



**CITY COUNCIL REGULAR MEETING
MONDAY, FEBRUARY 5, 2024, 5:30 PM
COUNCIL CHAMBERS, CITY HALL
910 S. FRIENDSWOOD DR, FRIENDSWOOD, TEXAS 77546**

AGENDA

1. CALL TO ORDER

2. INVOCATION

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

4. COUNCIL FOR A DAY

- A. Consider a proclamation declaring February 6, 2024, as Windsong Elementary School Day in the City of Friendswood, Texas.

5. COUNCIL COMMENTS AND REPORTS

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

6. PUBLIC COMMENT

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 the Council's rules of decorum.

7. WORK SESSION TOPICS

- A. Presentation and discussion regarding Short-term Rentals.
B. Receive and discuss an update regarding Mobile Food Vendors.
C. Presentation and discussion regarding Replacement of Ladder Truck.

8. CITY MANAGER'S REPORT

- A. Present an update regarding Retired Chief Wieners receiving the Helping Hand Award.
B. Present an update regarding the Friendswood Police Department hosting a Texas Narcotics Officers Association training.
C. Present an update regarding Impact Fees.

9. BUSINESS ITEMS

- A. Consider authorizing the approval of an Interlocal Agreement with the Harris-Galveston Area Council in relation to the Friendswood Parkway Corridor Study.
B. Consider authorizing the purchase of a ladder fire truck from Siddons Martin Emergency

Group, LLC, through the Houston-Galveston Area Council, for the Friendswood Volunteer Fire Department.

10. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment III" and providing for supplemental appropriation and/or transfer of certain funds.
- B. Consider on first reading an ordinance approving a rate adjustment for solid waste collection and disposal.

11. CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- A. Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2024 State Homeland Security Program to fund the purchase of cyanide kits for EMS ambulances and appointing the Mayor to act as the City's authorized representative for all purposes under the grant.
- B. Consider a resolution authorizing the submission of a grant application to the Office of the Governor of Texas, Public Safety Office, Criminal Justice Division, for the Bullet-Resistant Shield Grant Program and appointing the Mayor to act as the City's authorized representative for all purposes under the grant.
- C. Consider a resolution authorizing the submission of a grant application to the Criminal Justice Division of the Office of Governor for grant funds pursuant to the General Victim Assistance Direct Services Program; authorizing a cash and in-kind matches; and appointing the Mayor to act as the City's authorized representative for all purposes under the grant.
- D. Consider a resolution authorizing the submission of a grant application to the Criminal Justice Division of the Office of the Governor for the FY2025 Criminal Justice Grant Program for the project titled Dispatch Console Furniture Upgrade and appointing the Mayor to act as the City's representative for all purposes under the grant.
- E. Consider a resolution denying the proposed rates and consolidation contained in the Statement of Intent to Change Rates filed by CenterPoint Energy Resources Corp., d/b/a/ CenterPoint Energy Entex and CenterPoint Energy and finding that the City shall be reimbursed for its reasonable rate case expenses.
- F. Consider authorizing the disposal of two decommissioned Police Department vehicles through Houston Auto Auction.
- G. Consider authorizing the disposal of three decommissioned Parks and Recreation vehicles through Public Surplus Auction.
- H. Consider authorizing the final acceptance of the Avalon at Friendswood, Section 2 Public Utilities Improvement Project.
- I. Consider appointing Willie Anderson to the Planning and Zoning Commission for an unexpired term effective immediately and ending on June 30, 2024.
- J. Consider approving the ad valorem tax report for December 2023.
- K. Consider approving the minutes of the City Council Regular Meeting held on January 8, 2024.

12. EXECUTIVE SESSION

- A. Recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.

13. DISCUSSION AND POSSIBLE ACTION

- A. Consider taking appropriate action regarding the City Attorney's annual performance evaluation.

14. 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 February 2024, at 5:00 p.m.



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: February 5, 2024

Date submitted: 01/09/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider a proclamation declaring February 6, 2024, as Windsong Elementary School Day in the City of Friendswood, Texas.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood's Kids' Council for a Day (the "Kids' Council") allows students to step up to the dais to replace the council and staff in order to take part in a mock governance simulation. This item will allow the selected second-grade students from Windsong Elementary to participate in the Kid's Council in order to declare February 6, 2024, as Windsong Elementary School Day in the City of Friendswood, Texas.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Windsong Elementary Proclamation

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:*

February 6, 2024

Windsong Elementary Day
IN THE CITY OF FRIENDSWOOD

WHEREAS, Windsong 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 Windsong 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 Windsong Elementary is dedicated to providing the children of Windsong Elementary with a quality education in a safe environment; and

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

NOW THEREFORE, I, Mike Foreman, Mayor of the City of Friendswood, hereby declare February 6, 2024, as

Windsong Elementary Day in the City of Friendswood, Texas

In testimony whereof, witness by my hand and the Seal of the City of Friendswood, this 5th day of February 2024.

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: February 5, 2024

Date submitted: 12/05/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Presentation and discussion regarding Short-term Rentals.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Short-term Rentals (STRs) have become a hot topic among communities in the last few years. With the adoption of the Hotel Occupancy Tax (HOT), the subject becomes more essential in Friendswood. Staff is coming to Council to request guidance prior to drafting an ordinance regarding regulations of STRs.

Short-term Rentals are defined as rental of any residential structure, or portion of a residential structure (single room, detached garage, etc.), for a period of less than 30 days in areas zoned for residential use. Generally, it does not include bed and breakfasts, hotels, dormitories, or boarding houses.

Questions...

What type of regulation...low, moderate or high? Do any council members have feedback on the STR regulation approach? Are there best practices from other cities that the council members would like to see implemented? Are there any additional research steps you would like the staff to take?

It is illegal to prohibit STRs, so that is not an option being considered. Other options for regulation include a **low, moderate, and high** method of regulation. **Low** level registration would be to do nothing and just allow owners to self-report taxes to the City. A **moderate** level registration would be a registration process to obtain contact information and ensure collection of the taxes on a monthly basis. The county tax office and state comptroller are not responsible for collection of HOT for the City. A **high** level registration would be a more detailed registration and possibly include site inspections, information brochures for renters, notice to neighbors up to a certain distance providing a 24/7 contact for the property, posting a list or map of rentals on the City web site, monitoring advertisements, and penalties for violations. These actions are all common in other cities, as shown in the attached spreadsheet. These levels of regulation also reflect the impact on City staff and resources such as software, inspections, and enforcement.

Positive aspects of STRs include providing renters with alternative lodging options, provide city hotel alternatives with low city investment, visitors spend money in the community, income opportunity and increased value to owners, and limited impact on neighbors and neighborhoods. Negative aspects include security concerns over having multiple occupants per week or month, cleaning crews coming and going, noise higher in volume due to the number of guests or the nature of using the property, and large groups could result in over parking and traffic issues.

Some actions related to high regulation/permitting by other cities:

- Post information to web site – map or list
- Notify property owners within 200 feet; include contact name and number
- Good neighbor brochure for renters (Galveston and Coppell examples attached)
- In person orientation of city rules including noise ordinance
- Termination notice to let city know when unit is no longer a rental
- Monitor sources of advertisement/require permit number to be included
- Permits posted on site
- Contact person available 24/7 to resolve issues
- Penalty for not registering, violations

Once direction is received, staff would draft ordinance and establish necessary procedures with applicable departments.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Short Term Rental Comparison
2. Galveston Good-Neighbor-Brochure
3. Coppell Information Brochure for Renters
4. STR Workshop Slides

Short Term Rental Comparison

City	Annual Fee	HOT	24/7 Local Contact	Good Neighbor/ Renter Brochure	Site Inspections	Insp fee	Letter to Neighbors	Published on Web Site	Occupancy Restrictions
Clear Lake Shores (2020)	\$250-\$1000 (based on occupancy	Yes	Yes	No	Yes	No	No	No	Yes
Dickinson	n/a	Yes	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Kemah (2022)	450*	Yes	Yes	No	Yes	No	No	Yes - list	Yes
League City (2023)	\$300	Yes	No	No	Yes	No	No	No	Yes
Pearland (2022)	\$75	Yes	Yes	No	Yes	\$100	No	Yes - map	Yes
Galveston (2015)	\$250	Yes	Yes	Yes	No	No	No	Yes	No
Coppell (2019)	\$50; \$25 for owners 65 Years+	Yes	Yes	Yes	Yes	No	Yes	Yes - map	Yes
Denton (2019)	\$100	Yes	Yes	Yes	Yes	No	Yes	No	Yes

*\$150 credit for approved on-site sound level monitoring and recording device

WELCOME

LIVE LIKE A LOCAL; BE RESPONSIBLE LIKE A LOCAL.

We are pleased you've chosen to spend your vacation on Galveston Island. Galveston is famous for its 32 miles of sandy beaches and a rich history that spans back hundreds of years. There's so much to see and do that it would be impossible to do it all in one trip, so we hope to see you again soon!

Vacation rentals have become a popular option for families, and what better way to get to know Galveston than to live like a local? By choosing to stay in a short-term rental, you will be living among the many residents who call Galveston home.

This brochure outlines ways you can be a good neighbor during your stay. Please show consideration for your neighbors and remember to park in your designated spaces and refrain from creating loud disturbances—and of course, enjoy your stay!



PROPERTY INFO

Property Name

Property Address

GVR #

Local Contact Telephone

Parking Information

Trash Pickup Day

IMPORTANT

If you or your guests are disruptive to the community and/or in violation of city laws, you and your guests are subject to citation, fine, or more serious penalties.

For more information about city ordinances, go to galvestontx.gov.



For more information about how to enjoy your stay, go to VISITGALVESTON.COM



GOOD NEIGHBOR POLICIES FOR VACATION RENTAL GUESTS

BEING A VACATION RENTER ALSO MEANS BEING A GOOD NEIGHBOR



This brochure highlights the ways that you can be a good neighbor during your stay. Please remember that you are a guest in a residential community and be respectful of your neighbors who value a quiet and safe place to live. Thank you and enjoy your stay on our beautiful island!





WHAT TO KNOW ABOUT YOUR NEIGHBORHOOD

QUIET HOURS ARE BETWEEN 10 P.M. AND 7 A.M. ACCORDING TO CITY ORDINANCE.

Keep the volume of music and your voices at a reasonable level throughout the day. Homes in Galveston are very close together! Be mindful of open windows and doors during your stay, as the sound may carry and be heard by others.

The number of overnight guests cannot exceed the property's posted occupancy, and remember that large groups, receptions, and events are not permitted at rental properties without prior approval in writing.

The City of Galveston provides a 24/7 contact number that neighbors may call to file a complaint. Noise and over-occupancy disturbances can result in fines and possible eviction.

Trash pickup information is provided by your property manager and included on this brochure. Please keep trash confined to designated receptacles.

WHERE TO PARK

Parking is limited in Galveston's historic neighborhoods, and you may notice that many of the historic homes do not have garages or driveways. The residents in your neighborhood also need a place to park by their homes. Please keep in mind when your property manager tells you where to park and how many cars are allowed.

Rental unit parking is limited to one space per guest room; two on-street spaces may be counted towards the total allowed parking. All other guest vehicles must be parked off the street. **West End beach houses** allow a maximum of four cars to park in the driveway.

Do not park in a neighbor's driveway, block a driveway or fire lane, or park in a way that would impact access to other's homes. If your car does not fit in the driveway, do not encroach on a sidewalk, a yard, or the street. Parking in an alley is illegal in Galveston.

If your neighborhood includes designated "Permit Parking Only," the property manager will provide permits during your stay, which are to be left at the property upon check-out.

STAYING WITH A PET?

If your rental allows pets, please be mindful of their temperament if you choose to leave your furry friends in the home. Loud barking or whining dogs disturb your neighbors and create complaints that may result in citations. Do not leave your pet in a vehicle, especially during the hot summer months—it is illegal.

All dogs must be on a leash whenever they are in any open public areas, including on the seawall and the beach, and please remember to dispose of your pet's waste. If you would like to let your dog off the leash, please visit one of our dog parks in Kempner Park or Fish Village.



City of Coppell Required Short Term Rental Informational Brochure for Renters

Rental Property Address:

Property Owner's Name & 24-Hour Contact Number:

Property Owner's Local Contact Name & 24-Hour Contact Number (when the owner is outside of Coppell during the rental period):

Location of Fire Extinguisher:

Max. Number of Occupants Approved for this STR:

Max. Number of vehicles that can be parked on the property without encroaching into the right-of-way (street, sidewalk, alley):

Additional Parking Restrictions:

Emergency Police, Fire, Medical: 911

Non-emergency Police: 972-304-3600

Non-emergency Fire: 972-304-3512

Instructions for obtaining severe weather, natural or manmade disaster alerts or updates: www.weather.gov, www.coppelltx.gov, local news channels

Noise restrictions: *See the Anti-Noise Ordinance on the back of this sheet.*

Trash and Recycle Collection and Container Placement: Alley Pick Up Select from drop down.

Trash days are Monday and Thursday of each week. Recycle day is on Wednesday of each week. Containers may be placed in the appropriate right-of-way area no earlier than the morning before the scheduled pickup day and the containers must be placed back on private property no later than the morning after the scheduled collection day.

Additional Instructions from the property owner:

ARTICLE 9-13. - ANTI-NOISE CODE

Sec. 9-13-1. - Noises interfering with enjoyment of property or public peace and comfort.

No person shall make or cause to be made any loud and raucous noise in the city which is offensive to the ordinary sensibilities of the inhabitants of the city, which noise renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

Sec. 9-13-2. - Specific acts deemed loud and raucous.

The following acts, among others, are declared to create loud and raucous noises, and shall be deemed a violation of this article, and such specific acts are presumed to be offensive to the ordinary sensibility of the inhabitants of the city, but such enumeration shall not be deemed to be exclusive:

- A. The sounding of any horn or signal device on any automobile, motorcycle, bus, streetcar or other vehicle, except as a danger signal, as required by state law.
- B. The playing of any radio, phonograph, or musical instrument in such a manner, or with such volume as to disturb the peace, quiet, comfort, or repose of persons in any dwelling, apartment, hotel or other type of residence.
- C. The keeping of any animal or fowl which emits or makes a loud, raucous noise.
- D. The use of any automobile, motorcycle, streetcar, bus or vehicle so out of repair or so loaded, which emits or creates loud grating, grinding or rattling noise or vibrations.
- E. The discharge into the open air of the exhaust from any motor vehicle except through a muffler, or other device, which will effectively and efficiently prevent loud and raucous noises.
- F. The shouting and crying of peddlers, hawkers and vendors which disturbs the quiet and peace of the neighborhood.
- G. The use of any drum or other instrument or sound amplifying equipment for the purpose of attracting attention by the creation of noise, to any performance, show, sale or display of merchandise as to attract customers to any place of business.
- H. The use of mechanical loudspeakers or sound amplifiers on trucks or other moving vehicles for the purpose of advertising any show, sale or display of merchandise.
- I. Any construction activity related to the erection, excavation, demolition, alteration, or repair of any building, fence, swimming pool/spa, flat work, or accessory structure on or adjacent to a residential district or structure and use as defined in chapter 12 of the Code of Ordinances other than between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 9:00 a.m. and 7:00 p.m. on Saturdays, Sundays and legal holidays, except that the city manager or designee may issue a written permit to exceed these hours in the case of urgent necessity in the interest of public safety or for other reasons determined by the city manager or designee to be necessary for the public health, safety or welfare. For purposes of this section, "legal holidays" include New Year's Day (January 1), Memorial Day (observed date), Fourth of July (July 4), Labor Day (observed date), Thanksgiving Day (observed date), and Christmas Day (December 25).

Short Term Rentals (STR)

Questions to think about...



What type of regulation?

Do any councilmembers have feedback on the STR regulation approach?

Are there best practices from other cities that the councilmembers would like to see implemented?

Are there any additional research steps you would like staff to take?



Short Term Rentals (STR)

What is a Short Term Rental (STR)?

- Rental of any residential structure, or portion of a residential structure, for a period of less than 30 days in areas zoned for residential uses
- Generally, do not include bed and breakfasts, hotels, extended stay hotels, motels, corporate apartments, dormitories, or boarding houses



Short Term Rentals (STR)

In Friendswood...

Approximately 10 that we can locate online; probably more

Complaints...

One location – noise complaint (2022) and parking complaint (2021)

CDD – received complaints about same location at the counter; no formal action taken

Hotel Occupancy Tax (HOT)

County and State do not collect tax; up to city to collect

State...6%; City...7%



Short Term Rentals (STR)

What are other cities doing?

City	Annual Fee	HOT	24/7 Local Contact	Good Neighbor /Renter Brochure	Site Inspections	Insp fee	Letter to Neighbors	Published on Web Site	Occupancy Restrictions
Clear Lake Shores (2020)	\$250-\$1000 (based on occupancy)	Yes	Yes	No	Yes	No	No	No	Yes
Dickinson	n/a	Yes	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Kemah (2022)	450*	Yes	Yes	No	Yes	No	No	Yes - list	Yes
League City (2023)	\$300	Yes	No	No	Yes	No	No	No	Yes
Pearland (2022)	\$75	Yes	Yes	No	Yes	\$100	No	Yes - map	Yes
Galveston (2015)	\$250	Yes	Yes	Yes	No	No	No	Yes	No
Coppell (2019)	\$50; \$25 for owners 65 Years+	Yes	Yes	Yes	Yes	No	Yes	Yes - map	Yes
Denton (2019)	\$100	Yes	Yes	Yes	Yes	No	Yes	No	Yes

*\$150 credit for approved on-site sound level monitoring and recording device



Short Term Rentals (STR)

Some actions related to high regulation/permitting by other cities:

- Post information to web site – map or list
- Notify property owners within 200 feet; include contact name and number
- Good neighbor brochure for renters
- In person orientation of city rules including noise ordinance
- Termination notice to let city know when unit is no longer a rental
- Monitor sources of advertisement/require permit number to be included
- Permits posted on site
- Contact person available 24/7 to resolve issues
- Penalty for not registering, violations



Short Term Rentals (STR)

What type of regulation?



Level of Regulation	Impact to Staff/City
Low – no registration or permit; allow property owners to self-report taxes.	ASO process tax payments.
Moderate – registration for tax collection purposes.	CDD permitting; ASO process tax payments.
High – annual permit with inspections and collection of taxes.	CDD permitting – new software module; ASO process payments; FMO/CDD – inspections. PD/CDD/FMO – enforcement.



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: February 5, 2024

Date submitted: 12/05/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive and discuss an update regarding Mobile Food Vendors.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Mobile vendors...to allow or not to allow?

Since COVID, food trucks and other types of mobile food and drink services have become more popular and more common.

Currently, a business is required to have a brick-and-mortar building or permanent structure to operate a business. Food trucks and other vendors are allowed if invited by a business owner for a permitted special event. We also allow food truck parks...an establishment on a tract of land that would provide parking spaces and utilities for the mobile units, as well as parking for customers, restrooms for customers and mobile unit workers, and a place to sit, preferably a shaded area in our climate!

Our current ordinance has allowed us to be successful in the removal of clothing and household item donation boxes. These are for profit businesses locating boxes throughout communities and then collecting items and reselling for a profit. Donations at these boxes is not monitored daily and often time, items that will not fit in the boxes get left sitting beside them. If the boxes are full, items also get left sitting outside the boxes.

Allowing mobile vendors would not be limited to just food trucks. Mobile vendors could also include food carts, tents and vehicles selling crafts, blankets, rugs, neon signs, sports memorabilia, or refrigerated trucks selling meat, donation boxes, etc. Some concerns about allowing mobile vendors are availability of restrooms, trash disposal, parking, parking on other people's properties, and the number of units once they are allowed. Mobile vendors could impact existing brick and mortar stores if they are selling the same type of products without the costs of occupying a permanent structure. Illegal signage such as flag banners and signs placed in the right-of-way is a concern.

Some benefits of mobile vendors would be increased sales tax. Mobile vendors should pay sales tax to the municipality where they make a sale. Additionally, mobile vendors would provide more options for start-up businesses and provide more of a variety of goods for residents for purchase.

Do we want to allow mobile vendors? Just food vendors (this would be more difficult)?

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. Mobile Vendors

Mobile Vendors

Questions to think about...



What type of regulation?

Do any councilmembers have feedback on the mobile vendor regulation approach?

Are there best practices from other cities that the councilmembers would like to see implemented?

Are there any additional research steps you would like staff to take?



Mobile Vendors

What are Mobile Vendors ?

Food trucks

Coffee trailers

Food carts

Tents/vehicles

Refrigerated Trucks

Windshield Repair

Donation Boxes



Mobile Vendors

Currently Allowed

- Special events hosted by a business owner...
 grand openings, food truck Friday, festivals
- Vendor at City and Chamber of Commerce events
- Farmers Market
- Food Truck Park – provide parking spaces and utilities for food trucks, restrooms for patrons and employees, drink station, trash, and seating



Mobile Vendors

*Clothing Donation Boxes – we have been successful in having these removed with our current ordinance.



Mobile Vendors



Pros

- Increased Sales Tax
- Variety of products
- Opportunity for start-up businesses
- State and County Health District Regulations (food vendors)



Cons

- Aesthetics such as generators, tents
- Restroom availability
- Number of units throughout the City
- Parking on property without owner's consent
- Illegal signage - flag banners, etc.
- Competition to brick & mortar stores



Mobile Vendors

Questions and Discussion...



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: February 5, 2024

Date submitted: 01/18/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Presentation and discussion regarding Replacement of Ladder Truck.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In 2023 the FVFD began to research the replacement for the 2000 Pierce ladder truck. The replacement of the ladder truck is on the FVFD Capital Equipment plan for replacement in FY 2025.

At the meeting, staff will workshop our options and subsequent lead time to procure a replacement fire engine.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Aerial Apparatus Presentation replacement T21



Tower-21

Friendswood Volunteer Fire Department



Goals and Needs Assessment

- “...to provide the highest level of service to our citizens at the greatest value” –City of Friendswood
- Meet and comply with industry standards NFPA 1500, 1901, and 1720
 - Provide for civilian and firefighter safety
- Increased number of multi-story buildings inside the City of Friendswood
- Operation and Maintenance cost reduction
 - \$264,000 in maintenance cost after 15-year life mark
 - Frequent and prolonged out of service time for retrofitting

T-21 Specifications

- Rear mounted ladder
- 100-foot-long reach
- Platform basket
- “Quint” fire apparatus
- Additional equipment storage
- Updated safety features
- Warranty program



Apparatus Deployment

- Training for new apparatus functions will be provided department wide by distributor
- Standard Operating Guideline for emergency response will not need to be updated for deployment and use
 - To include interdepartmental and interagency uses
- Monitor emergency responses and event uses to gather feedback from members and stakeholders
- Monitor operations and maintenance cost to compare records to FVFD apparatus

Tower 21 Replacement

2000 Pierce Quint Ladder Truck

- Currently on the FVFD Capital Plan for replacement in FY 2025

Volunteer Committee established for recommendation

- Brent Cockerham
- Nathan Kohn
- T.J. Gonzales
- Dan Sindelar
- Brad Magness
- Jon Harkness
- Thomas Kromis

Assessment

Spec - Build	Pierce	Spartan	Rosenbauer
Build Months	39	20	21
Proposal Expiration	01/31/24	01/21/24	02/01/24
Extension	03/31/24	01/31/24	03/31/24
Bid Proposal Price	2,193,856	2,033,663	2,034,229
Gold Leaf Lettering	Included	8,000	8,000
Grille Flag	Included	1,500	Included
Leather Seats	Included	350	350
Jack Cameras	Included	5,500	5,500
Headsets	Included		10,000
Add L/R Storage	Included	6,000	6,000
Contingency 40K	Included	30,000	40,000
Incidentals 10K	Included	10,000	10,000
Bumper 1.75 Disch	Included	5,000	Included
Pike Poles	Included	5,000	Included
Transmission Retarder	***	(19,000)	***
10" Raise Cab	Included	10,000	Included
Speedlay Trays	Included	Not Available	Included
Allison 4500 Tansm	Included	Not Available	Included
Generator	Not Requested	Included	Included
Side Cab E/O Comp Door	Included	Not Available	Included
Double Side Fuel	Included	Not Available	Included
Total Bid Price	2,193,856	2,096,013	2,114,079

2024 Tower-21 Purchase Proposal

The Friendswood Volunteer Fire Department is requesting support for a capital purchase to replace existing Tower-21.

The Truck Committee is recommending the Pierce Custom Enforcer 100' Aerial Platform.

Total Cost of this project is \$2,193,856.

Thank You



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 5, 2024

Date submitted: 01/19/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding Retired Chief Wieners receiving the Helping Hand Award.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Scott Gordon (Cole Gordon Helping Hand Foundation) advised that Retired Chief Wieners was nominated for, and awarded, the Helping Hand award at the Chamber of Commerce Gala this past January.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. thumbnail_image001



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: February 5, 2024

Date submitted: 01/19/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding the Friendswood Police Department hosting a Texas Narcotics Officers Association training.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recently, the Friendswood Police Department hosted a Texas Narcotics Officers Association training session for a number of different law enforcement agencies. During the two-day training period, those officers in attendance not only gained knowledge, but got to try out many of our local restaurants.

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: February 5, 2024

Date submitted: 01/17/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding Impact Fees.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

During the January City Council meeting, staff was directed to bring back an item in February to discuss possible waivers of impact fees under certain conditions.

Staff has evaluated the options afforded to municipalities [via state law] and will update Council at the meeting as part of the City Manager's Report.

Please see the attached memo from the City Attorney.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Waiver of Impact Fees

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: February 5, 2024

Date submitted: 12/22/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider authorizing the approval of an Interlocal Agreement with the Harris-Galveston Area Council in relation to the Friendswood Parkway Corridor Study.

Originating Department: Engineering

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

In October 2021, the City was awarded a \$250,000 corridor planning study through Houston-Galveston Area Council's (H-GAC) Unified Planning Work Program (UPWP) for the Planning Phase of Friendswood Parkway between FM 528 and FM 2351. From there, the corridor will tie into Pearland Parkway at its current southern terminus. The route will be a four-lane concrete curb and gutter roadway with medians and a storm sewer system.

The planning study will review possible alignments and identify the preferred alignment. The alignment will be determined based on factors including property acquisition, cost, public input, utility locations, environmental impacts, and future traffic projections. H-GAC will lead the project and has contracted a consultant team to complete the planning study. The City will provide information/data needed for the project and assist with the public involvement process. The consultant will determine the best dates for public meetings and will receive input from the public. Residents of Friendswood will have their opportunity to voice their support or concerns at these meetings. Public input will be an integral part of the process.

This project has received support from multiple entities in the area, including Galveston County, Brazoria County, and the City of Pearland.

This Interlocal Agreement will allow the City to work in partnership with H-GAC. There is no local contribution required from the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

A preferred alignment for Friendswood Parkway will be determined through this study. Residents of Friendswood will be a key stakeholder whose input will be sought. There will be public meetings which residents may attend to hear and review progress on the study.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Intergovernmental Agreement with H-GAC

2. Letters of Support

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Intergovernmental Agreement - Interlocal - City of Friendswood - Transportation - ID: 11470

INTERLOCAL AGREEMENT REGIONAL STRATEGIC TRANSPORTATION FUND

THIS INTERLOCAL AGREEMENT (“Agreement”), is made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and the City of Friendswood, (the Local Government Authority) having its principal place of business at 910 S. Friendswood Dr. These entities are hereby defined as the Parties to this Agreement.

WITNESSETH:

WHEREAS, the Houston-Galveston Area Council (H-GAC) is a regional planning commission operating under Chapter 391 Texas Local Government Code;

WHEREAS, H-GAC, in partnership with the Texas Department of Transportation (TxDOT) and other regional stakeholders, is planning to conduct a Corridor Study, a Mobility Study, or a Throughfare Plan, as detailed further in the attached Scope of Work document and included as Attachment A herein;

WHEREAS, the Local Government Authority has agreed to participate in the study or plan as detailed in the attached Scope of Work document,

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, H-GAC and the Local Government Authority are authorized to enter into agreements to perform governmental functions and services, and under Texas Local Government Code § 391.005, H-GAC and the Local Government Authority are authorized to contract together for H-GAC to perform certain services for the Local Government Authority.

NOW, THEREFORE, H-GAC and the Local Government Authority do hereby agree as follows:

Article 1: Legal Authority

Both Parties mutually agree that they each possess adequate legal authority to enter into this Agreement. The Local Government Authority warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect the Local Government Authority’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant,

Article 2: Applicable Laws

H-GAC and the City of Friendswood agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.

Article 3: Performance Period

This Agreement shall be performed during the period which begins 03/01/24 and ends 10/31/25. All services and/or deliverables under this Agreement must be rendered within this performance period unless extended by mutual consent through a written amendment to this Agreement.

Article 4: Whole Agreement

This Interlocal Agreement and attachments, as provided herein, constitute the complete Agreement between the Parties hereto, and supersedes any and all oral and written agreements between the Parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the Parties.

Article 5: Independent Parties

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Local Government Entity. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Local Government Entity the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government, or vice versa.

Article 6: Party Liability

Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, contractors, subcontractors, agents, representatives, or assigns of the other Party in connection with the Agreement, and the Parties covenants and agree, to the extent permitted by law, that each shall be solely responsible for, and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, contractors, subcontractors, agents, representatives, or assigns, in connection with the Agreement.

Article 7: Scope of Services

The work to be performed by the H-GAC and City of Friendswood is detailed further in the Scope of Work, Attachment A, included herein with this Agreement.

Article 8: Payment

If applicable, the Local Partner agrees to provide a contribution of \$0.00. This will be known as the "Total Local Match/Contribution." If applicable, a Local Contribution will be made to the Regional Strategic Transportation Fund in an amount equal to 50% of the Total Local Match/Contribution, and the Local Partner will provide documentation that 50% of the Total Local Match/Contribution in Local Partner freed up funds was committed to transportation activities within the jurisdiction. Additional details regarding the exact amount of the funding committed, if applicable, can be found in the attached Budget document to this Agreement. As per the Interlocal Cooperation Act, each Party paying for the performance of governmental functions or services must make those payments from current revenues available.

Article 9: Retention of Records

The City of Friendswood and H-GAC shall maintain all records pertinent to this Agreement, and all other financial, programmatic, statistical, property, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

Article 10: Audit

Notwithstanding any other audit requirement, H-GAC and City of Friendswood agree that expenditures of cumulative state or federal funds exceeding seven-hundred fifty thousand dollars (\$750,000.00) in a fiscal year shall be subjected to audit in compliance with 2 CFR 200.

Article 11: Amendments

Any changes in the Agreement provisions or obligations of the parties hereto shall be enacted by written amendment and executed by both parties.

Article 12: Termination Procedures

The H-GAC and City of Friendswood acknowledge that this Agreement may be terminated for Convenience or Default.

A. Convenience

Either Party may terminate this Agreement at any time, in whole or in part, with or without cause, whenever the Parties determines that for any reason such termination is in the best interest, and by providing written notice by certified mail to the other Party. Upon receipt of notice of termination, all services hereunder shall cease to the extent specified in the notice of termination.

Either Party may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to the other Party via certified mail. Neither Party may give notice of cancellation after it has received notice of default from the other Party.

B. Default

In the event of default, this Agreement may be terminated for the following scenarios:

- (1) If the performing Party fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the performing Party fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances the performing Party does not cure such failure within a period of ten (10) business days (or such longer period of time as may be authorized and agreed upon by the Parties in writing) after receiving written notice by certified mail of default.

Article 13: Severability

The Parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Article 14: Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the performing party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended

until such disability to perform is removed. In the event of force majeure, the affected Party must provide the other Party written notice of force majeure and the estimated impact to performance of this Agreement.

Article 15: Ownership of Material

Except as may be specified in the Special Provisions (if applicable) and Scope of Work, all data, reports, research, etc., developed by the performing Party as a part of its work under this Agreement, shall be shared with the other Party upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished by the performing Party at no charge and upon request and in the format specified.

Article 16: Subcontracting

If City of Friendswood uses subcontractors, City of Friendswood shall apply the terms and conditions indicated in this Agreement and the Scope of Work to any subcontracted work. City of Friendswood shall at all times be responsible for the performance of its subcontractors. No term or agreement of City of Friendswood agreement with any Subcontractor shall alter the terms and conditions of this Agreement. City of Friendswood remain responsible for the work of its subcontractors.

Article 17: Federal Compliance

Local Government Entity agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Local Government Entity shall notify each potential subcontractor or supplier of the Local Government Entity's federal compliance obligations. These may include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 18: Texas Public Information Act

The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code. §§ 552.001 *et seq.*, as amended (the "Act"). Since both Parties are subject to the Act, each shall be entitled to release any and all information necessary to comply with Texas law without the prior written consent of the other. In the event a Party to this Agreement receives a written request for information pursuant to the Act that affects one right, title to, or interest in any information or data or a part thereof under this Agreement, then the Party receiving the request shall promptly notify the other Party to this Agreement of such request. The Party receiving the request may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. The Party receiving the request is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. The Party receiving the request solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Article 19: Universal Identifier and System for Award Management (SAM)

The Local Government Entity agrees to comply with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. The Local Government Authority understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

Article 20: Procurement of Recovered Materials

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Local Government Authority must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42

U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Article 21: Definitions

Unless otherwise stated in this Agreement, words which have well-known technical, or industry meanings are used in accordance with such recognized meaning.

Article 22: Choice of Law - Venue

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

Signatures

This Agreement, in duplicate originals, has been executed by the Parties hereto as follows:

City of Friendswood

Signature

Name Mike Foreman

Title Mayor

Date

H-GAC

Signature

Name Chuck Wemple

Title Executive Director

Date

Attachment A

H-GAC and Sponsor Responsibilities for Friendswood Parkway Corridor Study

H-GAC will lead the project and contract with a consultant team to complete the planning study. It is expressly understood and agreed that the City of Friendswood has provided a local contribution of \$0 to meet their financial obligations and that the entity shall reserve such funds to fulfill their obligation under this Agreement. The City of Friendswood shall not be obligated to incur additional expense or reserve additional funding beyond the amount identified in the Interlocal Agreement (ILA).

The local sponsor (City of Friendswood) will provide information/data needed for the project, identify a contact to participate in project team meetings, and assist with the public involvement process. Upon completion of the study, the local sponsor will accept the plan and implement the recommendations. A breakdown of responsibilities for each task is listed below as a guide but is not limited to the list.

It is expressly understood and agreed that the City of Friendswood shall provide an annual update on the implementation status of the recommended project(s)/policy in Friendswood Parkway Corridor Study to H-GAC staff.

	H-GAC	Sponsor
Existing Conditions Data	1. Provide necessary resources and data needed to consultant team. 2. Provide input on methodology and external data.	1. Provide data/information on known road projects, planning studies, proposed developments, etc. as needed.
Public Involvement	1. Develop and manage project website. 2. Promote project information and public involvement activities on all H-GAC communication platforms.	1. Provide list of potential Steering Committee members and Stakeholders. 2. Assist with distributing public meeting information. 3. Assist with identifying and securing meeting locations.
Recommendations and Implementations	1. Review the identified recommendations and provide feedback. 2. Monitor recommendation implementation for program reporting	1. Review the identified recommendations and provide feedback. 2. Determine appropriate adoption or final incorporation by the Local Sponsor jurisdiction. 3. The Local Sponsor will implement the recommendations within the study area and provide an annual update on the ongoing implementation status.

Final product	1. Work with Local Sponsor to determine how the final document will be approved/adopted. (i.e., City Council Presentation, Commissioners Court, or other). 2. Present the final product to Transportation Advisory Committee (TAC) and Transportation Policy Council (TPC).	1. Review and provide comments on the final draft document(s). 2. Local Sponsor will approve/adopt final study product by City Council, Commissioners Court, or other.
---------------	---	--

Certificate Of Completion

Envelope Id: 9F954C54582C44979E10347E321B59FD	Status: Sent
Subject: Intergovernmental Agreement - Interlocal - City of Friendswood - Transportation - ID: 11470	
Source Envelope:	
Document Pages: 8	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Houston-Galveston Area Council
Time Zone: (UTC-06:00) Central Time (US & Canada)	3555 Timmons Lane, Suite 120
	Houston, TX 77027
	contracts@h-gac.com
	IP Address: 12.11.127.21

Record Tracking

Status: Original	Holder: Houston-Galveston Area Council	Location: DocuSign
12/21/2023 3:47:55 PM	contracts@h-gac.com	

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Mike Foreman		Sent: 12/21/2023 3:49:09 PM
mayor@friendswood.com		Resent: 1/22/2024 1:58:28 PM
Security Level: Email, Account Authentication (None)		Resent: 1/22/2024 2:00:56 PM
		Viewed: 1/22/2024 2:08:43 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Charles Wemple
charles.wemple@h-gac.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Jil Arias	COPIED	Sent: 12/21/2023 3:49:08 PM
jarias@friendswood.com		Viewed: 12/21/2023 3:59:10 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Jil Arias	COPIED	Sent: 1/22/2024 1:58:27 PM
jarias@friendswood.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Jil Arias jarias@friendswood.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/22/2024 2:00:55 PM Viewed: 1/22/2024 2:08:37 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	12/21/2023 3:49:08 PM
Envelope Updated	Security Checked	1/22/2024 1:58:26 PM
Envelope Updated	Security Checked	1/22/2024 1:58:26 PM
Envelope Updated	Security Checked	1/22/2024 1:58:26 PM
Envelope Updated	Security Checked	1/22/2024 1:58:26 PM
Envelope Updated	Security Checked	1/22/2024 1:58:26 PM
Envelope Updated	Security Checked	1/22/2024 1:58:26 PM
Envelope Updated	Security Checked	1/22/2024 2:00:54 PM
Envelope Updated	Security Checked	1/22/2024 2:00:54 PM
Envelope Updated	Security Checked	1/22/2024 2:00:54 PM
Envelope Updated	Security Checked	1/22/2024 2:00:54 PM
Envelope Updated	Security Checked	1/22/2024 2:00:54 PM
Envelope Updated	Security Checked	1/22/2024 2:00:54 PM

Payment Events	Status	Timestamps
----------------	--------	------------



City of Pearland

3519 Liberty Drive
Pearland, Texas 77581
Tel: 281.652.1662
pearlandtx.gov

April 7, 2021

Houston-Galveston Area Council
UPWP@h-gac.com

Re: Call for Planning Projects FY 2022-2023 Unified Planning Work Program (UPWP)

Dear Houston-Galveston Area Council (HGAC):

This letter is to support the application by the City of Friendswood for the Planning Phase of Friendswood Lakes Boulevard Extension project in response to the Call for Planning Projects FY 2022-2023 Unified Planning Work Program sponsored by the HGAC.

Friendswood Lakes Boulevard would be extended from its current terminus at Farm-to-Market Road 528, northwest to the Galveston/Brazoria County line where it will become Pearland Parkway, intersect with FM 2351, and continue near the Pearland Regional Airport until it reaches the southern terminus of Pearland Parkway approximately 1900 feet of the airport at Dixie Farm Road.

The City of Friendswood's study will incorporate any presently available work completed by affected stakeholders and will confirm the alignment in Brazoria County/Pearland. The City of Friendswood would lead this planning study and work closely with the City of Pearland, Brazoria County, and Galveston County. Any necessary agreements between the entities will be executed upon confirmation of funding.

This initiative is of regional significance and will provide a greater level of mobility for residents in the area. In addition, it will serve to provide an alternate to Interstate 45 and FM Road 518 for evacuations near the Gulf Coast.

Sincerely,

J. Kevin Cole
Mayor
City of Pearland



Ken Clark

County Commissioner, Precinct 4
County of Galveston

Galveston County Annex
174 Calder Road, League City, Texas 77573

April 6, 2021

Houston-Galveston Area Council
Via Email: UPWP@h-gac.com

Re: Call for Planning Projects FY 2022-2023 Unified Planning Work Program (UPWP)

Dear Houston-Galveston Area Council (HGAC):

This letter is to support the application by the City of Friendswood for the Planning Phase of Friendswood Lakes Boulevard Extension project in response to the Call for Planning Projects FY 2022-2023 Unified Planning Work Program sponsored by the HGAC.

Friendswood Lakes Boulevard would be extended from its current terminus at Farm-to-Market (FM) Road 528, northwest to the Galveston/Brazoria County line where it will become Pearland Parkway, intersect with FM 2351, and continue near the Pearland Regional Airport until it reaches the southern terminus of Pearland Parkway approximately 1900 feet of the airport at Dixie Farm Road.

The City of Friendswood's study will incorporate any presently available work completed by affected stakeholders and will confirm the alignment in Brazoria County/Pearland. The City of Friendswood would lead this planning study, and work closely with the City of Pearland, Brazoria County, and Galveston County. Any necessary agreements between the entities will be executed upon confirmation of funding.

This initiative is of regional significance and will provide a greater level of mobility for residents in the area. In addition, it will serve to provide an alternate to Interstate 45 and FM Road 518 for evacuations near the Gulf Coast.

Sincerely,

A handwritten signature of Ken Clark, consisting of a stylized 'K' followed by 'en Clark'.

Ken Clark

281-236-3309 • 409-766-2244 • Fax 409-765-2915

Matt Hanks, J.D., P.E.
COUNTY ENGINEER

Trey Haskins, P.E., CFM
ASST. COUNTY ENGINEER

(979) 864-1265
Office



Clay Forister, P.E., CFM
ASST. COUNTY ENGINEER

Karen McKinnon, P.E., CFM
ASST. COUNTY ENGINEER

(979) 864-1270
Fax

BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515
www.brazoriacountytx.gov

April 5, 2021

Houston-Galveston Area Council
UPWP@h-gac.com

Re: Call for Planning Projects FY 2022-2023 Unified Planning Work Program (UPWP)

Dear Houston-Galveston Area Council (HGAC):

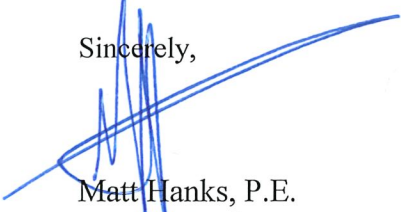
This letter is to support the application by the City of Friendswood for the Planning Phase of Friendswood Lakes Boulevard Extension project in response to the Call for Planning Projects FY 2022-2023 Unified Planning Work Program sponsored by the HGAC.

Friendswood Lakes Boulevard would be extended from its current terminus at Farm-to-Market Road 528, northwest to the Galveston/Brazoria County line where it will become Pearland Parkway, intersect with FM 2351, and continue near the Pearland Regional Airport until it reaches the southern terminus of Pearland Parkway approximately 1900 feet of the airport at Dixie Farm Road.

The City of Friendswood's study will incorporate any presently available work completed by affected stakeholders and will confirm the alignment in Brazoria County/Pearland. The City of Friendswood would lead this planning study and work closely with the City of Pearland, Brazoria County, and Galveston County. Any necessary agreements between the entities will be executed upon confirmation of funding.

This initiative is of regional significance and will provide a greater level of mobility for residents in the area. In addition, it will serve to provide an alternate to Interstate 45 and FM Road 518 for evacuations near the Gulf Coast.

Sincerely,


Matt Hanks, P.E.
County Engineer

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: February 5, 2024

Date submitted: 01/18/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider authorizing the purchase of a ladder fire truck from Siddons Martin Emergency Group, LLC, through the Houston-Galveston Area Council, for the Friendswood Volunteer Fire Department.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The 2000 Pierce Quint ladder truck is due for replacement and is earmarked in the Friendswood Volunteer Fire Department (FVFD) Capital Equipment Plan for FY 2025. The FVFD is seeking commitment from council for the future purchase of the ladder truck so assembly can start.

FVFD recommends the purchase of a Pierce-Custom Enforcer 100' Aerial Platform for the amount of \$2,191,856. The build/delivery date is expected to take 39 months. Payments will not be made until receipt of the equipment in FY 2027.

This truck will be purchased through capital lease financing. The financing proposals will be presented to council at a date closer to the expected receipt date.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Council approval of this request will allow production of this fire truck to start, with a completion date in approximately 39 months.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Pierce Proposal Letter
2. All Truck Comparison Data

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

December 1, 2023

FRIENDSWOOD VOLUNTEER FIRE
DEPARTMENT
1000 S FRIENDSWOOD DR
FRIENDSWOOD, TX 77546



Proposal For: 2023 Friendswood Tower

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1174 - Pierce-Custom Enforcer Aerial, Platform 100' (Unit Price - \$2,191,856.00)	
Delivery within 38-39 months of order date	
QUOTE # - SMEG-0006760-1	
	Vehicle Price \$2,191,856.00
1174 - UNIT TOTAL	\$2,191,856.00
	SUB TOTAL \$2,191,856.00
	HGAC FS12-19 (FIRE) \$2,000.00
	TOTAL \$2,193,856.00

Price guaranteed until 1/31/2024

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Cory Frankum

I, _____, the authorized representative of FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

Dims - Weight		Pierce		Spartan		Rosenbauer
Length		46'-9"		49'-9"		48'-6"
Width		8'-0"		8'-4"		8'-5"
Height		12'-3"		12'-7"		12'-1"
Weight - Est In-Service		80,424		85,554		84,890
Wheel Base		22'-3"		21'-7"		21'-10"
C/L Duals - Rear Bumper		13'-2"		15'-3"		14'-0"
C/L Front Axle - Bumper		7'-4"		8'-3"		8'-7"
Compartment Space		178 Cu Ft		186 Cu Ft		297 Cu Ft
Water		470 Gal		400 Gal		400 Gal
Foam		30 Gal		30 Gal		20 Gal

Spartan ***Based on 1000 feet of 5" Hose Bed. Will gain space if reduced

Pierce*** Add 60 Cu Ft for custom coffin boxes on body

Rosenbauer***Add 15-20 Cu Ft for Transverse Compartment

Pierce***Will gain compartment space if tank reduced

Spec - Build	Pierce	Spartan	Rosenbauer
Build Months	39	20	21
Proposal Expiration	01/31/24	01/21/24	02/01/24
Extension	03/31/24	01/31/24	03/31/24
Bid Proposal Price	2,193,856	2,033,663	2,034,229
Gold Leaf Lettering	Included	8,000	8,000
Grille Flag	Included	1,500	Included
Leather Seats	Included	350	350
Jack Cameras	Included	5,500	5,500
Headsets	Included		10,000
Add L/R Storage	Included	6,000	6,000
Contingency 40K	Included	30,000	40,000
Incidentals 10K	Included	10,000	10,000
Bumper 1.75 Disch	Included	5,000	Included
Pike Poles	Included	5,000	Included
Transmission Retarder	***	(19,000)	***
10" Raise Cab	Included	10,000	Included
Speedlay Trays	Included	Not Available	Included
Allison 4500 Tansm	Included	Not Available	Included
Generator	Not Requested	Included	Included
Side Cab E/O Comp Door	Included	Not Available	Included
Double Side Fuel	Included	Not Available	Included
Total Bid Price	2,193,856	2,096,013	2,114,079

***This is not firm, but what the vendor anticipates - Possible 3%-5% increase beginning 2nd Quarter - Sooner for Spartan

***Deduct this item on Spartan to be standard with Aggressive Downshift Option on Piecre and Rosenbauer

Ext Warranty Listings		Pierce		Spartan		Rosenbauer
Bumper to Bumper		1		2		1
Engine		5		5		5
Structural Chassis Frame		50		50		Lifetime
Front Axle		3		3		5
Rear Axle		5		-		5
ABS		3		-		-
Structural Cab		10		10		10
Paint/Corrosion Cab-Body		10		10		5
Electronics - Command		5		2		4
Transmission		5		5		5
Roll up Doors		6		-		-
Pump		7		7		7
Plumbing		10		10		10
Aerial Structural		20		20		25
Aerial Swivel - Water		5		-		-
Hydraulic Seals		3		3		-
Hydraulics System		5		-		-
Aerial Waterway		10		10		-
Paint/Corrosion Aerial		4		-		1
Emission Systems		-		5		-
Frame Rail Corrosion		25		25		25
Compartment Lights		-		5		-
Pump Panel Discharge Valves		10		10		-

** Spartan 2nd Year is assumed Limited per verbage

**Need Clarification from Pierce

*** All (-) Marks are assumed (1) Year Only

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: February 5, 2024

Date submitted: 01/09/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment III" 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 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 third set for fiscal year 2023-2024.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Recommend approval of the ordinance and exhibits covering Budget Amendment III 2023–2024.

ATTACHMENTS

1. Ordinance - Budget Amendment No. III
2. FY24 BA III Exhibit A 02-05-2024
3. FY24 BA III Exhibit B 02-05-2024 v3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2023-20, PASSED AND APPROVED AUGUST 28, 2023, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2023-24, BY APPROVING "BUDGET AMENDMENT III" 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. 2023-20, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2023-24"; 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 2023-24; 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 2023-24," is hereby amended for municipal purposes as shown on "Budget Amendment III" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" attached hereto. Said Budget Amendment III shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

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

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

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

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 5th day of February, 2024.

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 FY2023-2024
Budget Amendment III
February 5, 2024**

1. **Unencumbered Capital, \$9,471.** Re-appropriate funds budgeted for capital expenditures in fiscal year 2022-23; but not expensed at fiscal year-end September 30, 2023. Goods and Services will be received and expensed in fiscal year 2023-24. Section 8.06 of the City Charter allows for funds appropriated for capital expenditure to remain in force for up to three years if unencumbered or until the intended purpose is accomplished.
2. **2017 CDBG-DR (Galveston County) Grant Reimbursement, \$16,681.** Appropriate funds received from the CDBG-DR (Galveston County) grant program for the Frenchman's Creek Acquisition Project relocation costs. The City received a reimbursement of \$16,681 for relocation costs related to reimbursement request # 7 on November 30, 2023. The relocation expenses were incurred in FY23 and were ratified by council at the January 8, 2024 City council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
3. **Friendswood Regional Stormwater Detention Basin, \$7,045,767.** Appropriate funds for the City's remaining costs of the Friendswood Regional Stormwater Detention Basin. The City signed an Interlocal Agreement in October 2022 with Galveston County, Galveston County Consolidated Drainage District and the Harris County Flood Control District (the "District") to construct an off-line stormwater detention basin on land parcels owned by the District and Harris County adjacent to FM 1959 along the northern bank of Clear Creek. The total estimated cost of the project is \$32,453,298 and the City's total portion of the project is \$8,000,000. The funding source will be the 2023 General Obligation Improvement Bonds.
4. **Storm Water Management Funds, \$5000.** Transfer the budget in the General Fund for storm water management from the Community Development department to the Engineering department. The duties of storm water management are being reassigned from Community Development to Engineering beginning in FY24.
5. **Friendswood City Center Development Drainage Project, \$1,475,417.** Appropriate funds for the first draw on the City's portion of the drainage improvements within the Friendswood City Center Public Improvement District. An agreement with Madison Development Corporation was approved at the January 8, 2024 City Council meeting. The agreement commits funds toward the construction of an offline detention project as part of the City Center Development located on the north side of Clear Creek, south of FM 528, and west of Bay Area Boulevard. The total estimated cost of the drainage project is \$6,880,375 and the City's total portion of the project is not to exceed \$5,000,000. The funding source will be the 2023 General Obligation Improvement Bonds.

City of Friendswood				
February 5, 2024				
2023-2024 Budget Amendment III - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	131-0000-30300		Appropriate unassigned fund balance to assist the Friendswood Volunteer Fire Department with the upfit of a new vehicle	(9,471)
1	131-2201-422.8300	EMS208.A46	Appropriate unassigned fund balance to assist the Friendswood Volunteer Fire Department with the upfit of a new vehicle	9,471
2	124-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (GC) Moss Point relocation costs - RR#7	(16,681)
2	124-26010		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (GC) Moss Point relocation costs - RR#7	16,681
2	001-14028		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (GC) Moss Point relocation costs - RR#7	(16,681)
2	001-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (GC) Moss Point relocation costs - RR#7	16,681
3	258-0000-30100		Appropriate 2024 General Obligation Improvement Bonds for the Friendswood Regional Stormwater Detention Basin construction costs	(7,045,767)
3	258-7001-431.8591	DRAIN2023.002	Appropriate 2024 General Obligation Improvement Bonds for the Friendswood Regional Stormwater Detention Basin construction costs	7,045,767
4	001-3528-424.7842		Transfer storm water management funds from Community Development to Engineering for reassigned duties	(5,000)
4	001-3770-431.7842		Transfer storm water management funds from Community Development to Engineering for reassigned duties	5,000
5	258-0000-30100		Appropriate 2024 General Obligation Improvement Bonds for drainage improvements with the Friendswood City Center Public Utility Improvement District	(1,475,417)
5	258-7001-431.8530		Appropriate 2024 General Obligation Improvement Bonds for drainage improvements with the Friendswood City Center Public Utility Improvement District	1,475,417

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: February 5, 2024

Date submitted: 01/24/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider on first reading an ordinance approving a rate adjustment for solid waste collection and disposal.

Originating Department: Administrative Services

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On March 8, 2022, a Franchise Agreement was entered into between the City and Waste Connections of Texas (the "Service Provider") to grant to the Service Provider the franchise, license and privilege to collect, haul and recycle or dispose of municipal solid waste and recyclable materials within the City's corporate limits. On the anniversary date of this Agreement, the Service Provider may request a rate increase for changes in the Consumer Price Index for all Urban Consumers (CPI-U); increased disposal costs; increased landfill fees; changes in federal, state, or local laws, rules, or ordinances that introduce or increase fees, taxes or similar assessments; increased labor or equipment cost; or increased operational costs. The CPI-U adjustment requested this year is 6.7%. In addition to the CPI -adjustment, if the average price of diesel exceeds \$3.65 during the previous year the Service Provider on October 1st each year is entitled to a fuel adjustment. The fuel adjustment requested this year is 0.94%. The total requested rate adjustment is 7.64%.

Current rate for single family residential customers:

Monthly curbside refuse and recycling (18 gallon recycling bin): \$16.17

Monthly administrative fee (city revenue): \$1.62

Total monthly fee: \$17.79

Proposed rate for single family residential customers:

Monthly curbside refuse and recycling (18 gallon recycling bin): \$17.41

Monthly administrative fee (city revenue): \$1.74

Total monthly fee: \$19.15

The monthly increase for a single-family resident is \$1.36 per month. The cost for families who utilize a 96 gallon recycling cart is an additional \$1.45.

Rate adjustments require adoption by ordinance.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The rate adjustment will allow Waste Connections of Texas to cover the company's cost of providing solid waste management services to the City, ensuring public health and environmental safety.

RECOMMENDATIONS

Staff recommends adoption of the ordinance after two readings. The adjusted rates will be effective on utility bills generated after April 1, 2024.

ATTACHMENTS

1. Ordinance - Franchise Rate Increase
2. Exhibit A - Waste Connections of Texas Rate Adjustment
3. Rate Adjustment Request Letter - December 13, 2023
4. 2022 03 08 Franchise Agreement for Municipal Waste and Recycling with Waste Connections of Texas

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, CONSENTING TO THE RATE ADJUSTMENT REQUESTED BY WASTE CONNECTIONS OF TEXAS, LLC, D/B/A WASTE CONNECTIONS OF TEXAS, TO OFFSET ITS INCREASED COST IN CONNECTION WITH PERFORMING SERVICES UNDER THE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF FRIENDSWOOD; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, on March 4, 2022, the City Council authorized on its second and final reading the Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Friendswood (the "Franchise Agreement") with Waste Connections of Texas, LLC, d/b/a Waste Connections of Texas ("Waste Connections") for a term of three (3) years, commencing on April 1, 2022; and

WHEREAS, the Franchise Agreement provides for two annual adjustments – one to offset Waste Connections' increased cost in connection with performing services under the Franchise Agreement (the "Rate Adjustment") and the other to reflect the cost of fuel, based prescribed formula and the U.S. Energy Administration/Department of Energy published price for Diesel Fuel - Gulf Coast Region (the "Fuel Cost Adjustment"); and

WHEREAS, on December 20, 2023, Waste Connections requested the following rate increases:

Adjustment	Adjustment
Rate Adjustment	6.7%
Fuel Cost Adjustment	0.94%

; and

WHEREAS, pursuant to Section 10 of the Franchise Agreement, in order for the Rate Adjustment to take effect, the City Council must approve the same; and if the City fails to consent to the increase after Waste Connections demonstrates that such an increase is necessary to offset its costs, Waste Connections may terminate the Franchise Agreement; and

WHEREAS, the City Council believes that Waste Connections has demonstrated that the Rate Adjustment based upon the CPI-U is necessary in order to offset its costs of providing services pursuant to the Franchise Agreement; and

WHEREAS, the City Council recognizes that no approval of the Fuel Cost Adjustment is required so long as the same is consistent with the formula prescribed in the Franchise Agreement; 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 City Council of the City of Friendswood hereby consents to the Rate Adjustment of 6.7%, as requested by Waste Connections of Texas, LLC, d/b/a Waste Connections of Texas, in order to offset its increased cost in connection with performing services under the Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Friendswood. This Rate Adjustment along with the Fuel Cost Adjustment shall be effective for the first billing cycle after April 1, 2024. The rates with these adjustments are reflected in the schedule which is attached as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. All ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 4. 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 5. This ordinance shall take effect immediately from and after its passage on second reading by the City Council of the City of Friendswood, Texas.

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 5th day of February, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on second and final reading this 4th day of March, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit A
City of Friendswood
Solid Waste Schedule
Effective April 2024

Rate Increase of 7.64%

2024

Total Residential Bag-96 gal Cart/18 gal Recycle Bin	\$17.41 per month
Additional 18 gallon recycle bin	\$8.54 per month
Total Residential Bag-96 gal Cart/96 Gal Recycle Cart	\$18.73 per month
Light Commercial Collection 1x Week	\$41.85 per month
Light Commercial Collection 2x Week	\$62.78 per month

Commerical Rate Schedule

Lifts Per Week

Container Size	1	2	3	4	5	6	Extra-Lifts
95 Gal Container	\$ 41.78	\$ 62.67					
2 Cubic Yd.	\$ 102.43	\$ 121.07	\$ 204.69	\$ 286.36	\$ 375.64	\$ 473.00	\$ 19.22
3 Cubic Yd.	\$ 117.61	\$ 154.38	\$ 285.82	\$ 399.84	\$ 524.46	\$ 660.43	\$ 28.83
4 Cubic Yd.	\$ 118.07	\$ 155.29	\$ 287.20	\$ 401.67	\$ 526.77	\$ 663.16	\$ 38.43
6 Cubic Yd.	\$ 133.65	\$ 240.98	\$ 349.51	\$ 459.89	\$ 582.47	\$ 698.86	\$ 57.64
8 Cubic Yd.	\$ 236.08	\$ 364.04	\$ 466.04	\$ 621.26	\$ 793.80	\$ 953.71	\$ 76.83

Extras

Type of Container	Monthly Cost
Container w/Casters	\$ 6.63
Containers with Locks or G	\$ 9.95
Recy Container - 6 cubic yd	\$ 92.87
Recy Container - 8 cubic yd	\$ 112.77

Extra Lifts

Container Size	Per Extra Lift
95 Gal	n/a
2 cubic yds.	\$ 19.22
3 cubic yds.	\$ 28.83
4 cubic yds.	\$ 38.44
6 cubic yds.	\$ 57.64
8 cubic yds.	\$ 76.83



WASTE CONNECTIONS INC.
Connect with the Future®

December 13, 2023
City of Friendswood
Attn: Morad Kabiri, City Manager
910 S. Friendswood Drive
Friendswood, Texas 77546

RE: Annual Rate Adjustment

Dear Morad Kabiri

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Friendswood. We thoroughly enjoy and appreciate the relationship between Waste Connections and Friendswood.

Each year we evaluate the CPI-U and PADD 3 fuel prices, and costs per our contract with the city. This year the CPI-U adjustment is 6.7% and the fuel adjustment is .94% for a total rate adjustment of 7.64%. I have enclosed further details of these adjustments with this letter.

We would like to adjust these rates on the March billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 281-331-0810.

Best Regards,

Zachary Ryan
District Manager
Waste Connections of TX
Zachary.Ryan@wasteconnections.com

Rate Adjustment	Percentage Increase
Fuel Adjustment	0.94% **See tab Fuel Adjustment for the calculation and data
CPI-U	6.70% **See tab CPI-U for supporting documentation
Total Rate Adjustment	7.64%

Economic News Release

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by detailed expenditure category

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by detailed expenditure category, November 2023

1982=100, unless otherwise noted.

Expenditure category	Relative importance Oct. 2023	Unadjusted percent change		Seasonally adjusted percent change			
		Nov. 2022-2023	Oct. 2023-Nov. 2023	Aug. 2023-Sep. 2023	Sep. 2023-Oct. 2023	Oct. 2023-Nov. 2023	Nov. 2023-Dec. 2023
Garbage and trash collection(049)	0.306	6.7	0.7	-0.1	0.1	0.7	0.7

Link to Website
<https://www.bls.gov/news.release/cpi.t02.htm>

10. Rate Adjustment.

- (a) *Rate Adjustments.* On each anniversary date of this Agreement, the Service Provider may request an increase in the rates charged by the Service Provider for the Services from the City to account for changes in costs incurred by the Service Provider, including, but not limited to, changes in the Consumer Price Index for all Urban Wage Earners; increased disposal costs; increased landfill fees; changes in federal, state, or local laws, rules, or ordinances that introduce or increase fees, taxes or similar assessments; increased labor or equipment cost; or increased operational costs. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon one hundred twenty (120) days written notice to the City.

BLND_EPRCDXUL0_PTE_
R00_CPG

Weekly Gulf Coast No
2 Diesel Ultra Low
Sulfur (0-15 ppm)
Retail Prices (Dollars
per Gallon)

Date	4.287
Jan 02, 2023	4.223
Jan 09, 2023	4.224
Jan 16, 2023	4.32
Jan 23, 2023	4.351
Jan 30, 2023	4.249
Feb 06, 2023	4.15
Feb 13, 2023	4.15
Feb 20, 2023	4.1
Feb 27, 2023	4.077
Mar 06, 2023	3.998
Mar 13, 2023	3.93
Mar 20, 2023	3.882
Mar 27, 2023	3.887
Apr 03, 2023	3.883
Apr 10, 2023	3.875
Apr 17, 2023	3.873
Apr 24, 2023	3.754
May 01, 2023	3.613
May 08, 2023	3.593
May 15, 2023	3.579
May 22, 2023	3.555
May 29, 2023	3.489
Jun 05, 2023	3.469
Jun 12, 2023	3.465
Jun 19, 2023	3.532
Jun 26, 2023	3.51
Jul 03, 2023	3.468
Jul 10, 2023	3.505
Jul 17, 2023	3.506
Jul 24, 2023	3.64
Jul 31, 2023	3.64
Aug 07, 2023	3.66
Aug 14, 2023	4.095
Aug 21, 2023	4.095
Aug 28, 2023	4.169
Sep 04, 2023	4.171
Sep 11, 2023	4.172
Sep 18, 2023	4.152
Sep 25, 2023	4.291
Oct 02, 2023	4.279
Oct 09, 2023	4.139
Oct 16, 2023	4.114
Oct 23, 2023	4.189
Oct 30, 2023	4.115
Nov 06, 2023	4.052
Nov 13, 2023	3.927
Nov 20, 2023	3.841
Nov 27, 2023	3.793
Dec 04, 2023	3.737
Through Oct 4 AVG	3.91

Link to Website
https://www.eia.doe.gov/dnav/pet/bpt_prl_gnd_dculs_b30_w.htm

Base Rate: \$ 3.65
PADD: \$ 3.91
Difference: \$ 0.26
Difference/Base Rate: 0.0712
Fuel Cost Adjustment: 0.942%

(b)

Fuel Cost Adjustment. Beginning on October 1, 2022, and on each October 1 thereafter, the Service Provider shall adjust all the rates herein if, during the previous Calendar Year, the average price of diesel exceeded \$3.65 per gallon (the "Base Price"). Each adjustment

shall become effective on October 1 and remain effective throughout the applicable Contract Year. The average price of diesel fuel will be determined by reference to the U.S. Energy Administration/ Department of Energy published price for diesel fuel - gulf coast region. The following website (or any successor website) will be the source for such information:

http://onto.eia.doe.gov/coal/info/yahd_pldiesel_detail_report_combined.asp

The average price of diesel fuel for each Calendar Year (each, an "Annual Average Price") shall be the average of the weekly fuel prices published for each week during the Calendar Year.

The fuel cost adjustment for any Contract Year (each, a "Fuel Cost Adjustment") shall be the product of (i) 13.20% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Annual Average Price and the denominator of which is the Base Price. In the event the Annual Average Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to all rates herein. In the event the Annual Average Price is less than the Base Price, the Fuel Cost Adjustment shall be a downward adjustment to all rates herein. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined herein) shall not apply to the Fuel Cost Adjustment.

**FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS
IN THE CITY OF FRIENDSWOOD, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Franchise Agreement (this "Agreement") is made and entered into as of the 8th day of May 2022, by and between Waste Connections of Texas, LLC, d/b/a Waste Connections of Texas, a Delaware limited liability company (the "Service Provider"), and the City of Friendswood, Texas (the "City") to grant to the Service Provider the franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials (as such terms are defined herein) within the City's corporate limits subject to all applicable federal, state, and local laws.

1. Defined Terms.

The following terms, as used herein, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Automated Collection Service means the collection of garbage or trash with the use of a Standard Automated Side-Loader Truck.

Automated Service Container means a rolling, molded plastic container, issued by the Service Provider, equipped with a lid, capable of holding not more than 95 gallons, and designed to be collected by means of a Standard Automated Side-Loader Truck operated by a single person without the necessity of leaving the cab of such truck.

Bag means a plastic sack, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top.

Bulky Item means any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

Bundles means items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers, and tree trimmings.

Business Day means any day that is not a Saturday, a Sunday, or a Holiday.

Calendar Year means the period beginning January 1 and ending on the succeeding December 31.

City Manager means the City Manager of the City of Friendswood or his designated representative.

Commercial Unit means any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, and warehouses.

Construction and Demolition Waste means Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

Container means any receptacle, designed to hold between eighteen (18) gallons and forty (40) cubic yards of Solid Waste and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. The term "container" includes, but is not limited to, dumpsters, Roll-Offs and Roll-Outs.

Contract Year means the period beginning April 1 and ending on the succeeding March 31.

Curbline means an imaginary line drawn along the edge of the pavement on either side of a public street. The term "Curbline" shall include the area three (3) feet beyond said imaginary line on the residents' side of the line.

Green Waste means items derived from plants such as grass, leaves, tree trimmings, and branches. The term "Green Waste" does not include any item exceeding four (4) inches in diameter or 48 inches in length. Green Waste must be placed in paper bags or Bundles.

Handicapped Residential Unit means any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager.

Hazardous Waste means Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order, or regulation, including but not limited to radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material.

Holidays means the following days:

- (1) New Year's Day (January 1st),
- (2) Memorial Day,
- (3) Independence Day (July 4th),
- (4) Labor Day,
- (5) Thanksgiving Day, and
- (6) Christmas Day (December 25th).

Industrial Unit means any manufacturing, mining, or agricultural facility that generates and accumulates Municipal Solid Waste during, or as a result of, its operations.

Landfill means any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit means any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste means Solid Waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, or manufacturing, mining, or agricultural operations. The term "Municipal Solid Waste" does not include and specifically excludes Construction and Demolition Waste or Hazardous Waste.

Recyclable Materials means

- (1) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags, or other paper;
- (2) Glass bottles and jars (excluding mirrors, windows, ceramics, and other glass products);
- (3) Metal cans composed of tin, steel, or aluminum (excluding scrap metal); and
- (4) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

Recycling Bin means a Container with eighteen (18) gallons of capacity and provided by the Service Provider for the collection of Recyclable Materials.

Recycling Cart means a Roll-Out provided by the Service Provider for the collection of Recyclable Materials.

Residential Unit means any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off means a Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out means a Container with ninety-six (96) gallons of capacity.

Single-Family Residential Unit means any residential dwelling that is designed for and inhabited by a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Solid Waste has the meaning ascribed to it by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

Standard Automated Side-Loader Truck means a truck manufactured or configured to permit the driver to collect the garbage and rubbish from Automated Service Containers, placed at the Curbline, by means of a mechanical device operated by the driver without the necessity of leaving the cab of the truck.

White Good means any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bathtub, heater, hot water heater, refrigerator, sink, or washer and dryer.

2. Franchise Grant.

The City hereby grants to the Service Provider, in accordance with the City's charter, ordinances, and regulations governing the collection, hauling, recycling, and disposal of Municipal Solid Waste and Recyclable Materials, the franchise, license and privilege to collect, haul, and recycle or dispose of Municipal Solid Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties, and acknowledges and agrees that, to the extent allowed by law, the Service Provider shall be the sole provider of such Services. The Service Provider accepts such franchise and agrees to perform all work and services herein in a timely manner with the care and skill ordinarily used by other providers practicing under the same or similar circumstances, time, and locality. Service Provider may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages.

3. Operations.

(a) *Scope of Operations.* It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers or Bags by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, as they now exist or are hereinafter amended during the term of this Agreement (the "Services").

(b) *Nature of Operations.* The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, and recycling or disposal of Municipal Solid Waste and Recyclable Materials, the title to all Municipal Solid Waste and Recyclable Materials collected, hauled, and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

4. Single-Family Residential Unit Collections.

(a) *Single-Family Residential Units.* The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units twice per week; provided, that (i) such Municipal Solid Waste is placed in Containers not exceeding thirty-two (32) gallons or fifty (50) pounds or Bags not exceeding 50 pounds, and (ii) such Containers and Bags are placed within five (5) feet of the curbside or right-of-way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. Except as provided in Section 4(d), the Service Provider shall not be responsible for providing Containers for the collection of Municipal Solid Waste to Single-Family Residential Units. The Service Provider shall not be responsible for any damage to a Single-Family Residential Unit's Container that is not caused by the negligence of the Service Provider.

The Service Provider will collect Recyclable Materials from Single-Family Residential Units once per week; provided, that (i) such Recyclable Materials are placed in Recycling Bins or Recycling Carts, and (ii) such Recycling Bins or Recycling Carts are placed within five (5) feet of the curbside or right-of-way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for the collection of Recyclable Materials placed in Recycling Bins or

Recycling Carts. Any Single-Family Residential Unit that generates Recyclable Materials in an amount greater than the capacity of two (2) Recycling Bins will be required to utilize Recycling Carts. The Service Provider shall be compensated for this additional service as provided for in Section 9(a) hereto. Single-Family Residential Units must comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Single-Family Residential Unit fails to do so, Service Provider may decline to collect such materials as Recyclable Materials and collect and dispose of the same as Municipal Solid Waste without being in breach of the Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third-party facilities.

- (b) *Excess or Misplaced Municipal Solid Waste.* The Service Provider shall only be required to collect a maximum of either two (2) Recycling Bins or one (1) Recycling Cart from any Single-Family Residential Unit. Additionally, the Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers or Bags. Municipal Solid Waste and Recyclable Materials in excess of the maximum aggregate limit above, in excess of the Containers' or Bags' limits, or placed outside or adjacent to the Containers or Bags will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion.
- (c) *Handicapped Residential Units.* Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.
- (d) *Automated Collection Service.* From May 1, 2022, to December 31, 2022, the Service Provider shall collect Municipal Solid Waste from certain Single-Family Residential Units designated by the City Manager twice per week via a Standard Automated Side-Loader Truck; provided, that such Municipal Solid Waste is placed in an Automated Service Container within the Curbline no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall be responsible for providing Automated Service Containers for the collection of Municipal Solid Waste to Single-Family Residential Units designated by the City Manager. It is expressly understood and agreed that the Automated Collection Service may be terminated upon written notice by the City Manager; provided such service has been continuously provided to the designated Single-Family Residential Units for at least six (6) months. If terminated the designated Single-Family Residential Units shall receive Services in accordance with the remaining provisions of this Section 4.

5. Commercial, Industrial and Multi-Family Residential Unit Collections.

The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and Multi-Family Residential Units up to six (6) times per week, as provided for in Section 9(b) hereof. The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid

Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9(b) hereof. The parties acknowledge and agree that the Service Provider shall not be responsible to City for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Single-Family, Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to the private pavement, unless such damage is caused by Service Provider's negligence or willful misconduct. Commercial, Industrial or Multi-Family Residential Units must comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Commercial, Industrial or Multi-Family Residential Unit fails to do so, Service Provider may decline to collect such materials as Recyclable Materials and collect and dispose of the same as Municipal Solid Waste without being in breach of the Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third-party facilities.

6. Special Collections and Services.

- (a) *Municipal Locations.* The Service Provider will provide, at no cost to the City, up to an aggregate number of eighteen (18) Containers to collect Municipal Solid Waste and/or Recyclable Materials at certain municipal locations within the City once or twice per week, as needed. Specifically, the provisions of this Section 6(a) shall apply to the following locations:

Location	# of Containers	Type of Container	# of Collections per Week	Type of Collection
Friendswood City Hall	1	6 yards	2	Municipal Solid Waste
	1	6 yards	1	Municipal Solid Waste
Friendswood Public Safety Building	1	8 yards	1	Municipal Solid Waste
	1	8 yards	1	Municipal Solid Waste
Friendswood Public Library	1	6 yards	2	Municipal Solid Waste
	1	8 yards	1	Municipal Solid Waste
Friendswood Public Works	2	4 yards	1	Municipal Solid Waste
	1	6 yards	1	Municipal Solid Waste
Friendswood Activities Building	1	8 yards	1	Municipal Solid Waste
Friendswood Fire Station #1	1	6 yards	2	Municipal Solid Waste
Friendswood Fire Station #2	1	6 yards	1	Municipal Solid Waste

Location	# of Containers	Type of Container	# of Collections per Week	Type of Collection
Friendswood Fire Station #3	1	4 yards	1	Municipal Solid Waste
Friendswood Fire Station #4	1	8 yards	1	Municipal Solid Waste

Additionally, the Service Provider will provide, at no cost to the City, an adequate number of Recycling Carts or front-load Containers to collect Recyclable Materials at the City parks; the Service Provider shall decide, in its sole discretion, which type of Containers to use in providing such services.

- (b) *Special Events.* The Service Provider will provide, at no cost to the City, an adequate number of Containers to collect Municipal Solid Waste at the following special events in the City: City's Spring Sparkle, Fall Haul-A-Day, Independence Day Celebrations, and Santa in the Park; provided, that the City gives the Service Provider reasonable prior written notice of the date of such special event as well as the number of Containers that will be required.
- (c) *Port-O-Lets.* The Service Provider shall provide Port-O-Lets during the Independence Day Celebrations and Little League Opening Day. Additionally, the Service Provider shall provide five (5) Port-O-Lets at Centennial Park, as needed.
- (d) *Friendswood ISD Recycling.* The Service Provider shall provide, at no cost to the City, collection for Recyclable Materials to all Friendswood ISD schools located in the City limits. The Service Provider shall determine the type/size of the Containers and the frequency of the collections.

7. **Bulky Items and Green Waste.**

- (a) *Pre-Arranged Collections.* The Service Provider will collect Bulky Items and Green Waste from Single-Family Residential Units once per week, as designated by the Service Provider; provided, that the Bulky Items or Green Waste (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (ii) are reasonably contained, and (iii) do not have any individual item exceeding fifty (50) pounds in weight. The Service Provider shall only collect Green Waste that has been placed in paper bags designed for the disposal of Green Waste or secured in a bundle weighing less than fifty (50) pounds with no item measuring more than 48 inches. The Service Provider shall only be responsible for collecting, hauling, and recycling or disposing of Bulky Items and Green Waste from those Single-Family Residential Units that have complied with this Section 7(a) and Section 1. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.
- (b) *Negotiated Collections.* It is understood and agreed that the service provided under Section 7(a). does not include the collection of Bulky Items and Green Waste comprised of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual

basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

8. Title to Equipment.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider; however, Single-Family Residential Units, Commercial, Industrial, and Multi-Family Units shall have care, custody, and control of the equipment while at the service locations. Units shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Units must provide unobstructed access to the Containers on the scheduled collection day. Any Container provided by a Single-Family Residential Unit for the collection of Municipal Solid Waste shall remain the property of such Single-Family Residential Unit.

9. Rates and Fees.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

- (a) *Single-Family Residential Unit Services.* For the Services provided to Single-Family Residential Units under Section 4(a) hereof, the Service Provider shall charge (i) \$15.20 per month for each Single-Family Residential Unit that has one (1) Recycling Bin, plus a one-time fee of \$7.46 for one (1) additional Recycling Bin. The Service Provider shall charge \$16.35 per month for each Single-Family Residential Unit receiving the Services provided under Section 4(a). and utilizing one (1) Recycling Cart instead of Recycling Bins. Except as provided for in Section 9(d), these rates apply to all Single-Family Residential Units located within the City's corporate limits.
- (b) *Commercial, Industrial and Multi-Family Residential Unit Services.* For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the following rates:

Container	Collections per Week					
	1	2	3	4	5	6
95 Gallon	\$36.54	\$54.82	N/A	N/A	N/A	N/A
2 Cubic Yards	\$89.43	\$105.71	\$178.73	\$250.03	\$327.98	\$413.00
3 Cubic Yards	\$102.69	\$134.80	\$249.56	\$349.12	\$457.93	\$576.65
4 Cubic Yards	\$103.09	\$135.59	\$250.76	\$350.72	\$459.95	\$579.04
6 Cubic Yards	\$116.70	\$210.41	\$305.17	\$401.55	\$508.58	\$610.20
8 Cubic Yards	\$206.13	\$317.86	\$406.92	\$542.45	\$693.10	\$832.72

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge the following amounts per collection per Container:

Container size	Per Extra Lift
95 Gallon	N/A
2 Cubic Yards	\$16.78
3 Cubic Yards	\$25.17
4 Cubic Yards	\$33.56

Container size	Per Extra Lift
6 Cubic Yards	\$50.33
8 Cubic Yards	\$67.08

Additionally, the Service Provider shall provide the following features to Commercial, Industrial or Multi-Family Residential Units at the stated monthly cost:

Type of Container	Monthly Cost
Container with Casers	\$5.79
Containers with Locks or Gates	\$8.69
Recycling Container – 6 Cubic Yards	\$81.09
Recycling Container – 8 Cubic Yards	\$98.46

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits.

- (c) *Roll-Off Services.* The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9(c) must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, a franchise fee shall not apply to the services set forth in this Section 9(c).
- (d) *Automated Collection Services.* For Automated Collection Services provided to Single-Family Residential Units under Section 4(d) hereof, the Service Provider shall charge (i) \$15.20 per month for each Single-Family Residential Unit that has one (1) Recycling Bin, plus a one-time fee of \$7.46 for one (1) additional Recycling Bin. The Service Provider shall charge \$16.35 per month for each Single-Family Residential Unit receiving the Services provided under Section 4(a) and utilizing one (1) Recycling Cart instead of Recycling Bins.

10. Rate Adjustment.

- (a) *Rate Adjustments.* On each anniversary date of this Agreement, the Service Provider may request an increase in the rates charged by the Service Provider for the Services from the City to account for changes in costs incurred by the Service Provider, including, but not limited to, changes in the Consumer Price Index for all Urban Wage Earners; increased disposal costs; increased landfill fees; changes in federal, state, or local laws, rules, or ordinances that introduce or increase fees, taxes or similar assessments; increased labor or equipment cost; or increased operational costs. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon one hundred twenty (120) days written notice to the City.
- (b) *Fuel Cost Adjustment.* Beginning on October 1, 2022, and on each October 1 thereafter, the Service Provider shall adjust all the rates herein if, during the previous Calendar Year, the average price of diesel exceeded \$3.65 per gallon (the "Base Price"). Each adjustment

shall become effective on October 1 and remain effective throughout the applicable Contract Year. The average price of diesel fuel will be determined by reference to the U.S. Energy Administration/ Department of Energy published price for diesel fuel - gulf coast region. The following website (or any successor website) will be the source for such information:

http://tonto.eia.doe.gov/Ioog/info/wohldpldiesel_detail_report_combined.asp

The average price of diesel fuel for each Calendar Year (each, an "Annual Average Price") shall be the average of the weekly fuel prices published for each week during the Calendar Year.

The fuel cost adjustment for any Contract Year (each, a "Fuel Cost Adjustment") shall be the product of (i) 13.20% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Annual Average Price and the denominator of which is the Base Price. In the event the Annual Average Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to all rates herein. In the event the Annual Average Price is less than the Base Price, the Fuel Cost Adjustment shall be a downward adjustment to all rates herein. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined herein) shall not apply to the Fuel Cost Adjustment.

11. Exclusions.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services. If no agreement is negotiated and the Service Provider finds what reasonably appears to be discarded Hazardous Waste, Service Provider shall promptly notify the City and the producer of the Hazardous Waste, if the producer can be readily identified. Title to and liability for any Hazardous Waste shall remain with the producer of the Hazardous Waste, even if Service Provider inadvertently collects or disposes of such Hazardous Waste.

12. Term of Agreement.

The term of this Agreement shall be for a period of three (3) years, commencing on April 1, 2022, and concluding on March 31, 2025, unless terminated earlier as provided herein. The term of this Agreement may be extended by mutual agreement of the parties.

13. Assignment.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent. For any assignment for which the City's consent is required, the City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

14. Enforcement.

The City shall take any action reasonably necessary to prevent any other Solid Waste collection company from conducting business in violation of the franchise granted herein to the extent provided by law. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

15. Processing, Billing and Fees.

- (a) *Monthly Statement.* On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 9(a) hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials within the City's corporate limits (the "Monthly Statement").

Thereafter, the City will remit to the Service Provider an amount equal to such Monthly Statement. Such remittance shall be made by the City on or before the 15th day of each month (for the immediately preceding month's service) commencing on May 15, 2022. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the service type, size, location, and number of Single-Family Residential Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

- (b) *Commercial Billing.* On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9(b) hereto from all Commercial, Industrial, and Multi-Family Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial, and Multi-Family Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials within the City's corporate limits (the "Commercial Billing"). Thereafter, the Service Provider shall remit to the City an amount equal to ten percent (10%) gross receipts collected (less tax) from the Commercial Billing (the "Franchise Fee"). Such remittance shall be made by the Service Provider on or before the 20th day of each month (for the immediately preceding month's service).
- (c) *Taxes.* In addition to the amounts billed and collected by the City under Section 15(a), the City shall also be responsible for collecting and remitting or paying any and all sales, use and service taxes assessed or payable in connection with the amounts collected under Section 15(a). In addition to the amounts billed and collected by the Service Provider under Section 15(b), the Service Provider shall also be responsible for collecting and remitting or paying any and all sales, use and service taxes assessed or payable in connection with the amounts collected under Section 15(b).
- (d) *Bad Debt; Unpaid Rates/Fees.* The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be

penalized for Services rendered that remain unpaid by any Commercial, Industrial or Residential Unit.

- (c) *Billings for Roll-Off Services.* Notwithstanding the above, the Service Provider will bill and collect from all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off Containers. The Service Provider shall not pay a Franchise Fee on any amounts collected under this Section 15(e).

16. Spillage.

The Service Provider, at its sole cost, shall immediately clean or remove all loose or spilled Municipal Solid Waste or Recyclable Materials caused by the Service Provider or released from the Service Provider's vehicle, and in any event no longer than one (1) business day after receiving notice from the City. It is understood and agreed, however, that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Recyclable Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider shall report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Recyclable Materials. Should excess Municipal Solid Waste or Recyclable Materials continue to be placed outside of the Containers, the City may require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

17. Non-Collection Notice and Follow-Up.

- (a) *Notice from the Service Provider.* It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container or Bag as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bags, Bulky Items or Green Waste out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Recyclable Materials may be collected.
- (b) *Incomplete Stops.* If there are any incomplete stops due to mechanical reasons or D.O.T. time, the dispatcher must contact the City of Friendswood and enter a service comment to reschedule the pick-up for next day. After entering the service comment. It is mandatory that these stops be serviced within 24 hours.⁴

- (c) *Notice from a Commercial, Industrial or Residential Unit.* When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste or Recyclable Materials has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

18. Hours of Service.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise approved by the City Manager in writing. The Service Provider will not be required to provide service on Sundays or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following Business Day.

19. Customer Service.

The City agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the City in its obligations under this Section 19, the Service Provider agrees to provide City Hall with a primary contact and toll-free telephone number, as well as Service Request Forms for customer service issues such as changes in service and missed collections.

20. Compliance with Applicable Laws.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to ensure compliance with this Section 20. Violations of any applicable federal and/or state law will be corrected at the Service Provider's expense. The Service Provider will pay for all applicable penalties associated therewith.

21. Vehicles and Equipment.

Vehicles used by the Service Provider for the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and local telephone numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week. Such vehicles shall be maintained throughout the term of this Agreement in an efficient

working condition, in compliance with all applicable laws and in accordance with the manufacturer's specifications. The vehicles shall be painted as often as necessary to preserve and present a well-kept appearance. The Service Provider shall have a regular preventative maintenance program.

22. Due Care.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

23. Personnel and Performance Standards.

- (a) *Employment.* The Service Provider represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. During the term of this Agreement, the Service Provider shall be responsible for the actions of its agents, servants, and employees while such agents, servants and employees are acting within the scope of their employment or agency. The Service Provider shall not deny employment to any person on the basis of race, religion, color, sex, or national origin and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded.
- (b) *Customer Service.* The Service Provider, its agents, servants, and employees shall perform the Services in a courteous, competent, and professional manner.
- (c) *Uniforms.* The Service Provider shall outfit each person performing services under this Agreement within the City with uniforms that clearly identifies him/her as a representative of the Service Provider.
- (d) *Safety.* The Service Provider shall provide each person performing services under this Agreement with appropriate safety equipment. The Service Provider shall assure that all such persons are properly trained in safe operations and have sufficient skill, ability, and experience to properly perform the duties to which they are assigned.
- (e) *Qualifications.* The Service Provider shall not assign any person to perform services under this agreement who has been convicted of a felony or any offense that designates individuals as sex offenders. The City shall have the right, using reasonable discretion, to request that an employee be barred from further work for the Service Provider in connection with this Agreement for reasons including, but not limited to, wanton, discourteous, belligerent, or unsafe behavior. The City's request shall be in writing and shall describe the reasons for the request. Upon receipt of the City's request, the Service Provider shall comply immediately by removing the individual from duties within the City.

24. Insurance Coverage.

Pursuant to this Agreement, the Service Provider shall procure and maintain at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, volunteers, employees, or subcontractors, to the extent the liabilities are assumed by Service Provider in this Agreement or exist in law or equity. The Service Provider'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

Service Provider's insurance and shall not contribute to it. Further, the Service Provider shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein. The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

Insurance	Coverage
Worker's Compensation	➤ Statutory Limits ➤ Employer's Liability \$1,000,000 ➤ Waiver of subrogation Required
Commercial General Liability	➤ Per Occurrence: \$1,000,000 ➤ Aggregate: \$2,000,000 ➤ Products & Completed Operations: \$2,000,000 ➤ Personal & Advertising Injury: \$1,000,000 ➤ Waiver of subrogation required ➤ Coverage shall be broad form CGL
Business Automobile	➤ Combined Single Limits: \$2,000,000 ➤ Coverage for "Any Auto" ➤ Waiver of subrogation required
Excess Umbrella Liability	➤ Per Occurrence: \$5,000,000 ➤ Aggregate: \$5,000,000

The following shall be applicable to all policies of insurance required herein.

- Insurance carrier must have an A.M. Best Rating of A:VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form.
- Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Service Provider agrees to provide City with at least 30 days' prior written notice if any insurance policy required herein is suspended, voided, or reduced in coverage or limits.
- The City, its officers, agents, and employees are to be added as "additional insureds" to all liability policies (excluding workers' compensation).
- Upon request and without cost to the City, certificates of insurance shall be furnished to the City.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of the Service Provider.
- The Service Provider shall provide copies of insurance certificates required hereunder to the City on or before the effective date of the Agreement and each year thereafter.
- To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation.

25. Indemnity.

THE SERVICE PROVIDER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND

ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, OR FOR ANY BREACH OF CONTRACT, TO THE EXTENT ARISING OUT OF, OR IN CONNECTION WITH THE WORK PERFORMED BY THE SERVICE PROVIDER UNDER THIS AGREEMENT, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE SERVICE PROVIDER. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE SERVICE PROVIDER AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE SERVICE PROVIDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE SERVICE PROVIDER'S OWN NEGLIGENCE OR WILLFUL MISCONDUCT, ONLY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE SERVICE PROVIDER FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT.

26. Release.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity.

27. Savings Provision.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

28. Termination.

(a) *Termination by the City.* Furthermore, the City may immediately and without notice, unless otherwise specified, terminate this Agreement if the Service Provider breaches this Agreement, which shall include, but not be limited to, the following:

- (1) By failing to pay insurance premiums, liens, claims or other charges;
- (2) By failing to pay any payments due the City, State or Federal Government from the Service Provider or its principals, including, but not limited to, payments identified in this Agreement, any taxes, fees, assessments, or liens after receiving 10 days' written notice from the City and failing to cure;

- (3) On the institution of voluntary or involuntary bankruptcy proceeding against the Service Provider;
 - (4) On dissolution of the Service Provider;
 - (5) By violation of any provision, including, but not limited to, the provision requiring sufficient or adequate machinery or equipment to provide the services, of this Agreement after receiving 30 days' written notice from the City and failing to cure; or
 - (6) By the abandonment or discontinuance of the Service Provider's operations, or any portion thereof.
- (b) *Termination by Service Provider.* The Service Provider has the right to terminate this Agreement for cause if the City breaches any provision of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice from Service Provider of the breach or default.
- (c) *Payment upon Termination.* If the City terminates the Agreement, the Service Provider shall be entitled only to payment for work satisfactorily performed as of the date of the termination.
- (d) *Retention of Liabilities.* Notwithstanding the provisions of this Article, the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any negligent act or omission or any breach of the Agreement.
- 29. Scholarships.**
Each year the Service Provider shall provide an annual \$1000.00 scholarship to one student in Friendswood High School and an annual \$500 scholarship to one student from Clear Brook High School and one student from Clear Springs High School.
- 30. House Count.**
The City and the Service Provider will conduct a count of all Single-Family Residential Units located in the City's corporate limits once per year. The parties shall mutually agree on the day and time for such count.
- 31. Fourth of July Sponsorship.**
The Service Provider agrees that for the duration of the term of the Agreement, the Service Provider shall support the City's Fourth of July Festival with an annual SEVEN THOUSAND AND 00/100 DOLLARS (\$7,000.00) donation.
- 32. Reports/Records.**
- (a) *Records.* The Service Provider shall maintain records of the amount of Municipal Solid Waste and Recyclable Materials disposed of under the terms of this Agreement, by weight or volume, as designated by the City Manager. All records related in any way to the Service Provider's services to the City shall be available for audit by the City from 8:00 a.m. to 5:00 p.m., Monday through Friday, within five (5) calendar days of a written request therefor from the City to the Service Provider. Financial records will be maintained with such adequacy so as to allow identification of the source of all revenue and expenditures related to this Agreement.
 - (b) *Transport of Recyclable Materials.* The Service Provider agrees to transport the Recyclable Materials to a registered recyclables processing center for further processing

and reclamation. Upon request, the Service Provider shall provide the City with copies of delivery/weight tickets for deliveries.

- (c) **Reports.** The Service Provider shall provide the City additional reports as may be reasonably requested by the City Manager.

33. Force Majeure.

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe or unsafe weather conditions, epidemic, pandemic, inability to access equipment, lack of adequate fuel, or judicial or governmental laws or regulations.

34. Governing Law.

This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement and venue for any legal action or proceeding arising under or relating to the franchise herein shall lie exclusively in Galveston County, Texas.

35. Notices.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

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

If to the Service Provider:

Waste Connections of Texas, LLC
827 W. Hwy 6
Alvin, TX 77511
Attn: District Manager

With Copy to:

Waste Connections of Texas, LLC
2301 Eagle Parkway, Suite 200
Ft. Worth, TX 76177

And

3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
ATTN: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

36. Performance Bond.

The Service Provider shall maintain in full force and effect during the term of this Agreement an annually renewable Performance Bond in the amount of \$250,000. The Service Provider shall be responsible for any premium payment required for the Performance Bond and maintaining such Bond throughout the term of this Agreement. A certificate showing that the Performance Bond premiums are paid in full shall accompany the original Performance Bond to be filed with the City, and such certificate shall be submitted to the City on an annual basis. The surety that issues the Performance Bond shall be authorized to do business in the state of Texas. The Service Provider shall, at all times throughout the duration of this Agreement, have a current, valid performance on file with the City.

37. Entire Agreement.

This Agreement shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by all parties hereto. Should any of the provisions contained in any of the contract documents be in conflict or inconsistent with each other, such conflict or inconsistency shall be construed in favor of the City. Furthermore, both parties expressly agree that the City Manager shall be the sole and final decision-maker should any conflict arise hereunder.

38. Commercial Practices.

The apparent silence of this Agreement or specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that the standard in the industry is to prevail and that only material and workmanship indicative of the industry standard shall be used. All interpretations of specifications shall be made on the basis of this statement.

39. Damages.

Random checks of the facilities shall be carried out during the term of this Agreement at the option of the City to ensure faithful performance and compliance with all the terms and conditions herein. The Service Provider and the City understand and agree that the failure to perform the services in the manner and pursuant to the terms of this Agreement in a timely manner may cause damage to the City. In the event that the City sustains damage(s), the City may (i) make a claim for such damages under the Service Provider's public liability, property damage insurance policy in effect, (ii) deduct the amount of such damages from any amount which is due or may become due throughout the term of this Agreement, or (iii) recover such damages from the Service Provider or the sureties on its bond, if any. All such remedies shall be cumulative, and the City shall not be required to elect any one remedy, nor shall it be deemed to have made such an election by proceeding to enforce any one remedy.

40. No Waivers.

Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an

appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

41. Independent Contractor.

It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of partners or co-partners between the parties hereto, or as constituting the Service Provider as an agent or representative of the City for any purposes or in any manner whatsoever. The relationship of the Service Provider to the City shall be that of an independent contractor.

42. No Third-Party Beneficiaries.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Service Provider and the City only.

43. No Right to Arbitration.

Notwithstanding anything to the contrary contained in this Agreement, the City and Service Provider hereby agree that no claim or dispute between the City and Service Provider 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.

44. Headings.

The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

45. Gender and Number.

Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.

46. Construction of Agreement.

The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

47. Agreement Read.

The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

48. Authority.

The officers executing this Agreement on behalf of the parties hereby confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and

the same Agreement on the 8th day of March, 2022, the date of execution by the Mayor of the City of Friendswood.

CITY OF FRIENDSWOOD

Mike Foreman
MIKE FOREMAN, Mayor

ATTEST:

Leticia Brysch
LETICIA BRYSCH, City Secretary



WASTE CONNECTIONS OF TEXAS, LLC

Chris Robert
(Signature)

Chris Robert
(Printed Name)

District Manager
(Title)

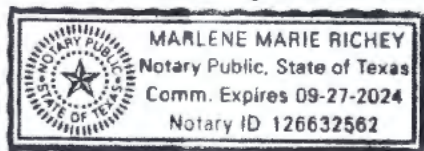
STATE OF Texas §
COUNTY OF Harris §

Before me, Marlene Marie Richey, the undersigned notary public, on this day personally appeared Chris Robert, the District Manager of WASTE CONNECTIONS OF TEXAS, LLC, d/b/a Waste Connections of Texas., on behalf of such limited liability company,

☐ known to me;
☐ proved to me on the oath of _____; or
☒ proved to me through his/her current Texas Driver's license
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}
(Check one)

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

Given under my hand and seal of office this 9th day of February, 2022



Marlene Marie Richey
Notary Public in and for the State of Texas
My commission expires: 09-27-2024

H:\Contracts\Solid Waste Franchise\Waste Collections of Texas Franchise Agreement 2022-2025.docx



City of Friendswood

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, Chris Robert, the undersigned representative of Waste Connections of Texas (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

- the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Friendswood;
- the Company does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Friendswood; and
- the Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In making this verification, I understand that the following definitions apply:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - does business with a company described by Paragraph (a).
- "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 but does not include:
 - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 09 day of 02, 2022.

Waste Connections of Texas

Company Name

Signature

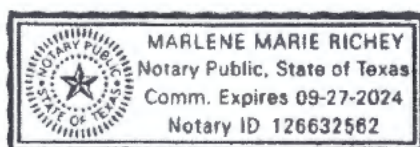
Chris Robert / District Manager

Printed Name/Title

STATE OF TEXAS
COUNTY OF HARRIS

Before me, Marlene Marie Richey, the undersigned notary public, on this day personally appeared Chris Robert, the District Manager (Title) of Waste Connections of Texas (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 9th day of February, 2022.



Marlene Marie Richey
Notary Public in and for the State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-848806

Date Filed:
02/09/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Waste Connections
Alvin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Waste Connections of Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
02092022
We provide city waste removal services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



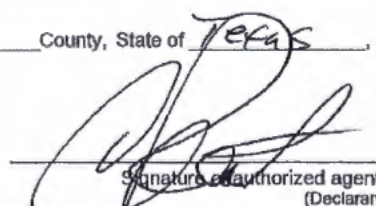
6 UNSWORN DECLARATION

My name is Chris Robert, and my date of birth is 1/1/1981

My address is 2611 Broad Reach, Marvell, TX, 77578, Brazoria
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazoria County, State of Texas, on the 09 day of 02, 2022
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

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: February 5, 2024

Date submitted: 01/16/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider a resolution ratifying and approving the City of Friendswood's application to the Office of the Governor for the FY2024 State Homeland Security Program to fund the purchase of cyanide kits for EMS ambulances and appointing the Mayor to act as the City's authorized representative for all purposes under the grant.

Originating Department: Fire Marshal

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution ratifies and approves the City of Friendswood's (the "City") application to the Office of the Governor for the FY2024 State Homeland Security Program in the amount of \$14,079.92 to fund the purchase of 8 cyanide kits for stocking Friendswood EMS ambulance, 2 kits per ambulance; and authorizing the Mayor as the City's representative to accept or affirm any grant award that may result. The kits can treat one patient each and contain one 250ml glass vial containing 59 lyophilized hydroxocobalamin for injection, sterile intravenous infusion set, sterile transfer spike, quick use reference guide, and a package insert.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If awarded, this grant would fund the purchase of cyanide kits. Allowing the Friendswood EMS to treat individuals exposed to cyanide. The kits can be shared with regional partners should a specific threat be received or during industrial accidents. Cyanide is produced during structure fires and is manufactured and transported within the region.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - SHSP Grant - Cyanide Kits for EMS

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 FY2024 STATE HOMELAND SECURITY GRANT PROGRAM IN THE AMOUNT OF FOURTEEN THOUSAND SEVENTY-NINE AND 92/100 DOLLARS (\$14,079.92) TO FUND THE PURCHASE OF CYANIDE KITS FOR EMS AMBULANCES; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, the Office of the Governor sought proposals from local governments and other eligible project sponsors for the FY2024 State Homeland Security Grant Program ("SHSP"); and

WHEREAS, the purpose of SHSP is to support state and local efforts to enhance our national resilience to absorb disruptions and rapidly recover from incidents, both natural and manmade, as well as to implement the goals and objectives included in the state's homeland security strategies and initiatives; and

WHEREAS, on January 9, 2024, the City of Friendswood submitted a grant application to the Office of the Governor for the FY2024 State Homeland Security Grant Program in the amount of FOURTEEN THOUSAND SEVENTY-NINE AND 92/100 DOLLARS (\$14,079.92) to fund the purchase of cyanide kits for EMS ambulances; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, hereby ratifies and approves the application submitted to the Office of the Governor for the FY2024 State Homeland Security Grant Program in the amount of FOURTEEN THOUSAND SEVENTY-NINE AND 92/100 DOLLARS to fund the purchase of cyanide kits for EMS ambulances.

Section 2. That the Mayor is hereby designated as the authorized representative for all purposes under the grant.

Section 3. That the Mayor of the City of Friendswood is hereby authorized to accept or affirm any grant award that may result from the above application.

Section 4. That in the event of loss or misuse of the grant funds, the City Council of the City of Friendswood hereby assures the Office of the Governor that such grant funds will be returned in full.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 5th day of February, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2024\02-05-2024\Resolution - SHSP Grant - Cyanide Kits for EMS.docx

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: February 5, 2024

Date submitted: 01/18/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider a resolution authorizing the submission of a grant application to the Office of the Governor of Texas, Public Safety Office, Criminal Justice Division, for the Bullet-Resistant Shield Grant Program and appointing the Mayor to act as the City's authorized representative for all purposes under the grant.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Police Department is requesting approval for the submission of an electronic grant application and acceptance of funding through the Office of the Governor Criminal Justice Division (CJD) for the FY25 Bullet-Resistant Shield Grant Program. If awarded, the Office of the Governor, Criminal Justice Division, will provide \$40,000 in grant funding. No matching funds or in-kind contributions are required. This will be FPD's first (1st) award under this program.

The proposed resolution not only authorizes and approves the submission of the grant application but also appoints the Mayor to act as the authorized official to apply for, accept, reject, alert or terminate the grant on behalf of the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The purpose of the FY25 Bullet-Resistant Shield Grant Program is to equip peace officers with bullet-resistant shields that can be used to combat against active shooter events as well as school shootings. In addition, this grant will ensure our law enforcement officers will be able to protect all citizens and students in all active shooter scenarios. Grant funding will be used to purchase 5 Level III shields which will be deployed throughout the City of Friendswood across all FPD shifts. FPD will provide the required Advanced Law Enforcement Rapid Response Training (ALERRT) to all officers utilizing these shields within 24 months - per requirement of the grant.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Bullet-Resistant Shield Grant Program
2. Bullet-Resistant Shield Grant application

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER THE FY25 BULLET-RESISTANT SHIELD GRANT PROGRAM; AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF GOVERNOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of the FY25 Bullet-Resistant Shield Grant Program is to equip peace officers with bullet resistant shields that can be used to combat against active shooter events as well as school shootings; and

WHEREAS, the grant funds will be used to purchase five (5) Level III shields for the Friendswood Police Department, which shields will be deployed throughout the City of Friendswood; and

WHEREAS, consistent with the Bullet-Resistant Shield Grant Program, the City will provide the required Advanced Law Enforcement Rapid Response Training (ALERRT) to all officers utilizing these shields within 24 months; and

WHEREAS, the City Council of the City of Friendswood, Texas, finds it in the best interest of the citizens of Friendswood to pursue a grant under the Bullet-Resistant Shield Grant Program from the Office of the Governor, Criminal Justice Division, for the purchase of five (5) Level III shields; NOW THEREFORE,

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

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

Section 2. The City Council of the City of Friendswood, Texas, hereby authorizes and approves the submission of a grant application, pursuant to the FY25 Bullet-Resistant Shield Grant Program, to the Office of the Governor, Criminal Justice Division, in the amount of FORTY THOUSAND NO/100 DOLLARS (\$40,000.00) for the purchase of five (5) Level III shields for the Friendswood Police Department.

Section 3. The City Council hereby designates and appoints the Mayor of the City of Friendswood as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

Section 4. That in the event of loss or misuse of the Criminal Justice Division grant funds, the City Council of the City of Friendswood hereby assures the Criminal Justice Division

of the Office of the Governor, State of Texas, that such grant funds will be returned to the Criminal Justice Division in full.

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

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 5th day of February, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Grant Number: 5022401

H:\City Council\Resolutions\2024\02-05-2024\Resolution - Bullet-Resistant Shild Grant Program.docx

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: February 5, 2024

Date submitted: 12/12/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider a resolution authorizing the submission of a grant application to the Criminal Justice Division of the Office of Governor for grant funds pursuant to the General Victim Assistance Direct Services Program; authorizing a cash and in-kind matches; and appointing the Mayor to act as the City's authorized representative for all purposes under the grant.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Crime Victim Assistance Program must reapply for funding for a 25th year. Many changes have taken place in the application process and the funding source is looking at a 40% reduction, meaning less money available for applicants and they went back to a 20% match requirement. All agencies will have to compete for funding as if they are a new applicant and they are not allowing any currently funded agencies to ask for an increase in funding. We have one of the most successful programs in Texas with a list of accomplishments that far surpass initial projections. The program we have in Friendswood is used as a model for other law enforcement agencies and we only ask for salary costs in our application. Grant applications are due February 8th at 5:00 p.m.

This resolution:

1. authorizes the submission of the grant application in the amount of \$76,908,
2. authorizes the 20% cash match in the amount of \$17,277,
3. authorizes an in-kind match in the amount of \$2,000, and
4. appoints the Mayor as the City's authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This grant addresses crime reduction, fear of crime and improving the quality of life of Friendswood citizens by responding to the psychological and emotional needs of victims and their families, neighbors and community members experiencing crime and/or trauma so that they can recover quickly and completely from the effects of victimization.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - VOCA Grant

2. FWD VOCA Grant Submission FY2025

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

WHEREAS, the City of Friendswood (the "City") desires to continue the Friendswood Police Department Crime Victim Assistance Program (the "Program"), which provides services to persons who are victims of crime; and

WHEREAS, such Program has been funded, in part, by the General Victim Assistance Direct Services Program, currently administered through the Office of the Governor, Criminal Justice Division, for more than twenty (20) years; and

WHEREAS, the Friendswood Police Department is responsible for the administration of the Program, providing direct services to victims; and

WHEREAS, the City Council of the City of Friendswood, Texas, finds it in the best interest of the citizens of Friendswood that the Program be continued; NOW THEREFORE,

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

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

Section 2. The City Council of the City of Friendswood, Texas, hereby authorizes and approves the submission of a grant application, pursuant to the General Victim Assistance Direct Services Program, to the Office of the Governor, Criminal Justice Division, in the amount of SEVENTY-SIX THOUSAND NINE HUNDRED EIGHT AND NO/100 DOLLARS (\$76,908.00).

Section 3. That pursuant to the terms of the grant referenced in Section 2 hereof, the City Council of the City of Friendswood hereby authorizes a cash match in the amount of SEVENTEEN THOUSAND TWO HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$17,227.00) and an in-kind match in the amount of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) as required by the grant application authorized in Section 1 hereinabove.

Section 4. The City Council hereby designates and appoints the Mayor of the City of Friendswood as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

Section 5. That in the event of loss or misuse of the Criminal Justice Division grant funds, the City Council of the City of Friendswood hereby assures the Criminal Justice Division of the Office of the Governor, State of Texas, that such grant funds will be returned to the Criminal Justice Division in full.

Section 6. This resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 5th day of February, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Grant Number: 1406223

H:\City Council\Resolutions\2024\02-05-2024\Resolution - VOCA Grant.docx

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: February 5, 2024

Date submitted: 12/22/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider a resolution authorizing the submission of a grant application to the Criminal Justice Division of the Office of the Governor for the FY2025 Criminal Justice Grant Program for the project titled Dispatch Console Furniture Upgrade and appointing the Mayor to act as the City's representative for all purposes under the grant.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Funding is available from the Governor's Office, FY2025 Criminal Justice Grant Program, for an equipment grant. A cash match is not required. The grant will pay 100% of the equipment budget. This process is competitive and administered by H-GAC for pass-through funds from the Office of the Governor Criminal Justice Division. A staff member has attended the mandatory grant workshop required to apply for funds.

This grant will provide funding for the cost of dispatch console furniture, which will replace existing furniture that is worn and beyond economical repair, and which will provide furnishings to support existing and budgeted positions. This proposed resolution authorizes the submission of the grant application in the amount of \$100,000 and appoints the Mayor to act as the City's authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The police department proposes a grant application to allow the City of Friendswood to defray costs associated with the purchase, installation, and upgrade of dispatch console furniture necessary for enhanced 911 telecommunicators working at a primary Public Safety Answering Point (PSAP) to perform their jobs effectively and in an ergonomically appropriate manner. Integrating people and technology is a key factor when designing a dispatcher center and ergonomics is the focus. New, ergonomic dispatch console furniture will reduce workers' comp expenses, increase operator productivity, improve operator response time, improve employee engagement, increase job satisfaction, and reduce employee fatigue, both mental and physical. The purchase will replace existing furniture that is worn and beyond economical repair and will provide furnishings to support existing and budgeted positions.

This action is consistent with previous Council action regarding the acquisition of grant funds to supplement the cost of essential City programs, functions and operations. Over the past 27 years, the police department has successfully obtained funding for several projects. The alternative is to not apply for the criminal justice grant funds. This option would cause the City to lose an opportunity to receive non-matching government assistance to replace old outdated and worn dispatch console furniture in the public safety dispatch center.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Criminal Justice Grant for Telecommunicator Console Furniture
2. FWD DJ Grant Submission FY2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS UNDER THE FY2025 CRIMINAL JUSTICE GRANT PROGRAM; AUTHORIZING THE SUBMISSION OF SUCH GRANT APPLICATION TO THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF THE GOVERNOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Friendswood, Texas, desires to purchase and install dispatch console furniture for 911 telecommunicators working at a primary public safety answering point; and

WHEREAS, the City Council of the City of Friendswood finds that such equipment purchase will replace old, outdated dispatch console furniture in the Public Safety Dispatch Center and will allow the 911 telecommunicators to perform their jobs more efficiently and effectively; and

WHEREAS, the City Council of the City of Friendswood, Texas, finds it in the best interest of the citizens of Friendswood to pursue a grant under the FY2025 Criminal Justice Grant Program from the Office of the Governor, Criminal Justice Division for such purchase; NOW THEREFORE,

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

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

Section 2. The City Council of the City of Friendswood, Texas, hereby authorizes and approves the submission of a grant application, pursuant to the FY2025 Criminal Justice Grant Program, to the Office of the Governor, Criminal Justice Division, in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for the purchase and installation of dispatch console furniture for 911 telecommunicators working at a primary public safety answering point.

Section 3. The City Council hereby designates and appoints the Mayor of the City of Friendswood as the authorized official to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

Section 4. That in the event of loss or misuse of the Criminal Justice Division grant funds, the City Council of the City of Friendswood hereby assures the Criminal Justice Division of the Office of the Governor, State of Texas, that such grant funds will be returned to the Criminal Justice Division in full.

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

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 5th day of February, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Grant Number: 4953001

H:\City Council\Resolutions\2024\02-05-2024\Resolution - Criminal Justice Grant for Telecommunicator Console Furniture.docx

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: February 5, 2024

Date submitted: 01/31/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution denying the proposed rates and consolidation contained in the Statement of Intent to Change Rates filed by CenterPoint Energy Resources Corp., d/b/a/ CenterPoint Energy Entex and CenterPoint Energy and finding that the City shall be reimbursed for its reasonable rate case expenses.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On October 30, 2023, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint") filed a Statement of Intent to Change Rates with the City Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions. In the filing, CenterPoint asserted that it is entitled to a \$37.4 million increase or a 5.8% increase over current adjusted revenues, excluding gas costs.

In November, the City of Friendswood, as part of the Cities Served by CenterPoint Gas Coalition (the "Coalition") engaged the services of consultants to review CenterPoint's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to CenterPoint's request. Accordingly, the Coalition's attorney recommends that each Coalition members adopt a resolution denying the rate change. Once the resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Railroad Commission (the "Commission") where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their jurisdiction (i.e. Gas Utility Docket 15513) currently pending at the Commission.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. Since the application was filed on October 30, 2023, the City needs to adopt the resolution no later than March 3, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Denial CNP Rate Case 2024

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DENYING THE PROPOSED RATES AND CONSOLIDATION CONTAINED IN THE STATEMENT OF INTENT FILED BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY; MAKING OTHER FINDINGS RELATED THERETO; DIRECTING THE CITY SECRETARY TO SEND NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING FOR THE EFFECTIVE DATE.

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

WHEREAS, the City is a member of Cities Served by CenterPoint Gas (the "Coalition"), a coalition of similarly situated cities served by CenterPoint (such participating cities are referred to herein as "Cities") that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged in the Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions; and

WHEREAS, on or about October 30, 2023, CenterPoint filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$37.4 million annually and to all customers residing in the City; and

WHEREAS, the Coalition is coordinating its review of CenterPoint's Statement of Intent filing with designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Coalition's consultants determined that CenterPoint's proposed rates are excessive; and

WHEREAS, the Coalition's members and attorneys recommend that members of the Coalition members deny the Statement of Intent; NOW THEREFORE,

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

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

Section 2. That the rates proposed by CenterPoint to be recovered through its gas rates charged to customers located within the City limits are hereby found to be unreasonable and are hereby denied.

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

Section 4. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within thirty (30) days of the adoption of this Resolution.

Section 5. That the City Secretary is hereby directed to send a copy of this resolution to Keith L. Wall, CenterPoint Energy, at P.O. Box 2628, Houston, Texas 77252-2628, and to Jamie Mauldin, General Counsel to the Cities Served by CenterPoint Gas at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

Section 6. This resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 5th day of February, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

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: February 5, 2024

Date submitted: 01/18/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider authorizing the disposal of two decommissioned Police Department vehicles through Houston Auto Auction.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The police department has two decommissioned police vehicles (P297, a 2016 Ford Explorer and P405, a 2017 Ford Explorer) that it presents for disposal. The department will dispose of the vehicles through services provided by Houston Auto Auction. The vehicles have been in service since 2016 and 2017 respectively. Costs associated with keeping the vehicles suitable for service are high, making the most cost-effective solution to auction them. Both police units were replaced in the replacement schedule. The vehicles will be decommissioned per the standards set by Local Government Code, Section 272.006 "Sale or Transfer of Law Enforcement Vehicle," which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Proceeds from the sale of these vehicles will be deposited into the Vehicle Replacement Fund (VRF).

RECOMMENDATIONS

Staff recommends approval.

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: February 5, 2024

Date submitted: 01/29/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider authorizing the disposal of three decommissioned Parks and Recreation vehicles through Public Surplus Auction.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Parks and Recreation department has three decommissioned vehicles (CS 10 & 11 2014 Ford F250 Trucks and CS 12 2014 Dodge Ram 2500) that it presents for disposal. The department will dispose of the vehicles through services provided by Public Surplus Auction. Costs associated with keeping the vehicles suitable for service are high, making the most cost-effective solution to auction them. All three vehicles will be replaced according to the replacement schedule.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

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: February 5, 2024

Date submitted: 12/11/2023

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider authorizing the final acceptance of the Avalon at Friendswood, Section 2 Public Utilities Improvement Project.

Originating Department: Engineering

Degree of importance: Harris Construction Company, LLC. will have its bond released immediately upon final acceptance by the City Council.

SUMMARY / ORIGINATING CAUSE

The City began its one-year maintenance period for Avalon at Friendswood, Section 2 Public Utilities Construction project in January 2023. The maintenance bond has reached its obligation. This agenda item is to authorize the final acceptance of the Avalon at Friendswood, Section 2 Public Utilities Construction Project 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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Release of Bond - Harris Construction Company
2. Avalon Section 2 Maintenance Bond

RELEASE OF BOND

Date: January 8, 2024

Project Name: Avalon at Friendswood Section Two Public Utilities Construction Project

TO: Harris Construction Company, LLC.
6602 Guhn Road
Houston, TX 77040

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 January 9, 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 Liberty Mutual Insurance Company, 2200 Renaissance Boulevard, Suite 400, King of Prussia, PA 19406, which is enclosed.

Jildardo Arias, PE, CFM
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: February 5, 2024

Date submitted: 01/23/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing Willie Anderson to the Planning and Zoning Commission for an unexpired term effective immediately and ending on June 30, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Planning and Zoning Commission (the "Commission") is composed of seven members. Such members shall be resident citizens and qualified voters of the City, all of whom shall be appointed by the Mayor, subject to confirmation by a majority vote of the City Council for staggered two-year terms commencing on July 1st. Recently, Ms. Catherine Koerner submitted her resignation to the Commission, thus leaving one vacancy.

This item allows the Council to appoint Mr. Willie Anderson to complete Ms. Koerner's unexpired term on the Commission. Mr. Anderson's application to serve on the Commission is attached for your review, and he has complied with the requirements of the City's Appointment Policy. If appointed, Mr. Anderson's term would begin effective immediately and end on June 30, 2024, when he will at that time be eligible for reappointment to a full two-year term.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Anderson, Willie - Volunteer Application 2023_Redacted



TM

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: WILLIE C. ANDERSON HOME PHONE:

HOME ADDRESS: WORK PHONE:

CITY, STATE, ZIP:

EMAIL ADDRESS: CELL PHONE:

OCCUPATION: RETIRED ENGINEER & MANAGEMENT CONSULTANT

SPECIAL INTERESTS AND TALENTS: PROJECT MANAGEMENT, GARDENING

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

 YES 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

YES — LONG-TERM PROJECTS
YES — SHORT-TERM PROJECTS
YES — DAYTIME
YES — EVENING
YES — 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.

[illegible]

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: [REDACTED] _____

FRIENDSWOOD RESIDENT FOR 28.5 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)?

TX BOARD OF PROFESSIONAL ENGINEERS (23 YEARS); INTERNATIONALLY CERTIFIED COACH; B.S. MECHANICAL ENGINEERING

Please list any civic or community endeavors in which you have been involved: **COMMISSIONER OF GIRLS SOFTBALL LEAGUE (FLOSSMOOR, IL); The Park Homeowners Assn. Board Member** _____

WCA

Consent
(Initial Here)

Do Not Consent
(Initial Here)

I hereby authorize the City of Friendswood to investigate my background and qualifications for purposes of evaluating my application for appointment and any subsequent reappointment. I understand that the City will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the City's choice. I also understand I may withhold my permission: and in such a case, no investigation will be performed, and my application will not be further processed.

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.



Signature of Applicant

Date 5 May 2023

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: RICHARD SASSON _____

ADDRESS: _____

PHONE: _____

NAME: MIKE FOREMAN _____

ADDRESS: _____

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: February 5, 2024

Date submitted: 01/09/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

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

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. GalCo Tax Dec 23



Cheryl E. Johnson, PCC, CTOP
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



January 8, 2024

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 December, 2023 is true and correct.

Under my hand and seal this 8th day of January, 2024.



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

01/03/2024 15:57:09 4441004
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 12/01/2023 THRU 12/31/2023
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 36
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2023	M & O	.379450	3,406,849.99	.00	.00	.00	3,406,849.99	.00	.00	.00	3,406,849.99
	I & S	.121278	1,088,881.10	.00	.00	.00	1,088,881.10	.00	.00	.00	1,088,881.10
	TOTAL	.500728	4,495,731.09	.00	.00	.00	4,495,731.09	.00	.00	.00	4,495,731.09
2022	M & O	.388560	1,079,48	.00	946.10	.00	2,025.58	1,210.77	.00	.00	3,236.35
	I & S	.098754	274.36	.00	240.43	.00	514.79	.00	.00	.00	514.79
	TOTAL	.487314	1,353.84	.00	1,186.53	.00	2,540.37	1,210.77	.00	.00	3,751.14
2021	M & O	.385147	1,346.58-	.00	293.90	.00	1,052.68-	286.51	.00	.00	766.17-
	I & S	.102167	357.22-	.00	77.97	.00	279.25-	.00	.00	.00	279.25-
	TOTAL	.487314	1,703.80-	.00	371.87	.00	1,331.93-	286.51	.00	.00	1,045.42-
2020	M & O	.392153	304.68	.00	139.58	.00	444.26	108.78	.00	.00	553.04
	I & S	.095161	73.95	.00	33.88	.00	107.83	.00	.00	.00	107.83
	TOTAL	.487314	378.63	.00	173.46	.00	552.09	108.78	.00	.00	660.87
2019	M & O	.432160	117.11	.00	36.42	.00	153.53	9.12	.00	.00	162.65
	I & S	.089279	24.21	.00	7.53	.00	31.74	.00	.00	.00	31.74
	TOTAL	.521439	141.32	.00	43.95	.00	185.27	9.12	.00	.00	194.39
2018	M & O	.437173	5.46	.00	.00	.00	5.46	.00	.00	.00	5.46
	I & S	.095218	1.16	.00	.00	.00	1.16	.00	.00	.00	1.16
	TOTAL	.532391	6.62	.00	.00	.00	6.62	.00	.00	.00	6.62
2017	M & O	.432349	2.99	.00	.00	.00	2.99	.00	.00	.00	2.99
	I & S	.095000	.68	.00	.00	.00	.68	.00	.00	.00	.68
	TOTAL	.527349	3.67	.00	.00	.00	3.67	.00	.00	.00	3.67
2016	M & O	.462000	1.88	.00	.00	.00	1.88	.00	.00	.00	1.88
	I & S	.084000	.32	.00	.00	.00	.32	.00	.00	.00	.32
	TOTAL	.546000	2.20	.00	.00	.00	2.20	.00	.00	.00	2.20
2015	M & O	.497200	2.50	.00	.00	.00	2.50	.00	.00	.00	2.50
	I & S	.071500	.35	.00	.00	.00	.35	.00	.00	.00	.35
	TOTAL	.568700	2.85	.00	.00	.00	2.85	.00	.00	.00	2.85
2014	M & O	.530300	1.59	.00	.00	.00	1.59	.00	.00	.00	1.59
	I & S	.061100	.18	.00	.00	.00	.18	.00	.00	.00	.18
	TOTAL	.591400	1.77	.00	.00	.00	1.77	.00	.00	.00	1.77
2013	M & O	.530300	1.06	.00	.68	.00	1.74	.00	.00	.00	1.74
	I & S	.061100	.12	.00	.08	.00	.20	.00	.00	.00	.20
	TOTAL	.591400	1.18	.00	.76	.00	1.94	.00	.00	.00	1.94
2012	M & O	.530700	1.06	.00	.00	.00	1.06	.00	.00	.00	1.06
	I & S	.066300	.14	.00	.00	.00	.14	.00	.00	.00	.14
	TOTAL	.597000	1.20	.00	.00	.00	1.20	.00	.00	.00	1.20

01/03/2024 15:57:09 4441004
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 12/01/2023 THRU 12/31/2023
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 37
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2010	M & O	.519800	1.04	.00	.00	.00	1.04	.00	.00	.00	1.04
	I & S	.065300	.14	.00	.00	.00	.14	.00	.00	.00	.14
	TOTAL	.585100	1.18	.00	.00	.00	1.18	.00	.00	.00	1.18
2009	M & O	.499700	1.00	.00	1.80	.00	2.80	.64	.00	.00	3.44
	I & S	.080000	.16	.00	.28	.00	.44	.00	.00	.00	.44
	TOTAL	.579700	1.16	.00	2.08	.00	3.24	.64	.00	.00	3.88
2008	M & O	.509700	.51	.00	.00	.00	.51	.00	.00	.00	.51
	I & S	.070000	.07	.00	.00	.00	.07	.00	.00	.00	.07
	TOTAL	.579700	.58	.00	.00	.00	.58	.00	.00	.00	.58
ALL	M & O		3,407,023.77	.00	1,418.48	.00	3,408,442.25	1,615.82	.00	.00	3,410,058.07
ALL	I & S		1,088,899.72	.00	360.17	.00	1,089,259.89	.00	.00	.00	1,089,259.89
ALL	TOTAL		4,495,923.49	.00	1,778.65	.00	4,497,702.14	1,615.82	.00	.00	4,499,317.96
DLQ	M & O		173.78	.00	1,418.48	.00	1,592.26	1,615.82	.00	.00	3,208.08
DLQ	I & S		18.62	.00	360.17	.00	378.79	.00	.00	.00	378.79
DLQ	TOTAL		192.40	.00	1,778.65	.00	1,971.05	1,615.82	.00	.00	3,586.87
CURR	M & O		3,406,849.99	.00	.00	.00	3,406,849.99	.00	.00	.00	3,406,849.99
CURR	I & S		1,088,881.10	.00	.00	.00	1,088,881.10	.00	.00	.00	1,088,881.10
CURR	TOTAL		4,495,731.09	.00	.00	.00	4,495,731.09	.00	.00	.00	4,495,731.09

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 12/01/2023 THRU 12/31/2023
JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021	RF231220	1362870000001	202112	1,686.79-	0.00	0.00	0.00 HK28	1,686.79	0.00 RF
2021	RF231220	1362870000001	202112	0.00	0.00	0.00	0.00 HK28	1,686.79-	1,686.79-RF
2021	RF231220	1502690010003	202201	182.25-	0.00	0.00	0.00 HK28	182.25	0.00 RF
2021	RF231220	1502690010003	202201	0.00	0.00	0.00	0.00 HK28	182.25-	182.25-RF
2021	RF231220	1502690010004	202201	161.98-	0.00	0.00	0.00 HK28	161.98	0.00 RF
2021	RF231220	1502690010004	202201	0.00	0.00	0.00	0.00 HK28	161.98-	161.98-RF
2021	RF231220	1502690010005	202201	237.93-	0.00	0.00	0.00 HK28	237.93	0.00 RF
2021	RF231220	1502690010005	202201	0.00	0.00	0.00	0.00 HK28	237.93-	237.93-RF
2021	RF231220	1502690010006	202201	0.00	0.00	0.00	0.00 HK28	130.51-	130.51-RF
2021	RF231220	1502690010006	202201	130.51-	0.00	0.00	0.00 HK28	130.51	0.00 RF
2021	RF231220	1502690010007	202201	141.41-	0.00	0.00	0.00 HK28	141.41	0.00 RF
2021	RF231220	1502690010007	202201	0.00	0.00	0.00	0.00 HK28	141.41-	141.41-RF
2021	RF231220	H410110000035	202111	236.02-	0.00	0.00	0.00 HK28	236.02	0.00 RF
2021	RF231220	H410110000035	202111	0.00	0.00	0.00	0.00 HK28	236.02-	236.02-RF
2021 TOTAL				2,776.89-	0.00	0.00	0.00	0.00	2,776.89-
2022	RF231220	1012780000024	202301	0.00	0.00	0.00	0.00 HK16	79.46-	79.46-RF
2022	RF231220	1012780000024	202301	79.46-	0.00	0.00	0.00 HK16	79.46	0.00 RF
2022	RF231220	1055740000045	202301	0.00	0.00	0.00	0.00 HK16	446.54-	446.54-RF
2022	RF231220	1055740000045	202301	446.54-	0.00	0.00	0.00 HK16	446.54	0.00 RF
2022	RF231220	1335070000001	202212	305.57-	0.00	0.00	0.00 HK16	305.57	0.00 RF
2022	RF231220	1335070000001	202212	0.00	0.00	0.00	0.00 HK16	305.57-	305.57-RF
2022	RF231220	1362870000001	202212	2,236.85-	0.00	0.00	0.00 HK16	2,236.85	0.00 RF
2022	RF231220	1362870000001	202212	0.00	0.00	0.00	0.00 HK16	2,236.85-	2,236.85-RF
2022	RF231220	1502690010003	202212	0.00	0.00	0.00	0.00 HK16	157.89	0.00 RF
2022	RF231220	1502690010003	202212	157.89-	0.00	0.00	0.00 HK16	157.89	0.00 RF
2022	RF231220	1502690010004	202212	157.11-	0.00	0.00	0.00 HK16	157.11	0.00 RF
2022	RF231220	1502690010004	202212	0.00	0.00	0.00	0.00 HK16	157.11-	157.11-RF
2022	RF231220	1502690010005	202212	0.00	0.00	0.00	0.00 HK16	237.93-	237.93-RF
2022	RF231220	1502690010005	202212	237.93-	0.00	0.00	0.00 HK16	237.93	0.00 RF
2022	RF231220	1502690010006	202212	106.15-	0.00	0.00	0.00 HK16	106.15	0.00 RF
2022	RF231220	1502690010006	202212	0.00	0.00	0.00	0.00 HK16	106.15-	106.15-RF
2022	RF231220	1502690010007	202212	117.05-	0.00	0.00	0.00 HK16	117.05	0.00 RF
2022	RF231220	1502690010007	202212	0.00	0.00	0.00	0.00 HK16	117.05-	117.05-RF
2022	RF231220	H2282636	202301	5.33-	0.00	0.00	0.00 HK16	5.33	0.00 RF
2022	RF231220	H2282636	202301	0.00	0.00	0.00	0.00 HK16	5.33-	5.33-RF
2022	RF231220	H410110000035	202212	813.99-	0.00	0.00	0.00 HK16	813.99	0.00 RF
2022	RF231220	H410110000035	202212	0.00	0.00	0.00	0.00 HK16	813.99-	813.99-RF

01/03/2024 15:54:11
TC298-M SELECTION: DEPOSIT

4441004

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 12/01/2023 THRU 12/31/2023
JURISDICTION: 337 FRIENDMD CITY

PAGE: 69
INCLUDES AG ROLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022 TOTAL				4,663.87-	0.00	0.00	0.00	0.00	4,663.87-
2023	RF231221	10350100000003	202312	103.41-	0.00	0.00	0.00 HK04	103.41	0.00 RF
2023	RF231221	10350100000003	202312	0.00	0.00	0.00	0.00 HK04	103.41-	103.41-RF
2023	864121523PHC	10433800000063	202312	1,203.35-	0.00	0.00	0.00 HCCE	0.00	1,203.35-RI
2023	RF231221	1206360010016	202312	0.00	0.00	0.00	0.00 HK04	125.18-	125.18-RF
2023	RF231221	1206360010016	202312	125.18-	0.00	0.00	0.00 HK04	125.18	125.18-RF
2023	924121923CHC	12542800600005	202312	2,546.00-	0.00	0.00	0.00 HCCE	0.00	2,546.00-TR
2023	RF231221	12542800900003	202312	125.18-	0.00	0.00	0.00 HK04	125.18	0.00 RF
2023	RF231221	12542800900003	202312	0.00	0.00	0.00	0.00 HK04	125.18-	125.18-RF
2023	RF231221	13628700000001	202312	0.00	0.00	0.00	0.00 HK04	1,306.97-	1,306.97-RF
2023	RF231221	13628700000001	202312	0.00	0.00	0.00	0.00 HK04	1,306.97-	1,306.97-RF
2023	924122223CHC	184483	202310	1,462.94-	0.00	0.00	0.00 CERT	0.00	1,462.94-TR
2023	951120423T	201176	202310	341.63-	0.00	0.00	0.00 CERT	0.00	541.63-TR
2023	RF231213	286427	202311	6.01-	0.00	0.00	0.00 HAEI	6.01-	0.00 RF
2023	RF231213	286427	202311	0.00	0.00	0.00	0.00 HAEI	6.01-	6.01-RF
2023	864121223CHC	290274	202312	1,261.63-	0.00	0.00	0.00 CERT	0.00	1,261.63-TR
2023	864121523CHC	308636	202312	2,018.85-	0.00	0.00	0.00 CERT	0.00	2,018.85-TR
2023	RF231213	407995	202312	0.00	0.00	0.00	0.00 HAEI	24.21-	24.21-RF
2023	RF231213	407995	202312	24.21-	0.00	0.00	0.00 HAEI	24.21	0.00 RF
2023	RF231213	440227	202311	0.00	0.00	0.00	0.00 HAEI	3.35-	3.35-RF
2023	RF231213	440227	202311	3.35-	0.00	0.00	0.00 HAEI	3.35	0.00 RF
2023	RF231213	510808	202311	2.19-	0.00	0.00	0.00 HAEI	2.19	0.00 RF
2023	RF231213	510808	202311	0.00	0.00	0.00	0.00 HAEI	2.19-	2.19-RF
2023	RF231213	513117	202312	8.26-	0.00	0.00	0.00 HAEI	8.26	0.00 RF
2023	RF231213	513117	202312	0.00	0.00	0.00	0.00 HAEI	8.26-	8.26-RF
2023	RF231213	519116	202311	2.49-	0.00	0.00	0.00 HAEI	2.49	0.00 RF
2023	RF231213	519116	202311	0.00	0.00	0.00	0.00 HAEI	2.49-	2.49-RF
2023	RF231213	709412	202311	11.72-	0.00	0.00	0.00 HAEI	11.72-	11.72-RF
2023	RF231213	709412	202311	0.00	0.00	0.00	0.00 HAEI	11.72	0.00 RF
2023	RF231213	731792	202311	3.41-	0.00	0.00	0.00 HAEI	3.41-	3.41-RF
2023	RF231213	731792	202311	0.00	0.00	0.00	0.00 HAEI	3.41-	3.41-RF
2023	RF231213	737987	202311	2.50-	0.00	0.00	0.00 HAEI	2.50-	2.50-RF
2023	RF231213	737987	202311	0.00	0.00	0.00	0.00 HAEI	2.50	0.00 RF
2023	RF231213	740200	202312	21.50-	0.00	0.00	0.00 HAEI	21.50-	21.50-RF
2023	RF231213	740200	202312	0.00	0.00	0.00	0.00 HAEI	21.50	0.00 RF
2023	RF231213	743797	202310	34.16-	0.00	0.00	0.00 HAEI	34.16	0.00 RF
2023	RF231213	743797	202310	0.00	0.00	0.00	0.00 HAEI	34.16-	34.16-RF
2023	RF231213	747940	202311	2.28-	0.00	0.00	0.00 HAEI	2.28	0.00 RF
2023	RF231213	747940	202311	0.00	0.00	0.00	0.00 HAEI	2.28-	2.28-RF

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2023 TOTAL			10,817.22-	0.00	0.00	0.00	0.00	10,817.22-
YEAR 2021								
REFUNDS			2,776.89-	0.00	0.00	0.00	0.00	2,776.89-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			0.00	0.00	0.00	0.00	0.00	0.00
TOTAL			2,776.89-	0.00	0.00	0.00	0.00	2,776.89-
YEAR 2022								
REFUNDS			4,663.87-	0.00	0.00	0.00	0.00	4,663.87-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			0.00	0.00	0.00	0.00	0.00	0.00
TOTAL			4,663.87-	0.00	0.00	0.00	0.00	4,663.87-
YEAR 2023								
REFUNDS			1,782.82-	0.00	0.00	0.00	0.00	1,782.82-
RETURNED ITEMS			1,203.35-	0.00	0.00	0.00	0.00	1,203.35-
TRANSFERS/REVERSALS			7,831.05-	0.00	0.00	0.00	0.00	7,831.05-
TOTAL			10,817.22-	0.00	0.00	0.00	0.00	10,817.22-
ALL YEARS								
REFUNDS			9,223.58-	0.00	0.00	0.00	0.00	9,223.58-
RETURNED ITEMS			1,203.35-	0.00	0.00	0.00	0.00	1,203.35-
TRANSFERS/REVERSALS			7,831.05-	0.00	0.00	0.00	0.00	7,831.05-
TOTAL			18,257.98-	0.00	0.00	0.00	0.00	18,257.98-

4441004

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 12/01/2023 THRU 12/31/2023
JURISDICTION: 337 FRIENDWD CITY

PAGE: 18
INCLUDES AG ROLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2008 TOTAL			0.58	0.00	0.00	0.00	0.00	0.58
2009 TOTAL			1.16	0.00	2.08	0.64	0.00	3.88
2010 TOTAL			1.18	0.00	0.00	0.00	0.00	1.18
2012 TOTAL			1.20	0.00	0.00	0.00	0.00	1.20
2013 TOTAL			1.18	0.00	0.76	0.00	0.00	1.94
2014 TOTAL			1.77	0.00	0.00	0.00	0.00	1.77
2015 TOTAL			2.85	0.00	0.00	0.00	0.00	2.85
2016 TOTAL			2.20	0.00	0.00	0.00	0.00	2.20
2017 TOTAL			3.67	0.00	0.00	0.00	0.00	3.67
2018 TOTAL			6.62	0.00	0.00	0.00	0.00	6.62
2019 TOTAL			141.32	0.00	43.95	9.12	0.00	194.39
2020 TOTAL			378.63	0.00	173.46	108.78	0.00	660.87
2021 TOTAL			1,073.09	0.00	371.87	286.51	0.00	1,731.47
2022 TOTAL			6,017.71	0.00	1,186.53	1,210.77	0.00	8,415.01
2023 TOTAL			4,506,548.31	0.00	0.00	0.00	0.00	4,506,548.31
TOTAL PAYMENTS			4,514,181.47	0.00	1,778.65	1,615.82	0.00	4,517,575.94
2021 TOTAL			2,776.89-	0.00	0.00	0.00	0.00	2,776.89-
2022 TOTAL			4,663.87-	0.00	0.00	0.00	0.00	4,663.87-
2023 TOTAL			10,817.22-	0.00	0.00	0.00	0.00	10,817.22-
TOTAL REVERSALS			18,257.98-	0.00	0.00	0.00	0.00	18,257.98-
TOTAL FOR UNIT			4,495,923.49	0.00	1,778.65	1,615.82	0.00	4,499,317.96

FISCAL START: 08/01/2023 END: 07/31/2024 JURISDICTION: 0337 FRIENDMD CITY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	5,274,185,590	222,419,316	5,496,604,906	00.500728	25,884,921.34	6,009

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
------	-----------	-----------	----------------	-----------	----------	---------	--------	------------

2023	24,803,290.69	1,081,630.65	1,081,630.65	6,830,407.79	6,830,407.79	19,054,513.55	26.39	0.00
2022	224,620.94	42,121.39-	42,121.39-	75,972.66	75,972.66	106,526.89	41.63	0.00
2021	46,007.11	6,096.83-	6,096.83-	2,506.55-	2,506.55-	42,416.83	6.28-	0.00
2020	28,524.90	683.18	683.18	5,119.56	5,119.56	24,088.52	17.53	0.00
2019	20,010.02	88.65-	88.65-	2,620.07	2,620.07	17,301.30	13.15	0.00
2018	14,875.89	233.69	233.69	1,174.55	1,174.55	13,935.03	7.77	0.00
2017	13,642.64	.00	.00	916.78	916.78	12,725.86	6.72	0.00
2016	12,117.53	.00	.00	948.26	948.26	11,169.27	7.83	0.00
2015	11,826.76	.00	.00	919.63	919.63	10,907.13	7.78	0.00
2014	12,474.54	.00	.00	414.59	414.59	12,059.95	3.32	0.00
2013	9,677.98	.00	.00	29.94	29.94	9,648.04	.31	0.00
2012	6,814.94	.00	.00	16.31	16.31	6,798.63	.24	0.00
2011	6,841.46	.00	.00	0.00	0.00	6,841.46	.13	0.00
2010	3,613.44	.00	.00	4.63	4.63	3,608.81	.02	0.00
2009	5,164.80	.00	.00	1.22	1.22	5,163.58	.01	0.00
2008	4,281.97	.00	.00	0.64	0.64	4,281.33	.00	0.00
2007	1,321.11	.00	.00	0.00	0.00	1,321.11	.00	0.00
2006	2,437.90	.00	.00	0.00	0.00	2,437.90	.00	0.00
2005	1,170.61	.00	.00	0.00	0.00	1,170.61	.00	0.00
2004	640.47	.00	.00	0.00	0.00	640.47	.00	0.00
2003	647.12	.00	.00	0.00	0.00	647.12	.00	0.00
2002	562.90	.00	.00	0.00	0.00	562.90	.00	0.00

****	25,230,565.72	1,034,240.65	1,034,240.65	6,916,040.08	6,916,040.08	19,348,766.29		0.00
CURR	24,803,290.69	1,081,630.65	1,081,630.65	6,830,407.79	6,830,407.79	19,054,513.55		0.00
DEIQ	427,275.03	47,390.00-	47,390.00-	85,632.29	85,632.29	294,252.74		0.00

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2023
LAND VALUE	7,378,007,830	7,378,007,830	59,999,819	2,270,015-	57,729,804	7,435,737,634
AG EXCLUSION	32,425,077	32,425,077	5,168,547	0	5,168,547	37,593,624
IMPROVEMENTS	942,980,218	942,980,218	269,175,877	22,982,172-	246,193,705	1,189,173,923
APPRAISED VALUE	7,378,007,830	7,378,007,830	329,175,696	25,252,187-	303,923,509	7,681,931,339
EXEMPTIONS	2,071,397,163	2,071,397,163	72,365,508	9,138,685	81,504,193	2,152,901,356
TAXABLE VALUE	5,274,185,590	5,274,185,590	256,810,188	34,390,872-	222,419,316	5,496,604,906
LEVY	24,803,290.69	24,803,290.69	1,258,211.83	176,581.18-	1,081,630.65	25,884,921.34
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	532	102	107	10,534
OVER 65	3,603	3,603	85	57	60	3,663
DISABLED	178	178	5	6	6	184
VETERAN	259	259	13	0	0	259
TOTAL EXEMPT	88	88	0	0	0	88

01/03/2024 17:06:4 4441231
TC160 ALL PROPERTY

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

PAGE: 142
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2023
LAND VALUE	6,593,325,295	6,593,325,295	0	389,018-	389,018-	6,592,936,277
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	20,939	3,535,807-	3,514,868-	870,260,229
APPRAISED VALUE	6,593,325,295	6,593,325,295	20,939	3,924,825-	3,903,886-	6,589,421,409
EXEMPTIONS	1,782,152,718	1,782,152,718	0	5,961,591	5,961,591	1,788,114,309
TAXABLE VALUE	4,778,686,394	4,778,686,394	20,939	9,886,416-	9,865,477-	4,768,820,917
LEVY	224,620.94	224,620.94	112.24	42,233.63-	42,121.39-	182,499.55
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	48	48	10,643
OVER 65	3,475	3,475	0	15	15	3,490
DISABLED	180	180	0	4	4	184
VETERAN	253	253	0	2	2	255
TOTAL EXEMPT	84	84	0	0	0	84

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2023
LAND VALUE	5,827,810,207	5,827,810,207	0	604,274-	604,274-	5,827,205,933
AG EXCLUSION	33,691,313	33,691,313	0	380,567-	380,567-	33,310,746
IMPROVEMENTS	775,157,465	775,157,465	335,750	346,140-	10,390-	775,147,075
APPRAISED VALUE	5,827,810,207	5,827,810,207	335,750	950,414-	614,664-	5,827,195,543
EXEMPTIONS	1,579,451,702	1,579,451,702	0	2,087,696	1,707,129	1,581,158,831
TAXABLE VALUE	4,214,667,192	4,214,667,192	335,750	2,657,543-	2,321,793-	4,212,345,399
LEVY	46,007.11	46,007.11	1,636.16	7,732.99-	6,096.83-	39,910.28
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	15	15	10,313
OVER 65	3,255	3,255	0	5	5	3,260
DISABLED	181	181	0	4	4	185
VETERAN	240	240	0	1	1	241
TOTAL EXEMPT	84	84	0	0	0	84

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2023
LAND VALUE	5,043,274,252	5,043,274,252	0	10-	10-	5,043,274,242
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	0	0	706,413,340
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	10-	10-	5,043,274,242
EXEMPTIONS	1,218,139,975	1,218,139,975	0	111,116-	111,116-	1,218,028,859
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	111,106	111,106	3,797,908,075
LEVY	28,524.90	28,524.90	.00	683.18	683.18	29,208.08
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	2-	2-	10,218
OVER 65	3,163	3,163	0	1-	1-	3,162
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	2	2	223
TOTAL EXEMPT	80	80	0	0	0	80

01/03/2024 17:06:4 4441231
TC160 ALL PROPERTY

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

PAGE: 145
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2023
LAND VALUE	4,537,437,822	4,537,437,822	0	10-	10-	4,537,437,812
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	0	0	0	645,931,872
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	10-	10-	4,537,437,812
EXEMPTIONS	1,018,439,121	1,018,439,121	0	16,990	16,990	1,018,456,111
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	17,000-	17,000-	3,494,298,010
LEVY	20,010.02	20,010.02	.00	88.65-	88.65-	19,921.37
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	2	2	207
TOTAL EXEMPT	74	74	0	0	0	74

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 12/31/2023
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	0	0	617,900,409
APPRAISED VALUE	4,207,374,518	4,207,374,518	0	0	0	4,207,374,518
EXEMPTIONS	891,117,422	891,117,422	0	41,690-	41,690-	891,075,732
TAXABLE VALUE	3,292,414,186	3,292,414,186	0	41,690	41,690	3,292,455,876
LEVY	14,875.89	14,875.89	.00	233.69	233.69	15,109.58
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,001	10,001	0	1-	1-	10,000
OVER 65	2,897	2,897	0	1-	1-	2,896
DISABLED	0	0	0	0	0	0
VETERAN	204	204	0	0	0	204
TOTAL EXEMPT	0	0	0	0	0	0

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 12/01/2023 thru 12/31/2023 as of 01/08/2024

Batch Seq
4444470

Report run on: January 8, 2024 9:31 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 84612	Print Date:01/03/2024						
	Current	142,716.28	45,614.36	0.00	0.00	0.00	188,330.64
	Delq	1,280.76	324.20	0.00	0.00	0.00	1,604.96
Last Deposit Date	12/04/2023	\$143,997.04	\$45,938.56	\$0.00	\$0.00	\$0.00	\$189,935.60
ACH 84660	Print Date:01/03/2024						
	Current	53,451.72	17,083.96	0.00	0.00	0.00	70,535.68
	Delq	92.69	22.08	0.00	0.00	0.00	114.77
Last Deposit Date	12/05/2023	\$53,544.41	\$17,106.04	\$0.00	\$0.00	\$0.00	\$70,650.45
ACH 84707	Print Date:01/03/2024						
	Current	300,887.36	96,168.05	0.00	0.00	0.00	397,055.41
	Delq	528.00	131.98	0.00	0.00	0.00	659.98
Last Deposit Date	12/07/2023	\$301,415.36	\$96,300.03	\$0.00	\$0.00	\$0.00	\$397,715.39
ACH 84753	Print Date:01/03/2024						
	Current	33,214.54	10,615.87	0.00	0.00	0.00	43,830.41
Last Deposit Date	12/08/2023	\$33,214.54	\$10,615.87	\$0.00	\$0.00	\$0.00	\$43,830.41
ACH 84799	Print Date:01/03/2024						
	Current	85,811.74	27,426.68	0.00	0.00	0.00	113,238.42
	Delq	1.44	0.36	0.00	0.00	0.00	1.80
Last Deposit Date	12/11/2023	\$85,813.18	\$27,427.04	\$0.00	\$0.00	\$0.00	\$113,240.22
ACH 84845	Print Date:01/03/2024						
	Current	105,989.22	33,875.85	0.00	0.00	0.00	139,865.07
Last Deposit Date	12/12/2023	\$105,989.22	\$33,875.85	\$0.00	\$0.00	\$0.00	\$139,865.07
ACH 84891	Print Date:01/03/2024						
	Current	65,065.07	20,795.79	0.00	0.00	0.00	85,860.86
	Delq	2,634.45	669.55	0.00	0.00	0.00	3,304.00
Last Deposit Date	12/13/2023	\$67,699.52	\$21,465.34	\$0.00	\$0.00	\$0.00	\$89,164.86
ACH 84936	Print Date:01/03/2024						
	Current	248,612.58	79,460.42	0.00	0.00	0.00	328,073.00
	Delq	143.55	31.33	0.00	0.00	0.00	174.88
Last Deposit Date	12/14/2023	\$248,756.13	\$79,491.75	\$0.00	\$0.00	\$0.00	\$328,247.88
ACH 84984	Print Date:01/03/2024						
	Current	154,202.44	49,285.40	0.00	0.00	0.00	203,487.84
	Delq	3.59	0.73	0.00	0.00	0.00	4.32
Last Deposit Date	12/15/2023	\$154,206.03	\$49,286.13	\$0.00	\$0.00	\$0.00	\$203,492.16
ACH 85031	Print Date:01/03/2024						
	Current	44,108.85	14,097.90	0.00	0.00	0.00	58,206.75
Last Deposit Date	12/18/2023	\$44,108.85	\$14,097.90	\$0.00	\$0.00	\$0.00	\$58,206.75
ACH 85079	Print Date:01/03/2024						
	Current	46,477.89	14,855.05	0.00	0.00	0.00	61,332.94
	Delq	18.80	3.36	0.00	0.00	0.00	22.16
Last Deposit Date	12/19/2023	\$46,496.69	\$14,858.41	\$0.00	\$0.00	\$0.00	\$61,355.10

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 12/01/2023 thru 12/31/2023 as of 01/08/2024

Batch Seq
4444470

Report run on: January 8, 2024 9:31 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 85126	Print Date:01/03/2024						
	Current	458,835.95	146,650.90	0.00	0.00	0.00	605,486.85
	Delq	(5,852.21)	(1,511.75)	0.00	0.00	0.00	(7,363.96)
Last Deposit Date	12/21/2023	\$452,983.74	\$145,139.15	\$0.00	\$0.00	\$0.00	\$598,122.89
ACH 85173	Print Date:01/03/2024						
	Current	358,223.00	114,493.52	0.00	0.00	0.00	472,716.52
	Delq	5.26	1.31	0.00	0.00	0.00	6.57
Last Deposit Date	12/22/2023	\$358,228.26	\$114,494.83	\$0.00	\$0.00	\$0.00	\$472,723.09
ACH 85222	Print Date:01/03/2024						
	Current	825,539.32	263,854.99	0.00	0.00	0.00	1,089,394.31
	Delq	219.85	56.03	0.00	0.00	0.00	275.88
Last Deposit Date	12/28/2023	\$825,759.17	\$263,911.02	\$0.00	\$0.00	\$0.00	\$1,089,670.19
ACH 85271	Print Date:01/03/2024						
	Current	483,714.03	154,602.36	0.00	0.00	0.00	638,316.39
	Delq	2,516.08	649.61	0.00	0.00	0.00	3,165.69
Last Deposit Date	12/29/2023	\$486,230.11	\$155,251.97	\$0.00	\$0.00	\$0.00	\$641,482.08
Total:		\$3,408,442.25	\$1,089,259.89	\$0.00	\$0.00	\$0.00	\$4,497,702.14

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: February 5, 2024

Date submitted: 01/09/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider approving the minutes of the City Council Regular Meeting held on January 8, 2024.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on January 8, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. January 8, 2024 CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
JANUARY 8, 2024**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, JANUARY 8, 2024, AT 5:30 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:

Trish Hanks	Councilmember
Steve Rockey	Mayor Pro Tem
Sally Branson	Councilmember
Joe Matranga	Councilmember
Brent Erenwert	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor ProTem Rockey called the meeting to order with a quorum present at 5:30 P.M.; all members were present, with the exception of Mayor Foreman who was absent.

2. INVOCATION

The invocation was led by the Friendswood Police Department Chaplain Moe Mays. Chaplain Mays offered words of comfort to the community and stated the following:

Father God, we come to you today with so many feelings and hurts and emotions swirling around here, swirling around us. I pray that you would calm spirits and spread compassion and grace over our people. Father, comfort them in the time of loss, the time of brokenness, the time of confusion. Father, take them in your arms and help them feel your presence each day as they walk through the journey. Father, help heal this city. Help us be more like Jesus each day as we walk through this journey with our friends and family. Father, be among us and lead God, and direct us that we may do your will each day, in Jesus' name we pray. Amen.

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

Mayor Pro Tem Rockey led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

4. COUNCIL COMMENTS AND REPORTS

Mayor Pro Tem Rockey began his comments by following up on Chaplain Mays' words and gave the following statement:

Friendswood has suffered sorrow from one outwardly capricious act of violence. We'd all hope that we would be spared this horror of our age, but unfortunately, its specter has visited us and now one child is gone, and another is gravely injured.

One of our own, City of Friendswood staff member and his family were marked by the shattering loss. This has been a gut punch to every family in our city. I've had the great fortune to have gotten to know Matt Riley really well. Matt has a poet's heart. He's one of the kindest, most gentle man I've ever known. He manages the Library with equity and composure. The Library staff loves him, and the patrons respect him. He encourages innovation from his staff and as a result, Library is an award-winning facility and widely used by the community. Matt stood up, supported by his family, and spoke the eulogy for his son, Ethan, at his funeral. No parent ever wants to be faced with having to do this. Matt's words gave us all insight into what kind of person Ethan was and the kind of man he could have been. It was a painful, poignant, and sublime testimony.

At the service, it was a group of high school-aged boys, friends of Ethan's, dressed in black, sitting in a pew reserved for the pallbearers. Prior to the start of the service, they, one by one, crossed the aisle to hug Ethan's family. The ache and solemnity etched on their young faces broke my heart, and it brought home the wide, rippling effect of this tragedy on our community. These boys should have been out horsing around, dreading the start of school after the holiday break instead of carrying their friend to his final rest.

I've searched for the right words that may allay the pain of the Riley family and maybe help us understand, and I have none. There's a branch of philosophy that reasons that as concepts enter a culture and are universally understood, words are created to express the notion clearly as a form of shorthand. This is why there are no words. I can find that because we don't ever want these situations to be explained. So, I'd like to ask for a moment of silence.

The Council, staff and attendees participated in a moment of silence.

Councilmember Branson further stated that Mayor Pro Tem Rockey's words were beautiful and there was nothing more to add, except for that her prayers are for peace and comfort that surpasses all understanding because there is no way to understand this tragedy.

Councilmember Hanks announced that she would be seeking another term as councilmember in the upcoming election.

5. PUBLIC COMMENT

Mr. John Ellisor requested to speak before Council regarding to announce his candidacy for the position of Councilmember Position 1 in the upcoming May election.

6. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

A. Present the City of Friendswood Five Star Spirit Award for the Third Quarter of 2023 to Sergeant Jeffery Kimberly in the Police Department.

City Manager Morad Kabiri presented the item and stated that four times a year he gets the distinct pleasure of recognizing one outstanding employee for the Five Star Spirit Award. Mr. Kabiri noted that several months back, a parent of one of the Bales Intermediate students contacted the City because the

Bales Westwood campus was undergoing a lockdown drill. The parent noted that her young child is autistic and unfortunately was found in the hallway when the drill started, which was very jarring and traumatizing for the young man. Sergeant Jeff Kimberly located the child, stayed with him, and walked him through drill to ensure his safety and well-being. The parent in question was incredibly grateful and noted that her son could not stop talking about him. Mr. Kabiri recognized Sergeant Kimberly for his service. Sergeant Kimberly thanked the Council for the recognition and introduced his family in attendance, which included his wife Crystal and his parents.

7. WORK SESSION TOPICS

A. Presentation and discussion regarding updated Community Economic Development Committee messaging.

Assistant City Manager Steven Rhea initiated the item by introducing Ms. Susan Asimakis who is the Chair of the Community and Economic Development Committee also known as CEDC.

Chair Asimakis thanked the Council for the opportunity to speak to them about what the CEDC was doing in regard to its messaging. She stated that she was very proud to be a part of this seven-member volunteer group that is focused on ensuring that Friendswood continues to be such a prosperous city, and obviously on helping the business community accomplish their goals of prosperity.

Chair Asimakis noted that the CEDC spent most of 2022 developing a strategic plan that helped them create a very bold and well thought out vision with seven initiatives. With this in mind, the CEDC spent most of 2023 looking at how to prioritize those initiatives and take action on the first prioritized item, which is that of collaboration.

The CEDC feels that this priority was critical because they are not an island and they wanted to continue to garner support within the community and other local organizations. Therefore, the CEDC collaborated with the Friendswood Downtown Economic Development Corporation (FDEDC) and the Friends of Downtown Friendswood (FDFA) to organize a uniform messaging for the program. One that captured a contemporary message about Friendswood's business community, its climate, and how to help retain the companies that are already operational, while attracting others.

Chair Asimakis stated that the group met with twenty-five local businesses to learn more about why they chose to establish their businesses in Friendswood, what are their challenges and what they would like to see moving forward.

The group took all of this data and created a final messaging and program for all of the participating groups to use in order to promote businesses in the community. The messaging and program are composed of the following:

The overarching story for Friendswood is that it is a forward-thinking community with a proud past, strong traditions, and space to grow dreams. This message can then be expanded upon in conversation with the following concepts:

- Friendswood is a proud city that values family ties, educational excellence, a sense of belonging, safe neighborhoods, and an environment where residents support and care for one another.

- Friendswood is a welcoming city with a collaborative business community, loyal consumers which contributes to the prosperous economy, a talented and capable workforce, an encouraging entrepreneurial spirit and is touted as a city on the move.
- Friendswood is a community with a big heart and a strong backbone, longstanding traditions, active charitable and civic organizations, and an exceptional quality of place to live, work and play.

Chair Asimakis thanked the Council for their attention to the presentation and asked for comments or suggestions related to the messaging.

Councilmember Branson stated that she wanted to note that this group has worked really hard from the ground up in trying to get one cohesive, consistent message out to the community, so, no matter where anyone looks in Friendswood or who they speak to, everyone is kind of singing the same song. Councilmember Branson thanked Chair Asimakis for her leadership over the last year and noted that the CEDC and city staff in the form of Steven Rhea and Aubrey Harbin had done an exceptional job on this item.

Mayor Pro Tem Rockey asked what the next steps for this program entailed. Chair Asimakis noted that they wanted to go back out to the interviewees to go over the results. They wanted to update the website, touching base with their collaborative organizations, ensuring that everyone is armed with the same information and resources that they can then use when making remarks and presentations. Lastly, she noted that they wanted to create and distribute a nice packet of information for the local business community and the partnering organizations.

Mayor Pro Tem Rockey thanked Chair Asimakis and the CEDC for their hard work on this item.

8. ZONE CLASSIFICATION CHANGE FROM NEIGHBORHOOD COMMERCIAL (NC) TO DOWNTOWN DISTRICT (DD).

A. Conduct a public hearing regarding a request for a zone classification change located at 903 S. Friendswood Drive, 0.34 acres being Lot Two (2) of Southern Breeze, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 18, Page 353, of the Map Records of Galveston County, Texas, to change from Neighborhood Commercial (NC) to Downtown District (DD).

At 5:55 P.M., Mayor Pro Tem Rockey opened the hearing and requested staff to give an overview of the item.

Community Development Director Aubrey Harbin summarized the subject matter of the public hearing and stated that staff received a request last month from the next-door neighbor of 901 South Friendswood, after he received the notice from the city that his neighbor was changing his zoning designation. The applicant hopped on board as well. Ms. Harbin stated that the rezoning in question is for 903 South Friendswood, which is located within the Downtown District boundaries. Ms. Harbin reminded the Council that one of staff's goals is to get all of the properties within this boundary changed to its appropriate designation of Downtown District. Ms. Harbin noted that there are approximately twenty

properties left, so they hope that staff can bring them all into the correct zone and in compliance with the city's Future Land Use Map.

Ms. Harbin stated that all the required notices were sent and published, and the Planning and Zoning Commission gave a positive recommendation following their public hearing on December 18th.

There being no one signed up to speak on the item, Mayor Pro Tem Rockey closed the public hearing at 5:57 P.M.

B. Consider an ordinance regarding a proposed zone change located at 903 S. Friendswood Drive, 0.34 acres being Lot Two (2) of Southern Breeze, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 18, Page 353, of the Map Records of Galveston County, Texas, to change from Neighborhood Commercial (NC) to Downtown District (DD).

A motion was made by Councilmember Matranga and seconded by Councilmember Griffon to approve Ordinance No. 2024-01, as submitted. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF THE PROPERTY LOCATED AT 903 S. FRIENDSWOOD DRIVE, MORE PARTICULARLY DESCRIBED AS A 0.34-ACRE TRACT OF LAND BEING LOT TWO (2), OF SOUTHERN BREEZE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 18, PAGE 353, OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, FROM NEIGHBORHOOD COMMERCIAL (NC) TO DOWNTOWN DISTRICT (DD); 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. IMPACT FEE UPDATE

A. Conduct a public hearing regarding amendments to the land use assumptions, the Capital Improvements Plan, and the maximum allowable water and wastewater impact fees.

At 5:59 P.M., Mayor Pro Tem Rockey opened the hearing and requested staff to give an overview of the item.

City Engineer Jil Arias presented the item and summarized the subject matter of the public hearing for Council noting that the Planning and Zoning Commission met on November 16, 2023, and acting in its capacity as the Capital Improvements Advisory Committee, filed a written comment related to proposed amendments to the land use assumptions, the capital improvements plan, and the maximum allowable water and wastewater impact fees. The Committee received an update and after reviewing the information voted 5-0 in favor of recommending that the City Council adoption of the maximum rate allowed of \$3,721 for water and \$1,675 for wastewater for a total of \$5,396.

There being no one signed up to speak on the item, Mayor Pro Tem Rockey closed the public hearing at 6:00 P.M.

B. Consider an ordinance approving amendments to the land use assumptions, the Capital Improvements Plan, and the maximum allowable water and wastewater impact fees.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to approve Ordinance No. 2024-02, with an exemption to waive all impact fees for infill development lots that are three-acres or more that can be subdivided into four lots or less.

Councilmember Griffon stated that Friendswood is rapidly approaching build-out and in an attempt to incentivize the development of these infill development lots that are large, the City should not penalize them by forcing them to pay impact fees twice or more. He noted that he had spoken to developers about this issue, Brett Banfield being one of them, and he was told that a lot of young people don't want to live on these big lots and prefer smaller lots that they can build a nice house on. Councilmember Griffon further noted that the lots that are left in Friendswood are solely large lots that can be divided into smaller lots and developed, and he believed that the City should incentivize this type of development via the waiving of associated impact fees as the needed infrastructure is probably already in place.

Councilmember Griffon stated that the properties impacted by his proposal could be identified in the map that was included in the agenda backup information as Infill; i.e., labeled on the map by the color purple. He further noted he knew people who also fit into this category, like his friend, David Gautreaux, who bought a three-acre tract of land behind his home and wanted to subdivide the large lot to build a house by his son, but he was looking at upwards of \$10,000 just to replat the lots, and that is not including the additional impact fees being considered, so that is another \$10,000 per lot/per connection. He noted that these high costs and fees are the reason that city employees can't afford to live in Friendswood.

Councilmember Matranga clarified that the motion on the table for said fee exemption is for three-acre lots that can be subdivided into no more than four homes. Councilmember Griffon concurred that his description was accurate.

Councilmember Matranga posed the question to staff about the impacts on the City's water and sewer system when one lot has one home versus four. City Manager Morad Kabiri noted that the impact fee charge looks at a 10-year window, 5-years back from today's date, and then 5-years forward, and accounts for all capital improvements that provide capacity, and capabilities for the City's infrastructure. This includes the capacity at the wastewater treatment plant, the surface water treatment plant, and the City's ability to provide healthy drinking water and sanitary sewage services. He noted that these costs are what they are and when the City is a part of regional agreements, as is the case with the City of Houston for the City's surface water treatment plant and the Gulf Coast Development or Gulf Coast Water Authority for the wastewater treatment plant, there are massive facilities that we share a cost in, which could change depending on circumstances that are out of the City's control. However, whatever those costs are, they are still less expensive than the City building its own facilities.

Mr. Kabiri noted that it is difficult to answer the Council's questions on the impact of waiving impact fees to certain locations because theoretically, of the City's 14,000 active connections today, 12,000 or thereabouts, are residential and if lots are subdivided into even by two, that doubles the demand on the system and the City does not have the financial resources to subsidize these services for all of them. Now granted, there's nothing to say that everybody can divide their lot into two, but staff would need something more definitive in the ordinance in order to waive those fees without having unintended consequences.

Mr. Kabiri noted that any new development that is not paid for by impact fees is going to be paid for by the City's utility rates, and the water and sewer bills that are paid every other month, so if the City does not raise enough money from impact fees to offset the demand on growth, then the water and wastewater bills would have to go up to cover that development.

Councilmember Matranga asked if by waiving impact fees, the costs would be moving from the person that is subdividing and building the homes to the general population of Friendswood. Mr. Kabiri stated that his assessment was correct.

Councilmember Griffon stated that developers don't pay impact fees because they give that expense over to the homebuyer. He noted that what he is targeting are not very many properties, so the costs would be negligible to any impact to the City's water and sewer rates that are already high enough. He further noted that the City's water and sewer reserves are 2 or 3 times what they should be, so there is plenty of money in the Public Works and Sewer Department to negligibly waive these fees to very few properties.

Councilmember Branson asked if staff had an idea of how many situations this would apply to, ballpark. Mr. Kabiri stated that at this point he could not give an accurate assessment because it had a lot of different factors, to include current zoning as well as the ability of the property owner to request rezoning which could increase their ability to build on the property and have a bigger impact on the City's water and sewer system and capacity. An example would be a three-acre lot that is rezoned to allow for multi-family or garden homes, this could potentially get conservatively about 30 homes on 3 acres or more, so he would again request more time to bring the Council something at the next meeting which could outline options for the waiving of the impact fees for certain properties.

The Council discussed various requirements for buildings, rezoning, the sub-division of lots, etc. After a brief discussion, Councilmember Matranga recommended that the Council consider approving the proposed impact fees, and have the staff come back at the next meeting with more information on the proposed waiving of the fees, the properties it would impact, and the logistics of what is being proposed. After a brief discussion on the motions and Robert's Rules, the motion on the table was amended.

A motion was made by Councilmember Hanks and seconded by Councilmember Matranga to amend the motion on the table to approve Ordinance No. 2024-02, as submitted originally. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

The original motion as amended was then considered. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE AMENDMENTS OF THE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AND AMENDING CHAPTER 74 "TAXATION," ARTICLE III "IMPACT FEES," SECTION 74-52 "IMPACT FEES FOR NEW CONSTRUCTION," SUBSECTION (D) "FEES" OF THE FRIENDSWOOD CITY CODE, TO AMEND THE MAXIMUM IMPACT FEE PER SERVICE UNIT THAT CAN BE ASSESSED AGAINST NEW DEVELOPMENT FOR WATER AND WASTEWATER IMPROVEMENTS AND FACILITIES ATTRIBUTABLE TO THE DEVELOPMENT PURSUANT TO CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

10. FRIENDSWOOD CITY CENTER DEVELOPMENT

- A. Consider authorizing the Professional Services Payment Agreement with Madison Development Corp., LLC, regarding the assumption of the costs associated with the creation of the Friendswood City Center Public Improvement District and the establishment of the Reinvestment Zone Number One, Friendswood, Texas.**

City Manager Morad Kabiri presented the item and stated that they have been talking about the creation of a Public Improvement District (PID) and a Tax Increment Reinvestment Zone (TIRZ) on the Whitcomb property for quite a while now. He further noted that the proposed project known as the Friendswood City Center has a lot of costs associated with its administration including those related to its creation and the management of the Public Improvement Districts and Tax Increment Reinvestment Zones for both the developer and the City. Mr. Kabiri noted that this item is necessary in order to recoup the city's cost and in order to live by what was promised that the cost for the operation, creation, and maintenance of these districts would be solely on the owners within the development and not on the rest of the City's taxpayers. Therefore, the proposed agreement would have the developer reimburse the City for costs associated with its consulting services for attorneys, consulting services for PID and TIRZ administration, and any other consulting services and costs that the city incur.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to authorize a Professional Services Payment Agreement with Madison Development Corp., LLC, regarding the assumption of the costs associated with the creation of the Friendswood City Center Public Improvement District and the establishment of the Reinvestment Zone Number One, Friendswood, Texas. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

B. Consider a resolution authorizing the creation of the Friendswood City Center Public Improvement District, which includes approximately 106.472 acres of land situated in the Sarah McKissick League, Abstract Number 549, Friendswood, Harris County, Texas, which property is generally located south of FM 528, east of Bay Area Boulevard, north of Oak Drive and west of Clear Creek and includes the portions of the rights-of-way of Townes Road, Blackhawk Blvd, and W. Bay Area Blvd.

City Manager Morad Kabiri presented the item and stated that this item was a continuation of the Friendswood City Center, in that it created the Public Improvement District (PID) itself. He noted that in December, the Council created the Tax Income Reinvestment Zone (TIRZ), which established the lion's share funding source for paying for the public infrastructure at the site. Mr. Kabiri noted that the other component of that financial matrix was the creation of a Public Improvement District, which is an assessment that is applied to the private properties held within that 106-acre district.

Mr. Kabiri further stated that each of the current and future landowners in that district will be assessed an additional charge similar to the West Ranch Management District, but it will instead be a flat assessment fee that will go towards paying the public infrastructure, the water and sewer, roadways, parkland, and a portion of the fire station for this site. He noted that the remaining portion of the fire station will be paid for by the TIRZ revenue whose increments will be generated for that site.

Councilmember Griffon asked if the financial plan for the PID was included in the agenda backup material, and asked what was the amount of the fee that was going to be levied. Mr. Kabiri noted that this information was included in the next item on the agenda related to the development agreement and noted that what they are looking at is a tax stack. As an example, a Friendswood resident will have a total tax rate that includes not just the City of Friendswood, but also the Drainage District, Galveston County, FISD, etc. For those within the PID, there will be an additional assessment for the private property owners that are on the Whitcomb property. Mr. Kabiri stated that this estimated tax or assessment will be about \$2.77; however, there are some discussions happening with the developer in which said assessment could possibly go up as high as \$3.05. Mr. Kabiri noted that the PID assessment is not a function of valuation but is instead these property owners will pay their taxes with their valuation and tax rate applied to it, plus a separate assessment that would be the equivalent of either \$2.77 or \$3.05.

Councilmember Matranga asked for purposes of clarity what the estimated costs of the project. Mr. Kabiri stated that as part of the creation of the TIRZ in December, there was a preliminary financing plan that was included in the packet. He noted that said plan estimated that the total cost of public infrastructure; i.e., water, streets, the Blackhawk Boulevard extension, the Townes Road extension, the creation of detention, and construction of a fire station, had an estimated total cost of \$58 million. Mr. Kabiri noted that this is only a preliminary finance plan because until the developer bids these improvements, there really is no way of knowing what the total costs is going to be, as such, these agreements have a cap on costs in the amount of \$100 million. So, while the agreement has a do-not-exceed amount of \$100 million, realistically, staff anticipates that the cost will come in at less than the \$58 million, or at least the developer is fairly confident they'll get those numbers in at a lot less than the \$100 million.

Mr. Kabiri further stated that the agreement being considered (1) establishes a cap on the cost at \$100 million, and (2) establishes a cap at 70% participation. He noted that in the tax increment that's created based on the value that was on the ground at the end of 2023 versus the value that's going to be on the ground in 2025 and 2026, whatever that delta is, which is going to be considerable, if it's valued at the project completion, which is estimated to be a total valuation of \$757 million. The City is currently getting \$8,900 a year off that property, at a value of \$757 million, the City will receive about \$4 million a year off that property, and 70% of that \$4 million will be set aside to pay back the debt service for this public infrastructure should the project not reach that valuation, they will still be capped at 70% of whatever that increment is. So, if they are only generating \$2 million a year for that property, then they can't squeeze out a penny more than whatever 70% of that \$2 million increment is.

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to approve Resolution No. R2024-01, as submitted. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

RESOLUTION NO. R2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AND CREATING A PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF FRIENDSWOOD IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

C. Consider a resolution authorizing a Development Agreement with Madison Development Corp., LLC, for the Friendswood City Center Development.

Councilmember Matranga asked that if this agreement has a lien-to-debt ratio or value-to-lien ratio of two to one, and also has a mechanism by which said ratio can be modified at a later date by city manager, under what circumstances would that ever happen. City Manager Morad Kabiri responded by stating that the City's initial lean-to-value ratio is going to 3:1, and so in order to make sure that the City has three times the collateral and also that in exchange for the debt that is going to be issued by the Public Improvement District, it can pay for the public infrastructure. When the City's financial advisors ran the metric, the data showed that the City would not be able to achieve this project within a two-year window at 3:1, but instead would take five or seven years to get the full development of this project done. Mr. Kabiri noted that the beauty of this project is that just trying to get this one project alone represents seven times the City's annual growth. He noted that in the last couple of years, the City has been getting about \$100 million worth of new construction, this single project represents seven times that amount. He further noted that they agreed on a lower lean-to-value ratio of 2:1, which still allows the City to have two times the collateral for the exposure that is being put out there for the public infrastructure. The statement in the agreement that authorizes the city manager to finalize this negotiation has nothing to do with the lien-to-value ratio. Instead, what staff is requesting is for the Council to authorize the city manager to finalize this agreement in predominantly the same fashion that it is now in the exhibits, small things here and there, but any change of any significance would be required to be brought back for City Council approval.

Councilmember Matranga also asked if the fire station in the development is going to be turned over as city-owned property and would the developer have any obligation into any of the payments for the TIRZ, or any other form of taxation, such as: any tax obligations, or infrastructure, or HOA kind of requirements. Mr. Kabiri responded that from a property owner standpoint, the city being the property owner, it does not have any obligations to property associations or homeowners associations; however, the city will have maintenance and operational costs of the fire station, the public parklands, the roads, etc., which is where the City's 30% of that TIRZ increment comes into play in order to pay for the City's operational cost for keeping the fire station operational and ongoing, as well as, to make sure the park is properly maintained and that the area is provided with the appropriate Police, Fire and EMS services.

Councilmember Matranga asked what kind of impact this development will have on the Police Department and its staffing. Mr. Kabiri noted that in November of 2021, the Council agreed to a police-to-population ratio of 1.56 officers per 1,000 residents, so for the number of units being proposed in this development, the City is looking at the additional of probably one and a half to two officers.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve Resolution No. R2024-02, as submitted. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

RESOLUTION NO. R2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING A DEVELOPMENT AGREEMENT WITH MADISON DEVELOPMENT CORP., LLC, RELATING TO THE FRIENDSWOOD CITY CENTER DEVELOPMENT AND THE FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

11. CITY MANAGER'S REPORT

A. Present an update regarding the Friendswood Arbor Day Event.

City Manager Morad Kabiri presented the item and stated that the Friendswood Annual Arbor Day Event is scheduled for Saturday, January 20th, at Centennial Park starting at 8:00 a.m., in which over 100 plus trees will be given away on a first-come, first-serve basis.

B. Present an update regarding the City receiving our 35th GFOA Award for Excellence in Financial Reporting for our fiscal year 2022 Annual Comprehensive Financial Report.

City Manager Morad Kabiri presented the item and stated that he wanted to highlight the City's outstanding Administrative Services Office who again received a Certificate of Achievement in Financial Reporting, which is related to the City's annual CAFR and audit report. Mr. Kabiri noted that this recognition is for the fiscal year 2022. The ASO team has received this award for 35 consecutive years, which is an outstanding accomplishment.

C. Present an update regarding a \$10 million Texas Water Development Board Grant for the Whitcomb Drainage Project.

City Manager Morad Kabiri presented the item and stated that the State of Texas had been working with some members of the City Council and City Staff on getting some much-needed drainage dollars to lower Clear Creek. The \$10 million grant is part of the interlocal agreement that the City has with Harris County Flood Control District, Galveston County, and Galveston County Consolidated for the Whitcomb Project. The City has that plus its bond drainage dollars that were authorized in 2019 for this project which will include the terracing and detention at the Whitcomb property.

Present an update regarding the 2023 Employee Service Award recipients.

City Manager Morad Kabiri stated that the city held its annual Christmas dinner back on December 8th and recognized employees for their years of service as follows:

5-years of service:

- Information Technology, James Anderson
- Emergency Services, Sharell Grant
- Public Works, Matthew Traubeneck
- Parks, Mauricio Figueroa
- Public Works, Michelle Cantu and Myra Rangel
- City Manager's Office, Steven Rhea
- Public Works, Carlos Larios
- Public Works, Jorge Rinderos
- Library, Drew Watkins
- Police Department, Clifton Lyles.

10-years of service:

- Police Department, Ashley Hempel
- Municipal Court, Ethan Baker and Don Quintanilla.
- Police Department, Corey McCombs
- Parks, Caleb Mull
- Police-Animal Control, Robert Lee
- Public Works, Jose Sanchez
- Emergency Services, Steven Simmons
- Parks and Rec., Robert Voss
- Police Department, Christina Duseck.

15-years of service:

- Police Department, Jackie Ingrosso, Quinn Pearson and Jose Lobo
- Library, Lisa Wilkins

20-years of service:

- Public Works, Seth Castillo and Myrese Woodward
- Municipal Court, Kathleen McCumber
- Police Department, Kevin Crouch
- Parks and Rec., Genie Balderas

25-years of service:

- Police Department, Terrie Doyle and Ron Pallage
- Information Technology, Roger Speed

40-years of service:

- Municipal Court, Judge Jim Woltz

45-years of service:

- Public Works, Mack Mosqueda

D. Present the Salt Grass Chapter TMCA – Delores McKenzie Scholarship to Deputy City Secretary Raquel Martinez.

City Manager Morad Kabiri recognized Deputy City Secretary Raquel Martinez for receiving a \$500 scholarship from the Salt Grass Chapter TMCA for continuing education costs associated with the TMCA certification program.

E. Present an update regarding Jennifer Hale, Senior Clerk in the City's Municipal Court receiving the Distinguished Service Award from the Texas Court Clerks Association.

City Manager Morad Kabiri recognized Jennifer Hale, Senior Clerk, for receiving the Distinguished Service Award from Texas Court Clerks Association. She was recognized for her outstanding service, not only to the organization, but also to the continuing education that she lectures within the Municipal Courts industry.

F. Present an update regarding a Santa Rides Route Tracker & Interactive Map.

City Manager Morad highlighted a joint effort by the Friendswood Volunteer Fire Department and the Community Development, GIS Division in creating a tracking program to let the public know in real time the route and location of Santa on the fire truck, so residents can make sure they don't miss him when he drives around the city next December.

12. BUSINESS ITEMS

A. Consider authorizing a professional services agreement with Stantec Consulting Services, Inc., complete a pavement condition assessment on City-maintained paved roads and to implement a pavement management system.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to authorize the professional services agreement with Stantec Consulting Services, for pavement condition assessment for City-maintained paved roads. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matrangola, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

13. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider an ordinance ordering the City of Friendswood General Election and Special Election to be held on May 4, 2024, for the purpose of (1) electing a Mayor and Councilmembers for Positions Nos. 1 and 3; and (2) voting for or against the reauthorization of sales and use tax for street maintenance for another four years.**

A motion was made by Councilmember Erenwert and seconded by Councilmember Griffon to approve Ordinance No. 2024-03, as submitted. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ORDERING THE GENERAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY, 2024, FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO COUNCILMEMBERS FOR POSITIONS ONE (1) AND THREE (3); ORDERING A SPECIAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY 2024, FOR THE PURPOSE OF REAUTHORIZING THE LOCAL SALES AND USE TAX IN THE CITY OF FRIENDSWOOD AT THE RATE OF THREE-EIGHTHS OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; MAKING OTHER PROVISIONS RELATED TO SUCH ELECTION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

A motion was made by Councilmember Branson and seconded by Councilmember Matranga to approve Ordinance No. 2024-04, as submitted. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

ORDINANCE NO. 2024-04

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 XII" 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 amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment II" and providing for supplemental appropriation and/or transfer of certain funds.**

A motion was made by Councilmember Matranga and seconded by Councilmember Erenwert to approve Ordinance No. 2024-05, as submitted. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2023-20, PASSED AND APPROVED AUGUST 28, 2023, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2023-24, BY APPROVING "BUDGET AMENDMENT II" 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.

- D. Consider a resolution directing certifying that certain election precincts in Harris County qualify for an exemption form the certain bilingual requirements of the Voting Rights Acts as well as the Texas Election Code and directing the Mayor to provide a written summary to Harris and Galveston Counties certain information concerning this exemption, including a summary of the official census information, a map of the affected precinct boundaries.**

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to approve Resolution No. R2024-03, as submitted. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

RESOLUTION NO. R2024-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DIRECTING THE MAYOR OF THE CITY OF FRIENDSWOOD TO FILE WITH HARRIS AND GALVESTON COUNTIES (I) A CERTIFICATION THAT CERTAIN PRECINCTS QUALIFY FOR AN EXEMPTION FROM THE BILINGUAL REQUIREMENTS OF THE VOTING RIGHTS ACT AS WELL AS THE TEXAS ELECTION CODE, (II) A WRITTEN SUMMARY OF THE OFFICIAL CENSUS INFORMATION UPON WHICH THE CITY COUNCIL RELIED TO DETERMINE ITS EXEMPTION, (III) A MAP OF THE PRECINCT BOUNDARIES OF THE CENSUS ENUMERATED AREAS, AND (IV) A CERTIFIED COPY OF THIS RESOLUTION; MAKING OTHER FINDINGS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE.

14. CONSENT AGENDA

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to approve the Consent Agenda Items 15.a. through 15.g. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

A. Consider a resolution authorizing the Agreement for Temporary Road Closure of State-Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Youth Sports Day Parade on FM 2351

- B. Consider authoring the City Manager to negotiate and execute an Election Services Contract with Galveston County, Texas, for the City's General and Special Elections to be held on May 4, 2024.**
- C. Consider ratifying a Master Services Agreement with PS Lightwave, Inc., for Ethernet, Internet and related services for the Public Safety Building under TIPS Purchasing Cooperative Contract No. 220105.**
- D. Consider ratifying the sole source agreement with Innovative Interfaces, Inc., for certain library management, discovery, and resource-sharing technologies.**
- E. Consider authoring the final acceptance of the FY21-22 Asphalt Street Maintenance Program.**
- F. Consider approving the ad valorem tax report for November 2023.**
- G. Consider approving the minutes of the Special Council Meeting held on December 11, 2023.**

15. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding Cause No. 18-CV-0108; Tostado v. City of Friendswood, in the 122nd Judicial District Court, Galveston County, Texas.**
- B. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorney regarding the Fair Housing Act.**
- C. Recess and convene into an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate offers of financial or other incentives to business prospects the City seeks to locate, stay or expand in Friendswood and to seek the advice of the City's attorney on legal matters related thereto.**
- D. Recess and convene into an executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the annual performance of the City Attorney.**

At 6:52 P.M., Mayor Pro Tem Rockey recessed and convened into an Executive Session pursuant to the above noted sections of the Texas Government Code:

At 7:34 P.M., Mayor Pro Tem Rockey reconvened and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in executive session.

16. DISCUSSION AND POSSIBLE ACTION

- A. Consider an Economic Development Agreement for the redevelopment of a vacant building in the Downtown District for commercial purposes.**

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve an Economic Development Agreement for the redevelopment of a vacant building in the Downtown District for commercial purposes. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

B. Consider an Economic Development Agreement for certain improvements to an existing building in the Downtown District for commercial purposes.

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to approve an Economic Development Agreement for certain improvements to an existing building in the Downtown District for commercial purposes. The vote was as follows:

Ayes: Mayor Pro Tem Steve Rockey, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Brent Erenwert

Nays: None

Other: Mayor Foreman (Absent)

The item passed unanimously.

C. Consider taking appropriate action regarding the City Attorney's annual performance evaluation.

Per the request of the Mayor Foreman, this item was postponed to the next City Council meeting so he could be in attendance.

17. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the January 8, 2024, City Council Regular Meeting at 7:35 P.M.

Steve Rockey, Mayor Pro Tem

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: February 5, 2024

Date submitted: 01/09/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider taking appropriate action regarding the City Attorney's annual performance evaluation.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS