	24.68-	24.68-RF
2022 RF230102	1206360030003	202212	261.84-	0.00	0.00	0.00 CERT	261.84	0.00 RF
2022 RF230102	1206360030003	202212	0.00	0.00	0.00	0.00 CERT	1,114.29	0.00 RF
2022 RF230112	1209130010014	202301	1,114.29-	0.00	0.00	0.00 CERT	1,114.29	1,114.29-RF
2022 RF230112	1209130010014	202301	0.00	0.00	0.00	0.00 HK05	121.83-	121.83-RF
2022 RF230126	1209130010038	202301	0.00	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022 RF230126	1209130010038	202301	121.83-	0.00	0.00	0.00 HK05	121.83-	121.83-RF
2022 RF230126	1209130020003	202301	0.00	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022 RF230126	1209130020003	202301	121.83-	0.00	0.00	0.00 HK05	121.83-	121.83-RF
2022 RF230126	1209130030013	202212	0.00	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022 RF230126	1209130030013	202212	121.83-	0.00	0.00	0.00 HK05	121.83	0.00 RF
2022 RF230126	1254280090004	202301	528.89-	0.00	0.00	0.00 HK05	528.89	0.00 RF
2022 RF230126	1254280090004	202301	0.00	0.00	0.00	0.00 HK05	528.89-	528.89-RF
2022 RF230102	1277950040001	202212	0.00	0.00	0.00	0.00 HK05	1,100.00-	1,100.00-RF
2022 RF230110	1294700030010	202301	1,100.00-	0.00	0.00	0.00 CERT	1,100.00	0.00 RF
2022 RF230110	1294700030010	202301	1,062.69-	0.00	0.00	0.00 CERT	1,062.69	1,062.69-RF
2022 RF230110	1294700030010	202301	0.00	0.00	0.00	0.00 CERT	1,062.69-	1,062.69-RF
2022 RF230131	146566	202301	0.00	0.00	0.00	0.00 CERT	3,394.81	0.00 RF
2022 RF230131	146566	202301	3,394.81-	0.00	0.00	0.00 CERT	3,394.81	3,394.81-RF
2022 RF230131	146592	202301	0.00	0.00	0.00	0.00 CERT	1,104.01-	1,104.01-RF
2022 RF230131	146592	202301	1,104.01-	0.00	0.00	0.00 CERT	1,104.01	0.00 RF
2022 RF230103	168185	202212	0.00	0.00	0.00	0.00 CERT	569.54-	569.54-RF
2022 RF230103	168185	202212	569.54-	0.00	0.00	0.00 CERT	569.54	0.00 RF
2022 RF230102	168404	202207	390.65-	0.00	0.00	0.00 CERT	390.65	0.00 RF

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RE230102	168404	202207	0.00	0.00	0.00	0.00 CERT	390.65-	390.65-RE
2022	RE230102	168404	202207	22.58-	0.00	0.00	0.00 CERT	22.58	0.00 RE
2022	RE230102	168404	202207	0.00	0.00	0.00	0.00 CERT	22.58-	22.58-RE
2022	RE230102	168404	202209	22.58-	0.00	0.00	0.00 CERT	22.58	0.00 RE
2022	RE230102	168404	202209	0.00	0.00	0.00	0.00 CERT	22.58-	22.58-RE
2022	RE230102	168404	202211	22.58-	0.00	0.00	0.00 CERT	22.58	0.00 RE
2022	RE230102	168404	202211	0.00	0.00	0.00	0.00 CERT	22.58-	22.58-RE
2022	RE230125	168567	202301	0.00	0.00	0.00	0.00 CERT	153.41-	153.41-RE
2022	RE230125	168567	202301	153.41-	0.00	0.00	0.00 CERT	153.41	0.00 RE
2022	RE230125	168567	202301	0.00	0.00	0.00	0.00 CERT	304.57-	304.57-RE
2022	RE230102	168639	202212	0.00	0.00	0.00	0.00 CERT	304.57	0.00 RE
2022	RE230102	168639	202212	304.57-	0.00	0.00	0.00 CERT	51.97-	51.97-RE
2022	RE230111	168782	202212	0.00	0.00	0.00	0.00 CERT	51.97-	51.97-RE
2022	RE230111	168782	202212	51.97-	0.00	0.00	0.00 CERT	816.43-	816.43-RE
2022	RE230112	168903	202301	0.00	0.00	0.00	0.00 CERT	816.43	0.00 RE
2022	RE230112	168903	202301	816.43-	0.00	0.00	0.00 CERT	370.92-	370.92-RE
2022	RE230118	169129	202301	0.00	0.00	0.00	0.00 CERT	370.92-	370.92-RE
2022	RE230118	169129	202301	370.92-	0.00	0.00	0.00 CERT	273.86	0.00 RE
2022	RE230118	169129	202301	0.00	0.00	0.00	0.00 CERT	273.86-	273.86-RE
2022	RE230118	169129	202301	273.86-	0.00	0.00	0.00 CERT	1,386.62-	1,386.62-RE
2022	RE230118	169129	202301	0.00	0.00	0.00	0.00 CERT	1,386.62	0.00 RE
2022	RE230118	169129	202301	1,386.62-	0.00	0.00	0.00 CERT	370.92-	370.92-RE
2022	RE230118	169129	202301	0.00	0.00	0.00	0.00 CERT	324.54	0.00 RE
2022	RE230118	169129	202301	324.54-	0.00	0.00	0.00 CERT	332.68	0.00 RE
2022	RE230111	169165	202301	0.00	0.00	0.00	0.00 CERT	332.68	0.00 RE
2022	RE230111	169165	202301	332.68-	0.00	0.00	0.00 CERT	225.53	0.00 RE
2022	RE230127	184139	202301	0.00	0.00	0.00	0.00 CERT	225.53-	225.53-RE
2022	RE230127	184139	202301	225.53-	0.00	0.00	0.00 CERT	229.30-	229.30-RE
2022	RE230127	184139	202301	0.00	0.00	0.00	0.00 CERT	229.30-	229.30-RE
2022	RE230111	200804	202211	0.00	0.00	0.00	0.00 CERT	602.76-	602.76-RE
2022	RE230111	200804	202211	229.30-	0.00	0.00	0.00 CERT	602.76	0.00 RE
2022	RE230102	201128	202212	0.00	0.00	0.00	0.00 CERT	136.81-	136.81-RE
2022	RE230102	201128	202212	602.76-	0.00	0.00	0.00 CERT	136.81	0.00 RE
2022	RE230102	201129	202212	136.81-	0.00	0.00	0.00 CERT	136.81-	136.81-RE
2022	RE230102	201129	202212	0.00	0.00	0.00	0.00 CERT	105.34	0.00 RE
2022	RE230102	201129	202212	105.34-	0.00	0.00	0.00 CERT	105.34-	105.34-RE
2022	RE230102	201129	202212	0.00	0.00	0.00	0.00 CERT	515.77	0.00 RE
2022	RE230102	201129	202212	515.77-	0.00	0.00	0.00 CERT	515.77-	515.77-RE
2022	RE230102	201129	202212	0.00	0.00	0.00	0.00 CERT	136.81	0.00 RE
2022	RE230102	201129	202212	136.81-	0.00	0.00	0.00 CERT	136.81-	136.81-RE

02/07/2023 09:29:04
TC298-M SELECTION: DEPOSIT

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 01/01/2023 THRU 01/31/2023
JURISDICTION: 337 FRIENDWD CITY

PAGE: 503
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF230102	201130	202212	93.15-	0.00	0.00	0.00 CERT	93.15	0.00 RF
2022	RF230102	201130	202212	0.00	0.00	0.00	0.00 CERT	93.15-	93.15-RF
2022	RF230102	201130	202212	93.15-	0.00	0.00	0.00 CERT	93.15	0.00 RF
2022	RF230102	201130	202212	0.00	0.00	0.00	0.00 CERT	93.15-	93.15-RF
2022	RF230102	201130	202212	93.15-	0.00	0.00	0.00 CERT	93.15	0.00 RF
2022	RF230102	201130	202212	0.00	0.00	0.00	0.00 CERT	93.15-	93.15-RF
2022	RF230102	201130	202212	71.69-	0.00	0.00	0.00 CERT	71.69	0.00 RF
2022	RF230102	201130	202212	0.00	0.00	0.00	0.00 CERT	71.69-	71.69-RF
2022	RF230102	201130	202212	351.14-	0.00	0.00	0.00 CERT	351.14	0.00 RF
2022	RF230102	201130	202212	0.00	0.00	0.00	0.00 CERT	351.14-	351.14-RF
2022	RF230102	201131	202212	596.55-	0.00	0.00	0.00 CERT	596.55	0.00 RF
2022	RF230102	201131	202212	0.00	0.00	0.00	0.00 CERT	596.55-	596.55-RF
2022	RF230102	201132	202212	102.42-	0.00	0.00	0.00 CERT	102.42	0.00 RF
2022	RF230102	201132	202212	0.00	0.00	0.00	0.00 CERT	102.42-	102.42-RF
2022	RF230102	201132	202212	102.42-	0.00	0.00	0.00 CERT	102.42	0.00 RF
2022	RF230102	201132	202212	0.00	0.00	0.00	0.00 CERT	102.42-	102.42-RF
2022	RF230102	201132	202212	78.83-	0.00	0.00	0.00 CERT	78.83	0.00 RF
2022	RF230102	201132	202212	0.00	0.00	0.00	0.00 CERT	78.83-	78.83-RF
2022	RF230102	201132	202212	386.10-	0.00	0.00	0.00 CERT	386.10	0.00 RF
2022	RF230102	201132	202212	0.00	0.00	0.00	0.00 CERT	386.10-	386.10-RF
2022	RF230102	201132	202212	102.42-	0.00	0.00	0.00 CERT	102.42	0.00 RF
2022	RF230102	201132	202212	0.00	0.00	0.00	0.00 CERT	102.42-	102.42-RF
2022	RF230102	201133	202212	446.05-	0.00	0.00	0.00 CERT	446.05	0.00 RF
2022	RF230102	201133	202212	0.00	0.00	0.00	0.00 CERT	446.05-	446.05-RF
2022	RF230102	201133	202212	504.24-	0.00	0.00	0.00 CERT	504.24	0.00 RF
2022	RF230102	201133	202212	0.00	0.00	0.00	0.00 CERT	504.24-	504.24-RF
2022	RF230102	201134	202212	600.92-	0.00	0.00	0.00 CERT	600.92	0.00 RF
2022	RF230102	201135	202212	0.00	0.00	0.00	0.00 CERT	600.92-	600.92-RF
2022	RF230102	201135	202212	600.92-	0.00	0.00	0.00 CERT	600.92	0.00 RF
2022	RF230102	201373	202212	0.00	0.00	0.00	0.00 CERT	602.34-	602.34-RF
2022	RF230102	201373	202212	602.34-	0.00	0.00	0.00 CERT	602.34	0.00 RF
2022	RF230102	201688	202212	959.52-	0.00	0.00	0.00 CERT	959.52	0.00 RF
2022	951013023T	201688	202212	0.00	0.00	0.00	0.00 CERT	959.52-RF	959.52-RF
2022	957118012623	201713	202301	1,021.18-	0.00	0.00	0.00 CERT	1,021.18	0.00 RF
2022	RF230131	201713	202301	0.00	0.00	0.00	0.00 CERT	569.55-	569.55-RF
2022	RF230131	202083	202301	569.55-	0.00	0.00	0.00 CERT	569.55	0.00 RF
2022	864010523CHC	202083	202301	428.84-	0.00	0.00	0.00 CERT	0.00	428.84-RF
2022	RF230111	202108	202301	0.00	0.00	0.00	0.00 CERT	0.00	0.00 RF
2022	864010423CHC	202721	202301	61.42-	0.00	0.00	0.00 CERT	61.42	0.00 RF
2022	RF230120	202868	202301	3,276.34-	0.00	0.00	0.00 CERT	3,276.34	0.00 RF
2022	RF230120	202868	202301	533.29-	0.00	0.00	0.00 CERT	533.29	0.00 RF
2022	RF230120	202868	202301	0.00	0.00	0.00	0.00 CERT	533.29-	533.29-RF
2022	RF230120	202868	202301	1,427.71-	0.00	0.00	0.00 CERT	1,427.71	0.00 RF
2022	RF230131	202871	202301	0.00	0.00	0.00	0.00 CERT	1,427.71-	1,427.71-RF
2022	RF230131	202871	202301	351.78-	0.00	0.00	0.00 CERT	351.78	0.00 RF
2022	RF230111	202954	202301	0.00	0.00	0.00	0.00 CERT	351.78-	351.78-RF
2022	RF230111	202954	202301	0.00	0.00	0.00	0.00 CERT	313.87-	313.87-RF

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF230111	202954	202301	313.87-	0.00	0.00	0.00 22S0	313.87	0.00 RF
2022	RF230124	202972	202301	0.00	0.00	0.00	0.00 CERT	171.86-RF	171.86-RF
2022	RF230124	202972	202301	171.86-	0.00	0.00	0.00 CERT	171.86	0.00 RF
2022	807116011123	202996	202301	1,290.12-	0.00	0.00	0.00 CERT	1,290.12-TR	1,290.12-TR
2022	RF230113	202996	202301	1,177.23-	0.00	0.00	0.00 CERT	1,177.23	0.00 RF
2022	RF230113	202996	202301	0.00	0.00	0.00	0.00 CERT	1,177.23-	1,177.23-RF
2022	RF230111	203071	202301	121.83-	0.00	0.00	0.00 22S0	121.83	0.00 RF
2022	RF230116	203077	202301	0.00	0.00	0.00	0.00 22S0	121.83-	121.83-RF
2022	RF230126	203077	202301	582.96-	0.00	0.00	0.00 22S1	582.96-	582.96-RF
2022	RF230124	218729	202301	0.00	0.00	0.00	0.00 22S1	582.96	0.00 RF
2022	RF230124	218729	202301	7,802.25-	0.00	0.00	0.00 22S020TX053	7,802.25-	7,802.25-RF
2022	864012623CHC	218760	202301	1,170.16-	0.00	0.00	0.00 22S020TX053	7,802.25	0.00 RF
2022	RF230102	218849	202212	0.00	0.00	0.00	0.00 CERT	0.00	1,170.16-TR
2022	RF230102	218849	202212	611.09-	0.00	0.00	0.00 22S1	611.09-	611.09-RF
2022	RF230102	218852	202210	529.46-	0.00	0.00	0.00 22S0	529.46	0.00 RF
2022	RF230102	218852	202210	0.00	0.00	0.00	0.00 22S0	529.46	0.00 RF
2022	RF230111	218947	202212	99.80-	0.00	0.00	0.00 22S0	529.46-	529.46-RF
2022	RF230111	218947	202212	0.00	0.00	0.00	0.00 22S0	99.80-	0.00 RF
2022	RF230111	219241	202301	121.83-	0.00	0.00	0.00 22S0	99.80-	99.80-RF
2022	RF230111	219241	202301	0.00	0.00	0.00	0.00 22S0	121.83-	0.00 RF
2022	RF230111	219310	202301	0.00	0.00	0.00	0.00 22S0	121.83-	121.83-RF
2022	RF230131	219338	202301	121.83-	0.00	0.00	0.00 22S0	121.83-	121.83-RF
2022	RF230131	219338	202301	0.00	0.00	0.00	0.00 CERT	619.47-	619.47-RF
2022	RF230102	233541	202212	587.06-	0.00	0.00	0.00 CERT	619.47	0.00 RF
2022	RF230102	233541	202212	0.00	0.00	0.00	0.00 22S0	587.06	0.00 RF
2022	924011923CHC	233571	202301	808.88-	0.00	0.00	0.00 CERT	587.06-	587.06-RF
2022	864013023CHC	288608	202301	243.76-	0.00	0.00	0.00 CERT	0.00	0.00 RF
2022	RF230102	288612	202212	235.42-	0.00	0.00	0.00 CERT	235.42-	235.42-RF
2022	RF230102	288612	202212	0.00	0.00	0.00	0.00 CERT	235.42-	235.42-RF
2022	RF230102	288612	202212	85.99-	0.00	0.00	0.00 CERT	85.99-	85.99-RF
2022	RF230102	288612	202212	0.00	0.00	0.00	0.00 CERT	556.84	0.00 RF
2022	RF230102	288612	202212	556.84-	0.00	0.00	0.00 CERT	556.84	0.00 RF
2022	RF230102	288612	202212	0.00	0.00	0.00	0.00 CERT	235.42-	235.42-RF
2022	RF230102	288612	202212	235.42-	0.00	0.00	0.00 CERT	235.42-	235.42-RF
2022	RF230111	292301	202212	121.83-	0.00	0.00	0.00 22S0	121.83-	121.83-RF
2022	RF230111	292301	202212	0.00	0.00	0.00	0.00 22S0	121.83-	121.83-RF
2022	RF230111	292321	202212	121.83-	0.00	0.00	0.00 22S0	121.83-	121.83-RF
2022	RF230111	292321	202212	0.00	0.00	0.00	0.00 22S0	121.83-	121.83-RF
2022	RF230111	293509	202212	121.83-	0.00	0.00	0.00 22S0	121.83-	121.83-RF
2022	RF230102	293512	202212	292.07-	0.00	0.00	0.00 CERT	292.07	0.00 RF
2022	RF230102	293512	202212	0.00	0.00	0.00	0.00 CERT	292.07-	292.07-RF

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YEAR	DEPOSIT	ACCOUNT	NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF230102	293512		202210	292.07-	0.00	0.00	0.00 CERT	292.07	0.00 RF
2022	RF230102	293512		202210	0.00	0.00	0.00	0.00 CERT	292.07-	292.07-RF
2022	RF230102	293512		202212	292.08-	0.00	0.00	0.00 CERT	292.08	0.00 RF
2022	RF230102	293512		202212	0.00	0.00	0.00	0.00 CERT	292.08-RF	292.08-RF
2022	RF230102	293512		202210	292.07-	0.00	0.00	0.00 CERT	292.07	0.00 RF
2022	RF230102	293512		202210	0.00	0.00	0.00	0.00 CERT	292.07-	292.07-RF
2022	RF230111	306775		202212	0.00	0.00	0.00	0.00 22S0	121.83	121.83-RF
2022	RF230111	306775		202212	121.83-	0.00	0.00	0.00 CERT	121.83	0.00 RF
2022	RF230102	308532		202212	226.02-	0.00	0.00	0.00 CERT	226.02	0.00 RF
2022	RF230102	308532		202212	0.00	0.00	0.00	0.00 CERT	226.02-RF	226.02-RF
2022	RF230102	308532		202212	990.99-	0.00	0.00	0.00 CERT	990.99	0.00 RF
2022	RF230102	308532		202212	0.00	0.00	0.00	0.00 CERT	990.99-	990.99-RF
2022	RF230102	308532		202212	0.00	0.00	0.00	0.00 CERT	254.99-	254.99-RF
2022	RF230102	308532		202212	254.99-	0.00	0.00	0.00 CERT	254.99	0.00 RF
2022	RF230102	308532		202212	0.00	0.00	0.00	0.00 CERT	254.99-	254.99-RF
2022	RF230102	308532		202212	254.99-	0.00	0.00	0.00 CERT	254.99	0.00 RF
2022	RF230102	308532		202212	0.00	0.00	0.00	0.00 CERT	254.99-RF	254.99-RF
2022	RF230111	308607		202301	711.96-	0.00	0.00	0.00 22S0	711.96	711.96-RF
2022	RF230111	308607		202301	0.00	0.00	0.00	0.00 22S0	711.96-	711.96-RF
2022	RF230111	310886		202301	372.54-	0.00	0.00	0.00 22S0	372.54	0.00 RF
2022	RF230102	351940		202212	0.00	0.00	0.00	0.00 CERT	1,139.72-	1,139.72-RF
2022	RF230102	351940		202212	1,139.72-	0.00	0.00	0.00 CERT	1,139.72	0.00 RF
2022	RF230113	366133		202301	0.00	0.00	0.00	0.00 CERT	1,747.82-	1,747.82-RF
2022	RF230113	366133		202301	1,747.82-	0.00	0.00	0.00 CERT	1,747.82	0.00 RF
2022	RF230111	366172		202301	24.37-	0.00	0.00	0.00 22S0	24.37	0.00 RF
2022	RF230127	388812		202301	0.00	0.00	0.00	0.00 CERT	584.82	584.82-RF
2022	RF230127	388812		202301	584.82-	0.00	0.00	0.00 CERT	584.82-	584.82-RF
2022	RF230113	393907		202212	400.78-	0.00	0.00	0.00 CERT19TX064	400.78	0.00 RF
2022	RF230113	393907		202212	0.00	0.00	0.00	0.00 CERT	1,132.16	0.00 RF
2022	RF230102	394295		202212	1,132.16-	0.00	0.00	0.00 CERT	1,132.16	1,132.16-RF
2022	RF230102	394295		202212	0.00	0.00	0.00	0.00 CERT	845.71-	845.71-RF
2022	RF230131	397557		202301	0.00	0.00	0.00	0.00 CERT	845.71	0.00 RF
2022	RF230131	397557		202301	845.71-	0.00	0.00	0.00 CERT	845.71	0.00 RF
2022	RF230104	399835		202201	0.00	0.00	0.00	0.00 CERT	1,637.04-	1,637.04-RF
2022	RF230104	399835		202201	1,637.04-	0.00	0.00	0.00 CERT	1,637.04	0.00 RF
2022	RF230111	400818		202212	0.00	0.00	0.00	0.00 22S0	13.99-	13.99-RF
2022	RF230111	400818		202212	0.00	0.00	0.00	0.00 22S0	13.99	0.00 RF
2022	RF230102	400991		202212	371.37-	0.00	0.00	0.00 CERT	371.37	0.00 RF
2022	RF230102	400991		202212	0.00	0.00	0.00	0.00 CERT	371.37-	371.37-RF
2022	RF230102	400991		202212	320.06-	0.00	0.00	0.00 CERT	320.06	0.00 RF
2022	RF230102	400991		202212	0.00	0.00	0.00	0.00 CERT	320.06-RF	320.06-RF
2022	RF230102	400991		202212	1,062.81-	0.00	0.00	0.00 CERT	1,062.81	0.00 RF

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2022	RF230102	400991	202212	0.00	0.00	0.00	0.00 CERT	1,062.81-	1,062.81-RF
2022	RF230102	400991	202212	371.37-	0.00	0.00	0.00 CERT	371.37	0.00 RF
2022	RF230102	400991	202212	0.00	0.00	0.00	0.00 CERT	371.37-	371.37-RF
2022	RF230102	401013	202211	0.00	0.00	0.00	0.00 CERT	907.37-	907.37-RF
2022	RF230102	401013	202211	907.37-	0.00	0.00	0.00 CERT	907.37	0.00 RF
2022	864012623CHC	401134	202301	1,103.84-	0.00	0.00	0.00 CERT	0.00	1,103.84-TR
2022	RF230102	401232	202210	1.47-	0.00	0.00	0.00 CERT	1.47	0.00 RF
2022	RF230102	401232	202210	0.00	0.00	0.00	0.00 CERT	373.10-	373.10-RF
2022	RF230102	401232	202210	373.10-	0.00	0.00	0.00 CERT	373.10	0.00 RF
2022	RF230102	401232	202210	0.00	0.00	0.00	0.00 CERT	374.57-	374.57-RF
2022	RF230102	401232	202210	0.00	0.00	0.00	0.00 CERT	1.47-	1.47-RF
2022	864011023CHC	412734	202301	374.57-	0.00	0.00	0.00 CERT	374.57	0.00 RF
2022	RF230102	412979	202212	1,668.56-	0.00	0.00	0.00 CERT	0.00	1,668.56-TR
2022	RF230102	412979	202212	0.00	0.00	0.00	0.00 CERT	244.30-	244.30-RF
2022	RF230102	412979	202212	244.30-	0.00	0.00	0.00 CERT	244.30	0.00 RF
2022	RF230102	412979	202212	0.00	0.00	0.00	0.00 CERT	58.69-	58.69-RF
2022	RF230102	412979	202212	547.28-	0.00	0.00	0.00 CERT	547.28	0.00 RF
2022	RF230102	412979	202212	0.00	0.00	0.00	0.00 CERT	547.28-	547.28-RF
2022	RF230102	412979	202212	244.30-	0.00	0.00	0.00 CERT	244.30-	244.30-RF
2022	RF230102	412979	202212	0.00	0.00	0.00	0.00 CERT	244.30-	244.30-RF
2022	RF230102	412979	202212	58.69-	0.00	0.00	0.00 CERT	58.69	0.00 RF
2022	RF230105	413009	202212	251.86-	0.00	0.00	0.00 CERT	251.86	0.00 RF
2022	RF230105	413009	202212	0.00	0.00	0.00	0.00 CERT	251.86-	251.86-RF
2022	RF230105	413009	202212	503.73-	0.00	0.00	0.00 CERT	503.73	0.00 RF
2022	RF230105	413009	202212	0.00	0.00	0.00	0.00 CERT	503.73-	503.73-RF
2022	RF230105	413009	202212	251.86-	0.00	0.00	0.00 CERT	251.86	0.00 RF
2022	RF230105	413009	202212	0.00	0.00	0.00	0.00 CERT	251.86-	251.86-RF
2022	RF230102	413145	202212	0.00	0.00	0.00	0.00 CERT	290.06-	290.06-RF
2022	RF230102	413145	202210	290.06-	0.00	0.00	0.00 CERT	290.06	0.00 RF
2022	RF230102	413145	202210	0.00	0.00	0.00	0.00 CERT	290.06-	290.06-RF
2022	RF230102	413145	202210	0.00	0.00	0.00	0.00 CERT	290.06-	290.06-RF
2022	RF230102	413145	202211	107.38-	0.00	0.00	0.00 CERT	107.38	0.00 RF
2022	RF230102	413145	202212	0.00	0.00	0.00	0.00 CERT	107.38-	107.38-RF
2022	RF230102	413145	202212	182.68-	0.00	0.00	0.00 CERT	182.68	0.00 RF
2022	RF230102	413145	202212	0.00	0.00	0.00	0.00 CERT	182.68-	182.68-RF
2022	RF230102	413145	202212	290.06-	0.00	0.00	0.00 CERT	290.06	0.00 RF
2022	RF230102	413145	202212	0.00	0.00	0.00	0.00 CERT	290.06-	290.06-RF
2022	RF230102	413145	202210	290.06-	0.00	0.00	0.00 CERT	290.06	0.00 RF
2022	RF230102	413145	202210	0.00	0.00	0.00	0.00 CERT	290.06-	290.06-RF
2022	RF230102	413145	202211	290.06-	0.00	0.00	0.00 CERT	290.06	0.00 RF
2022	RF230102	413145	202211	0.00	0.00	0.00	0.00 CERT	290.07	0.00 RF
2022	RF230102	413145	202212	290.07-	0.00	0.00	0.00 CERT	290.07	0.00 RF
2022	RF230102	413145	202212	0.00	0.00	0.00	0.00 CERT	290.07-	290.07-RF
2022	RF230102	413145	202212	290.06-	0.00	0.00	0.00 CERT	290.06	0.00 RF

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YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF230102	415919	202212	0.00	0.00	0.00	0.00 2250	847.91-	847.91-RF
2022	RF230102	415919	202212	847.91-	0.00	0.00	0.00 2250	847.91	0.00 RF
2022	RF230124	423501	202301	0.00	0.00	0.00	0.00 2250	82.48-	82.48-RF
2022	RF230124	423501	202301	82.48-	0.00	0.00	0.00 2250	82.48	0.00 RF
2022	RF230111	423936	202212	0.00	0.00	0.00	0.00 2250	80.38	0.00 RF
2022	RF230111	423936	202212	0.00	0.00	0.00	0.00 2250	80.38-	80.38-RF
2022	RF230102	424629	202210	1,128.97-	0.00	0.00	0.00 CERT	1,128.97	0.00 RF
2022	RF230102	424629	202210	0.00	0.00	0.00	0.00 CERT	1,128.97-	1,128.97-RF
2022	RF230102	501715	202212	0.00	0.00	0.00	0.00 CERT	10,687.05-	10,687.05-RF
2022	RF230102	501715	202212	10,687.05-	0.00	0.00	0.00 CERT	10,687.05	0.00 RF
2022	RF230112	508849	202301	266.85-	0.00	0.00	0.00 CERT	266.85	0.00 RF
2022	RF230112	508849	202301	0.00	0.00	0.00	0.00 CERT	266.85-	266.85-RF
2022	RF230112	508849	202301	266.85-	0.00	0.00	0.00 CERT	266.85	0.00 RF
2022	RF230112	508849	202301	0.00	0.00	0.00	0.00 CERT	245.40-	245.40-RF
2022	RF230112	508849	202301	245.40-	0.00	0.00	0.00 CERT	245.40-	245.40-RF
2022	RF230112	508849	202301	0.00	0.00	0.00	0.00 CERT	1,045.95	0.00 RF
2022	RF230112	508849	202301	1,045.95-	0.00	0.00	0.00 CERT	1,045.95-	1,045.95-RF
2022	RF230112	508849	202301	0.00	0.00	0.00	0.00 CERT	266.85	0.00 RF
2022	RF230112	508849	202301	266.85-	0.00	0.00	0.00 CERT	266.85-	266.85-RF
2022	RF230125	511947	202301	0.00	0.00	0.00	0.00 2250	577.42-	577.42-RF
2022	RF230125	511947	202301	577.42-	0.00	0.00	0.00 2250	577.42	0.00 RF
2022	RF230111	516108	202212	0.00	0.00	0.00	0.00 2250	208.81-	208.81-RF
2022	RF230102	521184	202212	766.57-	0.00	0.00	0.00 CERT	766.57	0.00 RF
2022	RF230102	521184	202212	0.00	0.00	0.00	0.00 CERT	766.57-	766.57-RF
2022	RF230102	521184	202212	766.57-	0.00	0.00	0.00 CERT	766.57	0.00 RF
2022	RF230102	521184	202212	0.00	0.00	0.00	0.00 CERT	540.78	0.00 RF
2022	RF230102	521184	202212	540.78-	0.00	0.00	0.00 CERT	540.78-	540.78-RF
2022	RF230102	521184	202212	0.00	0.00	0.00	0.00 CERT	2,840.49	0.00 RF
2022	RF230102	521184	202212	2,840.49-	0.00	0.00	0.00 CERT	2,840.49	0.00 RF
2022	RF230102	521184	202212	0.00	0.00	0.00	0.00 CERT	766.57	0.00 RF
2022	RF230102	521184	202212	766.57-	0.00	0.00	0.00 CERT	766.57-	766.57-RF
2022	RF230102	521184	202212	0.00	0.00	0.00	0.00 CERT	885.80-	885.80-RF
2022	RF230102	521184	202212	885.80-	0.00	0.00	0.00 CERT	885.80	0.00 RF
2022	RF230118	521204	202301	0.00	0.00	0.00	0.00 CERT	885.80-	885.80-RF
2022	RF230118	521204	202301	885.80-	0.00	0.00	0.00 CERT	885.80	0.00 RF
2022	RF230118	521204	202301	0.00	0.00	0.00	0.00 CERT	0.01-	0.01-RF
2022	RF230118	521204	202301	0.01-	0.00	0.00	0.00 CERT	238.20-	238.20-RF
2022	RF230111	522434	202301	0.00	0.00	0.00	0.00 2250	220.82	0.00 RF
2022	RF230111	522434	202301	220.82-	0.00	0.00	0.00 CERT	220.82	0.00 RF
2022	RF230102	524130	202212	0.00	0.00	0.00	0.00 CERT	220.82-	220.82-RF
2022	RF230102	524130	202212	159.96-	0.00	0.00	0.00 CERT	159.96	0.00 RF

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2022	RF230102	524130	202212	0.00	0.00	0.00	0.00 CERT	159.96-	159.96-RF
2022	RF230102	524130	202212	601.60-	0.00	0.00	0.00 CERT	601.60	0.00 RF
2022	RF230102	524130	202212	0.00	0.00	0.00	0.00 CERT	601.60-	601.60-RF
2022	RF230102	524130	202212	220.82-	0.00	0.00	0.00 CERT	220.82	0.00 RF
2022	RF230102	524130	202212	0.00	0.00	0.00	0.00 CERT	220.82-	220.82-RF
2022	RF230111	601267	202211	0.00	0.00	0.00	0.00 22S0	93.88-	93.88-RF
2022	RF230111	601267	202211	93.88-	0.00	0.00	0.00 22S0	93.88	0.00 RF
2022	RF230111	601267	202211	564.31-	0.00	0.00	0.00 22S0	564.31	0.00 RF
2022	RF230111	610622	202301	564.31-	0.00	0.00	0.00 22S0	564.31-	564.31-RF
2022	RF230111	610622	202301	0.00	0.00	0.00	0.00 22S0	114.36-	114.36-RF
2022	RF230111	610673	202301	0.00	0.00	0.00	0.00 22S0	114.36	0.00 RF
2022	RF230102	733889	202212	114.36-	0.00	0.00	0.00 22S0	396.35	0.00 RF
2022	RF230102	733889	202212	396.35-	0.00	0.00	0.00 22S0	396.35	0.00 RF
2022	RF230102	733889	202212	792.70-	0.00	0.00	0.00 22S0	792.70	0.00 RF
2022	RF230102	733889	202212	0.00	0.00	0.00	0.00 22S0	792.70-	792.70-RF
2022	RF230102	733889	202212	396.35-	0.00	0.00	0.00 22S0	396.35	0.00 RF
2022	RF230102	733889	202212	447.82-	0.00	0.00	0.00 22S0	447.82-	447.82-RF
2022	RF230111	733996	202212	0.00	0.00	0.00	0.00 22S0	1,694.05-	1,694.05-RF
2022	RF230111	734006	202301	1,694.05-	0.00	0.00	0.00 22S0	1,694.05	0.00 RF
2022	RF230111	734006	202301	0.00	0.00	0.00	0.00 CERT	592.09-TR	592.09-TR
2022	RF230111	734006	202301	592.09-	0.00	0.00	0.00 CERT	112.69	0.00 RF
2022	864010523PHC	739207	202212	112.69-	0.00	0.00	0.00 22S0	112.69-	112.69-RF
2022	RF230111	740009	202212	0.00	0.00	0.00	0.00 22S0	50.08	0.00 RF
2022	RF230111	740009	202301	50.08-	0.00	0.00	0.00 22S0	50.08	0.00 RF
2022	RF230111	740012	202301	0.00	0.00	0.00	0.00 22S0	197.55-	197.55-RF
2022	RF230111	740021	202210	0.00	0.00	0.00	0.00 22S0	197.55	0.00 RF
2022	RF230111	740021	202210	197.55-	0.00	0.00	0.00 CERT	26.67-	26.67-RF
2022	RF230102	9909701	202212	26.67-	0.00	0.00	0.00 CERT	26.67-	26.67-RF
2022	RF230102	9909701	202212	0.00	0.00	0.00	0.00 CERT	0.00	0.00 RF
2022 TOTAL				112,983.51-	0.00	0.00	0.00	0.00	112,983.51-
TOTAL REVERSALS				126,733.68-	0.00	140.41-	126.27-	0.00	127,000.36-

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YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2015 TOTAL			6.96	0.00	0.00	0.00	0.00	6.96
2018 TOTAL			211.47	0.00	126.69	67.63	0.00	405.79
2019 TOTAL			586.12	0.00	135.56	19.38	0.00	741.06
2020 TOTAL			401.91	0.00	140.69	108.52	0.00	651.12
2021 TOTAL			4,194.03	0.00	804.90	783.46	0.00	5,782.39
2022 TOTAL			12,282,634.76	0.00	0.00	0.00	0.00	12,282,634.76
TOTAL PAYMENTS			12,288,035.25	0.00	1,207.84	978.99	0.00	12,290,222.08
2018 TOTAL			26.62-	0.00	0.00	0.00	0.00	26.62-
2019 TOTAL			26.08-	0.00	0.00	0.00	0.00	26.08-
2020 TOTAL			6,526.83-	0.00	0.00	0.00	0.00	6,526.83-
2021 TOTAL			7,170.64-	0.00	140.41-	126.27-	0.00	7,437.32-
2022 TOTAL			112,983.51-	0.00	0.00	0.00	0.00	112,983.51-
TOTAL REVERSALS			126,733.68-	0.00	140.41-	126.27-	0.00	127,000.36-
TOTAL FOR UNIT			12,161,301.57	0.00	1,067.43	852.72	0.00	12,163,221.72

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TAX COLLECTION SYSTEM
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	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	4,778,686,394	136,203,213	4,914,889,607	0	00.487314	22,869,086.13
						14,492

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2022	22,218,569.13	650,517.00	650,517.00	19,195,293.27	19,195,293.27	3,673,792.86	83.94	0.00
2021	183,112.68	49,088.52	49,088.52	53,899.08	53,899.08	80,125.08	40.22	0.00
2020	40,724.70	29,647.93	29,647.93	24,800.87	24,800.87	35,877.64	23.90	0.00
2019	31,463.95	10,261.95	10,261.95	2,423.96	2,423.96	23,625.96	11.43	0.00
2018	20,734.77	37.21	37.21	4,611.03	4,611.03	16,086.53	22.28	0.00
2017	13,655.17	.00	0.00	12.53	12.53	13,642.64	.09	0.00
2016	12,123.04	.00	0.00	5.51	5.51	12,117.53	.05	0.00
2015	11,833.72	.00	0.00	6.96	6.96	11,826.76	.06	0.00
2014	12,474.54	.00	0.00	0.00	0.00	12,474.54		0.00
2013	9,677.98	.00	0.00	0.00	0.00	9,677.98		0.00
2012	9,566.41	.00	0.00	0.00	0.00	9,566.41		0.00
2011	6,897.31	.00	0.00	0.00	0.00	6,897.31		0.00
2010	3,613.44	.00	0.00	0.00	0.00	3,613.44		0.00
2009	5,164.80	.00	0.00	0.00	0.00	5,164.80		0.00
2008	4,281.97	.00	0.00	0.00	0.00	4,281.97		0.00
2007	1,321.11	.00	0.00	0.00	0.00	1,321.11		0.00
2006	2,707.18	.00	0.00	269.28	269.28	2,437.90	9.95	0.00
2005	1,298.61	.00	0.00	128.00	128.00	1,170.61	9.86	0.00
2004	640.47	.00	0.00	0.00	0.00	640.47		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	512.76	.00	0.00	0.00	0.00	512.76		0.00
2001	263.32	.00	0.00	0.00	0.00	263.32		0.00
****	22,591,284.18	561,481.39	561,481.39	19,227,000.83	19,227,000.83	3,925,764.74		0.00
CURR	22,218,569.13	650,517.00	650,517.00	19,195,293.27	19,195,293.27	3,673,792.86		0.00
DELT	372,715.05	89,035.61	89,035.61	31,707.56	31,707.56	251,971.88		0.00

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2022
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 221
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2023
LAND VALUE	6,593,325,295	6,593,325,295	51,555,908	1,002-	51,554,906	6,644,880,201
AG EXCLUSION	32,486,183	32,486,183	204,746	0	204,746	32,690,929
IMPROVEMENTS	873,775,097	873,775,097	158,985,243	40,768,066-	118,217,177	991,992,274
APPRAISED VALUE	6,593,325,295	6,593,325,295	210,541,151	40,769,068-	169,772,083	6,763,097,378
EXEMPTIONS	1,782,152,718	1,782,152,718	49,556,959	15,988,089-	33,568,870	1,815,721,588
TAXABLE VALUE	4,778,686,394	4,778,686,394	160,984,192	24,780,979-	136,203,213	4,914,889,607
LEVY	22,218,569.13	22,218,569.13	967,968.18	317,451.18-	650,517.00	22,869,086.13
UNCOLLECTIBLE	*.00	*.00	*.00	*.00	.00	*.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	343	85	89	10,684
OVER 65	3,475	3,475	88	41	46	3,521
DISABLED	180	180	5	3	3	183
VETERAN	253	253	11	2	3	256
TOTAL EXEMPT	84	84	0	0	0	84

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ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2021
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 222
INCLUDES AG ROLLEBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2023
LAND VALUE	5,827,810,207	5,827,810,207	0	41,048-	41,048-	5,827,769,159
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	1,504,253	8,317,900-	6,813,647-	768,343,818
APPRAISED VALUE	5,827,810,207	5,827,810,207	1,504,253	8,358,948-	6,854,695-	5,820,955,512
EXEMPTIONS	1,579,451,702	1,579,451,702	987,783	2,425,199	3,412,982	1,582,864,684
TAXABLE VALUE	4,214,667,192	4,214,667,192	516,470	10,784,147-	10,267,677-	4,204,399,515
LEVY	183,112.68	183,112.68	2,780.49	51,869.01-	49,088.52-	134,024.16
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	23	23	10,321
OVER 65	3,255	3,255	0	11	11	3,266
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	2	2	242
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2020
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 223
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2023
LAND VALUE	5,043,274,252	5,043,274,252	0	0	0	5,043,274,252
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	1,360,902	5,939,479-	4,578,577-	701,834,763
APPRAISED VALUE	5,043,274,252	5,043,274,252	1,360,902	5,939,479-	4,578,577-	5,038,695,675
EXEMPTIONS	1,218,139,975	1,218,139,975	794,384	756,058	1,550,442	1,219,690,417
TAXABLE VALUE	3,797,796,969	3,797,796,969	566,518	6,695,537-	6,129,019-	3,791,667,950
LEVY	40,724.70	40,724.70	2,760.72	32,408.65-	29,647.93-	11,076.77
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	11	11	10,231
OVER 65	3,163	3,163	0	6	6	3,169
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	2	2	223
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2019
JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL 08/01/2022	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2023
LAND VALUE	4,537,437,822	4,537,437,822	0	0	0	4,537,437,822
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	0	2,183,270-	2,183,270-	643,748,602
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	2,183,270-	2,183,270-	4,535,254,552
EXEMPTIONS	1,018,439,121	1,018,439,121	0	118,429-	118,429-	1,018,320,692
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	2,064,841-	2,064,841-	3,492,250,169
LEVY	31,463.95	31,463.95	.00	10,261.95-	10,261.95-	21,202.00
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	0	0	10,000
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2022	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2023
LAND VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
AG EXCLUSION	23,842,910	23,842,910	0	0	0	23,842,910
IMPROVEMENTS	617,900,409	617,900,409	0	1,990-	1,990-	617,898,419
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	1,990-	1,990-	4,207,372,528
EXEMPTIONS	891,117,422	891,117,422	0	5,000	5,000	891,122,422
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	6,990-	6,990-	3,292,407,196
LEVY	20,734.77	20,734.77	*.00	37.21-	37.21-	20,697.56
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	0	0	10,001
OVER 65	2,897	2,897	0	0	0	2,897
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	1	1	205
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed Property Tax File

Batch Seq
4204556

For Remitted Deposit Dates 01/01/2023 thru 01/31/2023 as of 02/07/2023

Report run on: February 7, 2023 12:31 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 80554	Print Date:01/09/2023						
	Current	1,005,854.74	255,641.99	0.00	0.00	0.00	1,261,496.73
	Delq	1,844.66	479.42	0.00	0.00	0.00	2,324.08
Last Deposit Date	01/05/2023	\$1,007,699.40	\$256,121.41	\$0.00	\$0.00	\$0.00	\$1,263,820.81
ACH 80600	Print Date:01/09/2023						
	Current	346,097.97	87,962.16	0.00	0.00	0.00	434,060.13
	Last Deposit Date	01/06/2023	\$346,097.97	\$87,962.16	\$0.00	\$0.00	\$434,060.13
ACH 80646	Print Date:01/10/2023						
	Current	118,587.69	30,139.55	0.00	0.00	0.00	148,727.24
	Delq	70.41	18.67	0.00	0.00	0.00	89.08
Last Deposit Date	01/09/2023	\$118,658.10	\$30,158.22	\$0.00	\$0.00	\$0.00	\$148,816.32
ACH 80692	Print Date:01/12/2023						
	Current	61,075.48	15,522.55	0.00	0.00	0.00	76,598.03
	Delq	3.78	0.99	0.00	0.00	0.00	4.77
Last Deposit Date	01/10/2023	\$61,079.26	\$15,523.54	\$0.00	\$0.00	\$0.00	\$76,602.80
ACH 80741	Print Date:01/17/2023						
	Current	5,199,365.60	1,321,438.83	0.00	0.00	0.00	6,520,804.43
	Delq	(2,841.56)	(741.97)	0.00	0.00	0.00	(3,583.53)
Last Deposit Date	01/12/2023	\$5,196,524.04	\$1,320,696.86	\$0.00	\$0.00	\$0.00	\$6,517,220.90
ACH 80790	Print Date:01/17/2023						
	Current	156,700.08	39,825.86	0.00	0.00	0.00	196,525.94
	Delq	517.84	106.98	0.00	0.00	0.00	624.82
Last Deposit Date	01/13/2023	\$157,217.92	\$39,932.84	\$0.00	\$0.00	\$0.00	\$197,150.76
ACH 80836	Print Date:01/23/2023						
	Current	178,789.47	45,440.07	0.00	0.00	0.00	224,229.54
	Delq	889.87	236.05	0.00	0.00	0.00	1,125.92
Last Deposit Date	01/18/2023	\$179,679.34	\$45,676.12	\$0.00	\$0.00	\$0.00	\$225,355.46
ACH 80881	Print Date:01/23/2023						
	Current	154,332.44	39,224.14	0.00	0.00	0.00	193,556.58
	Delq	0.16	0.04	0.00	0.00	0.00	0.20
Last Deposit Date	01/20/2023	\$154,332.60	\$39,224.18	\$0.00	\$0.00	\$0.00	\$193,556.78
ACH 80928	Print Date:01/25/2023						
	Current	432,990.38	110,046.22	0.00	0.00	0.00	543,036.60
	Delq	18.91	4.96	0.00	0.00	0.00	23.87
Last Deposit Date	01/23/2023	\$433,009.29	\$110,051.18	\$0.00	\$0.00	\$0.00	\$543,060.47
ACH 80975	Print Date:01/25/2023						
	Current	392,681.30	99,801.46	0.00	0.00	0.00	492,482.76
	Delq	(4,630.02)	(1,118.98)	0.00	0.00	0.00	(5,749.00)
Last Deposit Date	01/24/2023	\$388,051.28	\$98,682.48	\$0.00	\$0.00	\$0.00	\$486,733.76
ACH 81023	Print Date:01/26/2023						
	Current	274,851.67	69,854.63	0.00	0.00	0.00	344,706.30
	Last Deposit Date	01/25/2023	\$274,851.67	\$69,854.63	\$0.00	\$0.00	\$344,706.30

Summary of Jurisdiction Remittances Processed Property Tax File

Batch Seq
4204556

For Remitted Deposit Dates 01/01/2023 thru 01/31/2023 as of 02/07/2023

Report run on: February 7, 2023 12:31 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 81071	Print Date:01/30/2023						
	Current	323,271.72	82,160.71	0.00	0.00	0.00	405,432.43
	Delq	(2,040.91)	(541.38)	0.00	0.00	0.00	(2,582.29)
Last Deposit Date	01/26/2023	\$321,230.81	\$81,619.33	\$0.00	\$0.00	\$0.00	\$402,850.14
ACH 81118	Print Date:01/31/2023						
	Current	634,960.49	161,377.67	0.00	0.00	0.00	796,338.16
	Delq	6.09	0.88	0.00	0.00	0.00	6.97
Last Deposit Date	01/27/2023	\$634,966.58	\$161,378.55	\$0.00	\$0.00	\$0.00	\$796,345.13
ACH 81165	Print Date:02/01/2023						
	Current	203,197.78	51,643.50	0.00	0.00	0.00	254,841.28
	Delq	356.17	76.69	0.00	0.00	0.00	432.86
Last Deposit Date	01/30/2023	\$203,553.95	\$51,720.19	\$0.00	\$0.00	\$0.00	\$255,274.14
ACH Not Paid							
	Current	0.00	0.00	0.00	0.00	0.00	0.00
	Delq	0.00	0.00	0.00	0.00	0.00	0.00
Last Deposit Date	01/30/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ACH 81213	Print Date:02/07/2023						
	Current	220,718.65	56,096.45	0.00	0.00	0.00	276,815.10
Last Deposit Date	01/31/2023	\$220,718.65	\$56,096.45	\$0.00	\$0.00	\$0.00	\$276,815.10
Total:		\$9,697,670.86	\$2,464,698.14	\$0.00	\$0.00	\$0.00	\$12,162,369.00

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: March 6, 2023

Date submitted: 02/03/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on February 6, 2023.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to review and approve the minutes of the City Council Regular Meeting held on February 6, 2023.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. February 6, 2023, CC Meeting Minutes (Draft)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
FEBRUARY 06, 2023**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, FEBRUARY 06, 2023, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, FRIENDSWOOD CITY HALL, LOCATED AT 910 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Steve Rockey	Councilmember
Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
John Scott	Councilmember
Brent Erenwert	Mayor Pro Tem
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 6:00 P.M.; all members were present.

2. INVOCATION

The invocation was led by Pastor David Bridges, Friendswood Friends Church.

3. PLEDGE OF ALLEGIANCE - United States and State of Texas

Mayor Foreman led the Pledge of Allegiance of the United States and to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Mayor attended the Daddy and Daughter Dance, and Councilmember Rockey and him had the duty of handing out cowboy hats, pink, blue and white, it was a lot of fun.

Councilmember Rockey commented on the documentaries regarding the deaths that happened in Friendswood, and he noted that the FPD looked very well and professional. It was very well done, and he was very proud of their work in bringing the killer to justice.

Councilmember Branson presented an update on H-GAC and thanked Morad and Jil for continuing to serve on the Transportation Advisory Council of which Morad is serving as the Vice Chair. The transportation safety committee, which includes Jil and Brian Mansfield; the latter representing Law

Enforcement, Fire, EMS, Emergency Management. H-GAC held a retreat back in January where they set its goals to include, water, health, broadband, middle income housing, and customer service. The Historical Society is going to recognize its board member emeritus, which are former board members that served for over 10 years and have moved on. The event will take place on March 7, 2023, at 6:00 p.m. in the Friendswood Public Library, and all are invited.

Councilmember Hanks stated that this coming Wednesday during lunch, the Senior Committee will hold a Mardi Gras Event. She thanked KFB for their due diligence. She serves as the Liaison for the Planning and Zoning Commission, and its Chair, Joe Matranga, is stepping down from that board and she wanted to thank him for all his service and hard work.

Councilmember Griffon stated that he and his family attended the Friendswood High School musical, which was held in honor of Dr. Myrlene Kennedy, who led the theater program at Fisd for many years. He also commended Mr. Matranga for his service on the Planning and Zoning Commission.

Councilmember Scott thanked Mr. Matranga for his service on the Planning and Zoning Commission and thanked him for his work.

Mayor Pro Tem Erenwert also thanked Mr. Matranga for his service on the Planning and Zoning Commission.

Mayor Foreman thanked Mr. Matranga for his service on the Planning and Zoning Commission and commended him for his many years of good work.

5. PUBLIC COMMENT

Joe Matranga requested to speak to Council to thank them for their support and guidance on the Planning and Zoning Commission. He thanked the staff, especially, Morad Kabiri, Aubrey Harbin and Becky Bennet for their support and professionalism and encouraged the public to serve as a volunteer on this or any other City board.

David Allen requested to speak to Council to voice his concerns regarding the Replacement Migration Plan in the United States that is being led by the United Nations.

Ron Sokal requested to speak to Council regarding his opposition of the proposed development by Hines Development in the old Exxon property. He gave a history of the Exxon property and its issues as it relates to health and safety.

Johnna Epperson requested to speak to the Council regarding her opposition to the Hines Development and particularly with the extension and the placement/location of the thoroughfare.

Randy Hale requested to speak to the Council regarding his opposition of the proposed development by Hines Development and the extension and the placement/location of the thoroughfare. He requested that Council create a citizen committee to participate and communicate directly with the developer on this project.

Jamie Flick requested to speak to the Council regarding the Hines Development, specifically with the extension and the placement/location of the thoroughfare. Her concern is the connection of Castlewood Road to a four-lane thoroughfare. She requested that Castlewood Road have its designation changed from its current terminus as a connector to that of a dead end.

Mary delVall requested to speak to the Council regarding her opposition of the Hines Development and noted that she vehemently opposed to the extension of the thoroughfare via Castlewood Road.

Keith Kuechler requested to speak to the Council regarding his opposition of the Hines Development and the connection of the thoroughfare with Castlewood Road.

Hank Dugie, Galveston County Treasurer, stated that he felt that the citizens would be best served if his position as the Galveston County Treasurer was eliminated, and his duties were separated out into other job descriptions of existing finance professionals.

Mayor Foreman asked that the agenda be taken out of order to move Item 11.A. up on the agenda for action.

A motion was made by Councilmember Scott and seconded by Councilmember Griffon to move item 11.A. out of order. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

A. Consider a resolution in support of the abolition of the Office of the County Treasurer in Galveston County.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks to approve Resolution No. R2023-2, as submitted, and related to Item 11.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

RESOLUTION NO. R2023-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SUPPORTING THE ABOLITION OF THE OFFICE OF COUNTY TREASURER IN GALVESTON COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

The agenda taken back in regular order.

6. COMMITTEES OR SPECIAL REPORTS

A. Receive report from Keep Friendswood Beautiful regarding a recommendation to the City Council for the proposed conceptual plan for Stevenson Park Parking Lot.

City Manager Morad Kabiri presented the item and stated that last fall, the FDEDC and Council concurred and approved a contract with Halff Associates to complete a public outreach and comment period in order to create different concepts for park amenities, parking, and various other improvements for the Stevenson Park Parking Lot. Mr. Kabiri introduced Mr. Casey Collins, Landscape Architect Team Leader with Halff Associates who would be presenting the Council with the findings of their three town hall meetings and the KFB's recommendation.

Mr. Collins introduced his team and stated that he would give the Council a quick overview of the process for receiving information, the input that was received and how the site was analyzed and the resulting concept options.

Mr. Collins stated that they had a series of three meetings. The first two meetings were with the general public at the library and focused on public engagement. The team put out different types of information boards throughout the room that focused on different types of elements; including site, park, programming, and images, which allowed the attendees to place stickers on the elements that they liked. Based on the stickers, the attendees would then vote on the elements that they preferred. Mr. Collins noted that the first meeting took place on September 20, 2023 and had about 30 – 40 attendees who gave a lot of positive feedback regarding the parking in this space with some enhancements such as permeable pavers and landscaping. The second meeting took place on October 25, 2023, with an estimated 30 community members, including students from Friendswood Highschool. Again, the group gave a lot of positive feedback regarding outdoor dining, restroom improvements, and parking enhancements. Again, the focus of the group was to keep as many parking spaces as possible.

Mr. Collins then noted that from those two meetings and the input received, they calculated all the desired programming, and the top three desired amenities, which are:

1. Enhanced Parking (Materials) – 36 votes
2. Pavilion w/ Restrooms – 27 votes
3. Outdoor Dining - 25 votes.

He noted that the additional desired amenities for this site included:

1. Covered parking for farmer's market events, and
2. Shaded parking areas.

Mr. Collins then noted that based on this information, they prepared a site analysis, which means that they went to the site to evaluate and document a lot of opportunities, and strengthen opportunities, for the site. Mr. Collins went over the main elements of the site, which included the following:

As it relates to the main access to the site. There is a shared access driveway between City Hall and the existing Stevenson Park site. This is an opportunity for potential combined parking. He noted that these two sites are separated by an existing open ditch drainage system, which could be potentially covered and piped.

As it relates to connectivity points. There are three points of access from the City Hall parking area over to Stevenson Park, which could allow for the expansion two park features, (1) being the Pollinator Garden, and (2) being the Memorial Garden.

As it relates to amenities. Using historical surveys or aerials the team identified structures that are older and could need replacement; such as the restrooms and storage rooms, and created a concept that focuses primarily on a large open-air pavilion that could be used for arts markets, farmers markets, bathrooms and not just maintain, but increase the parking spaces in the site. Mr. Collins noted that this was the third of the three concepts his team created, which was selected by Keep Friendswood Beautiful (KFB) and presented to the Friendswood Downtown Economic Development Corporation (FDEDC).

Concept “C” includes a main entrance into the park with the Stevenson Park Archway, which has already been approved with an estimated 108 surface parking spaces, which includes hidden parking and City Hall parking. Mr. Collins went over the site plan for concept “C” and identified the following items:

- To the north and south of the open-air pavilion, the addition of overflow parking spaces with a look and feel more like that of a park element. The idea being that there would be removable bollards, to allow access to more parking spaces.
- To the north of the pavilion, an area for food trucks to be staged, and
- To the north of the proposed pavilion area, a space for outdoor dining.

Mr. Collins showed pictures of options for screen parking, an open-air pavilion, and the outdoor dining.

Additionally, Mr. Collins noted that the site as proposed would be able to accommodate:

- (8) Pickleball courts
- (2) Basketball courts
- (42) 15’x15’ booths
- (56) 12’x12’ booths
- (80) 10’x10’ booths
- (48) Parking spaces

With that, Mr. Casey thanked the Council for allowing him to present the information and said he would answer any questions.

Councilmember Rockey asked if the team had any idea of the costs of this concept. Mr. Collins stated that the team did a high-level magnitude of cost and added a 20% contingency. Mr. Kabiri noted that this

exercise was intended to develop a concept plan that KFB, FDEDC, and City Council could support in order to incorporate the concept into the Parks Master Plan for future grants opportunities or a potential bond election as there is no funding to implement this plan today.

Councilmember Griffon asked if there was enough time to place this item on the ballot for a bond election. Mr. Kabiri responded that technically, yes, there is time to call a special election; however, the bigger concern is that there are other needs that the city has besides this project, and he did not recommend holding a bond election without having thoroughly evaluated those other needs and options.

Councilmember Scott stated that it was worth noting that there was a \$3.4 million option, a \$5 million option, and the recommended option was the most expensive option at \$9.4 million. He noted that should this item move forward, it will need to go to the voters through a bond election for them to approve funding for this project. Mayor Foreman stated that the idea is to have these types of plans ready should there be any grant funds available through other agencies, similar to what happened with the sidewalks in the downtown area, which TxDOT funded.

Councilmember Hanks stated that she wanted to thank KFB for their forward thinking and having a plan because while there is no money for this project right now, maybe there will be grant opportunities that could be taken advantage of to help fund this project in the future.

Councilmember Griffon stated that he was appreciative of the \$13,000 study for this site, which clearly showed that parking could be gained by filling in the ditch. He noted that it made more sense to him to look at the cost of filling in the ditch, leveling out the space and adding pavement over the area for more parking, easily 30 more spaces, which at one point was estimated at \$400,000, and anything more than that should go to the voters for funding.

Councilmember Rockey requested a little clarity on exactly what Council is agreeing to and what's the process going forward. Mr. Kabiri noted that the item before the Council is simply a report from the KFB Committee on options for the Fire Station site/parking lot, so there is no vote to be taken. He further noted that if the Council concurs with the KFB recommendation for option "C" or if another option is desired, that is communicated to the group that is currently working on the Parks Master Plan for inclusion in the plan. Additionally, Mr. Kabiri noted that this plan is simply a guide on how Council wants the city to develop with respect to its parks. When and if this plan goes before the voters, if Council feels that \$9.4 million is too much for this project, they can change it up as desired. Further, as it relates to the suggestion to filling in the ditch and add parking and remove the foundation of the old fire station site, staff can look at bringing Council some options later this year. In response to a question, Mr. Kabiri also stated that the site in question is within the city's Downtown District and the short answer is that the downtown sales tax can be used for this effort once the lighting project is completed. As Council is aware, the lighting project has depleted most of revenue from the downtown sales tax. Councilmember Rockey stated that he just wanted to comment that he too would be in favor of some sort of staged approach to this project moving forward.

Councilmember Branson inquired into the parking in Old City Park, how many spaces were planned versus actually created and at what cost. Mr. Kabiri responded that originally, the plan was for 88 spaces; however, a little less than 40 were accomplished, and there are no drainage needs associated with it, just pavement, it would probably cost between \$30,000 to \$40,000. Councilmember Branson noted that this

project would add more parking to the area which is less expensive than the estimated \$400,000 being discussed. Councilmember Griffon stated that he felt there was a way to have both the additional parking in Old City Park and the parking in Stevenson Park. Councilmember Branson responded that she just believes that there are a less expensive ways for the city to accommodate more parking now at a lower costs.

Mr. Kabiri stated that after hearing the Council's suggestions, staff will bring back an item sooner as opposed to later on a plan to remove the Old Fire station foundation, as well as options to fill in the ditch.

Councilmember Branson clarified that she wanted to have estimates on (1) the finishing out of the parking in Old City Park, (2) the finishing or the creation of a parking lot on that dirt lot that is there now, and (3) removing/filling in the ditch for more parking, in order for Council to be able to pick and choose options and see what will create the most parking for the least amount of money.

Councilmember Hanks stated that she believed that the plans presented for the site are good, however, there is no money for them at this time. She further noted that while it is clear that there is a need for additional parking at Stevenson Park, and the Council is talking about spending \$400,000 for the creation of additional parking, she did not want to ignore that there are other needs across the city, and she would like to see this project funding in relation to the other needs. She asked if this cost assessment would be presented during the budget, to which Mr. Kabiri responded that she was correct, and those projects and needs would be presented to the Council during their annual budget presentation.

Councilmember Scott stated that he believed that the city had other fish to fry other than spending \$9.4 million dollars on this fancy park improvement, and again noted that this item should be placed before the voters for their approval.

Mr. Kabiri asked the Council to keep in mind that this item is the culmination of citizen input both in person through Town Halls meetings and online surveys. He noted that many times the people that Council hears from are a handful of folks that are engaged because they may be upset about something, and in this instance, the City sought citizen input on what they would like to see in this space if there were no barriers, which is what was presented tonight.

Mr. Kabiri further noted that it is not likely that this project would be a standalone bond proposition, but would instead be done as part of a package of propositions, so the voters would have other things on the ballot for them to consider. Councilmember Scott concurred that it should be placed on the ballot with other propositions and requested that this item be a standalone item on the ballot, and that is not coupled with other items such as increasing fire department capacity, or drainage projects. Mr. Kabiri noted that legally, each project must be placed on the ballot as a separate item and cannot be lumped into others.

Mayor Foreman noted that in closing, having a plan documented by Half and Associates, and recommended by KFB, allows the city to go out and compete for those grant dollars floating around from other entities. He stated that he did not expect for anyone to write a check for \$9.4 million, however, there are those that would participate in this project in pieces or phases, and assist the city in getting some of this done because we are ready, with a shovel, and drawings and plans for this project. Mayor Foreman thanked Half and Associates, KFB and the staff that worked on getting this plan together.

7. WORK SESSION TOPICS

A. Receive and discuss an update regarding the Capital Improvement Projects.

Engineering Director Jil Arias presented the item and gave the following overview of the following projects:

- Fire Station #2 Reconstruction Project is 68% complete with the masonry and metal panels in place and tins interior framing is in progress. This project has a target date of completion of May 2023.
- Public Safety Building Expansion Project is 94% complete. The contractors are putting the finishing touches on some of the offices right now, and everything is looking really great over there right now. Target completion date for this project is April 2023. Council requested a tour of the facility.
- The Blackhawk Facility Renovation and Shelter Project started a couple of weeks ago. The operations and offices have been moved to the right side of the building to allow for the construction work to proceed. In spite of all the noise and banging, operations have not stopped and remain working 24/7. The shelter component of the project will be awarded in June, and begin in July, once the staff offices are moved to the completed space to make room for the shelter component.
- The Blackhawk Boulevard Phase II-B Project, which is the road from Geneva Dr. to Pennystone Way, has plans that are 90% complete. Staff will be meeting with the engineers tomorrow in order to go through the last comments, which should complete the design portion of this project done. Staff anticipates having the project awarded in May and have a cost estimate of a little over a \$2 million. Mayor Foreman asked what the phases and costs of Blackhawk Boulevard's expansions. City Manager Morad Kabiri noted that the first phase was back in 2010, from El Dorado/Friendswood Link Road just short of FM 528, cost roughly \$3.5 million. In 2013, the City had a bond election for streets, amongst other things, which helped take Blackhawk from Friendswood Link Road to Edenvale, FM 2351, which was about \$5.5 million. The phase being presented by Mr. Arias is an estimated \$2.4 million, and is a partnership with Harris County, Precinct 2.
- Blackhawk Boulevard, Phase II-C Project is the next part of the expansion of this boulevard and will take the road from Pennystone Way to FM 2351 and Thursa Lane to FM 528. Staff is working on a grant application for the Harris County, Precinct 2, 2023 Partnership Program in order to finish this portion of the road and possibly that of Phase II-D.
- The Council, in January 2023, awarded the engineering service contract related to the 24" Clear Creek Water Line Crossing Project, which is generally located parallel to FM 2351, from Surface State 2 to FM 518. Staff is working on getting this portion of the project kicked-off in the next few days but is waiting on the preliminary engineering report to be delivered first. This is an estimated \$6.9 million project, with the majority of it being

funded by funding from the American Rescue Plan Act (ARPA). Mr. Kabiri noted that this project will be paid for with money left over from the 2018 revenue bonds and the ARPA funds.

- The Surface Water Treatment Plant. Number #1 Tank Replacement is another project where ARPA funds are being used. This project is the results of the staff's evaluation of the ground storage, number one who determined that it was structurally deficient and needed rehab. However, as the rehabilitation costs were comparable to the replacement costs, it was determined that its replacement was what needed to happen.
- The Ground Storage Tank at Ground Water Plant #4 Project is a part of a bigger plan to help mitigate what is happening in the south side of Friendswood. All these water projects are being done in conjunction to increase water capacity by installing pipelines, like the 24-inch line, and then getting water to it will be stored. The ground storage tank that will be installed, will help to serve that growing area, which has a number of developments coming in, to include Friendswood Trails III, IV, possibly Phase V, and the Georgetown development.
- The Annalea Subdivision Infrastructure Upgrade Project, which was a part of the application that was made to the General Land Office (GLO) for Harvey infrastructure grant monies. This project was identified as being (1) an eligible area and (2) with eligible infrastructure. The project will rebuild several of the roads in this area and also upgrade the storm-sewer system.
- As it relates to the 2023 Impact Fee Assessment Study item, Mr. Arias noted that soon, the City will need to renew its impact fees, and as a result, staff will be working on an RFQ in order to complete an impact fees analysis and assessment, which will then be brought to Council for action. He further noted that many surrounding cities are going through the same process and many of them have, as a result of these studies, raised their impact fees. Mr. Kabiri noted that the per state law, impact fees are required to be updated every five years, and regardless of what other communities have or are doing, there is a Capital Improvement Plan (CIP) assessment that's done for a 10-year window. He further noted that five years, before and after, the study window that's being reviewed regarding capacity needs, is the basis of what determines what goes into the City's impact fee.
- The Bay Area Boulevard Project is the one that just doesn't want to end as there have been so many delays due to the rains. The contractor can't move forward until the area is dry enough to work, so everyone is kind of at the mercy of rain right now.
- Lastly, Mr. Arias gave an overview of the TxDOT Projects and noted that the following for the FM 518 Curb and Ramp Project:
 - Construction continuing,
 - Traffic signals have been wired,
 - TxDOT working on change order to connect all signals together,
 - Signals will be energized once networked, old strand lights removed at that time, and

- TxDOT exploring options to address brick pavers that do not meet specification.
- As it relates to the FM/FM 528 Intersection Improvements, Mr. Arias stated that unfortunately, there are no changes to the status of the City's submitted improvements, but staff will continue to push for the proposed solutions.

8. PROPOSED FLUM AMENDMENT AND ZONE MAP AMENDMENT CONCERNING 401 N. FRIENDSWOOD DR.

- A. Conduct public hearings regarding a 36,823-square-foot tract of land out of Lot 1 of the Final Plat of Jeter Memorial Funeral Home, located at 401 N. Friendswood Drive, Friendswood, Galveston County, Texas, concerning (i) an amendment to the Friendswood Comprehensive Plan's Future Land use Map ("FLUM") to change the FLUM designation from Retail to Low-Density Residential and (ii) a request for a zone classification change from a Community Shopping Center District (CSC) to a Single-Family Residential Dwelling District (SFR).**

At 7:20 P.M., Mayor Foreman opened the two public hearings and requested that staff give council an overview of the items.

Director of Community Development Aubrey Harbin presented the items and stated that the property subject to this hearing was originally Zone C1, or commercial on the City's 1970 zoning map. The request before the Council is to change a portion of the tract into single family residential. She further noted that currently the CSC zoning, is the City's broadest commercial district, and changing it to single family residential will allow the adjacent business owner to build his personal home on the property. Ms. Harbin noted that the property owner owns a funeral home on the same tract of land that has a special use permit said business. The Planning and Zoning Commission had their meeting on January 12, 2023, and following the public hearing, voted five to zero to recommend the approval of the requested zone change.

There being no one signed up to speak on this At 7:23 P.M., Mayor Foreman closed the public hearings.

- B. Consider an ordinance amending the Friendswood Comprehensive Plan's Future Land Use Map ("FLUM") to change the FLUM designation from Retail to Low-Density Residential and amending the official zoning map to make a zone classification change from a Community Shopping Center District (CSC) to a Single-Family Residential Dwelling District (SFR) for a 36,823-square-foot tract of land out of Lot 1 of the Final Plat of Jeter Memorial Funeral Home, located at 401 N. Friendswood Drive, Friendswood, Galveston County, Texas.**

A motion was made by Councilmember Scott and seconded by Councilmember Griffon to approve Ordinance No. 2023-5, as submitted, and related to Item 8.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2023-5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FRIENDSWOOD COMPREHENSIVE PLAN TO UPDATE THE FUTURE LAND USE MAP ("FLUM") CONCERNING A 36,823-SQUARE-FOOT TRACT OF LAND OUT OF LOT 1 OF THE FINAL PLAT OF JETER MEMORIAL FUNERAL HOME LOCATED AT 401 N. FRIENDSWOOD DRIVE, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, TO CHANGE THE FLUM DESIGNATION FROM RETAIL TO LOW-DENSITY RESIDENTIAL; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF A 36,823-SQUARE-FOOT TRACT OF LAND OUT OF LOT 1 OF THE FINAL PLAT OF JETER MEMORIAL FUNERAL HOME LOCATED AT 401 N. FRIENDSWOOD DRIVE, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, FROM A COMMUNITY SHOPPING CENTER DISTRICT (CSC) TO SINGLE-FAMILY RESIDENTIAL DWELLING DISTRICT (SFR); PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

9. CITY MANAGER'S REPORT

A. Recognize Renee Kross and Heather Van Dine for completing their Texas Municipal Clerk's Association (TMCA) certification/recertification.

City Manager Morad Kabiri presented the item and stated that Renee Kross from the City Secretary's Office and Heather Van Dine in the Engineering Department were recognized on Thursday, January 12th at the Texas Municipal Clerk's Association's Conference. He noted that this certification program is a professional development program with college/university-level courses for municipal clerks that requires approximately 200 hours of individual home study and online homework; examinations over four courses; and attendance at eight two-day seminars.

10. BUSINESS ITEMS

A. Consider awarding the 2023 Tank Rehabilitation Project to AO Industrial Solutions, LLC (Bid 2023-01).

This item awards the 2023 Tank Rehabilitation Project to AO Industrial Solutions, LLC, in the amount of \$1,445,297, which is a savings of \$661,958 from the Engineer's original project estimate. The scope of work for this project includes the maintenance and rehabilitation of four water tanks, including interior and exterior paint blasting and re-coating, repair of rusted and corroded ladders, metal plates, and appurtenances, and structural repairs.

A motion was made by Councilmember Rockey and seconded by Mayor Pro Tem Erenwert to award the 2023 Tank Rehabilitation Project to AO Industrial Solutions, LLC (Bid 2023-01). The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

B. Consider authorizing a Professional Services Agreement with Azavar Audit Solutions, Inc., d/b/a Azavar Government Solutions, for revenue and tax consulting services through The Interlocal Purchasing System.

A motion was made by Councilmember Rockey and seconded by Councilmember Griffon to authorize a Professional Services Agreement with Azavar Audit Solutions, Inc., d/b/a Azavar Government Solutions, for revenue and tax consulting services through The Interlocal Purchasing System. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

C. Consider approving banner permit applications for the Knights of Columbus Council 8494's Fish Fry to be held at Mary Queen Catholic Church.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve banner permit applications for the Knights of Columbus Council 8494's Fish Fry to be held at Mary Queen Catholic Church. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

11. PROPOSED RESOLUTIONS & ORDINANCES

B. Consider an ordinance amending the City's General Budget for Fiscal Year 2022-2023 by approving "Budget Amendment IV" and providing for supplemental appropriation and/or transfer of certain funds.

This ordinance approves budget amendments for the following:

1. Public, Educational, and Governmental Access (PEG) Channel Enhancement, \$31,750. Appropriate PEG funds for conceptual design services related to the City Council Chamber remodel project. The funding source will be restricted general fund balance from PEG Channel revenue.
2. Forest Bend Detention Pond – Construction Pay Application #5, \$176,713. Appropriate advanced funding for Jerdon Enterprise Pay Application #5 for the construction of the Forest Bend Detention Pond. The City applied for and was awarded a reimbursement grant through the 2017 Community Development Block Grant – Disaster Recovery with Harris County to engineer and construct offline detention in coordination with the Forest Bend Homeowners Association. The funding source will be unassigned general fund balance and will be reimbursed once grant funding has been received from the grantor.
3. 2017 CDBG-DR (Harris County) Grant Reimbursement, \$171,083. Appropriate funds received from the CDBG-DR (Harris County) grant program for the Forest Bend Detention Pond construction. The City received a reimbursement of \$171,083 for construction services. Advance funding for pay application #1 was originally approved at the November 7, 2022 City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
4. Forest Bend Detention Pond – Change Order #1 & #2, \$24,744. Appropriate funding for change order #1 removing 16 trees in conflict with the detention pond and change order #2 for the relocation of an electrical line found inside the limits of the detention pond. These unanticipated expenditures are not reimbursable expenses through the CDBG-DR (Harris County) grant. Therefore, the funding source will be unassigned general fund balance.
5. VertLIEicrete Wall at Centennial Park & Lakes of Falcon Ridge – Change Order #2, \$7,798. Appropriate funding for change order #2 adding a four-foot-wide pedestrian iron gate with a safety lock. The addition of the iron gate will improve security at Centennial Park and prevent unauthorized park entry outside of operational hours. The funding source will be unassigned general fund balance.
6. Engineering - Grant Administration Services, \$7,000. Appropriate funding for Grant Administration Services awarded at the November 7, 2022 City Council meeting. The City of Friendswood recently evaluated Request for Proposals (RFP) submittals from qualified individuals or firms experienced in providing grant application development, grant administration, and grant management services. FEMA's two competitive mitigation grant programs provide states, local communities, tribes, and territories funding to address high-level future risks to natural disasters such as wildfires, drought, hurricanes, earthquakes, extreme heat, and increased flooding to foster greater community resilience and reduce disaster suffering. The vendor selected will assist the City

in meeting application requirements and submittal deadlines. The funding source will be Water Sewer Working Capital because the projects to be identified will be utility infrastructure related.

7. LIFEPAK® AED Units for Sports Park Facilities, \$9,670. Appropriate funding for the purchase of (5) LIFEPAK AED units to be available at City sports park facilities. The LIFEPAK® CR2 defibrillator combines best-in-class technology with the simplicity and portability required for use by the general public in a sudden cardiac arrest (SCA) emergency. The Wi-Fi enabled devices provide step-by-step instructions, in both English and Spanish, for adult and pediatric patients. The funding source will be unassigned general fund balance appropriation to the Human Resources – Risk Management division.
8. Donation for Friends of the Library, \$3,000. Appropriate donation received from the Friends of the Library. The donation will supplement funding needed to complete a small renovation project at the Friendswood Public Library. Funds will be appropriated to the Library's contract service budget.
9. Friendswood Historical Society – Annual Contract Increase, \$2,500. Transfer funding from Mayor & Council budget to the Parks & Recreation Department for an increase to the annual contract with the Friendswood Historical Society. At the January 9, 2023 City Council meeting, a contractual increase from \$15,000 to \$17,500 was approved by Council. The governing body elected to transfer funding available from operational savings in the Mayor & Council budget.
10. Information Technology – Remote Support Software, \$27,037. Appropriate funding for the purchase and implementation of a remote support software solution. Remote support gives helpdesk teams the ability to quickly and securely access, control, troubleshoot, repair, and audit any remote device connections currently being used by 3rd party service providers. This layered defense tool will help Information Technology maintain critical security standards. The funding source will be unassigned general fund balance.
11. Information Technology – Video Security Systems, \$55,250. Appropriate funding for the purchase and installation of two video security systems. In response to a request from a concerned citizen, a security system will be installed at the Senior Activities facility. The Friendswood Public Library will also receive an upgrade and expansion to the current video security system. The funding source will be unassigned general fund balance.
12. Engineering – Professional Services Water System Improvements, \$1,155,809. Appropriate funding for professional engineering services related to the Clear Creek Crossing waterline project and a new ground storage tank and pump improvements at Surface Water Plant #1. The contract amendment was approved at the January 9, 2023 City Council meeting. The funding source will be 2016 Water Sewer Bond Construction funds.
13. Blackhawk Renovation – Expenditures in Excess of Bond Funds, \$9,225. Appropriate funds for expenditures in excess of bond funds on the Blackhawk Renovation project. This appropriation will cover Material Testing at the construction site. Funding source will be Water & Sewer Working Capital.

14. Utility Relocation (“Piperack”) & Deepwood Flood Control – Archeological Survey, \$30,000. Appropriate funds for expenditures in excess of grant funds on the Utility Relocation at Clear Creek Bridge and the Deepwood Flood Control Project. Although these projects are mainly funded by the Community Development Block Grant – Disaster Recovery with Galveston County, the required Archeological Survey was unanticipated and currently not included with authorized grant funds. City Staff will continue working with the General Land Office (GLO) to request a budget table adjustment which would cover the cultural survey work. If approved by the GLO, the grant would reimburse the general fund at a later date. To prevent further timeline delays, the funding source will be unassigned general fund balance.

A motion was made by Councilmember Scott and seconded by Councilmember Branson to approve Ordinance No. 2023-6, as submitted, and related to Item 11.B. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2023-6

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2022-19, PASSED AND APPROVED AUGUST 29, 2022, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2022-23, BY APPROVING "BUDGET AMENDMENT IV" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

C. Consider an ordinance ordering the City of Friendswood General Election to be held on May 6, 2023, for the purpose of electing councilmembers for Position Nos. 2 and 5.

This ordinance calls for the City of Friendswood (the "City") General Election to be held on May 6, 2023, for the purpose of electing councilmembers from Position Nos. 2 and 5. The City will contract with both Harris County and Galveston County for election services related to the May 6th election; thus, many of the details regarding the election have not been finalized at this time. The City Secretary's Office will post all election-related information on the City's notice boards and website as it becomes available in the languages required under the law.

A motion was made by Councilmember Scott and seconded by Councilmember Hanks to approve Ordinance No. 2023-7, as submitted, and related to Item 11.C. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2023-7

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ORDERING THE GENERAL ELECTION TO BE HELD ON THE 6TH DAY OF MAY, 2023, FOR THE PURPOSE OF ELECTING TWO COUNCILMEMBERS FOR POSITIONS TWO (2) AND FIVE (5); MAKING OTHER PROVISIONS RELATED TO SUCH ELECTION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

12. CONSENT AGENDA

A motion was made by Councilmember Scott and seconded by Councilmember Hanks to approve the Consent Agenda, Items 12.A through 12.L. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Trish Hanks, Councilmember Steve Rockey, Councilmember Sally Branson, Councilmember Robert J. Griffon, Councilmember John Scott, and Mayor Pro-Tem Brent Erenwert.

Nays: None.

The item passed unanimously.

- A. Consider a resolution designating the Mayor as the City's representative in seeking eligible grant funds under the General Victim Assistance Direct Services Program; and authorizing the submission of such grant application to the Criminal Justice Division of the Office of Governor.**

RESOLUTION NO. R2023-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER GENERAL VICTIM ASSISTANCE DIRECT SERVICES PROGRAM; AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF GOVERNOR; AUTHORIZING THE REQUISITE IN-KIND MATCH; AND PROVIDING AN EFFECTIVE DATE.

- B. Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2023-2024 State Homeland Security Grant Program to fund**

the purchase of Mobile Fingerprint Readers to be used by patrol division to collect the fingerprint of potential individuals on traffic stops, active scenes, or at crime scenes to ascertain positive identification and potential warrant status; and authorizing a representative to accept or affirm any resulting grant award.

RESOLUTION NO. R2023-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AND APPROVING THE CITY'S APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE FY2023-2024 STATE HOMELAND SECURITY GRANT PROGRAM IN THE AMOUNT OF THREE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$3,300.00) TO FUND THE PURCHASE OF MOBILE FINGERPRINT READERS TO BE USED BY PATROL DIVISION TO COLLECT THE FINGERPRINT OF POTENTIAL INDIVIDUALS ON TRAFFIC STOPS, ACTIVE SCENES, OR AT CRIME SCENES TO ASCERTAIN POSITIVE IDENTIFICATION AND POTENTIAL WARRANT STATUS; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

- C. Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2023-2024 State Homeland Security Grant Program to fund the purchase of EMS Response Supplies for Friendswood EMS specifically designed to treat abdominal wounds and will be maintained to respond to active attacks; and authorizing a representative to accept affirm any resulting grant award.**

RESOLUTION NO. R2023-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AND APPROVING THE CITY'S APPLICATION TO THE OFFICE OF THE GOVERNOR FOR THE FY2023-2024 STATE HOMELAND SECURITY GRANT PROGRAM IN THE AMOUNT OF EIGHT THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$8,970.00) TO FUND FRIENDSWOOD EMS RESPONSE SUPPLIES; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

- D. Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2023-24 Urban Area Security Initiative Grant Program to fund the purchase of training equipment for use in the Tactical Combat Casualty Care course for EMS, Police and Fire first responders; and authorizing a representative to accept or affirm any resulting grant award.**

RESOLUTION NO. R2023-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, RATIFYING AND APPROVING THE CITY'S APPLICATION TO THE

OFFICE OF THE GOVERNOR FOR THE FY2023-24 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED EIGHTY-NINE AND 95/100 DOLLARS (\$7,589.95) TO FUND TRAINING EQUIPMENT FOR USE IN THE TACTICAL COMBAT CASUALTY CARE COURSE FOR EMS, POLICE AND FIRE FIRST RESPONDERS; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

- E. Consider authorizing the final acceptance of the Red Ball Oxygen Waterline Improvements Project at the completion of the contractor's one-year maintenance period and release the maintenance bond.**
- F. Consider authorizing a Memorandum of Understanding with the Estate of George A. Bofysil, Jr., concerning the timing of the Estate's payment of its portion of the Developer Contribution under the Agreement for Funding of Public Improvements dated May 7, 2018.**

This item allows the City Council to authorize a Memorandum of Understanding with the Estate of George A. Bofysil, Jr., (the "Estate") concerning the timing of the Estate's payment of its portion of the Developer Contribution under the Agreement for Funding of Public Improvements dated May 7, 2018 (the "Agreement").

The Agreement was between the City and three property owners, including the Estate. Each of the three property owners agreed to contribute \$200,000, which was to be used by the City as matching funds for Galveston County's construction of Friendswood Lakes Boulevard. When the Agreement was entered into, it was believed that the Estate's property would soon be sold for a retail development. As such, the Estate was to contribute its \$200,000 upon the latter of the following:

1. commencement of development activities (evidenced by the commencement of grading activities initiated by such Developer) other than in connection with the Approved Project, on their respective portions of such Developer's Property or
2. completion of the Approved Project in accordance with the Approved Project Scope,

Because there have been no development activities on the Estate's property, the Estate's contribution is not yet due. This MOU clarifies that the Estate will pay its contribution on (i) the date that development activities occur on its property or (ii) the date the Estate sells its property, whichever is later.

If approved, this MOU will be recorded in the real property records of Galveston County.

- G. Consider a resolution authorizing the Agreement for the Temporary Closure of State right-of-way with the Texas Department of Transportation for the temporary closure of FM 2351 for the 2023 Youth Sports Day Parade.**

RESOLUTION NO. R2023-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE AGREEMENT WITH FOR THE TEMPORARY

**CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE
2023 YOUTH SPORTS DAY PARADE; AND PROVIDING AN EFFECTIVE DATE.**

H. Consider authorizing the purchase of replacement modems for the City's lift stations, water wells, and surface water plants as well as equipment necessary to provide updated connectivity and remote monitoring of the modems from RCN Technologies through the Texas Department of Information Resources.

This item authorizes the purchase of IT equipment through the Department of Information Resource's Contract Number DIR-CPO-4458 in the amount of \$52,920.93. The replacement 5G devices will update the connectivity equipment and allow monitoring of the modem's connectivity.

I. Consider authorizing the Fourth Amendment to the Contract for Professional Services -- Engineer with Kimley-Horn and Associates, Inc., for the Utility Relocation Project and the Deepwood Flood Control Project to perform Phase I Cultural Resources Surveys.

The City entered into the Contract for Professional Services - Engineer with Kimley-Horn and Associates, Inc., on December 20, 2020, for the Utility Relocation Project and the Deepwood Flood Control Project (collectively the "Projects") Since that time, the City entered into the following three amendments:

Amendment No. 1 -- Environmental Assessment Services

Amendment No. 2 -- GLO Easement Coordination

Amendment No. 3 -- Tree Mitigation Plan

While coordinating with the Texas Historical Commission ("THC") for the Projects, the THC determined that archeological surveys are required. As such, this Fourth Amendment authorizes such surveys to be performed for both project sites for a lump sum of \$30,000.

J. Consider authorizing Change Order No. 5 with Christensen Building Group, LLC, for the Fire Station No. Two Reconstruction and Training Field Upgrades Project.

This item authorizes Change Order No. 5 with Christensen Building Group, LLC, for Fire Station #2 Reconstruction and Training Field Upgrades Project in the amount \$115,169.81.

The CO will address the following items related to the construction of Fire Station #2:

- Electrical modifications to upgrade the facility's stand-by generator from single phase power to three phase power utilizing the generator previously located at the old Fire Station #1 adjacent to City Hall. The continued use of the old generator from Station #2 would have necessitated the installation of variable frequency drives to power some equipment, which would have presented future maintenance challenges. The old Station #1 was reconditioned, which prevented the need to purchase a new generator.
- Addition of an RFID reader to the gate adjacent to the building to allow authorized personnel to enter the training facility. A security camera will also be installed.

- Installation of a fire suppression system at the kitchen stove.
- Modifications to piers and footings which have been necessitated by the selection of a different training tower than that which was originally considered during the initial design of this project.

K. Consider approving the ad valorem tax report for December 2022.

L. Consider approving the minutes of the City Council Regular Meeting held on January 9, 2023.

13. ADJOURNMENT

With there being no further business to discuss, Mayor Foreman adjourned the February 6, 2023, City Council Regular Meeting at 7:29 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City 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: March 6, 2023

Date submitted: 01/24/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Recess and convene into an executive session pursuant to Sections 551.071, 551.072, and 551.087 of the Texas Government Code to deliberate the offer of financial or other incentives to a business, to deliberate the purchase of real property, and to seek the advice of the City's attorney on legal matters related thereto.

Originating Department: City Attorney

Degree of importance:

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: March 6, 2023

Date submitted: 02/13/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider an Economic Development Agreement with Tannos Construction & Development, LLC.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The proposed First Amendment to the Economic Development Agreement between Tannos Development Group, LLC, (the "Developer") and the City includes an additional incentive for rerouting an AT&T fiber optic line in order to eliminate the overhead line and to remove a TNMP pole. The incentive is in an amount not to exceed \$50,000 and is payable after completion of the reroute and the receipt of an invoice from the Developer. The funding source for the expense will be unassigned general fund balance above the 90-day reserve.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 1st Amendment

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: March 6, 2023

Date submitted: 02/28/2023

Prepared by: Glenda Faulkner, Executive Secretary

Subject: Consider authorizing the City Manager to negotiate and execute an earnest money agreement for the purchase of real property for municipal purposes.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS