



**CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 4, 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 COMMENTS AND REPORTS

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

5. PUBLIC COMMENT

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.

6. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS

- A. Present the City of Friendswood Five Star Spirit Award for the Fourth Quarter of 2023 to Marcos Martinez, a Project Manager in the Engineering Department.

7. COMMITTEES OR SPECIAL REPORTS

- A. Receive the Planning and Zoning Commission Annual Report.
- B. Receive the Zoning Board of Adjustments Annual Report.
- C. Receive the Friendswood Historical Society Annual Report.

8. WORK SESSION TOPICS

- A. Receive and discuss an update regarding Capital Improvement and Drainage Projects.

9. CITY MANAGER'S REPORT

- A. Present an update regarding Brian Mansfield, Director of Emergency Services, receiving his Certified Emergency Manager designation through the International Association of Emergency Managers.
- B. Recognize the Friendswood Library for receiving the Texas Municipal Library Directors Association's Achievement of Excellence in Libraries Award for 2023.
- C. Present an update regarding the removal of sirens and poles.

10. BUSINESS ITEMS

- A. Consider authorizing an Interlocal Collection Agreement with Galveston County for collection services related to Friendswood City Center Public Improvement District.
- B. Consider authorizing an Interlocal Agreement with Galveston County Consolidated Drainage District for the Deepwood Drainage Improvement Project.
- C. Consider authorizing the City Manager to negotiate and execute an Interlocal Agreement with Friendswood Independent School District for School Resource Officers.
- D. Consider authorizing a Professional Services Agreement with PGAL, Inc., for the Friendswood Civic Center Replacement Project and the Library Expansion Project.
- E. Consider authorizing the Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., for the Council Chamber Renovation Project.
- F. Consider authorizing a Professional Services Agreement with Fivengineering, LLC, for preliminary design services associated with the Lift Station No. 27 Improvements Project.
- G. Consider authorizing a Professional Services Agreement with Fivengineering, LLC, for preliminary design services associated with the Lift Station No. 8 Improvements Project.

11. MAY 4, 2024, GENERAL ELECTION

- A. Receive the Certificate of Unopposed Status for the positions of Mayor, Councilmember Position No. 1 and Councilmember Position No. 3.
- B. Consider an ordinance declaring (1) the unopposed candidate Mike Foreman elected to the Office of Mayor, (2) the unopposed candidate John Ellisor elected to the Office of Councilmember Position No. 1, and (3) the unopposed candidate Trish Hanks elected to the Office of Councilmember Position No. 3; and canceling the associated May 4, 2024, General Election.

12. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment IV" and providing for supplemental appropriation and/or transfer of certain funds.
- B. Consider on final reading an ordinance approving a rate adjustment for solid waste collection and disposal.
- C. Consider a resolution authorizing funding for the Harris County Precinct 2 Partnership Application for the Bay Area Boulevard and Grissom Road Intersection Signalization Project.

13. 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 authorizing the Galveston County Mosquito Control District to use aerial application methods for the purpose of mosquito control within the Galveston County portion of the City of Friendswood.
- B. Consider authorizing the Second Amendment to the Contract for Professional Services with FiveEngineering, LLC, for final design, bidding, and construction phase services for the 2020 Lift Station Mitigations Project - Phase IV (Lift Station No. 4).
- C. Consider authorizing a contract with the Friendswood Historical Society for the maintenance and preservation of historical sites in the City.

- D. Consider appointing Benette Rowley to the Keep Friendswood Beautiful Committee for an unexpired term commencing immediately and ending October 31, 2025.
- E. Consider approving the ad valorem tax report for January 2024.
- F. Consider approving the minutes of the City Council Regular Meeting held on February 5, 2024.

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 TYY 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
1st day of March 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: March 4, 2024

Date submitted: 02/20/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present the City of Friendswood Five Star Spirit Award for the Fourth Quarter of 2023 to Marcos Martinez, a Project Manager in the Engineering Department.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

While on his way to a job site, Marcos noticed a shirtless, unaccompanied child on the side of the road, pulled over, contacted PD and helped get the child reunited with his family. His quick action resulted in a safe and positive outcome.

Marcos is a Project Manager with the Engineering Department and has been with the city since November of 2022.

Marcos' actions certainly exemplify the attributes of the Five Star Spirit Award: being Courteous, Competent, Reliable, Professional, and Enthusiastic. We congratulate Jeffery on being the recipient of the Five Star Spirit Award and thank him for his service to our citizens!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 01/16/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive the Planning and Zoning Commission Annual Report.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The detailed report of P&Z actions for 2023 is attached, as well as a summary report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2023 Detail Report of P&Z Actions
2. PZ Activity Report 2023

2023 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
1/12/2023	Recommendation	Zone classification change for 401 N Friendswood Dr (Jeter) from CSC to SFR	Positive Recommendation	n/a	PZ PH 1-12-2023 CC PH & 1st Reading 2-9-2023 Ordinance 2023-05
2/9/2023	Commercial Site Plan	The Albritton - 408 S Friendswood Dr	Approved	2/9/2024	n/a
2/9/2023	Commercial Site Plan	Challenge Elite Sports - 14150 Beamer Rd	Approved	2/9/2024	n/a
2/9/2023	Final Plat	Hagewood Estates	Approved	2/9/2024	n/a
2/9/2023	Preliminary Plat Extension	Friendswood Trails Sections 3A & 4A	Approved	8/9/2024	n/a
3/9/2023	Final Plat	Georgetown Detention Basin Phase I	Approved	3/9/2024	n/a
4/13/2023	Recommendation	Zone classification change for 801 W Parkwood Ave from SFR to CSC	Positive Recommendation	n/a	PZ PH 4-13-2023 CC PH & 1st Reading 5-1-2023 Ordinance 2023-10
4/13/2023	Recommendation	Zone classification change for 502 S Friendswood Dr and 107 Spreading Oaks Dr (Friends Church) from SFR to DD with an SUP for #8131 Religious Organizations and #624 Social Assistance	Positive Recommendation	n/a	PZ PH 4-13-2023 CC PH & 1st Reading 5-1-2023 Ordinance 2023-11
4/13/2023	Commercial Site Plan	Big City Manufacturing - 4472 FM 2351	Approved	4/13/2024	n/a
4/13/2023	Preliminary Plat	Nixon Estates	Approved	10/13/2023	n/a
5/25/2023	Final Plat	Nixon Estates	Approved	5/25/2024	n/a
5/25/2023	Replat	Jeter Memorial Funeral Home	Approved	5/25/2024	n/a
6/8/2023	Final Plat	Division C Lot 64	Approved	6/8/2024	n/a
6/8/2023	Commercial Site Plan Amendment	4 Oak Tree Drive - add 6 parking spaces	Approved	6/8/2024	n/a
6/22/2023	Preliminary Plat	Friendswood Trails Sections 4B & 5A	Approved	12/22/2023	n/a
6/22/2023	Commercial Site Plan Amendment	Industry Park II - 4550 and 4552 FM 2351 Add 8' wood fence at Discount Brake	Approved	6/22/2024	n/a
6/22/2023	Commercial Site Plan Amendment	Industry Park II - 4550 and 4552 FM 2351 Replace wood fence with chain link fence	Disapproved	n/a	n/a
6/22/2023	Commercial Site Plan Amendment	Industry Park II - 4550 and 4552 FM 2351 Do not install buffer trees	Disapproved	n/a	n/a
6/22/2023	Commercial Site Plan Amendment	Industry Park II - 4550 and 4552 FM 2351 Decrease mitigation trees from 12 to 9	Approved	6/22/2024	n/a

2023 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
6/22/2023	Commercial Site Plan Amendment	Industry Park II - 4550 and 4552 FM 2351 Increase gate sizes to 4-feet wide	Approved	6/22/2024	n/a
6/22/2023	Commercial Site Plan Amendment	Industry Park II - 4550 and 4552 FM 2351 Modify fire lanes in accordance with FMO	Approved	6/22/2024	n/a
6/22/2023	Commercial Site Plan Amendment	Industry Park II - 4550 and 4552 FM 2351 Move gate locations along the driveway	Approved	6/22/2024	n/a
6/22/2023	Commercial Site Plan Amendment	Industry Park II - 4550 and 4552 FM 2351 Move ADA parking spaces near Building 1	Approved	6/22/2024	n/a
6/22/2023	Commercial Site Plan Amendment	Industry Park II - 4550 and 4552 FM 2351 Replace proposed aluminum fence with a 8' wood fence	Approved	6/22/2024	n/a
7/13/2023	Recommendation	Amendments to Appendix C, Zoning Ordinance, Section 7.P.6. Permitted Use Table including NAICS updates, commercial uses in industrial districts, and remove S1	Positive Recommendation	n/a	PZ PH 7-13-2023 CC PH & 1st Reading 8-7-2023 Ordinance 2023-18
8/10/2023	Recommendation	Amendments to Appendix A, Sign Ordinance	Positive Recommendation	n/a	PZ 8-10-2023
8/10/2023	Recommendation	Zone Change Request 209 E Edgewood Drive from PUD to OPD and allow SUP to remain	Positive Recommendation	n/a	PZ PH 8-10-2023 CC PH & 1st Reading 9-11-2023 Ordinance 2023-23
8/10/2023	Commercial Site Plan Amendment	Friendswood Community Hospital - 3201 E FM 528	Approved	8/10/2024	n/a
8/10/2023	Final Plat Extension	Avalon @ Friendswood Detention Final Plat	Approved	8/10/2024	n/a
8/24/2023	Commercial Site Plan Amendment	Friendswood Shopping Center - 106 Whispering Pines Ave Additional Parking	Approved	8/24/2024	n/a
8/24/2023	Commercial Site Plan	Site One Landscape Storage - 4456 FM 2351	Approved	8/24/2024	n/a
8/24/2023	Recommendation	Amendments to Appendix A, Sign Ordinance	Positive Recommendation	n/a	PZ 8-10-2023; 8-24-2024 CC 1st Reading 9-11-2023 CC 2nd Reading 10-2-2023 Ordinance 2023-26
9/28/2023	Master Plan	The Estates at Wilderness Trail	Approved	n/a	n/a

2023 Summary of Planning and Zoning Actions

Date	App Type	Project Name	Action	Expiration	Council Action
10/12/2023	Recommendation	Zone Change Request Friendswood City Center from PUD to revised PUD	Positive Recommendation	n/a	PZ PH 10-12-2023 Tabled PZ 10-26-2023 CC PH & 1st Reading 11-6-2023 Ordinance 2023-28
10/26/2023	Preliminary Plat	Georgetown Section 1	Disapproved	n/a	n/a
10/26/2023	Preliminary Plat	Georgetown Blvd Phase II	Disapproved	n/a	n/a
10/26/2023	Preliminary Plat	Sherry Lane Street Dedication	Disapproved	n/a	n/a
11/16/2023	Recommendation	Zone Change Request 901 S Friendswood Dr from NC to DD	Positive Recommendation	n/a	PZ PH 11-16-2023 CC PH & 1st Reading 12-4-2023 Ordinance 2023-32
11/16/2023	Commercial Site Plan Amendment	Family Animal Hospital of Friendswood - 1 Oak Tree Dr	Approved	11/16/2024	n/a
11/16/2023	Commercial Site Plan	110 and 112 Hunters Ln Shell Buildings	Approved	11/16/2024	n/a
12/4/2023	Recommendation	Zone Change Request 903 S Friendswood Dr from NC to DD	Positive Recommendation	n/a	PZ PH 12-04-2023 CC PH & 1st Reading 01-8-2024 Ordinance 2024-01

Final Approval Totals:

Commercial Site Plans - 5
 Commercial Site Plan Amendments & Extensions - 5
 * Amendments to Industry Park II only counted as one approval
 Preliminary Plats - 2
 Preliminary Plat Extensions - 1
 Final Plats/Replats - 5
 Final Plat Extensions - 1
 Vacating Plat -
 Master Plan - 1

Total Recommendations to City Council:

Zone Changes - 7
 Ordinances - 2
 Resolutions -



Summary of Actions

(Detailed spreadsheet attached)

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

Accomplished:

- Conducted annual review of Permitted Use Table; made a recommendation and changes were adopted via Ord. 2023-18
- Recommended to Council to amend Appendix A, Sign Ordinance – changes adopted via Ord. 2023-26; this change included a change to prohibit LED window lights in all commercial zoning districts
- Two commissioners and staff attended the APA Texas Conference in Corpus Christi.
- Held a Retreat to establish and prioritize goals for the Commission

Ongoing projects/To Do List:

- Continue work with City Council to update the Comprehensive Plan
 - Obtain updates from other City departments involved in the Comprehensive Plan to identify their progress and deadlines for completing their sections.
 - Update list of related master plans and progress on updates to those plans.
 - Establish review and update procedures for the future.
- Workshop Mobile Vendors with City Council.
- Review/update Zoning Ordinance:
 - Adopt a formal process of updating the Future Land Use Map.
 - Update requirements for special events.
- Adopt a new official zoning map.
- Research micro zoning for undeveloped commercial along FM 528.
- Review/recommend updates to the Design Criteria Manual regarding minimum parking regulations for funeral homes and gas stations.
- Review Park Dedication requirements once Parks Master Plan is updated.
- Training on various planning related topics.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: March 4, 2024

Date submitted: 01/16/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive the Zoning Board of Adjustments Annual Report.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The 2023 annual report for the Zoning Board of Adjustment (ZBOA) is attached. We are in the process of updating the Rules of Procedure, which were last adopted in 1992.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2023 ZBOA Annual Report

Memo

To: Mayor and City Council

From: Philip Ratisseau, Zoning Board of Adjustment Chair
Glen Grayban, Zoning Board of Adjustment Vice-Chair

Date: March 2024

Re: 2023 Zoning Board of Adjustment Activity

The Zoning Board of Adjustment met one time in 2023 for administrative purposes to vote for chairman and vice chairman and administer oaths of office for reappointed members.

Correction to the report last year...

Last year's annual report indicated that an administrative meeting was held to re-elect a chair and vice chairperson; however, that action was not taken in 2022. Chair and vice chair positions are two-year terms and prior to 2023 were last elected in 2021.

HISTORICAL PERSPECTIVE:

Year	Number of ZBOA Cases
2023	0
2022	2
2021	2
2020	6*
2019	0
2018	9*
2017	2
2016	5
2015	3
2014	3
2013	1
2012	4

* Multiple requests for same address

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: March 4, 2024

Date submitted: 02/07/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Receive the Friendswood Historical Society Annual Report.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Pursuant to the contract with the Friendswood Historical Society (the "Society") for the maintenance and preservation of historical sites in the City, the Society is required to make an annual report to the City Council outlining the extent of its efforts in the following areas:

1. maintenance of historical grounds, buildings and markers within the city limits;
2. collection and maintenance of pertinent information regarding the history and heritage of the community of Friendswood;
3. dissemination of information regarding historical facts, findings, and heritage of the community of Friendswood; and
4. the annual event held to celebrate the history and heritage of the community of Friendswood.

Mr. Dave Smith will be in attendance at this meeting to present this annual report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive the report.

ATTACHMENTS

1. Annual Report 2023-24

2023-24 Friendswood Historical Society Annual Report

Thank you for your support of the Friendswood Historical Society, it has been a year of tradition and rejuvenation.

Our museums: The Brown Museum on Skyview and The Perry House on Spreading Oaks are open to the public the first Saturday of each month from 10 AM to 2 PM. Special tours are available by appointment. This schedule is coordinated with the Friendswood High School Museum at the old junior high school site. We want to give a special thanks to our docents to who provide the backdrop for people that visit the museums, we have over 25 volunteers who have gone through the training required to host the museums.

This year the society held a traditional ice cream social at the Quaker's Friends Church across from the Perry House. In conjunction with the Friends of Downtown Friendswood Association, the Friendswood High School Art Club and Keep Friendswood Beautiful the Society hosted over 400 people who enjoyed the traditional fellowship and the Blue Bell Ice Cream. We were blessed with the musical talents of George Cowart during the social.

The Historical Society also held its annual Christmas tree lighting. This year the children from Friends Church provided traditional carols, the Heritage Gardeners provided traditional gingerbread, the Sasser family provided the Wassail and the crowd was entertained by the "Friendswinds" and delightful musical ensemble. The man in red always provides the magic.

Every year we do a physical assessment of the facilities, and there is one project that we have been anticipating for several years. The Perry House was originally constructed with Cypress boards, which may have come from downed trees during the 1900 storm. That lap and gap style construction is not completely weatherproof and over the years has allowed the humidity to seep into the house, particularly affecting the wallpaper. Which was installed over burlap. We will begin to tackle that project this year.

The Perry House has recently begun an "adopt a bed" program, where local citizen's groups have adopted one or more growing beds to plant and care for flowers, vegetables, and herbs. That together with some yard improvements, being made by local citizens, is creating the ability for private groups to use the grounds for special occasions and farm and vine type outings. These projects and events bring more awareness of our facilities and more educational opportunities. Some of these ideas came out of the KFB grant for the reconstruction of the garden beds, a project that was completed this past year.

We also look forward to the installation of the wood carving that depicts the Quaker way of life. It will sit in between The Perry House and the Friends Church. The carving comes from large oak trees that were lost to downtown development and utility right of way clean up. The work of art will eventually be surrounded by a garden setting that will allow visitors a setting to reflect on our community's rich history.

As an all-volunteer organization, we strive to keep the heritage of our community in the hearts and minds of the Friendswood Community. We look forward to your continued support.

Friendswood Historical Society Board of Directors

Dave Smith

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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Date requested for City Council consideration: March 4, 2024

Date submitted: 02/06/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Receive and discuss an update regarding Capital Improvement and Drainage Projects.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Council will hear an update on CIP and Drainage Projects. Included in this update will be the reconstruction of Blackhawk Boulevard and construction at the Friendswood Regional Stormwater Detention Basin.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. CIP & Drainage Update March 2024 FINAL

CITY OF FRIENDSWOOD

Capital Improvement & Drainage Projects Update



Pavement Management Study

LOCATION:

City-wide

STATUS:

Data collection complete

186 centerline miles collected

Surveyed pavement roughness & rutting, and surface distresses using laser

Pavement Condition Index (PCI) will be developed from surveys



Blackhawk Blvd - Phase II-B

LOCATION:

Blackhawk Boulevard (Geneva Dr to Pennystone Way)

STATUS:

Southbound concrete paving ongoing

Water line installation nearing completion

Northbound concrete demolition will start soon



Blackhawk Blvd - Phase II-C

LOCATION:

Blackhawk Boulevard (Pennystone Way to FM 2351; Thursa Lane to FM 528)

STATUS:

Project will complete the rest of Blackhawk Boulevard

Engineering/repackaging of bid documents started



2024 Harris County Precinct 2 Partnership App.

LOCATION:

Intersection of Bay Area Boulevard & Grissom Road

STATUS:

Application submitted to Precinct 2 for 2024 Partnership Project

\$500,000 project, 25% City of Friendswood, 25% City of League City, 50% Harris County

Signalization of Bay Area Boulevard & Grissom Road

CoLC preparing MOU for approval



Blackhawk Facility Renovation & Shelter

LOCATION:

15355 Blackhawk Boulevard

STATUS:

Both Renovation & Shelter
Substantially Complete

All departments moved into their
respective areas

Backup Generator to be installed
Summer 2024



Reno - \$5.4M – Funding: GO Bonds, W/S Working Capital, W/S Bonds, GF

Shelter - \$963K – Funding: CDGB-DR, W/S Working Capital, GF

Fire Station #2 Reconstruction

LOCATION:

2605 W. Parkwood
Drive

STATUS:

Substantially
Complete

Ceremonial
opening to be
scheduled soon



24" Clear Creek Water Line Crossing Project

LOCATION:

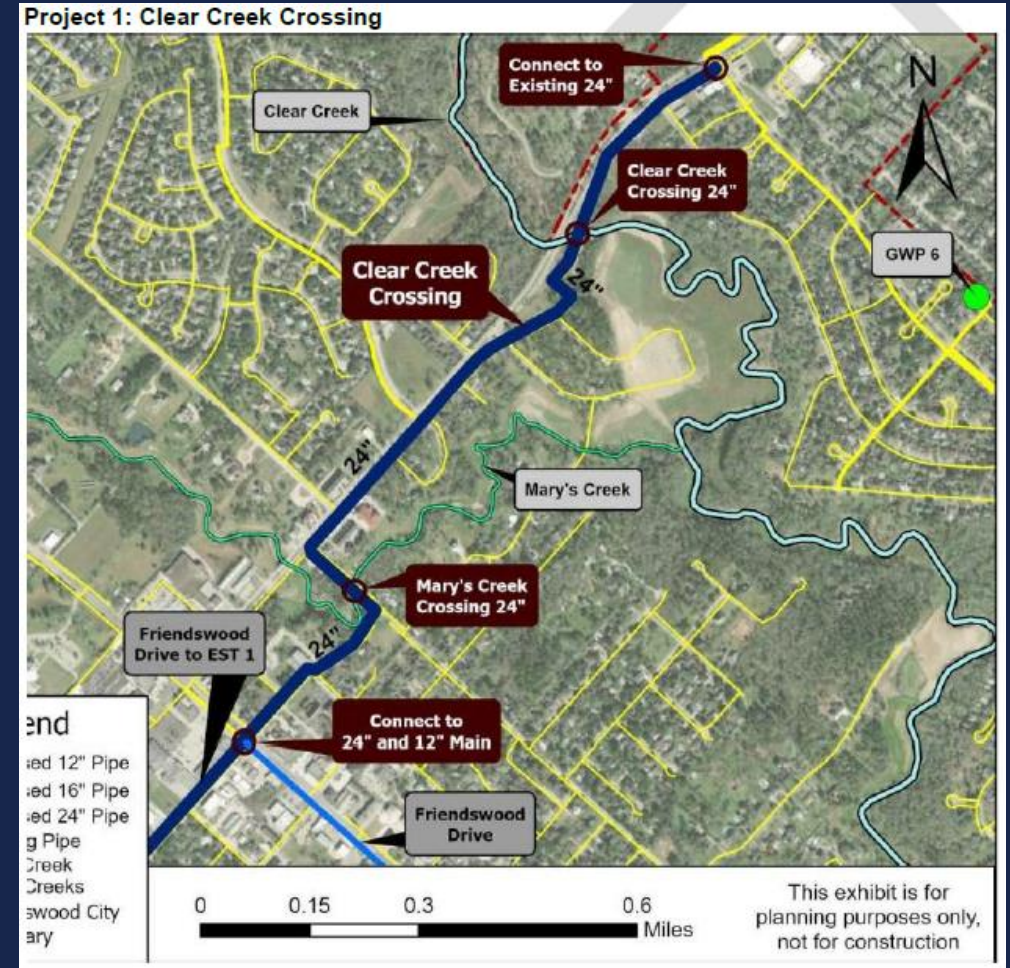
Generally parallel to FM 2351, from Blackhawk Blvd. to FM 518

STATUS:

Geotechnical Investigation started

Environmental Assessment started

Survey work ongoing



Tank Rehab Project

LOCATION:

Multiple

STATUS:

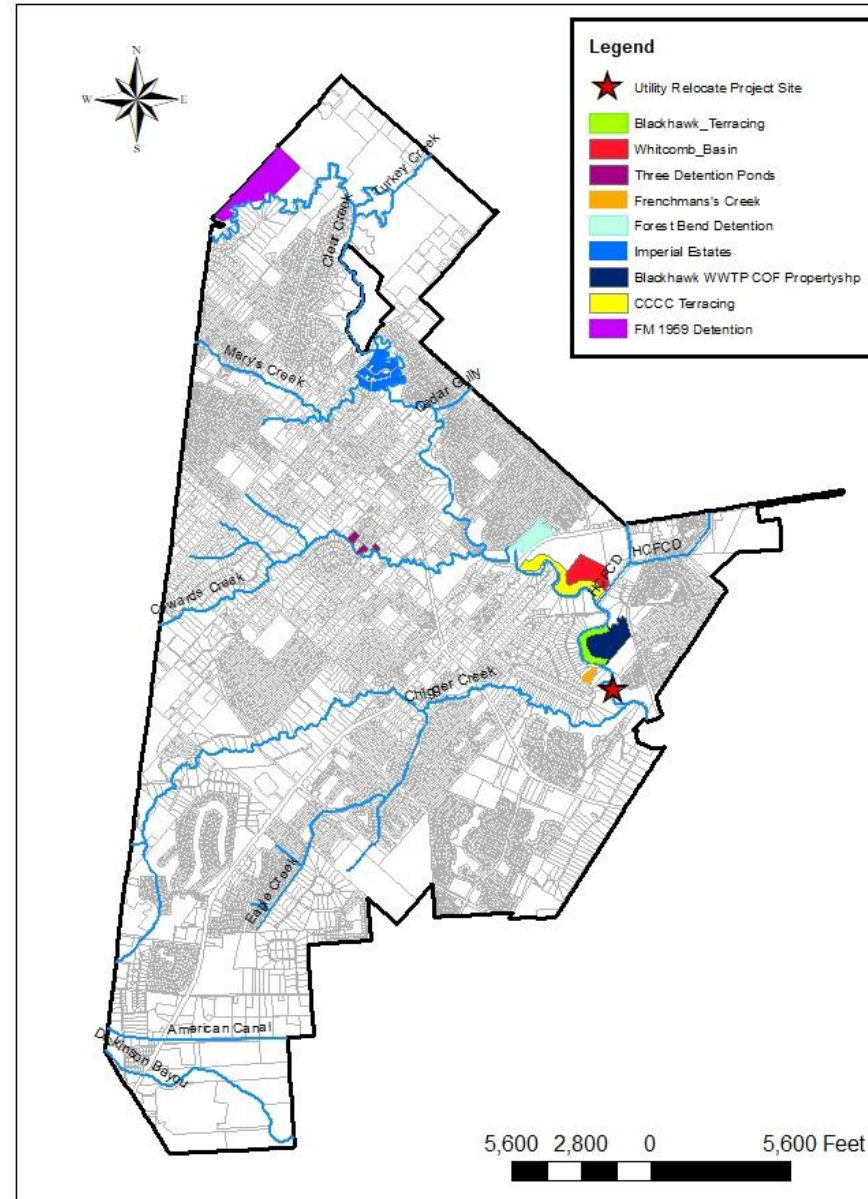
Water Tower #2 to be recoated soon with updated logo

Slowed due to bad weather

Completion anticipated early Summer 2024



City of Friendswood Flood Control Projects



Forest Bend Offline Detention

Community Development Block Grant – Disaster Recovery from Hurricane Harvey

Location

Forest Bend Subdivision (Bounded by Clear Creek along Southwest and FM 528 on the South in Harris County).

Remaining Tasks:

Substantially complete

Open to the public

Due to drought last year, grass has not completely sprouted; contractor in process of re-establishing turf



Funding Sources: (Cost to Date: \$3,648,511) CDBG-DR Grant Funds; GO Bond Funds; General Fund

Clear Creek Utility Rack Relocation

Community Development Block Grant – Disaster Recovery from Hurricane Harvey

Location

Polly Ranch Subdivision [Dave Brown Memorial Park]/ Terra Bella Subdivision (Across Clear Creek South of Blackhawk Wastewater Treatment Plant)

Completed Activities

Engineering Complete

Ongoing/Upcoming Activities

Environmental Assessment Wrapping Up

Awaiting Authorization to Use Grant Funds (AUGF) to Bid for Construction

Summer 2024 Target for Start of Construction

Construction Timeline (120 Days)

Funding Sources: (\$1,238,630) CDBG-DR Grant Funds

Clear Creek Utility Rack Relocate



Frenchmen's Creek Green Space

Community Block Development Grant – Disaster Recovery from Hurricane Harvey

Location

Polly Ranch Subdivision - Bounded by Clear Creek and Pine Drive in Galveston County

Completed Activities

City Acquired Townhomes Demolished

Galveston County Acquired Townhomes Demolished

City Received Title from HOA for the Land Transfer

Ongoing/Upcoming Activities

Title Transfer from Galveston County

City and GCCDD in Discussion for Interlocal Agreement for Terracing Project after the Acquisition Grant Completes.

Funding Source: CDBG-DR Grant (Cost to Date \$2,259,757)

Frenchmen's Creek Green Space



Deepwood Flood Control Project

Community Development Block Grant – Disaster Recovery from Hurricane Harvey

Location: Deepwood Drive along Clear Creek (Galveston County)

Engineering and Survey Work Complete

Environmental Assessment Review Under Way

Construction Phase Target: Summer or Fall 2024

Clearing Project Timeline – 3 Months including Bid Phase

Funding Sources: (\$2,959,825) CDBG-DR Grant Funds; GO Bonds

Deepwood Flood Control Project



Friendswood Regional Stormwater Detention Basin

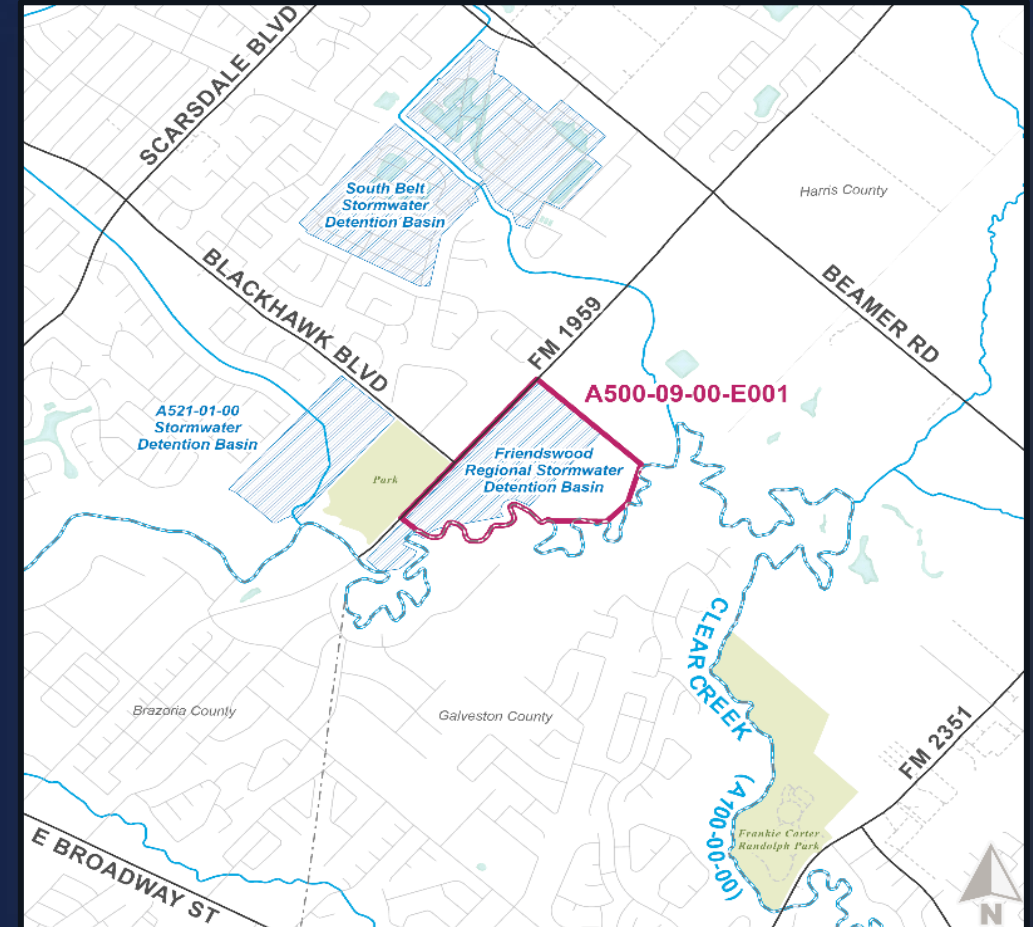
Funding Partnership project with City of Friendswood, Galveston County, Galveston County Consolidated Drainage District and Harris County Flood Control District

Location: on 105-acre tract, near the intersection of FM 1959 and Blackhawk Blvd.

\$5.5 Million “Rough Grading” project awarded by Harris County Commissioners, to provide roughly 250 acre-feet of detention

Selection of Engineering Consultant for Final Design Underway

Ultimate Capacity to be Established by Final Design



Funding Sources: (Est Cost \$38,000,000) Flood Control Bond Funds; GCCDD Funds; HCFCF Funds; Galveston County Funds

Comprehensive Master Drainage Plan

Joint Effort with Galveston County Consolidated Drainage District (GCCDD)

Comprehensive Urban and Riverine Flood Mitigation Plan

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

Benefit Cost Information Developed for All Projects

Determine Appropriate Easement Dimensions for Clear Creek and its Tributaries

ACTIVITIES

Interlocal Agreement with GCCDD

Awarded Texas Dept of Emergency Management Grant for \$661,500

Expected in Coming Months Upon Final Approval from FEMA

Funding Sources: (Estimated Cost \$1,000,000+) Flood Control Bond Funds; GCCDD Interlocal; TDEM Grant



Questions / Comments



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/01/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding Brian Mansfield, Director of Emergency Services, receiving his Certified Emergency Manager designation through the International Association of Emergency Managers.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Brian Mansfield, CEM[®], has this year earned recognition from the International Association of Emergency Managers by being among the group of professionals designated Certified Emergency Manager[®] (CEM[®]). This is the highest honor of professional achievement available from the Association which has in its membership more than 6,000 emergency managers representing professionals whose goals are saving lives and protecting property and the environment during emergencies and disasters.

Brian qualified as a CEM[®] by submitting an extensive credentials package giving personal and professional background achievements and a written examination. In order to maintain certification, he must continue a program of professional development over successive five-year periods in the future. Thus, this is an honor neither easily earned nor maintained.

The CEM[®] designation presently is held by 2,391 individuals in the emergency management profession. As a CEM[®], Brian Mansfield demonstrated a high level of competence and ethical fitness for emergency management. Your organization is to be commended for having a professional of this caliber on staff.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/07/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Recognize the Friendswood Library for receiving the Texas Municipal Library Directors Association's Achievement of Excellence in Libraries Award for 2023.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Library has received the 2023 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association (TMLDA,) an affiliate of the Texas Municipal League. To successfully receive the Achievement of Library Excellence Award, the library must exhibit excellence by providing services to underserved and special populations, enhancing services, marketing in innovative ways, promoting cultural, topical, and educational programming, providing literacy support, providing summer reading clubs, pursuing collaborative efforts, supporting workforce development, providing for digital inclusion, and comprehensively training staff. Of the 545 public libraries in Texas, only 84 received this award in 2023.

Congratulations to the Friendswood Library for their continued success!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Friendswood Public Library - TMLDA Congratulatory Letter
2. AOE23 Badge



February 1, 2024

Mr. Matthew Riley
Friendswood Public Library
416 South Friendswood Drive
Friendswood, TX 77546

Dear Mr. Riley,

Congratulations to Friendswood Public Library! On behalf of the Texas Municipal Library Directors Association, I am pleased to inform you that you have been awarded the 2023 Achievement of Excellence in Libraries Award.

Your application clearly demonstrated your commitment to providing exceptional service to your community. Of the 545 public library systems in Texas, your library is one of only 84 who have earned this year's award. With this honor, your library is now in the top 15% of all public libraries in the state.

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

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

Sincerely,

Rachel Hadidi

Rachel Hadidi
President, Texas Municipal Library Directors Association





FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/14/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Present an update regarding the removal of sirens and poles.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Recently, the City of Friendswood undertook an effort to remove old warning sirens and associated poles throughout the City. The sirens were installed in the 1990s and were inoperable.

Due to: (1) increased cost to repair and maintain; and (2) the advancement of other notification platforms, staff made the choice to remove the equipment to avoid any confusion.

The original sirens were placed for warning purposes to notify residents of a pipeline rupture. The sirens did not detect the pipeline malfunction, it was simply a notification device that the City could activate during a pipeline-related incident.

Since the advent of smart phones and other communication tools, staff felt the technology available today, far exceeded a warning device that could not provide any declarative messaging.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 1000002558
2. 1000002555
3. 1000002557
4. 1000002556
5. 1000002559
6. 1000002554













FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/05/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Interlocal Collection Agreement with Galveston County for collection services related to Friendswood City Center Public Improvement District.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Section 372.0175 of the Texas Local Government Code authorizes the City to contract with the governing body of another taxing unit to perform the duties of the City relating to the collection of the special assessments levied under the Public Improvement District Assessment Act. Generally, pursuant to the Agreement,

Galveston County shall:

- a. send to each property owner within the PID boundaries a consolidated tax statement;
- b. collect special assessments;
- c. remit collections daily; and
- d. provide a monthly report reflecting the total amount of current and delinquent assessments, penalties and interest collected in the PID.

the City shall:

- a. provide special assessments by September 30th of each year to the County's Tax Assessor Collector;
- b. require its PID administrator to provide a listing of Harris County property tax numbers within the PID to the County; and
- c. pay the County \$0.256 per parcel per year plus actual costs incurred in issuing refunds on overpayments or erroneous payments caused by errors of the City.

The term of the agreement is for one year commencing with the 2024 tax year and will be automatically renewed unless canceled by either party by giving notice by June 1st of a given year. The County will provide notice of any increase by April 1st of each year.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. PID Collection Services Agreement - Galveston County
2. Cover Letter - PID Collection Services Agreement

INTERLOCAL COLLECTION AGREEMENT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GALVESTON

§

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Friendswood (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of Public Improvement District assessments on property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston and Harris Counties; and

WHEREAS, as set forth in Local Government Code §372.0175, a municipality may contract with the governing body of another taxing unit to perform the duties of the municipality relating to collection of special assessments; and

WHEREAS, County and Taxing Entity each levy a tax or assessment against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the collection of special assessment taxes on property located in the geographic boundaries of the Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by the Local Government Code §372.175 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for collecting a special assessment on Friendswood City Center Public Improvement District (PID) properties located in the Taxing Entity. Assessments will be provided each September 30th by the Taxing Entity or its PID administrator and shall be included on the consolidated tax statement that will be sent to each property owner who owns property located within City and PID boundaries on or before October 10th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

Assessor Collector shall use all available resources as provided by County to collect such assessment prior to the taxes and assessments becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity Special Assessments if the assessment rate for each property is not provided by September 30th of each year. If Taxing Entity or its administrator has not provided the assessment by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Taxing Entity shall require its PID administrator to provide a listing of Harris County property tax account numbers to Assessor Collector. Assessor Collector shall require its property tax software vendor to create a PID entity code on each appropriate property account so that the Assessor Collector can bill, collect, disburse and provide, upon request, a report showing receipt of all assessments, penalties and interest paid by parcel number to the Taxing Entity.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent assessments, penalties and interest collected within the PID by tax year on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §372.018(b) of the Local Government Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent assessments, an annual amount not to exceed \$0.256 per parcel. Appropriate sums will be due and payable to the Assessor Collector at the conclusion of the January payment cycle or no later than April 1. The annual payment shall be listed by total parcel count within each PID and will automatically be adjusted each year to reflect the actual parcel count as of the most current assessment billing roll for the tax year.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

REMITTANCE OF COLLECTIONS

All assessment rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Payment options, penalties and interest shall be the same for PID assessments as

property tax payments (e.g. quarter payments, delinquency dates). Collections of Taxing Entity shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository.

All delinquent assessments, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent assessments, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2024, and ending on July 31, 2025. Notwithstanding the foregoing, collection services to be provided by Assessor Collector shall begin with the 2024 tax year. This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any change in the per parcel price for services provided.

In the event this Agreement is not renewed, the parties shall work together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own collection efforts or to enable another entity to collect the assessments on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Upon request, Assessor Collector shall provide a computer printout of the annual special assessment roll of Taxing Entity showing all current and delinquent assessments owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of assessment, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's assessment upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent assessments. The County and/or Assessor-Collector shall cooperate with the delinquent collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract.

This Interlocal Tax Collector Agreement is signed and made effective this ____ day of _____, 2024.

County of Galveston

City of Friendswood

Mark Henry, County Judge

Mike Foreman, Mayor

Attest:

Attest:

Dwight Sullivan, County Clerk

Lettie Brysch, City Secretary

Cheryl E. Johnson, PCC, CTOP



Cheryl E. Johnson, PCC, CTOP
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
(409) 765-3277 • (409) 392-5457
Cheryl.E.Johnson@co.galveston.tx.us



February 20, 2024

Ms. Katina Hampton, MBA, CGFO
Director of Administrative Services
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546
Sent Via Email to khampton@friendswood.com

Re: Updated Interlocal Collection Agreement
Friendswood City Center Public
Improvement District

Dear Ms. Hampton:

Per our discussion, follows an updated Interlocal Collection agreement for the above referenced public improvement district (PID). This is a standard interlocal collection agreement and has been used to establish relationships/partnerships with multiple League City PIDs, Bayou Maison PID in Dickinson and Mulberry Farms PID in Santa Fe. We have had great success working with their PID administrators. One minor update has been made to reflect coding of accounts - Harris CAD does not code PIDs thus we will work with our property tax software company (ACT) to create an entity code for yours. This will enable us to properly add the assessment fee to each account and provide a monthly collection report.

I look forward to working with the City and its PID administrator on this project. Please let me know if you require any additional information or assistance as we move forward. Upon approval by City Council, please provide two signed originals for submission to Commissioners Court. Upon its signing, I will return a signed original to you.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, PCC, CTOP

Enclosure

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/06/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Interlocal Agreement with Galveston County Consolidated Drainage District for the Deepwood Drainage Improvement Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City acquired various lots adjacent to Minglewood Lane, Woodvine Street, and Deepwood Drive (the "Property") through FEMA's Hazard Mitigation Grant Buyout Program to mitigate future disaster losses within the City. Similarly, the Galveston County Consolidated Drainage District ("District") has also acquired property in the same area to mitigate future disaster losses within the District. On the property acquired by the City and the District (the "Property"), the parties desire the City to develop, construct, and maintain detention facilities on the Property for flood control, flood plain management, and flood damage prevention purposes (the "Project"). As such, this proposed agreement grants the City the right to do so; provided the City:

- creates a drainage model highlighting the proposed improvements;
- engages a professional engineer to create a preliminary engineering report and to prepare plans and specifications for the construction of the Project, which report, plans and specifications are subject to the District's review and approval;
- competitively bids the construction of the Project;
- obtains the required insurance and bonds from the selected contractor prior to the start of construction of the Project;
- constructs the Project in accordance with the plans and specifications approved by the District; and
- provides the District record drawings of the Project.

Once the Project is complete, the District will maintain the Project in perpetuity.

The design and construction phase of the Project are to be complete within one year but, upon agreement of the District and the City, the completion date may be extended for additional one-year periods until construction is complete.

On December 4, 2023, the City Council authorized a similar agreement but with the District taking the lead on the construction and maintenance of the Project. This agreement switches the responsibilities of the parties and replaces the previous agreement, which was neither approved nor executed by the District. This proposed agreement was approved by the District on February 13, 2024.

Previously issued general obligation bonds for drainage improvements will be the funding source for the project.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. GCCDD ILA - Deepwood Drainage Improvements

**INTERLOCAL AGREEMENT BY
AND BETWEEN
CITY OF FRIENDSWOOD AND
GALVESTON COUNTY CONSOLIDATED
DRAINAGE DISTRICT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Interlocal Agreement ("Agreement") is made and entered into as of the ____ day of March , 2024, by and between the City of Friendswood, a home-rule municipal corporation located in Galveston and Harris Counties, Texas (the "City") and the Galveston County Consolidated Drainage District, a conservation and reclamation district organized and existing pursuant to Article XVI, Section 59 of the Constitution of the State of Texas (the "District"), each party acting by and through their respective governing bodies.

WITNESSETH:

WHEREAS, state law, including Chapter 791 of the Texas Government Code (the "Act"), authorizes local governments to contract among themselves for the provisions of governmental functions and services; and

WHEREAS, the City and the District are each "local governments," as defined in the Act; and

WHEREAS, the corporate limits of the City include territory in both Galveston and Harris Counties, Texas; and

WHEREAS, that portion of the City that is located within Galveston County is also located within the corporate boundaries of the District; and

WHEREAS, the City acquired the following properties located within the boundaries of the City and the District through FEMA's Hazard Mitigation Grant Buyout Program to mitigate future disaster losses within the City:

GCAD Property ID	Lot No.	Subdivision
203233	2 & adjacent private ROW	Rio Claro
200305	17	Almas Perdidas
200301	12 & 13	Almas Perdidas
200302	14	Almas Perdidas
200303	15	Almas Perdidas
200304	16	Almas Perdidas

as more particularly depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (collectively the "City Property"); and

WHEREAS, the District acquired the following properties located within the boundaries of the City and the District to mitigate future disaster losses within the City:

GCAD Property ID	Lot No.	Subdivision
203232	1 & adjacent private ROW	Rio Claro
203234	3 & adjacent private ROW	Rio Claro
203235	4 & adjacent private ROW	Rio Claro
203236	5 & adjacent private ROW	Rio Claro
203237	6 & adjacent private ROW	Rio Claro
203238	7 & adjacent private ROW	Rio Claro
203239	8 & adjacent private ROW	Rio Claro
200307	19	Almas Peridas
200306	18	Almas Peridas
200300	11	Almas Peridas
200299	10	Almas Peridas
200298	9	Almas Peridas
200297	8	Almas Peridas
200296	7	Almas Peridas
200295	6	Almas Peridas
200294	5	Almas Peridas

as more particularly depicted in Exhibit "A" which is attached hereto and incorporated herein for all intents and purposes (collectively the "GCCDD Property"); and

WHEREAS, the District was created and exists for the purpose of reclamation and drainage of flooded lands and other lands needing drainage within the District; and

WHEREAS, in furtherance thereof, the District, which has the power of eminent domain, is empowered to acquire, construct, improve, and maintain facilities necessary to carry out its mandated purpose; and

WHEREAS, the City and the District have determined the development of detention facilities (the "Improvements") on the City Property and GCCDD Property (collectively the "Property") are a necessary drainage improvement that will be beneficial to neighboring flood-prone properties; and

WHEREAS, the development and construction of such Improvements are governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the City and the District (collectively the "Parties"; individually a "Party") have determined that the development, construction and maintenance of the Improvements are governmental functions in which the contracting parties are mutually interested; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, the City and the District do hereby find, determine, and agree as follows:

Interlocal Agreement, Page 2

1. Findings. The facts and matters set forth in the preamble of this Agreement are hereby found to be true and correct.
2. Purpose. The purpose of this Agreement is to promote and protect public health, safety, and welfare by minimizing public and private losses resulting from flood conditions through the acquisition of Property on which drainage facilities and other public infrastructure may be built.
3. District's Responsibilities.
 - 3.01 The District shall timely review and provide comments concerning the preliminary engineering report (the "PER") and the Construction Documents, as defined in Section 4.02 of this Agreement, for the Improvements on the Property.
 - 3.02 The District shall, by this Agreement, provide the City the use of the GCCDD Property for the purposes of constructing detention facilities for flood control, floodplain management, and flood damage prevention purposes, and grant the City the appropriate easements and temporary rights of entry onto the Property to fulfill the City's construction and maintenance obligations hereunder.
 - 3.03 The District shall maintain the GCCDD Property and the Improvements together with any associated pilot channels/ancillary drainage components in perpetuity.
4. City's Responsibilities.
 - 4.01 The City shall, at its cost and expense, create a drainage model highlighting the improvements to the floodplain as a result of installing the Improvements.
 - 4.02 Upon completion of the model, the City shall, at its cost and expense, design and subsequently construct the Improvements on the Property in accordance with all applicable laws, rules and regulations. The City shall provide engineering services and related support services necessary for the PER, and preparations of the plans, specifications, estimates and a project manual for the construction of the Improvements (the "Construction Documents"). The City shall submit the PER and the Construction Documents to the District for the District's review and comment when approximately 50, 90 and 100 percent complete. The District shall provide comments to the City within twenty (20) working days or the PER and the Construction Documents will be deemed approved. The City shall incorporate the District's comments into the PER and Construction Documents.
 - 4.03 The City will cause to be inserted in the Construction Documents for the Improvements and any subsequent contract for the maintenance thereof an agreement that the contractor will indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the District and the City and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction and/or maintenance of the Improvements or any associated improvements, or on account of any act or omission by the contractor. The City will require its contractor(s) to procure and maintain for the duration of the construction of the

Improvements and any subsequent maintenance thereof, insurance coverages of types and amounts comparable to those required by the City for other similar projects, including, but not limited to, commercial general liability, business auto, and workers' compensation policies; to name the District and the City as additional insured parties on all liability insurance policies; to provide a waiver of subrogation in favor of the District and the City for all liability policies and on the contractor's workers' compensation policy; and to provide the District and the City with certificates evidencing such coverage upon request.

- 4.04 The City will award the construction contract for the Improvements in accordance with competitive bidding laws applicable to the City. The City's determination of the lowest responsible bidder, or best value proposer, if applicable, for the Improvements shall be final. The District shall have access at all reasonable times to the construction site and to all relevant drawings, specifications, Contract Documents, and records to verify that the Improvements are constructed in compliance with this Agreement. The City will include the District in all Project design and construction progress meetings.
- 4.05 Prior to the construction and any subsequent maintenance of the Improvements, the City shall obtain payment and performance bonds in the full amount of the contract price in accordance with state law. The District shall have no responsibility for administration of the construction or maintenance contract and shall incur no obligation to any contractor thereby.
- 4.06 Once the Improvements are complete, the City shall restore that portion of the GCCDD Property, which is not part of the Improvements, to the condition it was in prior to the City's construction activities and shall thereafter maintain the City Property, with the exception of the Improvements and any associated pilot channels/ancillary drainage components, which the District will maintain in perpetuity pursuant to Section 3.03.
- 4.07 Within thirty (30) days of completion of the construction of the Improvements, the City shall provide the District with record drawings of the Improvements.
- 4.08 The City shall pay all costs of the construction of Improvements and shall make those payments from its current, available revenues.
5. Term. The term of this Agreement, except for any obligations stated in this Agreement to be perpetual or in perpetuity, is for one (1) year; however, if the Improvements have not been constructed within such period of time, the City and the District may extend this Agreement for additional one-year periods until the construction is complete. The City or the District may terminate this Agreement, without cause, upon thirty (30) days' written notice to the other party until such time as the City commences construction of the Improvements on the Property.
6. Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been mailed by certified mail, return receipt requested, in a United States Post Office, addressed to the Parties at the following address:

City:
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546
Attn: City Manager
fwdcity@friendswood.com

District:
Galveston County Consolidated Drainage District
1605 Whitaker Drive
Friendswood, TX 77546-4178
Attn: Operations Manager
Email: janderson@gccdd.dst.tx.us

A copy of any notice provided under this section shall also be emailed at the time of posting to the email addresses of the persons set out above.

7. Complete Agreement. This instrument contains the entire agreement between the City and the District relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by both the City and the District.
8. Severability. If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.
9. No Joint Venture; No Third-Party Beneficiary. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third-party beneficiary contract.
10. Force Majeure. Neither Party shall be liable for any damage, delay or loss due to Force Majeure. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of a Party, or any other causes not reasonably within the control of the Party.
11. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
12. Authority to Bind. Each Party represents and warrants that it has been authorized by its respective governing body. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.
13. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas, and the venue for any cause of action shall be brought in Galveston County, Texas.

EXECUTED in duplicate originals on the dates indicated.

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager (Date)

ATTEST:

LETICIA BRYSCH, City Secretary

GALVESTON COUNTY CONSOLIDATED
DRAINAGE DISTRICT

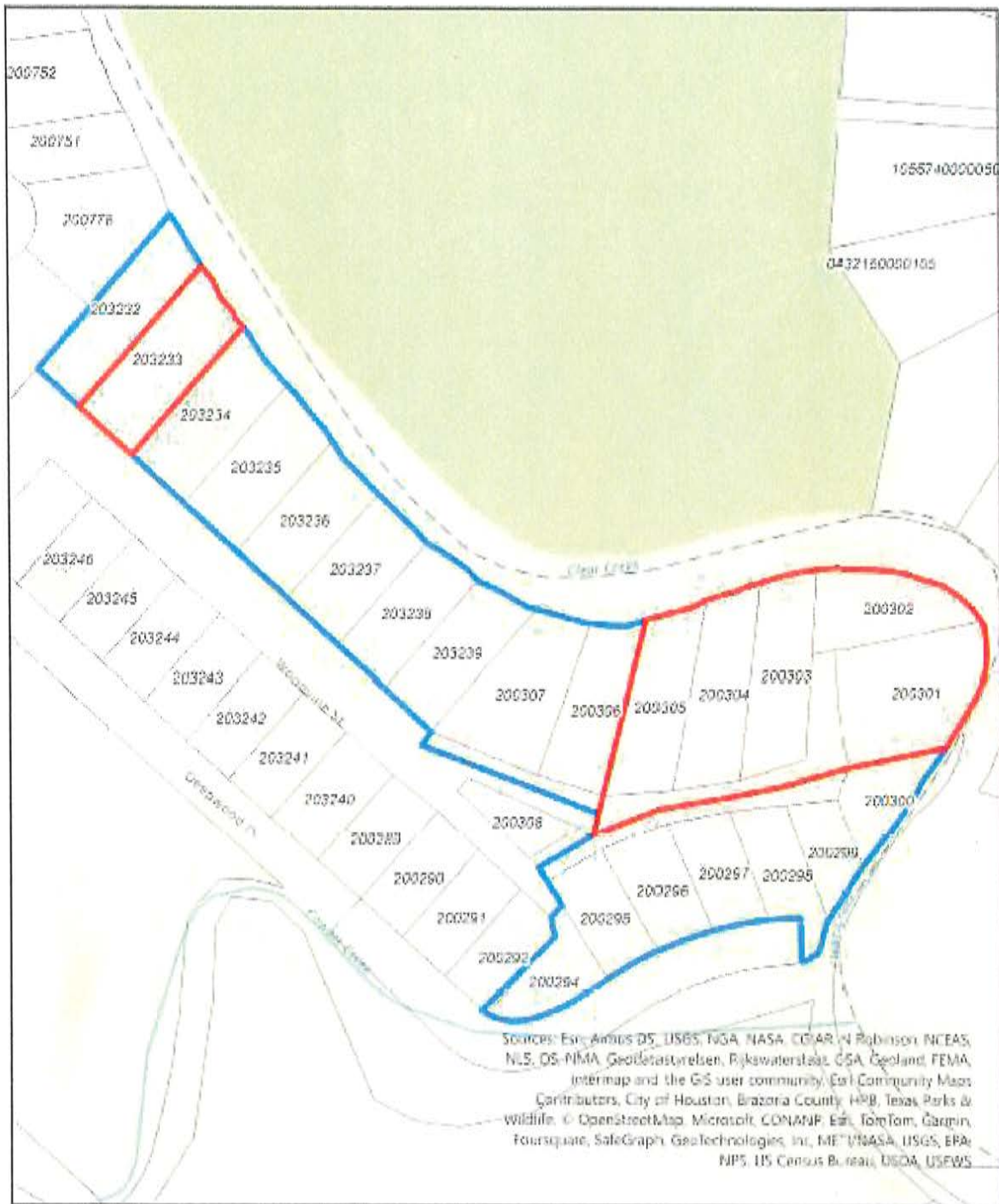
KEVIN HOLLAND, President (Date)

ATTEST:

RUSTY BURKETT, Secretary

H:\Contracts\Galveston County Consolidated Drainage District - ILA for Deepwood\Friendswood - GCCDD Interlocal Agreement 02072024.docx

Exhibit "A"



Owner
 City
 GCCDD

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/12/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider authorizing the City Manager to negotiate and execute an Interlocal Agreement with Friendswood Independent School District for School Resource Officers.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood and the Friendswood Independent School District (the "District") have had a working relationship for over twenty (20) years for the provision of school resource officers. The agreement, as presented, will continue that partnership with some changes for the upcoming year. The most significant changes are as follows:

1. Increased Cost to the City.

As you know, the City has subsidized this service for a number of years but for the past five years, the City has been gradually decreasing its cost-share. For School Year 2022-2023, the subsidy was approximately \$220K; and for School Year 2023-2024, the subsidy was approximately \$103K. With the passage of *House Bill 3*, which requires school districts to have armed security officers on every campus or to have their Board of Trustees adopt an exemption to the bill, the City and the District worked to update the SRO Agreement for the 2024-25 School Year. In the proposed agreement, the City's subsidy will be approximately 1/3 of the total cost of the SRO Program. The following summarizes the proposed distribution of costs between the City and the District in comparison with the current year:

FISD Cost Savings	Est. Annual
2023-2024 Estimated SRO Costs	\$ 544,088.45
2024-2025 Estimated SRO Cost	\$ 463,943.39
Percent savings	-15%
Total dollar savings from prior year	\$ 80,143.06

City Cost Increase	Est. Annual
2023-2024 Estimated SRO Costs	\$ 103,742.24
2024-2025 Estimated SRO Cost	\$ 195,324.67
Percent savings	88%
Total dollar savings from prior year	\$ (91,582.43)

*Note the difference in the increase and the decrease is a function of salary adjustments.

2. Transfer of four City Police Vehicles to the District.

Under the proposed agreement, the City will transfer four of its police vehicles to the District at no cost provided they are used for a public purpose for a period of at least one year. As required by law, the proposed agreement includes safeguards to ensure that the public purpose is accomplished.

The District will consider this proposed agreement during their March Board Meeting. This item

authorizes the City Manager to negotiate the final terms of the agreement comparable to those attached to this item and execute the resulting agreement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The City of Friendswood and Fisd have collaborated since 2000, and even before through the DARE program, in efforts to build school-police relationships and to address school-based violence and other threats to the safety and well-being of students, teachers, and staff.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2024 SRO Agreement
2. Letter from Fisd

SCHOOL RESOURCE OFFICER AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This School Resource Officer Agreement ("Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the Friendswood Independent School District ("FISD"), and the City of Friendswood ("City").

WITNESSETH:

WHEREAS, FISD desires to have the City, through its Chief of Police ("Chief"), continue the School Resource Officer ("SRO") Program; and

WHEREAS, FISD and the City (individually a "Party" and collectively the "Parties") have jointly established written SRO guidelines and procedures under which the SRO Program ("SRO Program") will operate; and

WHEREAS, in accordance with Section 37.081 of the Texas Education Code, the FISD's Board of Trustees has established the SRO's jurisdiction as including all district properties, all district-sponsored activities, both on-campus and off-campus, and during all travel to and from district-sponsored activities; and

WHEREAS, the Parties desire to enter into this Agreement for the provision of police services by the City in Friendswood High School, Friendswood Junior High School, and other FISD campuses; and

WHEREAS, FISD and the City also desire to continue the Integrated Safety Response Program they commenced in 2022 with those technology improvements acquired and installed to provide additional response capabilities for FISD and the City (the "ISR Program"); and

WHEREAS, FISD desires the City to transfer four (4) police vehicles described hereinbelow to FISD at no cost to the District, subject to the terms and conditions herein; and

WHEREAS, all obligations of the Parties will be funded from their respective current revenues;

NOW THEREFORE, in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

1. Dates of Agreement.

- (1) Except for Section 4 hereof which will be effective on the Effective Date, this Agreement will commence on September 1, 2024, and expire on August 31, 2025. This Agreement may be extended or canceled by either of the Parties by giving ninety (90) days' written notice to the other Party. Any renewal or amendment of this Agreement shall be in writing and signed by both Parties.
- (2) Should either Party fail to appropriate funds necessary to fulfill the terms of this Agreement, it shall give immediate written notice to the other Party; and the Agreement

shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first.

- (3) It is expressly understood and agreed that this Agreement may be terminated by the City if FISD has defaulted in timely paying any obligation herein and fails to cure such default within five (5) days of receiving written notice thereof. If FISD fails to cure the default within the five-day period, the City shall be relieved of its obligations under this Agreement and the Agreement shall be deemed terminated effective after the expiration of the five-day cure period. Likewise, FISD shall have the right to terminate this Agreement should the City default in its obligations and fail to cure such default within five (5) days of receiving written notice thereof. Any notice permitted or required to be given in this paragraph to FISD shall be given by registered or certified United States mail, postage paid, return receipt requested and addressed to FISD, Attention: Superintendent of Schools, 402 Laurel Dr., Friendswood, Texas 77546. Any notice permitted or required to be given in this paragraph to the City shall be given by registered or certified United States mail postage paid, return receipt requested, addressed to the City of Friendswood, Attention: City Manager, 910 S. Friendswood Dr., Friendswood, Texas 77546. All notices hereunder given shall be deemed validly given when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle if the notice otherwise complies with all of the requisites of this section.

2. Officers Provided for SRO Program.

- a. School Year. For FISD's 2024-25 school year, the City will provide four (4) police officers to staff the SRO Program in accordance with the following schedule:

- (1) the normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Friday;
- (2) the length and starting time of the day may be altered to meet special needs at the school; and
- (3) changes in work schedule will be reported to the principal and the Chief, including absences due to illness, injury, training, or vacation.

An SRO will report to the City on days when the students are not in school. Two (2) police officers will be assigned full-time to SRO duties at the Friendswood High School, one (1) police officer will be assigned full-time to SRO duties at the Friendswood Junior High School, and one (1) police officer will be assigned roving duties at all other FISD campuses during the days students are scheduled to be at school for the 2024-25 school year.

- b. Summer School. For FISD's 2025 summer school session, the City will provide one (1) police officer to staff the SRO Program in accordance with the following schedule:

- (1) the normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Thursday;
- (2) the length and starting time of the day may be altered to meet special needs at the school; and

- (3) changes in work schedule will be reported to the principal and the Chief, including absences due to illness, injury, training, or vacation.

The SRO will report to the City on days when the students are not in school. For FISD's summer school, the police officer will be assigned full-time to SRO duties at Friendswood High School during the days students are at summer school at Friendswood High School.

- c. Summer Community Education Programs. For FISD's 2025 summer community education program, the City will provide one (1) police officer to staff the 2025 summer community education program in accordance with the following schedule:

- (1) the normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Thursday;
- (2) the length and starting time of the day may be altered to meet special needs at the school; and
- (3) changes in work schedule will be reported to the principal and the Chief, including absences due to illness, injury, training, or vacation.

The SRO will report to the City on days when the summer community education program is not in session. For FISD's summer community education program, the police officer will be assigned full-time to SRO duties at Friendswood Junior High School.

3. Technology Provided ISR Program.

- (1) Maintenance. FISD and the City hereby agree to continue and maintain the ISR Program that it commenced in 2022 to provide additional response capabilities to both Parties. If the technology improvements of the ISR Program fail to perform as intended, the City shall make a good faith effort to resolve such operational issue(s) with its contracted vendor.
- (2) VPN Access. FISD will provide VPN access to its cameras. City shall ensure such VPN access is provided only to authorized personnel and shall immediately inform FISD if there is a security breach of its network connection. FISD does not guarantee that VPN access will be free from interference or interruption, and FISD shall not be liable in the event VPN access fails or is disrupted for any reason whatsoever. VPN access to FISD cameras is provided only for use in the event a safety response is required. Officers shall not utilize such VPN connection to access FISD cameras unless a safety response is required or unless otherwise requested by FISD.

4. Vehicle Transfer. The City has determined that the following vehicles, through their use and age, no longer can be used by the City for their intended purpose:

P295 2016 Ford Explorer PI,
P405 2017 Ford Explorer PI,

P410 2017 Ford Explorer PI, and
P413 2019 Ford Explorer PI.

As such, after complying with all applicable laws and subject to the conditions stated herein, the City shall transfer such vehicles to FISD. Specifically, such transfer is conditioned on the following:

- a. FISD shall use the vehicles referenced in this section exclusively for a public purpose;
- b. FISD may not transfer title to the vehicles within the one-year period after the date it receives title from the City;
- c. FISD shall notify the City in writing within thirty (30) days of transfer or disposal of each vehicle; and
- d. Should FISD fail to comply with the conditions specified in this section, FISD shall pay the City FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00), which the Parties agree is the value of the vehicles on the Effective Date, within thirty (30) days of any transfer or written notice from the City of FISD's failure to comply with this section.

5. Payment.

- (1) SRO Program. For the SRO Program, FISD shall pay the City the amounts as calculated below for salaries and vehicles.

- a. Salaries. FISD shall pay the City the actual full cost of all salaries and benefits (retirement contributions, City's Medicare contributions, approved overtime, etc.) for three (3) full-time police officers, as estimated in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.
- b. Vehicles. FISD shall pay the City the annualized cost to the City of three (3) police vehicles pro-rated for a nine-month school year, based on a 6-year life cycle, as estimated in Exhibit "A."

- (2) ISR Program. Should any of the technology improvements of the ISR Program be in need of repair or replacement during the term of this Agreement, the City shall notify FISD; and the Parties agree to share in the cost of such repair or replacement as follows:

City2/3 of the actual cost
FISD..... 1/3 of the actual cost

If, due to reduced budgeted funds, either Party is unable to fund the needed repair or replacement, such Party will notify the other Party. Upon notification, the ISR Program will terminate and neither Party shall have any further obligation under such Program.

- (3) Appropriations by FISD. Payments to the City under this Agreement will be made from current revenues available to FISD. If FISD is required to reduce the number of SROs it funds due to reduced budgeted funds, it will notify the City at the time the reduction in funding occurs, and the Agreement shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first.

6. Method of Payment.

- (1) Estimates. A detailed annual estimate of the actual full cost of rendering the services set forth in this Agreement is attached as Exhibit "A." Based on this estimate, FISD shall pay the City in two (2) equal lump-sum payments – the first being on or before December 31, 2024, and the second being on or before May 31, 2025. Payment shall be made to the City and sent to the following address: Administrative Services Office, City of Friendswood,

910 S. Friendswood Drive, Friendswood, Texas 77546-4856, Attention: Finance Division.
A copy of the remittance documentation shall be sent to the Chief and the City Manager.

- (2) True-up. Upon completion of the term of this Agreement, the actual full costs (including approved overtime) incurred during the year relating to the services rendered herein shall be calculated and a determination made of the variance between the amount paid during the year by Fisd and the actual full cost incurred and owed by Fisd. Any amount paid during the year by Fisd in excess of those costs actually incurred shall be refunded to Fisd by the City within thirty (30) days of a written request submitted by Fisd. Any amount owed by the Fisd as a result of such variance shall be remitted to the City within thirty (30) days of a written request submitted by the City. Request for a refund by Fisd or a remittance by the City must be submitted to the other Party within thirty (30) days of the conclusion of this Agreement. Should the Agreement be terminated prior to expiration, said credit or debit shall be promptly paid by the responsible Party to the other.
 - (3) Salary Increases. The current salary schedule will be at each officer's current salary rate. Each officer will receive merit increases on the anniversary date of hire by the City. The City will document the Fisd billing to reflect this salary adjustment.
7. Substitute Officer. The City will provide a replacement or substitute SRO whenever it is anticipated that an officer will be away from normal SRO duties. Fisd agrees to pay the substitute officer's overtime rate.
8. Vehicles provided by Friendswood Police Department. The Friendswood Police Department will provide sufficient marked police cars so that each SRO will have transportation. The SRO transportation will allow them to transport prisoners from the schools to the incarceration facilities located in Galveston County. The City will purchase and provide all fuel, maintenance, and insurance costs for vehicles as well as all other equipment normally provided to marked patrol cars. The City and the Department shall remain solely responsible for the officers' use of the police cars; and while not in use by the SROs, the police cars may be assigned to other officers for use during non-school hours.
9. Equipment Provided by Friendswood Police Department. The City will provide the SROs the following:
 - a. uniforms, including bulletproof vests,
 - b. law books and report forms needed,
 - c. 800 MHz radios,
 - d. patrol cars,
 - e. training, and
 - f. other miscellaneous police-related equipment and supplies.
10. Equipment Provided By Fisd. Fisd will provide an office and office equipment for the SROs on each campus, including desks, chairs, phones, copier (or access to), internet access for computer use, file cabinets on each campus, maps and personnel rosters of campuses, school policy manual and school district frequency radios. Fisd will also provide sufficient security containers with key code access for the storage of weapons and other police-related supplies. Offices must be set up so that an officer can conduct an interview in privacy.
11. Independent Contractors of Fisd. The SROs shall remain employees of the City and shall be at the control and supervision of the Chief. Subject to Sections 4 and 5 hereinabove, the City shall be solely responsible for the compensation, assignment, training, and supervision of the SROs, and

shall ensure that the officers have completed all background checks as required by the Department and Fisd under Texas law. Complaints or problems with SROs shall be directed through the Chief.

12. Police Trainings and Functions. The police officers shall be scheduled to attend and participate in mandatory training set out by law or policy and in reasonable training programs that directly impact their ability and skills as SROs. The City will strive to assign the SROs to training dates that match those days that school is out for teacher training. It will not be possible for the SROs training day to match each day as that of the teacher in-service, but every effort possible will be made. Joint annual training will occur each year either just before or just after the beginning of the school year for SROs and District administrative staff for District campuses to ensure that all personnel are familiar with operational protocols, limits of authority, and updated case law. The City agrees to compile data and report all Group A and Group B offenses to the FBI using the National Incident Based Reporting System.
13. Temporary Reassignment of Officers. It is expressly agreed and understood between Fisd and the City that, if in the opinion of the Chief, it is necessary to use the officers assigned to carry out this Agreement for other duties due to an emergency, shortage of officers or other reasons as determined solely by the Chief, that the Chief may temporarily suspend the assignment of such officers. If the assignment is suspended for a temporary response as determined by the Chief, the officer will return after such response and/or the Chief may assign another officer as an SRO during such temporary assignment.
14. Non-SRO Services.
 - (1) For all events at Fisd facilities, whether the same are sponsored by Fisd or a third party, Fisd shall be responsible for providing the adequate security, including security for crowd control, emergency response access, and safeguarding the attendees and Fisd facilities. These security services are not covered by the obligations of the City or the SROs under this Agreement.
 - (2) To satisfy its obligations under subsection (1) of this section for school-approved functions, Fisd may request the SROs to provide security as a part-time off-duty job, subject to the Police Department's policies, procedures, and general orders. Fisd shall offer such work only as an independent assignment, separate from the officers' duties as an SRO. Fisd shall not state or imply that such additional work is not voluntary or that any work condition as an SRO is dependent upon the officer's agreement to perform any off-duty job. Officers shall have the right to refuse to perform any off-duty work.
 - (3) To satisfy its obligations under subsection (1) of this section for the staffing of large events, such as after-hours functions, meetings, and/or sporting events requiring four or more officers, Fisd may contact the Chief to request security services. The Chief shall review the request and decide whether the City will provide the requested services. If services are provided, there will be a separate billing for Department overtime. Events subject to this subsection specifically include home football games and home stadium band competitions.
15. Lunch Periods. SROs will be entitled to a ½-hour paid lunch break. The SRO will be subject to emergency calls during lunch.

16. Officers' Duties.

- (1) The SRO's primary responsibility is to enforce the law. This may include responding to calls for assistance, preventative patrol, making arrests and conducting follow-up investigations on campus. The SROs should be contacted for all on-campus responses; however, in the event of an emergency that requires additional officers in the absence of the SRO, the 9-1-1 reporting system should be utilized. SROs should maintain close liaison with campus personnel and be familiar with potential problems. SROs have discretion in matters relating to offenses at the Class C Misdemeanor level. They may, however, take the school's wishes into consideration, as the officer deems appropriate.
- (2) The ultimate goal of the Program is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of school disciplinary policies and codes and the discipline codes of each school.
- (3) Officers shall have final authority in all criminal matters that they investigate. As employees of the City, officers will strictly adhere to all policies and procedures, as well as Federal and State law, in all matters pertaining to arrest, search and seizure. Furthermore, officers are subject to limitations of authority as stipulated by Department Policy 2-1.
- (4) SROs shall not become involved in administrative (school-related) searches, and at no time shall SROs request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.
- (5) Nothing in this Agreement shall be construed to prevent an officer from carrying out his/her duty as a law enforcement officer even if doing so conflicts with the terms and conditions of this Agreement. Nothing in this Agreement shall override any policy or procedure of the City or the Friendswood Police Department.

17. SRO Program Goals. The SRO Program goals are based on the following concepts: law enforcement officer, law-related educator and informal mentor and role model.

- a. The SROs are first and most importantly law enforcement officers dedicated to working with school staff to promote and maintain a safe environment in their assigned school where students can learn and teachers can teach.
- b. The SROs are law-related counselors who provide guidance and information on law-related issues to students, faculty, and administrators. They are a link to and an advocate for student referral services on and off campus.
- c. The SROs are law-related teachers who provide their schools with an additional educational resource by sharing their expertise of Texas State laws and City ordinances in the classroom.

- d. The SROs are a resource for parents. The SROs may, in an off-duty capacity, attend extra-curricular activities sponsored by their respective schools, including, but not limited to, athletic events, parent meetings, student dances and concerts.
 - e. The SROs report serious crime if it occurs on campus. They cooperate with law enforcement officials and facilitate the investigation of crime that may occur involving District students on or off the campus.
 - f. The SROs are trained and expected to provide a swift, sure response to on-campus incidents, such as the disruptive behavior of trespassers, the possession or use of weapons on campus, damage to or theft of property or a breach of District anti-violence provisions.
 - g. Beyond these goals, the SROs are to be an exemplary role model for the students of their schools: sending the strong message that violent behavior is not acceptable; providing leadership to help students make good choices; and enriching the partnership of teachers and SROs in support of students.
18. Assignment as SRO. The Chief and FISD will jointly select the officers for possible SRO assignment. The City will provide the training required for the new SRO; except, FISD will ensure an assigned SRO is familiarized with FISD, campus and Education Code provisions affecting his or her assignment. The Chief will have the authority to discipline or discharge an SRO. The City is responsible for annual performance evaluations of each SRO. The school principal may provide input to the process. An SRO must comply with the personnel policies of FISD, the personnel policies of the City, and the mission, vision, values, and policies of the Friendswood Police Department (the "Department").
19. Educational Records. The City understands that FISD is required to comply with certain Federal, State, and local laws and/or administrative regulations governing the confidentiality of information contained in student educational records. The City further understands that FISD follows certain rules, procedures and/or protocols to protect the confidentiality of student educational records. The City agrees the SROs will be required to abide by FISD rules, procedures and/or protocols regarding the confidentiality of student educational records. The City and FISD agree the SROs are designated as school officials under the Family Educational Rights and Privacy Act ("FERPA"). As such, (1) the services and functions provided by the SROs are services and functions for which FISD would otherwise use its own employees; (2) the SROs have been determined to meet the criteria set forth in FISD's annual notification of FERPA rights for being school officials with a legitimate educational interest in such information; (3) the SROs are under FISD's direct control with respect to its access to, maintenance of, use of, and disclosure of information contained in student educational records; and (4) SROs will use such information only for purposes expressly authorized by FISD, specifically to promote school safety and the physical security of the students. The SROs may not release such information to other parties, except as required to provide services under this Agreement or otherwise as expressly permitted by FERPA, other applicable laws, and FISD.
20. Critical Incident Communication. The City and FISD agree that should a critical incident occur at an FISD school, each shall follow its critical incident/emergency operations plan.
21. Miscellaneous. The Program at each campus is designed to be unique, based on the working relationship established between the principal of the school and the assigned SRO. The needs at each campus are different. The principal and the SRO will develop a common vision that enables the tailoring of a program to meet student needs given the range of ages at the junior high and high

school. Working as a team, the principal, other key campus staff and the SRO, will make FISD's ten elements of character education a lively, active force in the day-to-day life on each campus.

22. Notices. All notices, communications, and reports required or permitted under this Agreement shall be personally delivered to the respective Parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is subsequently notified otherwise in writing.

If intended for City, to:

City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546-4856
Attention: City Manager

with a copy to:

Friendswood Police Department
1600 Whitaker Drive
Friendswood, Texas 77546
Attention: Chief of Police

If intended for FISD, to:

Friendswood Independent School District
402 Laurel Drive
Friendswood, Texas 77546
Attention: Superintendent of Schools

23. Venue. The obligations of the Parties hereto shall be performed in Galveston County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Galveston County, Texas.
24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and courts of the State of Texas.
25. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof; and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
26. Limitation of Agreement. It is expressly understood and agreed by the City and FISD that this Agreement is for SRO services only and shall not be construed to satisfy FISD's obligations concerning the provision of armed security officers pursuant to Section 37.0814, Texas Education Code, or for any other obligation imposed by law on FISD. It is understood that to comply with mandates of Section 37.0814, the District may obtain security services from a third party. The District agrees that, in engaging such third party, the District shall require the third party's security officers (the "Security Officers") to collaborate with the SROs and the Chief. In any law enforcement incident in which the Security Officers are involved within City of Friendswood on behalf of the District, the Security Officers shall participate in such event under unified or incident command headed by the City and/or the Chief. Notwithstanding anything contained herein to the contrary, the Security Officers are and shall at all times be considered independent contractors.
27. Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous agreements between the Parties and relating to matters in

this Agreement, and cannot be modified or extended without written agreement of the Parties to be attached to and made a part of this Agreement.

28. Authority. This Agreement is entered under authority of and in accordance with the provision of Chapter 791, Texas Government Code, and Section 37.081, Texas Education Code, as of the Effective Date. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective governmental entities.

IN WITNESS WHEREOF, the undersigned execute this Agreement on this _____ day of _____, 2024.

CITY OF FRIENDSWOOD

FRIENDSWOOD INDEPENDENT
SCHOOL DISTRICT

MORAD KABIRI
City Manager

THAD ROHER
Superintendent of Schools

Date

Date

Exhibit "A"

Friendswood ISD School Resource Officer Contract 2025

Column1	Waggoner	Whittaker	Ives	Kimberly
Salary/Wages	\$ 87,318.40	\$ 87,318.40	\$ 87,318.40	\$ 99,112.00
Taxes	\$ 6,984.44	\$ 6,955.26	\$ 7,092.96	\$ 7,981.40
Benefits	\$ 37,883.20	\$ 37,863.18	\$ 38,163.42	\$ 40,335.19
Add Pays	\$ 3,720.00	\$ 3,600.00	\$ 5,400.00	\$ 5,220.00
	\$ 135,886.03	\$ 135,736.84	\$ 137,974.78	\$ 152,648.59

Personnel Costs	FISD	City	Total
Waggoner*	\$ 135,886.03	\$ -	\$ 135,886.03
Whittaker*	\$ 135,736.84	\$ -	\$ 135,736.84
Ives*	\$ 137,974.78	\$ -	\$ 137,974.78
Kimberly	\$ -	\$ 152,648.59	\$ 152,648.59
TOTAL PERSONNEL COSTS	\$ 409,597.65	\$ 152,648.59	\$ 562,246.24

Vehicle Costs	FISD	City	Total
Vehicle 1 (Yr 5 of 6)	\$ 17,504.50	\$ 5,834.83	\$ 23,339.33
Vehicle 2 (Yr 4 of 6)	\$ 18,420.62	\$ 6,140.21	\$ 24,560.83
Vehicle 3	\$ 18,420.62	\$ 6,140.21	\$ 24,560.83
Supervisor Vehicle	\$ -	\$ 24,560.83	\$ 24,560.83
TOTAL VEHICLE COSTS	\$ 54,345.74	\$ 42,676.08	\$ 97,021.82

Other Estimated Costs	Salary above top out	Overtime (Est. 50 hours)	Mandatory Training	Personnel Supplies/ Equipment	Total
Waggoner	\$ 3,493.00	\$ 3,100.00	\$ 500.00	\$ 1,500.00	\$ 8,593.00
Whittaker	\$ 3,493.00	\$ 3,100.00	\$ 500.00	\$ 1,500.00	\$ 8,593.00
Ives	\$ 3,493.00	\$ 3,100.00	\$ 500.00	\$ 1,500.00	\$ 8,593.00
Kimberly	\$ -	\$ 3,574.00	\$ 500.00	\$ 1,500.00	\$ 5,574.00
TOTAL OTHER CITY COSTS	\$ 10,479.00	\$ 12,874.00	\$ 2,000.00	\$ 6,000.00	\$ 31,353.00

SRO PROGRAM COSTS	\$ 463,943.39	\$ 226,677.67	\$ 690,621.06
	67%	33%	

DONATED VEHICLES	mileage	est. auction revenue
P295 2016 Ford Explorer PI	121,359	\$ 3,500.00
P405 2017 Ford Explorer PI	103,907	\$ 3,500.00
P410 2017 Ford Explorer PI	<98,000	\$ 3,500.00
P413 2019 Ford Explorer PI	<120,000	\$ 3,500.00
Est. donation value		\$ 14,000.00

FISD Cost Savings	Est. Annual
2023-2024 Estimated SRO Costs	\$ 544,086.45
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Friendswood Independent School District _____ Thad Roher

Superintendent

February 2, 2024

Dear Morad:

Per our discussion, FISD along with all the other school districts in Texas are facing the requirement in legislation passed during the last session requiring all school districts to provide armed officers at each campus. However, no additional funding was provided for this mandate during the legislative process and none is anticipated until the next session despite several special sessions this fall. Also, though billions of dollars have been appropriated by the state budget for public education, no legislation has been passed to address the effects of inflation or the need for increased teacher pay. As a result, FISD along with all other school districts in the state are operating on a per pupil allotment that remains unchanged since 2019. Every school district except one in Galveston county have passed deficit budgets this year and are facing increased deficits for the 2024-2025 school year. Hundreds of districts in the state of Texas are facing the same issue. As these two issues merge together, we find ourselves in a crisis created by providing safety and security personnel while facing a \$2 million deficit for this year and significant cuts for the 24-25 budget cycle.

As a result, FISD has been forced to explore security personnel options outside of the beneficial arrangement and partnership with the City of Friendswood that have been built over the last several years. We are one of the few remaining districts to partner with a city police force to provide school resource officers (SRO). Our hopes are to remain with the city for our SROs at both the high school and junior high because of the relationship and connections formed, but have to consider other options to meet the HB 3 provisions because of the costs of a SRO with the City of Friendswood. As you know we have met with you and Chief Rogers frequently to consider the options for a hybrid plan vs. contracting with an outside entity for security for FISD.

As we consider the options, I am requesting your consideration for continuing the current financial arrangement for 3 officers at the secondary schools and for vehicles for 4 officers and absorbing FISD's current portion (approximately \$73,347) that we provide for the 4th officer, currently filled by Jeff Kimberly for the 24-25 school year. This 4th officer is a roving officer that would provide direction for the SROs and for those we are looking to employ as trained, certified law enforcement officers from a firm that utilizes retired or off-duty officers at a much lower cost than the City can provide. We ask for this consideration for one year.

On any given school day, nearly 7,000 students and staff are at our campuses and support buildings. This is a significant portion of the Friendswood Community in one space during the school year. Their safety is our utmost priority and ask for your consideration of the same in a time of financial crisis in public education that we hope will change in the next legislative session.



Friendswood Independent School District _____ Thad Roher
Superintendent

Also, would you consider donation of any out of service vehicles to Fisd to utilize for traffic control purposes at the beginning or end of the school day by those employed by Fisd to do so in the coming year.

Again, thank you for the partnership with our school district and for the years of work we have done together to provide a safe environment not only during school hours, but outside of them as well. I hope to take the options for security to the school board very soon. I believe the decision on this item will play a key role in the option selected.

Respectfully,

A handwritten signature in black ink, appearing to read "Thad Roher". The signature is fluid and cursive.

Thad J. Roher, Superintendent

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/05/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider authorizing a Professional Services Agreement with PGAL, Inc., for the Friendswood Civic Center Replacement Project and the Library Expansion Project.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In March 2023, Council received and approved an update on the Friendswood Library Long-Range Strategic Plan, which was approved by the Library Board on January 17, 2023. The long-range plan serves as a primary tool for library development. One of the strategies identified by that plan was the addition of Makerspace, rooms for study, workspace, and use of technology.

The Friendswood Senior Center, located at 416 Morningside Drive, is the base of operations for the Friendswood Senior Citizen Program. The facility is in need of modernization and expansion of its footprint. Adjacent to this property is land owned by the City where the previous City Hall was located. This land may potentially be utilized for the construction of a new Community Center which would house the Senior Citizen Program, plus the City's Parks & Recreation Department.

This proposed agreement is for a needs assessment and concept design for both facilities.

- The scope of work for the Community Center Replacement Project includes a review of the existing building and site conditions, a determination of departmental space requirements, comparison with community center facilities of other similarly sized cities and the development of recommendations for how to best achieve the goals of the City and community for this site and facility.
- The scope of work for the Library Expansion Project includes an assessment of the existing building and site conditions, a determination of departmental space needs and goals, and the develop of recommendations for how to best achieve the goals of the City, librarians and community for this facility.

The services will be performed for a cost not to exceed \$130,000 -- \$73,000 for the Community Center Replacement Project and \$56,000 for the Library Expansion Project. The schedule for completion of these services for both projects is 90 days.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The proposed needs assessment would initiate a comprehensive look at these two existing City facilities and determine the space requirements for the City and its programs now and in the future. The needs assessment will include fact and data gathering, visioning sessions with stakeholders, the evaluation of

existing sites, and the identification of site constraints. Recommendations will be made as a result of this needs assessment.

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. Agreement for Professional Services - PGAL
2. Library-Long-Range-Plan-PowerPoint-for-Council-2023-003-002
3. Friendswood Civic Center Property Map

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Professional Services Agreement (this "Agreement") is entered into by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and PGAL, Inc., a Texas corporation (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Professional.

The City hereby agrees to engage the Professional and the Professional hereby agrees to perform the "Scope of Services" hereinafter set forth. The City's Director of Engineering or his designee shall act as the City's Representative pursuant to this Agreement. Paul Bonnette shall act as Professional's project manager pursuant to this Agreement.

2. Scope of Services.

The Professional shall perform or cause to be performed a needs assessment and concept design for the Friendswood Civic Center Replacement Project and Library Expansion Project (collectively the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.

The Professional shall perform the services required herein in accordance with the schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. The Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative. The Professional shall immediately submit to the City in writing evidence of any delay. If reasonably satisfactory to the City's Representative, the City may grant in writing an extension of time equal to the period of actual delay.

4. Information and Services.

a. It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available for the carrying out of the work of the Professional as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports, or maps. The City shall cooperate with the Professional and will, to the fullest extent reasonably practicable, facilitate the performance of the services described in this Agreement.

b. The Professional shall preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City and shall promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Professional on request of the City's Representative and at no cost to the City. Upon completion of this Agreement, the Professional shall provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the Professional. For purposes of this section "contracting information" shall have the meaning ascribed to it in Section 552.003 of the Texas Government Code and as hereinafter amended.

5. Compensation and Method of Payment.

a. Compensation.

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto shall not exceed the sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00) as more particularly described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

b. Payment.

The Professional shall invoice the City monthly for its services and charges incurred. The Professional shall invoice based upon total services actually completed during the applicable month. Invoices shall be tendered no more often than once a month. The Professional shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in the Professional's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City agrees to pay the Professional within thirty (30) calendar days of its receipt of the invoice, including all necessary backup information, or service, whichever is later; provided, however, in the event of a disputed or contested invoice, the City, following written notice to the Professional, may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. After receiving notice, the Professional shall be afforded a reasonable amount of time, not to exceed thirty (30) calendar days, to investigate, refute and/or cure the matter being disputed or contested. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

The Professional shall pay its subcontractors no later than the tenth day after it receives payment as required under Chapter 2251, Texas Local Government Code.

6. Records.

The Professional shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be kept in the office of the Professional for a period of not less than five (5) years and shall be made available to the City, at no cost, for inspection and copying upon reasonable request.

7. Ownership of Documents.

All documents, including original drawings, estimates, specifications, field notes and data are the property of the City. The Professional may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings prepared by the Professional, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Professional for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance.

The Professional shall, at its own expense, purchase, maintain, and keep in force insurance, which shall protect against injury and/or damages which may arise out of or result from operations under this Agreement of the following types and limits:

- a. Workers' Compensation Insurance
 - Statutory Limits
 - ***Employer's Liability \$500,000***
 - ***Waiver of Subrogation required.***

- b. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage: \$500,000
 - Waiver of subrogation required
 - Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

- c. Commercial Automobile Liability Insurance
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required

- d. Professional Liability (Errors and Omissions)
 - Limit: \$1,000,000 for this Project
 - Coverage shall continue for a minimum of two (2) years after the Professional's assignment under this Agreement is completed.

The Professional'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 Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, 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 subconsultants and assigns shall be subject to all of the requirements stated herein.

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

- Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII 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. Professional Liability Insurance can be on claims-made form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Professional Liability Policies required herein.
- 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 Professional.
- Professional shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement.

9. Professional Liability.

- A. The Professional agrees the services it provides, as an experienced and qualified architect/engineer, the services required herein with the professional skill and care ordinarily provided by competent architects/engineers practicing under the same or similar circumstances and professional licenses. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession. Approval by the City shall not constitute nor be deemed a release or waiver of the responsibility and liability of the Professional for the accuracy and competency of data, reports, and documents.
- B. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall correct such deficiencies without additional compensation.

10. INDEMNIFICATION AND RELEASE.

a. INDEMNIFICATION.

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER 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 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 AGREEMENT TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY

PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY AND DEFENSE OBLIGATION SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. 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. Professional assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Professional's services to be performed hereunder. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

The Professional shall require all of its approved subconsultants to include in their subcontracts a release and indemnity in favor of the City in the same form as above.

11. Address of Notice and Communications.

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

Professional:
PGAL, Inc.
3131 Briar Park Dr., Suite 200
Houston, Texas 77042
Attn: President

All notices and communications under this Agreement shall be mailed or delivered to City and Professional at the above addresses, respectively.

12. Captions.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments.

The City and the Professional each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. Except as above, neither the City nor the Professional shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or Professional of any public body which may be a party hereto.

14. Termination of Agreement for Cause.

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, The Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Termination For Convenience of the City.
The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Professional. If the Agreement is terminated by the City as provided herein, the Professional shall be paid for the time provided and expenses incurred up to the termination date; provided the Professional has complied with that portion of Paragraph 14 pertaining to tendering a final statement along with all instruments of service to the City. If this Agreement is terminated due to the fault of the Professional, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.
16. Changes.
The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement.
17. Personnel.
- a. The Professional represents that it has, or shall 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.
 - b. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under State and local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
18. Reports and Information.
The Professional shall, at such times and in such forms as the City may require, furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
19. Civil Rights.
The Professional shall comply with applicable requirements of Chapter 106 of the Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Professional shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.
20. Interest of Professional and Employees.
The Professional covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Professional further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Professional.

21. Incorporation of Provisions Required by Law.
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either Party.
22. Governing Law.

This Agreement has been made under and shall be governed by the laws of the State of Texas.
23. Venue.
Any action brought by either Party based on any claim arising under or as a result of this Agreement shall be brought in a court of competent jurisdiction in Galveston County, Texas.
24. Time is of the Essence.
Time is of the essence in this Agreement. Professional shall perform the services herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect/engineer. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.
25. No Third-Party Beneficiary.
This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Professional and the City only.
26. No Right to Arbitration.
Notwithstanding anything to the contrary contained in this Agreement, the City and the Professional hereby agree that no claim or dispute between the City and the Professional arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, The Professional consents to be joined in the arbitration proceeding if the Professional's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.
27. Waiver.
No waiver by either Party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
28. Complete Agreement.
This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof.
29. Severability.
All 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.

30. Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

31. Authority.

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

[Remainder of Page Intentionally Left Blank]

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 ____ day of March, 2024, the date of execution by the City Manager of the City of Friendswood.

City:
CITY OF FRIENDSWOOD, TEXAS

Professional:
PGAL, INC.

MORAD KABIRI, City Manager

BY: _____
(Signature)

(Printed Name)

(Title)

DATE: _____

DATE: _____

ATTEST:

ATTEST:

LETICIA BRYSCH, City Secretary

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

SCOPE OF WORK

A. PROJECT INFORMATION

The Project consists of the following projects, which are on neighboring properties, and present an opportunity to the City to make a combined improvement to both properties together as a shared and complimentary development:

1. Community Center Replacement Project

The existing Community Center facility is located at 416 Morningside Drive and is managed by the City's Parks and Recreation Department. The proposed replacement of this facility would take place on the same parcel. The existing parcel is approximately four (4) acres. The Project will include redevelopment of the property and site improvements.

The scope of work for this initial phase will include a review of the existing building and site conditions, determination of departmental space requirements, comparison with community center facilities of other similarly sized cities and develop recommendations for how to best achieve the goals of the City and community for this site and facility.

2. Public Library Expansion Project

The existing Library is located at 416 S Friendswood Drive and is part of the public library system. The expansion is proposed to renovate and add on to the existing building. This expansion will have impacts on the existing site conditions and include site improvements.

The scope of work for this initial phase will include an assessment of the existing building and site conditions, determination of departmental space needs and goals, and develop recommendations for how to best achieve the goals of the City, Librarians and community for this facility.

B. SCOPE OF SERVICES

1. Basic Services: The Professional shall provide the following scope of services after the City's issuance of a notice to proceed for both projects (collectively the "Project"):

a. Assessment and Programming.

(1) Kick-Off/Visioning Session with Stakeholders. The Professional shall initiate this task with an orientation session to introduce the Professional's team to the City's team, wherein:

- (a) Key team members will be introduced and individual roles and responsibilities outlined;
- (b) Lines of communication will be established and contact information collected for a Project directory of names and phone numbers to be distributed to assure open and effective communications;
- (c) City Departments and other stakeholders will explain in more detail their overall goals and objectives for the Project.
- (d) Milestone dates for all review meetings and deliverables throughout the Project will be established in order to better prepare for meetings and reduce conflicts; and
- (e) Budget and schedule goals from the City will be established.

- (2) Needs Assessment and Data Gathering. The Professional shall:
 - (a) Tour and collect utilization data on existing facilities;
 - (b) Assess the existing conditions of the Library building;
 - (c) Interview staff and distribute questionnaires, to identify needs, goals, processes and priorities for each of the functional areas of the Project;
 - (d) Review current functional components, adjacency requirements, security needs, circulation, flow of operations, and individual area requirements;
 - (e) Review utilization, growth, and flexibility of these spaces;
 - (f) Determine the program and operational needs of the Library facility;
 - (g) Determine space needs for the Community Center for possible office space accommodating a county tax office, state representative, Parks and Recreation administration, and constables; and
 - (h) Determine youth recreation program operational needs for the Community Center indoor and outdoor activities incorporated into the facility multi-purpose space, offices, storage and outdoor amenities.
- (3) Analyze Data, Space Standards and Program Requirements. The Professional shall:
 - (a) Collect and analyze interview and questionnaire results;
 - (b) Collect existing and/or establish new space standards;
 - (c) Benchmark against other municipalities;
 - (d) Determine appropriate separations of people and staff areas from other areas (technology, maintenance, etc.) and define current and future space requirements;
 - (e) Evaluate staff efficiencies;
 - (f) Develop program requirements;
 - (g) Develop a program for the distinct department of Parks & Recreation management and maintenance with a shop, break room, offices and storage similar to the current Public Works facilities to be incorporated in the Community Center facility;
 - (h) Develop concepts for Library expansion and possibly renovation options;
 - (i) Develop room data sheets for each space in the program to define the use and equipment to be used in each space.
 - (j) Prepare conceptual needs for furniture and furnishings for the spaces;
 - (k) Consider and determine the best mechanical HVAC, plumbing, and electrical systems to be used;
 - (l) Consider and determine a basis of design for technology and security systems in alignment with the City standards; and
 - (m) Determine acoustical and audio/visual needs for spaces.
- (4) Evaluate Site. The Professional shall:
 - (a) Develop an understanding of the site/review site surveys and compile existing physical statistics;
 - (b) Consider options for planning and budgeting landscape and

- irrigation goals;
 - (c) Evaluate the site for vehicle and pedestrian access, parking capacity required, storm water capacity, as well as public street impacts to position the facility optimally on the site and offer the City multiple options based on anticipated impact of the new facility;
 - (d) Consider options and possibilities of site amenities for youth playgrounds, exercise, recreation, and outdoor gathering spaces;
 - (e) Consider in the assessment the possibility of procuring and developing a vacant private property between the Community Center and Library properties in the possible design solutions; and
 - (f) Consider the possibilities the two properties could share utilizing the private property between them if it were procured and developed.
- (5) Develop Blocking Scenarios. The Professional shall
 - (a) Develop concept bubble diagrams to study appropriate adjacencies and of the spaces;
 - (b) Study and propose department's locations in terms of public access, emergency access, security and internal hierarchies;
 - (c) Evaluate single-story verses multiple story solutions; and
 - (d) Test program using space planning exercises with the users.
- (6) Concept Design. The Professional shall:
 - (a) Develop concept design options for the Project including site plan, floor plans, building elevations, and renderings depicting the proposed concept; and
 - The conceptual design may include two to three options of site layout considering separate and multi-story plan options.
 - (b) Develop conceptual building massing and/or rendering of the proposed solutions for presentation to City Council.
- (7) Develop Project Schedule and Budgets. The Professional shall:
 - (a) Review resources and funding sources and establish budget guidelines;
 - (b) Identify Project schedule requirements and limitations; and
 - (c) Develop a comprehensive budget for the entire Project including the cost of each site plan and building configuration option to assist City Council in the decision-making process.
- (8) Council Presentation. The Engineer shall prepare and present final program document with Project narrative overview explaining the Project scope and goals, including:
 - (a) descriptions of department and functional spaces;
 - (b) An overall numerical summary of the Project identifying all individual requirements at a department or staff position level;
 - (c) Adjacency diagrams with graphic depictions of the special relationships of all program elements;
 - (d) A concept design of the Project, including site plan, floor plans, elevations, and rendering;

- (e) A Project budget showing entire Project cost; and
 - (f) A schedule for the Project.
- b. Deliverables. The Professional shall provide a comprehensive report documenting the following, which shall be presented to the City Council:
 - (1) Facility program for planned 5, 10 and 20-year planning horizons;
 - (2) Existing site and building analysis for both properties;
 - (3) Site planning of building, parking, stormwater detention, outdoor areas and landscaping for both properties;
 - (4) Facility planning of programmed department needs including an outline of program spaces for each department group;
 - (5) Planning for Project phasing and demolition of existing building(s) and site(s);
 - (6) Conceptual building massing and/or rendering of the proposed solutions;
 - (7) Narratives for Civil Engineering describing existing site conditions, connections to utilities, stormwater detention requirements, parking requirements and street connection;
 - (8) Narratives for all disciplines describing components and systems;
 - (9) Conceptual Project budgets for building and site options;
 - (10) Schedule for final design and construction phases; and
 - (11) Pros and cons of delivery method – CMAR versus CSP.

2. Additional Services:

The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing prior to the performance of the same. The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services.

Exhibit "B"

COMPENSATION AND REIMBURSABLE EXPENSES

Basic Services

Services required under this Agreement shall not exceed ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS based upon the following schedules:

COMMUNITY CENTER REPLACEMENT PROJECT	
Consultant	Fee
Architecture	\$ 25,000.00
Civil Engineering	\$ 5,000.00
Landscape Architecture	\$ 11,000.00
Structural Engineering	\$ 5,000.00
MEP Engineering, IT, Sec. & AV	\$ 10,000.00
Cost Estimating	\$ 10,000.00
Surveying	\$ 6,000.00
Total	\$ 72,000.00

LIBRARY EXPANSION PROJECT	
Consultant	Fee
Architecture	\$ 15,000.00
Civil Engineering	\$ 5,000.00
Landscape Architecture	\$ 5,700.00
Structural Engineering	\$ 3,800.00
MEP Engineering, IT, Sec. & AV	\$ 20,000.00
Cost Estimating	\$ 5,000.00
Surveying	\$ 1,500.00
Total	\$ 56,000.00

Reimbursable Expenses associated with Basic Services

Reimbursable expenses under this Agreement shall not exceed ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for the Community Center Replacement Project and ONE THOUSAND AND NO.100 DOLLARS (\$1,000.00) for the Library Expansion Project, based upon the following:

Mileage Cost IRS Rate
 Internal Reproduction Cost
 Outside Reproduction Cost plus 10%
 Postage and Courier Service Cost
 Other Direct Costs Cost plus 10%

Additionally, expenses associated with traveling away from the home office on business connected with the Project, including, but not limited to, meals, mileage and lodging, must be approved in writing by the City prior to the Professional incurring any expense associated therewith; otherwise, the Parties hereto agree and understand that the City shall not be liable, and the Professional shall not make a claim against the City for any such expenses.

Additional Services

The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services. The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing by the City prior to the performance of the same.

Exhibit "C"

SCHEDULE

The services will be performed within 90 days after the issuance of a notice to proceed.

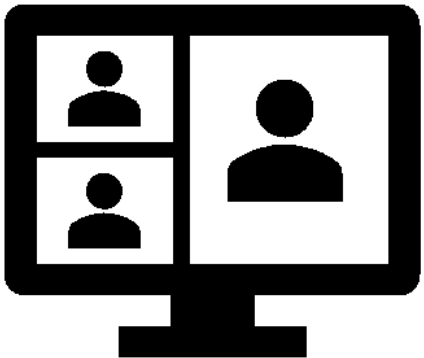
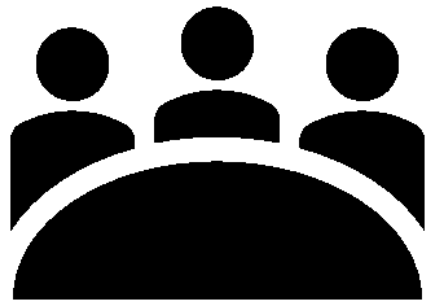
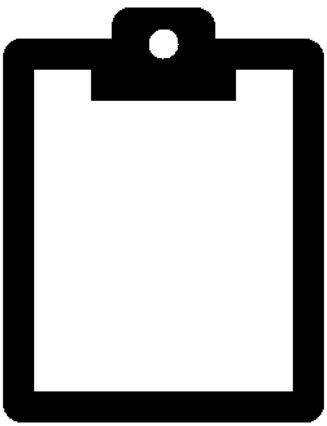
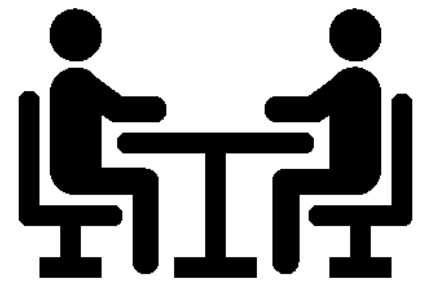
CITY OF FRIENDSWOOD

2023 – 2028 Friendswood Library Long-Range Strategic Plan



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

2023-2028 Long Range Strategic Plan



In-house and Online Library Surveys

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

In-house and Online Library Surveys

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

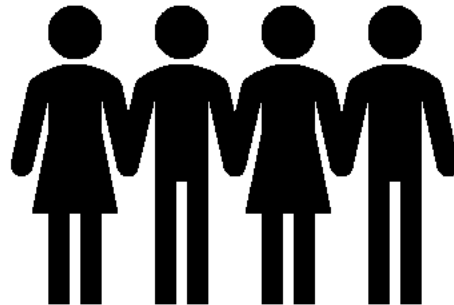
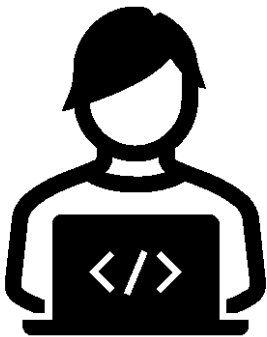
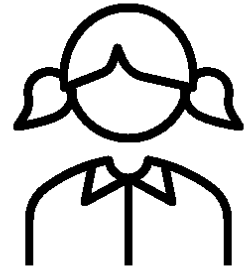
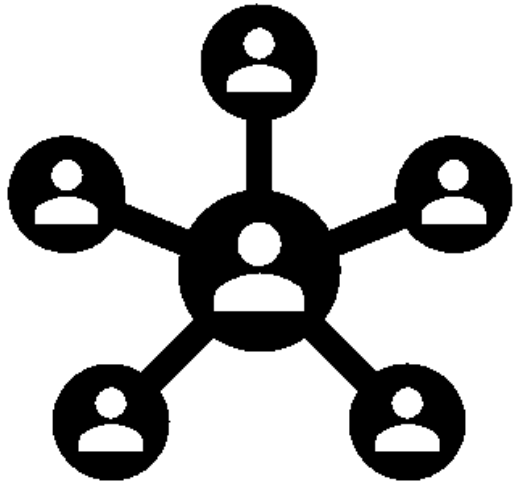
In-house and Online Library Surveys

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

Town Hall Meeting Results

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

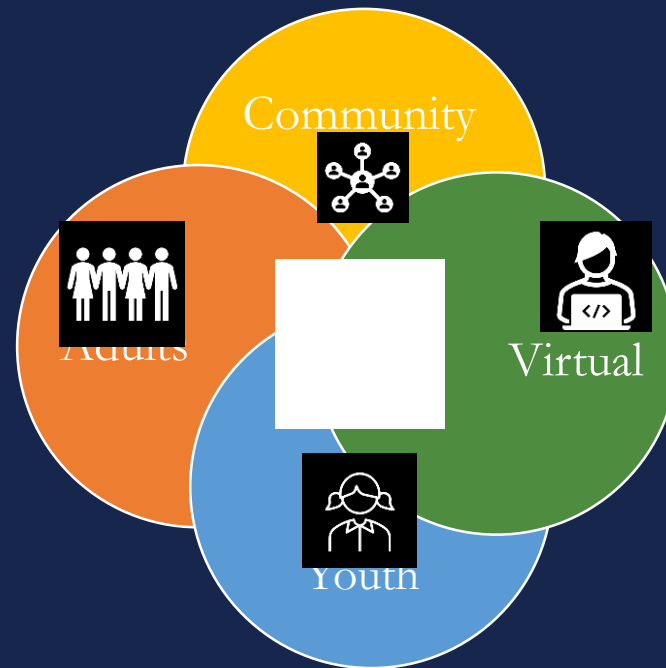
Sixty-six ideas were generated from this meeting. Many of the generated ideas reinforced the needs addressed in the preliminary needs assessment. Many other ideas or suggestions were unique. Additional meetings were held with library board and staff to discuss these ideas and determine which ideas aligned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



Four Categories Identified

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

Engage, Educate, Entertain, Empower Collaborate



Adults Succeeding

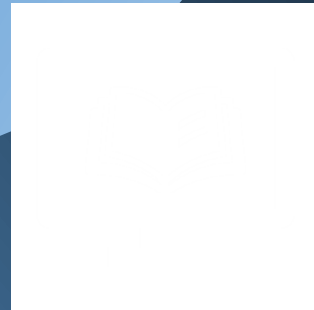
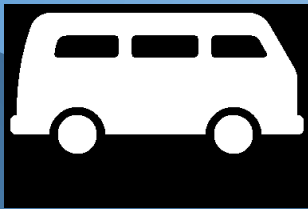
Provide information adults need to remain informed citizens able to fulfill civic responsibilities and fully participate in community decision making



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



Adult Succeeding: Library Service Needs



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

Adults Succeeding: Library Service Goals

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

Adults Succeeding: Library Service Goals

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

Adults Succeeding: Library Service Goals

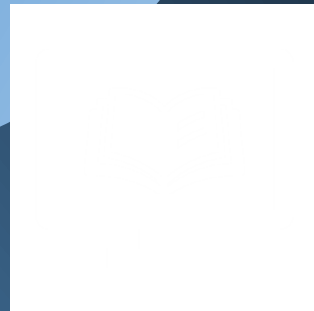
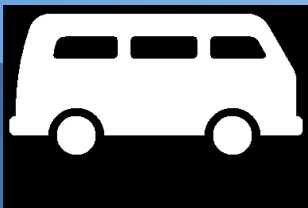
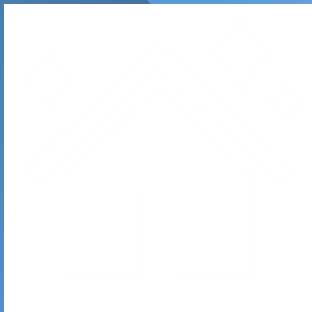
- **Expand partnership with Friendswood Parks and Recreation Activity Center** to enhance Senior programming.
- **Expand partnership with area schools, colleges and universities** to expand educational opportunities and increase library promotion.
- **Provide more year-round** adult reading challenges.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

Youth Succeeding

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



Youth Succeeding: Library Service Needs



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

Youth Succeeding: Library Service Goals

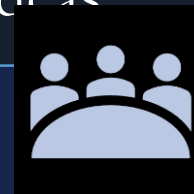
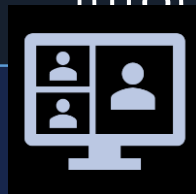
- **Partner with Adult Services** to expand/improve homeschool services and programs.
- **Work to improve homework assistance** through additional online resources and a tutor assistance program.
- **Provide additional online database** training to assist with homework and school assignments.
- **Provide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

Youth Succeeding: Library Service Goals

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

Community Commons

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



Community Commons: Library Service Needs

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

Community Commons: Library Service Goals

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

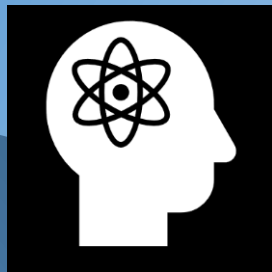
Discovery and Interaction in a Virtual World

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



Virtual World: Library Service Needs

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

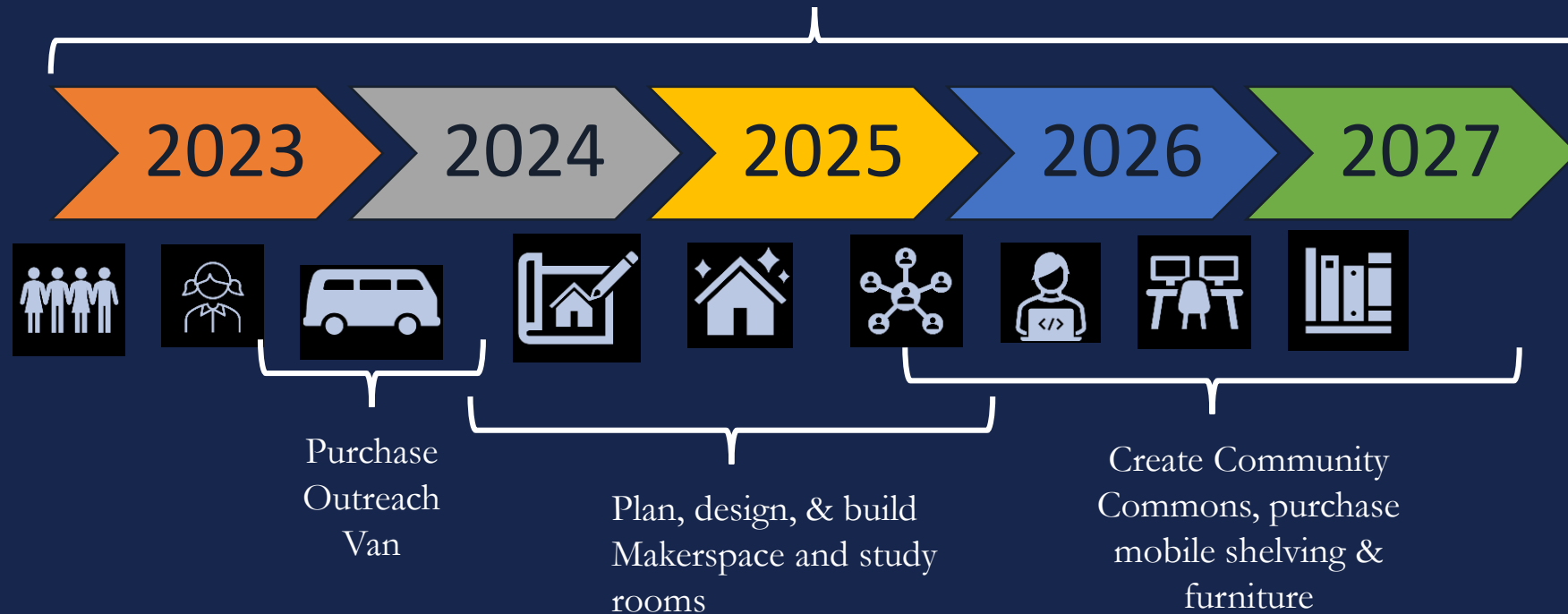


Discovery and Interaction in a Virtual World: Library Service Goals

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

Tentative Timeline

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



In Conclusion

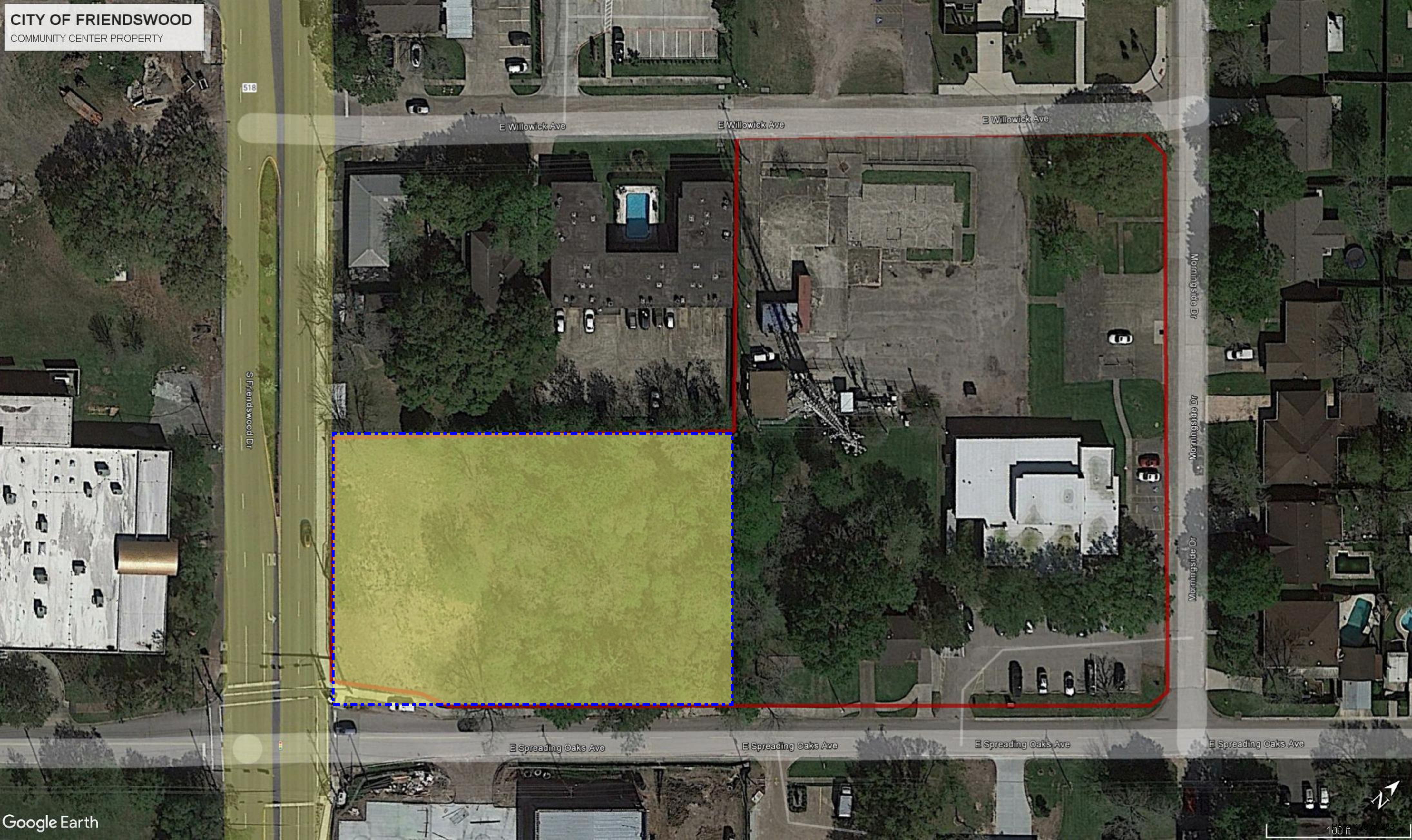
- The 2023-2028 Friendswood Library Long Range Strategic plan was approved by the Friendswood Library Board on January 17th, 2023 and will serve library staff as a primary tool for library development over the next five years.

Friendswood Library Board Members

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

Town Hall/Focus Group Members

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



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/20/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., for the Council Chamber Renovation Project.

Originating Department: City Attorney

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

The City desires to renovate and upgrade the City Council Chamber. The proposed Council Chamber Renovation Project will primarily consist of IT/AV upgrades and will include a new AV booth, acoustical improvements, and minor mechanical and electrical updates. Brinkley Sargent Wiginton Architects, Inc., will provide the overall management and architectural services and will engage Telios Corporation to provide Programming/MEP/IT/AV design services. The cost of these services shall not exceed \$62,250. The proposed improvements are anticipated to be complete within 365 days.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Renovation and upgrade of the City Council Chamber technology and audiovisual equipment will improve and enhance meeting content programming broadcast on the City's PEG Channel.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Agreement - BSW Architects
2. Form 1295 - BSW Architects 17
3. Government Code Verification - BSW Architects
4. COI - BSW Architects

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Professional Services Agreement (this "Agreement") is entered into by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and Brinkley Sargent Wiginton Architects, Inc., a Texas corporation (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Professional.

The City hereby agrees to engage the Professional and the Professional hereby agrees to perform the "Scope of Services" hereinafter set forth. The City's Director of Information Technology or his designee shall act as the City's Representative pursuant to this Agreement. Ryan McLemore shall act as Professional's project manager pursuant to this Agreement.

2. Scope of Services.

The Professional shall perform or cause to be performed the services necessary to renovate and upgrade the existing Council Chamber, located at 910 S. Friendswood, Drive, Friendswood, Texas 77546 (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.

The Professional shall perform the services required herein in accordance with the schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. The Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative. The Professional shall immediately submit to the City in writing evidence of any delay. If reasonably satisfactory to the City's Representative, the City may grant in writing an extension of time equal to the period of actual delay.

4. Information and Services.

- a. It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available for the carrying out of the work of the Professional as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports, or maps. The City shall cooperate with the Professional and will, to the fullest extent reasonably practicable, facilitate the performance of the services described in this Agreement.
- b. The Professional shall preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City and shall promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Professional on request of the City's Representative and at no cost to the City. Upon completion of this Agreement, the Professional shall provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the Professional. For purposes of this section "contracting information" shall have the meaning ascribed to it in Section 552.003 of the Texas Government Code and as hereinafter amended.

5. Compensation and Method of Payment.

a. Compensation.

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto shall not exceed the sum of SIXTY-TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$62,250.00) as more particularly described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

b. Payment.

The Professional shall invoice the City monthly for its services and charges incurred. The Professional shall invoice based upon total services actually completed during the applicable month. Invoices shall be tendered no more often than once a month. The Professional shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in the Professional's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City agrees to pay the Professional within thirty (30) calendar days of its receipt of the invoice, including all necessary backup information, or service, whichever is later; provided, however, in the event of a disputed or contested invoice, the City, following written notice to the Professional, may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. After receiving notice, the Professional shall be afforded a reasonable amount of time, not to exceed thirty (30) calendar days, to investigate, refute and/or cure the matter being disputed or contested. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

The Professional shall pay its subcontractors no later than the tenth day after it receives payment as required under Chapter 2251, Texas Local Government Code.

6. Records.

The Professional shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be kept in the office of the Professional for a period of not less than five (5) years and shall be made available to the City, at no cost, for inspection and copying upon reasonable request.

7. Ownership of Documents.

All documents, including original drawings, estimates, specifications, field notes and data are the property of the City. The Professional may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings prepared by the Professional, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Professional for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance.

The Professional shall, at its own expense, purchase, maintain, and keep in force insurance, which shall protect against injury and/or damages which may arise out of or result from operations under this Agreement of the following types and limits:

- a. Workers' Compensation Insurance
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.

- b. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage: \$500,000
 - Waiver of subrogation required
 - Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

- c. Commercial Automobile Liability Insurance
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required

- d. Professional Liability (Errors and Omissions)
 - Limit: \$1,000,000 for this Project
 - Coverage shall continue for a minimum of two (2) years after the Professional's assignment under this Agreement is completed.

The Professional'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 Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, 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 subconsultants and assigns shall be subject to all of the requirements stated herein.

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

- Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII 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. Professional Liability Insurance can be on claims-made form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Professional Liability Policies required herein.
- 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 Professional.
- Professional shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement.

9. Professional Liability.

- A. The Professional agrees the services it provides, as an experienced and qualified architect/engineer, the services required herein with the professional skill and care ordinarily provided by competent architects/engineers practicing under the same or similar circumstances and professional licenses. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession. Approval by the City shall not constitute nor be deemed a release or waiver of the responsibility and liability of the Professional for the accuracy and competency of data, reports, and documents.
- B. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall correct such deficiencies without additional compensation.

10. INDEMNIFICATION AND RELEASE.

a. INDEMNIFICATION.

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER 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 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 AGREEMENT TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY

PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY AND DEFENSE OBLIGATION SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. 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. Professional assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Professional's services to be performed hereunder. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

The Professional shall require all of its approved subconsultants to include in their subcontracts a release and indemnity in favor of the City in the same form as above.

11. Address of Notice and Communications.

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

Professional:
Brinkley Sargent Wiginton Architects, Inc.
825 Town and Country Blvd, Suite 1200
Houston, Texas 77024
Attn: President

All notices and communications under this Agreement shall be mailed or delivered to City and Professional at the above addresses, respectively.

12. Captions.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments.

The City and the Professional each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. Except as above, neither the City nor the Professional shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or Professional of any public body which may be a party hereto.

14. Termination of Agreement for Cause.

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, The Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Termination For Convenience of the City.

The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Professional. If the Agreement is terminated by the City as provided herein, the Professional shall be paid for the time provided and expenses incurred up to the termination date; provided the Professional has complied with that portion of Paragraph 14 pertaining to tendering a final statement along with all instruments of service to the City. If this Agreement is terminated due to the fault of the Professional, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.

16. Changes.

The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement.

17. Personnel.

- a. The Professional represents that it has, or shall 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.
- b. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under State and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

18. Reports and Information.

The Professional shall, at such times and in such forms as the City may require, furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

19. Civil Rights.

The Professional shall comply with applicable requirements of Chapter 106 of the Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Professional shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.

20. Interest of Professional and Employees.

The Professional covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Professional further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Professional.

21. Incorporation of Provisions Required by Law.

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either Party.

22. Governing Law.

This Agreement has been made under and shall be governed by the laws of the State of Texas.

23. Venue.

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

24. Time is of the Essence.

Time is of the essence in this Agreement. Professional shall perform the services herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect/engineer. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.

25. No Third-Party Beneficiary.

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

26. No Right to Arbitration.

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

27. Waiver.

No waiver by either Party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

28. Complete Agreement.

This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof.

29. Severability.

All 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.

30. Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such party did or did not author the same.

31. Authority.

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

[Remainder of Page Intentionally Left Blank]

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 01 day of March, 2024, the date of execution by the City Manager of the City of Friendswood.

City:
CITY OF FRIENDSWOOD, TEXAS

Professional:
BRINKLEY SARGENT WIGINTON
ARCHITECTS, INC.

MORAD KABIRI, City Manager

BY: 
(Signature)

Denny Boles

(Printed Name)

President/CEO

(Title)

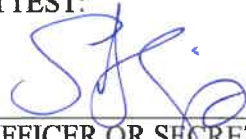
DATE: _____

DATE: FEBRUARY 26, 2024

ATTEST:

LETICIA BRYSCH, City Secretary

ATTEST:



(OFFICER OR SECRETARY)
SENIOR PRINCIPAL

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\Engineering\Professional Service Contracts\Architects\Brinkley Sargent Wiginton Architects\Standard Agreement for Professional Services.docx

Exhibit "A"

SCOPE OF WORK

A. PROJECT INFORMATION

The Project consists of the renovation to the Council Chamber of the City of Friendswood and will include IT/AV upgrades to include a new AV booth and new ceiling acoustical lay-in ceiling throughout. The Professional will engage Telios Corporation to provide programming/MEP/IT/AV design services, which services are included in basic services.

B. SCOPE OF SERVICES

1. Basic Services: The Professional shall provide the following scope of services after the City's issuance of a notice to proceed:

- a. Programming: The Professional shall:
 - (1) Consult with City to define and clarify City's requirements for the Project, including, but not limited to, the user audio-visual requirements within the space;
These efforts shall remain at a high-level focused on the desired outcomes and usability features; it is not intended to be a review of specific components, equipment sizing, and/or configuration desired within each space.
 - (2) Engage Telios Corporation to produce an AV Program document;
 - (3) Confirm/validate the expected scope of work for design services and budget based upon the AV Program document; and
 - (4) Review existing mechanical and electrical systems and provide scoping documentation of required updates.
- b. Schematic Design and Construction Documents: The Professional shall:
 - (1) Provide the design for a dais-based audio system with presentation capabilities from a podium location;
The room shall have local displays/monitors for the audience as well as for the council members.
 - (2) Coordinate the MEP infrastructure to support a newly constructed AV booth and connectivity throughout the room;
The room shall have video cameras for use in recording and/or streaming live events;
 - (3) Prepare drawings and plans to include a layout of the Project;
 - (4) Furnish, at 95% completion, three (3) review copies of drawings, plans and specifications to City and review it with City;
 - (5) Advise City of the Professional's opinion of probable construction cost and total project costs;
 - (6) Prepare and furnish bid documents for review and approval by City, its legal counsel, and other advisors, as appropriate, and assist City in the preparation of other related documents; and
 - (7) Attend design meetings either in person or remotely for the Project.
- c. Bidding / Permitting
 - (1) Assist City in advertising for and obtaining bids for the Project and, where applicable, provide one electronic set of plans and specifications in a format acceptable to the City, and maintain a record of prospective bidders to whom bidding documents have been issued;

- (2) Issue addenda as appropriate to clarify, correct, or change the bidding documents;
 - (3) Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by the contractor the "the Contractor") for those portions of the Project as to which such acceptability is required by the bidding documents;
 - (4) Attend pre-bid conference(s) and the bid opening, prepare bid tabulation sheets, and assemble contract documents;
 - (5) Assist City in both evaluating bids and awarding contracts for the Project;
 - (6) Assist in connection with Bid protests, rebidding contracts for construction, materials, equipment, or services; and
 - (7) Submission of all required design documents as needed to receive a building permit through the City of Friendswood.
- d. Construction Administration. The Professional shall perform and be responsible those services necessary for the overall/construction Project management the and management of Project through completion, including, but not limited to the following:
- (1) Participate in a pre-construction conference prior to commencement of Project at the site and attend OAC meetings bi-weekly in-person & bi-weekly remotely;
 - (2) Make visits to the site at least monthly or at more frequent intervals at the various stages of construction as Professional and/or City deems necessary and appropriate to verify Contractor's payment requests, to observe as an experienced and qualified design professional the progress and quality of the Project, to determine if Contractor's work is proceeding in accordance with the contract documents, to keep City informed of the progress of the Project, and to provide for City a greater degree of confidence that the completed Project will substantially conform to the contract documents;
 - (3) Recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Professional believes that such work will not produce a completed Project that substantially conforms to the contract documents;
 - (4) Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of Contractor's work;
 - (5) Recommend change orders and work change directives to City, as appropriate, and prepare change orders and work change directives as required;
 - (6) Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by laws and regulations or the contract documents to determine if the results certified indicate compliance with the contract documents;
 - (7) Based on Professional's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation, determine the amounts that Professional recommends Contractor be paid. In the case of unit price work, Professional's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the contract documents);

- (8) Create a final punch list necessary for the completion of the Project;
- (9) Conduct a final inspection to determine if the completed Project of Contractor is acceptable and is in compliance with the contract documents so that Professional may recommend, in writing, final payment to Contractor; and
- (10) Prepare and furnish to the City record drawings on mylar showing appropriate record information based on Project annotated record documents received from Contractor.

2. Additional Services:

The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing prior to the performance of the same. The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services.

Exhibit "B"

COMPENSATION AND REIMBURSABLE EXPENSES

Basic Services

Services required under this Agreement shall not exceed FIFTY-FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$54,750.00) based upon the following schedule:

Programming	\$4,250.00
Council Chambers Design and Management.....	\$50,500.00

Reimbursable Expenses associated with Basic Services

Reimbursable expenses under this Agreement shall not exceed SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) based upon the following:

Mileage Cost.....	IRS Rate
Internal Reproduction	Cost
Outside Reproduction	Cost plus 10%
Postage and Courier Service	Cost
Other Direct Costs	Cost plus 10%

Additionally, expenses associated with traveling away from the home office on business connected with the Project, including, but not limited to, meals, mileage and lodging, must be approved in writing by the City prior to the Professional incurring any expense associated therewith; otherwise, the Parties hereto agree and understand that the City shall not be liable, and the Professional shall not make a claim against the City for any such expenses.

Additional Services

The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services. The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing by the City prior to the performance of the same.

Exhibit "C"

SCHEDULE

The services will be performed in accordance with the following schedule:

Programming	28 calendar days
Schematic Design / Construction Documents.....	112 calendar days
Bidding / Permit.....	56 calendar days
CA.....	168 calendar days*

*The time schedule in which the Professional shall perform the services required in this Agreement is commensurate with the construction activities and the closeout of the Project.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/23/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Professional Services Agreement with Fivengineering, LLC, for preliminary design services associated with the Lift Station No. 27 Improvements Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Under this proposed agreement, Fivengineering, LLC, (the "Professional") will provide preliminary engineering services for the Lift Station No. 27 Improvements Project (the "Project"). Because Lift Station 27 is expecting additional flows in the near future from a new development within its service area, the City wishes to evaluate increasing the pumping capacity of the lift station to accommodate the future flow. The cost of these services is \$79,092. The draft report will be completed within 90 calendar days of the notice to proceed and will be finally completed within 45 days after the Professional receives the City's comments on the draft report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Agreement for Professional Services - Lift Station No. 27 Improvements
2. Lift Station 27 Site Map
3. Form 1295 LS #27 5Engineering
4. Government Code Verifications Form
5. Certificate of Ins Exp 12-21-2024

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Professional Services Agreement (this "Agreement") is entered into by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and Fivengineering, LLC., a Texas limited liability company (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Professional.

The City hereby engages the Professional and the Professional hereby agrees to perform the "Scope of Services" hereinafter set forth. The City's Director of Engineering or his designee shall act as the City's Representative pursuant to this Agreement. Frank L. Stephens, P.E., shall act as Professional's project manager pursuant to this Agreement.

2. Scope of Services.

The Professional shall perform or cause to be performed a preliminary engineering services associated with the Lift Station No. 27 Improvements Project (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.

The Professional shall perform the services required herein in accordance with the schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. The Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative. The Professional shall immediately submit to the City in writing evidence of any delay. If reasonably satisfactory to the City's Representative, the City may grant in writing an extension of time equal to the period of actual delay.

4. Information and Services.

a. It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available for the carrying out of the work of the Professional as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports, or maps. The City shall cooperate with the Professional and will, to the fullest extent reasonably practicable, facilitate the performance of the services described in this Agreement.

b. The Professional shall preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City and shall promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Professional on request of the City's Representative and at no cost to the City. Upon completion of this Agreement, the Professional shall provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the Professional. For purposes of this section "contracting information" shall have the meaning ascribed to it in Section 552.003 of the Texas Government Code and as hereinafter amended.

5. Compensation and Method of Payment.

a. Compensation.

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto shall **be the lump sum amount of SEVENTY-NINE THOUSAND NINETY-TWO AND NO/100 DOLLARS (\$79, 092.00)** as more particularly described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

b. Payment.

The Professional shall invoice the City monthly for its services and charges incurred. The Professional shall invoice based upon total services actually completed during the applicable month. Invoices shall be tendered no more often than once a month. The Professional shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in the Professional's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City agrees to pay the Professional within thirty (30) calendar days of its receipt of the invoice, including all necessary backup information, or service, whichever is later; provided, however, in the event of a disputed or contested invoice, the City, following written notice to the Professional, may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. After receiving notice, the Professional shall be afforded a reasonable amount of time, not to exceed thirty (30) calendar days, to investigate, refute and/or cure the matter being disputed or contested. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

The Professional shall pay its subcontractors no later than the tenth day after it receives payment as required under Chapter 2251, Texas Local Government Code.

6. Records.

The Professional shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be kept in the office of the Professional for a period of not less than five (5) years and shall be made available to the City, at no cost, for inspection and copying within the City limits and within ten (10) days of the City's request.

7. Ownership of Documents.

All documents, including original drawings, estimates, specifications, field notes and data are the property of the City and shall be tendered to the City prior to final payment hereunder. The Professional may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings prepared by the Professional, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Professional for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance.

The Professional shall, at its own expense, purchase, maintain, and keep in force insurance, which shall protect against injury and/or damages which may arise out of or result from operations under this Agreement of the following types and limits:

- a. Workers' Compensation Insurance
 - Statutory Limits
 - ***Employer's Liability \$500,000***
 - ***Waiver of Subrogation required.***
- b. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage: \$500,000
 - Waiver of subrogation required
 - Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- c. Commercial Automobile Liability Insurance
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required
- d. Professional Liability (Errors and Omissions)
 - Limit: \$1,000,000 for this Project
 - Coverage shall continue for a minimum of two (2) years after the Professional's assignment under this Agreement is completed.

The Professional'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 Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, 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 subconsultants and assigns shall be subject to all of the requirements stated herein.

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

- Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII 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. Professional Liability Insurance can be on claims-made form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Professional Liability Policies required herein.
- 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 Professional.
- Professional shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement and shall ensure that throughout the term of this agreement, all certificates on file with the City are up-to-date and not expired.

9. Professional Liability.

- A. The Professional agrees the services it provides, as an experienced and qualified architect/engineer, the services required herein with the professional skill and care ordinarily provided by competent architects/engineers practicing under the same or similar circumstances and professional licenses. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession. Approval by the City shall not constitute nor be deemed a release or waiver of the responsibility and liability of the Professional for the accuracy and competency of data, reports, and documents.
- B. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall correct such deficiencies without additional compensation.

10. INDEMNIFICATION AND RELEASE.

a. INDEMNIFICATION.

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER 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 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 AGREEMENT TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS

WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY AND DEFENSE OBLIGATION SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. 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. Professional assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Professional's services to be performed hereunder. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

The Professional shall require all of its approved subconsultants to include in their subcontracts a release and indemnity in favor of the City in the same form as above.

11. Address of Notice and Communications.

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the Parties shall be as follows unless properly changed as provided for herein below:

City:

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

Professional:

Fivengineering, LLC
11200 Westheimer Road, #353
Houston, Texas 77042
Attn: Managing Member

Each Party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other Party.

12. Captions.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments.

The City and the Professional each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. However, neither the City nor the Professional shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or Professional of any public body which may be a party hereto.

14. Termination of Agreement for Cause.

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, The Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Termination For Convenience of the City.

The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Professional. If the Agreement is terminated by the City as provided herein, the Professional shall be paid for the time provided and expenses incurred up to the termination date; provided the Professional has complied with that portion of Paragraph 14 pertaining to tendering a final statement along with all instruments of service to the City. If this Agreement is terminated

due to the fault of the Professional, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.

16. Changes.

The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement. The City shall not be liable for any additional services performed hereunder unless an amendment to this Agreement for such services is executed prior to the performance thereof.

17. Personnel.

- a. The Professional represents that it has, or shall 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.
- b. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under State and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

18. Reports and Information.

The Professional shall, at such times and in such forms as the City may require, furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

19. Independent Contractor.

The Professional is an independent contractor and the City neither reserves nor possesses any right to control the details of the services performed by the Professional under the terms of this Agreement.

20. Civil Rights.

The Professional shall comply with applicable requirements of Chapter 106 of the Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Professional shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.

21. Interest of Professional and Employees.

The Professional covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Professional further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Professional.

22. Incorporation of Provisions Required by Law.
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either Party.
23. Governing Law.
This Agreement has been made under and shall be governed by the laws of the State of Texas.
24. Venue.
Any action brought by either Party based on any claim arising under or as a result of this Agreement shall be brought in a court of competent jurisdiction in Galveston County, Texas.
25. Time is of the Essence.
Time is of the essence in this Agreement. Professional shall perform the services herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect/engineer. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.
26. No Third-Party Beneficiary.
This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Professional and the City only.
27. No Right to Arbitration.
Notwithstanding anything to the contrary contained in this Agreement, the City and the Professional hereby agree that no claim or dispute between the City and the Professional arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, The Professional consents to be joined in the arbitration proceeding if the Professional's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.
28. Waiver.
No waiver by either Party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
29. Complete Agreement.
This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof.
30. Severability.
All 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.

31. Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

32. Authority.

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

[Remainder of Page Intentionally Left Blank]

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 ____ day of March, 2024, the date of execution by the City Manager of the City of Friendswood.

City:
CITY OF FRIENDSWOOD, TEXAS

Professional:
FIVENGINEERING, LLC

MORAD KABIRI, City Manager

BY: 
(Signature)

Kelly Humphries, PE, PMP
(Printed Name)

President
(Title)

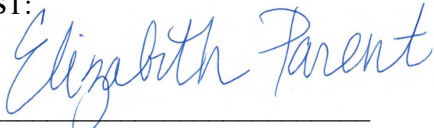
DATE: _____

DATE: 02/26/2024

ATTEST:

LETICIA BRYSCH, City Secretary

ATTEST:


(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

SCOPE OF WORK

A. PROJECT INFORMATION

The Professional shall provide Phase I preliminary engineering services for this Project. The scope of work for the Project will include a capacity analysis of the existing lift station and force main. The Professional's evaluation will include structural, mechanical, and electrical components of the lift station.

The existing lift station consists of a 9-foot diameter concrete wet well with above-grade piping and valves sitting on a concrete slab. The lift station has two 30.0 HP submersible pumps arranged in a duty/standby configuration. The influent sewage is conveyed to the wet well by a 12-inch gravity sewer line and it is pumped for approximately 3,400 feet via a 12-inch force main directly to the Blackhawk Reginal Wastewater Treatment Plant located at 3902 W Bay Area Blvd. Lift Station 27 is expecting additional flows in the near future from a new development within its service area. The City wishes to evaluate increasing the pumping capacity of the lift station to accommodate the future flow. The lift station capacity evaluation will also include an evaluation of the force main capacity and operation under the future flow conditions.

The Professional will provide the following professional engineering services for the Project:

1. Capacity Analysis.

The Professional will calculate the current capacity of the lift station and determine if the lift station is adequately sized to handle current and future peak demands. The analysis will include sizing of new pumps, discharge piping, valves, and force main. A system curve will be developed for the proposed pumps and force main. Electrical equipment improvements needed for future flows will be identified.

2. Evaluation and Recommendation of Emergency Power System.

The Professional will perform an evaluation of the existing standby emergency power at the lift station. The evaluation will determine if the standby power will be adequate for the future requirements.

3. Evaluation and Recommendation of Odor Control System.

The Professional will coordinate a baseline odor assessment of the existing facility. The evaluation will include collection of grab samples and odor monitoring. A summary of the findings and recommendations will be presented in the report.

B. SCOPE OF SERVICES

1. Basic Services: The Professional shall provide the following scope of services after the City's issuance of a notice to proceed for the Project:

a. Phase I Preliminary Design Phase.

The Professional will prepare and submit a Basis of Design Report ("BODR") summarizing our findings of the existing lift station evaluation described above and providing recommendations for proposed improvements. The preliminary design phase will consist of the following tasks:

Task 1: Project Management

- (1) The Professional will coordinate the scope, schedule, and budget for the Project.

- (2) Project management tasks will include managing and coordinating Project efforts including QA/QC of deliverables and invoice preparations.

Task 2: Data Collection

- (1) Research and Record Drawings Review. The Professional will request and review informational resources such as record drawings and historical data provided by the City.
- (2) Site Visits. The Professional shall perform site visits to collect data, photographs, and record data.
- (3) Electrical Engineering. The Professional shall engage Kalluri Group, Inc., to perform electrical and instrumentation services for the Project, which services will include:
 - (a) Prepare a narrative on the electrical improvements scope needed to accommodate the additional pump capacity including an evaluation of the standby power generator.
 - (b) Prepare a preliminary cost estimate for electrical improvements.
 - (c) Prepare One-Line Diagram, and Electrical Site Plan.
- (d) Odor Control Investigation and Monitoring. The Professional shall engage V&A Consulting Engineers (V&A) to conduct a field investigation of the lift station to evaluate existing odor conditions and provide a baseline analysis to determine the extent of the existing odor conditions within the lift station area, which services will include the following:
 - (a) Collection of grab samples including hydrogen sulfide gas and wastewater dissolved sulfide (Gastec tubes)
 - (b) Collection of wastewater pH, ORP, and temperature (portable meter).
 - (c) Wet well continuous monitoring for differential pressure and hydrogen sulfide for a period of one (1) week.
 - (d) Monitoring of one location on the lift station fence line with a low-level hydrogen sulfide monitor for a period of one (1) week.

Task 3: Basis of Design Report

- (a) This task will include preparation for, attendance, and minutes for meetings with City staff. The Professional anticipates a kick-off meeting, one progress meeting, and one final draft workshop to review the Draft BODR. The final draft workshop will lock in the final design scope of work for the Project.
- (b) Summary of the data collection.

- (c) Wet Well capacity analysis, pump calculations, mechanical evaluation, and recommendation for lift station rehabilitation / replacement.
- (d) Force main capacity analysis, sizing and surge calculations, mechanical evaluation, and recommendations for rehabilitation / replacement.
- (e) Analysis of existing standby power and recommendation.
- (f) Analysis and Recommendation for an odor control system addition based on the field investigation and monitoring results.
- (g) Recommendations for Site/ Civil improvements.
- (h) Bypass pumping evaluation and recommendations.
- (i) Engineer's Opinion of Probable Construction Cost (EOPCC) with 25% contingency. The EOPCC will be developed in general conformance with the guidelines developed by the Association for the Advancement of Cost Engineering (AACE) for a Class 4 Estimate.
- (j) 30% drawings including the drawings summarized in Table 1.

Table 1: BODR Drawing List	
Drawing	Drawing Name
D1	Demolition Plan
C1	Site Plan
M1	Lift Station Mechanical Plan
M2	Lift Station Sections and System Curve
E1	Electrical Site Plan
E2	One-line Diagram

- (k) Review, address, and respond to City's review comments.
- (l) Revise report per comments and prepare and submit final BODR.

2. Additional Services:

The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing prior to the performance of the same. The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services.

Exhibit "B"

COMPENSATION AND REIMBURSABLE EXPENSES

Basic Services

Services required under this Agreement, including all reimbursable expenses shall be provided at a lump sum fee of SEVENTY-NINE THOUSAND NINETY-TWO AND NO/100 DOLLARS (\$79,092.00).

Additional Services

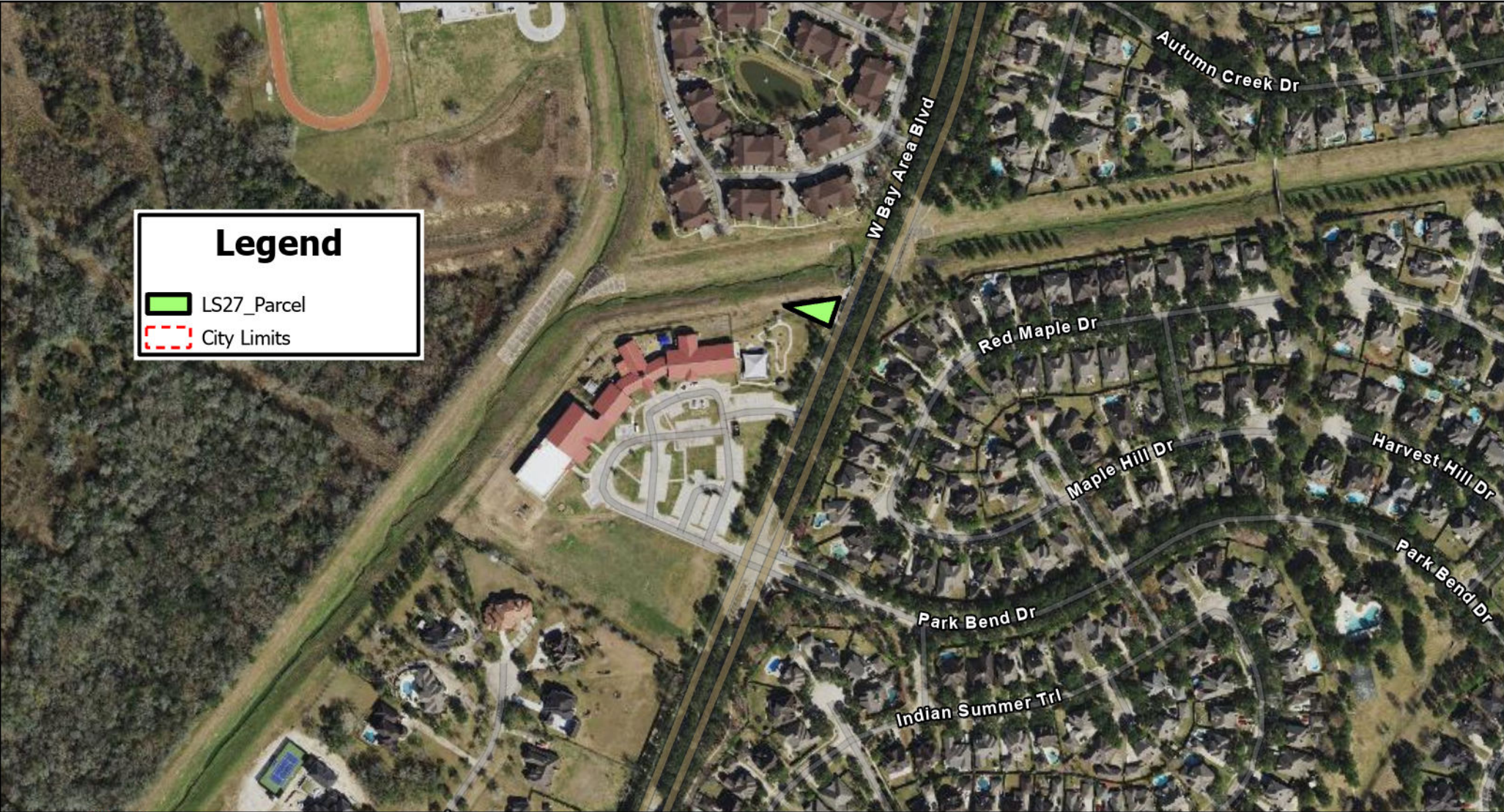
The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services. The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing by the City prior to the performance of the same.

Exhibit "C"

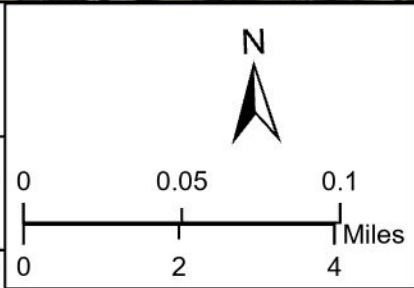
SCHEDULE

The Professional shall provide the services required herein based upon the following schedule:

Project Schedule	
Task	Schedule
Draft BODR	90 calendar days from the City's issuance of the notice to proceed.
Final BODR	45 calendar days from the Professional's receipt of City comments on the Draft BODR.



Lift Station 27 Site	
Lift Station 27 resides in the south eastern section of Friendswood. And is adjacent to the Galloway Private School.	2024
Coordinate System: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet	



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/23/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Professional Services Agreement with Fivengineering, LLC, for preliminary design services associated with the Lift Station No. 8 Improvements Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Under this proposed agreement, Fivengineering, LLC, (the "Professional") will provide preliminary engineering services for the Lift Station No. 8 Improvements Project (the "Project"). Because Lift Station No. 8 is experiencing high flows during peak demand times and is expecting additional flows in the near future from new developments within its service area, the City wishes to evaluate the opportunity to increase the capacity of the lift station and rehabilitate or replace the lift station structural, mechanical, and electrical components. The Professional's capacity evaluation will also include the force main size and alignment. The cost of these services is \$97,180. The draft report will be completed within 90 days of the notice to proceed and will be finally completed within 45 days after the Professional receives the City comments on the draft report.

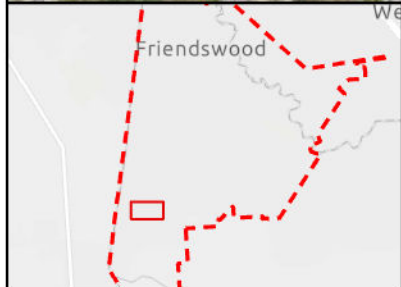
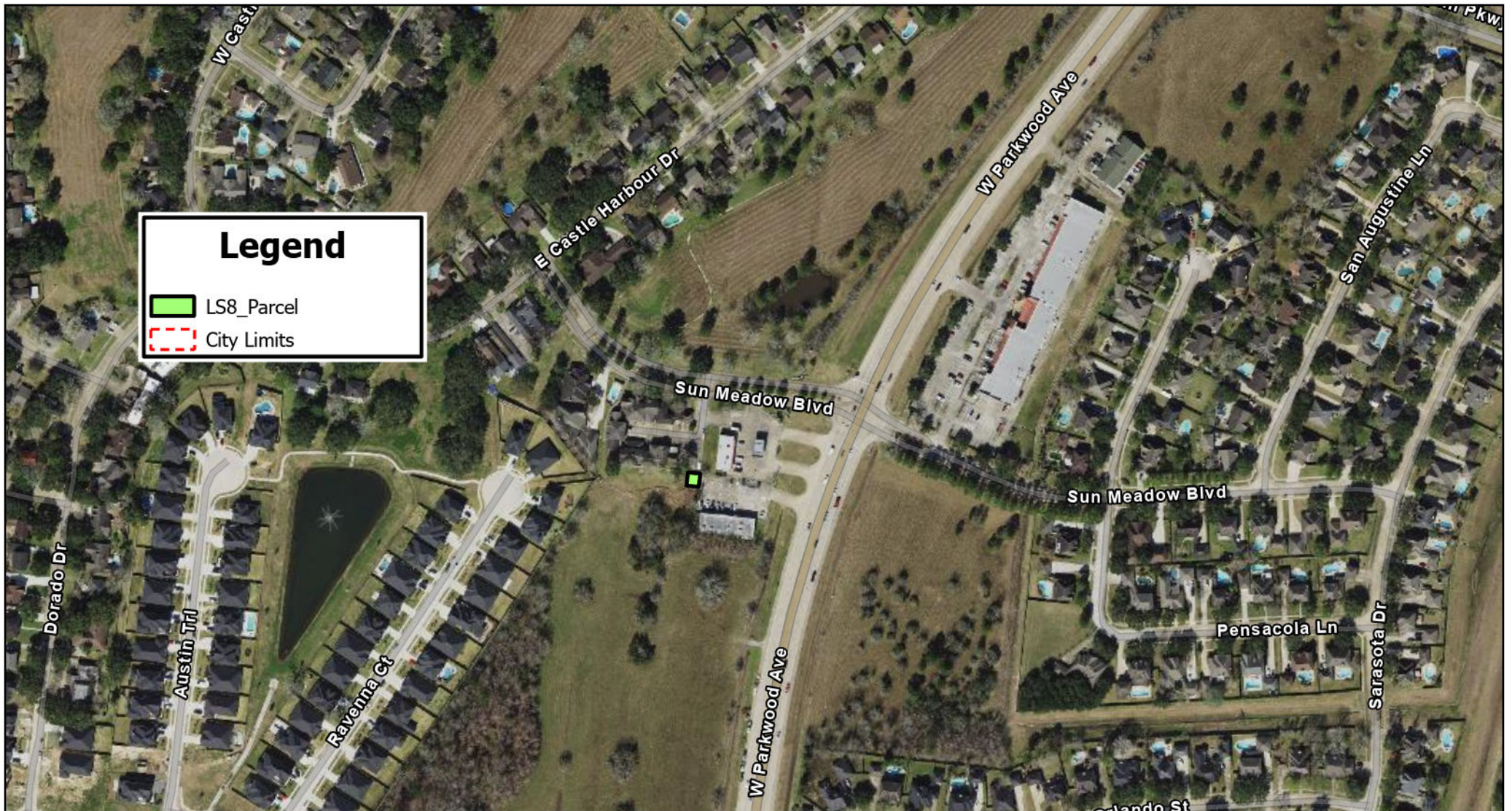
IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Lift Station 8 Site Map
2. Standard Agreement for Professional Services - Lift Station No. 8 Improvements
3. Form 1295 LS #8 5Engineering
4. Government Code Verifications Form

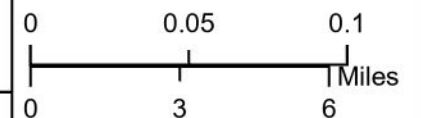


Lift Station 08 Site

Lift Station 08 resides in the South Western section of Friendswood. And lies along FM 528.

2024

Coordinate System: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet



PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Professional Services Agreement (this "Agreement") is entered into by and between the City of Friendswood, Texas (hereinafter called the "City"), a home-rule municipal corporation located in Harris and Galveston Counties, Texas, and Fivengineering, LLC., a Texas limited liability company (hereinafter called the "Professional"). The City and the Professional are hereinafter referred to as "Parties" or individually as a "Party."

1. Engagement of Professional.

The City hereby engages the Professional and the Professional hereby agrees to perform the "Scope of Services" hereinafter set forth. The City's Director of Engineering or his designee shall act as the City's Representative pursuant to this Agreement. Frank L. Stephens, P.E., shall act as Professional's project manager pursuant to this Agreement.

2. Scope of Services.

The Professional shall perform or cause to be performed a preliminary engineering services associated with the Lift Station No. 8 Improvements Project (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.

The Professional shall perform the services required herein in accordance with the schedule attached hereto as Exhibit "C" and incorporated herein for all intents and purposes. The Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative. The Professional shall immediately submit to the City in writing evidence of any delay. If reasonably satisfactory to the City's Representative, the City may grant in writing an extension of time equal to the period of actual delay.

4. Information and Services.

a. It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available for the carrying out of the work of the Professional as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports, or maps. The City shall cooperate with the Professional and will, to the fullest extent reasonably practicable, facilitate the performance of the services described in this Agreement.

b. The Professional shall preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City and shall promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Professional on request of the City's Representative and at no cost to the City. Upon completion of this Agreement, the Professional shall provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the Professional. For purposes of this section "contracting information" shall have the meaning ascribed to it in Section 552.003 of the Texas Government Code and as hereinafter amended.

5. Compensation and Method of Payment.

a. Compensation.

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto shall be the lump sum amount of **NINETY-SEVEN THOUSAND ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$97,180.00)** as more particularly described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.

b. Payment.

The Professional shall invoice the City monthly for its services and charges incurred. The Professional shall invoice based upon total services actually completed during the applicable month. Invoices shall be tendered no more often than once a month. The Professional shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in the Professional's invoice being denied and the City being relieved from any liability for payment of the late invoice.

The City agrees to pay the Professional within thirty (30) calendar days of its receipt of the invoice, including all necessary backup information, or service, whichever is later; provided, however, in the event of a disputed or contested invoice, the City, following written notice to the Professional, may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. After receiving notice, the Professional shall be afforded a reasonable amount of time, not to exceed thirty (30) calendar days, to investigate, refute and/or cure the matter being disputed or contested. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

The Professional shall pay its subcontractors no later than the tenth day after it receives payment as required under Chapter 2251, Texas Local Government Code.

6. Records.

The Professional shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be kept in the office of the Professional for a period of not less than five (5) years and shall be made available to the City, at no cost, for inspection and copying within the City limits and within ten (10) days of the City's request.

7. Ownership of Documents.

All documents, including original drawings, estimates, specifications, field notes and data are the property of the City and shall be tendered to the City prior to final payment hereunder. The Professional may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings prepared by the Professional, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Professional for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance.

The Professional shall, at its own expense, purchase, maintain, and keep in force insurance, which shall protect against injury and/or damages which may arise out of or result from operations under this Agreement of the following types and limits:

- a. Workers' Compensation Insurance
 - Statutory Limits
 - ***Employer's Liability \$500,000***
 - ***Waiver of Subrogation required.***
- b. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage: \$500,000
 - Waiver of subrogation required
 - Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- c. Commercial Automobile Liability Insurance
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required
- d. Professional Liability (Errors and Omissions)
 - Limit: \$1,000,000 for this Project
 - Coverage shall continue for a minimum of two (2) years after the Professional's assignment under this Agreement is completed.

The Professional'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 Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, 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 subconsultants and assigns shall be subject to all of the requirements stated herein.

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

- Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII 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. Professional Liability Insurance can be on claims-made form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Professional Liability Policies required herein.
- 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 Professional.
- Professional shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement and shall ensure that throughout the term of this agreement, all certificates on file with the City are up-to-date and not expired.

9. Professional Liability.

- A. The Professional agrees the services it provides, as an experienced and qualified architect/engineer, the services required herein with the professional skill and care ordinarily provided by competent architects/engineers practicing under the same or similar circumstances and professional licenses. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession. Approval by the City shall not constitute nor be deemed a release or waiver of the responsibility and liability of the Professional for the accuracy and competency of data, reports, and documents.
- B. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall correct such deficiencies without additional compensation.

10. INDEMNIFICATION AND RELEASE.

a. INDEMNIFICATION.

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER 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 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 AGREEMENT TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS

WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY AND DEFENSE OBLIGATION SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. 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. Professional assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Professional's services to be performed hereunder. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

The Professional shall require all of its approved subconsultants to include in their subcontracts a release and indemnity in favor of the City in the same form as above.

11. Address of Notice and Communications.

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the Parties shall be as follows unless properly changed as provided for herein below:

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

Professional:
Fivengineering, LLC
11200 Westheimer Road, #353
Houston, Texas 77042
Attn: Managing Member

Each Party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other Party.

12. Captions.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

13. Successors and Assignments.

The City and the Professional each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. However, neither the City nor the Professional shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or Professional of any public body which may be a party hereto.

14. Termination of Agreement for Cause.

If, through any cause, the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, The Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. Termination For Convenience of the City.

The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Professional. If the Agreement is terminated by the City as provided herein, the Professional shall be paid for the time provided and expenses incurred up to the termination date; provided the Professional has complied with that portion of Paragraph 14 pertaining to tendering a final statement along with all instruments of service to the City. If this Agreement is terminated

due to the fault of the Professional, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.

16. Changes.

The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement. The City shall not be liable for any additional services performed hereunder unless an amendment to this Agreement for such services is executed prior to the performance thereof.

17. Personnel.

- a. The Professional represents that it has, or shall 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.
- b. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under State and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

18. Reports and Information.

The Professional shall, at such times and in such forms as the City may require, furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

19. Independent Contractor.

The Professional is an independent contractor and the City neither reserves nor possesses any right to control the details of the services performed by the Professional under the terms of this Agreement.

20. Civil Rights.

The Professional shall comply with applicable requirements of Chapter 106 of the Civil Practice and Remedies Code of the State of Texas which prohibits discrimination on the grounds of race, religion, color, sex, or national origin, while performing work on behalf of the City. The Professional shall carry out its work under this Agreement in a manner that shall ensure full compliance by the City with such statute and all applicable state and federal laws.

21. Interest of Professional and Employees.

The Professional covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Professional further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the Professional.

22. Incorporation of Provisions Required by Law.
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either Party.
23. Governing Law.
This Agreement has been made under and shall be governed by the laws of the State of Texas.
24. Venue.
Any action brought by either Party based on any claim arising under or as a result of this Agreement shall be brought in a court of competent jurisdiction in Galveston County, Texas.
25. Time is of the Essence.
Time is of the essence in this Agreement. Professional shall perform the services herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect/engineer. It is anticipated that all work will be completed within the time as stated in the schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.
26. No Third-Party Beneficiary.
This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Professional and the City only.
27. No Right to Arbitration.
Notwithstanding anything to the contrary contained in this Agreement, the City and the Professional hereby agree that no claim or dispute between the City and the Professional arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, The Professional consents to be joined in the arbitration proceeding if the Professional's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.
28. Waiver.
No waiver by either Party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
29. Complete Agreement.
This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, on the subject matter hereof.
30. Severability.
All 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.

31. Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

32. Authority.

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

[Remainder of Page Intentionally Left Blank]

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 ____ day of March, 2024, the date of execution by the City Manager of the City of Friendswood.

City:
CITY OF FRIENDSWOOD, TEXAS

Professional:
FIVENGINEERING, LLC

MORAD KABIRI, City Manager

BY: 
(Signature)

Kelly Humphries, PE, PMP
(Printed Name)

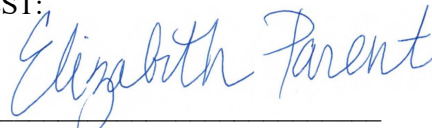
President
(Title)

DATE: _____

DATE: 02/26/2024

ATTEST:

LETICIA BRYSCH, City Secretary

ATTEST: 
(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

SCOPE OF WORK

A. PROJECT INFORMATION

The Professional shall provide Phase I preliminary engineering services for this Project. The scope of work for the Project will include the condition assessment and capacity analysis of the existing lift station. The Professional's evaluation will include structural, mechanical, and electrical components of the lift station.

The existing lift station consists of a 12-foot diameter concrete wet well with above-grade piping and valves sitting on a concrete slab. The lift station has two 7.5 HP submersible pumps and two 30.0 HP submersible pumps arranged in a duty/standby configuration. The influent sewage is conveyed to the wet well by an 18-inch PVC gravity sewer line and it is pumped for approximately 2,900 feet via an 8-inch PVC force main directly to the wet well of Lift Station 20 located at 1800 San Joaquin Parkway. Lift Station No. 8 is experiencing high flows during peak demand times and is expecting additional flows in the near future from new developments within its service area. The City wishes to evaluate the opportunity to increase the capacity of the lift station and rehabilitate or replace the lift station structural, mechanical, and electrical components. The capacity evaluation will also include the force main size and alignment.

The Professional will provide the following professional engineering services for the Project:

1. Capacity Analysis.

The Professional will calculate the current capacity of the lift station and determine if the lift station is adequately sized to handle current and future peak demands. The analysis will include sizing of new pumps, discharge piping, valves, and force main. A system curve will be developed for the proposed pumps and force main.

2. Force Main Alignment Evaluation.

The Professional will evaluate upsizing the force main in its current alignment and the opportunity for a shorter force main alignment to a new discharge manhole located on Sun Meadow Blvd. This evaluation will include a capacity analysis of the existing sewer system associated with the new discharge manhole.

3. Condition Assessment of the Existing Lift Station.

The Professional will perform a condition assessment of the existing structure and equipment. The assessment will be based on available historical data, record drawings, site visits, and operator input. The results of the assessment will be used to provide recommendations for replacement or rehabilitation.

4. Evaluation and Recommendation of Emergency Power System.

The Professional will perform an evaluation for standby emergency power at the lift station. The evaluation will include the addition of a diesel-powered generator or natural gas-powered generator.

5. Evaluation and Recommendation of Odor Control System.

The Professional will coordinate a baseline odor assessment of the existing facility. The evaluation will include collection of grab samples and odor monitoring. A summary of the findings and recommendations will be presented in the report.

B. SCOPE OF SERVICES

- 1. Basic Services:** The Professional shall provide the following scope of services after the City's issuance of a notice to proceed for the Project:

- a. Phase I Preliminary Design Phase.
The Professional will prepare and submit a Basis of Design Report ("BODR") summarizing our findings of the existing lift station evaluation described above and providing recommendations for proposed improvements. The preliminary design phase will consist of the following tasks:

Task 1: Project Management

- (1) The Professional will coordinate the scope, schedule, and budget for the Project.
- (2) Project management tasks will include managing and coordinating Project efforts including QA/QC of deliverables and invoice preparations.

Task 2: Data Collection

- (1) Research and Record Drawings Review. The Professional will request and review informational resources such as record drawings and historical data provided by the City.
- (2) Site Visits/Condition Assessment. The Professional shall perform site visits to collect data, photographs, and record data.
- (3) Structural Condition Assessment. The Professional shall engage Stanley Spurling & Hamilton to conduct a visual inspection of the wet well. The visual assessment will be limited to a visual observation of the reinforced concrete structure. The visual assessment will be conducted from the surface without entering the wet well.
- (4) Electrical Condition Assessment and Engineering. The Professional shall engage Baird Gilroy & Dixon, LLC, to provide electrical and instrumentation services, including the following:
 - (1) Perform a condition assessment, including a site visit(s) to inspect existing conditions of primary power, electrical equipment, controls, and instrumentation.
 - (2) Prepare a narrative on the electrical rehabilitation scope and replacement scope including generator and auxiliary pump recommendations.
 - (3) Prepare a preliminary cost estimate for electrical improvements.
 - (4) Prepare One-Line Diagram, and Process & Instrumentation Diagram (P&ID).

- (a) Odor Control Investigation and Monitoring. The Professional shall engage V&A Consulting Engineers (V&A) to conduct a field investigation of the lift station to evaluate existing odor conditions and provide a baseline analysis to determine the extent of the existing odor conditions within the lift station area, which services will include the following:
 - (a) Collection of grab samples including hydrogen sulfide gas and wastewater dissolved sulfide (Gastec tubes)
 - (b) Collection of wastewater pH, ORP, and temperature (portable meter).
 - (c) Wet well continuous monitoring for differential pressure and hydrogen sulfide for a period of one (1) week.
 - (d) Monitoring of one location on the lift station fence line with a low-level hydrogen sulfide monitor for a period of one (1) week.

Task 3: Basis of Design Report

- (a) This task will include preparation for, attendance, and minutes for meetings with City staff. The Professional anticipates a kick-off meeting, one progress meeting, and one final draft workshop to review the Draft BODR. The final draft workshop will lock in the final design scope of work for the Project.
- (b) Summary of the data collection.
- (c) Wet Well capacity analysis, pump calculations, mechanical evaluation, and recommendation for lift station rehabilitation / replacement.
- (d) Force main evaluation will include analyzing the replacing the force main in its current alignment and the possibility to shorten the length of the force main by discharging the flow to a manhole located closer to the lift station.
- (e) Gravity sewer system capacity evaluation will include analyzing the existing sewer system associated with the new discharge manhole to determine whether the system can accommodate the additional flow from the lift station.
- (f) Recommendation for standby power (natural gas generators, and diesel fuel generators will be considered).
- (g) Analysis and Recommendation for an odor control system addition based on the field investigation and monitoring results.
- (h) Recommendations for Site/ Civil improvements.
- (i) Bypass pumping evaluation and recommendations.
- (j) Engineer's Opinion of Probable Construction Cost (EOPCC) with 25% contingency. The EOPCC will be developed in general conformance with

the guidelines developed by the Association for the Advancement of Cost Engineering (AACE) for a Class 4 Estimate.

- (k) 30% drawings including the drawings summarized in Table 1.

Table 1: BODR Drawing List	
Drawing	Drawing Name
D1	Demolition Plan
C1	Site Plan
M1	Lift Station Mechanical Plan
M2	Lift Station Sections and System Curve
E1	One-Line Diagram
E2	P & ID

- (l) Review, address, and respond to City's review comments.
- (m) Revise report per comments and prepare and submit final BODR.

2. Additional Services:

The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing prior to the performance of the same. The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services.

Exhibit "B"

COMPENSATION AND REIMBURSABLE EXPENSES

Basic Services

Services required under this Agreement, including all reimbursable expenses shall be provided at a lump sum fee of NINETY-SEVEN THOUSAND ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$97,180.00).

Additional Services

The Professional will perform additional services at a price agreed upon by the Parties in writing prior to the performance of such services. The City shall not be responsible or liable for any additional services performed by the Professional unless such additional services have been approved in writing by the City prior to the performance of the same.

Exhibit "C"

SCHEDULE

The Professional shall provide the services required herein based upon the following schedule:

Project Schedule	
Task	Schedule
Draft BODR	90 calendar days from the City's issuance of the notice to proceed.
Final BODR	45 calendar days from the Professional's receipt of City comments on the Draft BODR.

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/09/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Receive the Certificate of Unopposed Status for the positions of Mayor, Councilmember Position No. 1 and Councilmember Position No. 3.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Council called a municipal election for May 4, 2024, for the purpose of electing a Mayor, and Councilmembers for Positions Nos. 1 and 3 of the City of Friendswood. The filing deadline for a place on the ballot for such election was Friday, February 16, 2024; and the filing deadline for a declaration of write-in candidacy was Tuesday, February 20, 2024. Below are the candidates and the positions that filed for a place on the ballot prior to the before-mentioned deadlines:

Office:	Candidate:
Mayor	Mike Foreman
Councilmember, Position No. 1	John Ellisor
Councilmember, Position No. 3	Trish Hanks

Pursuant to Section 2.052 of the Texas Election Code, the City Secretary is required to deliver the City Council a written certification that the above-noted candidates are unopposed as soon as possible after the related filing deadlines. Said certification will be received by the City Council at the meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive the certification of unopposed candidates.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/09/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider an ordinance declaring (1) the unopposed candidate Mike Foreman elected to the Office of Mayor, (2) the unopposed candidate John Ellisor elected to the Office of Councilmember Position No. 1, and (3) the unopposed candidate Trish Hanks elected to the Office of Councilmember Position No. 3; and canceling the associated May 4, 2024, General Election.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance

1. declares (1) the unopposed candidate Mike Foreman elected to the Office of Mayor, (2) the unopposed candidate John Ellisor elected to the Office of Councilmember Position No. 1, and (3) the unopposed candidate Trish Hanks to the Office of Councilmember Position No. 3; and
2. cancels the associated May 4, 2024, General Election.

The City Council called a general election on January 8, 2024, for the purpose of electing a Mayor, and Councilmembers for Positions Nos. 1 and 3 of the City of Friendswood. The filing deadline for a place on the ballot for such election was Friday, February 16, 2024; and the filing deadline for a declaration of write-in candidacy was Tuesday, February 20, 2024. Mr. Foreman, Mr. Ellisor and Mrs. Hanks are the only candidates for their respective offices. Therefore, the City Secretary certified their unopposed status and delivered such certification to the City Council.

In accordance with Section 2.053 of the Texas Election Code, the City Council, upon receipt of such a certification, shall by ordinance declare the unopposed candidates elected to office. A certificate of election will be issued at the time at which the certification would have been issued if the candidates were elected in the May 4th election.

Even though citizens will not be able to cast their votes for these three positions, the City's Special Election ballot to reauthorize the City's Street Maintenance Sales Tax for another four years will include a heading entitled "Unopposed Candidates Declared Elected," under which (i) the offices of Mayor, Councilmember Position No. 1 and Councilmember Position No. 3 and (ii) the names of the candidates declared elected will be included.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Cancel General Election
2. EXHIBIT A - Certificate of Unopposed Candidates

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DECLARING THE UNOPPOSED CANDIDATE MIKE FOREMAN ELECTED TO THE OFFICE OF MAYOR OF THE CITY OF FRIENDSWOOD; DECLARING THE UNOPPOSED CANDIDATE JOHN ELLISOR ELECTED TO THE OFFICE OF COUNCILMEMBER POSITION NO. 1 OF THE CITY OF FRIENDSWOOD; DECLARING THE UNOPPOSED CANDIDATE TRISH HANKS ELECTED TO THE OFFICE OF COUNCILMEMBER POSITION NO. 3 OF THE CITY OF FRIENDSWOOD; CANCELING THE ASSOCIATED GENERAL ELECTION PREVIOUSLY ORDERED TO BE HELD ON THE 4TH DAY OF MAY, 2024, FOR THE PURPOSE OF ELECTING THE MAYOR AND COUNCILMEMBERS FOR POSITION NOS. ONE (1) AND THREE (3) OF THE CITY OF FRIENDSWOOD; ORDERING THE CITY SECRETARY TO INCLUDE ON THE BALLOT FOR THE CITY'S GENERAL ELECTION TO BE HELD ON THE 4TH DAY OF MAY, 2024, A HEADING ENTITLED "UNOPPOSED CANDIDATES DECLARED ELECTED" UNDER WHICH THE OFFICES OF THE MAYOR AND COUNCILMEMBER OF POSITIONS NOS. ONE (1) AND THREE (3) ALONG WITH THE NAMES OF THE CANDIDATES HEREIN DECLARED ELECTED SHALL APPEAR; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, through Ordinance No. 2024-03 adopted on January 8, 2024, the City Council called its general election to be held on the 4th day of May, 2024, for the purpose of electing the Mayor and Councilmembers of Position Nos. One (1) and Three (3) of the City of Friendswood; and

WHEREAS, only one candidate filed for each of the offices of the Mayor and Councilmembers of Council Position Nos. One (1) and Three (3); and

WHEREAS, the deadline has now passed for filing for a place on the ballot and for declaring write-in candidacy in such election; and

WHEREAS, Sections 2.051, *et seq.* of the Texas Election Code provides for the cancellation of an election if each candidate whose name is to appear on the ballot is unopposed; and

WHEREAS, the City Secretary, the authority responsible for having the official ballot prepared, has certified in writing that the candidates for the offices of Mayor and Councilmembers of Council Position Nos. One (1) and Three (3) are unopposed for election and that no candidate's name is to be placed on a list of write-in candidates for such offices under applicable law; and

WHEREAS, the City Secretary has delivered to the City Council of the City of Friendswood, the Certificate of Unopposed Candidates, which certification is attached hereto as Exhibit "A" and is incorporated herein for all intents and purposes; and

WHEREAS, under these circumstances, Chapter 2, Subchapter C of the Texas Election Code authorizes the City Council to declare the candidate elected to office and cancel the general election; NOW THEREFORE,

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

Section 1. All matters and facts set forth in the recitals above are found to be true and correct.

Section 2. That the City Council of the City of Friendswood, Texas, declares that Mike Foreman, who is unopposed in the May 4, 2024, general election, is elected to the office of Mayor of the City of Friendswood and directs that a certificate of election following the time the election would have been canvassed be issued.

Section 3. That the City Council of the City of Friendswood, Texas, declares that John Ellisor, who is unopposed in the May 4, 2024, general election, is elected to the office of Councilmember, Position No. One (1) of the City of Friendswood and directs that a certificate of election following the time the election would have been canvassed be issued.

Section 4. That the City Council of the City of Friendswood, Texas, declares that Trish Hanks, who is unopposed in the May 4, 2024, general election, is elected to the office of Councilmember, Position No. Three (3) of the City of Friendswood and directs that a certificate of election following the time the election would have been canvassed be issued.

Section 5. That the general election ordered by the City Council of the City of Friendswood in Ordinance No. 2024-03 to be held on the 4th day of May, 2024, for the purpose of electing the Mayor and Councilmembers for Position Nos. One (1) and Three (3) is hereby canceled in accordance with Section 2.053 of the Texas Election Code.

Section 6. That the City Secretary is hereby directed to include in the ballot for the City's Special Election to be held on the 4th day of May, 2024, a heading entitled "Unopposed Candidates Declared Elected," under which the offices of Mayor, Councilmember, Position No. One (1), and Councilmember, Position No. Three (3) along with the names of the candidates declared elected in Sections 2 through 4 shall appear, and to take all other action as may be required by law.

Section 7. 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 4th day of March, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"



CERTIFICATE OF UNOPPOSED CANDIDATES

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

TO: THE MAYOR AND CITY COUNCIL, CITY OF FRIENDSWOOD, TEXAS

In accordance with Section 2.052, Texas Elections Code, I, Leticia Brysch, City Secretary for the City of Friendswood, Texas, and the authority responsible for having the official election ballot prepared, hereby certify that the following candidates are unopposed for election to office, for the election scheduled on May 4, 2024.

Office:	Candidate:
Mayor	Mike Foreman
Councilmember, Position No. 1	John Ellisor
Councilmember, Position No. 3	Trish Hanks

WITNESS BY MY HAND AND SEAL of the City of Friendswood on this 4th day of March, 2024.




LETICIA BRYSCH, CITY SECRETARY

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/05/2024

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 IV" 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 fourth 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 details of each accounting transaction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. IV
2. FY24 BA IV Exhibit A 03-04-2024 v2
3. FY24 BA IV Exhibit B 03-04-2024 v2

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 IV" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

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 IV" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" attached hereto. Said Budget Amendment IV 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 4th day of March, 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 IV
March 4, 2024**

1. **Friendswood Public Library Equipment, \$2,589.** Appropriate donation received from Friends of the Library for the purchase of telescopes, a sublimation printer, and chairs for the community room. Funds will be appropriated to the Library Services operating equipment account.
2. **Mayor & Council Meeting Sponsorship, \$1,000.** Appropriate sponsorship received from Amoco Federal Credit Union. The City of Friendswood is hosting the March Galveston County Mayor & Council Association business meeting. Amoco Federal Credit union is sponsoring the meeting and costs associated with hosting. Funds will be appropriated to the Mayor & Council community events/programs account.
3. **Lift Station Mitigation Pkg. 2 (LS #25), \$6,462.** Appropriate funds to cover additional work required for Lift Station # 25 mitigation. The existing transformer at Lift Station #25 did not have the adequate voltage for the mitigation and improvements. Texas New Mexico Power will install a new transformer at the site. The funding source will be water and sewer working capital.
4. **Blackhawk Boulevard Phase II-B Construction, \$6,750.** Appropriate funds for the construction of Blackhawk Boulevard Phase II-B. Additional water line material and installation was needed to accommodate an unexpected obstruction found during construction. The initial construction contract was awarded to Triple B Services, LLP on May 1, 2023. Change order #3 to the construction contract for additional water line work was issued on February 5, 2024. The funding source will be water and sewer working capital.
5. **Temporary Records Technician - City Secretary's Office, \$21,550.** Transfer funds from the City Attorney's Office to fund a temporary records technician position within the City Secretary's Office. The temporary position will assist in completing the scanning and auditing of the City's commercial plans. An in-house position is more cost effective than outsourcing this task. The funding source will be salary and wage savings from a vacancy in the City Attorney's Office.
6. **Blackhawk Boulevard Phase II-C Engineering, Harris County, \$379,984.** Appropriate funds for the Blackhawk Boulevard Reconstruction Phase II-C project. A contract was awarded to HDR Engineering, Inc. for the engineering portion of this project at the December 4, 2023, City Council meeting. The reconstruction of Blackhawk Boulevard is a joint effort between Harris County Precinct 2 and the City of Friendswood. Harris County's portion of the engineering cost is \$187,500. The payment was received by the City and the proceeds will be appropriated to the Capital Projects engineering account in the general fund. The funding source for the City's portion, \$192,484, of the project will be the Street Maintenance Fund.
7. **Park's & Recreation Sports Equipment, \$6,000.** Appropriate donation received from Youth Soccer Club of Montgomery County for the purchase of sports benches and soccer goals at Centennial Park. Funds will be appropriated to the Parks division operating equipment account.
8. **Summer Day Camp Budget Reduction, \$175,084.** A decision package for the expansion of the summer day camp program was approved as part of the FY 2024 Adopted Budget. The expansion was contingent on the use of a third-party facility to accommodate the program. A suitable third-party facility cannot be procured; therefore, the expanded portion of the summer day camp program budget will be reduced. The expected revenue and expenses will offset each other and there is no net change to the budget.

9. **Parks and Recreation Donation for Picnic Table at Stevenson Park, \$1,371.** Appropriate donation received from Robert and Janey Nelson for the purchase of a memorial picnic table at Stevenson Park. Funds will be appropriated to the Parks division operating equipment account.
10. **Public Safety Expansion Furniture, Fixtures, & Equipment, \$3,070.** Transfer funds from Public Safety Patrol division to the Capital Projects furniture, fixtures, & equipment account to cover the balance needed for the final FF&E purchase.
11. **2017 CDBG-DR (Galveston County) Grant Reimbursement, \$135,428.** Appropriate funds received from the CDBG-DR (Galveston County) grant program for the Frenchman's Creek Flood Control demolition and reimbursement unassigned general fund balance. The City received a reimbursement of \$135,428 for demolition services provided by Grant McKay. In FY23, \$130,201 of the reimbursement was expended. Funding for reimbursement was ratified at the January 8, 2024, City Council meeting. Funds will be appropriated back to unassigned general fund balance.
12. **City of Houston Southeast Transmission Water Line Project, \$3,519,775.** Appropriate funds for the cost-sharing agreement with the City of Houston and co-participants for the 42-inch Water Main Replacement project. The funding source will be 2021 Water and Sewer Bond proceeds.
13. **Lift Station Improvements (LS #8 & #27) – Preliminary Engineering, \$176,272.** Appropriate funds for the assessment and preliminary engineering of Lift Stations #8 and #27. Both lift stations will be heavily impacted by the new Friendswood Trails Subdivision and the Friendswood City Center. The preliminary engineering will determine possible rehabilitation or upgrades needed to the affected lift stations. The funding source will be water and sewer working capital.

City of Friendswood				
March 4, 2024				
2023-2024 Budget Amendment IV - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	001-0000-38600		Appropriate donation received from Friends of the Library for new equipment in the Community Room	(2,589)
1	001-6310-459.5800		Appropriate donation received from Friends of the Library for new equipment in the Community Room	2,589
2	001-0000-34772		Appropriate sponsorship received for March Galveston County Mayor & Council Association dinner	(1,000)
2	001-0101-411.7910		Appropriate sponsorship received for March Galveston County Mayor & Council Association dinner	1,000
3	401-0000-30600		Appropriate water and sewer working capital for Lift Station # 25 for new transformer	(6,462)
3	401-7001-433.8552		Appropriate water and sewer working capital for Lift Station # 25 for new transformer	6,462
4	401-0000-30600		Appropriate water and sewer working capital for Blackhawk Boulevard Phase II-B Construction Change Order # 3 - additional 8" water line	(6,750)
4	401-7001-434.8541		Appropriate water and sewer working capital for Blackhawk Boulevard Phase II-B Construction Change Order # 3 - additional 8" water line	6,750
5	001-0801-411.4110		Transfer salaries & wages savings from the City Attorney's Office to the City Secretary's Office to fund temporary records technician position - FT Salaries & Wages	(20,000)
5	001-0801-411.4710		Transfer salaries & wages savings from the City Attorney's Office to the City Secretary's Office to fund temporary records technician position - SS & Medicare	(1,530)
5	001-0801-411.4840		Transfer salaries & wages savings from the City Attorney's Office to the City Secretary's Office to fund temporary records technician position - Worker's Comp	(20)
5	001-0201-411.4220		Transfer salaries & wages savings from the City Attorney's Office to the City Secretary's Office to fund temporary records technician position - PT Wages w/o Ben	20,000
5	001-0201-411.4710		Transfer salaries & wages savings from the City Attorney's Office to the City Secretary's Office to fund temporary records technician position - SS & Medicare	1,530
5	001-0201-411.4840		Transfer salaries & wages savings from the City Attorney's Office to the City Secretary's Office to fund temporary records technician position - Worker's Comp	20
6	001-0000-33711		Appropriate funds received from Harris County for Blackhawk Boulevard Phase II-C Engineering	(187,500)
6	001-7001-431.7130		Appropriate funds received from Harris County for Blackhawk Boulevard Phase II-C Engineering	187,500
6	170-0000-30100		Appropriate unassigned fund balance for Blackhawk Boulevard Phase II-C Engineering	(192,484)
6	170-7001-431.7130		Appropriate unassigned fund balance for Blackhawk Boulevard Phase II-C Engineering	192,484
7	001-0000-38600		Appropriate donation received from Youth Soccer Club of Montgomery County for sports equipment at Centennial Park	(6,000)
7	001-6430-456.5800	PK0025	Appropriate donation received from Youth Soccer Club of Montgomery County for sports equipment at Centennial Park	6,000
8	001-0000-34755		Remove budget related to Summer Day Camp Program Expansion - Summer Day Camp Revenue	175,084
8	001-6423-452.7481		Remove budget related to Summer Day Camp Program Expansion - Transportation	(19,000)
8	001-6423-452.7520		Remove budget related to Summer Day Camp Program Expansion - Travel Expenses & Reimbursements	(400)
8	001-6423-452.5200		Remove budget related to Summer Day Camp Program Expansion - Personnel Supplies	(2,200)
8	001-6423-452.5400		Remove budget related to Summer Day Camp Program Expansion - Operating Supplies	(12,000)
8	001-6423-452.7910		Remove budget related to Summer Day Camp Program Expansion - Community Events/Programs	(30,000)
8	001-6423-452.4222		Remove budget related to Summer Day Camp Program Expansion - Seasonal Wages	(102,906)
8	001-6423-452.4710		Remove budget related to Summer Day Camp Program Expansion - Social Security/Medicare	(7,688)
8	001-6423-452.4840		Remove budget related to Summer Day Camp Program Expansion - Worker's Comp Insurance	(890)
9	001-0000-38600		Appropriate donation received from R. & J. Nelson family for the purchase of a picnic table	(1,371)
9	001-6430-456.5800	PK00032	Appropriate donation received from R. & J. Nelson family for the purchase of a picnic table	1,371
10	001-2120-421.5800		Transfer funds from the patrol division to the PSB Expansion FF&E account to cover overage on final purchase	(3,070)
10	001-7001-419.8600	GO1518FFE	Transfer funds from the patrol division to the PSB Expansion FF&E account to cover overage on final purchase	3,070
11	124-0000-30100		Appropriate unassigned fund balance for Frenchman's Creek Flood Control Project	(5,227)
11	124-7001-431.7805		Appropriate unassigned fund balance for Frenchman's Creek Flood Control Project	5,227
11	124-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Frenchman's Creek Flood Control Project	(135,428)
11	124-26010		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Frenchman's Creek Flood Control Project	135,428
11	001-14028		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Frenchman's Creek Flood Control Project	(135,428)
11	001-10199		Reimburse unassigned general fund balance for advance funding related to 2017 CDBG-DR (Galveston County) grant for Frenchman's Creek Flood Control Project	135,428
12	422-0000-30600		Appropriate unassigned fund balance for City of Houston cost share project 42" South East Transmission Line	(3,519,775)
12	422-7001-434.8541		Appropriate unassigned fund balance for City of Houston cost share project 42" South East Transmission Line	3,519,775
13	401-0000-30600		Appropriate water and sewer working capital for preliminary engineering for Lift Station #8 and # 27 improvements	(176,272)
13	401-7001-433.8552		Appropriate water and sewer working capital for preliminary engineering for Lift Station #8 and # 27 improvements	176,272

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/05/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

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

Originating Department: Administrative Services

Degree of importance: Significant

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. The first reading of this ordinance was on February 5, 2024. This is the second and final reading.

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 upon this final reading. The adjusted rates will be effective on utility bills generated in March 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_EPRDXXUL0_PTE_
R00_DFG

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	4.1
Feb 20, 2023	4.077
Feb 27, 2023	3.998
Mar 06, 2023	3.93
Mar 13, 2023	3.887
Mar 20, 2023	3.882
Mar 27, 2023	3.883
Apr 03, 2023	3.875
Apr 10, 2023	3.875
Apr 17, 2023	3.875
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	3.469
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	4.172
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.gov/dnav/pet/bpt_prl_gnd_dculs_b30_w.htm

Base Rate:	\$ 3.65
PAADD:	\$ 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.

*Curblin*e means an imaginary line drawn along the edge of the pavement on either side of a public street. The term "Curblin" 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/loog/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

[Signature]
MIKE FOREMAN, Mayor

ATTEST:

[Signature]
LETICIA BRYSCH, City Secretary



WASTE CONNECTIONS OF TEXAS, LLC

[Signature]
(Signature)

Chris Robert
(Printed Name)

District Manager
(Title)

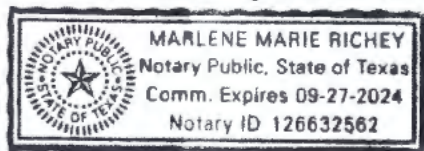
STATE OF Texas §
COUNTY OF Harris §

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

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/22/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution authorizing funding for the Harris County Precinct 2 Partnership Application for the Bay Area Boulevard and Grissom Road Intersection Signalization Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution authorizes funding in an amount not to exceed \$125,000 for the Harris County Precinct 2 ("Precinct 2") Partnership Application (the "Application") submitted on February 16, 2024, for the Bay Area Boulevard and Grissom Road Intersection Signalization Project (the "Project"). The Project will benefit the constituents of the City of Friendswood, the City of League City (which is also committing \$125,000 to the Project) and Harris County Precinct 2. In order for Precinct 2 to consider the Application, the City is required to submit a resolution committing the funding.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Precinct 2 Partnership Application

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) FOR THE HARRIS COUNTY PRECINCT 2 PARTNERSHIP APPLICATION SUBMITTED ON FEBRUARY 16, 2024, FOR THE BAY AREA BOULEVARD AND GRISSOM ROAD INTERSECTION SIGNALIZATION PROJECT; DESIGNATING THE MAYOR AS THE CITY'S REPRESENTATIVE FOR ALL PURPOSES ASSOCIATED WITH THE HARRIS COUNTY PRECINCT 2 PARTNERSHIP APPLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Friendswood (the "City") is a home-rule municipality with residents who are constituents of Harris County Precinct 2 ("Precinct 2"); and

WHEREAS, the City and Precinct 2 share the goal of improving experiences of their shared constituents (living and working/attending school) in the City of Friendswood and Precinct 2; and

WHEREAS, the Bay Area Boulevard and Grissom Road Intersection Signalization Project (the "Project") is critical infrastructure that serves the shared goals of the City and Precinct 2; 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 funding in an amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) for the Harris County Precinct 2 Partnership Application submitted by the City on February 16, 2024, for the Project (the "Application").

Section 3. The City Council hereby designates and appoints the Mayor of the City of Friendswood as the authorized official to apply for all purposes associated with the Application.

Section 4. 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 4th day of March, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

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FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 01/09/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

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

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

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

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

There is no fiscal impact associated with this item.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Staff recommends approval.

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - Galveston County Mosquito Control Aerial Spraying
2. 2024 02 12 Mosquito Control Letter

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

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

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

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

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

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

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

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

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'24FEB-12 1:50PM

A handwritten signature in black ink, appearing to be "D. B. Jones".

GALVESTON COUNTY MOSQUITO CONTROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

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

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

February 9, 2024

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

Dear Ms. Brysch:

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

It would be greatly appreciated if a copy of the approved and signed resolution be returned, to my office. This resolution may be mailed to 5115 Hwy. 3, Dickinson, TX 77539, faxed to (409)-621-7973 or e-mailed to gerrie.elmore@co.galveston.tx.us.

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

Sincerely,

A handwritten signature in black ink, appearing to be "Gerrie Elmore".
Gerrie Elmore, Administrative Assistant
Galveston County Mosquito Control

Enclosure

R E S O L U T I O N

STATE OF TEXAS)

COUNTY OF GALVESTON)

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

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

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

Signed at _____, Texas,

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

ATTEST:

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/22/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Second Amendment to the Contract for Professional Services with FiveEngineering, LLC, for final design, bidding, and construction phase services for the 2020 Lift Station Mitigations Project - Phase IV (Lift Station No. 4).

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Second Amendment to the Contract for Professional Services (the "Agreement") with FiveEngineering, LLC, (the "Engineer") is for final design, bidding, and construction phase services for the 2020 Lift Station Mitigations Project - Phase IV (Lift Station No. 4). The City entered into the Agreement with the Engineer on July 7, 2020, in the amount of \$677,938.68. Thereafter, on April 4, 2023, the Agreement was amended for the Engineer to perform additional bidding and construction phase services for Packages I and III and for FEMA support for Lift Station Nos. 1 and 17. The cost of the First Amendment was for a lump sum amount of \$28,127.44. The City and the Engineer now desire to enter into this Second Amendment to advance the Project - Package IV (Lift Station No. 4) to final design, bidding and construction phases at a lump sum amount of \$63,000.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

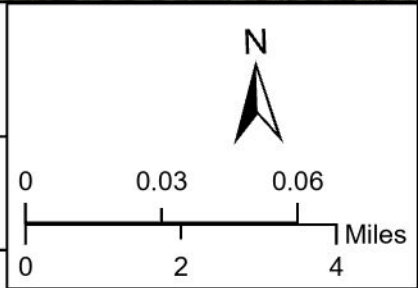
Staff recommends approval.

ATTACHMENTS

1. Lift Station 04 Site Map
2. Second Amendment with Fivengineering for 2020 Lift Stations Mitigation Project
3. Form 1295 - 5Engineering LS #4
4. Government Code Verifications Form
5. Insurance Certificate Exp 12-01-2024



Lift Station 04 Site	
Lift Station 04 resides in the southern section of Friendswood. And is across the creek from the Blackhawk Waste Water Treatment Facility.	2024
Coordinate System: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet	



**SECOND AMENDMENT
TO THE
CONTRACT FOR PROFESSIONAL SERVICES - ENGINEER**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Second Amendment ("Second Amendment") to the Contract for Professional Services - Engineer between the City of Friendswood and Fivengineering, LLC , dated July 7, 2020, is made by and between the same parties on the date hereinafter last specified for additional design, bidding and construction phase services for the 2020 Lift Station Mitigations Project, which is divided into four packages (the "Project").

W I T N E S S E T H:

WHEREAS, the City of Friendswood ("CITY") and Fivengineering, LLC ("ENGINEER") did enter into a Contract for Professional Services – Engineer for the Project, dated July 7, 2020, in an amount not to exceed SIX HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED THIRTY-EIGHT AND 68/100 DOLLARS (\$677,938.68) ("Contract"); and

WHEREAS, on April 4, 2023, CITY and ENGINEER amended the Contract for ENGINEER to perform additional bidding and construction phase services for Packages I and III and FEMA support for Lift Station Nos. 1 and 17 at a lump sum fee of TWENTY-EIGHT THOUSAND ONE HUNDRED TWENTY-SEVEN AND 44/100 DOLLARS (\$28,127.44) (the "First Amendment") Package I – Lift Station Nos. 1 and 17; and

WHEREAS, CITY and ENGINEER desire to amend the Contract again for ENGINEER to advance the Project – Package IV (Lift Station No. 4) to the final design phase SIXTY-THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00); and

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

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Second Amendment shall have the same meanings as in the First Amendment and in the Contract.
2. Amendments.
 - a. Section II "Scope of Services" of the Contract is hereby amended to add a new subsection to be numbered and entitled 2.2 "Final Design Phase Services for Project – Package IV (Lift Station No. 4)," which subsection shall read as follows:

II. SCOPE OF SERVICES

A. BASIC SERVICES

...

2.2 FINAL DESIGN PHASE SERVICES FOR PROJECT – PACKAGE IV (Lift Station No. 4)

Final design phase tasks for which ENGINEER is responsible for Package IV (Lift Station No. 4) include those services necessary to complete the final design and include, but are not limited to, the following:

- a. Provide project management, including, but not limited to, managing and coordinating project efforts including QA/QC of deliverables and invoice preparations;
 - b. Review the existing 60% design documents, incorporate the additional survey information (provided by CITY), make the required updates and modifications, and finalize the plans; and
 - c. Provide technical specifications, front-end documents, and an ENGINEER's Opinion of Probable Construction Cost (EOPCC).
- b. Section II "Scope of Services" of the Contract is hereby amended to add a new subsection to be numbered and entitled 2.6 "Bid Phase Services for Project – Package IV (Lift Station No. 4), which subsection shall read as follows:

II. SCOPE OF SERVICES

A. BASIC SERVICES

...

2.6 BID PHASE SERVICES FOR PROJECT – PACKAGE IV (LIFT STATION NO. 4)

ENGINEER will assist the CITY during the Bid Phase of Project – Package IV (Lift Station No. 4) with contract document distribution and aid throughout the bidding process. ENGINEER's bid phase services shall include, but not be limited to, the following:

- a. Provide bid documents in electronic format appropriate for the CITY's e-bid platform.
- b. Attend one pre-bid meeting and attend the bid opening.
- c. Respond to prospective bidders' request for clarification and information in the form of contract addenda.

- d. Review bid forms, check for mathematical errors and unbalanced bid items, prepare bid tabulation, check apparent low bidder's references, and prepare ENGINEER's recommendation award letter.
 - e. Attend a City Council meeting to address questions regarding the award of the construction contract.
 - f. Produce and deliver to the contractor three (3) sets of plans and project manuals.
- c. Section II "Scope of Services," Subsection 3 "Construction Phase Services" of the Contract is hereby amended to add a new subsection to be 3.7 "Construction Phase Services for Project – Package IV (Lift Station No. 4), which shall read as follows:

II. SCOPE OF SERVICES

A. BASIC SERVICES

...

3.7 CONSTRUCTION PHASE SERVICES FOR PROJECT – PACKAGE IV (LIFT STATION NO. 4)

ENGINEER will provide construction phase services to support the CITY during construction of both packages. Construction Phase services for Project – Package IV (Lift Station No. 4) will include, but not be limited to, the following:

- a. Attend one pre-construction meeting;
- b. Attend monthly construction progress meetings (the budget assumes up to twelve (12) progress meetings over the course of the construction);
- c. Review and respond to submittals and resubmittals as required by Project specifications;
- d. Review and respond to RFIs related to the design and provide guidance to the Contractor and Construction Manager in resolution of issues;
- e. Review monthly pay applications in conjunction with the CITY's inspector and Project Manager;
- f. Attend one substantial completion walk-through and one final completion walk-through and assist with the production of a punch list; and
- g. Prepare record drawings in electronic format.

- d. Section V "Compensation and Method of Payment," Subsection A "Compensation" of the Contract is hereby amended to read as follows:

V. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto (including subcontracted Engineering and other professional services) shall not exceed the sum of SEVEN HUNDRED SIXTY-NINE THOUSAND SIXTY-SIX AND 12/100 DOLLARS (\$769,066.12). Of such amount, the services required in this Second Amendment total a lump sum fee of SIXTY-THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00), based upon the following:

Description	Fee
Project Management	\$ 5,243.00
Final Design	\$ 31,126.00
Bid Phase	\$ 3,445.00
Construction Phase	\$ 23,186.00
Total Lump Sum	\$63,000.00

3. Entire Agreement. The provisions of this Second Amendment, the First Amendment and the Contract should be read together and construed as one agreement; provided that in the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Contract and/or the First Amendment, the provisions of this Second Amendment shall control.
4. Interpretation. This Second Amendment has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Second Amendment.
5. Captions. Captions contained in the Contract, the First Amendment, and the Second Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.
6. No Waiver. By this Second Amendment, CITY does not consent to litigation or suit, and CITY hereby expressly revokes any consent to litigation that it may have granted by the terms of this Second Amendment, the First Amendment, the Contract or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Second Amendment, in the First Amendment or in the Contract shall be construed in any way to limit or to waive the CITY's sovereign immunity.

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

but one and the same amendment, this ____ day of _____, 2024, the date of execution by the City Manager.

FIVENGINEERING, LLC

By: Kelly Humphries
(Signature)

Kelly Humphries, PE, PMP
(Printed Name)

President
(Title)

ATTEST:

Elizabeth Parent
(Signature)

Elizabeth Parent
(Printed Name)

Principal
(Title)

CITY OF FRIENDSWOOD

By: _____
MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/07/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a contract with the Friendswood Historical Society for the maintenance and preservation of historical sites in the City.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The mission of the Friendswood Historical Society is to preserve and share Friendswood's unique history and heritage. Pursuant to its contract with the City, the Historical Society is required to provide an annual report and to host a special event to showcase its mission. The Society's Histor-ween event has grown over the last few years to become a huge success in the community and will be scheduled again next year.

In 2023, the Council approved an increase in the budgeted amount from \$15,000 to \$17,500 to equip the Historical Society with additional funding needed to continue its efforts of providing the citizens of Friendswood with historical information about Friendswood and preserving and maintaining the historical sites in our city. The proposed contract is for a one-year term in the amount of \$17,500.

The FY24 adopted budget includes funding for the contract amount. The Historical Society is working on obtaining their updated registration with the Texas Secretary of State, which should be approved within the next week or so.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

If this request is not funded, the Friendswood Historical Society will not be able to maintain the city's historical sites. In addition, a lack of funding would severely limit its efforts to provide citizens with historical information about Friendswood through its annual events.

RECOMMENDATIONS

Staff recommends approval subject to the Historical Society's obtaining its updated registration with the Texas Secretary of State.

ATTACHMENTS

1. Agreement - Historical Society
2. Form 1295
3. COI - Historical Society

CONTRACT FOR MAINTENANCE AND PRESERVATION OF HISTORICAL SITES AND INFORMATION

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Contract for Maintenance and Preservation of Historical Sites and Information (this "Contract") is made and entered into by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas (the "City") and the Frank J. Brown Heritage Museum, Inc., d/b/a Friendswood Historical Society, a nonprofit corporation located and operating in the City, (the "Historical Society"), each of said contracting parties acting by and through their respective hereunto duly authorized officers.

WITNESSED

WHEREAS, the Historical Society provides regular and ongoing services and programs, which include, but are not limited to, the dissemination of information to the general public regarding historical facts and findings and the maintenance of historical grounds, buildings and markers within the City; and

WHEREAS, the City benefits from such services in that historical information and facilities are an important and historical part of this community; and

WHEREAS, the City is desirous of the Historical Society continuing and expanding such services for the benefit of the City and its inhabitants;

NOW THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the City and the Historical Society agree as follows:

1. Historical Society's Obligations. The Historical Society shall:
 - a. maintain historical grounds, buildings and markers within the city limits of the City;
 - b. collect and keep on file pertinent information as to the history and heritage of the community of Friendswood;
 - c. disseminate information to the public regarding historical facts, findings and heritage of the community of Friendswood;
 - d. host an annual event in the Spring of 2024, which celebrates the history and heritage of the community of the City of Friendswood;
 - e. submit its budget for the City's approval as to the Historical Society's use of funds to be provided by the City; and
 - f. provide an annual report outlining the extent of its efforts in each of the above matters, which report shall be presented within nine (9) months of the date of execution hereof.

2. City's Obligations. Subject to the terms and conditions herein, the City shall pay the Historical Society the sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$17,500.00) for the aforementioned services. Such payment will be due within forty-five (45) days of the City's approval of the Historical Society's budget or the City's receipt of an invoice, whichever is later.
3. Term. Unless otherwise stated herein, the term of this Contract shall be for a period of one (1) year, commencing the Effective Date. Only those expenditures authorized by this Contract and contained in the budget approved by the City, which are actually incurred for events and activities taking place within the term of this Contract, are eligible for funding. Any ineligible expenditures or unspent funds shall be returned to the City upon expiration or earlier termination of the Contract.
4. Termination. This Contract shall automatically terminate upon the occurrence of any of the following events:
 - The termination of the legal existence of the Historical Society;
 - The insolvency of the Historical Society, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by the Historical Society for the benefit of creditors; or
 - The continuation of a breach of any of the terms or conditions of this Contract by either the City or the Historical Society for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party.

In the event that this Contract is terminated pursuant to this section, the Historical Society agrees to refund any and all unused funds or funds determined by the City to have been used improperly, within thirty (30) days after termination of this Contract. Late payments shall accrue interest at the rate provided in Section 2251.025 of the Texas Government Code.

5. Miscellaneous.
 - a. Independent Contractor. The Historical Society shall operate as an independent contractor as to all services to be performed under this Contract and not as an officer, agent, servant, or employee of the City. The Historical Society shall have exclusive control of its operations and performance of services hereunder, and such persons, entities, or organizations performing the same and the Historical Society shall be solely responsible for the acts and omissions of its directors, officers, employees, agents, and subcontractors. The Historical Society shall not be considered a partner or joint venturer with the City, nor shall the Historical Society be considered nor in any manner hold itself out as an agent or official representative of the City.
 - b. Insurance. The Historical Society shall, at a minimum, provide insurance as follows:

Commercial General Liability

 - ☐ General Aggregate: \$1,000,000
 - ☐ Per Occurrence: \$1,000,000
 - ☐ Coverage shall be at least Broad Form CGL

- ☐ No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

The following are general requirements applicable to the above-referenced policy:

- ☐ AM Best Rating of A: VII or better for all liability policies.
- ☐ Insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- ☐ Upon request of and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City's representative.
- ☐ Certificates of insurance showing evidence of insurance coverage shall be provided to the City's representative prior to the City's execution of this Contract.
- ☐ The policy must be on occurrence form.
- ☐ The insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- ☐ The City of Friendswood, its officers, agents and employees are to be added as Additional Insureds and a waiver of subrogation shall be granted in favor of the City.

Additionally, the Historical Society shall furnish separate certificates and endorsements for each at-risk vendor, including those supplying amusement activities. All coverage of such vendors shall be subject to all of the requirements stated herein.

c. Indemnity.

THE HISTORICAL SOCIETY AGREES TO AND SHALL INDEMNIFY, 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, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR ANY AND ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY THE HISTORICAL SOCIETY PURSUANT TO THIS CONTRACT, THE CONDUCT OR MANAGEMENT OF THE HISTORICAL SOCIETY'S BUSINESS OR ACTIVITIES, OR FROM ANY OTHER ACT OR OMISSION BY THE HISTORICAL SOCIETY, ITS AGENTS, AND EMPLOYEES, WHEN PERFORMING SERVICES IN ACCORDANCE WITH THIS CONTRACT, WHERE SUCH INJURIES, DEATH OR DAMAGES

ARE CAUSED BY THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY AND/OR BY THE JOINT OR SOLE NEGLIGENCE OF THE HISTORICAL SOCIETY. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE HISTORICAL SOCIETY AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE HISTORICAL SOCIETY TO INDEMNIFY AND PROTECT THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM THE CONSEQUENCES OF (I) THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE WITH ANY OTHER PERSON OR ENTITY AND/OR (II) THE HISTORICAL SOCIETY'S JOINT AND/OR SOLE NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE HISTORICAL SOCIETY FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

The indemnity provided hereinabove shall survive the termination and/or expiration of this Contract.

- d. Release. By this Contract, 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 Contract or any other contract or agreement, any charter, or applicable state law. Nothing contained herein shall be construed in any way so as to waive in whole or part the City's sovereign immunity. The Historical Society assumes full responsibility for its work performed hereunder and hereby releases, relinquishes, discharges, and holds harmless the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Historical Society's work to be performed hereunder. This release shall apply with respect to the Historical Society's work regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

- e. **No Arbitration.** Notwithstanding anything to the contrary contained in this Contract, the City and the Historical Society hereby agree that no claim or dispute between the City and the Historical Society arising out of or relating to this Contract shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, the Historical Society consents to be joined in the arbitration proceeding if the Historical Society's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.
- f. **Assignment.** The Historical Society shall not assign this Contract without first obtaining the written consent of the City.
- g. **Notice.** Any notice required to be given under this Contract or any statute, ordinance, or regulation, shall be effective when given in writing and deposited in the United States mail, certified mail, return receipt requested, or by hand-delivery, addressed to the respective parties as follows:
- | | |
|--------------------------|--------------------------------|
| CITY | HISTORICAL SOCIETY |
| City of Friendswood | Friendswood Historical Society |
| 910 S. Friendswood Drive | 108 Skyview Terrace |
| Friendswood, TX 77546 | Friendswood, TX 77546 |
| Attn: City Manager | Attn: President |
- h. **Binding Effect.** This Contract and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of the City and the Historical Society and their respective successors and assigns.
- i. **Application of Laws.** All terms, conditions, and provisions of this Contract are subject to all applicable federal laws, state laws, the Charter of the City of Friendswood, all ordinances passed pursuant thereto, and all judicial determinations relative thereto. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.
- j. **Ambiguities.** In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- k. **Complete Agreement.** This Contract contains the entire understanding and constitutes the entire agreement between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. The terms and conditions of this Contract shall prevail notwithstanding any variance in this Contract from the terms and conditions of any other document relating to this transaction or these transactions.
- l. **Headings.** The headings and subheadings of the various sections and paragraphs of this Contract are inserted merely for the purpose of convenience and do not express or

imply any limitation, definition, or extension of the specific terms of the section and paragraph so designated.

- m. Severability. If any section, subsection, paragraph, sentence, clause, phrase or word in this Contract, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Contract, and the parties hereby declare they would have enacted such remaining portions despite any such invalidity.

IN WITNESS WHEREOF, the parties have executed this Contract on this ____ day of March 2024, the date of signature by the City Manager of the City of Friendswood (the "Effective Date").

CITY OF FRIENDSWOOD

By: _____
MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

FRANK J. BROWN HERITAGE
MUSEUM, INC., d/b/a
FRIENDSWOOD HISTORICAL SOCIETY

By: David Smith
(Signature)

DAVID Smith
(Printed Name)

PRESIDENT
(Title)

ATTEST:

Sally Harkis Branson
(Signature)

SALLY HARKIS BRANSON
(Printed Name)

BOARD MEMBER
(Title)

H:\Contracts\Heritage Society Annual Contract\Historical Society Annual Contract for 2024.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: March 4, 2024

Date submitted: 01/17/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider appointing Benette Rowley to the Keep Friendswood Beautiful Committee for an unexpired term commencing immediately and ending October 31, 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Keep Friendswood Beautiful Committee (the "Committee") is composed of fifteen members, who are:

- (i) residents of the city or
- (ii) business owners that pay ad valorem taxes to the city, and
- (iii) who are appointed by at least four members of the City Council for staggered three-year terms commencing on November 1st.

The Committee has the following powers and duties:

1. To engage in activities to enhance the aesthetic appearance of the city and to encourage residents to take an active role in maintaining its image;
2. To direct and coordinate management and planning of beautification projects and education of the community;
3. To recommend budget and project priorities to the City Council;
4. To seek grants for funding opportunities subject to prior approval of the city council or city manager in accordance with section 2-24 of the Friendswood City Code;
5. To suggest ways to conserve and protect natural resources;
6. To serve as the advisory committee to the city's storm water management plan;
7. To make recommendations to the City Council concerning fees in lieu of land dedication in order to obtain compliance with section XIII of appendix B of the Friendswood City Code;
8. To serve as the public art committee to assist in the administration of the city's public art/display policy; and
9. To perform other duties as may be delegated to it by the City Council.

This item allows the Council to appoint Benette Rowley to complete an unexpired term on the Keep Friendswood Beautiful Committee. Ms. Rowley has complied with the requirements of the City's Appointment Policy. If appointed, her term will begin immediately and end on October 31, 2025, where she will then be eligible for reappointment to a full three-year term.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Rowley, Benette - Volunteer Application 2023_Redacted

From: noreply@civicplus.com
To: [Leticia Brysch](#); [Raquel Martinez](#); [Linda Newsted](#)
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Monday, November 20, 2023 10:17:25 PM

Volunteer Application for Committees, Boards & Commissions

City of Friendswood
910 S. Friendswood Drive, Friendswood, Texas 77546
www.friendswood.com

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 committee, board or commission and for the City Council to oversee appointments.

All information provided in this application is public information pursuant to the provisions of the Texas Public Information Act. If you have questions or need more information about this application, please email the Office of the City Secretary at citysecretary@friendswood.com or call (281) 996-3270.

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Benette
Volunteer Last Name	Rowley
Home Address	
City	Friendswood
State	TX
Zip Code	77546
Home Phone	
Work Phone	
Cell Phone	
Email Address	
Occupation	Self Employed, Manager of the Friendswood Farmers Market,
Special Interests and Talents	Master Gardener
Are you currently serving as a member of any Friendswood governmental body?	Yes
Please Name the Government Body	Friendswood Library

AREAS OF INTEREST

PLANNING & PRESERVATION

Please indicate your primary and secondary interests. You can select more than one.

Planning & Zoning Commission	<i>Field not completed.</i>
Zoning Board of Adjustments & Appeals	<i>Field not completed.</i>
Keep Friendswood Beautiful Committee	Primary
Community & Economic Development Committee	<i>Field not completed.</i>
Construction Board of Adjustments & Appeals	<i>Field not completed.</i>
Investment Committee	<i>Field not completed.</i>
Friendswood Downtown Economic Development Corporation	<i>Field not completed.</i>

(Section Break)

RECREATION

Please indicate your primary and secondary interests. You can select more than one.

4th of July Steering Committee	<i>Field not completed.</i>
4th of July Volunteer	<i>Field not completed.</i>
Senior Citizens Advisory Committee	<i>Field not completed.</i>

(Section Break)

EDUCATION

Please indicate your primary and secondary interests. You can select more than one.

Library Advisory Board	Primary
Library Volunteer	Secondary
SPECIAL COMMITTEES AS CALLED	<i>Field not completed.</i>

(Section Break)

OTHER

Please indicate your primary and secondary interests. You can select more than one.

West Ranch Management District	<i>Field not completed.</i>
Volunteer Fire Dept/EMS	<i>Field not completed.</i>
Animal Shelter Advisory Committee	<i>Field not completed.</i>
Charter Review (As Needed)	<i>Field not completed.</i>

(Section Break)

I Am Available For	Long-Term Projects, Short-Term Projects, Daytime, Evening,
--------------------	--

Summer

Please use the space below for additional comments.

Interested in a Board of Director position for Keep Friendswood Beautiful after being approached by 2 current board members

(Section Break)

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

Female

How long have you been a Friendswood resident?

24

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)?

Master Gardener

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

FDFA, Friendswood Farmers Market

Additional Information

Field not completed.

BACKGROUND CHECK

Consent

(Section Break)

Acknowledgement

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.

Electronic Signature Agreement

I Understand and Agree

Electronic Signature

Benette L. Rowley

Date

11/20/2023

Thank you for taking the time to complete this application.

(Section Break)

**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

Friendswood Library

Dates of Service

Currently on Board

(Section Break)

Personal Reference #1: First Name and Last Name

Shawn Potter

Address	[REDACTED]
City	Friendswood
State	Texas
Zip Code	77546
Phone	[REDACTED]
Email Address	[REDACTED]

(Section Break)

Personal Reference #2: First Name and Last Name	Kaye Corey
Address	[REDACTED]
City	Friendswood
State	Texas
Zip Code	77546
Phone	[REDACTED]
Email Address	[REDACTED]

Email not displaying correctly? [View it in your browser.](#)

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/05/2024

Prepared by: Glenda Faulkner, Executive Secretary/PIO

Subject: Consider approving the ad valorem tax report for January 2024.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. GalcoTax Jan 2024



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



February 5, 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 January, 2024 is true and correct.

Under my hand and seal this 5th day of February, 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

02/01/2024 17:53:47 4469629
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 01/01/2024 THRU 01/31/2024
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	11,600,689.93	.00	.00	.00	11,600,689.93	.00	.00	.00	11,600,689.93
	I & S	.121278	3,707,756.98	.00	.00	.00	3,707,756.98	.00	.00	.00	3,707,756.98
	TOTAL	.500728	15,308,446.91	.00	.00	.00	15,308,446.91	.00	.00	.00	15,308,446.91
2022	M & O	.388560	8,687.46	.00	1,372.82	.00	10,060.28	1,494.43	.00	.00	11,554.71
	I & S	.098754	2,207.92	.00	348.79	.00	2,556.71	.00	.00	.00	2,556.71
	TOTAL	.487314	10,895.38	.00	1,721.61	.00	12,616.99	1,494.43	.00	.00	14,111.42
2021	M & O	.385147	3,351.84	.00	497.03	.00	3,848.87	217.56	.00	.00	4,066.43
	I & S	.102167	889.07	.00	131.84	.00	1,020.91	.00	.00	.00	1,020.91
	TOTAL	.487314	4,240.91	.00	628.87	.00	4,869.78	217.56	.00	.00	5,087.34
2020	M & O	.392153	1,047.74	.00	236.00	.00	1,283.74	92.47	.00	.00	1,376.21
	I & S	.095161	254.26	.00	57.26	.00	311.52	.00	.00	.00	311.52
	TOTAL	.487314	1,302.00	.00	293.26	.00	1,595.26	92.47	.00	.00	1,687.73
2019	M & O	.432160	802.61	.00	160.16	.00	962.77	.00	.00	.00	962.77
	I & S	.089279	165.81	.00	33.09	.00	198.90	.00	.00	.00	198.90
	TOTAL	.521439	968.42	.00	193.25	.00	1,161.67	.00	.00	.00	1,161.67
2018	M & O	.437173	794.30	.00	198.36	.00	992.66	.00	.00	.00	992.66
	I & S	.095218	172.99	.00	43.20	.00	216.19	.00	.00	.00	216.19
	TOTAL	.532391	967.29	.00	241.56	.00	1,208.85	.00	.00	.00	1,208.85
2017	M & O	.432349	793.03	.00	237.65	.00	1,030.68	.00	.00	.00	1,030.68
	I & S	.095000	174.26	.00	52.22	.00	226.48	.00	.00	.00	226.48
	TOTAL	.527349	967.29	.00	289.87	.00	1,257.16	.00	.00	.00	1,257.16
2016	M & O	.462000	818.52	.00	308.64	.00	1,127.16	.00	.00	.00	1,127.16
	I & S	.084000	148.81	.00	56.12	.00	204.93	.00	.00	.00	204.93
	TOTAL	.546000	967.33	.00	364.76	.00	1,332.09	.00	.00	.00	1,332.09
2015	M & O	.497200	853.89	.00	386.47	.00	1,240.36	.00	.00	.00	1,240.36
	I & S	.071500	122.80	.00	55.58	.00	178.38	.00	.00	.00	178.38
	TOTAL	.568700	976.69	.00	442.05	.00	1,418.74	.00	.00	.00	1,418.74
2014	M & O	.530300	883.00	.00	465.69	.00	1,348.69	.00	.00	.00	1,348.69
	I & S	.061100	101.74	.00	53.66	.00	155.40	.00	.00	.00	155.40
	TOTAL	.591400	984.74	.00	519.35	.00	1,504.09	.00	.00	.00	1,504.09
2013	M & O	.530300	871.77	.00	541.14	.00	1,412.91	.00	.00	.00	1,412.91
	I & S	.061100	100.45	.00	62.35	.00	162.80	.00	.00	.00	162.80
	TOTAL	.591400	972.22	.00	603.49	.00	1,575.71	.00	.00	.00	1,575.71
2012	M & O	.530700	869.30	.00	599.10	.00	1,468.40	.00	.00	.00	1,468.40
	I & S	.066300	108.58	.00	74.84	.00	183.42	.00	.00	.00	183.42
	TOTAL	.597000	977.88	.00	673.94	.00	1,651.82	.00	.00	.00	1,651.82

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2011	M & O	.521800	854.25	.00	664.19	.00	1,518.44	.00	.00	.00	1,518.44
	I & S	.068400	111.98	.00	87.06	.00	199.04	.00	.00	.00	199.04
	TOTAL	.590200	966.23	.00	751.25	.00	1,717.48	.00	.00	.00	1,717.48
2010	M & O	.519800	2.70	.00	.00	.00	2.70	.00	.00	.00	2.70
	I & S	.065300	.34	.00	.00	.00	.34	.00	.00	.00	.34
	TOTAL	.585100	3.04	.00	.00	.00	3.04	.00	.00	.00	3.04
2009	M & O	.499700	5.43	.00	9.72	.00	15.15	3.52	.00	.00	18.67
	I & S	.080000	.87	.00	1.56	.00	2.43	.00	.00	.00	2.43
	TOTAL	.579700	6.30	.00	11.28	.00	17.58	3.52	.00	.00	21.10
ALL	M & O		11,621,325.77	.00	5,676.97	.00	11,627,002.74	1,807.98	.00	.00	11,628,810.72
ALL	I & S		3,712,316.86	.00	1,057.57	.00	3,713,374.43	.00	.00	.00	3,713,374.43
ALL	TOTAL		15,333,642.63	.00	6,734.54	.00	15,340,377.17	1,807.98	.00	.00	15,342,185.15
DLQ	M & O		20,635.84	.00	5,676.97	.00	26,312.81	1,807.98	.00	.00	28,120.79
DLQ	I & S		4,559.88	.00	1,057.57	.00	5,617.45	.00	.00	.00	5,617.45
DLQ	TOTAL		25,195.72	.00	6,734.54	.00	31,930.26	1,807.98	.00	.00	33,738.24
CURR	M & O		11,600,689.93	.00	.00	.00	11,600,689.93	.00	.00	.00	11,600,689.93
CURR	I & S		3,707,756.98	.00	.00	.00	3,707,756.98	.00	.00	.00	3,707,756.98
CURR	TOTAL		15,308,446.91	.00	.00	.00	15,308,446.91	.00	.00	.00	15,308,446.91

02/01/2024 17:43:09
TC298-M SELECTION: DEPOSIT

4469629

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 01/01/2024 THRU 01/31/2024
JURISDICTION: 337 FRIENDMD CITY

PAGE: 459
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2011	924012224PHC	N20507912	202401	1.21-	0.00	1.89-	0.62-11S1	0.00	3.72-R1
			2011 TOTAL	1.21-	0.00	1.89-	0.62-	0.00	3.72-
2012	924012224PHC	N20507912	202401	3.41-	0.00	0.00	0.00 CERT	0.00	3.41-R1
			2012 TOTAL	3.41-	0.00	0.00	0.00	0.00	3.41-
2013	924012224PHC	N20507912	202401	1.68-	0.00	0.00	0.00 CERT	0.00	1.68-R1
2013	924012224PHC	N20507912	202401	0.85-	0.00	0.00	0.00 CERT	0.00	0.85-R1
2013	924012224PHC	N20507912	202401	0.85-	0.00	0.00	0.00 CERT	0.00	0.85-R1
			2013 TOTAL	3.38-	0.00	0.00	0.00	0.00	3.38-
2021	957137013124	10223200000001	202401	351.54-	0.00	126.55-	95.62-CERT	0.00	573.71-TR
2021	RF240124	10847200000049	202206	0.00	0.00	0.00	0.00 HK29	140.10-	140.10-RF
2021	RF240124	10847200000049	202206	121.83-	0.00	18.27-	0.00 HK29	140.10	0.00 RF
2021	RF240116	184171	202110	0.00	0.00	0.00	0.00 21S1	705.87-	705.87-RF
2021	RF240116	184171	202110	705.87-	0.00	0.00	0.00 21S1	824.04-	824.04-RF
2021	RF240116	201082	202112	0.00	0.00	0.00	0.00 21S1	824.04-	0.00 RF
2021	RF240116	201082	202112	824.04-	0.00	0.00	0.00 21S1	121.82-	121.82-RF
2021	RF240116	405854	202112	0.00	0.00	0.00	0.00 21S1	121.82-	0.00 RF
2021	RF240116	405854	202112	121.82-	0.00	0.00	0.00 21S1	121.82	0.00 RF
2021	90801252024T	426211	202301	3,364.42-	0.00	605.59-	794.00-CERT	0.00	4,764.01-TR
2021	RF240116	605214	202201	565.16-	0.00	0.00	0.00 21S1	565.16	0.00 RF
2021	RF240116	605214	202201	0.00	0.00	0.00	0.00 21S1	565.16-	565.16-RF
			2021 TOTAL	6,054.68-	0.00	750.41-	889.62-	0.00	7,694.71-
2022	957137013124	10223200000001	202401	351.54-	0.00	84.37-	87.18-CERT	0.00	523.09-TR
2022	RF240124	10847200000056	202301	0.00	0.00	0.00	0.00 HK17	36.55-	36.55-RF
2022	RF240124	10847200000056	202301	36.55-	0.00	0.00	0.00 HK17	36.55	0.00 RF
2022	RF240124	10983300000009	202301	234.24-	0.00	0.00	0.00 HK17	234.24	234.24-RF
2022	RF240124	10983300000009	202301	0.00	0.00	0.00	0.00 HK17	609.57-	609.57-RF
2022	RF240124	1198830010001	202301	0.00	0.00	0.00	0.00 HK17	609.57	0.00 RF
2022	RF240124	1198830010001	202301	609.57-	0.00	0.00	0.00 HK17	3,643.17-	3,643.17-RF
2022	RF240124	1198830020001	202301	0.00	0.00	0.00	0.00 HK17	209.97	0.00 RF
2022	RF240116	168301	202301	3,643.17-	0.00	0.00	0.00 22S0	209.97-	209.97-RF
2022	RF240116	168301	202301	0.00	0.00	0.00	0.00 22S0	209.97-	209.97-RF
2022	RF240116	184171	202210	0.00	0.00	0.00	0.00 22S0	1,452.68-	1,452.68-RF

YEAR	DEPOSIT	ACCOUNT NUMBER	EFYR/MO	LEVYPAYED	DISCOUNTGIVEN	PENALTYINTEREST	ATTORNEY CAUSE / REV	REFUNDAMOUNT	PAYMENTAMOUNT CAT
2022	RF240116	184171	202210	1,452.68-	0.00	0.00	0.00 22S0	1,452.68	0.00 RF
2022	RF240116	184394	202212	38.71-	0.00	0.00	0.00 22S0	38.71	0.00 RF
2022	RF240116	184394	202212	0.00	0.00	0.00	0.00 22S0	38.71-	38.71-RF
2022	RF240116	201082	202212	824.04-	0.00	0.00	0.00 22S0	824.04-	0.00 RF
2022	RF240116	201082	202212	0.00	0.00	0.00	0.00 22S0	824.04-	824.04-RF
2022	RF240116	202217	202301	0.00	0.00	0.00	0.00 22S0	341.53-	341.53-RF
2022	RF240116	202217	202301	341.53-	0.00	0.00	0.00 22S0	341.53	0.00 RF
2022	RF240116	203289	202212	0.00	0.00	0.00	0.00 22S0	344.43-	344.43-RF
2022	RF240116	203289	202212	344.43-	0.00	0.00	0.00 22S0	344.43	0.00 RF
2022	RF240116	219096	202301	0.00	0.00	0.00	0.00 22S0	158.78-	158.78-RF
2022	RF240116	219096	202301	158.78-	0.00	0.00	0.00 22S0	158.78	0.00 RF
2022	RF240116	288745	202301	134.30-	0.00	0.00	0.00 22S0	134.30	0.00 RF
2022	RF240116	288745	202301	0.00	0.00	0.00	0.00 22S0	134.30-	134.30-RF
2022	RF240116	310242	202301	0.00	0.00	0.00	0.00 22S0	58.48-	58.48-RF
2022	RF240116	310242	202301	58.48-	0.00	0.00	0.00 22S0	58.48	0.00 RF
2022	RF240116	361989	202301	121.83-	0.00	0.00	0.00 22S0	121.83	0.00 RF
2022	RF240116	361989	202301	0.00	0.00	0.00	0.00 22S0	121.83-	121.83-RF
2022	RF240116	405854	202211	0.00	0.00	0.00	0.00 22S0	406.42-	406.42-RF
2022	RF240116	405854	202211	406.42-	0.00	0.00	0.00 22S0	406.42	0.00 RF
2022	RF240116	426211	202310	1,975.68-	0.00	414.89-	478.12-CERT	0.00	2,868.69-TR
2022	RF240116	426211	202211	121.83-	0.00	0.00	0.00 22S0	121.83	0.00 RF
2022	RF240116	508667	202211	0.00	0.00	0.00	0.00 22S0	121.83-	121.83-RF
2022	RF240116	508667	202211	0.00	0.00	0.00	0.00 22S0	853.45-	853.45-RF
2022	RF240116	605214	202301	853.45-	0.00	0.00	0.00 22S0	853.45	0.00 RF
2022	RF240116	733920	202301	125.28-	0.00	0.00	0.00 22S0	125.28	0.00 RF
2022	RF240116	733920	202301	0.00	0.00	0.00	0.00 22S0	125.28-	125.28-RF
2022 TOTAL				12,042.48-	0.00	499.26-	565.30-	0.00	13,107.04-
2023	902010324T	1004110000011	202310	629.18-	0.00	0.00	0.00 HK04	0.00	629.18-TR
2023	103132010224	1004120000022	202401	375.54-	0.00	0.00	0.00 HCCE	0.00	375.54-TR
2023	957137013124	1022320000001	202401	351.54-	0.00	0.00	0.00 HCCE	0.00	351.54-TR
2023	957976010824	1022350000012	202401	1,277.33-	0.00	0.00	0.00 HCCE	0.00	1,277.33-TR
2023	RF240124	1035010000017	202401	199.80-	0.00	0.00	0.00 HK05	199.80	0.00 RF
2023	RF240124	1035010000017	202401	0.00	0.00	0.00	0.00 HK05	199.80-	199.80-RF
2023	RF240124	1043400000019	202401	60.09-	0.00	0.00	0.00 HK05	60.09	0.00 RF
2023	RF240124	1043400000019	202401	0.00	0.00	0.00	0.00 HK05	60.09-	60.09-RF
2023	RF240124	1043990010010	202401	190.79-	0.00	0.00	0.00 HK05	190.79	0.00 RF
2023	RF240124	1043990010010	202401	0.00	0.00	0.00	0.00 HK05	190.79-	190.79-RF
2023	RF240102	1043990010053	202312	375.61-	0.00	0.00	0.00 HCCE	375.61	0.00 RF
2023	RF240102	1043990010053	202312	0.00	0.00	0.00	0.00 HCCE	375.61-	375.61-RF
2023	RF240118	1043990010081	202401	224.00-	0.00	0.00	0.00 HCCE	224.00	0.00 RF
2023	RF240118	1043990010081	202401	0.00	0.00	0.00	0.00 HCCE	224.00-	224.00-RF
2023	RF240118	1043990010107	202401	0.00	0.00	0.00	0.00 HCCE	200.66-	200.66-RF

02/01/2024 17:43:09
TC298-M SELECTION: DEPOSIT

4469629

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 01/01/2024 THRU 01/31/2024
JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2023	RF240118	1043990010107	202401	200.66-	0.00	0.00	0.00 HCCE	200.66	0.00 RF
2023	RF240124	1050080000025	202312	266.59-	0.00	0.00	0.00 HK05	266.59	0.00 RF
2023	RF240124	1050080000025	202312	0.00	0.00	0.00	0.00 HK05	266.59-	266.59-RF
2023	RF240124	1050120000024	202310	0.00	0.00	0.00	0.00 HK05	125.18-	125.18-RF
2023	RF240124	1050120000024	202310	125.18-	0.00	0.00	0.00 HK05	125.18	0.00 RF
2023	RF240124	1050150000006	202311	125.18-	0.00	0.00	0.00 HK05	125.18	0.00 RF
2023	RF240124	1050150000006	202311	0.00	0.00	0.00	0.00 HK05	125.18-	125.18-RF
2023	RF240118	1055750000034	202401	0.00	0.00	0.00	0.00 HK04	784.51-	784.51-RF
2023	RF240118	1055750000034	202401	784.51-	0.00	0.00	0.00 HK04	784.51	0.00 RF
2023	RF240102	1055770000051	202312	0.00	0.00	0.00	0.00 HCCE	886.39-	886.39-RF
2023	RF240102	1055770000051	202312	886.39-	0.00	0.00	0.00 HCCE	886.39	0.00 RF
2023	RF240118	1055770000063	202401	0.00	0.00	0.00	0.00 HK03	375.65-	375.65-RF
2023	RF240118	1055770000063	202401	375.65-	0.00	0.00	0.00 HK03	375.65	0.00 RF
2023	RF240124	1057820000029	202401	0.00	0.00	0.00	0.00 HK05	1,132.94-	1,132.94-RF
2023	RF240124	1057820000029	202401	1,132.94-	0.00	0.00	0.00 HK05	1,132.94	0.00 RF
2023	RF240131	1057850000020	202401	413.47-	0.00	0.00	0.00 HCCE	0.00	413.47-TR
2023	RF240102	1063160000025	202312	450.00-	0.00	0.00	0.00 HCCE	450.00	0.00 RF
2023	RF240102	1063160000025	202312	0.00	0.00	0.00	0.00 HCCE	450.00-	450.00-RF
2023	RF240118	1063160000025	202401	0.00	0.00	0.00	0.00 HK05	1,259.83-	1,259.83-RF
2023	RF240118	1063220000006	202401	1,259.83-	0.00	0.00	0.00 23K0	0.00	260.00-RF
2023	RF240118	1063220000006	202401	0.00	0.00	0.00	0.00 HCCE	260.00-	260.00-RF
2023	RF240118	1063230000004	202401	260.00-	0.00	0.00	0.00 HCCE	260.00	0.00 RF
2023	RF240131	1063230000005	202401	0.00	0.00	0.00	0.00 HCCE	314.49-	314.49-RF
2023	RF240131	1063230000005	202401	314.49-	0.00	0.00	0.00 HCCE2022839	314.49	0.00 RF
2023	RF240131	1063230000005	202401	0.00	0.00	0.00	0.00 HCCE2022839	100.00-	100.00-RF
2023	RF240124	1063230000005	202401	100.00-	0.00	0.00	0.00 HCCE2022839	100.00	0.00 RF
2023	RF240124	1084720000056	202401	37.56-	0.00	0.00	0.00 HK05	37.56	0.00 RF
2023	RF240119	1097970000016	202401	0.00	0.00	0.00	0.00 HK05	37.56-	37.56-RF
2023	RF240119	1097970000016	202401	120.00-	0.00	0.00	0.00 HCCE	120.00-	120.00-RF
2023	RF240124	1098330000009	202401	25.93-	0.00	0.00	0.00 HK05	25.93	0.00 RF
2023	RF240124	1098330000009	202401	0.00	0.00	0.00	0.00 HK05	25.93-	25.93-RF
2023	RF240124	1198840010002	202312	0.00	0.00	0.00	0.00 HK05	454.09-	454.09-RF
2023	RF240124	1198840010002	202312	454.09-	0.00	0.00	0.00 HK05	454.09	0.00 RF
2023	RF240118	1224680010013	202401	1,031.72-	0.00	0.00	0.00 HCCE	1,031.72	0.00 RF
2023	RF240118	1224680010013	202401	0.00	0.00	0.00	0.00 HCCE	1,031.72-	1,031.72-RF
2023	RF240124	1224680020011	202401	779.10-	0.00	0.00	0.00 HK05	779.10	0.00 RF
2023	RF240124	1224680020011	202401	0.00	0.00	0.00	0.00 HK05	779.10-	779.10-RF
2023	RF240102	1254280060002	202312	1,100.00-	0.00	0.00	0.00 HCCE	1,100.00	0.00 RF
2023	RF240102	1254280060002	202312	0.00	0.00	0.00	0.00 HCCE	1,100.00-	1,100.00-RF
2023	RF240124	1254280070025	202401	1,122.98-	0.00	0.00	0.00 HK05	1,122.98	0.00 RF
2023	RF240124	1254280070025	202401	0.00	0.00	0.00	0.00 HK05	1,122.98-	1,122.98-RF
2023	RF240116	146573	202312	2,452.46-	0.00	0.00	0.00 23S0	2,452.46-	2,452.46-RF
2023	RF240116	146573	202312	0.00	0.00	0.00	0.00 23S0	2,452.46	0.00 RF
2023	RF240116	167852	202401	0.00	0.00	0.00	0.00 23S0	378.07-	378.07-RF
2023	RF240116	167852	202401	378.07-	0.00	0.00	0.00 23S0	378.07	0.00 RF

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TC298-M SELECTION: DEPOSIT

4469629

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
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JURISDICTION: 337 FRIENDWD CITY

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INCLUDES AG ROLIBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2023	RF240122	168026	202401	168.80-	0.00	0.00	0.00 CERT	168.80	0.00 RF
2023	RF240122	168026	202401	0.00	0.00	0.00	0.00 CERT	168.80-	168.80-RF
2023	RF240131	168156	202401	950.79-	0.00	0.00	0.00 CERT	950.79	0.00 RF
2023	RF240131	168156	202401	0.00	0.00	0.00	0.00 CERT	950.79-	950.79-RF
2023	RF240129	168166	202401	0.00	0.00	0.00	0.00 CERT	279.29-	279.29-RF
2023	RF240129	168166	202401	279.29-	0.00	0.00	0.00 CERT	279.29	0.00 RF
2023	RF240116	168301	202401	0.00	0.00	0.00	0.00 CERT	405.51-	405.51-RF
2023	RF240116	168301	202401	405.51-	0.00	0.00	0.00 CERT	405.51	0.00 RF
2023	RF240116	168314	202401	210.41-	0.00	0.00	0.00 CERT	210.41	0.00 RF
2023	RF240116	168314	202401	0.00	0.00	0.00	0.00 CERT	210.41-	210.41-RF
2023	RF240102	168869	202311	53.67-	0.00	0.00	0.00 CERT	53.67	0.00 RF
2023	RF240102	168869	202311	0.00	0.00	0.00	0.00 CERT	53.67-	53.67-RF
2023	RF240102	168869	202312	731.07-	0.00	0.00	0.00 CERT	731.07	0.00 RF
2023	RF240102	168869	202312	0.00	0.00	0.00	0.00 CERT	731.07-	731.07-RF
2023	RF240119	169170	202401	0.00	0.00	0.00	0.00 CERT	65.33-	65.33-RF
2023	RF240119	169170	202401	65.33-	0.00	0.00	0.00 CERT	65.33	0.00 RF
2023	RF240116	169210	202312	0.00	0.00	0.00	0.00 CERT	125.19-	125.19-RF
2023	RF240116	169210	202312	125.19-	0.00	0.00	0.00 CERT	125.19	0.00 RF
2023	RF240116	184145	202312	0.00	0.00	0.00	0.00 CERT	229.25-	229.25-RF
2023	RF240116	184145	202312	229.25-	0.00	0.00	0.00 CERT	229.25	0.00 RF
2023	RF240116	184171	202311	0.00	0.00	0.00	0.00 CERT	1,761.76-	1,761.76-RF
2023	RF240116	184171	202311	1,761.76-	0.00	0.00	0.00 CERT	1,761.76	0.00 RF
2023	RF240116	184368	202312	125.18-	0.00	0.00	0.00 CERT	125.18	0.00 RF
2023	RF240116	184368	202312	0.00	0.00	0.00	0.00 CERT	125.18-	125.18-RF
2023	RF240116	184385	202401	187.42-	0.00	0.00	0.00 CERT	187.42	0.00 RF
2023	RF240116	184385	202401	0.00	0.00	0.00	0.00 CERT	187.42-	187.42-RF
2023	RF240116	184394	202312	0.00	0.00	0.00	0.00 CERT	591.17-	591.17-RF
2023	RF240116	184394	202312	591.17-	0.00	0.00	0.00 CERT	591.17	0.00 RF
2023	RF240116	200296	202311	0.00	0.00	0.00	0.00 CERT	0.52-	0.52-RF
2023	RF240116	200296	202311	0.52-	0.00	0.00	0.00 CERT	0.52	0.00 RF
2023	RF240116	200297	202311	0.00	0.00	0.00	0.00 CERT	0.61-	0.61-RF
2023	RF240116	200297	202311	0.61-	0.00	0.00	0.00 CERT	0.61	0.00 RF
2023	RF240116	200298	202311	0.64-	0.00	0.00	0.00 CERT	0.64	0.00 RF
2023	RF240116	200298	202311	0.00	0.00	0.00	0.00 CERT	0.64-	0.64-RF
2023	RF240116	200299	202311	0.44-	0.00	0.00	0.00 CERT	0.44	0.00 RF
2023	RF240116	200299	202311	0.00	0.00	0.00	0.00 CERT	0.44-	0.44-RF
2023	RF240102	200340	202312	0.00	0.00	0.00	0.00 CERT	244.13-	244.13-RF
2023	RF240102	200340	202312	244.13-	0.00	0.00	0.00 CERT	244.13	0.00 RF
2023	RF240118	200360	202311	0.06-	0.00	0.00	0.00 CERT	0.06	0.00 RF
2023	RF240118	200360	202311	0.00	0.00	0.00	0.00 CERT	0.06-	0.06-RF
2023	RF240118	200360	202401	458.53-	0.00	0.00	0.00 CERT	458.53	0.00 RF
2023	RF240118	200360	202401	0.00	0.00	0.00	0.00 CERT	458.53-	458.53-RF
2023	RF240130	200367	202401	0.00	0.00	0.00	0.00 CERT	344.66-	344.66-RF
2023	RF240130	200367	202401	344.66-	0.00	0.00	0.00 CERT	344.66	0.00 RF
2023	RF240116	200514	202312	15.86-	0.00	0.00	0.00 CERT	15.86	0.00 RF

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2023	RF240116	200514	202312	0.00	0.00	0.00	0.00 2350	15.86-	15.86-RF
2023	RF240116	201082	202312	0.00	0.00	0.00	0.00 2350	846.73-	846.73-RF
2023	RF240116	201082	202312	846.73-	0.00	0.00	0.00 2350	846.73	0.00 RF
2023	RF240102	201126	202303	0.00	0.00	0.00	0.00 CERT	26.81-	26.81-RF
2023	RF240102	201126	202303	26.81-	0.00	0.00	0.00 CERT	26.81	0.00 RF
2023	RF240102	201181	202312	0.00	0.00	0.00	0.00 CERT	3,591.83-	3,591.83-RF
2023	RF240102	201181	202312	3,591.83-	0.00	0.00	0.00 CERT	3,591.83	0.00 RF
2023	RF240102	201188	202312	0.00	0.00	0.00	0.00 CERT	1,820.97-	1,820.97-RF
2023	RF240102	201188	202312	1,820.97-	0.00	0.00	0.00 CERT	1,820.97	0.00 RF
2023	RF240116	201215	202312	2,764.83-	0.00	0.00	0.00 2350	2,764.83	0.00 RF
2023	RF240116	201215	202312	0.00	0.00	0.00	0.00 2350	1,150.65-	1,150.65-RF
2023	RF240116	201216	202312	0.00	0.00	0.00	0.00 2350	1,150.65-	1,150.65-RF
2023	RF240116	201218	202312	1,150.65-	0.00	0.00	0.00 2350	540.99-	540.99-RF
2023	RF240116	201218	202312	0.00	0.00	0.00	0.00 2350	540.99	0.00 RF
2023	902010824T	201553	202311	3.46-	0.00	0.00	0.00 CERT	0.00	3.46-TR
2023	RF240118	201807	202401	0.00	0.00	0.00	0.00 CERT	560.78-	560.78-RF
2023	RF240118	201807	202401	560.78-	0.00	0.00	0.00 CERT	560.78	0.00 RF
2023	924012524PHC	202236	202401	1,403.51-	0.00	0.00	0.00 CERT	1,403.51-TR	1,403.51-TR
2023	RF240102	202239	202311	0.00	0.00	0.00	0.00 CERT	617.22-	617.22-RF
2023	RF240102	202239	202311	617.22-	0.00	0.00	0.00 CERT	617.22	0.00 RF
2023	924011824CHC	202325	202401	874.70-	0.00	0.00	0.00 CERT	874.70-TR	874.70-TR
2023	CP240131	202710	202312	3,550.68-	0.00	0.00	0.00 CERT	0.00	3,550.68-TR
2023	RF240102	202756	202310	0.00	0.00	0.00	0.00 CERT	727.80-	727.80-RF
2023	RF240102	202756	202310	727.80-	0.00	0.00	0.00 CERT	727.80	0.00 RF
2023	RF240118	202836	202401	0.00	0.00	0.00	0.00 CERT	576.79-	576.79-RF
2023	RF240118	202836	202401	576.79-	0.00	0.00	0.00 CERT	576.79	0.00 RF
2023	RF240102	202903	202312	0.00	0.00	0.00	0.00 CERT	1,129.77-	1,129.77-RF
2023	RF240102	202903	202312	1,129.77-	0.00	0.00	0.00 CERT	1,129.77	0.00 RF
2023	RF240102	203203	202312	0.00	0.00	0.00	0.00 CERT	601.42-	601.42-RF
2023	RF240102	203203	202312	601.42-	0.00	0.00	0.00 CERT	601.42	0.00 RF
2023	RF240126	203216	202401	0.00	0.00	0.00	0.00 CERT	267.45-	267.45-RF
2023	RF240126	203216	202401	267.45-	0.00	0.00	0.00 CERT	267.45	0.00 RF
2023	RF240116	203289	202401	782.89-	0.00	0.00	0.00 2350	782.89	0.00 RF
2023	RF240116	203289	202401	0.00	0.00	0.00	0.00 2350	782.89-	782.89-RF
2023	RF240116	218716	202401	0.00	0.00	0.00	0.00 2350	1,562.42-	1,562.42-RF
2023	RF240116	218716	202401	1,562.42-	0.00	0.00	0.00 2350	1,562.42	0.00 RF
2023	RF240116	218838	202401	0.00	0.00	0.00	0.00 2350	323.19-	323.19-RF
2023	RF240116	218838	202401	323.19-	0.00	0.00	0.00 2350	323.19	0.00 RF
2023	RF240130	218849	202401	713.17-	0.00	0.00	0.00 CERT	713.17	0.00 RF
2023	RF240118	218968	202401	0.00	0.00	0.00	0.00 CERT	713.17-	713.17-RF
2023	RF240118	218968	202401	0.00	0.00	0.00	0.00 CERT	334.36-	334.36-RF
2023	RF240116	219096	202401	0.00	0.00	0.00	0.00 2350	268.66-	268.66-RF
2023	RF240116	219096	202401	268.66-	0.00	0.00	0.00 2350	268.66	0.00 RF

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TC298-M SELECTION: DEPOSIT

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TAX COLLECTION SYSTEM
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YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2023	RF240116	219349	202312	137.44-	0.00	0.00	0.00 2350	137.44	0.00 RF
2023	RF240116	219349	202312	0.00	0.00	0.00	0.00 2350	137.44-RF	
2023	924010924CHC	231845	202312	1,634.93-	0.00	0.00	0.00 CERT	137.44-	1,634.93-TR
2023	RF240116	233541	202312	0.00	0.00	0.00	0.00 2350	0.00	
2023	RF240116	233541	202312	534.79-	0.00	0.00	0.00 2350	534.79-	534.79-RF
2023	RF240118	233564	202312	0.00	0.00	0.00	0.00 CERT	534.79	0.00 RF
2023	924011824CHC	233571	202312	1,188.58-	0.00	0.00	0.00 CERT	1,188.58-	1,188.58-RF
2023	RF240112	287536	202401	808.88-	0.00	0.00	0.00 CERT	1,188.58	0.00 RF
2023	RF240102	287536	202310	0.00	0.00	0.00	0.00 CERT	0.00	808.88-TR
2023	RF240102	287536	202310	159.38-	0.00	0.00	0.00 CERT	159.38-	159.38-RF
2023	RF240102	287536	202310	0.00	0.00	0.00	0.00 CERT	159.38	0.00 RF
2023	RF240116	288745	202401	159.38-	0.00	0.00	0.00 CERT	159.38	159.38-RF
2023	RF240116	288745	202401	0.00	0.00	0.00	0.00 2350	159.38	0.00 RF
2023	RF240118	288768	202401	0.00	0.00	0.00	0.00 CERT	1,013.39-	1,013.39-RF
2023	RF240116	288768	202401	582.70-	0.00	0.00	0.00 CERT	582.70-	582.70-RF
2023	RF240116	292399	202312	0.00	0.00	0.00	0.00 CERT	582.70	0.00 RF
2023	RF240116	292399	202312	125.19-	0.00	0.00	0.00 2350	125.19-	125.19-RF
2023	RF240116	300617	202401	0.00	0.00	0.00	0.00 2350	125.19	0.00 RF
2023	RF240116	300617	202401	259.41-	0.00	0.00	0.00 2350	125.19	0.00 RF
2023	864012324CHC	306775	202401	1,246.45-	0.00	0.00	0.00 CERT	259.41-	259.41-RF
2023	90801262024T	306805	202312	865.33-	0.00	0.00	0.00 CERT	259.41	0.00 RF
2023	QR240125	306805	202312	0.01-	0.00	0.00	0.00 CERT	0.00	1,246.45-TR
2023	RF240102	306805	202312	432.69-	0.00	0.00	0.00 CERT	0.00	865.39-TR
2023	RF240102	306805	202312	0.00	0.00	0.00	0.00 CERT	0.00	0.01-TR
2023	103140010324	308651	202401	865.37-	0.00	0.00	0.00 CERT	0.00	432.69-TR
2023	RF240122	308725	202312	1,490.75-	0.00	0.00	0.00 CERT	865.37-	865.37-RF
2023	RF240122	310403	202401	412.56-	0.00	0.00	0.00 CERT	0.00	1,490.75-TR
2023	869976010924	311781	202401	588.05-	0.00	0.00	0.00 CERT	0.00	412.56-TR
2023	RF240118	351166	202401	0.00	0.00	0.00	0.00 CERT	588.05-	0.00 RF
2023	RF240118	351166	202401	28.54-	0.00	0.00	0.00 CERT	588.05	588.05-RF
2023	103140013024	351215	202401	594.29-	0.00	0.00	0.00 CERT	0.00	28.54-TR
2023	924010824CHC	357482	202312	1,538.48-	0.00	0.00	0.00 CERT	594.29-	594.29-RF
2023	RF240116	361160	202311	1,373.87-	0.00	0.00	0.00 CERT	0.00	1,538.48-TR
2023	RF240116	361160	202311	0.00	0.00	0.00	0.00 2350	0.00	1,373.87-TR
2023	RF240116	361162	202311	1,460.07-	0.00	0.00	0.00 2350	1,460.07-	1,460.07-RF
2023	RF240116	361162	202311	1,251.82-	0.00	0.00	0.00 2350	1,460.07	0.00 RF
2023	864011724CHC	361168	202401	29,330.99-	0.00	0.00	0.00 2352	1,251.82-	1,251.82-RF
2023	RF240126	370798	202401	0.00	0.00	0.00	0.00 CERT	0.00	29,330.99-TR
2023	RF240126	370798	202401	11,516.74-	0.00	0.00	0.00 CERT	11,516.74-	11,516.74-RF
2023	RF240118	384415	202401	581.01-	0.00	0.00	0.00 CERT	11,516.74	0.00 RF
2023	RF240118	384415	202401	0.00	0.00	0.00	0.00 CERT	581.01	0.00 RF
2023	RF240102	387489	202312	0.00	0.00	0.00	0.00 CERT	581.01-	581.01-RF
2023	RF240102	387489	202312	0.00	0.00	0.00	0.00 CERT	1,000.07-	1,000.07-RF

02/01/2024 17:43:09
TC298-W SELECTION: DEPOSIT

4469629

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 01/01/2024 THRU 01/31/2024
JURISDICTION: 337 FRIENDWD CITY

PAGE: 465
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EPF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2023	RF240102	387489	202312	1,000.07-	0.00	0.00	0.00 CERT	1,000.07	0.00 RF
2023	RF240122	394295	202401	0.00	0.00	0.00	0.00 CERT	1,485.70-	1,485.70-RF
2023	RF240122	394295	202401	1,485.70-	0.00	0.00	0.00 CERT	1,485.70	0.00 RF
2023	RF240118	394504	202312	0.00	0.00	0.00	0.00 CERT	1,203.76-	1,203.76-RF
2023	RF240118	394504	202312	1,203.76-	0.00	0.00	0.00 CERT	1,203.76	0.00 RF
2023	RF240116	394585	202312	936.49-	0.00	0.00	0.00 23SO	936.49	0.00 RF
2023	RF240116	394585	202312	0.00	0.00	0.00	0.00 23SO	936.49-	936.49-RF
2023	RF240102	394618	202312	0.00	0.00	0.00	0.00 CERT	607.96-	607.96-RF
2023	RF240102	394618	202310	607.95-	0.00	0.00	0.00 CERT	607.95	0.00 RF
2023	RF240102	394618	202312	607.96-	0.00	0.00	0.00 CERT	607.96	0.00 RF
2023	RF240126	397557	202401	0.00	0.00	0.00	0.00 CERT	607.95-	607.95-RF
2023	RF240126	397557	202401	1,518.01-	0.00	0.00	0.00 CERT	1,518.01-	1,518.01-RF
2023	RF240131	400933	202401	0.00	0.00	0.00	0.00 CERT	1,518.01	0.00 RF
2023	RF240131	400933	202401	1,361.42-	0.00	0.00	0.00 CERT	1,361.42-	1,361.42-RF
2023	RF240102	404902	202311	0.00	0.00	0.00	0.00 CERT	1,361.42	0.00 RF
2023	RF240102	404902	202311	327.11-	0.00	0.00	0.00 CERT	327.11	0.00 RF
2023	864011724PHC	405235	202312	2,821.31-	0.00	0.00	0.00 CERT	0.00	2,821.31-RI
2023	902010524T	405237	202312	752.61-	0.00	0.00	0.00 CERT	0.00	752.61-TR
2023	90801252024T	405809	202312	1,324.12-	0.00	0.00	0.00 CERT	1,324.12-TR	1,324.12-TR
2023	QR240125	405809	202312	662.06-	0.00	0.00	0.00 CERT	0.00	662.06-TR
2023	RF240102	405809	202312	1,324.11-	0.00	0.00	0.00 CERT	1,324.11	0.00 RF
2023	RF240102	405809	202312	0.00	0.00	0.00	0.00 CERT	814.25-	814.25-RF
2023	RF240116	405854	202311	0.00	0.00	0.00	0.00 23SO	814.25	0.00 RF
2023	RF240116	405854	202311	814.25-	0.00	0.00	0.00 CERT	0.00	814.25-RF
2023	90801262024T	405902	202312	1,574.08-	0.00	0.00	0.00 CERT	1,574.08-TR	1,574.08-TR
2023	QR240125	405902	202312	787.04-	0.00	0.00	0.00 CERT	0.00	787.04-TR
2023	RF240102	405902	202312	0.00	0.00	0.00	0.00 CERT	1,574.08-	1,574.08-RF
2023	RF240102	405902	202312	1,574.08-	0.00	0.00	0.00 CERT	0.00	0.00 RF
2023	864010924PHC	407341	202312	1,513.49-	0.00	0.00	0.00 CERT	1,513.49-RI	1,513.49-RI
2023	864012924CHC	407386	202401	1,922.80-	0.00	0.00	0.00 CERT	0.00	1,922.80-TR
2023	RF240119	410040	202401	298.33-	0.00	0.00	0.00 CERT	298.33	0.00 RF
2023	RF240119	410040	202401	0.00	0.00	0.00	0.00 CERT	298.33	298.33-RF
2023	902012224T	412723	202401	1,887.97-	0.00	0.00	0.00 CERT	1,887.97-TR	1,887.97-TR
2023	929012924T	412809	202312	2,097.89-	0.00	0.00	0.00 CERT	0.00	2,097.89-TR
2023	924011724CHC	412989	202401	1,284.59-	0.00	0.00	0.00 CERT	0.00	1,284.59-TR
2023	RF240118	413009	202312	0.00	0.00	0.00	0.00 CERT	503.71-	503.71-RF
2023	RF240118	413009	202312	503.71-	0.00	0.00	0.00 CERT	503.71	0.00 RF
2023	902011024T	413639	202312	7,940.17-	0.00	0.00	0.00 23SO	0.00	7,940.17-TR
2023	QR240110	413639	202312	2,546.34-	0.00	0.00	0.00 23SO	0.00	2,546.34-TR
2023	QR240110	413639	202312	2,546.34-	0.00	0.00	0.00 23SO	0.00	2,546.34-TR
2023	QR240110	413639	202312	301.15-	0.00	0.00	0.00 23SO	0.00	301.15-TR
2023	RF240102	413639	202312	0.00	0.00	0.00	0.00 23SO	7,940.17-	7,940.17-RF
2023	RF240102	413639	202312	7,940.17-	0.00	0.00	0.00 23SO	7,940.17	0.00 RF
2023	864011724PHC	414773	202401	2,399.34-	0.00	0.00	0.00 CERT	0.00	2,399.34-RI

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YEAR	DEPOSIT	ACCOUNT	NUMBER	LEVY EFF YR/MO	PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY	CAUSE	REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2023	RF240118	414793		202401	116.30-	0.00	0.00	0.00	CERT		116.30	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.30-RF	116.30-RF
2023	RF240118	414793		202401	116.30-	0.00	0.00	0.00	CERT		116.30	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.30-	116.30-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-RF	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202401	0.00	0.00	0.00	0.00	CERT		116.29-	116.29-RF
2023	RF240118	414793		202401	116.29-	0.00	0.00	0.00	CERT		116.29	0.00 RF
2023	RF240118	414793		202								

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TAX COLLECTION SYSTEM

PAGE;
INCLUDES AG ROLLBACK

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REVERSALS DETAIL SCHEDULE
FROM: 01/01/2024 THRU 01/31/2024
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
2023	RF240116	520554	202312	597.82-	0.00	0.00	0.00	2350	597.82	0.00 RF
2023	RF240116	520555	202312	0.00	0.00	0.00	0.00	2350	631.32-RF	631.32-RF
2023	RF240116	520555	202312	631.32-	0.00	0.00	0.00	2350	631.32	0.00 RF
2023	RF240116	520556	202312	0.00	0.00	0.00	0.00	2350	863.50-	863.50-RF
2023	RF240116	520556	202312	863.50-	0.00	0.00	0.00	2350	863.50	0.00 RF
2023	RF240116	520557	202312	899.76-	0.00	0.00	0.00	2350	899.76	0.00 RF
2023	RF240116	520557	202312	0.00	0.00	0.00	0.00	2350	899.76-	899.76-RF
2023	RF240126	601294	202401	0.00	0.00	0.00	0.00	CERT	1,821.74-	1,821.74-RF
2023	RF240126	601294	202401	1,821.74-	0.00	0.00	0.00	CERT	1,821.74	0.00 RF
2023	RF240116	601950	202401	0.00	0.00	0.00	0.00	2350	570.77-RF	570.77-RF
2023	RF240116	601950	202401	570.77-	0.00	0.00	0.00	2350	570.77-	0.00 RF
2023	RF240116	601950	202401	0.00	0.00	0.00	0.00	2350	570.77-	0.00 RF
2023	864012924CHC	601964	202401	2,103.62-	0.00	0.00	0.00	2350	2,103.62-TR	2,103.62-TR
2023	924011724CHC	601964	202401	2,103.62-	0.00	0.00	0.00	CERT	0.00	0.00 RF
2023	RF240116	605837	202401	0.00	0.00	0.00	0.00	2350	984.45-RF	984.45-RF
2023	RF240116	605837	202401	984.45-	0.00	0.00	0.00	2350	984.45	0.00 RF
2023	RF240116	610616	202312	0.00	0.00	0.00	0.00	2350	159.08-RF	159.08-RF
2023	RF240116	610616	202312	159.08-	0.00	0.00	0.00	2350	159.08	0.00 RF
2023	RF240116	612541	202311	470.22-	0.00	0.00	0.00	2350	470.22	0.00 RF
2023	RF240116	612541	202311	0.00	0.00	0.00	0.00	2350	470.22-RF	470.22-RF
2023	RF240116	612542	202311	0.00	0.00	0.00	0.00	2350	1,552.26-RF	1,552.26-RF
2023	RF240116	612542	202311	1,552.26-	0.00	0.00	0.00	2350	1,552.26	0.00 RF
2023	RF240116	612544	202310	719.84-	0.00	0.00	0.00	2350	719.84	0.00 RF
2023	RF240116	612544	202310	0.00	0.00	0.00	0.00	2350	719.84-RF	719.84-RF
2023	902010524TR	612662	202312	752.59-	0.00	0.00	0.00	CERT	0.00	0.00 RF
2023	864012924CHC	700375	202401	419.82-	0.00	0.00	0.00	CERT	0.00	0.00 RF
2023	902011724TR	719763	202401	81.92-	0.00	0.00	0.00	CERT	0.00	0.00 RF
2023	RF240118	722256	202401	1,188.49-	0.00	0.00	0.00	2350	1,188.49-TR	1,188.49-TR
2023	RF240118	722256	202312	0.00	0.00	0.00	0.00	2350	1,188.49-	1,188.49-RF
2023	RF240116	733920	202401	514.09-	0.00	0.00	0.00	2350	514.09	0.00 RF
2023	RF240116	733920	202401	0.00	0.00	0.00	0.00	2350	514.09-RF	514.09-RF
2023	RF240116	742332	202310	0.00	0.00	0.00	0.00	2350	11.53-	11.53-RF
2023	RF240116	742332	202310	11.53-	0.00	0.00	0.00	2350	11.53	0.00 RF
2023	RF240116	742374	202311	0.00	0.00	0.00	0.00	2350	137.96-	137.96-RF
2023	RF240116	742374	202311	137.96-	0.00	0.00	0.00	2350	137.96	0.00 RF
2023	RF240116	742400	202401	0.00	0.00	0.00	0.00	2350	232.87-RF	232.87-RF
2023	RF240116	742400	202401	232.87-	0.00	0.00	0.00	2350	232.87	0.00 RF
2023 TOTAL				188,310.48-	0.00	0.00	0.00		0.00	188,310.48-
YEAR 2011				0.00	0.00	0.00	0.00		0.00	0.00
REFUNDS				1.21-	0.00	1.89-	0.62-		0.00	3.72-
RETURNED ITEMS				0.00	0.00	0.00	0.00		0.00	0.00
TRANSFERS/REVERSAIS				1.21-	0.00	1.89-	0.62-		0.00	3.72-
TOTAL										

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
YEAR 2012								
	REFUNDS		0.00	0.00	0.00	0.00	0.00	0.00
	RETURNED ITEMS		3.41-	0.00	0.00	0.00	0.00	3.41-
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		3.41-	0.00	0.00	0.00	0.00	3.41-
YEAR 2013								
	REFUNDS		0.00	0.00	0.00	0.00	0.00	0.00
	RETURNED ITEMS		3.38-	0.00	0.00	0.00	0.00	3.38-
	TRANSFERS/REVERSALS		0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL		3.38-	0.00	0.00	0.00	0.00	3.38-
YEAR 2021								
	REFUNDS		2,338.72-	0.00	18.27-	0.00	0.00	2,356.99-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		3,715.96-	0.00	732.14-	889.62-	0.00	5,337.72-
	TOTAL		6,054.68-	0.00	750.41-	889.62-	0.00	7,694.71-
YEAR 2022								
	REFUNDS		9,715.26-	0.00	0.00	0.00	0.00	9,715.26-
	RETURNED ITEMS		0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS		2,327.22-	0.00	499.26-	565.30-	0.00	3,391.78-
	TOTAL		12,042.48-	0.00	499.26-	565.30-	0.00	13,107.04-
YEAR 2023								
	REFUNDS		99,876.13-	0.00	0.00	0.00	0.00	99,876.13-
	RETURNED ITEMS		7,993.97-	0.00	0.00	0.00	0.00	7,993.97-
	TRANSFERS/REVERSALS		80,440.38-	0.00	0.00	0.00	0.00	80,440.38-
	TOTAL		188,310.48-	0.00	0.00	0.00	0.00	188,310.48-
ALL YEARS								
	REFUNDS		111,930.11-	0.00	18.27-	0.00	0.00	111,948.38-
	RETURNED ITEMS		8,001.97-	0.00	1.89-	0.62-	0.00	8,004.48-
	TRANSFERS/REVERSALS		86,483.56-	0.00	1,231.40-	1,454.92-	0.00	89,169.88-
	TOTAL		206,415.64-	0.00	1,251.56-	1,455.54-	0.00	209,122.74-

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSAIS
FROM: 01/01/2024 THRU 01/31/2024
JURISDICTION: 337 FRIENDMD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT
2009 TOTAL			6.30	0.00	11.28	3.52	0.00	21.10
2010 TOTAL			3.04	0.00	0.00	0.00	0.00	3.04
2011 TOTAL			967.44	0.00	753.14	0.62	0.00	1,721.20
2012 TOTAL			981.29	0.00	673.94	0.00	0.00	1,655.23
2013 TOTAL			975.60	0.00	603.49	0.00	0.00	1,579.09
2014 TOTAL			984.74	0.00	519.35	0.00	0.00	1,504.09
2015 TOTAL			976.69	0.00	442.05	0.00	0.00	1,418.74
2016 TOTAL			967.33	0.00	364.76	0.00	0.00	1,332.09
2017 TOTAL			967.29	0.00	289.87	0.00	0.00	1,257.16
2018 TOTAL			967.29	0.00	241.56	0.00	0.00	1,208.85
2019 TOTAL			968.42	0.00	193.25	0.00	0.00	1,161.67
2020 TOTAL			1,302.00	0.00	293.26	92.47	0.00	1,687.73
2021 TOTAL			10,295.59	0.00	1,379.28	1,107.18	0.00	12,782.05
2022 TOTAL			22,937.86	0.00	2,220.87	2,059.73	0.00	27,218.46
2023 TOTAL			15,496,757.39	0.00	0.00	0.00	0.00	15,496,757.39
TOTAL PAYMENTS			15,540,058.27	0.00	7,986.10	3,263.52	0.00	15,551,307.89
2011 TOTAL			1.21-	0.00	1.89-	0.62-	0.00	3.72-
2012 TOTAL			3.41-	0.00	0.00	0.00	0.00	3.41-
2013 TOTAL			3.38-	0.00	0.00	0.00	0.00	3.38-
2021 TOTAL			6,054.68-	0.00	750.41-	889.62-	0.00	7,694.71-
2022 TOTAL			12,042.48-	0.00	499.26-	565.30-	0.00	13,107.04-
2023 TOTAL			188,310.48-	0.00	0.00	0.00	0.00	188,310.48-
TOTAL REVERSAIS			206,415.64-	0.00	1,251.56-	1,455.54-	0.00	209,122.74-
TOTAL FOR UNIT			15,333,642.63	0.00	6,734.54	1,807.98	0.00	15,342,185.15

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

CURRENT YEAR	CERT TAXABLE VALUE		ADJUSTMENTS		ADJ TAX VALUE		TAX RATE		TAX LEVY		PAID ACCTS	
	-----		-----		-----		-----		-----		-----	
	5,274,185,590		216,353,362		5,490,538,952	0	00.500728		25,854,310.00		15,055	

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

2023	24,803,290.69	1,051,019.31	1,051,019.31	22,138,854.70	22,138,854.70	3,715,455.30	85.63	0.00
2022	224,620.94	51,400.75-	51,400.75-	86,868.04	86,868.04	86,352.15	50.15	0.00
2021	46,007.11	8,134.67-	8,134.67-	1,734.36	1,734.36	36,138.08	4.58	0.00
2020	28,524.90	581.07	581.07	6,421.56	6,421.56	22,684.41	22.06	0.00
2019	20,010.02	365.81-	365.81-	3,588.49	3,588.49	16,055.72	18.27	0.00
2018	14,875.89	233.69	233.69	2,141.84	2,141.84	12,967.74	14.18	0.00
2017	13,642.64	.00	0.00	1,884.07	1,884.07	11,758.57	13.81	0.00
2016	12,117.53	.00	0.00	1,915.59	1,915.59	10,201.94	15.81	0.00
2015	11,826.76	.00	0.00	1,896.32	1,896.32	9,930.44	16.03	0.00
2014	12,474.54	.00	0.00	1,399.33	1,399.33	11,075.21	11.22	0.00
2013	9,677.98	.00	0.00	1,002.16	1,002.16	8,675.82	10.36	0.00
2012	6,814.94	.00	0.00	994.19	994.19	5,820.75	14.59	0.00
2011	6,841.46	.00	0.00	966.23	966.23	5,875.23	14.12	0.00
2010	3,613.44	.00	0.00	7.67	7.67	3,605.77	.21	0.00
2009	5,164.80	.00	0.00	7.52	7.52	5,157.28	.15	0.00
2008	4,281.97	.00	0.00	0.64	0.64	4,281.33	.01	0.00
2007	1,321.11	.00	0.00	0.00	0.00	1,321.11		0.00
2006	2,437.90	.00	0.00	0.00	0.00	2,437.90		0.00
2005	1,170.61	.00	0.00	0.00	0.00	1,170.61		0.00
2004	640.47	.00	0.00	0.00	0.00	640.47		0.00
2003	647.12	.00	0.00	0.00	0.00	647.12		0.00
2002	562.90	.00	0.00	0.00	0.00	562.90		0.00
****	25,230,565.72	991,932.84	991,932.84	22,249,682.71	22,249,682.71	3,972,815.85		0.00
CURR	24,803,290.69	1,051,019.31	1,051,019.31	22,138,854.70	22,138,854.70	3,715,455.30		0.00
DELT	427,275.03	59,086.47-	59,086.47-	110,828.01	110,828.01	257,360.55		0.00

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2023
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2024
LAND VALUE	7,378,007,830	7,378,007,830	60,509,255	3,088,639-	57,420,616	7,435,428,446
AG EXCLUSION	32,425,077	32,425,077	5,168,547	11,968	5,180,515	37,605,592
IMPROVEMENTS	942,980,218	942,980,218	272,169,435	26,556,293-	245,613,142	1,188,593,360
APPRAISED VALUE	7,378,007,830	7,378,007,830	332,678,690	29,644,932-	303,033,758	7,681,041,588
EXEMPTIONS	2,071,397,163	2,071,397,163	73,699,016	12,969,412	86,680,396	2,158,077,559
TAXABLE VALUE	5,274,185,590	5,274,185,590	258,979,674	42,626,312-	216,353,362	5,490,538,952
LEVY	24,803,290.69	24,803,290.69	1,505,251.46	454,232.15-	1,051,019.31	25,854,310.00
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	539	135	141	10,568
OVER 65	3,603	3,603	89	67	71	3,674
DISABLED	178	178	5	6	6	184
VETERAN	259	259	14	1	1	260
TOTAL EXEMPT	88	88	0	0	0	88

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2024
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	4,419,898-	4,398,959-	869,376,138
APPRAISED VALUE	6,593,325,295	6,593,325,295	20,939	4,808,916-	4,787,977-	6,588,537,318
EXEMPTIONS	1,782,152,718	1,782,152,718	0	6,960,478	6,960,478	1,789,113,196
TAXABLE VALUE	4,778,686,394	4,778,686,394	20,939	11,769,394-	11,748,455-	4,766,937,939
LEVY	224,620.94	224,620.94	112.24	51,512.99-	51,400.75-	173,220.19
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	57	57	10,652
OVER 65	3,475	3,475	0	18	18	3,493
DISABLED	180	180	0	4	4	184
VETERAN	253	253	0	4	4	257
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

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

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2024
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	365,190-	29,440-	775,128,025
APPRAISED VALUE	5,827,810,207	5,827,810,207	335,750	969,464-	633,714-	5,827,176,493
EXEMPTIONS	1,579,451,702	1,579,451,702	0	2,540,362	2,159,795	1,581,611,497
TAXABLE VALUE	4,214,667,192	4,214,667,192	335,750	3,129,259-	2,793,509-	4,211,873,683
LEVY	46,007.11	46,007.11	1,636.16	9,770.83-	8,134.67-	37,872.44
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	16	16	10,314
OVER 65	3,255	3,255	0	6	6	3,261
DISABLED	181	181	0	4	4	185
VETERAN	240	240	0	1	1	241
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

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

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2024
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	19,050-	19,050-	706,394,290
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	19,060-	19,060-	5,043,255,192
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	92,056	92,056	3,797,889,025
LEVY	28,524.90	28,524.90	.00	581.07	581.07	29,105.97
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
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

ALL PROPERTY

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

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2024
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	48,320-	48,320-	645,883,552
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	48,330-	48,330-	4,537,389,492
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	65,320-	65,320-	3,494,249,690
LEVY	20,010.02	20,010.02	.00	365.81-	365.81-	19,644.21
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

ALL PROPERTY

TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2018
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 01/31/2024
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 01/01/2024 thru 01/31/2024 as of 02/02/2024

Batch Seq
4470496

Report run on: February 2, 2024 1:25 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 85321	Print Date:02/02/2024						
	Current	1,715,584.40	548,326.77	0.00	0.00	0.00	2,263,911.17
	Delq	9,704.88	2,507.30	0.00	0.00	0.00	12,212.18
Last Deposit Date	01/05/2024	\$1,725,289.28	\$550,834.07	\$0.00	\$0.00	\$0.00	\$2,276,123.35
ACH 85368	Print Date:02/02/2024						
	Current	5,288,133.97	1,690,168.22	0.00	0.00	0.00	6,978,302.19
	Delq	984.58	250.23	0.00	0.00	0.00	1,234.81
Last Deposit Date	01/08/2024	\$5,289,118.55	\$1,690,418.45	\$0.00	\$0.00	\$0.00	\$6,979,537.00
ACH 85414	Print Date:02/02/2024						
	Current	87,492.70	27,964.02	0.00	0.00	0.00	115,456.72
	Delq	73.59	18.70	0.00	0.00	0.00	92.29
Last Deposit Date	01/09/2024	\$87,566.29	\$27,982.72	\$0.00	\$0.00	\$0.00	\$115,549.01
ACH 85462	Print Date:02/02/2024						
	Current	278,615.78	89,049.86	0.00	0.00	0.00	367,665.64
	Delq	916.62	228.56	0.00	0.00	0.00	1,145.18
Last Deposit Date	01/10/2024	\$279,532.40	\$89,278.42	\$0.00	\$0.00	\$0.00	\$368,810.82
ACH 85510	Print Date:02/02/2024						
	Current	300,681.06	96,102.28	0.00	0.00	0.00	396,783.34
	Delq	12.13	2.33	0.00	0.00	0.00	14.46
Last Deposit Date	01/11/2024	\$300,693.19	\$96,104.61	\$0.00	\$0.00	\$0.00	\$396,797.80
ACH 85558	Print Date:02/02/2024						
	Current	76,604.30	24,483.92	0.00	0.00	0.00	101,088.22
	Delq						
Last Deposit Date	01/12/2024	\$76,604.30	\$24,483.92	\$0.00	\$0.00	\$0.00	\$101,088.22
ACH 85604	Print Date:02/02/2024						
	Current	331,741.07	106,029.53	0.00	0.00	0.00	437,770.60
	Delq	(5,867.97)	(1,512.01)	0.00	0.00	0.00	(7,379.98)
Last Deposit Date	01/16/2024	\$325,873.10	\$104,517.52	\$0.00	\$0.00	\$0.00	\$430,390.62
ACH 85650	Print Date:02/02/2024						
	Current	178,264.48	56,976.06	0.00	0.00	0.00	235,240.54
	Delq	231.23	57.26	0.00	0.00	0.00	288.49
Last Deposit Date	01/17/2024	\$178,495.71	\$57,033.32	\$0.00	\$0.00	\$0.00	\$235,529.03
ACH 85698	Print Date:02/02/2024						
	Current	383,258.82	122,495.19	0.00	0.00	0.00	505,754.01
	Delq	1,275.31	323.33	0.00	0.00	0.00	1,598.64
Last Deposit Date	01/18/2024	\$384,534.13	\$122,818.52	\$0.00	\$0.00	\$0.00	\$507,352.65
ACH 85745	Print Date:02/02/2024						
	Current	153,609.19	49,095.82	0.00	0.00	0.00	202,705.01
	Delq	97.88	24.76	0.00	0.00	0.00	122.64
Last Deposit Date	01/19/2024	\$153,707.07	\$49,120.58	\$0.00	\$0.00	\$0.00	\$202,827.65
ACH 85793	Print Date:02/02/2024						
	Current	62,042.61	19,829.72	0.00	0.00	0.00	81,872.33
	Delq	25.66	7.66	0.00	0.00	0.00	33.32
Last Deposit Date	01/22/2024	\$62,068.27	\$19,837.38	\$0.00	\$0.00	\$0.00	\$81,905.65

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For Remitted Deposit Dates 01/01/2024 thru 01/31/2024 as of 02/02/2024

Batch Seq
4470496

Report run on: February 2, 2024 1:25 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 85840	Print Date:02/02/2024						
	Current	365,070.27	116,682.08	0.00	0.00	0.00	481,752.35
	Delq	1,946.31	494.61	0.00	0.00	0.00	2,440.92
Last Deposit Date	01/23/2024	\$367,016.58	\$117,176.69	\$0.00	\$0.00	\$0.00	\$484,193.27
ACH 85889	Print Date:02/02/2024						
	Current	173,649.00	55,500.79	0.00	0.00	0.00	229,149.79
	Delq	(3,627.54)	(923.19)	0.00	0.00	0.00	(4,550.73)
Last Deposit Date	01/24/2024	\$170,021.46	\$54,577.60	\$0.00	\$0.00	\$0.00	\$224,599.06
ACH 85935	Print Date:02/02/2024						
	Current	443,584.43	141,776.36	0.00	0.00	0.00	585,360.79
	Delq	14,391.12	2,551.64	0.00	0.00	0.00	16,942.76
Last Deposit Date	01/25/2024	\$457,975.55	\$144,328.00	\$0.00	\$0.00	\$0.00	\$602,303.55
ACH 85982	Print Date:02/02/2024						
	Current	242,195.09	77,409.14	0.00	0.00	0.00	319,604.23
	Delq	913.85	232.25	0.00	0.00	0.00	1,146.10
Last Deposit Date	01/26/2024	\$243,108.94	\$77,641.39	\$0.00	\$0.00	\$0.00	\$320,750.33
ACH 86029	Print Date:02/02/2024						
	Current	171,206.46	54,720.12	0.00	0.00	0.00	225,926.58
	Delq	114.41	30.35	0.00	0.00	0.00	144.76
Last Deposit Date	01/29/2024	\$171,320.87	\$54,750.47	\$0.00	\$0.00	\$0.00	\$226,071.34
ACH 86079	Print Date:02/02/2024						
	Current	775,308.24	247,800.33	0.00	0.00	0.00	1,023,108.57
	Delq	1,011.47	256.75	0.00	0.00	0.00	1,268.22
Last Deposit Date	01/30/2024	\$776,319.71	\$248,057.08	\$0.00	\$0.00	\$0.00	\$1,024,376.79
ACH 86128	Print Date:02/02/2024						
	Current	573,648.06	183,346.77	0.00	0.00	0.00	756,994.83
	Delq	4,109.28	1,066.92	0.00	0.00	0.00	5,176.20
Last Deposit Date	01/31/2024	\$577,757.34	\$184,413.69	\$0.00	\$0.00	\$0.00	\$762,171.03
Total:		\$11,627,002.74	\$3,713,374.43	\$0.00	\$0.00	\$0.00	\$15,340,377.17

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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

Date requested for City Council consideration: March 4, 2024

Date submitted: 02/07/2024

Prepared by: Leticia Brysch, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on February 5, 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 February 5, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 1. 2024 02 05 CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
FEBRUARY 5, 2024**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, FEBRUARY 5, 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 Foreman called the meeting to order with a quorum present at 5:30 P.M.; all members were present.

2. INVOCATION

The invocation was led by the Friendswood Police Department Chaplain Moe Mays.

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

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

4. COUNCIL FOR A DAY

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

Mayor Foreman opened the item introducing the students and teachers from Windsong Elementary. He noted that the Council for a Day Program allows for second graders from the four (4) elementary schools in Friendswood to “take over” the dais and sit-in for Council and Staff. The participants included the following:

Position	Student Name	Teacher Name
Councilmember 1 (Rockey)	Milena Gonzalez	Ms. Cervantes

Councilmember 2 (Branson)	Charlotte Jenkins	Ms. Goodrich
Councilmember 3 (Hanks)	Greyson Winkler	Ms. Richards
Mayor (Foreman)	Yazhini Vijayal	Ms. Sheets
Councilmember 4 (Griffon)	Dominic Banuelos	Ms. Sheets
Councilmember 5 (Matranga)	Jordan Cross	Ms. Biffle
Councilmember 6 (Erenwert)	Rhemy Eubanks	Ms. Richards
City Attorney (Horner)	Kabir Desai	Ms. Smith
City Manager (Kabiri)	Alyssa Thomas	Ms. Smith
City Secretary (1)	Cash Eakin	Ms. Cervantes
City Secretary (2)	Olivia Balderas	Ms. Biffle

A motion was made by Councilmember Milena Gonzales (Steve Rockey) and seconded by Councilmember Charlotte Jenkins (Sally Branson) proclaiming February 6, 2024, as Windsong Elementary School Day in the City of Friendswood. The vote was the following:

Ayes: Mayor Yazhini Vijayal (Mike Foreman), Councilmember Greyson Winkler (Trish Hanks), Councilmember Milena Gonzalez (Steve Rockey), Councilmember Charlotte Jenkins (Sally Branson), Councilmember Dominic Banuelos (Robert J. Griffon), Councilmember Jordan Cross (Joe Matranga) and Councilmember Rhemy Eubanks (Brent Erenwert).

Nays: None.

The item passed unanimously.

At 5:40 P.M., Mayor Foreman recessed the meeting for the Council for a Day reception.

At 5:55 P.M., Mayor Foreman reconvened the meeting.

5. COUNCIL COMMENTS AND REPORTS

Mayor Foreman opened the item inviting Mayor Pro Tem Rockey to start by providing a comment. Mayor Pro Tem Rockey expressed that he will miss the Council for a Day sessions. Councilmember Branson wished to comment over the Community Economic Development Committee (CEDC) Discovery Trip to Conroe on February 19. She additionally noted that the City of Houston had an election in November and Proposition B passed. She discussed how it affects the Houston-Galveston Area Council (H-GAC) and the Transportation Policy Council.

Councilmember Griffon went over the Friendswood Senior Activity Center's events in February.

- **February 6** – Mardi Gras Celebration
- **February 7** – Loteria (Mexican Bingo)
- **February 8** – Mahjong Tournament
- **February 9** – Hometown Opry
- **February 12** – Karaoke and Brownies
- **February 13** – Go Shabu

- **February 14** – Valentine’s Day Luncheon
- **February 16** – Steel Magnolias at the AD Players Theater
- **February 20** – Pickle Ranch Trip

Councilmember Griffon also gave a shout out to Assistant Senior Program Manager Shadey Saldana for doing a wonderful job at the Senior Activity Center. Mayor Foreman closed the item after commenting over missing the January meeting due to his delayed flight.

6. PUBLIC COMMENT

Mr. Chris Johnson requested to speak before Council regarding Item 9.a., concerning Friendswood Parkway. He shared that he was building a house at 36 Wilderness Trail which would be in an earshot away from the proposed road. Mr. Johnson stated that he was concerned that the interlocal agreement was unclear over what was supposed to happen, and the Tannos Development will impact the surrounding neighborhoods.

Mr. Don Johnson requested to speak before the Council to encourage the Friendswood City Council and other experienced individuals to sign up for the Galveston County Consolidated Drainage District.

Mr. Jason Jones requested to speak before the Council to introduce himself and announce his candidacy for Position 6 of the Galveston County Consolidated Drainage District.

7. WORK SESSION TOPICS

A. Presentation and discussion regarding Short-term Rentals.

Community Development Director Aubrey Harbin provided Council a presentation on short-term rentals. Mayor Foreman noted that the City of Friendswood currently had no regulations regarding short-term rentals. Ms. Harbin confirmed that was correct. She began her presentation by defining short-term rentals as the rental of any residential structure, or a portion of a residential structure, for a period of less than thirty (30) days in areas zoned for residential uses. However, that did not include bed-and-breakfasts, hotels, motels, corporate apartments, dormitories, or boarding houses.

She further noted that short-term rentals are usually advertised on Airbnb, VRBO, TripAdvisor, et cetera. In Friendswood, Ms. Harbin searched these websites and found about ten (10) rentals. While she believed there may be more, they have not had an overwhelming amount of complaints. Ms. Harbin provided a few examples of complaints they have received, such as noise and parking complaints. The Community Development Department counter did receive concerns about a particular location that the City does not regulate. As such, the department could not help them.

As the Hotel Occupancy Tax was adopted in Friendswood, Ms. Harbin noted that the State collects six percent (6%) off of these rentals and that the City was entitled to seven percent (7%). The State and County will not collect the money for Friendswood, so the City would have to collect its own HOT tax. In looking at other cities, Ms. Harbin provided the following overview:

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

Ms. Harbin listed actions related to high regulation and permitting done by other cities, such as:

- Post information to web site (map or list);
- Notify property owners within 200 feet;
- 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; and
- Penalty for not registering.

It was further explained to Council what the different types of regulations were as follows:

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 and ASO process tax payments.
High – annual permit with inspections and collection of taxes.	CDD permitting – new software module; ASO process payments; FMO/CDD – inspections; and PD/CDD/FMO – enforcement.

Ms. Harbin requested that the Council provide guidance for Staff on the level of action they desired. City Manager Morad Kabiri additionally stated that, whether or not Council selected low

regulation, the City would have to start collecting the Hotel Occupancy Tax from existing rentals. He noted there will be movement by Staff because they must equitably charge short-term rentals much like a hotel. Councilmember Erenwert wondered if a homeowner's association (HOA) had the power to not allow these types of rentals. Ms. Harbin was unsure if HOAs could prohibit a property owner from renting their own property.

Mayor Foreman suggested they approach this item at the moderate level to start and see how that goes. As the city only had ten (10) short-term rental properties, Councilmember Griffon could understand if there were sixty (60) or a hundred (100) of these types of rentals, then the Staff could step in with enforcement, but felt that with only a few rentals, it was not necessary to burden the staff with additional work.

Councilmember Matranga provided the recommendations that were shared to him by a City of Galveston Councilmember regarding this same issue. The lesson included the following:

- Annual registration is critical,
- Requiring a local twenty-four seven (24/7) contact is critical,
- Consider having contracts with larger rental companies to collect the tax and remit that back to the City,
- With regard to HOAs, the court recognizes deed restrictions above local ordinances, and
- Suggested, placing regulations in an ordinance for a viable way to limit the increase of occupancy in residential homes from four (4) bedroom houses which house (4) to seven (7) people, to housing twenty (20) to thirty (30) people.

Councilmember Hanks agreed with the comments made and noted that this topic has been on the news a lot lately of bad instances. She believed that short-term rentals should be registered so staff and neighbors would know who to call in the case of complaints. Mayor Pro Tem Rockey opined that he did not recommend collecting any money, as the amount is trivial. However, he believed having a penalty for bad behavior or some sort of registration process would be helpful. Mayor Foreman noted that if short-term rentals were forced to register, the city would then have contact information.

Councilmember Branson agreed with the comments. She believed that, with the city having so few of these, it was a great time to learn how to do this before they had a large number of rentals to deal with. She made note of the Super Bowl in Houston where people were renting out their homes and the fact that they would have the World Cup in 2026. With that, she suggested that their community would become more attractive to these types of ideas. Thus, she recommended they should start out tougher. If they were to see that it is overkill, then they could always back off. She was also in favor of the annual registration so they would know who to call if there was an issue.

Mayor Foreman summarized the Councilmembers comments that registration was a place to start. Ms. Harbin replied that they will look into some options and solutions.

B. Receive and discuss an update regarding Mobile Food Vendors

Community Development Director Aubrey Harbin presented an update regarding mobile vendors to Council. She noted this was on the Planning and Zoning Commission's (P&Z) to-do list for this year. Ms. Harbin first noted that mobile vendors could include:

- Food trucks;
- Coffee trailers;
- Food carts;
- Tents/vehicles;
- Refrigerated Trucks;
- Windshield Repair; and
- Donation Boxes.

The City of Friendswood currently allowed mobile vendors with special events hosted by a business owner. Ms. Harbin noted that the Community Development Department had a Special Event Permit for privately owned properties. She added that mobile vendors could also be at City functions, Chamber of Commerce functions, farmers markets, and a "Food Truck Park." What the City of Friendswood did not allow was mobile units to park on people's properties.

Ms. Harbin then proceeded to list out the pros and cons of mobile vendors for Council to consider.

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 and mortar stores

As mobile vendors were allowed in special cases, Mayor Foreman questioned Staff what they were asking of Council. City Manager Morad Kabiri explained that Staff was looking for direction from the Council as to whether or not to allow mobile vendors to function on private property permanently. Mr. Kabiri noted that at this time, mobile vendors must have a Special Event Permit in order to setup shop in Friendswood, and this limits the locations and specifies a period of time for them to function. The change Ms. Harbin presented would eliminate the permit and allow for mobile vendors to setup for an unlimited amount of time.

Mayor Foreman wondered if there was a big push for this change. Councilmember Erenwert believed there is a lot of demand to bring restaurants to Friendswood, and sometimes food trucks allow for a segway to a brick-and-mortar restaurants. However, he did not think the city wanted an overabundance of them. He also noted that he did not think this change would bring a lot of tax revenue, but it would get people out. Councilmember Erenwert was in favor of putting mobile vendors in parks and wanted to limit the amount of food trucks allowed in the city. Councilmember Erenwert further noted that in this economy, he understood that it was hard to get brick-and-mortar location and hoped that there was a way to venture down this path without overcrowding the streets.

Councilmember Hanks appreciated the comments made, but she did not want Friendswood to look like Bay Area and 528. Neither did she want windshield repairs and those kinds of vendors in the community. She noted that if a compromise was needed, she suggested having a food truck park. However, she was not interested in opening this up to just anyone and anywhere.

On that note, Councilmember Griffon presumed the city could not differentiate between food vendors and any other type of mobile vendor. Ms. Harbin confirmed that his assumption was correct. Councilmember Erenwert clarified that he was thinking of incorporating them in a smaller, controlled atmosphere where they were not overrunning the city.

Mayor Pro Tem Rockey commented that he would hate to see a bunch of food trucks parked at Stevenson Park every day. If they had another area where they could concentrate them, he suggested that might be okay. However, he did not think there was a huge need for them.

Upon further discussion, Ms. Harbin suggested that if Council was good, then the Planning and Zoning Commission (P&Z) could move onto something else. Mayor Foreman replied that they were good. Nonetheless, Mr. Kabiri relayed that if a property owner wanted to venture into this field, Staff was open to working with them to open up a food truck park here in Friendswood.

C. Presentation and discussion regarding replacement of ladder truck.

Emergency Services Director Brian Mansfield opened the item to provide a presentation to Council regarding the replacement of their Tower-21 truck. A goals and needs assessment was done to look for what the next steps were for the future of the City. Mr. Mansfield assured they would comply with industry standards as they look for a new apparatus. He noted an increasing number of multi-story buildings inside of Friendswood have a uniqueness to get into them. Also, as they go into twenty-five (25) years with their truck, operation and maintenance costs continue to increase.

Mr. Mansfield provided a few specifications for their new fire truck as follows:

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

Mayor Foreman wondered, with a hundred-foot reach, what sized building could they fight a fire? An operations personnel answered the Mayor’s question with a seventy (70) foot building.

As they deploy their new apparatus, Mr. Mansfield assured they would have training and a standard operating guideline for it. They will continue to monitor the growth and needs of the City as well as the operation and maintenance costs. Mr. Mansfield noted that the Friendswood Volunteer Fire Department (FVFD) put a committee together to look at the aging ladder truck to see what their needs were. They looked at several possible trucks and their assessment was displayed as follows:

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

Mr. Mansfield conveyed that the FVFD Truck Committee was recommending the Pierce Custom Enforcer 100' Aerial Platform, which would have an almost forty (40) month build. As this was slated for FY2025, Staff was coming to Council now to ask for a commitment for that truck so they could start the build. Questions arose from Council over the City's needs for the truck which were answered by Fire Chief Stan Kozlowski.

If approved, Councilmember Matranga wondered what would happen to the old truck. Chief Kozlowski noted it would typically go to auction. However, their truck is beyond the manufacturer's recommended length of twenty (20) years and they were not making some parts for it anymore. Chief Kozlowski hoped someone would be interested as they do not do trade-ins.

Mayor Pro Tem Rockey commented that he would vote for it. While it was expensive, they had to have one. Councilmember Griffon similarly stated he would support this as a lot of discernment and research went into this fire truck. With that final comment, the Council and audience stood to recognize the City of Friendswood's firefighters.

8. CITY MANAGER'S REPORT

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

City Manager Morad Kabiri reported that Police Chief Josh Rogers accepted an award on behalf of the retired Friendswood Police Chief Robert Wieners. Chief Wieners was selected as the Helping Hand Award recipient by the Cole Gordon Helping Hand Foundation at the Chamber Gala

a few weeks back. Mr. Kabiri noted that Chief Wieners was actively fighting his current medical condition and further recognized him for all that he did for their community.

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

City Manager Morad Kabiri presented an update on the Police Department hosting a Texas Narcotics Officers Association training here in Friendswood. They had over sixty (60) officers from around the region attend. Mr. Kabiri relayed that it was a great opportunity not only for their officers, but also to recruit other officers that are in the market to relocate to another agency.

C. Present an update regarding Impact Fees.

City Manager Morad Kabiri opened the item recalling that Council had a lengthy discussion at their last meeting when the impact fees were adopted. Council sent Mr. Kabiri home with the direction to come back with some options with regard to the development of certain lots in the community that may be exempted. In looking at this matter further, Mr. Kabiri reported that there is not a legal mechanism by which to waive impact fees. The State was very specific that it has to be for either economic development and or for affordable housing. Therefore, at this time, there is not a uniform blanket proposal Staff could put before Council for consideration.

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.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Rockey to authorize the approval of the Interlocal Agreement with Harris-Galveston Area Council in relation to the Friendswood Parkway Corridor Study. However, there was discussion prior to the vote.

Engineering Director Jil Arias went through the project background for Council by reciting the scope of work from their corridor study that was released through a request for qualifications (RFQ) and the Houston-Galveston Area Council (H-GAC). An excerpt was recited as follows:

“The H-GAC has established a partnership with the City of Friendswood to conduct a corridor study of Friendswood Parkway from FM 2351 to FM 528. The ultimate plan for Friendswood Parkway is to extend the parkway through Friendswood starting at FM 528 into Brazoria County where it will connect to FM 2351 and eventually Pearland Parkway. The completion of this initiative will be a regional effort by the city of Friendswood, City of Pearland, Galveston County, Brazoria County, and the Texas Department of Transportation (TxDOT).

The goal of this study is to provide a greater level of mobility for residents by determining the preferred alignment or Friends Parkway. When complete the four-lane divided Parkway will provide an alternate route to Interstate 45 South, FM 518, and also serve as an alternate valuation route for areas near the Gulf Coast...”

Mr. Arias noted this was mentioned to Council in the past couple of years and that a two hundred and fifty thousand dollar (\$250,000) grant was awarded to the City back in 2021. He explained this was part of the Unified Planning Work program for the H-GAC. This was a small part of a

much bigger picture for the region to improve mobility for residents. Staff has communicated to the consultant since then and some of the alignment will be driven by what the developers of the properties are willing to do. For the rest, there will be a lot of public input. Mayor Pro Tem Rockey asked how would that be done. Mr. Arias answered with online surveys and town hall meetings.

As this was awarded back in October 2021, City Manager Morad Kabiri additionally informed the Council the delay was due to a lack of planners and interested developers. They needed a mechanism to get the roadway built, so they are going through this process to secure federal funding through the Federal Highway Administration. This prompted further discussion from Council and Staff on possible funding mechanisms for this project.

The vote for the motion on the table was as follows:

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

Nays: None

The item passed unanimously.

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.

A motion was made by Councilmember Griffon and seconded by Councilmember Matranga to authorize the purchase of a ladder truck. However, there was discussion prior to the vote.

As presented in Item 7.c., City Manager Morad Kabiri relayed that this truck is desperately needed and it is a nearly a forty (40) month build time. While they were approving it this evening and authorizing its construction, the City did not have to pay for it right now. It will impact their budget in FY2027, in which case Staff will bring funding opportunities to Council at that time.

The vote for the motion on the table was as follows:

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

Nays: None

The item passed unanimously.

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.

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to approve Ordinance No. 2024-06, related to Item 10.a. The vote was the following:

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

Nays: None

The item passed unanimously.

ORDINANCE 2024-06

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.

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

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to accept the first reading of a proposed ordinance approving a rate adjustment for solid waste collection and disposal, as submitted. However, there was discussion prior to the vote.

City Manager Morad Kabiri recalled that Council approved the last extension for Waste Connections to the franchise agreement about two years ago. Now, the agreement included language for an adjustment annually on the anniversary date of that ordinance. Mr. Kabiri explained it is to take into consideration the Consumer Price Index (CPI) adjustment that took place over the prior year as well as an adjustment based upon diesel fuel. However, this particular adjustment does not include that. It is simply an adjustment based on the CPI this past year.

Although they are in a state of reduced inflation, they are not in the state of deflation yet. So, they are seeing an increase to their operational cost both with labor as well as landfill costs. Mr. Kabiri also informed Council that this is the last year of their contract. Staff will be going out for requests for proposals (RFP) later this calendar year. He expressed his hope that they are able to maintain having the lowest garbage service fee in the area as well as provide the most frequent garbage services. Further discussion ensued over the general increase of costs for waste companies.

The vote for the motion on the table was as follows:

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

Nays: None

The item passed unanimously.

PROPOSED ORDINANCE

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.

11. CONSENT AGENDA

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve the Consent Agenda Items 11.a. through 11.k., as submitted, with the exception of Item 11.f. which was pulled from the agenda. The vote was the following:

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

Nays: None

The item passed unanimously.

- 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 into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to discuss or deliberate the offer of a financial or other incentive to a business prospect for the development of the Friendswood City Center and to consult with the City's attorneys regarding a Development Agreement related thereto.**

At 7:10 P.M., Mayor Foreman recessed and convened into an Executive Session pursuant to Section 551.071 and Section 551.074 of the Texas Government Code to discuss or deliberate the offer of a financial or other incentive to a business prospect for the development of the Friendswood City Center and to consult with the City's attorneys regarding a Development Agreement related thereto.

At 7:33 P.M., Mayor Foreman reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

13. DISCUSSION AND POSSIBLE ACTION

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

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to approve giving the City Attorney a 3.5% pay increase. The vote was the following:

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

Nays: None

The item passed unanimously.

14. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the February 5, 2024, City Council Regular Meeting at 7:34 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary