



**CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 9, 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 Pledge and State of Texas Pledge.

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. COMMITTEES OR SPECIAL REPORTS

- A. Receive the Community & Economic Development Committee Annual Report.
- B. Receive the Friendswood Downtown Economic Development Corporation Annual Report.
- C. Receive the West Ranch Management District's Annual Report.
- D. Receive the Friendswood Property Tax and Court Collection Report.

7. WORK SESSION TOPICS

- A. Receive and discuss an update regarding the drainage projects in the City of Friendswood.
- B. Receive and discuss an update regarding the Community Development Department and Planning and Zoning Commission.

8. REPLACEMENT OF THE OFFICIAL ZONING MAP

- A. Conduct a public hearing regarding the replacement of the official zoning map per Appendix C, "Zoning," Section 3 "Provision for Official Zoning Map" of the Friendswood City Code reflecting zone changes and corrections since the last adopted map dated February 3, 2020.
- B. Consider an ordinance regarding the replacement of the official zoning map per Appendix C "Zoning," Section 3 "Provision for Official Zoning Map" of the Friendswood City Code reflecting zone changes and corrections since the last adopted map dated February 3, 2020.

9. PROPOSED AMENDMENTS TO FRIENDSWOOD CITY CODE, APPENDIX C "ZONING," SECTIONS 3 AND 9

- A. Conduct a public hearing regarding the proposed amendments to Appendix C "Zoning," Section 3 "Provision for official zoning map" and Section 9 "Administration and enforcement – Building permits and certificates of zoning compliance," Subsection G "Specific Use Permits," Paragraph 7 "Time Limit" of the Friendswood City Code to amend the process of maintaining the official zoning map and to amend the time limit criteria for Specific Use Permits.
- B. Consider an ordinance regarding proposed amendments to Appendix C "Zoning," Section 3 "Provision for official zoning map" and Section 9 "Administration and enforcement – Building permits and certificates of zoning compliance," Subsection G "Specific Use Permits," Paragraph 7 "Time Limit" of the Friendswood City Code to amend the process of maintaining the official zoning map and to amend the time limit criteria for Specific Use Permits.

10. TAX RATE FOR FISCAL YEAR 2024-25

- A. Conduct a public hearing regarding the City of Friendswood proposed tax rate for Fiscal Year 2024-2025.
- B. Consider an ordinance for first and final reading adopting and levying the ad valorem tax rate for maintenance and operation expenditures for the City of Friendswood's fiscal year commencing October 1, 2024, and ending September 30, 2025, and adopting and levying the ad valorem tax rate for debt service for the City of Friendswood's fiscal year commencing October 1, 2024, and ending September 30, 2025.
- C. Consider ratifying the property tax revenue reflected in the City of Friendswood's Budget for Fiscal Year 2024-2025, adopted on August 26, 2024.

11. CITY MANAGER'S REPORT

- A. Present an update on the Parks and Recreation's Taylor Swift Tribute Band Concert to be held on Friday, September 20, 2024.
- B. Present an update on the Friendswood Library's Taylor Swift Party to be held on Saturday, September 21, 2024.
- C. Present an update on debris operations from Hurricane Beryl.
- D. Recognize Deputy City Secretary Raquel Martinez for successfully completing the Texas Municipal Clerks Association (TMCA) Certification Program.

12. BUSINESS ITEMS

- A. Consider entering into a Fuel Partnership Agreement with Friendswood Independent School District for the City's use of FISD's Transportation Facility for the delivery and receipt of fuel products.
- B. Consider authorizing an agreement with Mansfield Oil Company of Gainesville, Inc., through OMNIA Partners utilizing the City of Fort Worth Contract No. 53315, for the purchase and delivery of diesel fuel and unleaded gasoline for vehicles owned by the City and the Friendswood Independent School District.
- C. Consider authorizing the Hobby School MPA Teaching "City Apprenticeship" Program Agreement with the University of Houston.

13. PROPOSED ORDINANCES & RESOLUTIONS

- A. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment X" and providing for supplemental appropriation and/or transfer of certain funds.
- B. Consider an ordinance on first reading renaming Mills Drive to Mills Lane.
- C. Consider an ordinance on first reading amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to add fees for Emergency Medical Service's patient medical records.

14. 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 casting the City of Friendswood's ballot for the election of members for Places 11-14 of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees for a six-year term.
- B. Consider authorizing a Memorandum of Renewal of the Fire and Rescue Services Agreement with the Friendswood Volunteer Fire Department for the first one-year extension term.
- C. Consider approving the Agreement for Medical Director between the City of Friendswood and Abel R. Longoria, M.D.
- D. Consider authorizing a license agreement with Friends of Downtown Friendswood, Inc., for a portion of 408 S Friendswood Drive to provide electrical service to the "Love Friendswood" art piece.
- E. Consider authorizing a Buyout License Agreement with David and LaRetta Henrickson for property located at 2 Earlham Drive.
- F. Consider authorizing the disposal of a decommissioned Police Department vehicle through EBlock Houston, formally Houston Auto Auction.
- G. Consider ratifying the City Manager's signature and authorizing a Regional Strategic Transportation Fund Interlocal Agreement for a transportation project regarding intersection improvements at FM 528 and Winding Way with Houston-Galveston Area Council.
- H. Consider ratifying the City Manager's signature and authorizing a Regional Strategic Transportation Fund Interlocal Agreement for a transportation project regarding striping to add a middle lane at the intersection of FM 528 and Sunset Drive with the Houston-Galveston Area Council.
- I. Consider ratifying the City Manager's signature and approving American Tower Corporation's alterations and tower modifications pertaining to its Generator Upgrade Project for the communication facility located at 1606 Whitaker Drive, Friendswood, Galveston County, Texas.
- J. Consider authorizing the Instructor Services Agreement with Christian Patierno for pickleball instructor service for children and adults at the tennis courts located in Stevenson Park.
- K. Consider a resolution amending Section 2 of Resolution No. R2024-13, which designated authorized signatories for contractual documents and documents for requesting funds pertaining to the Community Development Block Grant - Mitigation Program, to reflect that the Director of Administrative Services is now the Director of Finance.

- L. Consider the authorizing a contract with Star Services, Inc., for the purchase and installation of replacement HVAC equipment for the Animal Shelter through The Interlocal Purchasing System.
- M. Consider approving the ad valorem tax report for July 2024.
- N. Consider approving the minutes of the City Council Regular Meeting held on August 5, 2024.
- O. Consider approving the minutes of the City Council Special Meeting held on August 14, 2024.
- P. Consider approving the minutes of the City Council Joint Meeting held on August 26, 2024.

15. EXECUTIVE SESSION

- A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding *Johnson, et ux. v. Foreman, et al.*; Cause No. 24-CV-1392 in the 10th Judicial District Court, Galveston County, Texas.

16. 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
6th day of September 2024, at 2:00 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: September 9, 2024

Date submitted: 07/05/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive the Community & Economic Development Committee Annual Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive and discuss the Community and Economic Development Committee's report outlining their activities and achievements in the last year.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report.

ATTACHMENTS

- 1. CEDC 2024 ANNUAL REPORT

Community and Economic Development Committee Annual Report to City Council September 9, 2024

The following is the CEDC's 2024 Annual Report. The Community and Economic Development Committee has seven members that include Chair Susan Asimakis, Vice Chair Blaise Guzzetta, Pauline Moore, Andrea Trabanino, Kyle Winne, Judy Wiggins, Denise Spruiell and Scott MacKenzie. Liaisons include City Councilmember Sally Branson, Councilmember Brent Erenwert as alternate and City staff – Director of Community Development, Aubrey Harbin and Deputy City Manager, Steven Rhea.

The CEDC's mission statement: ***To champion a vibrant and competitive economy by providing leadership and resources for business attraction, retention, and expansion to enhance the quality of life.***

The CEDC held nine regular meetings this past year along with numerous workshops and small business collaboration meetings, with all meetings being held in person. The principal objective of the group has been to develop an economic development and business retention strategy as identified in the CEDC Strategic Plan.

The following are some of the 2023-2024 highlights.

- The group completed the formation of the marketing messages and hosted the second collaboration meeting with the Chamber of Commerce, FDEDC and FDFA to present the updates. The marketing messaging was also presented to the City Council and is now available for our elected officials, city staff and community partners to use.
- The CEDC invited community members from the Chamber of Commerce, Rotary, Friends of Downtown Friendswood and the Small Business Development Center to partner in planning events during National Small Business Week.
- Small Business Week planning culminated in a week-long series of events across the city. Educational and networking events were well attended and began with a kick-off at Summer Moon Coffee with a proclamation from Mayor Foreman and closed out the week with a Grande Finale celebration hosted by the Chamber of Commerce.

The group sincerely thanks our City Council liaison Sally Branson, and City Council alternate liaison Brent Erenwert for attending the meetings. In conclusion, it is the CEDC's privilege to serve in the capacity of an economic development advisory committee to City Council. Thank you.



Monday April 29th: 8-10am
Activities All Week! - [Google Sign Up Form](#)



Kick-Off & City Proclamation @ Summer Moon
1765 S Friendswood Dr Ste 101
Friendswood, TX 77546
locations.summermooncoffee.com
832-569-5791



Complimentary Coffee
Sponsored by **Frost Bank!**



Friendswood
Chamber of Commerce



Tuesday April 30th: 3-5pm Ask The Experts



Friendswood Activity Center
416 Morningside Drive
Friendswood, TX 77546
www.ci.friendswood.tx.us/479/Activity-Building
281-482-8441



SIGN UP

Complimentary 10min Q&A with Participating Experts
<https://www.signupgenius.com/go/5080C49A9AA2EAAFE3-49177264-askthe#/>



Amy Reid, Director
Galveston County Small Business
Development Center
Business Development



Scott R. Dayton, Attorney
The Dayton Law firm, PLLC
Legal Insight
Informative, Non-Binding



Scott MacKenzie, Senior Commercial
Relationship Manager
Home Bank
Business Finance



Aubrey Harbin, Director of
Community Development
City of Friendswood
City Permitting



Judy Wiggins, Owner
Judy Wiggins Allstate Insurance Agency
Commercial & Residential Insurance



Harris Hanson, Financial Advisor
Texas Family Wealth
Finance and Money Management



Robin Hall, Owner
VARC
Accounting Solutions



Blaise Guzzetta, Owner
Guzzetta Benefit Services
Employee Benefits



Shannon Sims, Tax Manager
Ham, Langston & Brezina, LLP
Tax, Audit, and Advisory Services



Scott Lawrence, Owner
Enhanced Image Construction
Commercial Construction





Small Business

friendswood.com/small_business_week

Week

April 28 - May 4

JOIN US!

Wednesday May 1st: 12pm

RSVP Today

60 Spaces Available



Rotary



Friendswood Rotary Luncheon

Hope Lutheran Church

1804 S Friendswood Dr.

Friendswood, TX 77546

\$20 per plate - Check or Cash Only



Keynote Speaker Brian Freedman, President

Bay Area Houston Economic Partnership



COMMUNITY ECONOMIC
DEVELOPMENT COMMITTEE

Rotary



SBDC
SMALL BUSINESS DEVELOPMENT CENTER



Friendswood
Chamber of Commerce



Small Business

friendswood.com/small_business_week

Week

April 28 - May 4

JOIN US!

Thursday May 2nd: 4-6pm

Presentations @ Friendswood City Hall

910 S Friendswood Dr, Friendswood, TX 77546



Please Sign Up
[Google Sign Up Form](#)



4 - 6PM

Professional Headshot Photography

DC Stanley Photography - \$45 Session

REGISTER WITH DC STANLEY

<https://www.signupgenius.com/go/10COB4BA9AD22A0FAC16-48915526-headshot>



4 - 4:45PM

Boost your Employee's Development & Experience

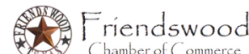
Brandon Kinsey, Co-founder
Kinsey Management



5 - 5:45PM

Secret Sauce to Successful Marketing

Sara Peters, Marketing Consultant, SPeters & Co.
Kari Joe Woodling, Marketing Consultant, NRL Mortgage
Shanna Kirkpatrick, Owner, Chara Dance Academy





Small Business

friendswood.com/small_business_week

Week

April 28 - May 4

JOIN US!

Friday May 3rd:



11AM - 12PM @ DC Stanley

Professional Headshot Photography

DC Stanley Photography - \$45 Session

316 Morningside Dr, Friendswood, TX 77546

REGISTER WITH DC STANLEY



<https://www.signupgenius.com/go/10C0B4BA9AD22A0FAC16-48940242-45headshot>



3 - 5PM Behind The Scenes Tour

Friendswood Frame & Gallery

150 S Friendswood Dr.

Friendswood, TX 77546

Google Sign Up Form



Grand Finale

Friendswood Chamber of Commerce

5-7pm

1100 S. Friendswood Dr.

Friendswood, TX 77546

Sponsored By:



SIGN UP



**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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Date requested for City Council consideration: September 9, 2024

Date submitted: 07/05/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive the Friendswood Downtown Economic Development Corporation Annual Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive and discuss the Friendswood Downtown Economic Development Corporation's report outlining their activities and achievements in the last year.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report.

ATTACHMENTS

- 1. 2024 FDEDC Report

Friendswood Downtown Economic Development Corporation (FDEDC)
Annual Report to City Council
September 09, 2024

In August 2016, City Council appointed a seven-member Board of Directors to the Friendswood Downtown Economic Development Corporation which includes President Rebecca Hillenburg, Vice President Elmer (Bubba) Johnson, Secretary/Treasurer Paul Marx, Ron Cox, Dr. Pat McGinnis, Arden "Trey" Hill, and Alton Todd.

The vision statement of the FDEDC is: *Downtown Friendswood! A family-friendly destination with beautiful streetscapes and unique businesses. The mission of the FDEDC is to: 1. Communicate and engage with our citizens; 2. Make well-planned and strategic recommendations (to City Council) regarding improvements to the Downtown District; and 3. Exercise our fiduciary responsibilities to our taxpayers.*

Since last year's annual report to City Council, the Board has held six meetings with the two staff liaisons, Community Development Director Aubrey Harbin and Deputy City Manager Steven Rhea.

This is a summary of the Board's activities to date. In 2024, the Texas Department of Transportation sidewalk, curb ramps and mast arms project continued construction on punch-list items. All new traffic signals and pedestrian crossings are operational and the sidewalks have been installed. TxDOT has completed their final inspections and deemed the project complete.

The Downtown lighting project continues its progress as Pfeiffer and Son. Ltd. have installed conduit, electrical services and meter cabinets to serve the new lighting. Approximately half of the light poles have been installed with some progress being interrupted by the need for additional easements due to construction constraints and also by inclement weather. At present time the contractor is scheduled to begin working on pole foundation installations in the coming weeks.

Looking to the future, the FDEDC has begun workshops on potential projects for downtown. These include removing overhead communication lines and working with utility companies discuss the removal of power poles.

Attached to this report is the most recent yearly budget prepared by the City which estimates the fiscal year 2023-2024 end fund balance totaling \$2,088,058. The projected revenue for the next fiscal year is \$883,189 which includes sales tax and interest. The projected end of fiscal year 2024-2025 fund balance is \$2,953,247 after expenditures.

In closing, the Board appreciates City Council's support and looks forward to overseeing FDEDC's completion of the ongoing and upcoming projects as well as planning for future projects that will benefit Downtown Friendswood.

FRIENDSWOOD DOWNTOWN ECONOMIC DEVELOPMENT CORPORATION (FDEDC)

FUND 175

FY 2024-2025 PROPOSED BUDGET

DRAFT COPY FOR 09/10/24 FDEDC MEETING

Account	Account Name	FY25 PROPOSED BUDGET
REVENUE		
175-0000-31310	SALES TAX	\$774,327
175-0000-36180	INTEREST	108,862
TOTAL REVENUE:		<u>\$883,189</u>
 EXPENDITURES		
SERVICES		
175-0303-419.5550	ADMINISTRATIVE EXPENSES	\$2,000 *
175-7001-419.8120	CAPITAL IMPROVEMENTS	0 **
SERVICES Totals:		<u>\$2,000</u>
 OTHER		
175-9002-491.9110	TRANSFER TO GENERAL FUND (CITY STAFF SERVICES)	\$16,000
OTHER Totals:		<u>\$16,000</u>
TOTAL EXPENDITURES:		<u>\$18,000</u>
INCREASE (DECREASE) IN FUND BALANCE		<u>\$865,189</u>
BEGINNING FUND BALANCE (UNAUDITED ESTIMATED YEAR END BALANCE @ 9/30/24)		<u>\$2,088,058</u>
ENDING FUND BALANCE (PROJECTED FOR YEAR END @ 9/30/25)		<u><u>\$2,953,247</u></u>

***ADMINISTRATIVE EXPENSES**

Projected program/project related administrative expenses such as meeting supplies, public notices, printing, etc.

****PROJECT EXPENDITURES ARE SUBJECT TO PUBLIC HEARING AND FRIENDSWOOD CITY COUNCIL APPROVAL.**

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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Date requested for City Council consideration: September 9, 2024

Date submitted: 07/05/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive the West Ranch Management District's Annual Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive the West Ranch Management District's Annual Report.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Receive report.

ATTACHMENTS

- 1. WRMD 2024

WEST RANCH MANAGEMENT DISTRICT

CITY OF FRIENDSWOOD MAYOR AND CITY COUNCIL UPDATE
SEPTEMBER 2024

BOARD MEMBERS

BRIAN GIBSON – PRESIDENT

SAWYER BLACKBURN – VP & ASST. SECRETARY

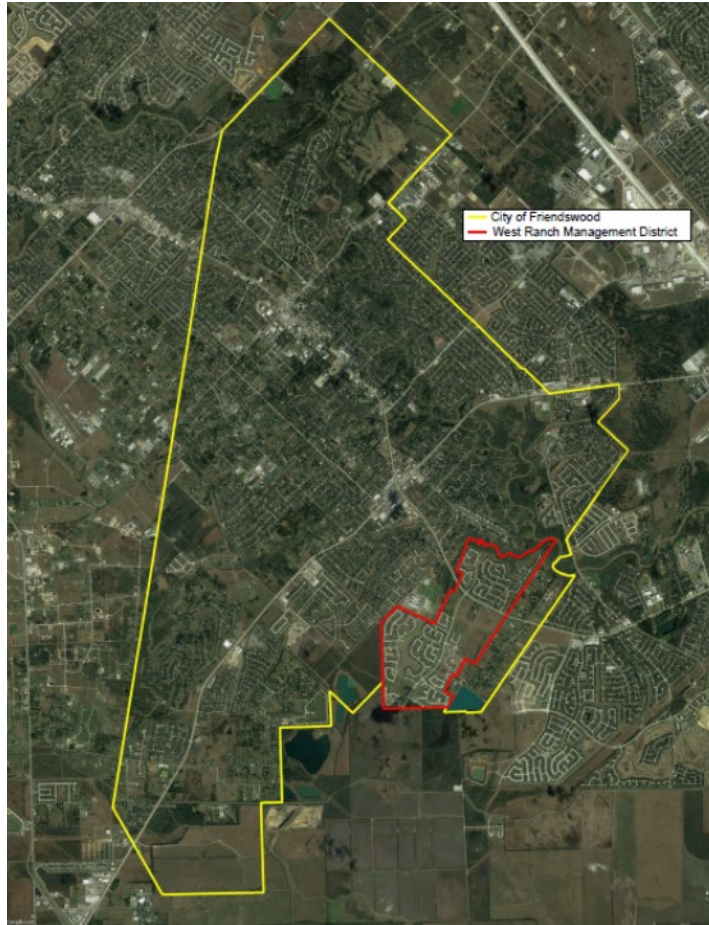
DOUG KONOPKA – SECRETARY

REID WISEMAN – DIRECTOR

DENNIS BARBER – DIRECTOR

West Ranch

766 Acres



West Ranch Development Update

- Residential development is complete
- Only commercial tracts remain to be developed
- Cline Elementary School is complete
- The West Ranch HOA owns most of the greenspace around the roads and recreation centers
- WRMD still owns and manages the property next to Chigger Creek, Clear Creek, and the detention ponds



West Ranch Management District Assessed Valuation and Tax Rate History

<u>Year</u>	<u>Taxable Value</u>	<u>I & S Rate</u>	<u>I & S Levy</u>	<u>M & O Rate</u>	<u>M & O Levy</u>	<u>Road Rate</u>	<u>Road Levy</u>	<u>Total Tax Rate</u>
2023	820,260,560	0.14500	1,189,377.81	0.08000	656,208.45	0.02000	164,052.11	0.24500
2022	752,972,012	0.16500	1,242,403.82	0.11000	828,269.21	0.02500	188,243.00	0.30000
2021	696,903,531	0.17500	1,219,581.18	0.12000	836,284.24	0.03500	243,916.24	0.33000
2020	647,984,173	0.20500	1,328,367.55	0.17000	1,101,573.09	0.05500	356,391.30	0.43000
2019	580,192,517	0.24500	1,421,471.67	0.14000	812,269.52	0.06500	377,125.14	0.45000
2018	520,295,039	0.28000	1,456,826.11	0.10000	520,295.04	0.07000	364,206.53	0.45000
2017	457,360,969	0.31000	1,417,819.00	0.11000	503,097.07	0.08000	365,888.78	0.50000
2016	393,901,367	0.36000	1,418,044.92	0.09000	354,511.23	0.10000	393,901.37	0.55000
2015	330,369,753	0.39000	1,288,442.04	0.15000	495,554.63	0.11000	363,406.73	0.65000
2014	254,366,544	0.34000	864,846.25	0.16000	406,986.47	0.15000	381,549.82	0.65000
2013	202,447,173	0.38000	769,299.26	0.15000	303,670.76	0.12000	242,936.61	0.65000
2012	155,712,544	0.47000	731,848.96	0.10000	155,712.54	0.08000	124,570.04	0.65000
2011	116,386,954	0.38000	442,270.43	0.17000	197,857.82	0.10000	116,386.95	0.65000
2010	93,034,773	0.00000	0.00	0.65000	604,726.02	0.00000	0.00	0.65000
2009	74,254,124	0.00000	0.00	0.65000	482,651.81	0.00000	0.00	0.65000
2008	47,663,107	0.00000	0.00	0.65000	309,810.20	0.00000	0.00	0.65000
2007	11,485,060	0.00000	0.00	0.65000	74,652.89	0.00000	0.00	0.65000
2006	6,239,320	0.00000	0.00	0.65000	40,555.58	0.00000	0.00	0.65000
2005	3,600,530	0.00000	0.00	0.65000	23,403.45	0.00000	0.00	0.65000

West Ranch Management District Ongoing Drainage Maintenance Update

information provided by Jeff Safe of BGE, Inc.

- WRMD continues to use Storm Water Solutions (SWS) to perform quarterly inspections of all WRMD owned and operated drainage and detention facilities.
 - SWS and the District's engineer use these inspections to prioritize their recommendations for monitoring or addressing facility needs.
- Over the past 5 years, WRMD has spent approximately \$160,000, over and above routine mowing, on drainage maintenance and rehab (i.e. desilting of channels, removal of vegetation and overgrowth, erosion repair, structural outfall repair, etc.) to ensure that all drainage and detention facilities are in good working condition and function as originally designed.
- WRMD recognizes the importance and critical nature of a properly functioning and well-maintained drainage system and is fully committed to continuing its proactive monitoring and maintenance program.

West Ranch Management District

Joint Projects with HOA

- Working with the West Ranch HOA to improve common areas.
 - District has engaged a Landscape Architect to start design process.
- Funded installation of Flock safety cameras in the District.
 - Friendswood Police Department recently caught a suspect in a string of vehicle burglaries due in part to District cameras.
- Replaced benches and trash receptacles throughout District.
- Increased maintenance of District Reserves along Chigger Creek.

West Ranch Management District

Goals and Objectives

- The Board of Directors remains focused on lowering West Ranch homeowner costs, identifying sensible opportunities to pay off existing bonds, and the prudent management of district property.
- Friendswood Development Company is still seeking a potential town center developer for the commercial property.
 - 45 +/- acres of commercial development remains near the intersection of FM 518 and West Boulevard.
 - 13 +/- acres of commercial property remains near the intersection of West Boulevard and Friendswood Parkway.

West Ranch Management District

Any Questions?

Contact West Ranch Management District:

WRM000@txdistricts.info

West Ranch Management District
c/o Allen Boone Humphries Robinson
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

**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: September 9, 2024

Date submitted: 08/29/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Receive the Friendswood Property Tax and Court Collection Report.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Attached is the City's annual report of the progress of delinquent tax, municipal fine and fee, and utility account collection efforts, as submitted by the City's auditors, Perdue Brandon Feilder Collins & Motts LLP.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Awareness of the City's financial well being.

RECOMMENDATIONS

Receive report.

ATTACHMENTS

- 1. Property Tax and Court Collection Report to City of Friendswood - September 2024



COLLECTION REPORT TO THE CITY OF FRIENDSWOOD

Submitted by: *Michael J. Darlow*
September 2024
www.pbfcml.com

August 26, 2024

Honorable Mike Foreman
Mayor, City of Friendswood
Members of the City Council
910 S. Friendswood Dr.
Friendswood, Texas 77546

RE: Delinquent Tax and Fine & Fee Report

Dear Mayor Foreman and Council Members:

Thank you for this opportunity to report on the progress of our delinquent tax and municipal fine and fee collection efforts on behalf of the City of Friendswood.

TAX COLLECTION ACTIVITY

Based upon the tax office reports, as of July 1, 2024, the total amount of outstanding base taxes due through the 2023 tax year was \$661,227. Of that amount, the 2023 tax year balance was \$440,958. It should also be noted that over \$136,558 of the delinquent taxes owed involved accounts with over 65 deferrals and cannot be collected at this time. In general, our activities consist of several legal and quasi-legal efforts that are designed to produce payment from the individuals and companies owing delinquent taxes to the City. These efforts include mailing demand letters, lawsuits, tax sales, tax resales, seizures, address research, title research on real property and individual contact with your taxpayer's and lienholders.

I have enclosed graphs detailing our collection results for the 2018 - 2022 tax years, a 2023 pie chart showing how much was collected thru June 2024 and pie charts reflecting the status of the delinquent accounts by the breakdown of taxes by year and by status.

FINE AND FEE COLLECTION ACTIVITY

Regarding our fine and fee collections, historically \$10,644,586 has been turned over to us to collect. Based upon our records we have collected \$8,780,615 (\$4,293,133 in cash and \$4,487,482 in non-cash resolution) for a total liquidation rate of 82.49%. I have attached a chart giving you a snapshot of how much money was released to our firm to collect, our collection results to date, how many notices we have sent and addresses and phone numbers we have corrected, along with the number of contacts we have made. Additionally, we have attached three maps detailing the location of debtors in the Gulf Coast area and nationwide.

In the time we have been representing the City, we have developed a positive working relationship with your court and city staff. Together, we have made steady progress, and the City has been the beneficiary of this additional revenue.

If you need additional information or explanation, please let me know.

Very Truly Yours,

A handwritten signature in blue ink that reads "Michael J. Darlow". The signature is written in a cursive, flowing style.

Michael J. Darlow

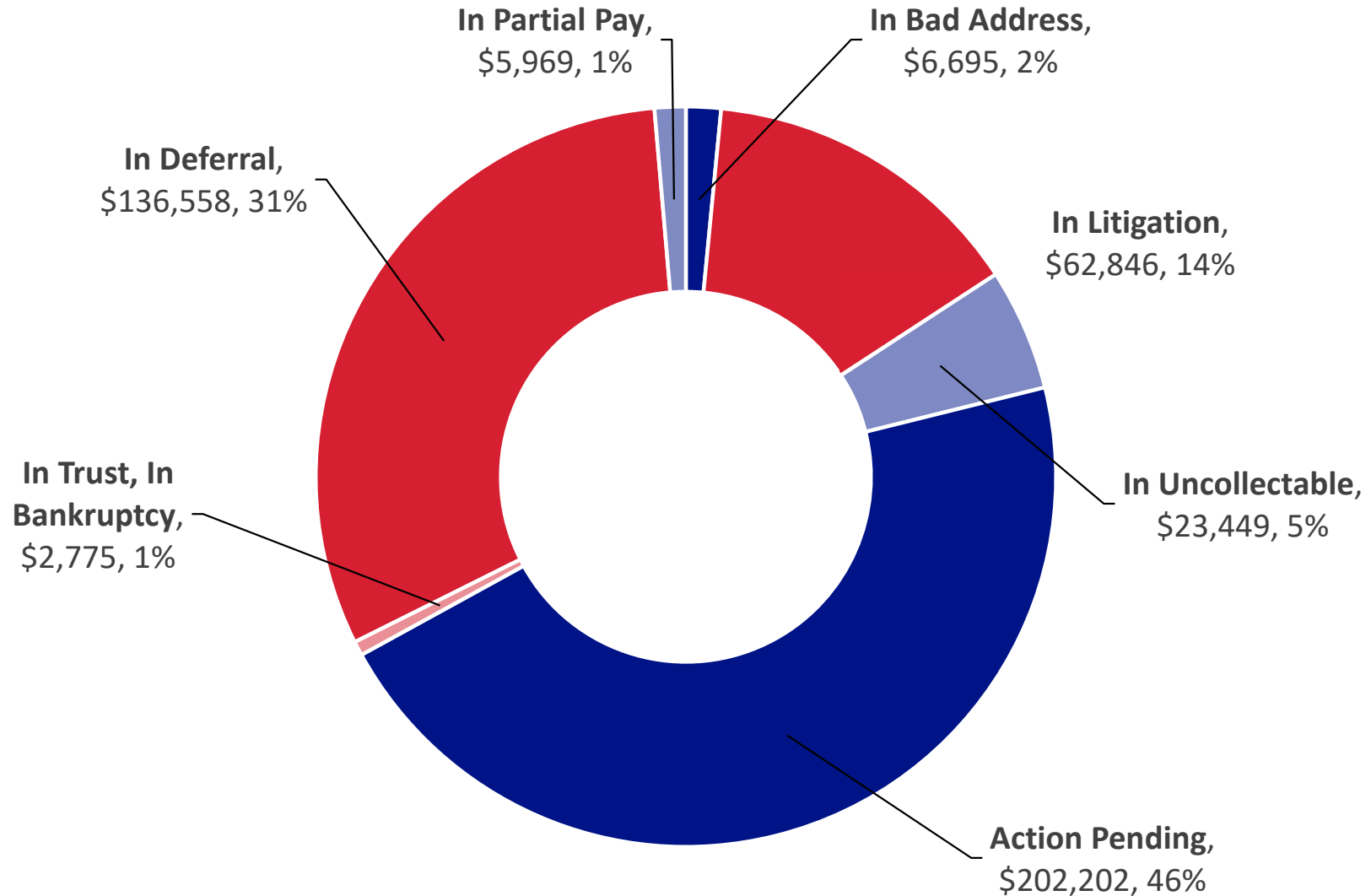
MJD/ras

Enclosure (s)



ACCOUNT BREAKDOWN CHART FOR CITY OF FRIENDSWOOD

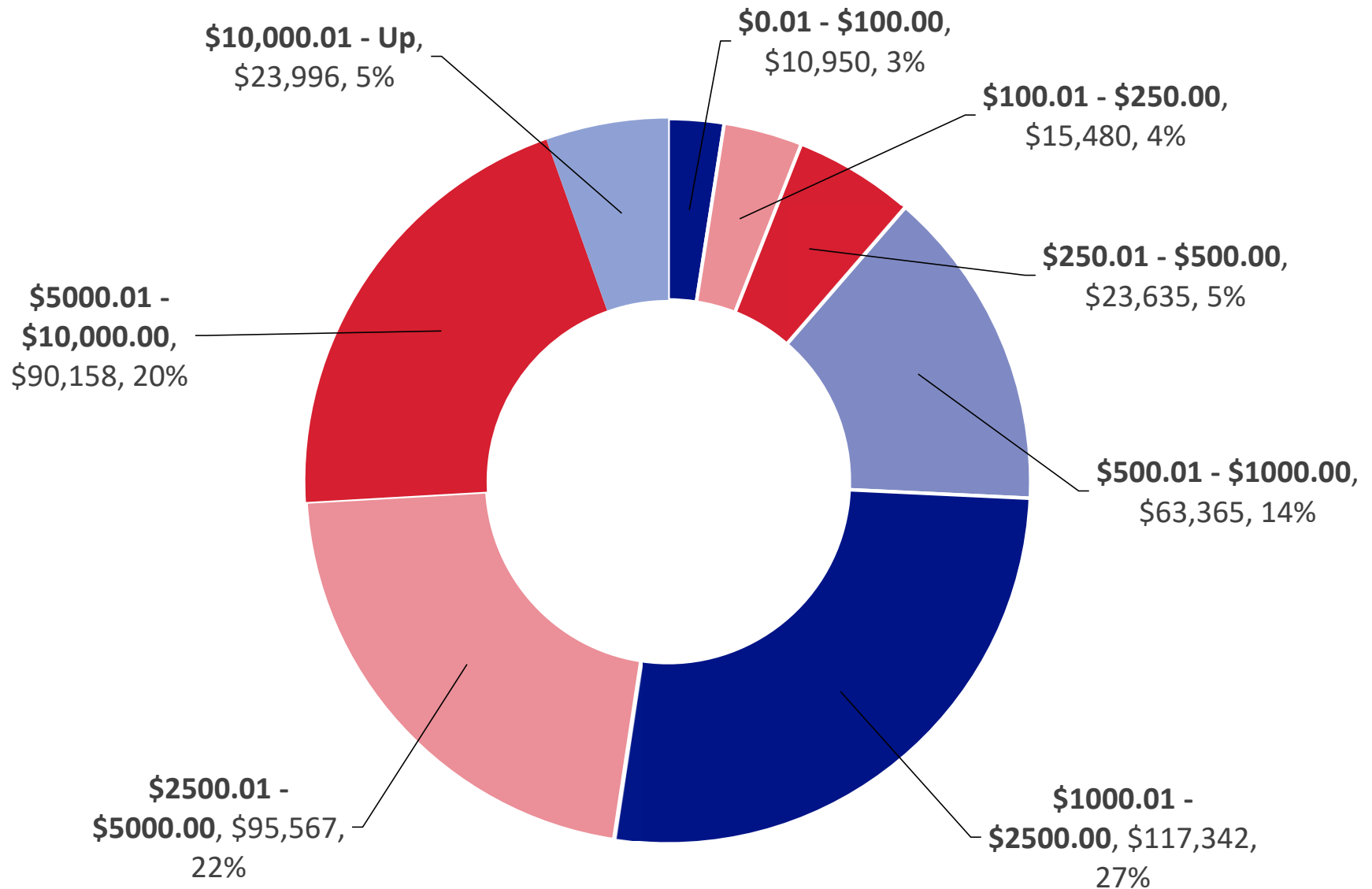
As of 8/8/2024 - Total Base Tax: \$440,493





DOLLAR RANGE CHART FOR CITY OF FRIENDSWOOD

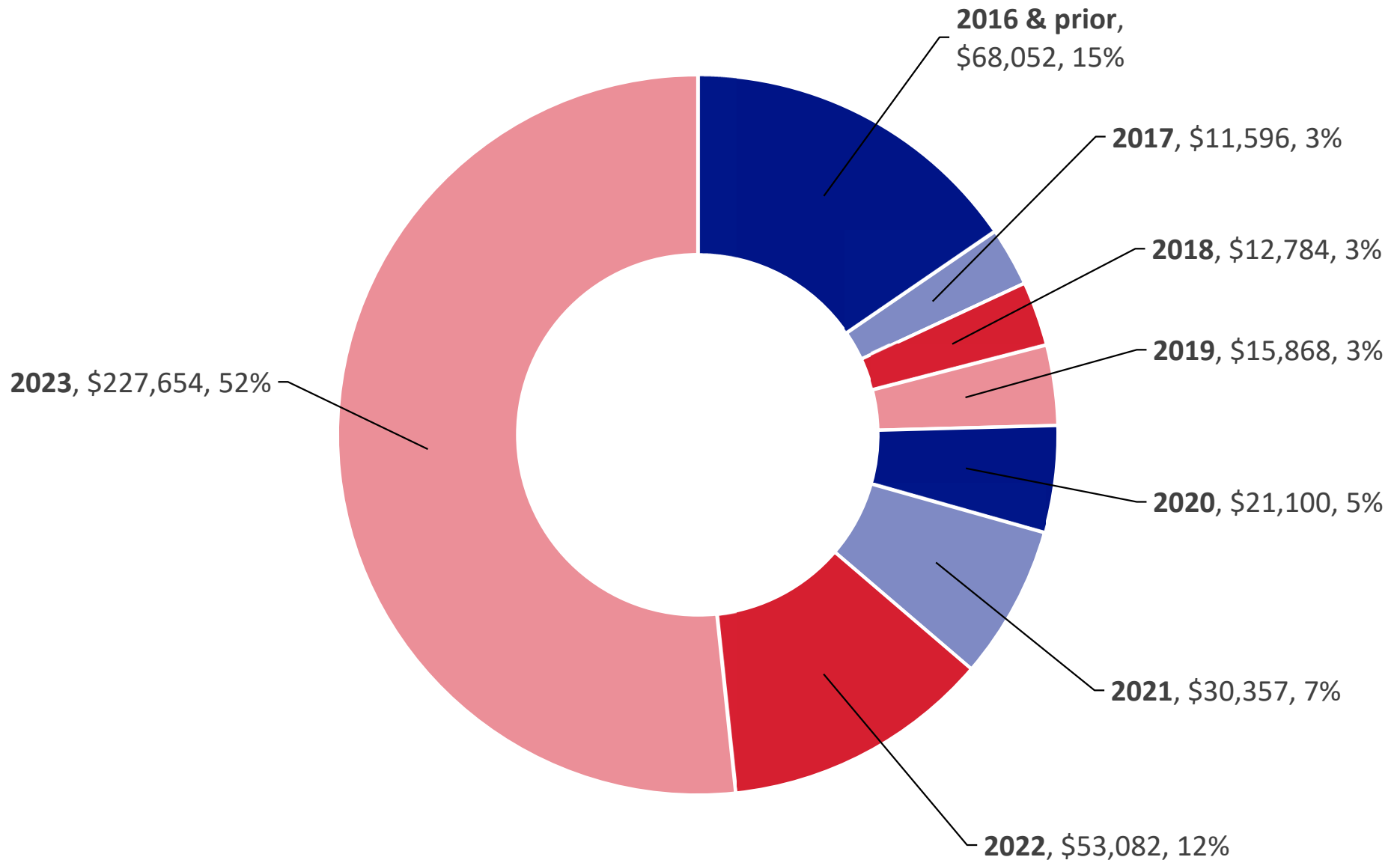
As of 8/8/2024 - Total Base Tax: \$440,493





TAX YEAR CHART FOR CITY OF FRIENDSWOOD

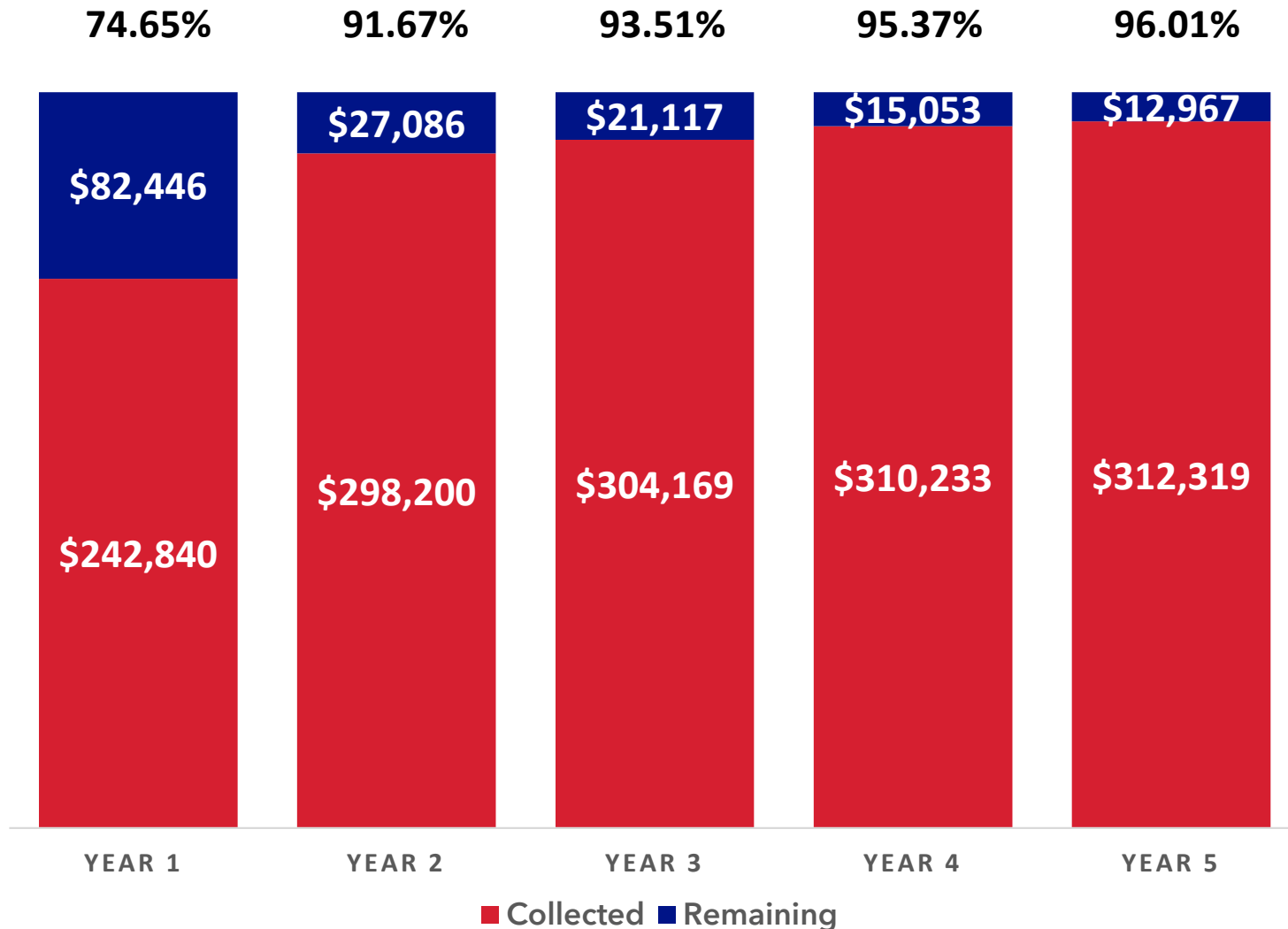
As of 8/8/2024 - Total Base Tax: \$440,493





2018 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

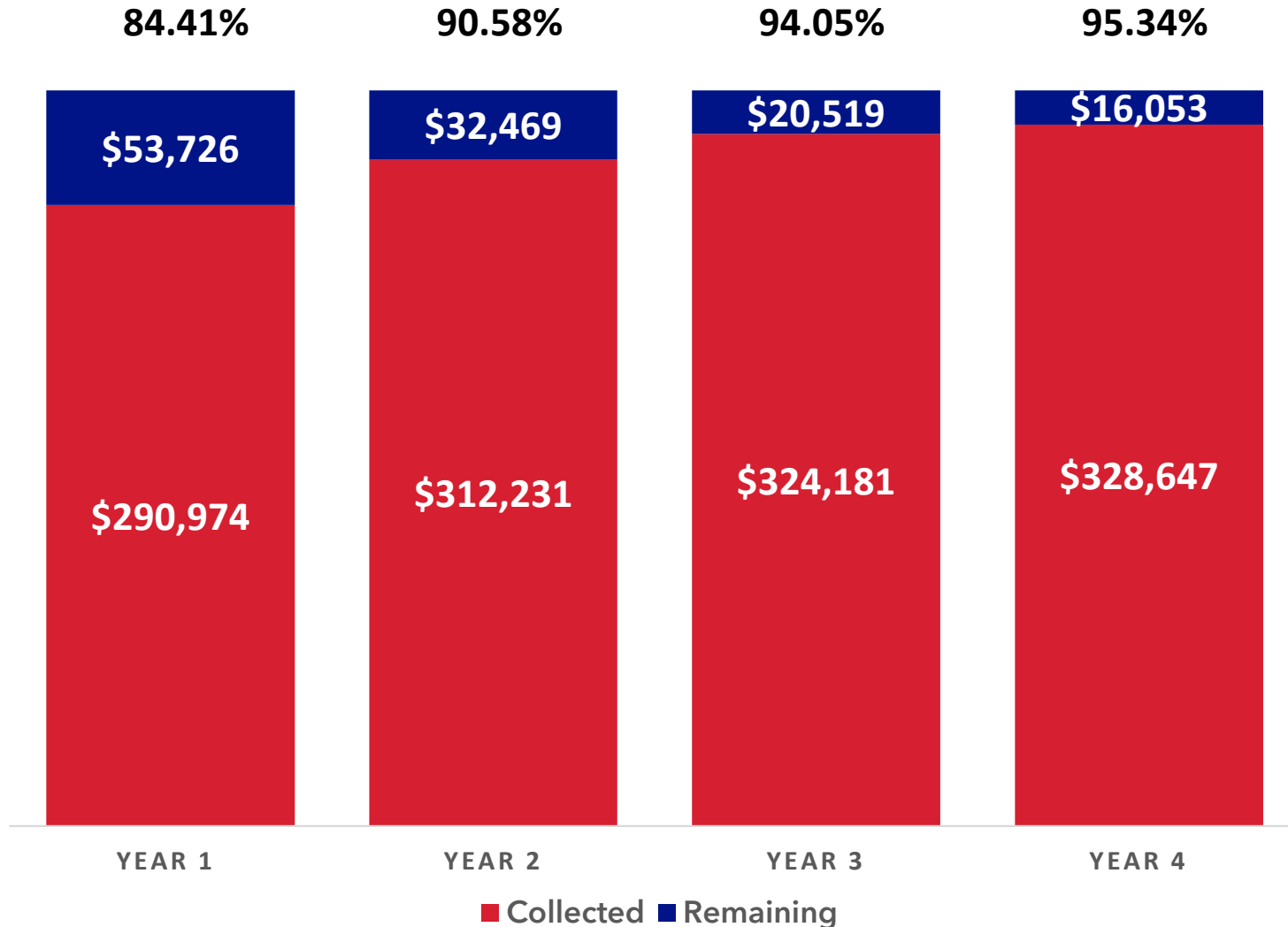
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$325,286





2019 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

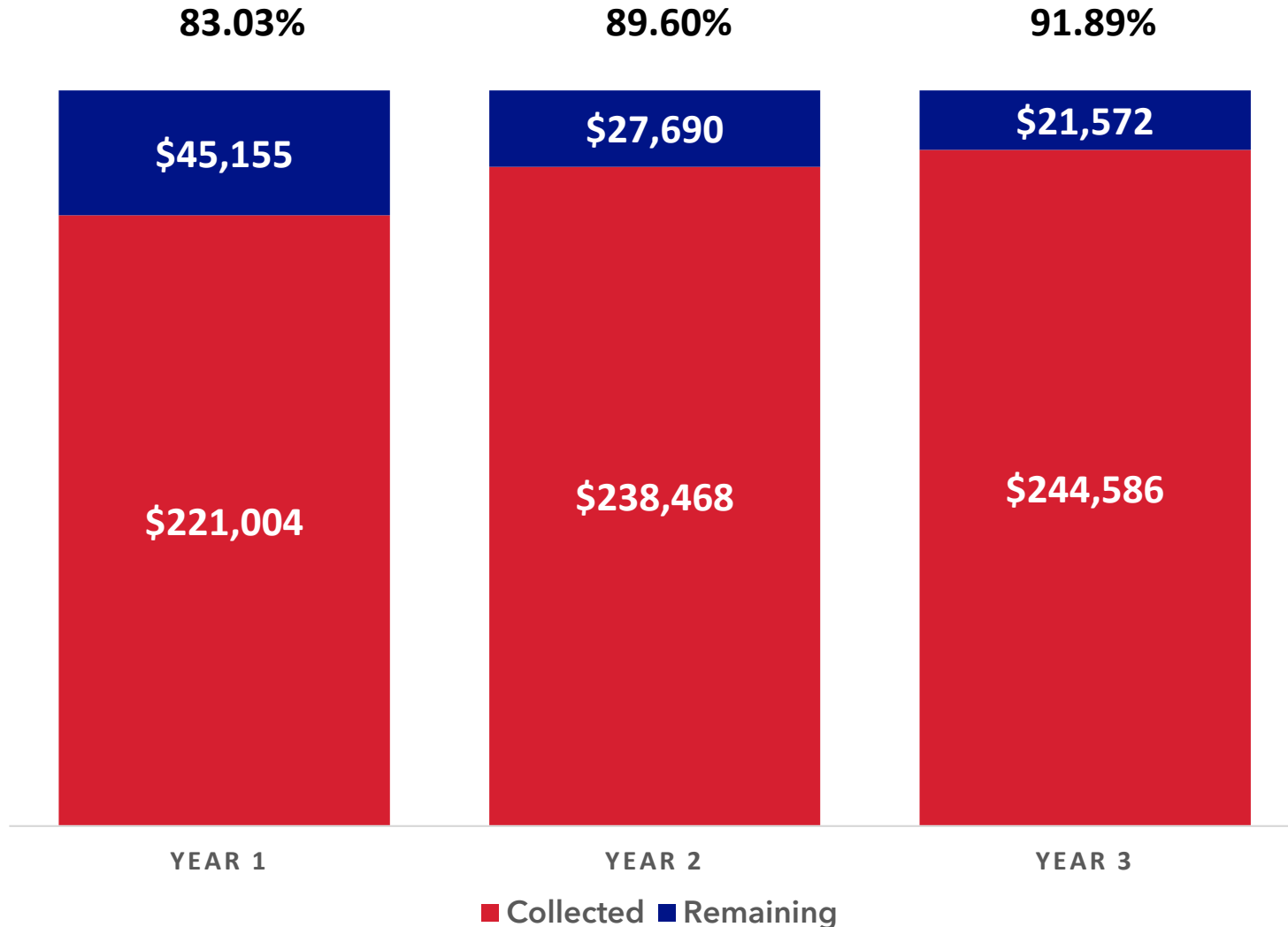
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$344,700





2020 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

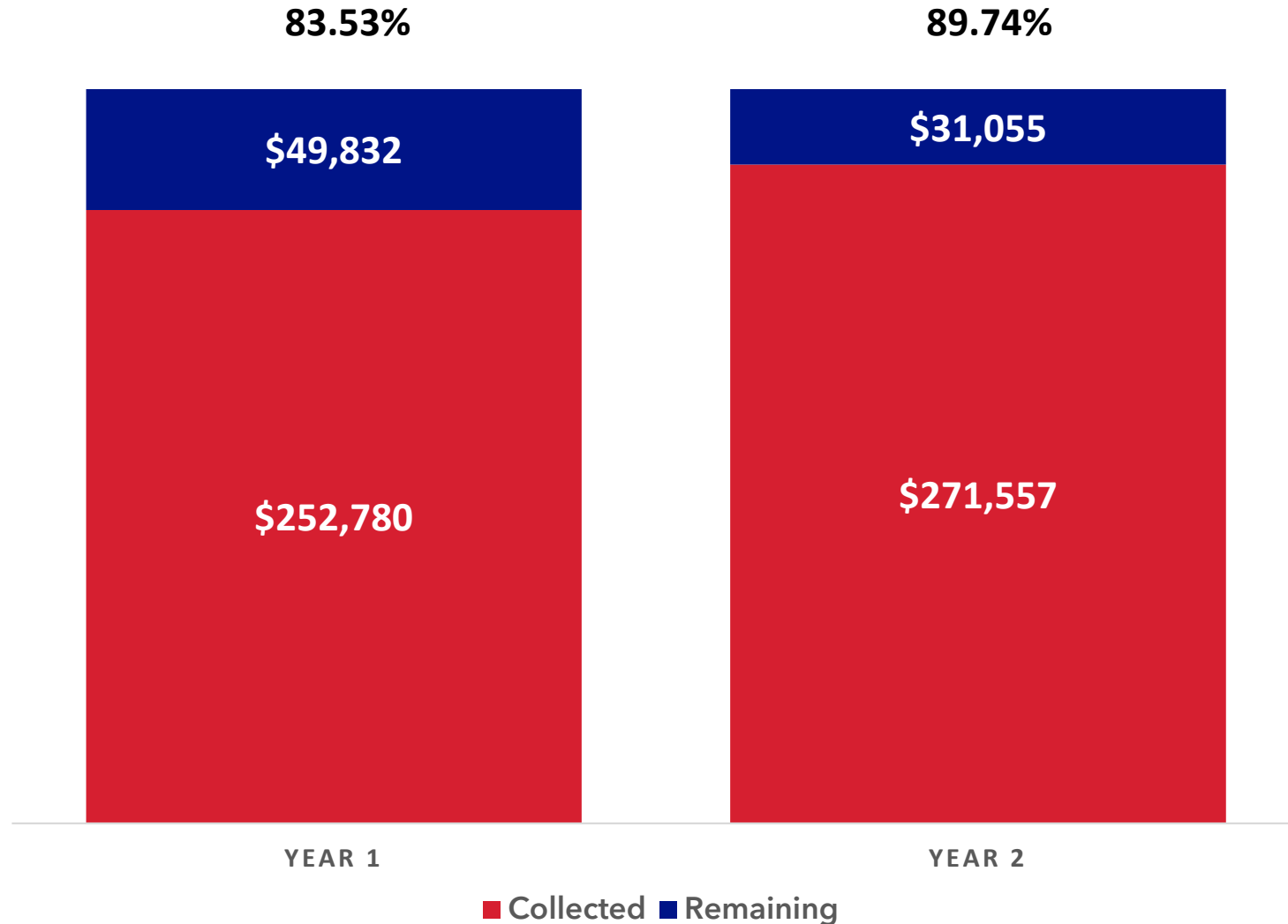
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$266,158





2021 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$302,612





2022 PERCENTAGE OF COLLECTION FOR CITY OF FRIENDSWOOD

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$380,093

85.40%

\$55,493

\$324,600

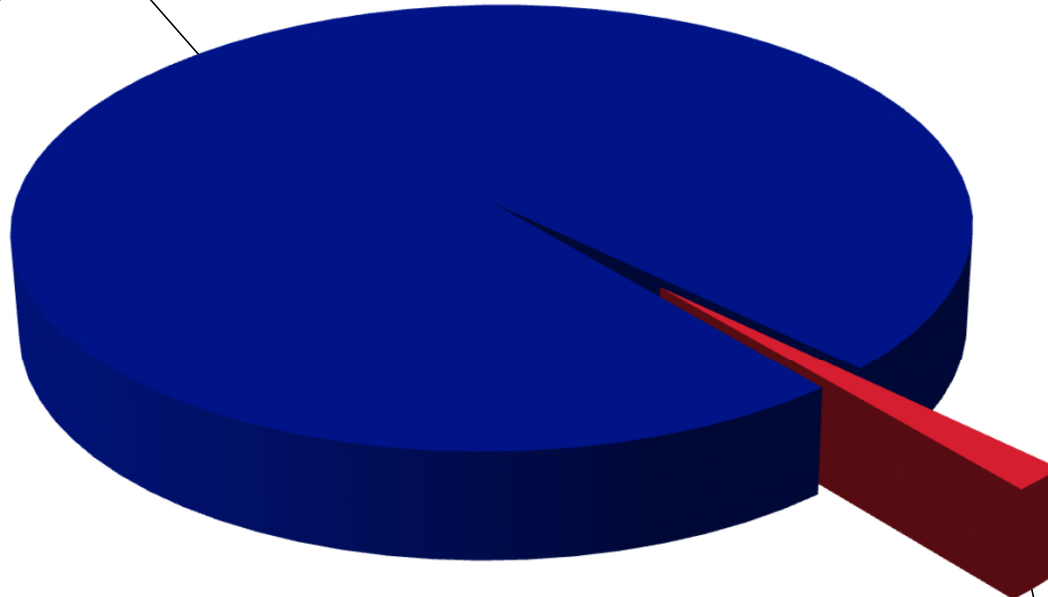
YEAR 1

■ Collected ■ Remaining

2023 Tax Year BASE TURNOVER CHART FOR CITY OF FRIENDSWOOD

Total 2023 Levy: \$25,809,808 *Amounts Provided by the Galveston County Tax Office

Base Tax Collected
\$25,368,850
98.29%



Base Tax Remaining
\$440,958
1.71%

Total Levy	Base Tax Collected as of June 30, 2024	Base Tax Remaining as of June 30, 2024
\$25,809,808	\$25,368,850	\$440,958
	98.29%	1.71%

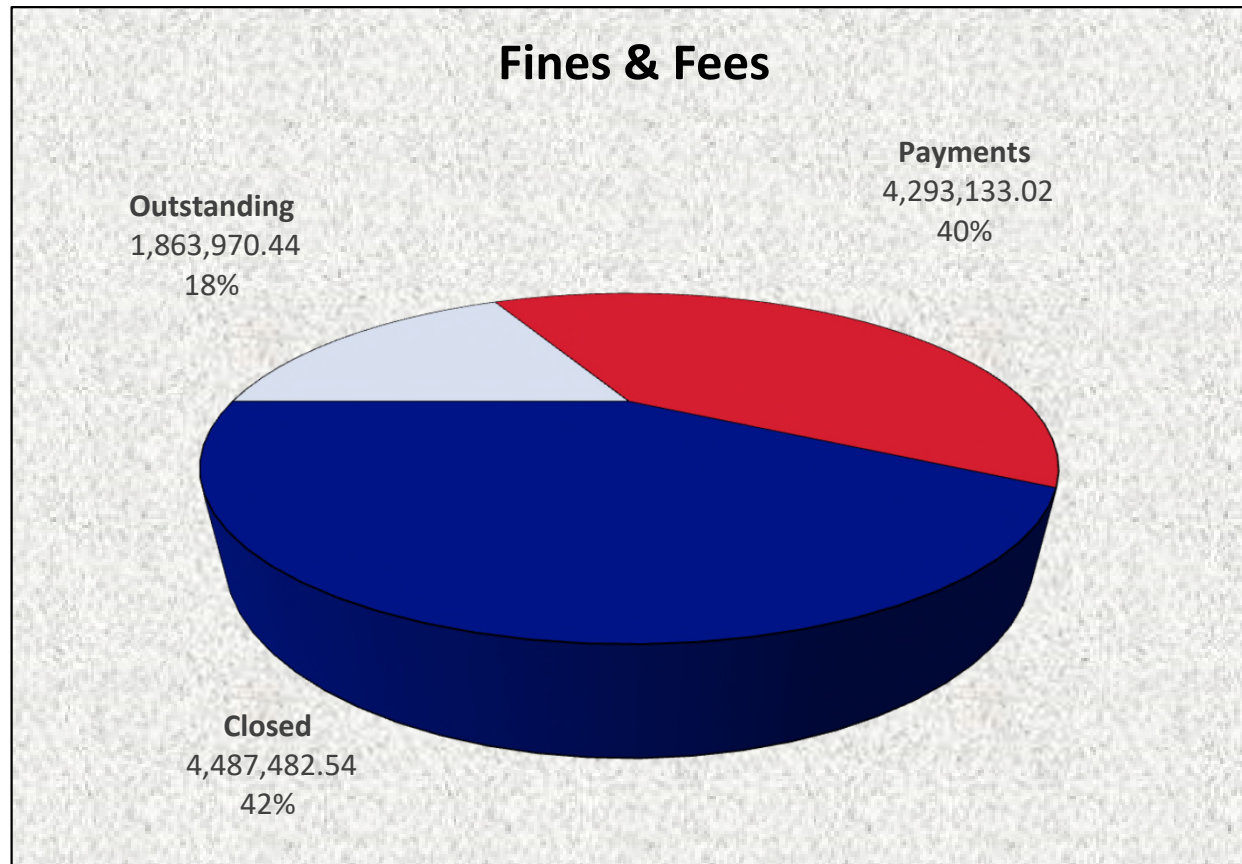


FINE & FEE COLLECTION REPORT

AS OF AUGUST 23, 2024

FOR THE CITY OF FRIENDSWOOD

Total Turnover		Payments and/or Partial Payments			Dismissed/Cleared			Total \$ % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts
\$	#	\$	#	% of \$	\$	#	% of \$					
10,644,586.00	21,784	4,293,133.02	14,562	40.33%	4,487,482.54	12,575	42.16%	82.49%	14,488	82,557	13,454	26,209



TOP 10 ACCOUNTS BY ZIP CODE FOR THE CITY OF FRIENDSWOOD

1

77511 - \$93128.02(128)

2

77546 - \$62823.20(100)

3

77089 - \$40713.64(54)

4

77598 - \$33844.94(53)

5

77573 - \$42877.80(49)

6

77075 - \$35773.63(47)

7

77539 - \$34860.00(43)

8

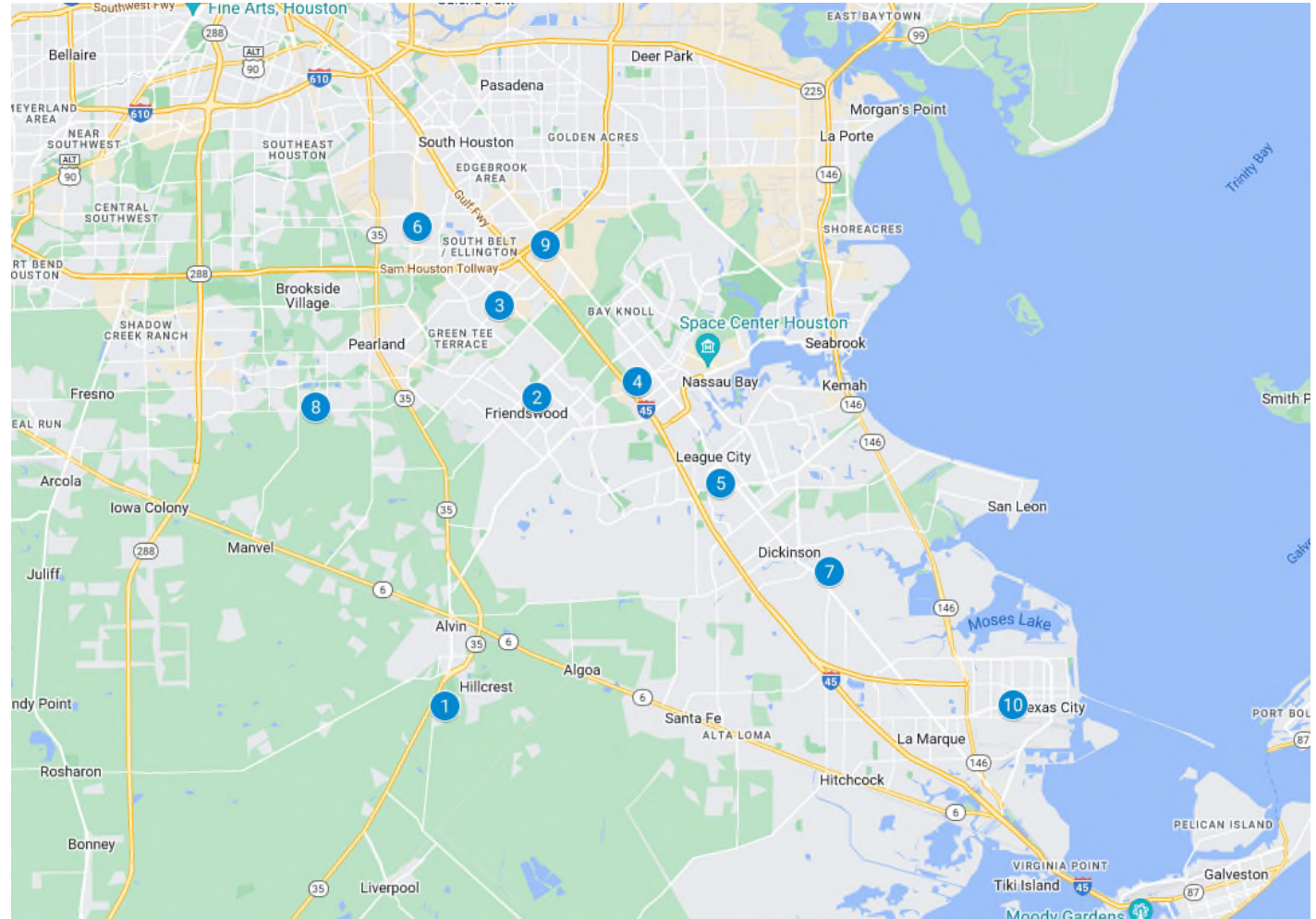
77584 - \$27392.12(36)

9

77034 - \$24772.10(35)

10

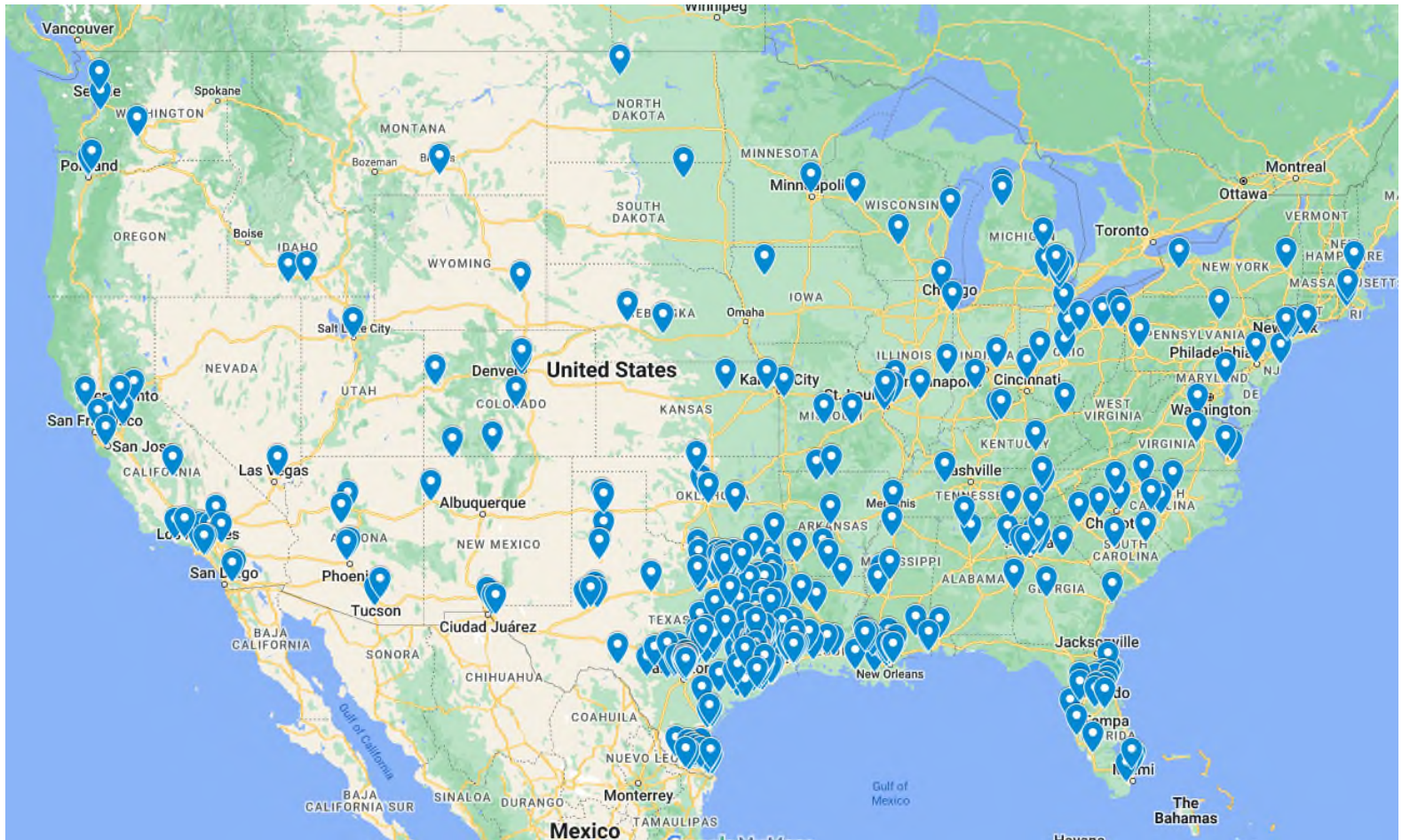
77590 - \$29397.00(35)





ALL ACCOUNTS FOR THE CITY OF FRIENDSWOOD


All items



**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: September 9, 2024

Date submitted: 07/05/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

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

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Council will be given an update on the City's latest efforts in drainage. Projects covered will include those in progress and those in the planning stages.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None.

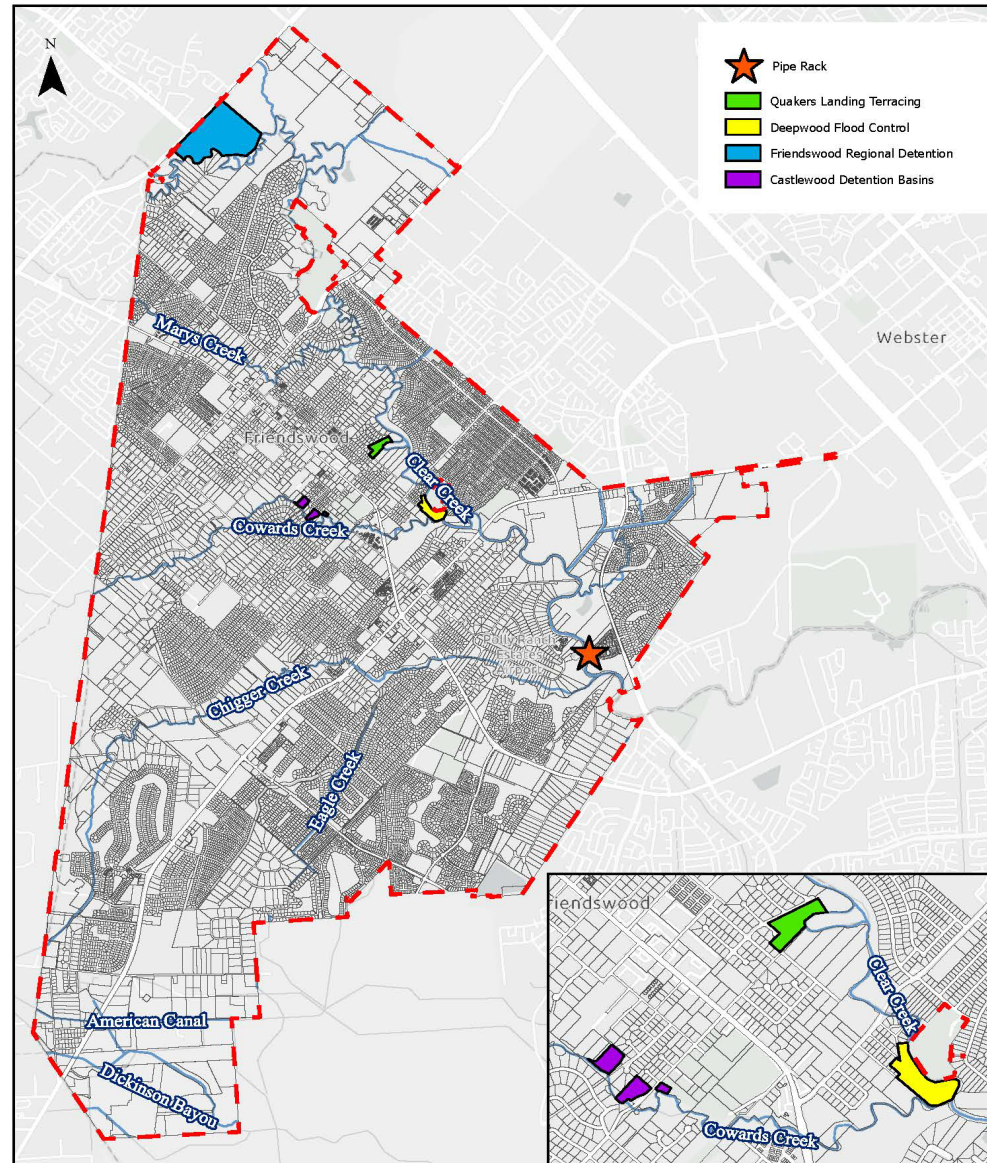
ATTACHMENTS

- 1. September 2024 Drainage Update

CITY OF FRIENDSWOOD

September 2024 Drainage Update
Marua Blackburn – Graduate Engineer



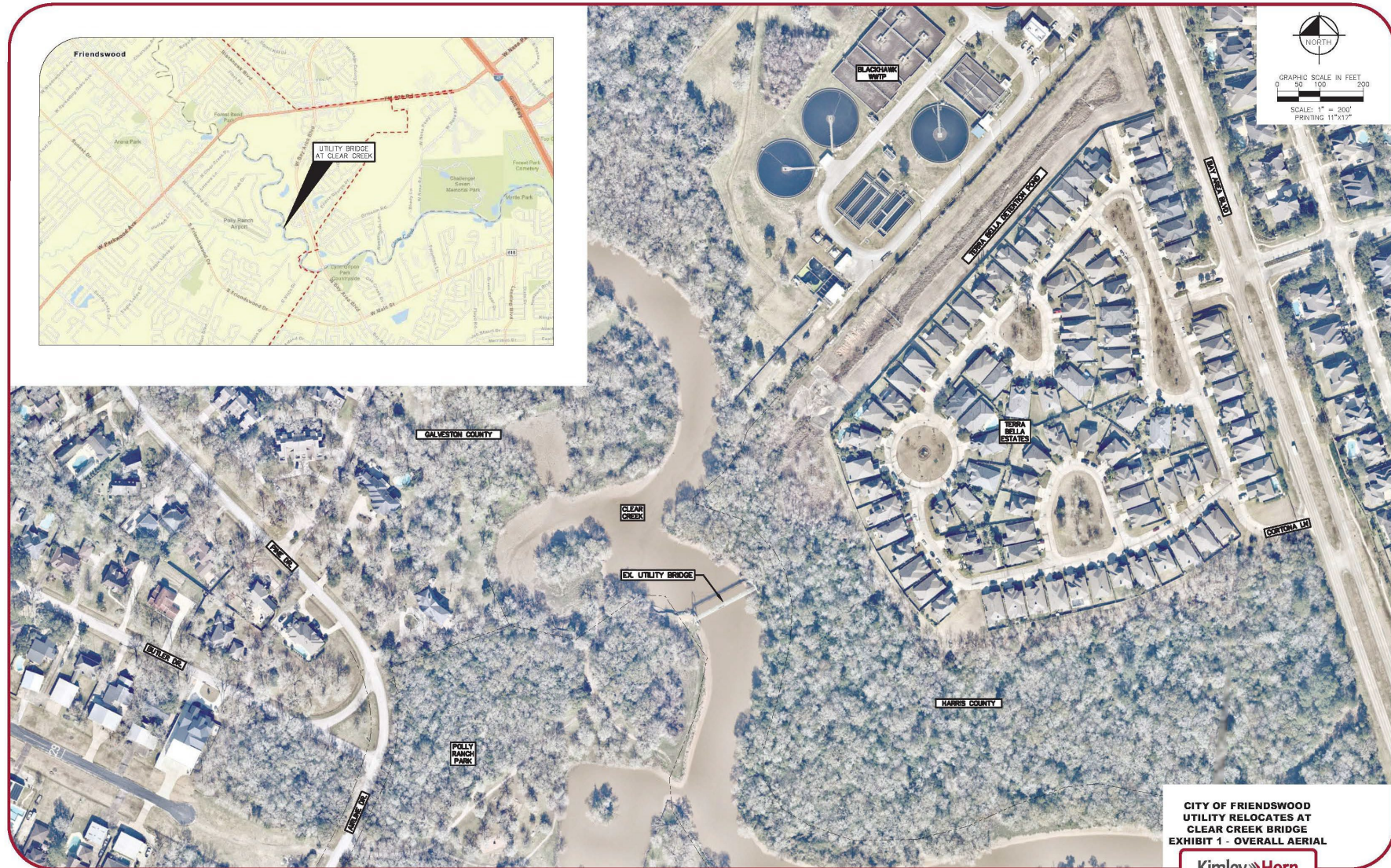


City of Friendswood Drainage Projects

City of Houston, HFA, Texas Parks & Wildlife, CDMAT, Inc., Northline, Gordon & Associates, Submittals, GeoTechnics, Inc., METROUSA, USGS, EPA, USFWS, City of Houston, HFA, Texas Parks & Wildlife, CDMAT, Inc., Northline, Gordon & Associates, Submittals, GeoTechnics, Inc., METROUSA, USGS, EPA, USFWS, City of Houston, USGS, USFWS, City of Houston

September 9, 2024

Clear Creek Utility Rack Relocate



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

Environmental Assessment

Authorization Approved to Use Grant Funds (AUGF)

Ongoing/Upcoming Activities

Out to Bid

Construction to Start Thereafter



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

September 9, 2024

| 6
Page 45 of 331

Deepwood Flood Control Project

Community Development Block Grant – Disaster Recovery from Hurricane Harvey

Location: Deepwood Drive along Clear Creek (Galveston County)

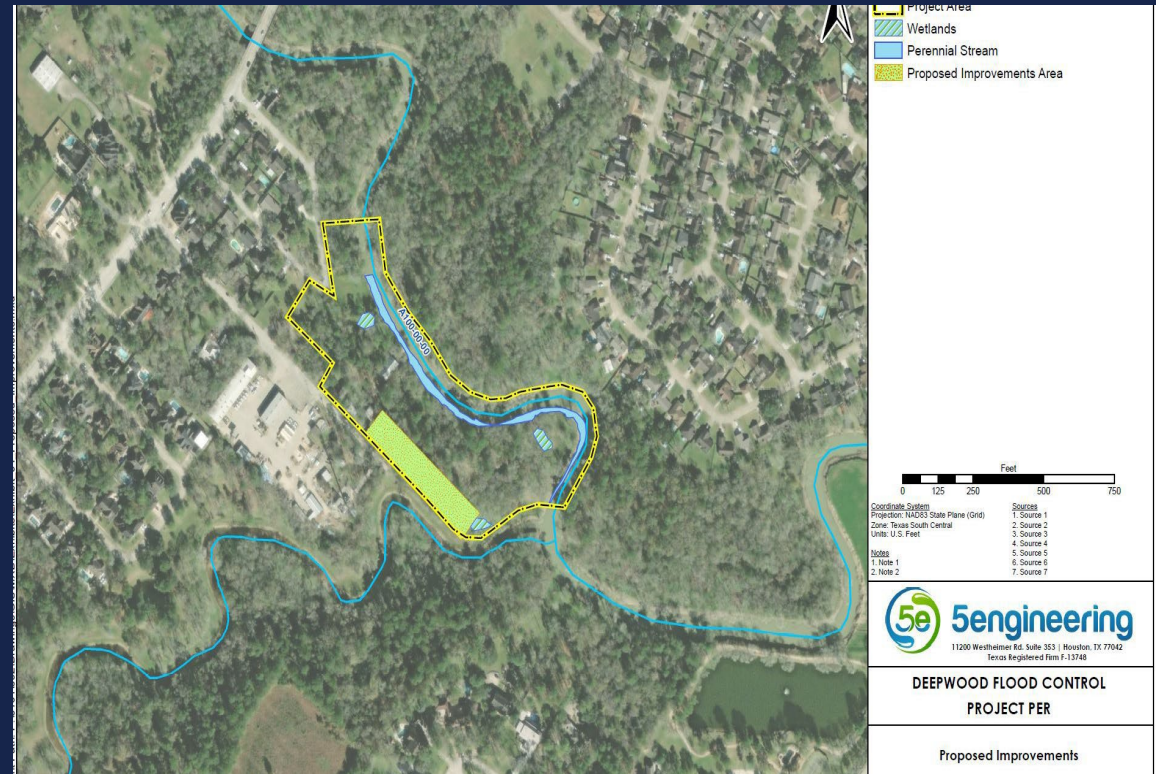
Completed Activities

Engineering

Environmental Assessment

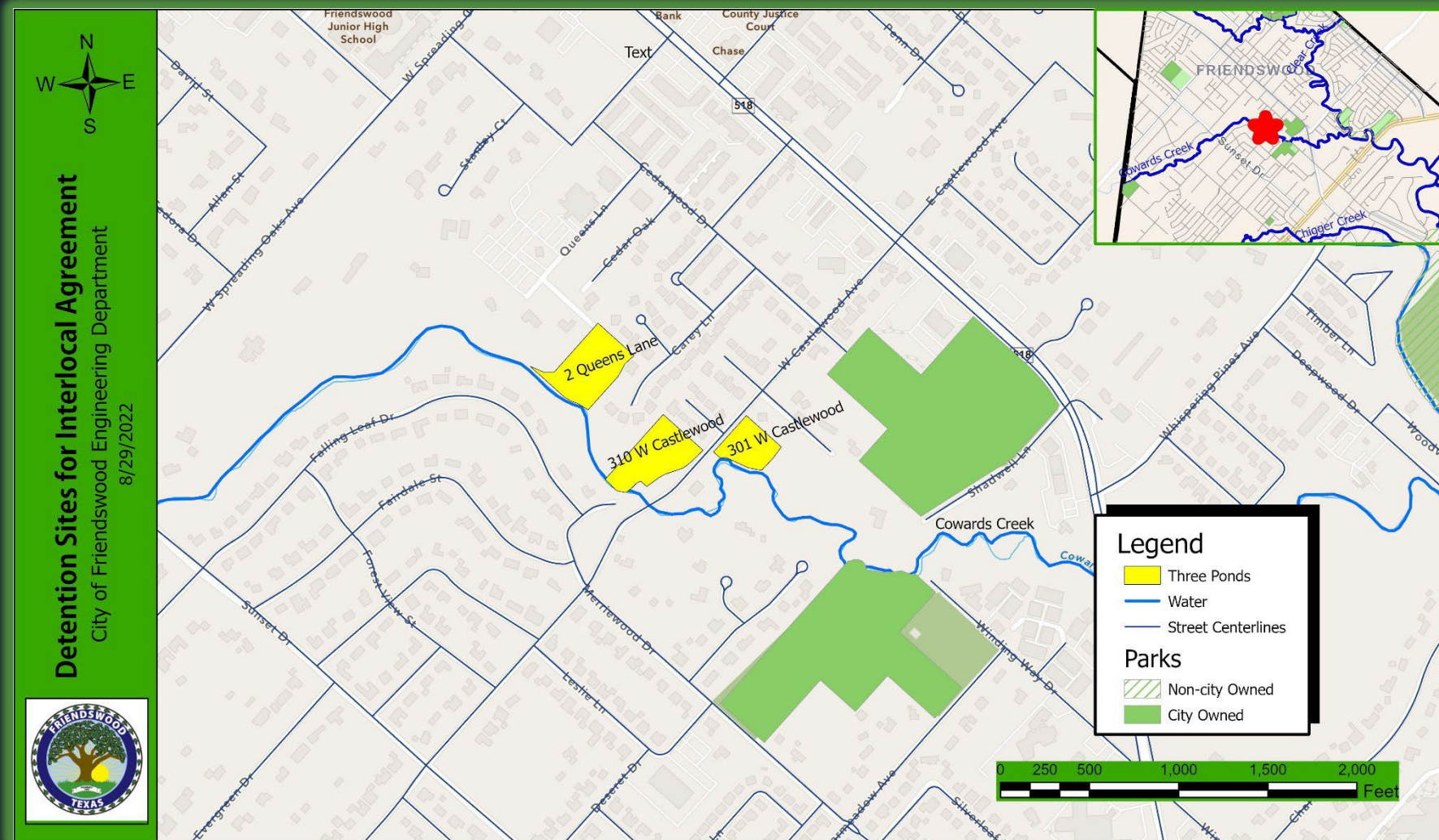
Ongoing/Upcoming Activities

Out to Bid in Upcoming Weeks



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

Three Detention Basins Along Coward's Creek



Three Detention Basins Along Coward's Creek

Interlocal Agreement with Galveston County Consolidated Drainage District (GCCDD)

Location: 301 Castlewood, 310 Castlewood, 2 Queens Lane along northern bank of Cowards Creek

Completed Activities

Engineering

Environmental Assessment

Completion Status

95% Complete

Ongoing/Upcoming Activities

Slope Paving and Pilot Channels

Hydro-mulch

*Three-Week Rain Delay (from Beryl)

GCCDD is working on removing debris and trees along all the creeks, they are approximately 85% complete.



Funding Sources: City Donating Land; GCCDD Covering Construction;

Cost to Date: \$1,008,000.00

Friendswood Regional Stormwater Detention Basin

PROJECT OVERVIEW

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.

Anticipated to provide 710 acre-feet in storage volume

Preliminary Engineering Report:

Director's briefing has been given to Dr. Tina Petersen

PROJECT	1 ST PAYMENT	2 ND PAYMENT
Friendswood Regional Stormwater Detention Basin	\$954,233 (Paid 11/25/22)	\$7,045,767 (Paid 01/26/24)

Funding Sources: (Est Cost \$32,453,298.11) Flood Control Bond Funds; GCCDD Funds; HCFCDD Funds; Galveston County Funds

Friendswood Regional Stormwater Detention Basin

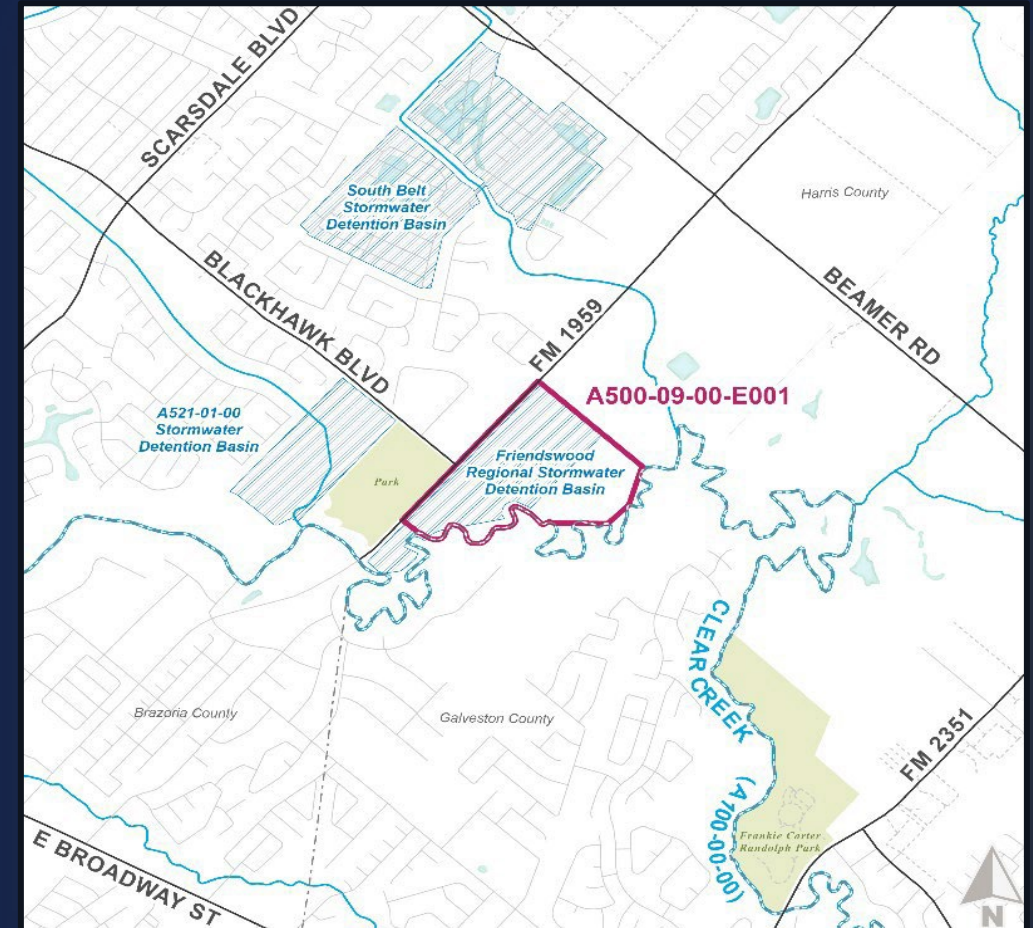
PROJECT MILESTONES

The following milestones are in progress and/or already complete:

- Engineer For Final Design Has Been Selected
- 2nd Public Meeting Held June 20, 2024

Rough Grading Project

- Project Roughly 21% Complete
- Change Order In Process of Being Approved by Harris County Commissioner's Court on September 17, 2024



Comprehensive Master Drainage Plan

PROJECT PURPOSE

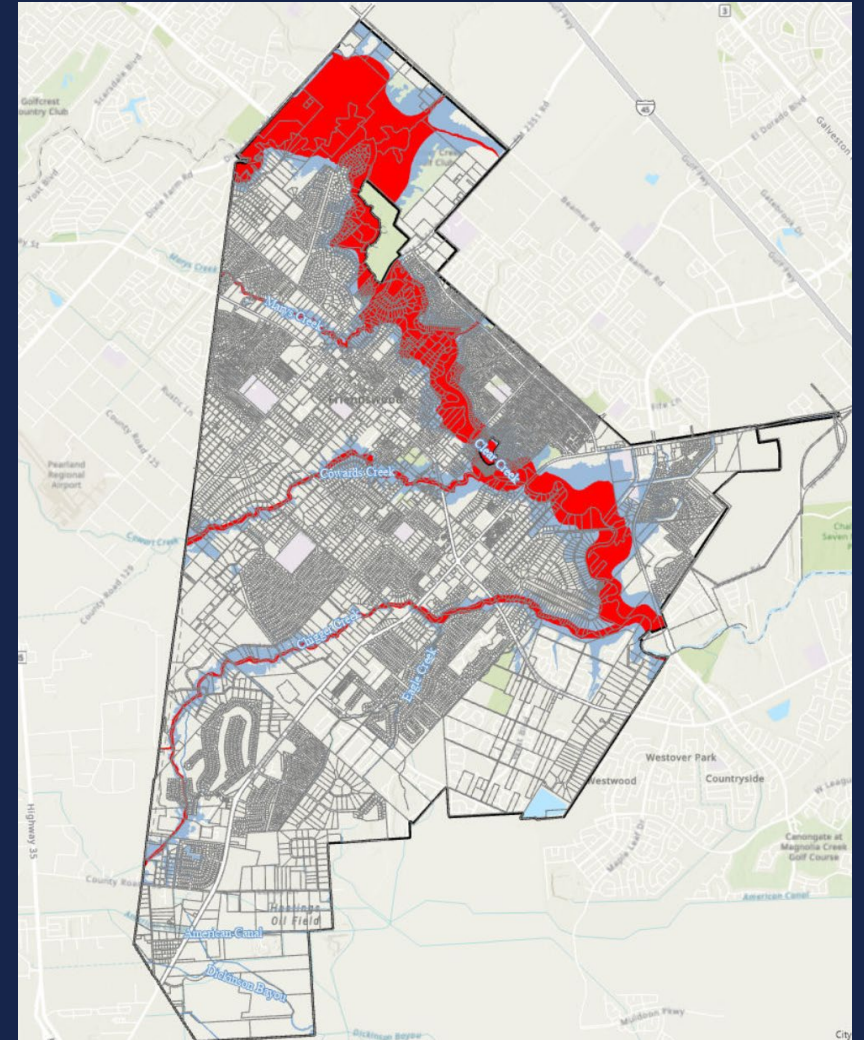
Comprehensive Urban and Riverine Flood Mitigation Plan that will Identify and Prioritize Projects that Provide Benefit to Friendswood and Reduce Flooding

PROJECT MILESTONES

The following milestones are in progress and/or already complete:

Staff working with two consultants on scoping for the Plan and for Program Management

Consultants will be presented to City Council at the October meeting



Funding Sources: Hazard Mitigation Grant; City Bonds Funds

Quakers Landing Terracing Project

Location: Along Clear Creek and Brown Lane near Quaker Bend Drive

Completion Status

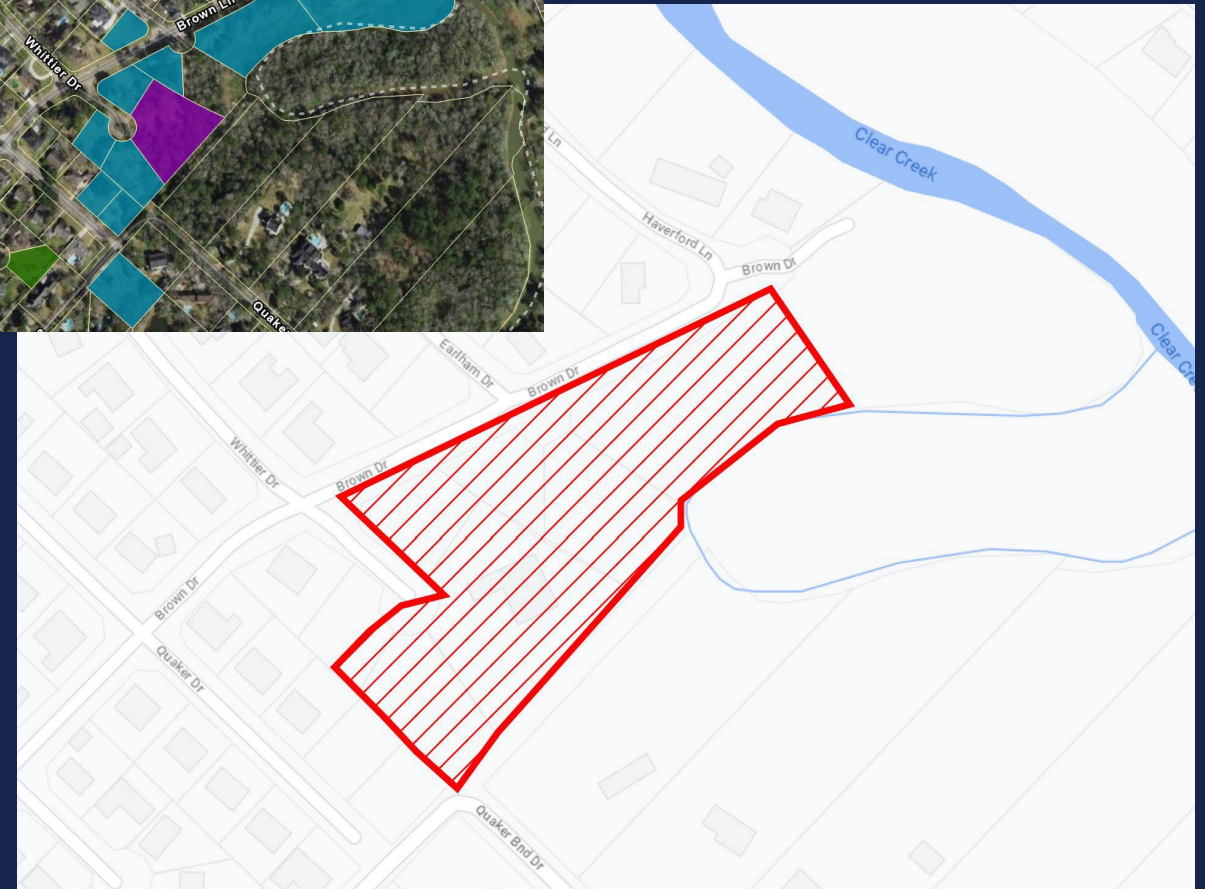
95% Complete

Ongoing/Upcoming Activities

Complete Digging

Hydro-mulch

***Three-Week Rain Delay (from Beryl)**



Funding Sources: GCCDD Estimated Cost (\$695,000.00)



Questions?

Engineering@friendswood.com



**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: September 9, 2024

Date submitted: 07/17/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Receive and discuss an update regarding the Community Development Department and Planning and Zoning Commission.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item will allow the Council to receive and discuss an update regarding the Community Development Department and Planning and Zoning Commission action items and work product.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. CDD PZ Update

Community Development

Community Development

Accomplishments...

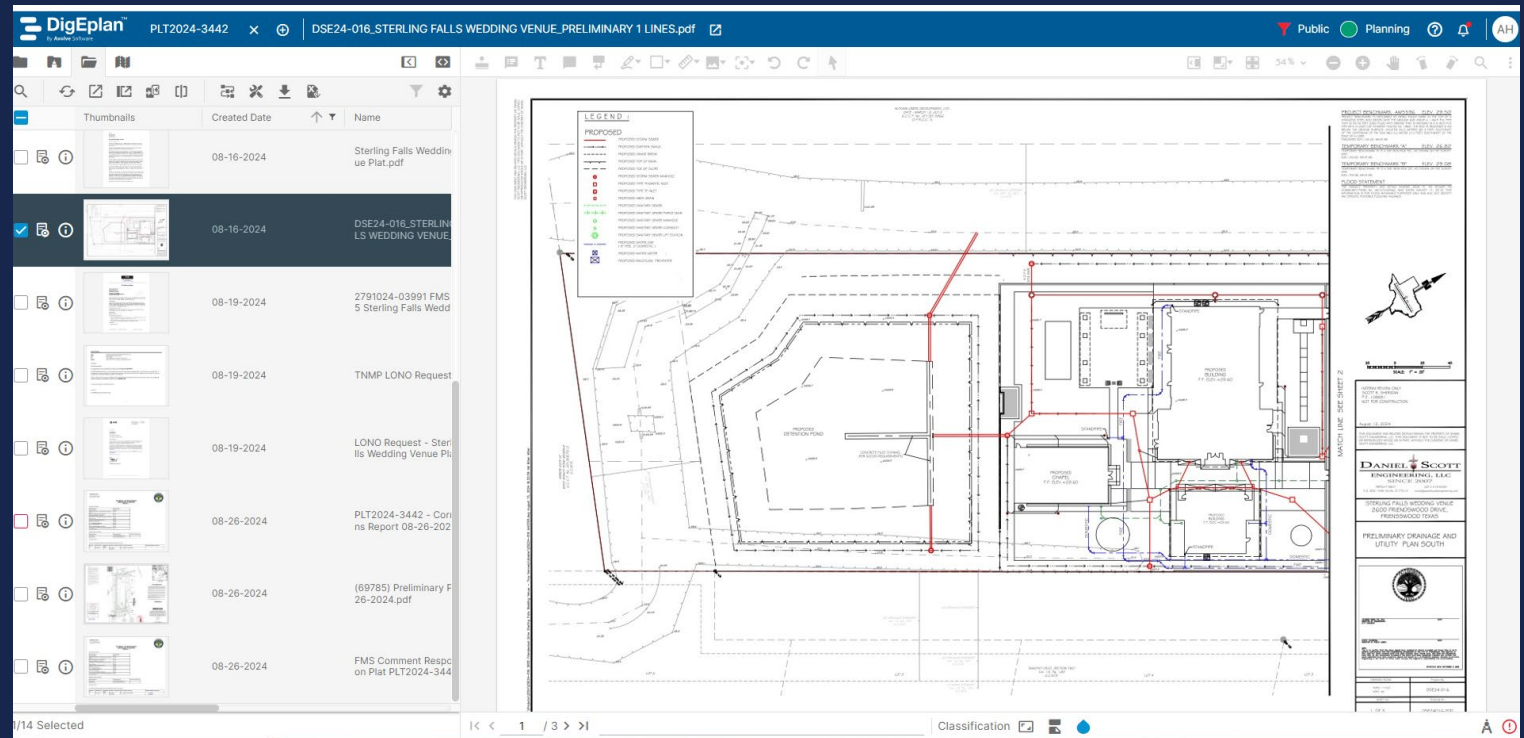
- International Code Council (ICC) Certifications
 - Inspectors, permit technicians, zoning inspectors, etc.
- Code Enforcement Association of Texas (CEAT)
 - 2 - Code Enforcement Officer II



Community Development

Accomplishments...

- City Works and DigEPlan software
 - 100% digital submissions, plan reviews, payments, and permit issuance



Community Development

Story Map

- Map with details of new developments going on throughout the City
- Updated monthly
- Available on the city web site



Current Development Projects

Friendswood is a welcoming city with a collaborative business community, loyal consumers which contributes to the prosperous economy, a talented and capable workforce, an encouraging entrepreneurial spirit and is touted as a city on the move.

What's Happening in Friendswood?

An ESRI Story Map providing a map and project details for new development in Friendswood, Texas.



New Commercial Projects Historical Information

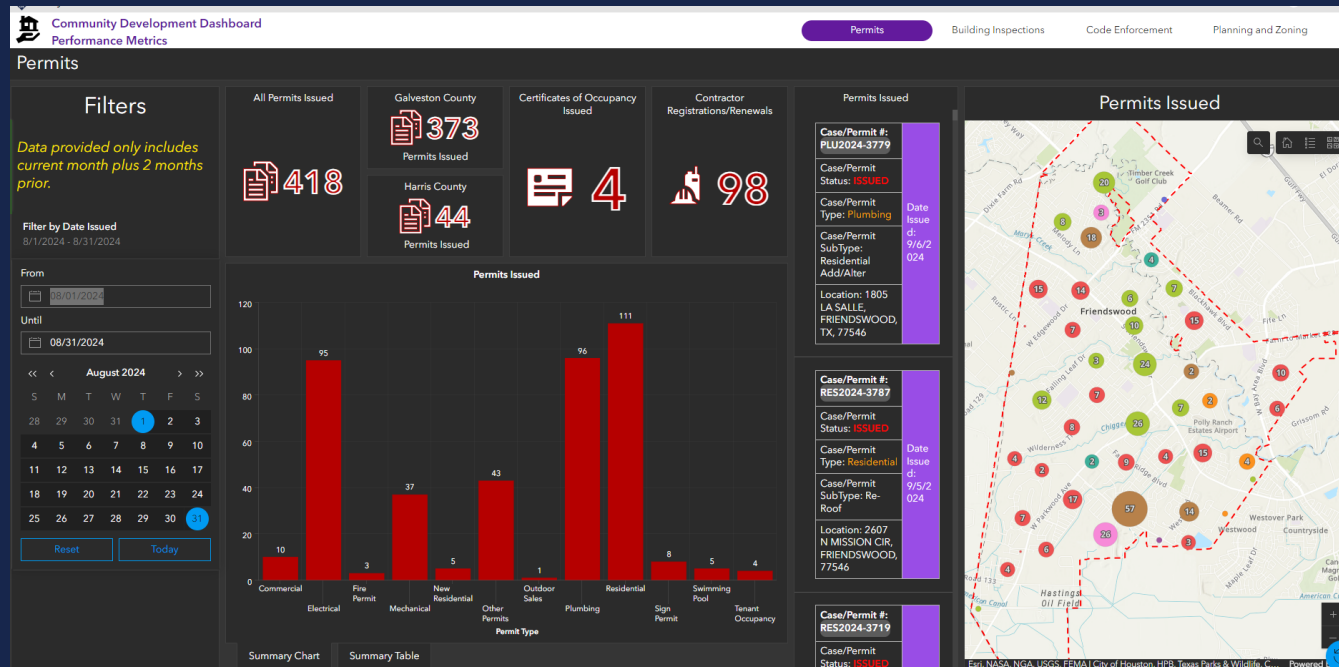
[2023](#)
[2022](#)



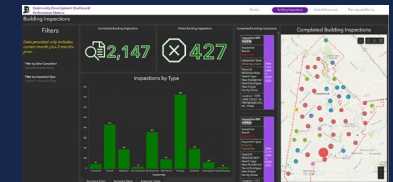
Community Development

CDD Dashboard – pulls data from City Works; provides overview for all divisions; current month plus 2 months prior

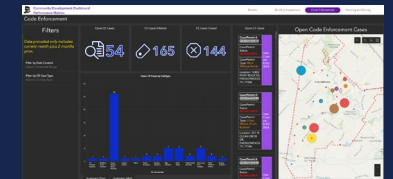
- Filter
- Quick Reference
- Summary Chart or Table
- Heat map
- Division
- Details



Inspections



Code Enforcement



Planning



Community Development

Coming Up...

- Reviewing permit fees
- Building and Fire Code update planned for early 2025



Department Training Day
May 2024



Planning & Zoning Commission

January – August 2024

- 13 Meetings
- 2 site plans; 1 extension
- 10 plats (6 preliminary; 4 final)
- 1 master plan
- 6 recommendations for zone changes and ordinance changes

American Planning Association Texas Chapter – annual conference



Planning & Zoning Commission

Council Workshop Items

- Overhead vs. Underground Power Lines -
- ✓ Mobile Food and Other Vendors – completed February 2024

Planning Subcommittee

- ✚ Comprehensive Plan – 70% complete – obtaining department input and updating related master plans list
- ✚ Review of Parking Regulations – nearing completion

Ordinance Subcommittee

- Zoning Ordinance rewrite – in process
- ✓ Official Zoning Map update – September 2024
- ✓ Adopt formal process for updating the Future Land Use Map – not necessary after further review
- Review ordinance for special events and outdoor sales - planned



Planning & Zoning Commission

General P&Z Topics/Training

Capital Improvement Advisory Committee

- ✚ Receive update from Engineering – September 2024

Training Sessions

- ✓ General City Information – completed January 2024
- ✓ Subdivision Ordinance overview – completed May 2024
- ✚ Zoning Ordinance overview – scheduled for November 2024

Upload documents to Web site

- ✓ Commissioner Guidebooks are online

American Planning Association Texas Chapter Annual Conference

- ✚ October



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: September 9, 2024

Date submitted: 07/17/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Conduct a public hearing regarding the replacement of the official zoning map per Appendix C, "Zoning," Section 3 "Provision for Official Zoning Map" of the Friendswood City Code reflecting zone changes and corrections since the last adopted map dated February 3, 2020.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to conduct a public hearing regarding the replacement of the official zoning map per Appendix C "Zoning," Section 3 "Provision for Official Zoning Map" of the Friendswood City Code reflecting zone changes and corrections since the last adopted map dated February 3, 2020. The official zoning map tracks zoning assigned to each parcel within the city. The first one was approved in 1970.

The notice of public hearing was published in The Reporter News on July 17, 2024, and posted on the City's notice boards and website on July 12, 2024.

The Planning and Zoning Commission held a hearing on this item on August 8, 2024, and voted to recommend the approval of the proposed amendments. The final report is attached along with the proposed zoning map.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Maintaining an official zoning map and tracking approved zone changes provides a valuable reference for staff.

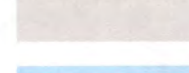
RECOMMENDATIONS

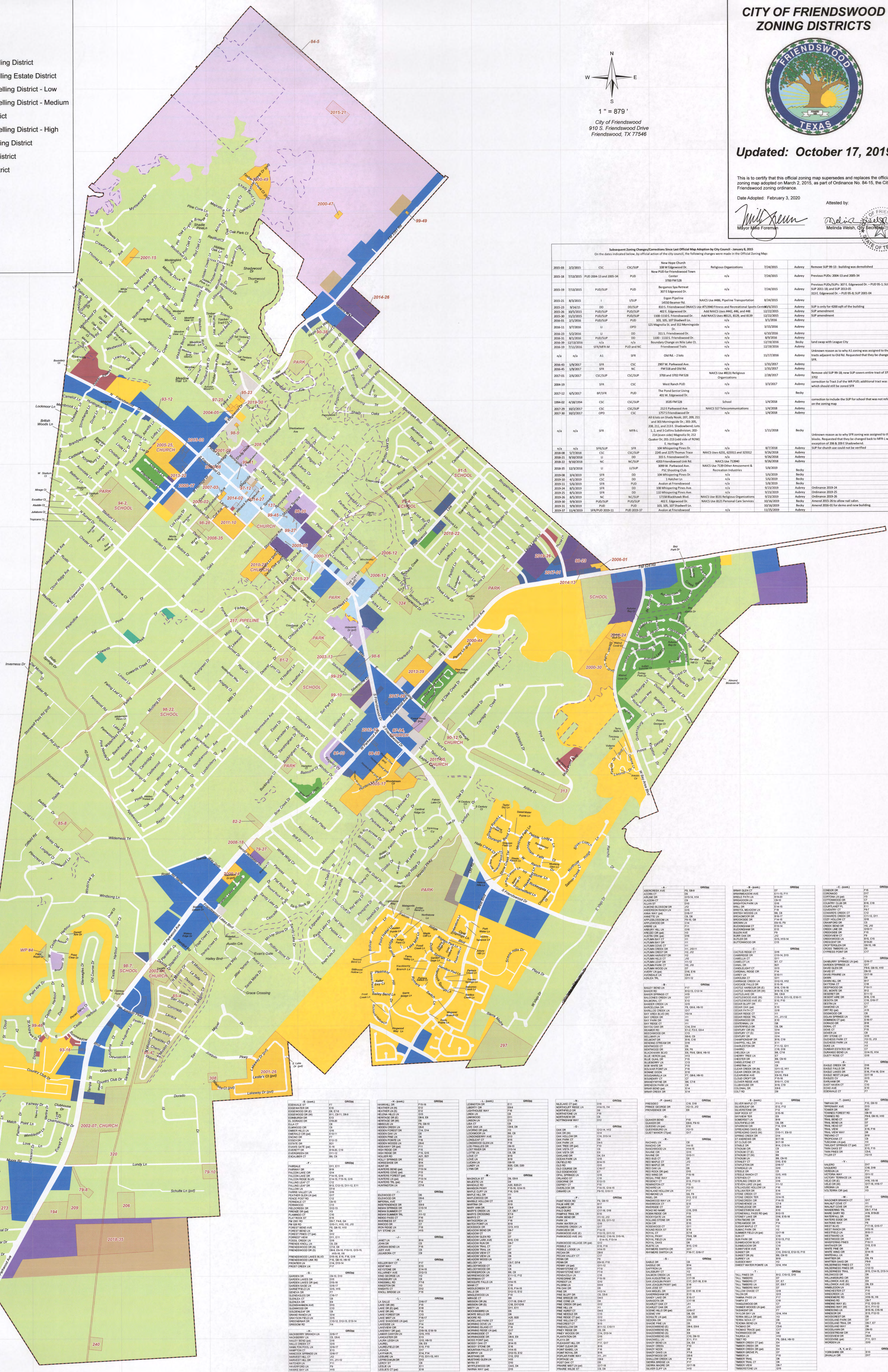
At the Planning and Zoning Commission meeting held August 8, 2024, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 7 to 0 on a motion to approve the replacement of the official zoning map. See attached Final Report for more details.

ATTACHMENTS

1. Last Adopted Official Zoning Map 02-03-2020
2. Proposed Official Zoning Map 2024
3. PZ Final Report Official Zoning Map 08-23-2024

Legend

- | | |
|--|--|
|  | City Limits |
|  | Restricted To Open Space |
|  | Specific Use Permits |
|  | Single-Family Residential Dwelling District |
|  | Single_Family Residential Dwelling Estate District |
|  | Multiple-Family Residential Dwelling District - Low |
|  | Multiple-Family Residential Dwelling District - Medium |
|  | Garden Home Residential District |
|  | Multiple-Family Residential Dwelling District - High |
|  | Mobile Home Residential Dwelling District |
|  | Community Shopping Center District |
|  | Neighborhood Commercial District |
|  | Office Park District |
|  | Downtown District |
|  | Planned Unit District |
|  | Agricultural District |
|  | Business Park District |
|  | Light Industrial District |
|  | Industrial District |



CITY OF FRIENDSWOOD ZONING DISTRICTS



Updated: October 17, 2019

This is to certify that this official zoning map supersedes and replaces the official zoning map adopted on March 2, 2015, as part of Ordinance No. 84-15, the City of

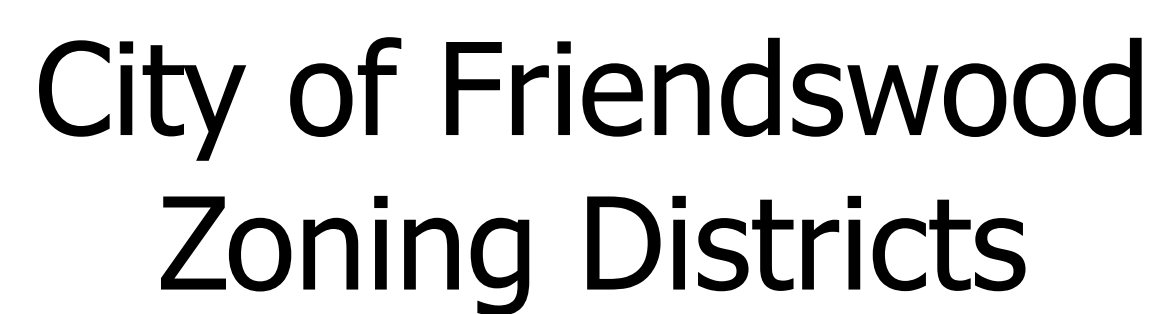
Date Adopted: February 3, 2020

Attested by

Mayor Mike Foreman

Melinda Welsh, City Secretary

Subsequent Change (Correction/Status Change and Official Map Following City Council - January 1, 2015)									
On the dates indicated below, by official action of the city council, the following changes were made to the Official Zoning Map:									
2015-09	2/28/2015	CSC	CAC/SUP	New Hope Church 189 W Woodward Ave	Religious Organizations	7/24/2015	Amberly	Remove SUP 99-31 building was demolished	
2015-08	7/13/2015	PUD	PUD	300 W 30th for Firstlandwood Town Center 3704 N 25th St	n/a	7/24/2015	Amberly	Previous PUD 20-13, 307 and 3000 34	
2015-09	7/21/2015	PUD/SUP	PUD	Begomus Sub Retreat 307 E Elmwood Ave	n/a	7/24/2015	Amberly	Previous PUD 20-13, 307 E Elmwood Dr - PUD 19-5, 19-5 P 95-5 SUP 19-1, 19-1 and SUP 20-15	
2015-09	7/21/2015	PUD/SUP	LI	Eggan Pipeline 16500 Beaver Rd	NACIS Use #484, Pipeline Transportation	8/24/2015	Amberly	3315 Elmwood Dr - PUD 19-5, 5 SUP 2001-06	
2015-09	8/14/15	DD/SUP	DD/SUP	820 S Firstlandwood DRMS Use #23946 Forests and Recreational Spots	Category 2007-015	7/24/2015	Amberly	SUP 19-1 for 4200 sq ft of the building	
2015-09	10/27/2015	PUD/SUP	PUD/SUP	401E Elmwood Ave 1100-1115 Elmwood Ave	Add NACIS Uses #484, and #484 Add NACIS Uses #483, 8139, and 8139	12/2/2015	Amberly	SUP amendment	
2015-09	11/10/2015	PUD/SUP	LI	100 N 395, 397 Elmwood Ave	n/a	12/2/2015	Amberly		
2015-11	9/7/2016	LI	OPS	121 Magnolia and 123 Magnolia	n/a	9/3/2016	Amberly		
2015-12	5/2/2016	LI	OPS	331 S Firstlandwood Dr	n/a	6/2/2016	Amberly		
2016-01	1/1/2016	LI	n/a	1100 - 1115 Elmwood Ave	n/a	8/7/2016	Amberly		
2016-01	12/27/2016	n/a	n/a	Boundary Change at New Elm Ave	n/a	12/7/2016	Amberly		
2016-05	7/13/2016	SP/PA/M-H	PUD and NC	Firstlandwood Trails	n/a	12/12/2016	Amberly		
n/a	n/a	AL	SFR	Old Rd. - 2, Jones Ave	n/a	11/27/2016	Amberly		
2016-04	12/26/2017	SFR	CSC	2907 W Parkwood Ave	n/a	1/13/2017	Amberly		
2016-04	12/26/2017	SFR	CSC	PA15 and 16th Ave	n/a	1/13/2017	Amberly		
2016-04	12/26/2017	CSC/SUP	CSC/SUP	3704 and 3702 PA15th St	NACIS Use #483 Religious Organizations	2/28/2017	Amberly	Remove old SUP 18-18, new SUP covers entire lot of 3700 and 3702	
2016-04	12/26/2017	SFR	CSC	West Ranch PUD	n/a	3/9/2017	Amberly		
2017-02	6/2/2017	SP/SFR	PUD	The Pined Forest Living 401 W Elmwood Dr	n/a	n/a	Becky	connection to this for WIR PUD, additional text that was not included should be added to the zoning	
1994-02	4/28/1994	CSC	CSC/SUP	3005 104 N 28	School	1/4/2018	Amberly		
2017-03	10/2/2017	OPS	CSC/SUP	2011 Firstlandwood Dr	NACIS 517 Telecommunications	1/4/2018	Amberly		
2017-03	10/2/2017	OPS	CSC	1275 S Firstlandwood Dr	n/a	1/4/2018	Amberly		
n/a	n/a	SFR	MFR-L	All-Elton on Shady Nook Dr. 205, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 431, 433, 435, 437, 439, 441, 443, 445, 447, 449, 451, 453, 455, 457, 459, 461, 463, 465, 467, 469, 471, 473, 475, 477, 479, 481, 483, 485, 487, 489, 491, 493, 495, 497, 499, 501, 503, 505, 507, 509, 511, 513, 515, 517, 519, 521, 523, 525, 527, 529, 531, 533, 535, 537, 539, 541, 543, 545, 547, 549, 551, 553, 555, 557, 559, 561, 563, 565, 567, 569, 571, 573, 575, 577, 579, 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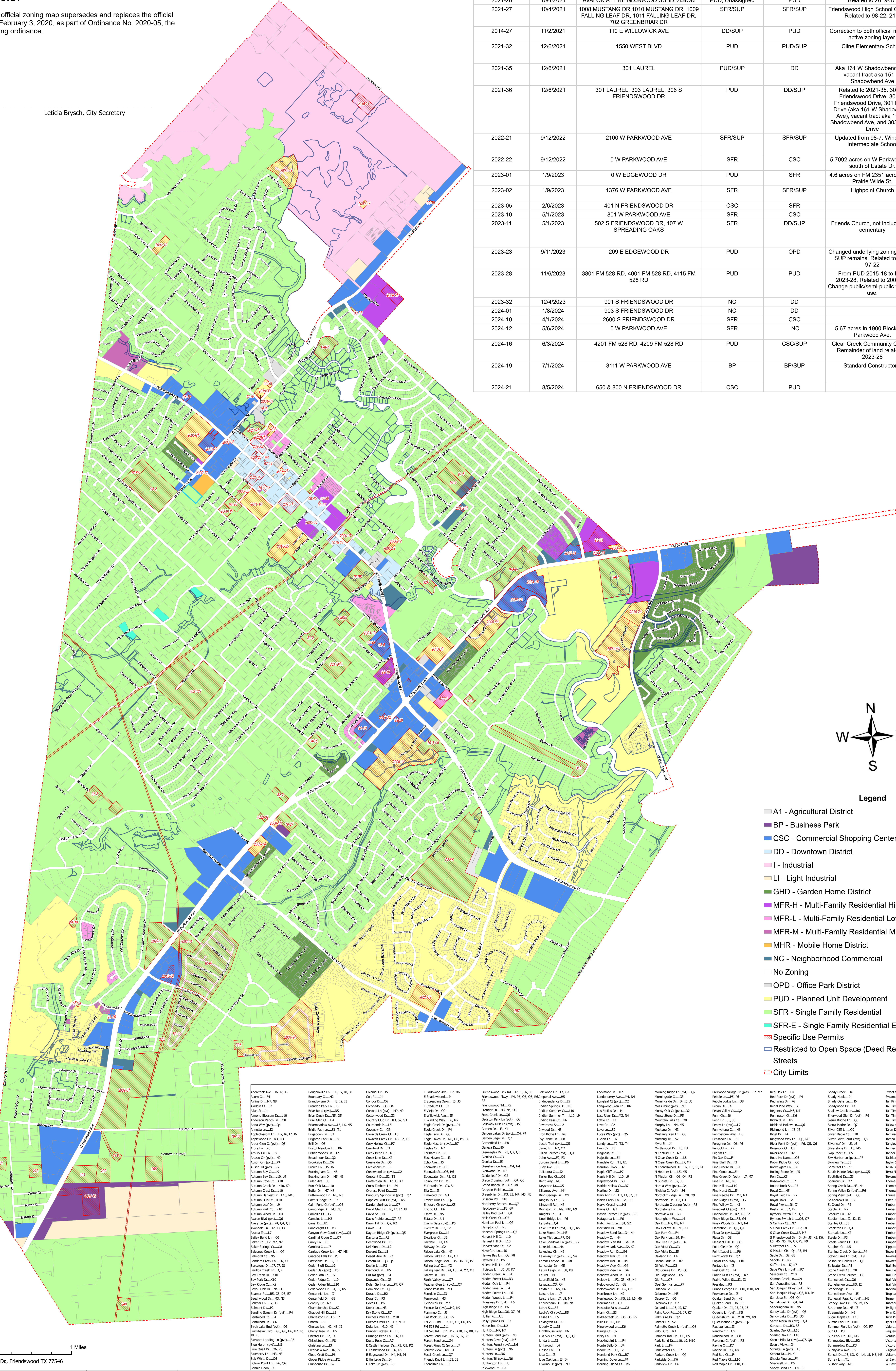


This is to certify that this official zoning map supersedes and replaces the official zoning map adopted on February 3, 2020, as part of Ordinance No. 2020-05, the City of Friendswood zoning ordinance.

Date adopted:

Mayor Mike Foreman

Ordinance Number	Date	Location	From	To	Notes	Specific Use
2019-42	12/2/2019	STERLING CREEK SUBDIVISION	SFR			
2020-25	6/1/2020	202 E HERITAGE DR, 111 E HERITAGE DR, 209 S FRIENDSWOOD DR	SFR, DD, MFR-L	SFR, DD, MFR-L/SUP	First Baptist Church.	NAICS Use No. 8131 Religious Organizations
2020-38	11/2/2020	213 E HERITAGE DR	MFR, SFR, SUP	PUD		
2021-01	2/1/2021	4321 FRIENDSWOOD LINK RD	MFR-GHD	NC		
2021-18	8/2/2021	1771 S FRIENDSWOOD DR, 1715 S FRIENDSWOOD DR	CSC, OPD	PUD		
2021-24	10/4/2021	INDUSTRY PARK FRIENDSWOOD PHASE II SUBDIVISION	CSC	I		
2021-25	10/4/2021	2601 W PARKWOOD AVE	SFR	CSC	Fire Station No. 2	
2021-26	10/4/2021	AVALON AT FRIENDSWOOD SUBDIVISION	PUD, Unassigned	PUD	Related to 2019-37.	
2021-27	10/4/2021	1008 MUSTANG DR, 1010 MUSTANG DR, 1009 FALLING LEAF DR, 1011 FALLING LEAF DR, 702 GREENBRIAR DR	SFR/SUP	SFR/SUP	Friendswood High School Campus. Related to 98-22, 217.	NAICS Use No. 6111 Elementary and Secondary Schools
2014-27	11/2/2021	110 E WILLLOWICK AVE	DD/SUP	PUD	Correction to both official map and active zoning layer.	
2021-32	12/6/2021	1550 WEST BLVD	PUD	PUD/SUP	Cline Elementary School	NAICS Use No. 6111 Elementary and Secondary Schools
2021-35	12/6/2021	301 LAUREL	PUD/SUP	DD	Aka 161 W Shadowbend Ave, vacant tract aka 151 W Shadowbend Ave	
2021-36	12/6/2021	301 LAUREL, 303 LAUREL, 306 S FRIENDSWOOD DR	PUD	DD/SUP	Related to 2021-35, 306 S. Friendswood Drive, 308 S. Friendswood Drive, 301 Laurel Drive (aka 161 W Shadowbend Ave), vacant tract aka 151 W Shadowbend Ave, and 303 Laurel Drive	NAICS Use No. 72111 Traveler Accomodation (Hotel)
2022-21	9/12/2022	2100 W PARKWOOD AVE	SFR/SUP	SFR/SUP	Updated from 98-7, Windsong Intermediate School	NAICS Use No. 6111 Elementary and Secondary Schools
2022-22	9/12/2022	0 W PARKWOOD AVE	SFR	CSC	5.7092 acres on W Parkwood Ave south of Estate Dr.	
2023-01	1/9/2023	0 W EDGEWOOD DR	PUD	SFR	4.6 acres on FM 2351 across from Prairie Wilde St.	
2023-02	1/9/2023	1376 W PARKWOOD AVE	SFR	SFR/SUP	Highpoint Church	NAICS Use No. 8131 Religious Organizations
2023-05	2/6/2023	401 N FRIENDSWOOD DR	CSC	SFR		
2023-10	5/1/2023	801 W PARKWOOD AVE	SFR	CSC		
2023-11	5/1/2023	502 S FRIENDSWOOD DR, 107 W SPREADING OAKS	SFR	DD/SUP	Friends Church, not including the cemetary	NAICS Use No. 8131 Religious Organizations, NAICS Use No. 624 Social Assistance
2023-23	9/11/2023	209 E EDGEWOOD DR	PUD	OPD	Changed underlying zoning district. SUP remains. Related to 98-5, 97-22	Current NAICS Use No. 323 Printing and related support activities
2023-28	11/6/2023	3801 FM 528 RD, 4001 FM 528 RD, 4115 FM 528 RD	PUD	PUD	From PUD 2015-18 to PUD 2023-28. Related to 2004-13. Change public/semi-public to mixed use.	
2023-32	12/4/2023	901 S FRIENDSWOOD DR	NC	DD		
2024-01	1/8/2024	903 S FRIENDSWOOD DR	NC	DD		
2024-10	4/1/2024	2600 S FRIENDSWOOD DR	SFR	CSC		
2024-12	5/6/2024	0 W PARKWOOD AVE	SFR	NC	5.67 acres in 1900 Block of W Parkwood Ave.	
2024-16	6/3/2024	4201 FM 528 RD, 4209 FM 528 RD	PUD	CSC/SUP	Clear Creek Community Church. Remainder of land related to 2023-28	NAICS Use No. 8131 Religious Organizations.
2024-19	7/1/2024	3111 W PARKWOOD AVE	BP	BP/SUP	Standard Constructors.	NAICS Use No. 237 Heavy and civil engineering construction
2024-21	8/5/2024	650 & 800 N FRIENDSWOOD DR	CSC	PUD		



City of Friendswood 910 S Friendswood Dr., Friendswood TX 77546



Planning & Zoning Commission

Recommendation Memo

To: Mayor and City Council
From: Thomas Hinckley, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner
Date: August 23, 2024
Re: Replacement of Official Zoning Map

TH (JH)

At the Planning and Zoning Commission meeting held August 8, 2024, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 7-0 on a motion to approve replacement of the official zoning map.

This map will replace the previous map that was updated on February 3, 2020. The map tracks zone changes approved by City Council and provides a historical reference for staff. The original zoning map was adopted April 13, 1970.

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: September 9, 2024

Date submitted: 07/17/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider an ordinance regarding the replacement of the official zoning map per Appendix C "Zoning," Section 3 "Provision for Official Zoning Map" of the Friendswood City Code reflecting zone changes and corrections since the last adopted map dated February 3, 2020.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to consider an ordinance regarding the replacement of the official zoning map per Appendix C "Zoning," Section 3 "Provision for Official Zoning Map" of the Friendswood City Code reflecting zone changes and corrections since the last adopted map dated February 3, 2020. The official zoning map tracks zoning assigned to each parcel within the city. The first one was approved in 1970.

The notice of public hearing was published in The Reporter News on July 17, 2024, and posted on the City's notice boards and website on July 12, 2024.

The Planning and Zoning Commission held a hearing on this item on August 8, 2024, and voted to recommend the approval of the proposed amendments. The final report is attached along with the proposed zoning map.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Maintaining an official zoning map and tracking approved zone changes provides a valuable reference for staff.

RECOMMENDATIONS

At the Planning and Zoning Commission meeting held August 8, 2024, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 7 to 0 on a motion to approve the replacement of the official zoning map. See attached Final Report for more details.

ATTACHMENTS

1. Ordinance - Zoning Map Replacement
2. Exhibit A Official Zoning Map 2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING AND RATIFYING THE OFFICIAL ZONING MAP OF THE CITY, INCORPORATING APPROVED CHANGES IN DISTRICT BOUNDARIES AND OTHER MATTERS PORTRAYED ON THE OFFICIAL ZONING MAP; PROVIDING A PENALTY FOR VIOLATION IN AN AMOUNT NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Appendix C "Zoning," Section 3, "Provision for official zoning map," Subsection A "Official zoning map" of the Friendswood City Code adopts and incorporates the Official Zoning Map of the City of Friendswood; and

WHEREAS, in accordance with the zoning ordinance, no changes of any nature shall be made in the Official Zoning Map or matter shown thereon except in conformity with the procedures set forth therein; and

WHEREAS, the Official Zoning Map includes all zone updates, changes, corrections, amendments, and/or other matters portrayed on the Official Zoning Map for required approval in accordance with the zoning ordinance, and specifically supersedes the prior official zoning map approved by Ordinance No. 2020-05, finally adopted on January 6, 2020; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, public hearings on such request; and

WHEREAS, the Planning and Zoning Commission has filed its written report with City Council that recommends approval of the new Official Zoning Map; and

WHEREAS, the City Council deems it appropriate to approve the new Official Zoning Map; 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 hereby adopts and ratifies the Official Zoning Map of the City, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. This ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance adopted by the City Council of the City of Friendswood.

Section 4. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an

amount not to exceed TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 5. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 8. This ordinance shall take effect ten (10) days from and after its passage on first reading by the City Council of the City of Friendswood, Texas, and its publication in the official newspaper of the City.

INTRODUCED, READ, AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood this 9th day of September, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit A



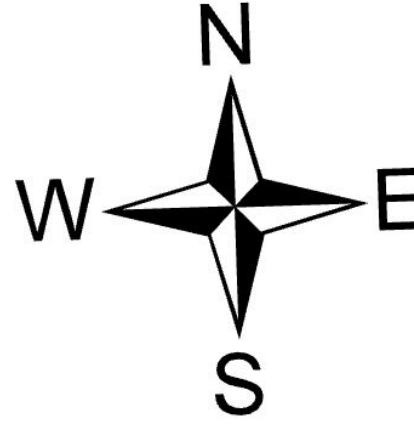
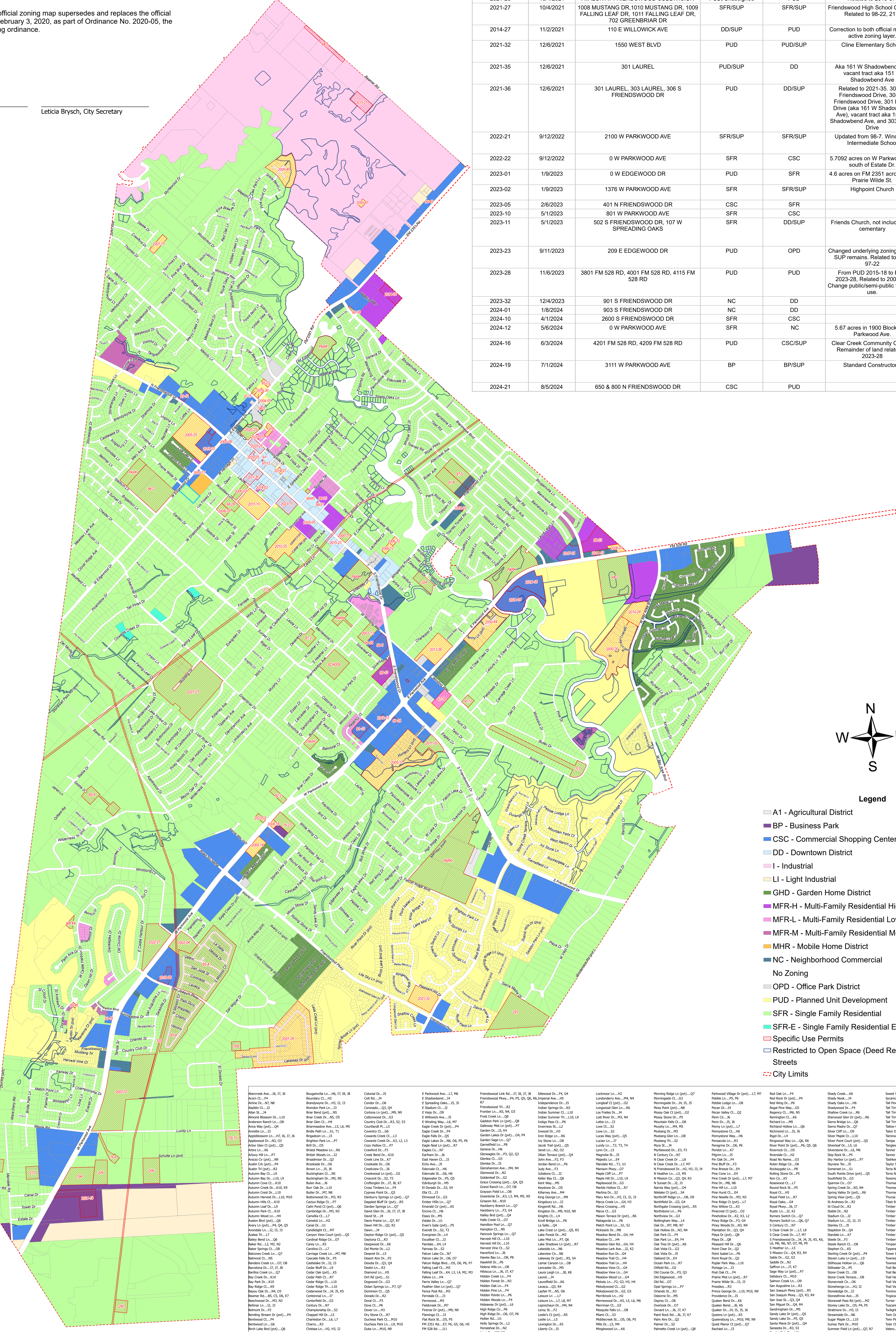
City of Friendswood Zoning Districts

Updated: August 7, 2024

This is to certify that this official zoning map supersedes and replaces the official zoning map adopted on February 3, 2020, as part of Ordinance No. 2020-05, the City of Friendswood zoning ordinance.

Date adopted:

Mayor Mike Foreman Leticia Brysch, City Secretary



Legend

- A1 - Agricultural District
- BP - Business Park
- CSC - Commercial Shopping Center
- DD - Downtown District
- I - Industrial
- LI - Light Industrial
- GHD - Garden Home District
- MFR-H - Multi-Family Residential High Density
- MFR-L - Multi-Family Residential Low Density
- MFR-M - Multi-Family Residential Medium Density
- MHR - Mobile Home District
- NC - Neighborhood Commercial
- OPD - Office Park District
- PUD - Planned Unit Development
- SFR - Single Family Residential
- SFR-E - Single Family Residential Estate
- Specific Use Permits
- Restricted to Open Space (Deed Restrictive & Preservations)
- Streets
- City Limits

Ordinance Number	Date	Location	From	To	Notes	Specific Use
2019-42	12/2/2019	STERLING CREEK SUBDIVISION	SFR	GHD		
2020-25	6/1/2020	202 E HERITAGE DR, 111 E HERITAGE DR, 209 S FRIENDSWOOD DR	SFR, DD, MFR-L	SFR, DD, MFR-L/SUP	First Baptist Church.	NAICS Use No. 8131 Religious Organizations
2020-38	11/2/2020	213 E HERITAGE DR	MFR, SFR, SUP	PUD		
2021-01	2/1/2021	4321 FRIENDSWOOD LINK RD	MFR-GHD	NC		
2021-18	8/2/2021	1771 S FRIENDSWOOD DR, 1715 S FRIENDSWOOD DRIVE	CSC, OPD	PUD		
2021-24	10/4/2021	INDUSTRY PARK FRIENDSWOOD PHASE II SUBDIVISION	CSC	I		
2021-25	10/4/2021	2601 W PARKWOOD AVE	SFR	CSC	Fire Station No. 2	
2021-26	10/4/2021	AVALLON AT FRIENDSWOOD SUBDIVISION	PUD, Unassigned	PUD	Related to 2019-37	
2021-27	10/4/2021	1008 MUSTANG DR, 1010 MUSTANG DR, 1009 FALLING LEAF DR, 1011 FALLING LEAF DR, 702 GREENBRIAR DR	SFR/SUP	SFR/SUP	Friendswood High School Campus. Related to 98-22, 217.	NAICS Use No. 6111 Elementary and Secondary Schools
2014-27	11/2/2021	110 E WILLOWICK AVE	DD/SUP	PUD	Correction to both official map and active zoning layer.	
2021-32	12/6/2021	1550 WEST BLVD	PUD	PUD/SUP	Cline Elementary School	NAICS Use No. 6111 Elementary and Secondary Schools
2021-35	12/6/2021	301 LAUREL	PUD/SUP	DD	Aka 161 W Shadowbend Ave, vacant tract aka 151 W Shadowbend Ave	
2021-36	12/6/2021	301 LAUREL, 303 LAUREL, 306 S FRIENDSWOOD DR	PUD	DD/SUP	Related to 2021-35. 306 S. Friendswood Drive, 308 S. Friendswood Drive, 301 Laurel Drive (aka 161 W Shadowbend Ave), vacant tract aka 151 W Shadowbend Ave, and 303 Laurel Drive	NAICS Use No. 72111 Traveler Accommodation (Hotels)
2022-21	9/12/2022	2100 W PARKWOOD AVE	SFR/SUP	SFR/SUP	Updated from 98-7. Windsong Intermediate School	NAICS Use No. 6111 Elementary and Secondary Schools
2022-22	9/12/2022	0 W PARKWOOD AVE	SFR	CSC	5.7092 acres on W Parkwood Ave south of Estate Dr.	
2023-01	1/9/2023	0 W EDGEWOOD DR	PUD	SFR	4.6 acres on FM 2351 across from Prairie Wilde St.	
2023-02	1/9/2023	1376 W PARKWOOD AVE	SFR	SFR/SUP	Highpoint Church	NAICS Use No. 8131 Religious Organizations
2023-05	2/6/2023	401 N FRIENDSWOOD DR	CSC	SFR		
2023-10	5/1/2023	801 W PARKWOOD AVE	SFR	CSC		
2023-11	5/1/2023	502 S FRIENDSWOOD DR, 107 W SPREADING OAKS	SFR	DD/SUP	Friends Church, not including the cemetery	NAICS Use No. 8131 Religious Organizations, NAICS Use No. 624 Social Assistance
2023-23	9/11/2023	209 E EDGEWOOD DR	PUD	OPD	Changed underlying zoning district. SUP remains. Related to 98-5, 97-22	Current NAICS Use No. 323 Printing and related support activities
2023-28	11/6/2023	3801 FM 528 RD, 4001 FM 528 RD, 4115 FM 528 RD	PUD	PUD	From PUD 2015-18 to PUD 2023-28. Related to 2004-13. Change public/semi-public to mixed use.	
2023-32	12/4/2023	901 S FRIENDSWOOD DR	NC	DD		
2024-01	1/8/2024	903 S FRIENDSWOOD DR	NC	DD		
2024-10	4/1/2024	2600 S FRIENDSWOOD DR	SFR	CSC		
2024-12	5/6/2024	0 W PARKWOOD AVE	SFR	NC	5.67 acres in 1900 Block of W Parkwood Ave.	
2024-16	6/3/2024	4201 FM 528 RD, 4209 FM 528 RD	PUD	CSC/SUP	Clear Creek Community Church. Remainder of land related to	NAICS Use No. 8131 Religious Organizations.
2024-19	7/1/2024	3111 W PARKWOOD AVE	BP	BP/SUP	Standard Constructors.	NAICS Use No. 237 Heavy and civil engineering construction
2024-21	8/5/2024	650 & 800 N FRIENDSWOOD DR	CSC	PUD		

City of Friendswood 910 S Friendswood Dr, Friendswood TX 77564

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: September 9, 2024

Date submitted: 07/17/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Conduct a public hearing regarding the proposed amendments to Appendix C "Zoning," Section 3 "Provision for official zoning map" and Section 9 "Administration and enforcement – Building permits and certificates of zoning compliance," Subsection G "Specific Use Permits," Paragraph 7 "Time Limit" of the Friendswood City Code to amend the process of maintaining the official zoning map and to amend the time limit criteria for Specific Use Permits.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to conduct a public hearing regarding proposed amendments to Appendix C "Zoning," Section 3 "Provision for official zoning map" and Section 9 "Administration and enforcement – Building permits and certificates of zoning compliance," Subsection G "Specific Use Permits," Paragraph 7 "Time Limit" of the Friendswood City Code to amend the process of maintaining the official zoning map and to amend the time limit criteria for Specific Use Permits.

The notice of public hearing was published in The Reporter News on July 17, 2024, and posted on the City's notice boards and website on July 12, 2024.

The Planning and Zoning Commission held a hearing on this item on August 8, 2024, and voted to recommend the approval of the proposed amendments. The final report is attached.

Section 3 Amendments

Proposed amendments to this section will provide for the continued maintenance of an official zoning map to track zoning districts assigned to properties and removes the antiquated process of requiring the official zoning map to be periodically re-adopted by City Council and certified by the Mayor. Each individual zone change ordinance is properly adopted and attested, so the re-adoption and certification is not necessary. The proposed amendment allows for the official map to be maintained in the Community Development Department and adds an explanation that digital mapping can provide more current zoning information than the last adopted official zoning map.

Section 9 Amendments

Proposed amendments to this section are regarding expiration of specific use permits. It adds expiration criteria for phased developments. It also states that a SUP that is discontinued for one year expires, so that it can be removed from the official zoning map. The provision that allows an owner to request an extension applies to all expiration terms.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Maintaining an official zoning map provides valuable historical reference for staff by detailing when zone changes were approved and how the map was amended; however, digital mapping is a big part of our processes now and provides a current view of the zoning districts. These changes combine the two processes efficiently.

RECOMMENDATIONS

The Planning and Zoning Commission held their public hearing on August 8, but postponed the item to the August 22 meeting for additional changes to the proposed ordinance. At the regular meeting held August 22, 2024, the City of Friendswood Planning and Zoning Commission voted 5 to 0 (Commissioners Sasson and Bounds were absent) on a motion to approve the requested zone change. See attached Final Report for more details.

ATTACHMENTS

1. PZ Final Report Sec 3 and 9 amendments 08-23-2024
2. Zoning Ord Amendments Sec 3 Clean Version
3. Zoning Ord Amendments Sec 3 Redline
4. Zoning Ord Amendments Sec 9 Clean Version
5. Zoning Ord Amendments Section 9 Black Line



Planning & Zoning Commission

Recommendation Memo

To: Mayor and City Council

From: Thomas Hinckley, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner

Date: August 23, 2024

Re: Proposed amendments to Appendix C "Zoning," Section 3 "Provision for official zoning map" and Section 9 "Administration and enforcement – Building permits and certificates of zoning compliance," Subsection G "Specific Use Permits," Paragraph 7 "Time Limit" of the Friendswood City Code to amend the process of maintaining the official zoning map and to amend the time limit criteria for Specific Use Permits.

At the Planning and Zoning Commission meeting held August 22, 2024, following the public hearing that was held on August 8, 2024, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Sasson and Bounds were absent) on a motion to approve the proposed amendments as presented.

Section 3 Amendments

Proposed amendments to this section provide for the continued maintenance of an official zoning map to track zoning districts assigned to properties and removes the antiquated process of requiring the official zoning map to be adopted by council and attested by the mayor. Each individual zone change ordinance is attested, so the official zoning map does not need to be adopted and attested by the mayor. It also allows for the official map to be maintained in the community development department. Digital mapping, Geographic Information Systems (GIS), is an interactive mapping software that can provide more current information between updates of the official zoning map.

Section 9 Amendments

Proposed amendments to this section are regarding expiration of Specific Use Permits. It adds expiration criteria for phased developments. It also states that a SUP that is discontinued for one year expires, so that it can be removed from the official zoning map. The provision that allows an owner to request an extension applies to all expiration terms.

The Commission is forwarding a positive recommendation for the proposed amendments.

Section 3. Provision for official zoning map.

A. *Official zoning map.*

- (1) The first official zoning map of the City of Friendswood was adopted April 13, 1970, and is systematically updated in accordance with this section to incorporate all amendments thereto approved by city council.
- (2) The boundaries of the zoning districts of the city are adopted by ordinance and shown graphically on the official zoning map, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this appendix.
- (3) The director shall maintain records identifying all amendments to the official zoning map, including the associated ordinance numbers. Such records shall be updated promptly and, in any event, no more than fifteen (15) days following city council approval of an amendment.
- (4) Regardless of the existence of purported copies of the official zoning map which may be made or published from time to time, the official zoning map shall be located in the office of the community development department; and it along with the record of the amendments shall be the final authority as to the current zoning status of land areas, buildings, and other structures in the city.
- (5) This official zoning map shall be identified by the signature of the director and the effective date under the following words:
"This is to certify that this is the official zoning map referred to in Section 3 of the City of Friendswood Zoning Ordinance".
- (6) In the event the official zoning map becomes difficult to interpret because of the nature or number of changes or additions, the director may incorporate those changes or additions into a new official zoning map, in compliance with Section 3.A.3., which shall supersede the prior official zoning map.

B. *Digital Mapping.* Digital maps may be used in the administration and enforcement of this code. Digital mapping will not replace the official map but may represent the most accurate and up-to-date information in between printings.

Section 3. Provision for official zoning map.

A. Official zoning map.

- (1) ~~The first official zoning map of the City of Friendswood was adopted April 13, 1970, and is systematically updated in accordance with this section to incorporate all amendments thereto approved by city council.~~
- (2) The boundaries of the zoning districts of the city are ~~adopted by ordinance and~~ shown graphically on the official zoning map, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this appendix.
- (3) ~~The director shall maintain records identifying all amendments to the official zoning map, including the associated ordinance numbers. Such records shall be updated promptly and, in any event, no more than fifteen (15) days following city council approval of an amendment.~~
- (4) ~~Regardless of the existence of purported copies of the official zoning map which may be made or published from time to time, the official zoning map shall be located in the office of the community development department; and it along with the record of the amendments shall be the final authority as to the current zoning status of land areas, buildings, and other structures in the city.~~
- (25) This official zoning map shall be identified by the signature of the ~~mayor, attested by the city secretary~~ director and ~~the effective date bearing the seal of the city~~ under the following words:

"This is to certify that this is the official zoning map referred to in Section 3 of ~~Ordinance No. 84-15~~, the City of Friendswood Zoning Ordinance";

~~Together with the date of the adoption of the ordinance from which this appendix is derived.~~
- (3) ~~If, in accordance with the provisions of this appendix and chapter 283, Acts of the 40th Legislature, Regular Session, 1927, as amended, changes are made in zoning district boundaries or other matters portrayed on the official zoning map, such changes shall be entered on the official zoning map promptly after the amendment has been approved by the city council, with an entry on the official zoning map as follows:

"On (date), by official action of the city council, the following changes were made in the official zoning map: (brief description of nature of changes)";

Which entry shall be signed by the mayor and attested by the city secretary. No amendment to this appendix which involves matters portrayed on the official zoning map shall become effective until after such change and entry have been made on said map.~~
- (4) ~~No changes of any nature shall be made in the official zoning map or matter shown thereon except in conformity with the procedures set forth in this appendix. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this appendix. Regardless of the existence of purported copies of the official zoning map which may be made or published from time to time, the official zoning map shall be located in the office of the city secretary and it shall be the final authority as to the current zoning status of land areas, buildings, and other structures in the city.~~

B. ~~Replacement of official zoning map.~~

- (46) In the event the official zoning map becomes ~~damaged, destroyed, lost, or~~ difficult to interpret because of the nature or number of changes or additions, the ~~city council~~ director may ~~by ordinance adopt~~ incorporate those changes or additions into a new official zoning map, ~~in compliance with Section 3.A.3,~~ which shall supersede the prior official zoning map. ~~The new official zoning map shall be identified by the signature of the mayor attested by the city secretary, and bearing the seal of the city under the following words:~~

Commented [bb1]: The subcommittee suggested specifying what triggers the 15 days.

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"This is to certify that this Official Zoning Map supersedes and replaces the official zoning map adopted (date of adoption of map being replaced) as part of Ordinance No. 84-15, the City of Friendswood Zoning Ordinance."

(2) ~~Unless the prior official zoning map has been lost, or has been totally destroyed, the prior map or any significant parts thereof remaining shall be preserved, together with all available records pertaining to its adoption or amendment.~~

B. Digital Mapping. Digital maps may be used in the administration and enforcement of this code. Digital mapping will not replace the official map but may represent the most accurate and up-to-date information in between printings.

Section 9. Administration and enforcement—Building permits and certificates of zoning compliance.

- A. *Administration and enforcement.* An administrative official designated by the city manager shall administer and enforce this appendix. He may be provided with the assistance of such other persons as the city council may direct. If the administrative official shall find that any of the provisions of this appendix are being violated, he shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. He shall order discontinuance of illegal use of land, buildings, and structures; removal of illegal buildings or structures or illegal additions, alterations or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this appendix to ensure compliance with or to prevent violation of its provisions.
- B. *Building permits required.* No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefor, issued by the building official. No building permit shall be issued by the building official except in conformity with the provisions of this appendix, unless he receives a written order from the board of adjustment in the form of an administrative review, or variance as provided by this appendix.
- C. *Application for building permit.* All applications for building permits shall be accompanied by plans in duplicate drawn to scale showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of the buildings already existing, if any; and the location and dimensions of the proposed building or structure or alteration thereof. The application shall include such other information as lawfully may be required by the building official, including, but not limited to, existing or proposed building or alteration, existing or proposed uses of the building and land; conditions existing on the lot; and such other matters as may be necessary to determine conformance with and provide for the enforcement of this appendix. The application shall be accompanied with a site plan that should provide the following information:
- (1) Boundaries of the area covered by the site plan;
 - (2) Location of each existing and proposed building and structure in the area;
 - (3) The location of existing drainage ways; and significant natural features;
 - (4) Proposed landscaping and screening buffers;
 - (5) The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities, and outside storage facilities;
 - (6) The location, height and type of each wall, fence and all other types of screening;
 - (7) The location, height and size of all proposed signs.
- One copy of the plans shall be returned to the applicant by the building official, after he shall have marked such copy either as approved or disapproved and attested to same by his signature on such copy. One copy of the plans, similarly marked, shall be retained by the building official.
- D. *Certificate of zoning compliance for new, altered or nonconforming uses.*
- (1) It shall be unlawful to use or occupy or permit the use of or occupancy of any building or premises, or both, or part thereof, hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a certificate of zoning compliance shall have been issued therefor by the building official stating that the proposed use of the building or land conforms to the requirements of this appendix.

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- (2) No nonconforming structure or use shall be maintained, renewed, changed or extended until a certificate of zoning compliance shall have been issued by the building official. The certificate of zoning compliance shall state specifically wherein the nonconforming use differs from the provisions of this appendix, provided that upon adoption or amendment of the ordinance from which this appendix is derived, owners or occupants of nonconforming uses or structures shall have three months in which to apply for certificates of zoning compliance.
- E. *Expiration of building permit.* If the work described in any building permit has not begun within 90 days from the date of issuance thereof, said permit shall expire; it shall be cancelled by the building official; and written notice thereof shall be given to the person to whom the permit was issued. Further work as described in the cancelled permit shall not proceed unless and until a new building permit has been obtained. However, if work has not begun within 90 days of the issuance of said permit, or if there has not been substantial completion of the work within one year from the date of issuance of said permit, the building official may, at his option, extend the expiration dates of said permits.
- F. *Construction and use to be as provided in applications, plans, permits and certificates of zoning compliance.* Building permits or certificates of zoning compliance issued on the basis of plans and applications approved by the building official authorize only the use, arrangement, and the construction set forth in such approved plans and applications, and no other use, arrangement or construction.
- G. *Specific use permits.*
1. *Purpose.* This section provides the city council the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual nuisance characteristics or are of a public or semipublic character often essential or desirable for the general convenience and welfare of the community. Because, however, of the nature of the use, the importance of the use's relationship to the comprehensive plan, or possible adverse impact on neighboring properties of the use, review, evaluation, and exercise of planning judgment relative to the location and site plan of the proposed use are required.
 2. *Permit required.* A building permit or certificate of occupancy shall not be issued for any use to be located in a zoning district which permits that use only as a specific use unless a specific use permit has first been issued in accordance with the provisions of this section.
 3. *Application procedure.* An application for a specific use permit shall be filed with the planning and zoning commission. The application shall be accompanied by plans that, along with the application, will become a part of the specific use permit, if approved. The accompanying plans shall include the following:
 - a. *Site plan.*
 1. Data describing all processes and activities involved with the proposed use;
 2. Boundaries of the area covered by the site plan, identifying the zoning of the subject property and the adjacent properties;
 3. The location of each existing and proposed building and structure in the area covered by the site plan and the number of stories, height, roofline, gross floor area and location of building entrances and exits;
 4. The location of existing drainageways, and significant natural features;
 5. The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities, outside trash storage facilities; and
 6. The location, height and size of all proposed signs.
 - b. *Landscape plan.*

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1. Proposed landscaping and screening buffers; and
 2. The location, height and type of each wall, fence, and all other types of screening.
 - c. *Photometric plan.* The plan shall show lighting calculations in footcandles along the property line.
 - d. *Building elevations.*
 1. Identifying building facade materials;
 2. Overall building height;
 3. Colored elevations, if applicable; and
 4. Building fenestration calculations, if applicable.
 - e. *Tree survey and mitigation plan.*
 - f. *Utility and drainage plans.* Verification of all information contained in the site plan shall be required to be certified by an engineer and/or surveyor, as applicable, as a condition for the granting of any specific use permit. There are two options available for obtaining approval for the utility and drainage plans:
 1. Submit utility and drainage plans with the SUP application; or
 2. Submit utility and drainage plans with the building permit application once the SUP/site plan is approved. Changes in the site plan due to unforeseen obstacles in the installation of the utilities and drainage may require approval of a site plan amendment by the planning and zoning commission. The planning and zoning commission may recommend approval of variations from the original site plan that do not increase the density or result in any increase in external impact on adjacent properties or neighborhoods. Other changes will be required to comply with the SUP amendment process per subsection G.9 of this section ("Amendments").
 4. *Public hearings.* The notification and public hearing process for a specific use permit or revocation thereof is set forth in section 15.
 5. *Conditions for approval.* A specific use permit shall be issued only if all of the following conditions have been found:
 - a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
 - b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
 - c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
 - d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
 - f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
 - g. That there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and

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- h. That the proposed use is in accordance with the comprehensive plan.
6. *Additional conditions.* In authorizing a specific use permit, the city council may impose additional reasonable conditions necessary to protect the public interest and welfare of the community.
7. *Time limit.*
- a. *Expiration.* A specific use permit issued under this section shall expire:
- (1) Two years after its date of issuance if construction or use authorized thereunder is not substantially under way prior to the expiration of said two-year period; provided, however, where the development is based on a long-term, multi-phased master plan, each phase of the specific use permit shall be severable and shall be subject to the two-year expiration period, which shall expire as follows:
- (a) for the initial phase, two years after its date of issuance and
- (b) for subsequent phases, two years after the date construction is commenced for each applicable phase; provided construction commences prior to the expiration of the previous phase; or
- (2) One year following the discontinuation of the use for which the specific use permit was approved.
- b. *Extension.* If, prior to the expiration of the expiration of the specific use permit, the owner of property to which a specific use permit applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years.
8. *Revocation.* A specific use permit may be revoked or modified, after notice and hearing, for either of the following reasons:
- a. The specific use permit was obtained or extended by fraud or deception; or
- b. That one or more of the conditions imposed by the permit has not been met or has been violated.
9. *Amendments.* The procedure for amendment of a specific use permit shall be the same as for a new application, provided, however, that the city manager may approve minor variations from the original permit which do not increase density, change traffic patterns, or result in any increase in external impact on adjacent properties or neighborhoods.
10. *Processing fee.* A processing fee as set forth in section 14 shall be required for the processing of each specific use permit request.
- H. *Site plan process.*
1. *Purpose.* The purpose of the site plan is to ensure compliance with this appendix and to assist in the orderly and harmonious development of the city, to protect and enhance the general welfare, and to help prevent the impairment or depreciation of land values and development by the erection of structures, additions or alterations thereto without proper attention to site planning and preserving the intent of this appendix.
2. *Site plans required.* Site plans shall be required for:
- a. All proposed development on land zoned neighborhood commercial (NC), community shopping center (CSC), downtown district (DD), local neighborhood commercial (LNC), office park development (OPD), light industrial (LI), industrial (I), agricultural (A-1), or business park (BP) or multiple-family residential low-density (MFR-L), multiple-family residential medium-density (MFR-M), and multiple-family residential high-density (MFR-H); and

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- b. Where a specific use permit is required by subsection 7.P, permitted use table, and this subsection G; and
 - c. A planned unit development (PUD), in accordance with the procedures set forth in section 7.J.
- 3. *Content.* The content of site plans are described above in subsection G.3 of this section.
 - 4. *Staff review.* An applicant for development that requires a site plan shall first consult with staff regarding the ordinance requirements and proposed development plan. An applicant shall consult with staff until all significant issues surrounding the proposed site plan and development are resolved, prior to proceeding to the commission.
 - 5. *Commission action.* An applicant may submit a site plan for consideration by the commission at any time after staff review is completed. After the proposed site plan is first considered by the commission, the commission shall render a decision thereon within 30 days. Any corrections, changes, or conditions required to ensure the plan complies with all existing ordinances that are imposed by the commission shall be provided to the applicant, in writing, and shall become a part of the approved site plan which, if not met, may be cause for enforcement action or invalidation of the site plan. Approval will expire one year after the approval of the site plans by the commission. Upon expiration of that time, the applicant must resubmit a site plan that conforms to current ordinances, provided, however, the applicant may request an extension in writing, which may be granted by the commission, for a period not to exceed a total of six months.
 - 6. *Enforcement.* Following the approval of a site plan, the building official shall inspect the development to ensure that it is in full compliance with the approved site plan.

(Ord. No. 93-13, § 1, 8-16-1993; Ord. No. 99-2, §§ 4, 5, 1-18-1999; Ord. No. 2000-22, § 2, 8-7-2000; Ord. No. 2000-23, § 1, 8-21-2000; Ord. No. 2001-21, §§ 1, 2, 10-15-2001; Ord. No. 2002-09, § 1, 4-15-2002; Ord. No. 2007-12, § 2, 10-1-2007; Ord. No. 2007-18, § 1, 10-15-2007; Ord. No. 2011-35, § 4, 12-5-2011; Ord. No. 2014-04, § 2, 3-3-2014)

Section 9. Administration and enforcement—Building permits and certificates of zoning compliance.

- A. *Administration and enforcement.* An administrative official designated by the city manager shall administer and enforce this appendix. He may be provided with the assistance of such other persons as the city council may direct. If the administrative official shall find that any of the provisions of this appendix are being violated, he shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. He shall order discontinuance of illegal use of land, buildings, and structures; removal of illegal buildings or structures or illegal additions, alterations or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this appendix to ensure compliance with or to prevent violation of its provisions.
- B. *Building permits required.* No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefor, issued by the building official. No building permit shall be issued by the building official except in conformity with the provisions of this appendix, unless he receives a written order from the board of adjustment in the form of an administrative review, or variance as provided by this appendix.
- C. *Application for building permit.* All applications for building permits shall be accompanied by plans in duplicate drawn to scale showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of the buildings already existing, if any; and the location and dimensions of the proposed building or structure or alteration thereof. The application shall include such other information as lawfully may be required by the building official, including, but not limited to, existing or proposed building or alteration, existing or proposed uses of the building and land; conditions existing on the lot; and such other matters as may be necessary to determine conformance with and provide for the enforcement of this appendix. The application shall be accompanied with a site plan that should provide the following information:
- (1) Boundaries of the area covered by the site plan;
 - (2) Location of each existing and proposed building and structure in the area;
 - (3) The location of existing drainage ways; and significant natural features;
 - (4) Proposed landscaping and screening buffers;
 - (5) The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities, and outside storage facilities;
 - (6) The location, height and type of each wall, fence and all other types of screening;
 - (7) The location, height and size of all proposed signs.
- One copy of the plans shall be returned to the applicant by the building official, after he shall have marked such copy either as approved or disapproved and attested to same by his signature on such copy. One copy of the plans, similarly marked, shall be retained by the building official.
- D. *Certificate of zoning compliance for new, altered or nonconforming uses.*
- (1) It shall be unlawful to use or occupy or permit the use of or occupancy of any building or premises, or both, or part thereof, hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a certificate of zoning compliance shall have been issued therefor by the building official stating that the proposed use of the building or land conforms to the requirements of this appendix.

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- (2) No nonconforming structure or use shall be maintained, renewed, changed or extended until a certificate of zoning compliance shall have been issued by the building official. The certificate of zoning compliance shall state specifically wherein the nonconforming use differs from the provisions of this appendix, provided that upon adoption or amendment of the ordinance from which this appendix is derived, owners or occupants of nonconforming uses or structures shall have three months in which to apply for certificates of zoning compliance.
- E. *Expiration of building permit.* If the work described in any building permit has not begun within 90 days from the date of issuance thereof, said permit shall expire; it shall be cancelled by the building official; and written notice thereof shall be given to the person to whom the permit was issued. Further work as described in the cancelled permit shall not proceed unless and until a new building permit has been obtained. However, if work has not begun within 90 days of the issuance of said permit, or if there has not been substantial completion of the work within one year from the date of issuance of said permit, the building official may, at his option, extend the expiration dates of said permits.
- F. *Construction and use to be as provided in applications, plans, permits and certificates of zoning compliance.* Building permits or certificates of zoning compliance issued on the basis of plans and applications approved by the building official authorize only the use, arrangement, and the construction set forth in such approved plans and applications, and no other use, arrangement or construction.
- G. *Specific use permits.*
1. *Purpose.* This section provides the city council the opportunity to deny or to conditionally approve those uses for which specific use permits are required. These uses generally have unusual nuisance characteristics or are of a public or semipublic character often essential or desirable for the general convenience and welfare of the community. Because, however, of the nature of the use, the importance of the use's relationship to the comprehensive plan, or possible adverse impact on neighboring properties of the use, review, evaluation, and exercise of planning judgment relative to the location and site plan of the proposed use are required.
 2. *Permit required.* A building permit or certificate of occupancy shall not be issued for any use to be located in a zoning district which permits that use only as a specific use unless a specific use permit has first been issued in accordance with the provisions of this section.
 3. *Application procedure.* An application for a specific use permit shall be filed with the planning and zoning commission. The application shall be accompanied by plans that, along with the application, will become a part of the specific use permit, if approved. The accompanying plans shall include the following:
 - a. *Site plan.*
 1. Data describing all processes and activities involved with the proposed use;
 2. Boundaries of the area covered by the site plan, identifying the zoning of the subject property and the adjacent properties;
 3. The location of each existing and proposed building and structure in the area covered by the site plan and the number of stories, height, roofline, gross floor area and location of building entrances and exits;
 4. The location of existing drainageways, and significant natural features;
 5. The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities, outside trash storage facilities; and
 6. The location, height and size of all proposed signs.
 - b. *Landscape plan.*

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1. Proposed landscaping and screening buffers; and
 2. The location, height and type of each wall, fence, and all other types of screening.
 - c. *Photometric plan.* The plan shall show lighting calculations in footcandles along the property line.
 - d. *Building elevations.*
 1. Identifying building facade materials;
 2. Overall building height;
 3. Colored elevations, if applicable; and
 4. Building fenestration calculations, if applicable.
 - e. *Tree survey and mitigation plan.*
 - f. *Utility and drainage plans.* Verification of all information contained in the site plan shall be required to be certified by an engineer and/or surveyor, as applicable, as a condition for the granting of any specific use permit. There are two options available for obtaining approval for the utility and drainage plans:
 1. Submit utility and drainage plans with the SUP application; or
 2. Submit utility and drainage plans with the building permit application once the SUP/site plan is approved. Changes in the site plan due to unforeseen obstacles in the installation of the utilities and drainage may require approval of a site plan amendment by the planning and zoning commission. The planning and zoning commission may recommend approval of variations from the original site plan that do not increase the density or result in any increase in external impact on adjacent properties or neighborhoods. Other changes will be required to comply with the SUP amendment process per subsection G.9 of this section ("Amendments").
 4. *Public hearings.* The notification and public hearing process for a specific use permit or revocation thereof is set forth in section 15.
 5. *Conditions for approval.* A specific use permit shall be issued only if all of the following conditions have been found:
 - a. That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity;
 - b. That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
 - c. That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
 - d. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
 - e. The adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
 - f. That directional lighting will be provided so as not to disturb or adversely affect neighboring properties;
 - g. That there are sufficient landscaping and screening to ensure harmony and compatibility with adjacent property; and

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- h. That the proposed use is in accordance with the comprehensive plan.
6. *Additional conditions.* In authorizing a specific use permit, the city council may impose additional reasonable conditions necessary to protect the public interest and welfare of the community.
7. *Time limit.*
- a. Expiration.** A specific use permit issued under this section shall expire:
- (1) Two years after its date of issuance if construction or use authorized thereunder is not substantially under way prior to the expiration of said two-year period; provided, however, if, prior to the expiration of such two-year period, the owner of property to which a specific use permit applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years. However, where the development is based on a long-term, multi-phased master plan, each phase of the specific use permit shall be severable and shall be subject to the two-year expiration period, which shall expire as follows: issued under this section shall have no expiration date. Further, any substantive change to the master plan shall require an amendment to the specific use permit.**
- (a) for the initial phase, two years after its date of issuance and**
- (b) for subsequent phases, two years after the date construction is commenced for each applicable phase; provided construction commences prior to the expiration of the previous phase; or**
- (2) One year following the discontinuation of the use for which the specific use permit was approved.**
- b. Extension.** **If, prior to the expiration of the expiration of the specific use permit, the owner of property to which a specific use permit applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years.**
8. *Revocation.* A specific use permit may be revoked or modified, after notice and hearing, for either of the following reasons:
- a. The specific use permit was obtained or extended by fraud or deception; or
- b. That one or more of the conditions imposed by the permit has not been met or has been violated.
9. *Amendments.* The procedure for amendment of a specific use permit shall be the same as for a new application, provided, however, that the city manager may approve minor variations from the original permit which do not increase density, change traffic patterns, or result in any increase in external impact on adjacent properties or neighborhoods.
10. *Processing fee.* A processing fee as set forth in section 14 shall be required for the processing of each specific use permit request.
- H. *Site plan process.*
1. *Purpose.* The purpose of the site plan is to ensure compliance with this appendix and to assist in the orderly and harmonious development of the city, to protect and enhance the general welfare, and to help prevent the impairment or depreciation of land values and development by the erection of structures, additions or alterations thereto without proper attention to site planning and preserving the intent of this appendix.
2. *Site plans required.* Site plans shall be required for:

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- a. All proposed development on land zoned neighborhood commercial (NC), community shopping center (CSC), downtown district (DD), local neighborhood commercial (LNC), office park development (OPD), light industrial (LI), industrial (I), agricultural (A-1), or business park (BP) or multiple-family residential low-density (MFR-L), multiple-family residential medium-density (MFR-M), and multiple-family residential high-density (MFR-H); and
 - b. Where a specific use permit is required by subsection 7.P, permitted use table, and this subsection G; and
 - c. A planned unit development (PUD), in accordance with the procedures set forth in section 7.J.
 3. *Content.* The content of site plans are described above in subsection G.3 of this section.
 4. *Staff review.* An applicant for development that requires a site plan shall first consult with staff regarding the ordinance requirements and proposed development plan. An applicant shall consult with staff until all significant issues surrounding the proposed site plan and development are resolved, prior to proceeding to the commission.
 5. *Commission action.* An applicant may submit a site plan for consideration by the commission at any time after staff review is completed. After the proposed site plan is first considered by the commission, the commission shall render a decision thereon within 30 days. Any corrections, changes, or conditions required to ensure the plan complies with all existing ordinances that are imposed by the commission shall be provided to the applicant, in writing, and shall become a part of the approved site plan which, if not met, may be cause for enforcement action or invalidation of the site plan. Approval will expire one year after the approval of the site plans by the commission. Upon expiration of that time, the applicant must resubmit a site plan that conforms to current ordinances, provided, however, the applicant may request an extension in writing, which may be granted by the commission, for a period not to exceed a total of six months.
 6. *Enforcement.* Following the approval of a site plan, the building official shall inspect the development to ensure that it is in full compliance with the approved site plan.

(Ord. No. 93-13, § 1, 8-16-1993; Ord. No. 99-2, §§ 4, 5, 1-18-1999; Ord. No. 2000-22, § 2, 8-7-2000; Ord. No. 2000-23, § 1, 8-21-2000; Ord. No. 2001-21, §§ 1, 2, 10-15-2001; Ord. No. 2002-09, § 1, 4-15-2002; Ord. No. 2007-12, § 2, 10-1-2007; Ord. No. 2007-18, § 1, 10-15-2007; Ord. No. 2011-35, § 4, 12-5-2011; Ord. No. 2014-04, § 2, 3-3-2014)

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: September 9, 2024

Date submitted: 07/17/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider an ordinance regarding proposed amendments to Appendix C "Zoning," Section 3 "Provision for official zoning map" and Section 9 "Administration and enforcement – Building permits and certificates of zoning compliance," Subsection G "Specific Use Permits," Paragraph 7 "Time Limit" of the Friendswood City Code to amend the process of maintaining the official zoning map and to amend the time limit criteria for Specific Use Permits.

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to consider an ordinance regarding proposed amendments to Appendix C "Zoning," Section 3 "Provision for official zoning map" and Section 9 "Administration and enforcement – Building permits and certificates of zoning compliance," Subsection G "Specific Use Permits," Paragraph 7 "Time Limit" of the Friendswood City Code to amend the process of maintaining the official zoning map and to amend the time limit criteria for Specific Use Permits.

The notice of public hearing was published in The Reporter News on July 17, 2024, and posted on the City's notice boards and website on July 12, 2024.

The Planning and Zoning Commission held a hearing on this item on August 8, 2024, and voted to recommend the approval of the proposed amendments. The final report is attached.

Section 3 Amendments

Proposed amendments to this section will provide for the continued maintenance of an official zoning map to track zoning districts assigned to properties and removes the antiquated process of requiring the official zoning map to be periodically re-adopted by City Council and certified by the Mayor. Each individual zone change ordinance is properly adopted and attested, so the re-adoption and certification is not necessary. The proposed amendment allows for the official map to be maintained in the Community Development Department and adds an explanation that digital mapping can provide more current zoning information than the last adopted official zoning map.

Section 9 Amendments

Proposed amendments to this section are regarding expiration of specific use permits. It adds expiration criteria for phased developments. It also states that a SUP that is discontinued for one year expires, so that it can be removed from the official zoning map. The provision that allows an owner to request an extension applies to all expiration terms.

See attached files on the public hearing item for additional details.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Maintaining an official zoning map provides valuable historical reference for staff by detailing when zone changes were approved and how the map was amended; however, digital mapping is a big part of our processes now and provides a current view of the zoning districts. These changes combine the two processes efficiently.

RECOMMENDATIONS

The Planning and Zoning Commission held their public hearing on August 8, but postponed the item to the August 22 meeting for additional changes to the proposed ordinance. At the regular meeting held August 22, 2024, the City of Friendswood Planning and Zoning Commission voted 5 to 0 (Commissioners Sasson and Bounds were absent) on a motion to approve the requested zone change. See attached Final Report for more details.

ATTACHMENTS

1. Ordinance - Official Zoning Map and SUP Expiration

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX C "ZONING," SECTION 3 "PROVISION FOR OFFICIAL ZONING MAP" AND SECTION 9 "ADMINISTRATION AND ENFORCEMENT – BUILDING PERMITS AND CERTIFICATES OF ZONING COMPLIANCE," SUBSECTION G "SPECIFIC USE PERMITS," PARAGRAPH 7 "TIME LIMIT" OF THE FRIENDSWOOD CITY CODE TO AMEND THE PROCESS OF MAINTAINING THE OFFICIAL ZONING MAP AND TO AMEND THE TIME LIMIT CRITERIA FOR SPECIFIC USE PERMITS; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, in effort to ensure transparency, The Official Zoning Map of the City of Friendswood is continually maintained and updated by the Community Development Department so that the same reflects all amendments thereto on or about the effective date of each such amendment; and

WHEREAS, since the map is continually being updated, the readoption of the same at regular intervals is no longer necessary; and

WHEREAS, additionally, the City of Friendswood Zoning Ordinance provides for an expiration date of two years for specific use permits; however, it does not contemplate an expiration date for specific use permits for long-term, multi-phased developments beyond the first phase; and

WHEREAS, in order to keep the Official Zoning Map clean and current, an expiration date on such long-term, multi-phased developments is appropriate in case subsequent phases never get developed; and

WHEREAS, the City is mindful that some developments may need extensions beyond the two-year expiration date; therefore, it desires to afford developers with a process whereby extensions may be requested; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the Planning and Zoning Commission and the City Council conducted public hearings on such application, allowing all interested persons the opportunity to be heard; and

WHEREAS, after the public hearing on the application and after having considered the application, the relevant support materials, and public testimony, the Planning and Zoning Commission filed a final report and recommendation with the City Council to approve the proposed text amendments contained in this ordinance; and

WHEREAS, in accordance with the Friendswood City Code and all applicable laws, the City Council has determined that all public notices have been posted and published and all required hearings on this matter have been held; and

WHEREAS, the City Council further finds that this ordinance complies with the applicable provisions of the City Charter, City Code and all other applicable laws; and

WHEREAS, the City Council deems it appropriate to approve the amendments contained herein;
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. That Appendix C "Zoning," Section 3 "Provision for official zoning map" of the Friendswood City Code is hereby amended to read as follows:

APPENDIX C. ZONING

Section 3. Provision for official zoning map.

A. *Official zoning map.*

- (1) The first official zoning map of the City of Friendswood was adopted April 13, 1970, and is systematically updated in accordance with this section to incorporate all amendments thereto approved by city council.
- (2) The boundaries of the zoning districts of the city are adopted by ordinance and shown graphically on the official zoning map, which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this appendix.
- (3) The director shall maintain records identifying all amendments to the official zoning map, including the associated ordinance numbers. Such records shall be updated promptly and, in any event, no more than fifteen (15) days following city council approval of an amendment.
- (4) Regardless of the existence of purported copies of the official zoning map which may be made or published from time to time, the official zoning map shall be located in the office of the community development department; and it along with the record of the amendments shall be the final authority as to the current zoning status of land areas, buildings, and other structures in the city.
- (5) This official zoning map shall be identified by the signature of the director and the effective date under the following words:
"This is to certify that this is the official zoning map referred to in Section 3 of the City of Friendswood Zoning Ordinance."
- (6) In the event the official zoning map becomes difficult to interpret because of the nature or number of changes or additions, the director may incorporate those changes or additions into a new official zoning map, in compliance with Section 3.A.3., which shall supersede the prior official zoning map.

B. *Digital Mapping.* Digital maps may be used in the administration and enforcement of this code. Digital mapping will not replace the official map but may represent the most accurate and up-to-date information in between printings.

Section 3. That Appendix C "Zoning," Section 9 "Administration and enforcement – Building permits and certificates of zoning compliance," Subsection G "Specific use permits," Paragraph 7 "Time Limit" of the Friendswood City Code is hereby amended to read as follows:

APPENDIX C. ZONING

Section 9. Administration and enforcement – Building permits and certificates of zoning compliance.

G. *Specific use permits.*

...

7. Time limit.

a. *Expiration.* A specific use permit issued under this section shall expire:

(1) Two years after its date of issuance if construction or use authorized thereunder is not substantially under way prior to the expiration of said two-year period; provided, however, where the development is based on a long-term, multi-phased master plan, each phase of the specific use permit shall be severable and shall be subject to the two-year expiration period, which shall expire as follows:

(a) for the initial phase, two years after its date of issuance and

(b) for subsequent phases, two years after the date construction is commenced for each applicable phase; provided construction commences prior to the expiration of the previous phase; or

(2) One year following the discontinuation of the use for which the specific use permit was approved.

b. *Extension.* If, prior to the expiration of the specific use permit, the owner of property to which a specific use permit applies requests, in writing, an extension thereof, the city council, after recommendation from the planning and zoning commission, may approve such extension for not more than two additional years

Section 4. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 5. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares

that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 8. This ordinance shall take effect ten (10) days from and after its passage on first reading by the City Council of the City of Friendswood, Texas, and its publication in the official newspaper of the City.

INTRODUCED, READ, AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood this 9th day of September, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2024

Date submitted: 08/06/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Conduct a public hearing regarding the City of Friendswood proposed tax rate for Fiscal Year 2024-2025.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

Based on Texas Constitution Article VIII, Section 21 and Tax Code Chapter 26, Texas' truth-in-taxation principles provide that a taxing unit, other than a water district or small taxing unit which are covered by special provisions, must publish special notice and hold a public hearing before adopting a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate; which could result in an increase of property taxes imposed by a taxing entity on properties taxed in both the current and preceding tax years.

On August 5, 2024, the City Council took action to propose a tax rate of \$0.514172 per \$100 property valuation for 2024. The proposed tax rate exceeds the lower of the no-new-revenue tax rate or voter-approval tax rate by 3.85 percent and would result in a tax revenue increase of approximately \$2,619,447 from properties taxed in, both, the current and preceding tax years. Also, on August 5, 2024, the City Council scheduled a public hearing on the proposed tax increase for September 9, 2024. As required by truth-in-taxation guidelines, the date, time and location of the meeting to adopt the tax rate will be announced at the public hearing.

A quarter-page advertisement for the notice of public hearing on the tax increase was published in the Friendswood Reporter News on August 21, 2024. The notice explains the proposed change to the property tax rate and reflects the public hearing date. The notice is posted on the City's website and PEG channel.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The public hearing gives City Council an opportunity to receive comments from the public regarding the proposed tax revenue increase.

RECOMMENDATIONS

Hold public hearing.

ATTACHMENTS

1. 2024 Friendswood Public Hearing Notice on Tax Increase

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.514172 per \$100 valuation has been proposed by the governing body of the City of Friendswood.

PROPOSED TAX RATE	\$0.514172 per \$100
NO-NEW-REVENUE TAX RATE	\$0.495117 per \$100
VOTER-APPROVAL TAX RATE	\$0.552283 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for the City of Friendswood from the same properties in both the 2023 tax year and the 2024 tax year. The voter-approval rate is the highest tax rate that the City of Friendswood may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Friendswood is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 9, 2024 at 6:00 PM at Friendswood City Hall, 910 South Friendswood Drive, Friendswood, Texas 77546.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Friendswood is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of the City of Friendswood at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:
Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Mayor Mike Foreman	Mayor Pro-Tem Joe Matranga	Sally Branson
	Brent Erenwert	Trish Hanks	John Ellisor

AGAINST the proposal: Robert J. Griffon

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property. The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state. The following table compares the taxes imposed on the average residence homestead by City of Friendswood last year to the taxes proposed to be imposed on the average residence homestead by City of Friendswood this year.

	2023	2024	Change
Total tax rate (per \$100 of value)	\$0.500728	\$0.514172	increase of 0.013444 per \$100, or 2.68%
Average homestead taxable value	\$339,102	\$352,623	increase of 3.99%
Tax on average homestead	\$1,697.98	\$1,813.09	increase of 115.11, or 6.78%
Total tax levy on all properties	\$22,359,567	\$23,454,221*	increase of 1,094,654, or 4.90%

*Total tax levy excludes approximately \$4.3 million from properties with ceilings.

For assistance with tax calculations, please contact the tax assessor for City of Friendswood at (877) 776-2284 or galcotax@galvestoncountytexas.gov, or visit www.galcotax.com for more information.

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: September 9, 2024

Date submitted: 08/06/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider an ordinance for first and final reading adopting and levying the ad valorem tax rate for maintenance and operation expenditures for the City of Friendswood's fiscal year commencing October 1, 2024, and ending September 30, 2025, and adopting and levying the ad valorem tax rate for debt service for the City of Friendswood's fiscal year commencing October 1, 2024, and ending September 30, 2025.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

According to the Texas Property Tax Code and the Texas Truth-in-Taxation Guidelines, the adoption of the tax rate must be a separate item on the City Council meeting agenda. The tax rate must be adopted by the affirmative vote of five members of the City Council.

The proposed tax rate of \$0.514172 is composed of the maintenance and operations (M&O) rate at \$0.404140 and the interest and sinking debt service (I&S) rate at \$0.110032.

Truth-in-Taxation Guidelines for Taxing Units Other than Schools, based on Section 26.05(a) of the Texas Tax Code, requires tax rate adoption by September 30th or by the 60th day after the taxing unit receives the certified appraisal roll, whichever date is later, if adopting a tax rate that does not exceed the voter-approval tax rate. Certified property tax values were received on July 25, 2024; making our required tax rate adoption date September 25, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

This action is required to comply with the Truth in Taxation guidelines regarding tax rate adoption.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Tax Rate

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING AND LEVYING THE AD VALOREM TAX RATES FOR THE GENERAL FUND MAINTENANCE AND OPERATIONS AND FOR DEBT SERVICE FOR THE CITY OF FRIENDSWOOD FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the latter of September 30th or the 60th day after the date the City receives the certified appraisal roll, the City Council shall adopt a tax rate for the current tax year; and

WHEREAS, the City received the certified appraisal roll from Galveston Central Appraisal District on July 25, 2024, making September 25, 2024, the required tax rate adoption date; and

WHEREAS, the City's tax rate consists of the following two components:

1. the rate that, if applied to the total taxable value, will impose the amount of taxes needed to pay debt service; and
2. the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operations expenditures of the City for the next year; and

WHEREAS, the proposed tax rate for debt service is \$0.110032 per \$100 valuation and the proposed the tax rate for maintenance and operation expenditures is \$0.404140 per \$100 valuation; and

WHEREAS, the combined tax rate of \$0.514172 exceeds the no-new revenue tax rate but not the voter-approval tax rate; and

WHEREAS, on September 9, 2024, prior to the passage of this ordinance, the City Council held a public hearing on the proposed tax rate in accordance with the Texas Tax Code affording adequate opportunity for proponents and opponents of the tax increase to present their views; and

WHEREAS, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of this ordinance have been timely and properly given and held; and

WHEREAS, in adopting this ordinance, a Councilmember made the following motion:

I move that the property tax rate be increased by the adoption of a tax rate of \$0.514172, which is effectively a 3.85% percent increase in the tax rate;
and

WHEREAS, the vote on such motion was made by a record vote and passed by at least five (5) members of the City Council; 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 found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. The City Council of the City of Friendswood hereby adopts and sets for the fiscal year commencing October 1, 2024, and ending September 30, 2025, an ad valorem tax rate of \$0.404140 on each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City on January 1, 2024, made taxable by law, which said taxes, when collected, shall be apportioned among funds for the purpose of maintenance and operation expenditures.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.79 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$25.69.

Section 3. That the ad valorem tax rate of \$0.404140, as set forth in Section 2, is hereby levied and shall be assessed and collected on one hundred percent (100%) of each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) assessed value of property located within the city limits of the City of Friendswood on January 1, 2024, as valued by the Harris Central Appraisal District and the Galveston Central Appraisal District and made taxable by law.

Section 4. The City Council of the City of Friendswood hereby adopts and sets for the fiscal year commencing October 1, 2024, and ending September 30, 2025, an ad valorem tax rate of \$0.110032 on each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) of assessed value of all property, real, personal, and mixed, within the corporate limits of the City on January 1, 2024, made taxable by law, which said taxes, when collected, shall be apportioned among funds for the purpose of debt service.

Section 5. The ad valorem tax rate of \$0.110032, as set forth in Section 4, is hereby levied and shall be assessed and collected on one hundred percent (100%) of each ONE HUNDRED AND NO/100 DOLLARS (\$100.00) assessed value of property located within the city limits of the City of Friendswood on January 1, 2024, as valued by the Harris Central Appraisal District and the Galveston Central Appraisal District and made taxable by law.

Section 6. That the Tax Assessor and Collector of the City of Friendswood is hereby directed to assess, extend and enter upon the Tax Rolls of the City of Friendswood for the current year the amounts and rates herein levied, and to keep a current account of same. All collection of such taxes, as well as collection of taxes owed for prior years, to include penalty and interest thereof, shall be deposited in the official depository of the City of Friendswood to be distributed between the General Fund and the Debt Service on a basis determined by the percentage that each bear to the total tax rate.

Section 7. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 8. That in the event any clause phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed

each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 9. 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 on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 9th day of September, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2024

Date submitted: 08/06/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider ratifying the property tax revenue reflected in the City of Friendswood's Budget for Fiscal Year 2024-2025, adopted on August 26, 2024.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

On August 26, 2024, the City Council adopted the City of Friendswood's Budget for Fiscal Year 2024-2025. Pursuant to Section 102-007(c) of the Texas Local Government Code, the City Council must take a separate vote to ratify the property tax increase reflected in the budget. This vote is separate and distinct from the vote adopting the budget and the vote on the tax rate required by Chapter 26 of the Texas Tax Code.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Compliance with the State regulations and Truth-in-Taxation guidelines

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2024

Date submitted: 08/06/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Present an update on the Parks and Recreation's Taylor Swift Tribute Band Concert to be held on Friday, September 20, 2024.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Event highlights:

- Date and Time: Friday, September 20, 2024, 6:00-9:30 P.M.
- We only have 'standing room' tickets left.
- Park opens to the public at 6:00 P.M.
- DJ playing all Taylor Swift songs and remixes from 6:00-8:00 P.M., for our pre-concert jams!
- At the event, Swifties can visit "Taylor's Plaza" where we'll have a variety of vendors selling hair tinsel, a glitter bar, a friendship bracelet station, a red lip bar, and then HomeTown Bank is giving out custom Taylor glasses for the show!
- Concert starts at 8:00 P.M. (90 minute show)
 - Taylor Swift eras concert, to include eras costume changes!

If you're a Swiftie, you'll know that all our event details are references to all things Taylor Swift—it's going to be ENCHANTING!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

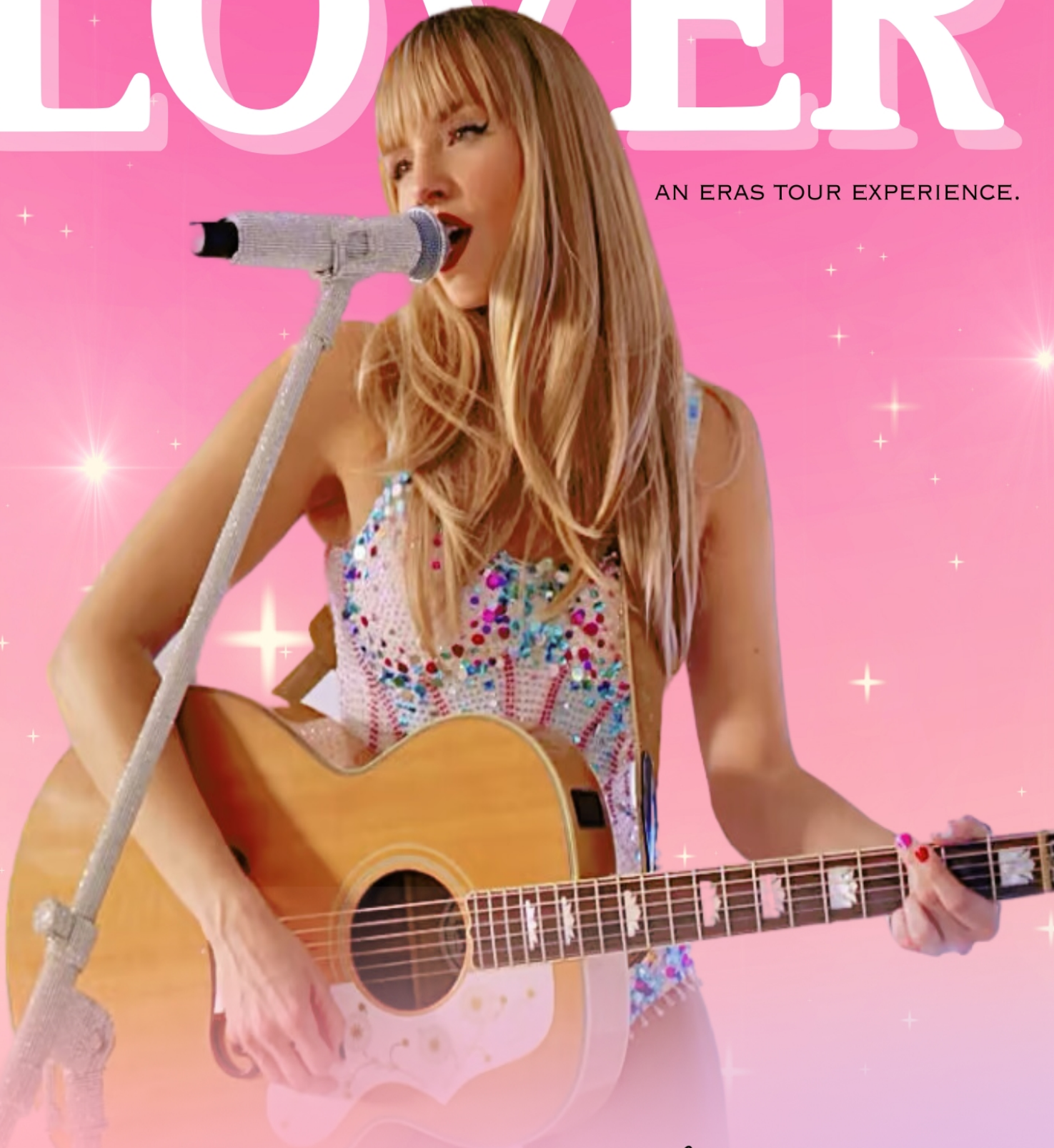
ATTACHMENTS

1. Lover Concert Flyer

TAYLOR SWIFT TRIBUTE BAND

LOVER

AN ERAS TOUR EXPERIENCE.



SEPTEMBER 20 ♡ **8PM**

FRIENDSWOOD CENTENNIAL PARK



Purchase your tickets here: friendswood.com/register

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: September 9, 2024

Date submitted: 08/06/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Present an update on the Friendswood Library's Taylor Swift Party to be held on Saturday, September 21, 2024.

Originating Department: Library

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Friendswood Library will hold a Swiftie Saturday on Saturday, September 21, from 1:30 p.m. - 3:30 p.m. Swifties of all ages can join the celebration, there will be crafts, games, trivia, a photo booth and many more. Swifties can enjoy iced coffee for purchase by Summer Moon Coffee, and the first 20 attendees will win sunglasses.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Swiftie Saturday

Swiftie Saturday

CELEBRATE YOUR LOVE OF
TAYLOR SWIFT WITH SWIFTIES
OF ALL AGES!

- photobooth
- games/trivia
- crafts
- and more!

ICED COFFEE
SOLD BY



FIRST 20 ATTENDEES
WIN SUNGLASSES!



SEPTEMBER 21, 2024

1:30 - 3:30 PM



Friendswood Library

416 S Friendswood Dr, Friendswood, TX 77546

281-482-7135 / www.friendswood.lib.tx.us

FRIENDS 
THE FRIENDSWOOD PUBLIC LIBRARY

ENGAGE • EDUCATE • ENTERTAIN • EMPOWER
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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: September 9, 2024

Date submitted: 08/29/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Present an update on debris operations from Hurricane Beryl.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Debris removal and monitoring operations came to a close at the end of August. At final tally (approximate figures):

- Hurricane Beryl - - 118K cubic yards of debris picked up (52 days from storm to completion)
- Hurricane Harvey - - 143K cubic yards of debris picked up (142 days from storm to completion)
- Hurricane Ike - - 464K cubic yards of debris picked up (123 days from storm to completion)
- Tropical Storm Allison - - 12K cubic yards of debris picked up (26 days from storm to completion)

A big thank you to the Department of Emergency Services and others that worked countless hours before, during, and after the storm!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None at this time.

ATTACHMENTS

1. 24.08.30_Friendswood Daily Reports
2. Hurricane Beryl Update



DAILY DEBRIS ACTIVITY REPORT

Daily Report For: 8/29/2024

Client: City of Friendswood, TX

Mission: Hurricane Beryl (DR-4798-TX)

Debris Hauler: Crowder Gulf

Report Generated On: 8/30/2024



DAILY SUMMARY

Thursday, August 29, 2024

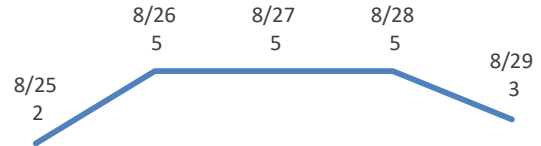
Total Loads Collected:	3
Average Loads per Truck/Trailer:	3
Average Load by CYD:	47
Minimum Load by CYD:	28
Maximum Load by CYD:	63

Hazardous Hanging Limbs	-
Hazardous Trees (All Size)	-



FIELD MONITORS

Monitor Count per Day



Thursday, August 29, 2024

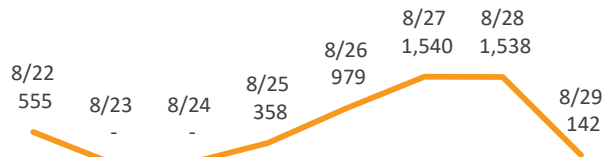
Days from Debris Removal Start: 46

Days from FEMA Disaster Incident Start: 52



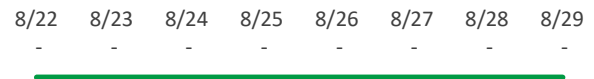
HAUL IN TREND

Cubic Yard per Day



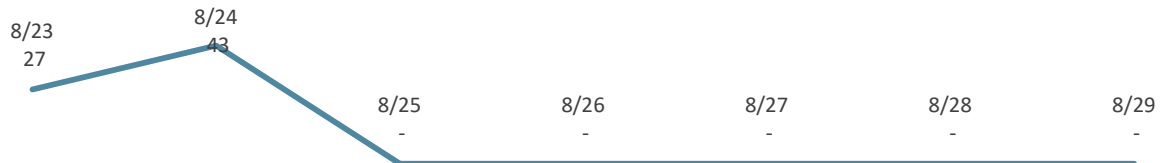
HAUL OUT TREND

Cubic Yard per Day



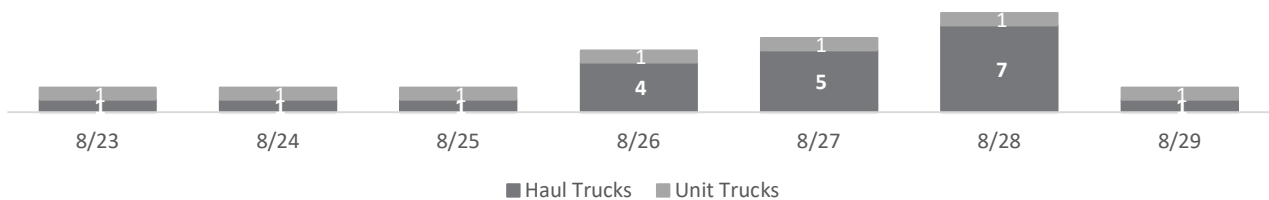
TREE WORK TREND

Tickets per Day



EQUIPMENT

Truck & Trailer Count per Day



ROW Haul In Collection Detail

Thursday, August 29, 2024

<u>Contractor & Debris Type</u>	Daily Collection		Project to Date	
	<u>Loads</u>	<u>CYD</u>	<u>Loads</u>	<u>CYD</u>
Vegetation	1	28	1,953	105,083
Construction & Demolition (C&D)	2	114	237	13,236
Collection Totals	3	142	2,190	118,319
Collection Totals	3	142	2,190	118,319

Processed Debris Haul Out Detail

Thursday, August 29, 2024

<u>Contractor & Debris Type</u>	Daily Haul Out		Project to Date	
	<u>Loads</u>	<u>CYD</u>	<u>Loads</u>	<u>CYD</u>
Mulch	-	-	-	-
Compact C&D	-	-	-	-
Haul Out Totals	-	-	-	-
Haul Out Totals	-	-	-	-

Debris Management Site (DMS) & Final Disposal Site (FDS) Detail

Thursday, August 29, 2024

<u>Disposal Site Name & Debris Type</u>	Daily Collection		Project to Date	
	<u>Loads</u>	<u>CYD</u>	<u>Loads</u>	<u>CYD</u>
Dixie Landfill FDS				
Vegetation	1	28	1,953	105,083
Construction & Demolition (C&D)	2	114	237	13,236
Dixie Landfill FDS Totals	3	142	2,190	118,319
All Disposal Site Totals	3	142	2,190	118,319

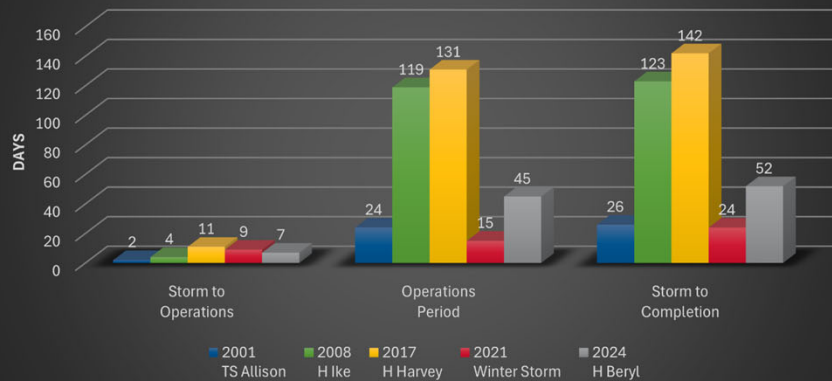
Unit Rate Debris Collection Statistics

Thursday, August 29, 2024

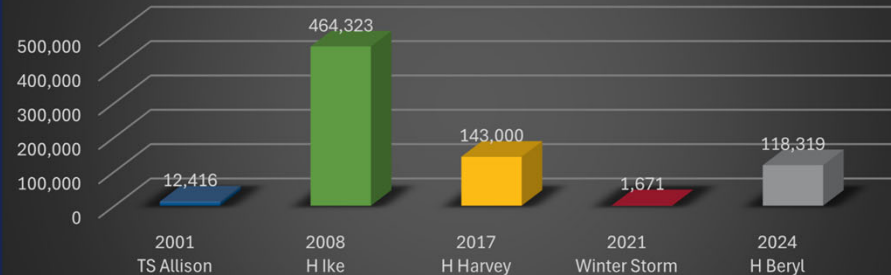
<u>Contractor & Debris Type</u>	Daily Collection	Project to Date
	<u>Units</u>	<u>Units</u>
Hazardous Trees	-	63
Hazardous Hanging Limbs	-	992

Hurricane Beryl Update

Debris Operations Timeline



Total Cubic Yards of Debris



COMMUNICATION TO RESIDENTS



REGISTER NOW!
Use the QR Code to register for the Friendswood Emergency Notification System and City Newsletters.

-  @FRIENDSWOODCITY
-  @FRIENDSWOODCITY
-  @FRIENDSWOODCITY
-  CITY OF FRIENDSWOOD

September 4, 2024

| 4

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: September 9, 2024

Date submitted: 08/30/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Recognize Deputy City Secretary Raquel Martinez for successfully completing the Texas Municipal Clerks Association (TMCA) Certification Program.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Texas Municipal Clerks Certification Program is a self-paced distance learning program that consists of four courses: (i) Public Management and Administration, (ii) Understanding the City and Local Government Law, (iii) Context of Local Government Finance, Revenue Sources, Local Budget, Budget Cycle, Public Funds Investment, and Ethics and (iv) Motivation, Public Relations, Supervision, and Election Laws.

At the completion of all four courses, with each course consisting of multiple homework assignments, an examination and the attendance of two seminars, the student graduates from the program with a final certificate and the Texas Registered Municipal Clerk, TRMC, designation.

On August 30th, Raquel was notified that she had completed all the necessary requirements to graduate and was now qualified to use the designation of TRMC as a Texas Registered Municipal Clerk. Raquel will attend a formal graduation ceremony at the January 23, 2025, TMCA Election Law Seminar. Many congratulations to Raquel for this wonderful achievement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

None at this time.

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: September 9, 2024

Date submitted: 08/15/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider entering into a Fuel Partnership Agreement with Friendswood Independent School District for the City's use of FISD's Transportation Facility for the delivery and receipt of fuel products.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In 2011, the City entered into its first fuel partnership agreement with the Friendswood Independent School District ("FISD") to specify the responsibilities of the parties for payment of gasoline and the City's use of the FISD's Transportation Facility (the "Facility") for fueling certain non-diesel vehicles. Such agreement required the City to pay FISD the cost of the fuel used by the City plus a surcharge to cover administrative costs, capital needs, and maintenance costs for the Facility. Since 2011, the agreement has been change several times with the salient changes being as follows:

Year	General Changes
2014	• Required City to be billed directly by the vendor. • Required FISD to bill the City the Surcharge • Provided for automatic renewals.
2016	• Changed the cooperative purchasing group from which the fuel was to be purchased (from the Harris County Department of Education to the City of Baytown).
2019	• Increased surcharge from \$0.07 to \$0.09 • Specified that freight charges would be divided evenly between the parties

The proposed agreement contains all of the same terms and conditions but provides that the City, rather than FISD, will enter into the contract to purchase the fuel in compliance with all applicable laws pertaining to the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Fuel Partnership Agreement

Friendswood Independent School District (FISD) and City of Friendswood (COF) Fuel Partnership Agreement

From and after the last signature hereinbelow, fuel shall be purchased by COF in compliance with applicable laws, rules and regulations applicable to COF, at a daily rate as assigned by the vendor and then a surcharge for every gallon delivered is assessed. The fuel will be delivered to the existing tanks at the Transportation Facility at FISD and delivered to COF vehicles through monitored pumps.

Terms of this agreement are as follows:

Cost:

- All fuel deliveries will be assigned a price per gallon based on the Rack price on the delivery date. This price will be assessed for every gallon of fuel pumped from that date until a new delivery of fuel is received. Costs will then be adjusted for new Rack price and assessed as the per gallon rate.
- The COF will be invoiced directly by the vendor for all unleaded fuel. The COF will pay for the unleaded fuel, including applicable fees and State Motor Fuel Taxes. FISD will reimburse COF for unleaded fuel and associated fees, less State Motor Fuel Tax for gasoline per gallon used by FISD.
- An additional \$0.09 per gallon on top of the fuel cost will be assessed by FISD to COF fuel. This additional cost will help to defer the delivery cost assigned by the vendor, administrative costs, capital needs and maintenance costs incurred by the District.
- An invoice for the \$0.09 per gallon assessment for each gallon pumped by the COF will be submitted to COF on a monthly basis.
- Any freight charges assessed by the Vendor for fuel delivery requested by FISD will be divided equally between FISD and the COF.
- Any additional costs for multiple drop off locations by the Vendor, if requested by the City, will be funded by the COF.
- All efforts will be made by FISD Transportation Dept. to order more than 8,000 gallons in an effort to receive the highest discount possible for, both, the District and the COF. FISD retains the right to require COF vehicles to fuel at alternate locations for a specified period of time to avoid partial shipments.
- Shipment planning for COF will be built around the estimated demand of 9,000 gallons per month with police having highest priority.

Logistics:

- The COF will be responsible for completion of the template required to input the users into the monitoring system software.
- To allow for bus fueling prior to routes, the pumps will be closed between the following times on scheduled days of school for all COF vehicles: 6:00 a.m. to 7:00 a.m., 8:00 a.m. to 9:00 a.m., 1:30 p.m. to 2:30 p.m. and 4:30 p.m. to 5:30 p.m.
- The COF will be given gate combination until an electrical system can be created; at which time, access passcode will be given to COF.
- The FISD Transportation Director has the right to suspend COF fueling for a limited time.

Any damage to equipment to facilities of Fisd by the COF will be the financial responsibility of the COF.
Timeline

- The agreement can be cancelled with thirty-day notice by either the COF or Fisd.
- This agreement shall automatically renew annually upon the anniversary date in which it was executed.

Fisd

THAD ROHER, Superintendent of Schools

Date

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

Date

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2024

Date submitted: 08/15/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an agreement with Mansfield Oil Company of Gainesville, Inc., through OMNIA Partners utilizing the City of Fort Worth Contract No. 53315, for the purchase and delivery of diesel fuel and unleaded gasoline for vehicles owned by the City and the Friendswood Independent School District.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The proposed agreement authorizes the purchase and delivery of diesel fuel and unleaded gasoline (collectively "Fuel") for vehicles of the City and the Friendswood Independent School District ("FISD") through the OMNIA Partners cooperative purchasing program in an amount not to exceed \$500,000. The agreement allows the City to purchase fuel from Mansfield Oil Company of Gainesville, Inc. ("Mansfield Oil") at a daily rate, which will be based, in part, on a standard fuel price index (e.g., the OPIS) for the area plus applicable surcharges, fees, charges, and taxes, which is more specifically detailed in Exhibit "A." Mansfield Oil will deliver the Fuel to the City's Deepwood facility as well as FISD's transportation facility. City will continue to fuel its diesel vehicles at Deepwood and unleaded gasoline at FISD's facility. The Agreement is for a term of one year and may be extended for one-year periods if renewed or if an order is placed after the expiration date.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Agreement and Acknowledgment for Sale of Petroleum Products
2. OMNIA Agreement

AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS

This **AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS** (the "Acknowledgment") is made effective this day of August 16, 2024 (the "Effective Date") by and between **City of Friendswood, TX**, with an address of 910 S. Friendswood Dr, Friendswood, TX 77546 ("Customer"), and **MANSFIELD OIL COMPANY OF GAINESVILLE, INC.** with an address of 1025 Airport Parkway, SW, Gainesville, Georgia 30501 ("Mansfield").

WHEREAS, Mansfield and Customer intend to enter into an agreement the terms and conditions of which shall be governed by the contract set forth by OMNIA Partners utilizing as a lead agency the City of Fort Worth Texas (AKA the City of Fort Worth Contract # **53315**) (hereinafter, the "Agreement"), the terms of which are hereby incorporated herein by reference; and,

WHEREAS, the parties desire to execute this Acknowledgment.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer and Mansfield agree that the terms of the Agreement are hereby incorporated and amended as follows:

1. ADHERENCE TO AGREEMENT TERMS. Except as otherwise specifically provided herein, the parties hereto expressly adopt and incorporate by reference all of the terms and conditions set forth in the Agreement referenced above, including all attachments thereto. The parties hereto further expressly agree to adhere to and abide by all such terms set forth in the Agreement, which shall be fully enforceable and govern all transactions between the parties hereto as of the Effective Date of this Acknowledgment. The parties agree that the Agreement is hereby modified to the following extent:

- a. All references to the "City" or "City of Fort Worth" in the Agreement shall mean and refer to the "Customer" as defined hereinabove.
- b. Venue for all purposes shall lie in Galveston County, Texas.
- c. Prior to Mansfield performing services hereunder, Mansfield shall:
 - (1) provide a detailed contingency plan as referenced in Section 2.4 of the Agreement;
 - (2) provide proof of insurance as required in Section 10 of the Agreement to the Customer to the address referenced in Section 4 of this Acknowledgement, which proof shall (i) list the Customer and the Friendswood Independent School District, and their respective officers, agents and employees as additional insured on all liability policies, and (ii) provide a waiver of subrogation in favor of the City and Friendswood Independent School District on all policies required in Section 10 of the Agreement; and
 - (3) provide the City with a completed Verification of Signature Authority Form included in Exhibit D to the Agreement.
- d. Petroleum products ordered by the Customer, through its designated representative, will be delivered on the dates requested to various sites, including, but not limited to, the following:

400 Woodlawn Drive	1306 Deepwood
Friendswood, Texas 77546	Friendswood, Texas 77546

2. TERM AND AUTOMATIC RENEWAL. The Term of this Agreement is for one (1) year from the Effective Date of the Acknowledgement. Thereafter, the parties hereto may also choose to renew this Acknowledgment for additional one (1) year term periods under the same terms and conditions. In the event the parties hereto fail to execute a term extension addendum to this Acknowledgment and Customer continues to place orders for petroleum products with Mansfield after the applicable expiration date, the parties agree that this Acknowledgment shall be deemed renewed for another one (1) year period, unless this Acknowledgement is earlier terminated in accordance with Section 4 of the Agreement.

3. PRICING. Schedule A, attached hereto and incorporated herein by reference, shall govern pricing and product details, and may be changed by the agreement of both parties via a written amendment.

4. **NOTICES.** All written notices or other communications under this Acknowledgment shall be deemed duly given when made in writing and delivered in hand, or upon receipt when properly addressed return-receipt-requested and delivered by U.S. Postal Services or other delivery service to the following addresses:

Customer: City of Friendswood, TX
910 S. Friendswood Dr
Friendswood, Texas 77546
Attn: Purchasing Coordinator with a copy to the same address Attn: City Manager

Mansfield: Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway SW
Gainesville, GA 30501
Attn: Dan Luther, with a copy to same address, Attn: Legal Dept.

5. **ENTIRE AGREEMENT.** This Acknowledgment, together with all referenced attachments and Agreements, shall constitute the entire agreement between the parties with respect to the subject matter of this Acknowledgement. This Acknowledgement supersedes all prior oral and written communications, agreements and understandings of the parties with respect to the subject of this Acknowledgement. No modifications hereof shall be effective unless expressly set forth in writing signed by an authorized representative of both parties hereto.

The parties intending to be legally bound have caused this Acknowledgment to be executed by their duly authorized representatives on the dates set forth below.

CITY OF FRIENDSWOOD, TX

By: _____
Name: _____
Title: _____
Execution Date: _____

**MANSFIELD OIL COMPANY
OF GAINESVILLE, INC.**

By: Dan Luther
Name: Dan Luther
Title: VP, Government Sales
Execution Date: 8/16/2024

****By executing this Acknowledgment, both parties are agreeing they have received and understand the terms and conditions of the Agreement (as set by OMNIA Partners). Such agreement can be found at the following link/web address: [Mansfield Cooperative Contract | Contract Documentation \(omniapartners.com\)](https://omniapartners.com)**

SCHEDULE A – CUSTOMER PRICING (FTL) & (LTL)

- **FTL Pricing: Deliveries made by large transport semi-trucks**
Product (exclusive of any applicable taxes)

Diesel Fuel #2 TEX LED

- FTL: OPIS GCA Houston, TX Average + \$.0065 per gallon

RFG87E10

- FTL: OPIS GCA Houston, TX Average - \$.0005 per gallon

- **Freight Charges (are a pass-through under the Omnia Contract)**
 - Estimated Average Freight
 - FTL Diesel: \$.0312 per gallon
 - FTL Gasoline: \$.0273 per gallon

- **LTL Pricing: Deliveries made by Tankwagon**
Product (exclusive of any applicable taxes)

Diesel Fuel # 2 TEX LED

- LTL: OPIS GCA Houston, TX Average + \$.1715

RFG87 E10

- LTL: OPIS GCA Houston, TX Average + \$.1715

- **Freight Charges (are a pass-through under the Omnia Contract)**
 - Estimated Average Freight
 - LTL Diesel: \$.2249
 - LTL Gas: \$.2249

Additive Fee: \$Cost

- **Pumps Fees, Split Fees, Minimum Freight, and Demurrage at Customer Sites are a pass-through to the customer.**
- **Additive Fee: \$Cost**

RECEIVED
DEC 20 2019
CITY OF FORT WORTH
CITY SECRETARY

CITY SECRETARY
CONTRACT NO. 53315

SUPPLIER SERVICES AGREEMENT
MOTOR FUELS, AVIATION FUELS, AND RELATED SERVICES
(NON-EXCLUSIVE COOPERATIVE AGREEMENT)

This **SUPPLIER SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF FORT WORTH** ("City"), a Texas home rule municipal corporation, acting by and through its duly authorized Assistant City Manager, and **MANSFIELD OIL CO. OF GAINESVILLE, INC.** ("Supplier"), acting by and through its duly authorized representative, each individually referred to as a "**party**" and collectively referred to as the "**parties**."

AGREEMENT DOCUMENTS:

The Agreement documents shall include the following:

1. This Supplier Services Agreement;
2. Exhibit A – Scope of Services;
3. Exhibit B – City of Fort Worth Specifications
4. Exhibit C – Price Schedule;
5. Exhibit D – Verification of Signature Authority Form; and
6. Exhibit E – City of Fort Worth Request for Proposals (RFP) No. 19-0000037 and Supplier's response to the Request for Proposals.

Exhibits A, B, C, D, and E which are attached hereto and incorporated herein by reference, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B, C, D, or E and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

1. SCOPE OF SERVICES.

Supplier shall provide City with the motor and aviation fuels, and related services for the City's fleet ("Services"). Exhibit "A," - Scope of Services and Exhibit "B" – City of Fort Worth Specifications more specifically describe the Services to be provided hereunder. Supplier agrees that the City may award non-exclusive agreements to multiple bidders for motor fuel, aviation fuel, and related services as outlined in the Request for Proposals.

In connection with this Agreement, City is acting as the Principal Procurement Agency with OMNIA Partners – Public Sector. This Agreement is a cooperative purchasing agreement allowing Supplier to Supply the City and Participating Agencies within the Dallas/Fort Worth metropolitan area and in the 48 contiguous United States, and the District of Columbia, with motor fuel, aviation fuel and related services. The general scope of this Agreement includes finished motor gasoline, finished aviation gasoline, Kerosene-Type Jet Fuel, Distillate Fuel Oil for on-highway and off-highway diesel engines, Renewable Green Diesel, Biodiesel, and Diesel Emission Fluid (collectively "Motor Fuels and Aviation Fuels"). This scope of Motor Fuels and Aviation Fuels covered by this Agreement is intended to be broad and inclusive of all motor and aviation fuels used by Participating Agencies in the United States and the District of Columbia. The specifications for the City are detailed in a dedicated section of this Agreement. Specifications for all other Participating Agencies are intentionally left at a general level to avoid omission of certain specifications or blends for any given Participating Agency, however Supplier is required to meet similar specification expectations as provided by the City, and as specified in the definitions provided in this Agreement, in the provision of fuel to other Participating Agencies.

2. TERM.

This Agreement shall begin on January 1, 2020 ("Effective Date") and shall expire on December 31, 2020 ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term"). Upon the expiration of the Initial Term, this Agreement may be renewed under the same terms and conditions for up to four (4) one-year renewal periods ("Renewal Term").

3. COMPENSATION.

City shall pay Supplier in accordance with the provisions of this Agreement and Exhibit "C," – Price Schedule. The aggregate amount of all contracts City awards to multiple bidders under RPF No. 19-0000037, including this Agreement, **shall not exceed twelve million dollars (\$12,000,000.00)**. City makes no promise or guarantee of the total amount of motor fuel, aviation fuel, and related services that City will procure from Supplier under this Agreement. Supplier shall not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Supplier not specified by this Agreement unless City first approves such expenses in writing.

4. TERMINATION.

4.1. Written Notice. City or Supplier may terminate this Agreement at any time and for any reason by providing the other party with 30 days' written notice of termination.

4.2. Non-appropriation of Funds. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Supplier of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.3. Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, City shall pay Supplier for services actually rendered up to the effective date of termination and Supplier shall continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Supplier shall provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Supplier has received access to City Information or data as a requirement to perform services hereunder, Supplier shall return all City provided data to City in a machine readable format or other format deemed acceptable to City.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

5.1. Disclosure of Conflicts. Supplier hereby warrants to City that Supplier has made full disclosure in writing of any existing or potential conflicts of interest related to Supplier's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Supplier hereby agrees immediately to make full disclosure to City in writing.

5.2. Confidential Information. Supplier, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by City ("City Information") as confidential and shall not disclose any such information to a third party without the prior written approval of City.

5.3. Unauthorized Access. Supplier shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Supplier shall notify City immediately if the security or integrity of any City

Information has been compromised or is believed to have been compromised, in which event, Supplier shall, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and shall fully cooperate with City to protect such City Information from further unauthorized disclosure.

6. RIGHT TO AUDIT.

Supplier agrees that City shall, until the expiration of three (3) years after final payment under this contract, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Supplier involving transactions relating to this Agreement at no additional cost to City. Supplier agrees that City shall have access during normal working hours to all necessary Supplier facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Supplier reasonable advance notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Supplier shall operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, Supplier shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. Supplier acknowledges that the doctrine of *respondeat superior* shall not apply as between City, its officers, agents, servants and employees, and Supplier, its officers, agents, employees, servants, vendors and subcontractors. Supplier further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Supplier. It is further understood that City shall in no way be considered a Co-employer or a Joint employer of Supplier or any officers, agents, servants, employees or subcontractors of Supplier. Neither Supplier, nor any officers, agents, servants, employees or subcontractors of Supplier shall be entitled to any employment benefits from City. Supplier shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractors.

8. LIABILITY AND INDEMNIFICATION.

8.1 LIABILITY - SUPPLIER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF SUPPLIER, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

8.2 GENERAL INDEMNIFICATION - SUPPLIER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SUPPLIER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF SUPPLIER, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

8.3 **INTELLECTUAL PROPERTY INDEMNIFICATION** – Supplier agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from City's use of the software and/or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay shall not apply if City modifies or misuses the software and/or documentation. So long as Supplier bears the cost and expense of payment for claims or actions against City pursuant to this section, Supplier shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interest, and City agrees to cooperate with Supplier in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Supplier shall fully participate and cooperate with City in defense of such claim or action. City agrees to give Supplier timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses shall not eliminate Supplier's duty to indemnify City under this Agreement. If the software and/or documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Supplier shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; or (c) replace the software and/or documentation with equally suitable, compatible, and functionally equivalent non-infringing software and/or documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Supplier terminate this Agreement, and refund all amounts paid to Supplier by City, subsequent to which termination City may seek any and all remedies available to City under law.

9. **ASSIGNMENT AND SUBCONTRACTING.**

9.1 **Assignment.** Supplier shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee shall execute a written agreement with City and Supplier under which the assignee agrees to be bound by the duties and obligations of Supplier under this Agreement. Supplier and Assignee shall be jointly liable for all obligations of Supplier under this Agreement prior to the effective date of the assignment.

9.2 **Subcontract.** If City grants consent to a subcontract, the subcontractor shall execute a written agreement with Supplier referencing this Agreement under which subcontractor shall agree to be bound by the duties and obligations of Supplier under this Agreement as such duties and obligations may apply. Supplier shall provide City with a fully executed copy of any such subcontract.

10. **INSURANCE.**

10.1 Supplier shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of the work. Supplier shall file with the City of Fort Worth Purchasing Division, before the commencement of services, a certificate of insurance documenting the

following required insurance. Supplier will be responsible for providing proof of insurance as may be required by Public Participating Agencies.

10.1.1 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits

- 10.1.1.1 \$100,000 Each Accident
- 10.1.1.2 \$500,000 Disease – Policy limit
- 10.1.1.3 \$100,000 Disease – Each Employee

10.1.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

- 10.1.2.1 \$1,000,000 Each Occurrence
- 10.1.2.2 \$2,000,000 Annual Aggregate

10.1.3 Auto Liability Insurance shall be provided as follows:

- 10.1.3.1 \$250,000 Bodily Injury Per Person Each Accident
- 10.1.3.2 \$250,000 Property Damage; or
- 10.1.3.3 \$500,000 Combined Single Limit Each Accident
- 10.1.3.4 The named insured and employees of Supplier shall be covered under this policy. Liability for damage occurring while loading, unloading, transferring, and transporting materials under this Agreement shall be included under this policy.

10.1.4 Environmental Impairment Liability (EIL) and/or Pollution Liability

- 10.1.4.1 \$2,000,000 per occurrence
- 10.1.4.2 EIL coverage(s) must be included in policies listed in subsection 10.1 above; or, such insurance shall be provided under separate policy(s). Liability for damage occurring while loading, unloading, transferring, and transporting materials under this Agreement shall be included under the Automobile Liability insurance or other policy(s).

10.2 Policies shall be endorsed to provide the City of Fort Worth a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA).

10.3 ADDITIONAL INSURANCE INFORMATION

- 10.3.1 The City, its officers, employees and servants shall be endorsed as an additional insured on Supplier's insurance policies excepting employer's liability insurance coverage under Supplier's workers' compensation insurance policy.
- 10.3.2 Certificates of insurance shall be delivered to the Purchasing Department of the City of Fort Worth, 200 Texas Street, Fort Worth, TX 76102, prior to a purchase order being issued.
- 10.3.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.

- 10.3.4 Each insurance policy shall be endorsed to provide the City a minimum thirty days' notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days' notice shall be acceptable in the event of non-payment of premium.
- 10.3.5 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- 10.3.6 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 10.3.7 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- 10.3.8 Workers' compensation insurance policy(s) covering employees of the Supplier shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 10.3.9 City shall not be responsible for the direct payment of insurance premium costs for Supplier's insurance.
- 10.3.10 Supplier's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- 10.3.11 While this Agreement is in effect, Supplier shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.
- 10.3.12 Supplier's liability shall not be limited to the specified amounts of insurance required herein.
- 10.3.13 Upon the request of City, Supplier shall provide complete copies of all insurance policies required by these contract documents.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Supplier agrees that in the performance of its obligations hereunder, it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Supplier of any violation of such laws, ordinances, rules or regulations, Supplier shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Supplier, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Supplier's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. **IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY SUPPLIER, ITS PERSONAL REPRESENTATIVES, ASSIGNS, SUBCONTRACTORS OR SUCCESSORS IN INTEREST, SUPPLIER AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.**

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY: City of Fort Worth Attn: Assistant City Manager 200 Texas Street Fort Worth, TX 76102-6314 Facsimile: (817) 392-8654 With copy to Fort Worth City Attorney's Office at same address	To SUPPLIER: Mansfield Oil Co. of Gainesville, Inc. 1025 Airport Parkway SW Gainesville, GA 30501-6813
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14. SOLICITATION OF EMPLOYEES.

Neither City nor Supplier shall, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision shall not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

15. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

16. NO WAIVER.

The failure of City or Supplier to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of City's or Supplier's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

18. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

19. FORCE MAJEURE.

City and Supplier shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

20. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or Exhibits A, B, C, D or E.

22. AMENDMENTS/ MODIFICATIONS/ EXTENSIONS.

No amendment, modification, or extension of this Agreement shall be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

23. ENTIRETY OF AGREEMENT.

This Agreement, including Exhibits A, B, C, D, and E contains the entire understanding and agreement between City and Supplier, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

24. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

25. WARRANTY OF SERVICES.

Supplier warrants that its services will be of a high quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Supplier's option, Supplier shall either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Supplier for the nonconforming services.

26. IMMIGRATION NATIONALITY ACT.

Supplier shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Supplier shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Supplier shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Supplier employee who is not legally eligible to perform such services. **SUPPLIER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY SUPPLIER, SUPPLIER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Supplier, shall have the right to immediately terminate this Agreement for violations of this provision by Supplier.

27. OWNERSHIP OF WORK PRODUCT.

City shall be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation, created, published, displayed, and/or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City shall be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product shall inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Supplier hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

28. SIGNATURE AUTHORITY.

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of Supplier whose name, title and signature is affixed on the Verification of Signature Authority Form, which is attached hereto as Exhibit "D". Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

29. CHANGE IN COMPANY NAME OR OWNERSHIP

Supplier shall notify City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of Supplier or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be

accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.

30. PROHIBITION ON CONTRACTING WITH COMPANIES THAT BOYCOTT ISRAEL

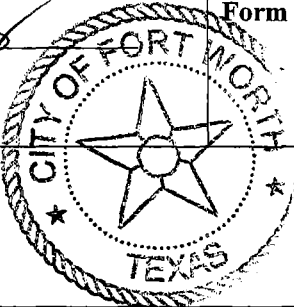
Supplier acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company with ten or more full-times employees that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning ascribed to it by Section 808.001 of the Texas Government Code. The term "company" has the meaning ascribed to it by Section 2270.001 of the Texas Government Code. To the extent that Chapter 2270 of the Government Code is applicable to this Agreement, by signing this Agreement, Supplier certifies that Supplier's signature provides written verification to the City that Supplier: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples to be effective on the dates set forth in Section 2.

CITY OF FORT WORTH:

By: <u>[Signature]</u> Name: Kevin Gunn Title: Interim Assistant City Manager Date: <u>12/20/2019</u> APPROVAL RECOMMENDED: By: <u>[Signature]</u> Name: Steve Cooke Title: Director, Property Management Department ATTEST: By: <u>[Signature]</u> Name: Mary Kayser Title: City Secretary	CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: <u>[Signature]</u> Name: Randy Rendon Title: Fuel Service Manager APPROVED AS TO FORM AND LEGALITY: By: <u>[Signature]</u> Name: Richard A. McCracken Title: Sr. Assistant City Attorney CONTRACT AUTHORIZATION: M&C: <u>19-0413 12/20/19</u> Form 1295: <u>2019-558786</u>
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SUPPLIER:

Mansfield Oil Co. of Gainesville, Inc. By: <u>[Signature]</u> Josh Epperson (Nov 14, 2019) Name: Josh Epperson Title: Director, Government Services Date: <u>Nov 14, 2019</u>	ATTEST: By: <u>[Signature]</u> Chris Carter (Nov 14, 2019) Name: Chris Carter Title: Sr. Supply Manager Bids
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EXHIBIT A
SCOPE OF SERVICES

1.0 DEFINITIONS

- 1.1 The following definitions are provided to establish a common understanding of the terms of this Agreement. The source for these definitions is the Energy Information Administration, which provides energy statistics for the U.S. government through the Department of Energy (<http://www.eia.doe.gov/>).
- 1.1.1 **Biodiesel:** Any liquid bio-fuel suitable as a diesel fuel substitute or diesel fuel additive or extender. Biodiesel fuels are typically made from oils such as soybeans, rapeseed, or sunflowers, or from animal tallow. Biodiesel can also be made from hydrocarbons derived from agricultural products such as rice hulls.
- 1.1.2 **Conventional Gasoline:** Finished motor gasoline not included in the oxygenated or reformulated gasoline categories.
- 1.1.3 **Renewable (Green) Diesel:** Hydrotreating (hydroprocessing hydrodeoxygenation) Also called "green" diesel, renewable diesel is a biomass-derived transportation fuel suitable for use in diesel engines. It meets the ASTM D975 specification in the United States and EN 590 in Europe.
- 1.1.4 **Distillate Fuel Oil:** A general classification for one of the petroleum fractions produced in conventional distillation operations. It includes diesel fuels and fuel oils. Products known as No. 1, No. 2, and No. 4 diesel fuel are used in on-highway diesel engines, such as those in trucks and automobiles, as well as off-highway engines, such as those in railroad locomotives and agricultural machinery.
- 1.1.5 **Finished Aviation Gasoline:** A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in aviation reciprocating engines. Fuel specifications are provided in ASTM Specification D 910, and Military Specification MIL-G-5572.
- 1.1.6 **Finished Motor Gasoline:** A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in spark-ignition engines. Motor gasoline, as defined in ASTM Specification D 4814 or Federal Specification VV-G-1690C, is characterized as having a boiling range of 122° to 158° degrees Fahrenheit at the 10 percent recovery point to 365° to 374° degrees Fahrenheit at the 90 percent recovery point. Motor Gasoline includes conventional gasoline; all types of oxygenated gasoline, including gasohol; and reformulated gasoline, but excludes aviation gasoline. Finished motor gasoline includes all ethanol-blended gasoline (e.g. E10, E85).
- 1.1.7 **Kerosene-Type Jet Fuel:** A kerosene-based product having a maximum distillation temperature of 400° degrees Fahrenheit at the 10-percent recovery point and a final maximum boiling point of 572° degrees Fahrenheit and meeting ASTM Specification D 1655 (Clear, No Additive) and Military Specifications MIL-T-5624P and MIL-T-83133D (Grades JP-5 and JP-8). It is used for

commercial and military turbojet and turboprop aircraft engines.

- 1.1.8 **OPRG:** "Oxygenated Fuels Program Reformulated Gasoline" is reformulated gasoline which is intended for use in an oxygenated fuels program control area during an oxygenated fuels program control period.
- 1.1.9 **Reformulated Gasoline (RFG):** Finished motor gasoline formulated for use in motor vehicles, the composition and properties of which meet the requirements of the reformulated gasoline regulations promulgated by the U.S. Environmental Protection Agency under Section 211(k) of the Clean Air Act. This category includes oxygenated fuels program reformulated gasoline (OPRG) but excludes reformulated gasoline blend-stock for oxygenate blending (RBOB).
- 1.1.10 **Diesel Emission Fluid (DEF):** commonly referred to as **AdBlue** in Europe and standardized as **ISO 22241** is an **Aqueous Urea Solution** made with 32.5% high-purity urea (AUS 32) and 67.5% deionized water. DEF is used as a consumable in selective catalytic reduction (SCR) in order to lower NO_x concentration in the diesel exhaust emissions from diesel engines.

2.0 GENERAL REQUIREMENTS

- 2.1 All fuels procured under this Agreement must conform to the applicable federal, state and local codes of each Participating Agency utilizing the resulting master agreement for each fuel type requested. This Agreement requires that as legislation, both state and federal, governing the content characteristics and /or standards of Conventional Gasoline (including RVP during summer months), Ethanol Blended Gasoline, Reformulated Gasoline, Oxygenated Gasoline, Diesel, Renewable Green Diesel and/or Biodiesel fuel, Aviation Gasoline, Kerosene-Type Jet Fuel, and Diesel Emission Fluid could be modified that the providing Supplier shall deliver product that complies with the modified legislation. Regulations governing the standards for fuels utilized by Participating Agencies may change throughout the term of any contract between a Participating Agency and a Supplier. As regulations change, amendments may be made to this Agreement to reflect those modified standards. The City reserves the right, at its sole discretion, to change the list of fuel types covered by this Agreement either by deletion of fuel types no longer needed or addition of other fuel types or fuel additives as may become necessary for Participating Agencies utilizing this agreement. When a class, type or category of fuel is to be added to this Agreement, the City shall supply specifications for such fuel to Supplier and all other suppliers awarded an Agreement no less than fifteen (15) days in advance of the first request for pricing for such fuels. This Agreement is intended to establish a "living" contract that can be adapted to the changing needs of Participating Agencies, within the scope of the RFP for motor fuels and aviation fuels.
- 2.2 All motor fuels and aviation fuels delivered under this Agreement will be of high quality and will not contain any foreign substances or water, which may damage City or any Participating Agency's vehicle or contaminate the fuel storage tanks.
- 2.3 City and each Participating Agency will have their own designated representatives and methods of requesting delivery dates, sites and tracking of orders.
- 2.4 Allocation. In the event of a fuel shortage and/or catastrophic conditions, Supplier must be capable of providing fuel to the City and all Participating Agencies. The nature

of City and Participating Agencies is such that public safety might be jeopardized if Motor Fuels and Aviation Fuels are not delivered as ordered in the event of fuel shortages or catastrophic conditions. Supplier agrees that delivery of products covered by this Agreement will be made in a priority manner to City and Participating Agencies to the exclusion of non-governmental agencies during times of shortages and / or catastrophes. Supplier agrees to provide a detailed contingency plan to City and each Participating Agency requesting such.

- 2.5 Emergency Purchasing. In the event that an emergency or disaster is declared by City or a Participating Agency according to applicable laws governing states of emergency and disasters requiring the prompt and immediate delivery of products or services, City and the Participating Agency reserve the right to obtain such products or services from any source, including but not limited to this Agreement, which will meet the needs of such emergency. Supplier shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

3.0 ORDERS

Orders may be placed by telephone, fax or other method selected by City and each Participating Agency. Orders will include the specific delivery dates and sites as designated by the City and each Participating Agency. Order and Emergency contact information for Participating Agencies will be provided by the Participating Agencies.

4.0 DELIVERY/FREIGHT

- 4.1 Fuel delivery charges are to be determined separately and apart from the Market Differential discussed in this Agreement. The Market Differential must not include cost estimates for delivery. The number and location of storage tanks at City and each Participating Agency, and the number and location of each Participating Agency necessitate that delivery charges be determined directly between Supplier and the City or each Participating Agency. Supplier must quote delivery charges directly to City and each Participating Agency upon request. Delivery charges shall be a direct cost pass-through to City and each Participating Agency. No mark-up or profit shall be added to actual freight / delivery costs to City or a Participating Agency. When determining delivery charges specific to City and each Participating Agency, Supplier must identify additional charges, if any, for split deliveries at different locations or for loads smaller than tank loads. The City and Participating Agencies reserve the right to add and/or delete delivery sites during the course of this Agreement.
- 4.2 Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order. Delivery shall be made in accordance with instructions on each Purchase Order. Deliveries will be made in accordance with petroleum bulk storage regulations as designated by City and each Participating Agency. If there is a discrepancy between the purchase order and what is listed in this Agreement, it is Supplier's obligation to seek clarification from the City and the Participating Agencies.
- 4.3 Supplier's delivery trucks WILL BE EQUIPPED WITH CALIBRATED METERS to accurately measure quantities delivered. All trucks used for delivery must have the ability to measure fuel delivered and correct the recorded volume delivered to 60 degrees Fahrenheit for billing purposes. Supplier will adjust for volume changes by temperature variations. Supplier shall use 60 degrees Fahrenheit as the normal temperature reading. All

deliveries must be accompanied by a Delivery Ticket showing Brand or Grade and gross gallons, temperature and adjusted gallons delivered. City and each Participating Agency may examine, upon request, a copy of the metered ticket showing gallons loaded into the vehicle making delivery.

- 4.4 Guaranteed delivery times will be within twenty-four (24) hours from receipt of order, or as specified by City or the Participating Agency if delivery is desired at some date beyond 24 hours. As much time as possible will be allowed the Supplier (with consideration for the stipulated guaranteed delivery) for making deliveries; however, Supplier shall be capable of making bulk deliveries within 24 hours after receipt of order, especially in emergency situations. Normal deliveries are considered to be Monday thru Sunday according to the hours of operation for each site unless an emergency situation should develop. Deliveries on Saturday or Sunday shall be priced using the OPIS contract net low for the Saturday (available from OPIS if Supplier does not currently receive Saturday prices) of the weekend during which the delivery occurred.
- 4.5 City and Participating Agencies shall ensure that storage tanks are accessible by Supplier, and it is strongly advised that a representative from City and Participating Agencies be present during the delivery. Failure of the City or Participating Agency to make appropriate arrangements, preventing delivery of product upon Supplier's arrival at delivery site, may result in a charge for the Supplier's transportation costs for that particular trip. City and Participating Agencies are responsible for the implementation of monitoring programs to insure compliance by fuel suppliers with the specification requirements as outlined herein and in accordance with any regulations stipulated by City or the Participating Agencies.
- 4.6 City and each Participating Agency shall be responsible for having the proper fuel fill and transfer vapor recovery system(s) operating on their storage tanks in accordance with the City or Participating Agency's state and local regulations. The transfers include delivery tank to storage tank (Stage I) and storage tank to vehicle tank (Stage II) systems. Suppliers have the responsibility of reporting faulty equipment to the end users and the appropriate regulatory agencies.
- 4.7 City and Participating Agencies may request "automatic replenishment" or for the Supplier to top-off tanks for testing purposes. The Supplier will comply with these requests at its option and shall notify the City or Participating Agency accordingly. Supplier must have the ability upon request from the City or a Participating Agency, to be able to remotely monitor the City or Participating Agency's fuel monitoring system and send a fuel truck when a full load is required.
- 4.8 The Supplier shall provide fuel content labels/signs for each pumping station. These labels shall satisfy the requirements of the City's, or each Participating Agency's, state and local regulations. An environmental awareness decal/label shall be provided and displayed on each affected pump.
- 4.9 City, and each Participating Agency, may pick-up fuel in their own vehicle if so capable, and/or request delivery to bulk storage tanks at the City or the Participating Agency. It is anticipated that the majority of purchases will be on a "delivered" basis, but some Participating Agencies have appropriate vehicles and the desire to pick up fuel. In the event of City, or a Participating Agency, ordering fuel to be picked up in their own vehicle, no additional freight or delivery charges will be allowed under this Agreement.

4.10 Freight terms, to be specified by City and each Participating Agency at the time of order, shall be either:

- (1) FOB Origin – Title and risk of loss of fuel shall pass to City and each Participating Agency at the point the City or the Participating Agency actually receives and takes possession of fuel when loaded in the City's or Participating Agency's vehicle at the terminal. No delivery charges shall be charged or assessed; or
- (2) FOB Destination - Title and risk of loss of fuel shall not pass to City or a Participating Agency until fuel is received and taken possession of at the point of delivery. Delivery charges to be a direct cost pass-through to City and each Participating Agency and added as a separate line item on the invoice. Delivery charges are to be pre-determined between Supplier and City, or each Participating Agency, prior to delivery.

5.0 INVOICES

5.1 City and each Participating Agency will provide their billing addresses for submission of invoices. All invoices should reference, at a minimum, delivery ticket and the City's or Participating Agency's purchase order / requisition number, specific delivery dates and delivery times, and delivery location.

5.2 Invoices must clearly indicate the OPIS Benchmark Index per the terms of this Agreement for each fuel product delivered as a separate line item on the invoice. Invoices must state as a separate line item the Market Differential for each fuel product sold per the terms of this Agreement. The OPIS Benchmark Index and Market Differential for each fuel product sold must be stated on a cost per gallon basis on the invoice, with number of gallons sold separately stated by fuel product. The extended total sales for each fuel product sold must be identified. Taxes, if any, and delivery charges, if any, should be stated as separate line items on the invoice to derive the total cost to the City or the Participating Agency. If confirmation of pricing by City, a Participating Agency, or OMNIA Partners finds any discrepancy with the terms of this Agreement, Supplier shall make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the City or a Participating Agency.

5.3 A copy of the bill of lading when applicable, shall be attached to the invoice.

5.4 It shall be the sole responsibility of the Supplier to maintain all licenses necessary to fulfill all duties and obligations of Supplier under this Agreement. Supplier will hold City of Fort Worth, all Participating Agencies, and OMNIA Partners harmless of any copyright infringements or penalties.

6.0 PAYMENTS

Unless a Net 20 or Net 15 days is available and agreed upon, payment terms will be Net 30 days from the date of delivery or the receipt of an accurate invoice and bill of lading whichever is later.

7.0 REPORTING

Supplier will be required to maintain data and provide documentation and/or reports of all petroleum products and gallons purchased by City and each Participating Agency. Supplier must be able to supply reports by delivery date, fuel type, amount delivered, costs, tank location and

invoice number for City and each Participating Agency upon request.

8.0 OPIS LICENSING

The City has selected the OPIS Net Standard Contract Rack for Dallas Metro Texas Rack Average as the price index benchmark for settlement under this Agreement. OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of federal copyright law.

9.0 TESTING

Deliveries of fuel under this Agreement are subject to testing, to insure compliance with specifications. All tests shall be made as per methods specified or approved by the American Society of Testing Material (ASTM), unless otherwise specified. When the test analysis shows fuel meeting specification, the City or Participating Agency will pay for said test. When test analysis shows fuel does not meet specification, Supplier will pay for said test. In addition, Supplier agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, including pumping out fuel and replacing as necessary.

EXHIBIT B
CITY OF FORT WORTH SPECIFICATIONS

10.0 SCOPE

The general scope for Mansfield Oil Company and this Agreement includes finished motor gasoline, ethanol based E10, E85 gasoline, aviation gasoline, Kerosene-Type Jet Fuel, Distillate Fuel Oil for on-highway and off-highway diesel engines, Renewable Green Diesel, Biodiesel, and Diesel Emission Fluid (collectively “Motor Fuels and Aviation Fuels”). This scope of motor fuels covered by this Agreement is intended to be broad and inclusive of all motor fuels used by Participating Agencies in the United States and the District of Columbia. The specifications for the City are detailed in this dedicated section of the Contract. Specifications for all other Participating Agencies are intentionally left at a general level to avoid omission of certain specifications or blends for any given Participating Agency, however Supplier is required to meet similar specification expectations as provided by the City of Fort Worth, and as specified in the definitions provided in section 1.5 of RFP 19-0000037, in the provision of fuel to other Participating Agencies.

All fuels procured under this Agreement must conform to the applicable federal, state and local codes of each Participating Agency utilizing the resulting master agreement for each fuel type requested. This Agreement requires that as legislation, both state and federal, governing the content characteristics and/or standards of Conventional Gasoline (including RVP during summer months), Ethanol Blended Gasoline, Reformulated Gasoline, Oxygenated Gasoline, Diesel, Renewable Green Diesel and/or Biodiesel fuel, could be modified that the providing Supplier shall deliver product that complies with the modified legislation. Regulations governing the standards for fuels utilized by Participating Agencies may change throughout the term of this Agreement, and as they change, amendments may be made to this Agreement to reflect those modified standards. The City of Fort Worth reserves the right, at its sole discretion, to change the list of fuel types covered by this Agreement by deletion of fuel types no longer needed or addition of other fuel types or fuel additives as may become necessary for Participating Agencies utilizing this Agreement. When a class, type or category of fuel is to be added to this Agreement, the City of Fort Worth shall supply specifications for such fuel to Supplier no less than fifteen (15) days in advance of the first request for pricing for such fuels. This Agreement is intended to establish a “living” contract that can be adapted to the changing needs of Participating Agencies, within the scope of the RFP for motor fuels.

EXHIBIT D
VERIFICATION OF SIGNATURE AUTHORITY

MANSFIELD OIL CO. OF GAINESVILLE, INC.
1025 AIRPORT PARKWAY SW
GAINESVILLE, GA 30501-6813

Execution of this **Signature Verification Form** ("Form") hereby certifies that the following individuals and/or positions have the authority to legally bind Supplier and to execute any agreement, amendment or change order on behalf of Supplier. Such binding authority has been granted by proper order, resolution, ordinance or other authorization of Supplier. City is fully entitled to rely on the warranty and representation set forth in this Form in entering into any agreement or amendment with Supplier. Supplier will submit an updated Form within ten (10) business days if there are any changes to the signatory authority. City is entitled to rely on any current executed Form until it receives a revised Form that has been properly executed by Supplier.

1. Name:
 Position:

Signature

2. Name:
 Position:

Signature

3. Name:
 Position:

Signature

Name:

Signature of President / CEO

Other Title: _____

Date: _____

EXHIBIT E
RFP NO. 19-0000037 AND SUPPLIER'S RESPONSE

(Attached)

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: September 9, 2024

Date submitted: 08/07/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Hobby School MPA Teaching "City Apprenticeship" Program Agreement with the University of Houston.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City has been working with the University of Houston (the "University") to provide opportunities for teaching and learning activities for its apprenticeship course for students of the Hobby School's Masters of Public Administration Program.

Pursuant to this proposed agreement, the responsibilities of the parties include, in part, the following:

- The University shall:
 - enroll students for its apprenticeship course;
 - present candidates for the course for the City's review;
 - place up to four (4) student interns with the City;
 - pay the students through its federal Workforce Solutions program;
 - develop skills assessments for the students;
 - provide orientation and workshops for the students during the semester;
 - provide a training session for City staff and employees;
 - assign a faculty member as a supervisor of the program; and
 - withdraw a student whose performance is unsatisfactory or whose conduct is unacceptable.
- The City shall:
 - create job descriptions for the students;
 - assign the students to two or more departments during the semester term;
 - define goals and expectations;
 - create opportunities for growth and learning; and
 - provide constructive feedback.

A copy of the City of Friendswood's Management Intern Program, which further details the proposed program, is attached.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. U of H Apprenticeship Program Agreement
2. CMO Intern Program

HOBBY SCHOOL MPA "TEACHING CITY" APPRENTICESHIP PROGRAM AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

The University of Houston, hereinafter referred to as the "University," located at 4104 Martin Luther King Blvd, Room 104, Houston, Texas 77004, and the City of Friendswood, hereinafter referred to as the "City," located at 910 S. Friendswood Dr., Friendswood, Texas 77546, agree to establish an affiliation for the purpose of providing an apprenticeship course for a student at the University. The University and the City shall be known collectively as "Parties" and singularly as "Party".

1. Program Description. The purpose of the Hobby School MPA "Teaching City" Apprenticeship Program (the "Program") is to provide opportunities for teaching and learning activities that will enable students of the University to meet stated objectives. Throughout the term of this Agreement, the University and the City shall maintain open channels of communication relative to the Program through designated representatives. It is expressly understood and agreed that the funding for this Program shall be exclusively through the University and the City shall have no responsibility or liability therefor.
2. Term. The term of this Agreement shall commence on August 29, 2024 and shall end on August 31, 2025, unless earlier terminated in accordance with this Agreement.
3. Termination. Either Party may terminate this Agreement with or without cause by giving thirty (30) days' notice in writing to the other Party.
4. Independent Contractor. Under this Agreement, the University, its students, personnel, and faculty (collectively the "University Parties") shall not be considered employees, agents, borrowed servants, partners, or joint venturers of the City. The City is not responsible for wages, social security taxes, medical insurance, or workers' compensation insurance for the University Parties. The University Parties shall have no right in or claim to any of the City's employee benefits or group insurance plans or programs. The University acknowledges and each Apprentice shall acknowledge their independent contractor status and their sole responsibility with respect to payment of any and all taxes or other assessments which may be payable as a result of the amounts paid by the University under the Program.

IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY OR COURT OF COMPETENT JURISDICTION DETERMINES THAT THE UNIVERSITY PARTIES ARE NOT INDEPENDENT CONTRACTORS, THE UNIVERSITY AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW TO INDEMNIFY AND HOLD HARMLESS THE CITY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, AND EXPENSES THAT MAY BE INCURRED BY THE CITY AS A RESULT OF THIS DETERMINATION.

5. Responsibilities of the Parties.

5.01 University's Responsibilities. The University shall:

- a. enroll students in a three-hour course for credit;
- b. present candidates for the City's review and approval based on its needs;
- c. place up to four (4) students with the City (the "Apprentices") for a minimum of one semester, which the City may extend with the University continuing to pay to the extent of available funding through the Program;
- d. pay the Apprentices through the federal Workforce Solutions program;
- e. develop a skills assessment for each Apprentice (to be shared with the City);
- f. provide an orientation and one or more workshop sessions with the Apprentices during the semester;
- g. present a two-hour training session for supervisory staff and all other City employees on supervising and coaching;
- h. assign a faculty person to serve as an apprenticeship supervisor. This representative will make appropriate visits to the City during the semester as is appropriate;
- i. restrict the activities of its apprenticeship supervisor from performing any service of the City except in the course of performance of field instructions, unless otherwise contracted;
- j. respect the mission of the City and both expect and require students to accept the City's officers, agents, employees, and citizens regardless of race, ethnic origin, sex, age, religion, or political belief; and
- k. withdraw upon written request of the City any Apprentice whose performance is unsatisfactory or whose conduct is unacceptable to the City.

5.02 City's Responsibilities. The City shall:

- a. create a job description for the apprenticeship role;
- b. assign Apprentices to two (2) or more departments over the course of the semester;
- c. define goals and expectations for the Apprentices and communicate these expectations to the Apprentices, their supervisors, and their departments;
- d. endeavor to create opportunities for growth and learning, which will include offering six (6) or more 10-minute focused and interactive learning opportunities;

- e. assign the Apprentices regular duties within their assigned department and have departmental personnel train them as needed, which duties may include:
 - (1) joint tasks, which are longer learning opportunities that can take one to three hours, during which a member of the department works with the Apprentice to accomplish a task, and
 - (2) independent tasks, which are opportunities that are performed on their own, subject to the review and approval of the City's representative or designee;
- f. identify materials such as articles, standard operating procedures, and handbooks that the Apprentices should read (this should be done periodically and not all upfront);
- g. give constructive feedback on a regular basis, tying such feedback into departmental goals and expectations;
- h. make the City's representative available to each Apprentice for a reasonable amount of time so that the Apprentice may ask questions and raise any concerns and problems;
- i. inform the University of changes in City policy, procedures, and staffing that affect Program; and
- j. remove the Apprentice from the Program when the placement fails to be in the best interest of the Apprentice, the City, or the University.

6. Documents.

6.01 Confidentiality.

- a. The University shall ensure that it and the University Parties will keep confidential the contents of all confidential information to which it may be privy based upon this Agreement. As such, neither the University nor the University Parties shall:
 - (1) divulge, release, or otherwise make use of any confidential information unless the City, in writing, authorizes the University to release specific information to any third party;
 - (2) access any information that is not authorized to be received;
 - (3) copy, recreate, or use any information obtained in connection with this Agreement other than for the performance of this Agreement.

- 6.02 Works for Hire. The University, for itself and the University Parties, agrees that, for the purposes of assigning copyright ownership, any and all documents developed pursuant to the Program performed under this Agreement shall be deemed, to the extent authorized by law, to be "works made for hire" or "works for hire" as defined in federal law. In the event

and to the extent that a court of competent jurisdiction determines such documents do not constitute "works made for hire" or "works for hire" as those terms are understood in copyright law, the University hereby irrevocably assigns and transfers to the City all rights, title, and interest in the documents, including, but not limited to, copyrights.

- 6.03 Assignment of Copyrights. The University represents that it has the right to assign and hereby assigns to the City all rights, title, copyright ownership and interest in any documents developed or to be developed, created or invented pursuant to this Agreement.

7. General Provisions.

- 7.01 Amendments. The terms and conditions of this Agreement may be modified upon mutual written consent of Parties at any time.
- 7.02 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any Party.
- 7.03 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 7.04 Public Information. Records and information provided to the City or its representative(s) to verify compliance with this Agreement shall be available for public inspection.
- 7.05 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 addresses first listed above.
- 7.06 Complete Agreement. This instrument contains the entire agreement between the City and the University 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 University.
- 7.07 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.
- 7.08 No Third-Party Beneficiary. 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.
- 7.09 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, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other causes not reasonably within the control of the Parties.

- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 Authority to Enter Contract. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- 7.14 Non-Waiver. 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 hereunder 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.

[Remainder of Page Intentionally Left Blank]

University of Houston

Date _____

Date _____

Date _____

Date _____

9/4/24

Date _____

M. V. Zaytsev
OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM



ACKNOWLEDGEMENT OF RECEIPT AND COMPLIANCE

In consideration of being provided an email account, access to sensitive/confidential information of the City of Friendswood (the "City"), and certain licenses therefor, I, _____, hereby acknowledge, understand and agree that:

1. I will use the email, information, and licenses obtained from the City only for the purpose of performing duties, as an independent contractor, in furtherance of the provision of emergency medical services within the City of Friendswood in compliance with all applicable laws, policies, rules and regulations, including, but not limited to, the following sections of the City's Administrative Rules:
 - a. Section 10.14 "Electronic Mail";
 - b. Section 10.141 "Software Compliance"; and
 - c. Section 10.142 "Use of Intranet and Internet Services."
2. I shall not disclose any sensitive or confidential information (regardless of whether it is labeled or identified as such) obtained from the City and/or the access granted to me by the City and shall protect such information from unauthorized use, dissemination, and publication. If I am uncertain whether a particular piece of information or data is considered sensitive or confidential, I will resolve all uncertainties in favor of the confidentiality of that item, and will promptly seek clarification from the City before engaging in any conduct that might jeopardize the confidentiality of that item.
3. I will not make or authorize to be made any copies of any data showing, describing, or embodying the City's information received by virtue of my access to the City's systems. I will only seek, examine, use, transmit, share, copy, or change such information if permission to do so has been granted to me by the City for a stated specific purpose.
4. I will not (i) share my access to the City's systems, (ii) permit others to perform any activity with my user ID(s) and password(s), (iii) leave my computer unattended without logging out or invoking a password-protected screen saver, (iv) type my password at a keyboard or telephone keypad if others are known to be watching, or (v) record/store my password near my computer from which I may gain access to the City's systems.
5. I will not intentionally write, generate, compile, copy, collect, propagate, execute, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any City of Friendswood computer or network systems.
6. I will comply with all applicable license requirements of any software or systems provided by the City and will not make unauthorized copies.
7. If at any time, the security or confidentiality of the City's data or systems is thought to be compromised, I will promptly notify the IT Director.
8. I understand that at any time, the City, in its sole discretion, may remove and/or deny my access to City-provided email, information, and/or systems and may revoke any and all licenses provided to me by the City.

Signature

(Date)

Printed Name



TM

CITY OF FRIENDSWOOD, TEXAS MANAGEMENT INTERN PROGRAM 2024

ABOUT THE MANAGEMENT INTERNSHIP

Overview of Internship/Apprenticeship:

The City of Friendswood (the “City”) in collaboration with the University of Houston Hobby School of Public Affairs, Masters in Public Administration (MPA) Program (the “Program”) is providing two students currently enrolled in the Program the opportunity to join the City Manager’s Office as a Management Intern.

The Management Internship will be for one semester in the Fall or Spring and is designed to further prepare the Intern for a successful career in local government. This is a part-time internship of two, 8-hour days per week. The Interns are managed by the City and their salaries paid for by the Program.

Positions Summary:

The selected candidates will perform a variety of developmental-level professional administrative work, research, and analysis in support of the City Manager’s Office. The Interns will gain exposure to innovative best practices in our award-winning organization, through a departmental rotation that will provide an understanding of the internal workings of city operations and their impacts on the community. Typical assignments/projects will involve public relations, civic education programs, internal/external committees, the operating and capital budget, and administrative tasks as requested.

Requirements:

Candidates require enrollment into the Program. The ideal candidate will have a general knowledge of municipal government operations and be proficient with Microsoft Word, Excel, Power Point, and related applications. Candidates will be vetted and interviewed by a panel of employees from across the organization and selected based upon their submitted qualifications, responses to interview questions and overall impressions.

ABOUT THE CITY OF FRIENDSWOOD, TEXAS

Community Profile:

Friendswood has a population of 41,118 and has a land size of 21.2 square miles. Friendswood is located in both Galveston County and Harris County and in the greater Houston-Galveston area. Friendswood has an average household income of \$140,321, with a 98% high school graduation rate with two premier school districts, Friendswood Independent School District and Clear Creek Independent School District. 44% of residents have a bachelor's degree and 16% have a graduate degree, Friendswood is also home to many current and retired astronauts, including the Mayor Mike Foreman, retired Naval Aviator and NASA Astronaut, Colonel Nicole Mann, Commander of NASA's SpaceX Crew-5 mission aboard the SpaceX Crew Dragon spacecraft, Endurance, on October 5, 2022, and Raja Chari, commander of the NASA SpaceX Crew-3 mission to the ISS, which launched on November 10, 2021, among many more.

Friendswood was selected as a Top Workplace by the Houston Chronicle in 2023 and 2024 and is consistently ranked in the top safest places to live in Texas, one of the best places to live for families in Texas and awarded certificates of excellence for its Budget and Financial Reporting, its Library services and programs, the Emergency Medical Services, its parks and trails and its Police services and emergency dispatching services.

Location:

City Government:

Council-City Manager form of city government with seven elected members of Council, six councilmembers elected at-large, and one mayor also elected at-large. The City Council sets the City's overall policies, approves the City's budget, serves as the legislative body, and hires the City Manager. The City Manager is responsible for implementing the City Council's policies, enforcing the laws and ordinances of the City, preparing the budget, and managing the day-to-day operations and affairs of the City.



ABOUT THE FRIENDSWOOD MUNICIPAL GOVERNMENT

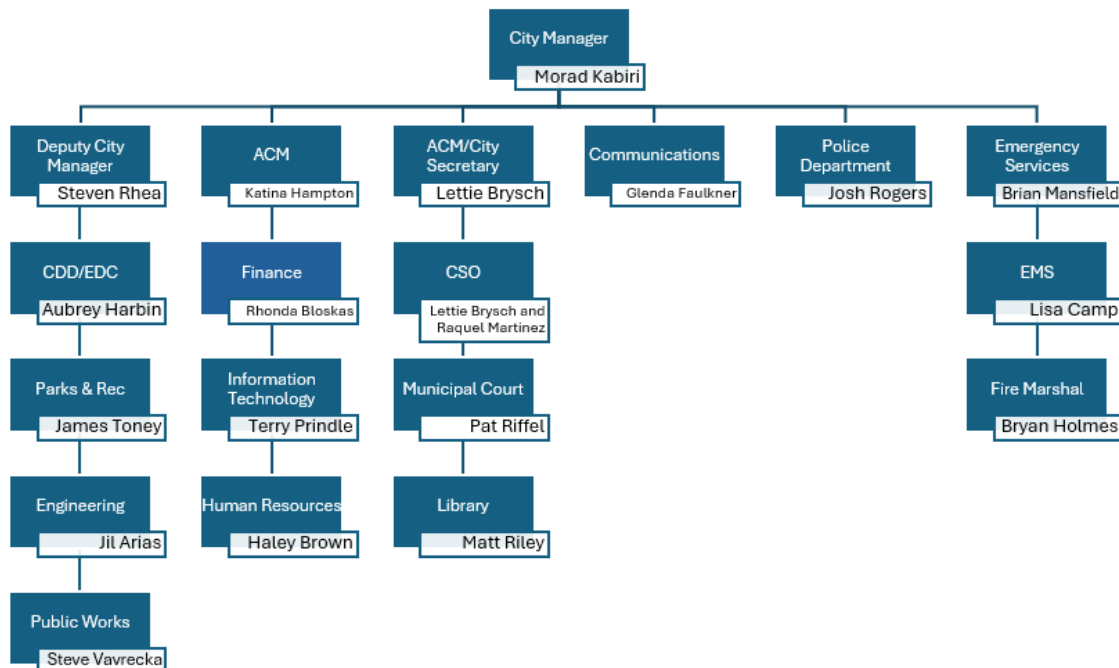
City Management Team:

- Morad Kabiri, City Manager
- Steven Rhea, Deputy City Manager
- Katina Hampton, Assistant City Manager, and
- Leticia Brysch, Assistant City Manager

Departments/Department Heads:

- City Attorney's Office, Karen Horner, City Attorney
- City Secretary's Office, Leticia Brysch, City Secretary & Raquel Martinez Deputy City Secretary
- Communications Department, Glenda Faulkner, Director/PIO
- Community Development Department, Aubrey Harbin, Director/City Planner
- Engineering Department, Jil Arias, Director
- Emergency Services Department, Brian Mansfield, Director
- Finance Department, Rhonda Boskas, Director
- Human Resources Department, Haley Brown, Director
- Information Technology Department, Terry Prindle, Director
- Library Department, Matthew Riley, Director
- Municipal Court Department, Pat Riffel, Director
- Parks and Recreation Department, James Toney, Director
- Police Department, Chief Josh Rogers, Police Chief
- Public Works Department, Steve Vavrecka, Director

Organization Chart:



ABOUT THE POSITION OF MANAGEMENT INTERN

City of Friendswood Job Description

Position Title: Management Intern
Department: City Manager's Office
Location: City Hall/Blackhawk/PSB

Revision Date: 05/16/2024
Exemption Status: Non-Exempt

PURPOSE OF THE JOB:

Under the direction of the Assistant City Manager, the Management Intern performs developmental-level professional work for the City Manager's Office and participates in and leads a variety of projects contributing to the continued success of various organization-wide initiatives. Duties and responsibilities are designed to further prepare the incumbent for a successful career in local government. This position requires superior computer knowledge and skills, organizational and communications skills, requires initiative, independent thinking, and ability to work with little supervision. Must be multi-task oriented, have exceptional and proficient writing skills and critical thinking skills. Have knowledge of and practice of general office procedures and routines, and ability to attain knowledge of governmental laws and regulations.

WORK PERFORMED:

1. Perform developmental-level professional administrative work, research, and analysis in support of the City Manager's office, other departments and/or the Mayor and Council as directed.
2. Interact regularly with personnel from other departments to ensure effective interdepartmental communication and maximize operational effectiveness.
3. Respond to citizen inquiries/requests and resolve issues within assigned scope of responsibility in a timely manner; referring more complex issues to supervisor for resolution.
4. Assist with developing and implementing projects and programs impacting one or more City departments as directed.
5. Facilitate program to learn about local government.
6. Assist in the coordination of special events and programs as directed.
7. Assist with the project management and/or budgetary process by inputting data, performing appropriate analysis, and preparing necessary reports.
8. Attend and participate in various organizational meetings and meetings of the City Council and/or Boards, Commission or Committees as directed.
9. Assist and participate in work associated with the operations of Parks, Public Works, Facilities and Animal Control.
10. Perform other duties and responsibilities as assigned.

SPECIAL APTITUDES AND ABILITIES REQUIRED:

- Excellent verbal skills, both oral and written. Must be able to effectively communicate with employees, elected officials, and the general public.
- Ability to read, analyze and interpret documents and meeting notes.

- Ability to multi-task, establish priorities, work independently or as a part of a team, and maintain organization.
- Work requires continual attention to detail in entering, composing, typing, and proofing data and materials.
- High level of interpersonal skills to handle sensitive and confidential situations with both internal and external customers.
- Demonstrate tact and diplomacy; ability to provide professional and courteous customer service to public officials, employees, and the public in sometimes difficult or sensitive situations is key.

MINIMUM EDUCATION AND EXPERIENCE REQUIREMENTS:

- Currently enrolled in the University of Houston Hobby School of Public Affairs, Master of Arts in Public Administration Apprenticeship Program.
- Advanced computer skills.
- Valid Texas Driver's License and a good driving record.

PREVIOUS EXPERIENCE WITH POLICIES, PROCEDURES, AND METHODS:

- Knowledge of the federal, state, and local regulations related to municipal government.
- Skill in effective oral and written communications.
- Skill in independently prioritizing, tracking, and managing/lead multiple projects, assignments, and duties to comply with deadlines with strong attention to detail.
- Ability to resolve customer complaints and concerns.
- Basic mathematical skills and ability to analyze data using Microsoft Excel.

PREVIOUS EXPERIENCE WITH EQUIPMENT AND/OR MACHINES:

- Proficiency with PCs and computer software and applications.
- General operating knowledge of office equipment including photo copier, telephone, calculator, shredder, etc.

SUPERVISION EXERCISED:

None.

SUPERVISION RECEIVED:

Supervisory Chain of Command:

1. Department Head
2. Assigned Deputy/Assistant City Manager
3. City Manager

Nature of Supervision:

1. Daily execution of duties/special assignments are independent. Department Head and/or assigned Deputy Deputy/Assistant City Manager approves final work performed/product.

DECISION MAKING:

- Handles day to day duties with little oversight, by following established procedures, set practices and/or based on specific instructions from the supervisor.

- Manage projects and related activities within designated parameters and deadlines.

INTERNAL CONTACTS:

- Works with multiple departments to support the City Manager's Office, City Council and/or assigned Department with all operational items. Requires interaction with City-elected officials and management.
- Works with internal personnel and stakeholders on special projects and/or assignments.

EXTERNAL CONTACTS:

- Interacts with citizens, general public, and elected/appointed officials regarding various City functions.
- Requires the exchange of routine information with organizations in order to perform basic job responsibilities, including participation in civic organizations.
- Works with outside vendors, contractors, governmental third parties for services, meetings and/or work product.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Position involves extended periods of sitting with periods physical labor depending on the assigned department.
- Reasonable care in performing a job is necessary to prevent injury to others or self.
- While performing the duties of this job, the employee is regularly required to talk or hear, use hands to finger, handle or feel; reach with hands and arms; and taste or smell. The employee, depending on the assigned department, will be required to stand, walk, sit, climb, balance, stoop, kneel, crouch or crawl.
- The employee must occasionally lift and/or move up to 25 to 50 pounds and depending on the assigned department occasionally be able to pull, drag, lift or carry larger items for short periods of time.
- Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

Routine office environment may require prolonged periods of sitting, computer and office work, visual concentration, and multi-tasking with constant interruptions. When assigned to specific departments, the environment will include outside work, and may be exposed to adverse weather conditions.

SCHEDULED WORKING HOURS:

- This person will work a minimum of two-eight-hour days a week, but no more than 25 hours a week.
- The person in this position may be required to work evening and overtime as needed.

STRESSORS:

- On a frequent basis, has routine interactions with others internal to the organization.

- Occasionally, has interactions with difficult members of the public.
- Regularly, must meet strict deadlines.
- Work in heat, cold and inclement weather.

NOTE:

This job description should not be construed to imply that these requirements are the exclusive standards of the position. Interns will follow any other instructions, and perform any other related duties, as may be required. The employer has the right to revise this job description at any time. The job description is not to be construed as a contract for employment.

Any applicant receiving a bona fide job offer for this position will be required to undergo and pass a pre-employment drug screening and criminal background check.

All positions in the City of Friendswood require documentation of employment eligibility in accordance with federal employment law.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, skills and physical demands required of the personnel so classified.

The Job Description does not constitute an employment agreement between the City of Friendswood and the employee. This position is subject to change by the employer as the needs of the employer and requirements of the job change.

I have read and understand the above job description.

Employee's Signature

Date

Immediate Supervisor's Signature

Date

ABOUT THE RECRUITMENT PROCESS

Tentative Recruitment Schedule:

Application Deadline:
Interviews
Select Final Candidate
Candidate Start Date:

Contact Information:

If you need additional information or have any questions regarding this program, please contact:

Name:
Phone:
Email:

Human Resources:
Name:
Phone Email:

How to Apply:

Application packets are available at the address/web site listed below. For consideration, you must submit ALL of the application materials listed below by _____.

1. Cover Letter
2. Resume

Post offer, pre-employment physical and drug test required.

City of Friendswood
Human Resources Department
910 S Friendswood Dr
Friendswood, Texas 77546
www.friendswood.com

The City of Friendswood is an Equal Opportunity Employer

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: September 9, 2024

Date submitted: 08/06/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment X" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Finance

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

By its nature, our budget is an estimate of the revenues and expenditures needed to accomplish the City Council and Staff goals for the year.

Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the tenth set for fiscal year 2023-2024.

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Budget Amendment No. X
2. FY24 BA X Exhibit A 09-09-2024
3. FY24 BA X Exhibit B 09-09-2024

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 X" 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 X" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" attached hereto. Said Budget Amendment X 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 on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 9th day of September, 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 X
September 9, 2024**

1. **Texas Municipal Clerks Association – City Secretary’s Office, \$500.** Appropriate scholarship funds received from the Texas Municipal Clerks Association. Raquel Martinez was awarded a scholarship to cover a portion of her training and travel expenses to attend the Public Funds Investment Seminar. The funds will be appropriated to the City Secretary’s Office travel expenses and reimbursements account.
2. **Property Records Project, \$29,601.** Appropriate funds for geographic information services provided by The Sidwell Company. The City entered into a contract with The Sidwell Company on May 20, 2024, to provide a database containing parcel numbers with their associated deeds and easements. Funding for the contract will be unassigned general fund balance.
3. **Police Department – Insurance Reimbursement, \$317.** Appropriate insurance reimbursement from TML-IRP for K-9 veterinary expenses related to medical treatment. Funds will be appropriated to the Patrol division’s contract services account.
4. **Police Department – Damage Reimbursement, \$3,408.** Appropriate funds received for damages related to P440. The City received funds directly from the individual involved in the accident to reimburse the City for repairs. Funds will be appropriated to the Patrol division’s vehicle maintenance account.
5. **Contaminated Fuel – Insurance Reimbursement, \$5,580.** Appropriate insurance reimbursement from TML-IRP for damages received to three vehicles. On July 11, 2024, three City vehicles received damage related to contaminated fuel. Funds will be appropriated to Community Development’s Inspection and Enforcement division’s vehicle maintenance account (\$1,140), Parks and Recreation’s Parks division’s vehicle maintenance account (\$3,266), and Engineering’s vehicle maintenance account (\$1,174).
6. **Parks & Recreation – Taylor Swift Tribute Band Concert, \$42,955.** Appropriate sponsorships (\$10,000) and event ticket sales (\$32,955) for the Taylor Swift tribute band concert. Parks & Recreation is hosting “Lover”, a Taylor Swift tribute band on September 20, 2024. The funds collected from sponsorships and ticket sales will be appropriated to the Recreation division’s community events account.
7. **Parks & Recreation – Dog Park Donation, \$277.** Appropriate donation received from Camille Christoffel for Dog Park equipment. The funds will be appropriated to the Parks division’s operating equipment account.
8. **Parks & Recreation – Senior Program Donations, \$9,287.** Appropriate senior program donations above budget to offset additional program expenses for the remainder of fiscal year 2024. Funds will be appropriated to the Senior Program division’s community events account.
9. **Police Investigation Fund, \$1,185.** Appropriate asset forfeiture funds to the Police Investigation Fund (PIF) operating services account. Funds will be allocated from the PIF State Fund restricted fund balance.

10. **2017 CDBG-DR (Harris County) Grant Reimbursement, \$2,941.** Appropriate grant funds received from the 2017 CDBG-DR (Harris County) Grant Program for engineering costs related to the Forest Bend Detention Pond project. The City received a reimbursement of \$2,941 for engineering services for reimbursement request #37. Advanced funding for these services was approved at the September 14, 2020, and November 2, 2020, City Council meetings. The final expenses were slightly less (\$9) than expected, therefore \$2,950 will be appropriated back to unassigned general fund balance.
11. **Friendswood City Center Development Drainage Project, \$2,181,109.** Appropriate funds for the third and fourth draw on the City's portion of the drainage improvements within the Friendswood City Center Public Improvement District. An agreement with Madison Development Corporation was approved at the January 8, 2024, City Council meeting. The agreement commits funds toward the construction of an offline detention project as part of the City Center Development located on the north side of Clear Creek, south of FM528, and west of Bay Area Boulevard. The total estimated cost of the drainage project is \$6,880,375 and the City's total portion of the project is not to exceed \$5,000,000. The funding source will be 2023 General Obligation Improvement Bonds.
12. **Lift Station #2 Rehabilitation Engineering Services, \$405,000.** * Appropriate funds for engineering services related to the rehabilitation of Lift Station #2. Lift Station #2 is the City's most critical Lift Station with up to 80% of the City's wastewater pumped through the facility. The condition of the Lift Station is deteriorating rapidly, and rehabilitation is necessary to maintain services levels. The funding source will be 2018 Water & Sewer Revenue Bonds.

*Deferred Maintenance

City of Friendswood				
September 9, 2024				
2023-2024 Budget Amendment X - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	001-0000-38000		Appropriate TMCA scholarship received for R. Martinez, CSO	(500)
1	001-0201-411.7520		Appropriate TMCA scholarship received for R. Martinez, CSO	500
2	001-0000-30500		Appropriate unassigned general fund balance for The Sidwell Company property records project	(29,601)
2	001-0201-411.7800		Appropriate unassigned general fund balance for The Sidwell Company property records project	29,601
3	001-0000-38310		Appropriate TML insurance proceeds for K-9 veterinary services	(317)
3	001-2120-421.7400		Appropriate TML insurance proceeds for K-9 veterinary services	317
4	001-0000-38000		Appropriate proceeds received for damages to P440	(3,408)
4	001-2120-421.6300	P440	Appropriate proceeds received for damages to P440	3,408
5	001-0000-38310		Appropriate TML-IRP insurance proceeds for contaminated fuel damages to CD26 and PR26	(4,406)
5	001-3528-424.6300		Appropriate TML-IRP insurance proceeds for contaminated fuel damages to CD26	1,140
5	001-6430-456.6300		Appropriate TML-IRP insurance proceeds for contaminated fuel damages to PR26	3,266
5	401-0000-38310		Appropriate TML-IRP insurance proceeds for contaminated fuel damages to PW85	(1,174)
5	401-3770-434.6300		Appropriate TML-IRP insurance proceeds for contaminated fuel damages to PW85	1,174
6	001-0000-34772		Appropriate sponsorships received for Taylor Swift Tribute Band event expenses	(10,000)
6	001-0000-34775		Appropriate ticket sale revenue received for Taylor Swift Tribute Band event expenses	(32,955)
6	001-6420-452.7910		Appropriate sponsorships and ticket sale revenue for Taylor Swift Tribute Band event expenses	42,955
7	001-0000-38600		Appropriate donation received from C. Christoffel for Dog Park equipment	(277)
7	001-6430-456.5800		Appropriate donation received from C. Christoffel for Dog Park equipment	277
8	001-0000-38630		Appropriate Senior Program Donations that exceeded budgeted expenses	(9,287)
8	001-6429-452.7910		Appropriate Senior Program Donations that exceeded budgeted expenses	9,287
9	102-0000-30100		Appropriate PIF Asset Forfeiture restricted fund balance to PIF operating services	(1,185)
9	102-2130-421.7400		Appropriate PIF Asset Forfeiture restricted fund balance to PIF operating services	1,185
10	123-0000-33100		Appropriate grant proceeds for 2017 CDBG-DR (Harris County) for engineering expenses	(2,941)
10	123-7001-431.7130		Appropriate grant proceeds for 2017 CDBG-DR (Harris County) for engineering expenses	2,941
10	123-10199		Reimburse unassigned general fund balance for adv funding related to 2017 CDBG-DR (Galveston County) for Deepwood property demolition, Draw #9	(2,950)
10	123-26010		Reimburse unassigned general fund balance for adv funding related to 2017 CDBG-DR (Galveston County) for Deepwood property demolition, Draw #9	2,950
10	001-14029		Reimburse unassigned general fund balance for adv funding related to 2017 CDBG-DR (Galveston County) for Deepwood property demolition, Draw #9	(2,950)
10	001-10199		Reimburse unassigned general fund balance for adv funding related to 2017 CDBG-DR (Galveston County) for Deepwood property demolition, Draw #9	2,950
11	258-0000-30100		Appropriate 2023 General Obligation Improvement Bonds for drainage improvements for the Friendswood City Center Public Utility Improvement District Draw #3 & #4	(2,181,109)
11	258-7001-431.8530		Appropriate 2023 General Obligation Improvement Bonds for drainage improvements for the Friendswood City Center Public Utility Improvement District Draw #3 & #4	2,181,109
12	421-0000-30100		Appropriate 2018 Water & Sewer Bonds for engineering services related to Lift Station # 2*	(405,000)
12	421-7001-433.8582		Appropriate 2018 Water & Sewer Bonds for engineering services related to Lift Station # 2*	405,000
*Deferred Maintenance				

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: September 9, 2024

Date submitted: 08/16/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance on first reading renaming Mills Drive to Mills Lane.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

In 1981, via Ordinance No. 80-09, the City Council named that portion of Richmond Drive in the Central Park Subdivision as Mills Drive. Over time, the name of such roadway has become known as Mills Lane.

A uniform road name for the City and other emergency service providers is vital to the health, safety and welfare of the citizens of the City of Friendswood as well as the general public. Since the City not only has exclusive authority over its roadways but also has the authority to adopt, amend and repeal any ordinance, rule or regulation necessary to carry-out its powers, City staff believes that changing the name of the roadway from Miller Drive to Miller Lane is appropriate and in the public interest.

If approved, the second and final reading of this proposed ordinance will take place at the October 7, 2024, City Council Meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Street Name
2. Ordinance No. 80-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD,
TEXAS, RENAMING MILLS DRIVE TO MILLS LANE; AND PROVIDING FOR THE
EFFECTIVE DATE THEREOF.

WHEREAS, in 1981 via Ordinance No. 80-09, the City Council named that portion of Richmond Drive in the Central Park Subdivision as Mills Drive; and

WHEREAS, over time, the name of such roadway has become known as Mills Lane, not Mills Drive; and

WHEREAS, a uniform road name for the City and other emergency service providers is vital to the health, safety and welfare of the citizens of the City of Friendswood as well as the general public; and

WHEREAS, Section 51.001 of the Texas Local Government Code provides that the City Council may adopt, publish, amend, or repeal an ordinance, rule, or police regulation that is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, Section 311.001 of the Texas Transportation Code provides that municipalities have exclusive control over and under the public highways, streets and alleys of the City; and

WHEREAS, in order to protect the citizens and visitors of the City of Friendswood and to ensure that first responders have identical street name information, the City Council finds that it is in the public interest to change the street name of Mills Drive to Mills Lane; NOW THEREFORE,

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

Section 1. That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Friendswood, Texas.

Section 2. That to ensure public safety, the City Council of the City of Friendswood hereby changes the name of Mills Drive to Mills Lane.

Section 3. That the City Manager is authorized and directed to cause the installation of proper street signs and to amend City maps to reflect the above-described name change.

Section 4. That this ordinance shall be effective immediately after its passage and approval by the City Council of the City of Friendswood, Texas, on its second and final reading.

INTRODUCED, READ AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood on this the 9th day of September, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

INTRODUCED, READ AND PASSED on second and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of October, 2024.

ATTEST:

MIKE FOREMAN, Mayor

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER City Attorney

ORDINANCE NO. 80/9

AN ORDINANCE CHANGING THE NAMES OF CERTAIN PUBLIC STREETS IN
THE CITY OF FRIENDSWOOD, TEXAS.

* * * *

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

Section 1. The names of the following public streets in
the City of Friendswood, Texas, are changed as follows:

a. That portion of A Bar Street located in Mustang
Meadows Subdivision, Section I, is hereby changed to Fencepost
Road; and

b. That portion of B Bar Street located in Mustang
Meadows Subdivision, Section I, is hereby changed to Saddle
Drive; and

c. That portion of D Bar Street located in Mustang
Meadows Subdivision, Section I, is hereby changed to Horseshoe
Drive; and

d. That portion of Richmond Drive located in
Central Park Subdivision between Sunset Drive and Greenbriar
Drive is hereby changed to Mills Drive; and

e. That portion of Larkspur Drive located in Green-
briar Acres Subdivision is hereby changed to Evergreen Drive.

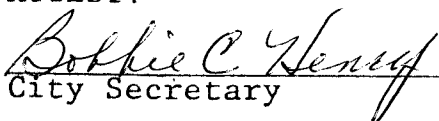
PASSED AND APPROVED on first reading this 16th day of
June, 1981.

PASSED AND APPROVED on second reading this 7th day of
July, 1981.

PASSED AND APPROVED on third reading this 21st day of
July, 1981.


Mayor

ATTEST:


City Secretary

APPROVED AS TO FORM

City Attorney

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2024

Date submitted: 08/16/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance on first reading amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code to add fees for Emergency Medical Service's patient medical records.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On October 1, 2024, the Friendswood Volunteer Fire Department will transfer its Emergency Medical Service ("FVFD") operations to the City of Friendswood. Such transfer will include all medical records maintained by the FVFD whereby persons desiring medical records of the FVFD and the City will be processed by the City. In order to recover a portion of the cost of providing such records to those who have a right of access to the same, the ordinance proposes fees that are in line with those found in the Texas Administrative Code but allows patients to obtain paper copies at no charge, which is consistent with the current practice of the FVFD.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Appendix D - EMS Record Fees
2. EMS Record Fees

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE TO ADD FEES FOR EMERGENCY MEDICAL SERVICE RECORDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

WHEREAS, on October 1, 2024, the Friendswood Volunteer Fire Department ("FVFD") will transfer its Emergency Medical Service operations to the City of Friendswood; and

WHEREAS, such transfer will include all medical records maintained by the FVFD whereby persons desiring medical records of the FVFD and the City will be processed by the City; and

WHEREAS, in order to recover a portion of the cost of providing such records to those who have a right of access to the same, the City Council deems it necessary to include in its fee schedule the cost of providing medical records as set forth in this ordinance; NOW THEREFORE,

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

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

Section 2. That the schedule of fees in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds and Insurance Amounts" of the Friendswood City Code is hereby amended to add fees for emergency medical services records, which fees shall be set as follows:

APPENDIX D. SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

The schedule of fees for the city is printed herein and such fees are required in the section of the Code of Ordinances referenced. These fees should be checked against ordinances and resolutions on file in city hall; any conflict should be resolved in favor of the most recent applicable ordinance or resolution pertaining to a specific fee or charge.

Description	Amount	Code Section
...		
Emergency Medical Services		
(1) Services		
a. Advanced Life Support (ALS) Transport	\$1,300.00	
b. Advanced Life Support (ALS) -2 Transport	\$1,500.00	
c. Basic Life Support (BLS) Transport	\$1,200.00	
d. Advanced Life Support (ALS) Disposables (Flat Rate)	\$400.00	
e. Basic Life Support (BLS) Disposables (Flat Rate)	\$200.00	
f. Oxygen	\$125.00	
g. Specialty Care Transport (SCT)	\$1,883.00	

Description	Amount	Code Section
h. Treat No Transport (TNT)	\$250.00	
i. Ground Mileage (per mile)	\$23.00	
(2) EMS Records – Paper Copies (Patients)	N/C	
(3) EMS Records – Paper Copies (Non-Patients)		
a. First 15 pages (flat fee)	\$20.00	
b. Pages 16 to 20 (per page)	\$1.00	
c. Pages 20 to 400 (per page)	\$0.50	
d. Pages 401 and up (per page)	\$0.25	
e. Mailing, shipping or delivering	Actual Cost	
(4) EMS Records – Digital or Electronic Medium		
a. 500 pages or less	\$25.00	
b. More than 500 pages	\$50.00	
c. Mailing, shipping or delivering	Actual Cost	
(5) Miscellaneous Other Fees		
a. Affidavit or Certification	\$5.00	
b. Written responses to a written set of questions (per set)	\$10.00	

Section 3. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby 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. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 6. This ordinance shall become effective from and after its date of final adoption and its publication, as provided by law.

INTRODUCED, READ AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood on this the 9th day of September, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

INTRODUCED, READ AND PASSED on second and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 7th day of October, 2024.

ATTEST:

MIKE FOREMAN, Mayor

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER City Attorney

EMS Record Fees

Description		FVFD Fees	Proposed Fees
Emergency Medical Services – Records			
(1)	EMS Records – Paper Copies (Patients)	N/C*	N/C
(2)	EMS Records – Paper Copies (Non-Patients)		
a.	First 15 pages (flat fee)	\$40.00	\$20.00
b.	Pages 16 to 20 (per page)		\$1.00
c.	Pages 20 to 400 (per page)		\$0.50
d.	Pages 401 and up (per page)		\$0.25
e.	Mailing, shipping or delivering		Actual Cost
(3)	EMS Records – Digital or Electronic Medium		
a.	500 pages or less	\$40.00	\$25.00
b.	More than 500 pages		\$50.00
c.	Mailing, shipping or delivering		Actual Cost
(4)	Miscellaneous Other Fees		
a.	Affidavit or Certification	N/C	\$5.00
b.	Written responses to a written set of questions (per set)	N/C	\$10.00

*No charge for residents.

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: September 9, 2024

Date submitted: 08/22/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider a resolution casting the City of Friendswood's ballot for the election of members for Places 11-14 of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees for a six-year term.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution allows the Council to cast its votes for a person or persons to serve on the Texas Municipal League Intergovernmental Risk Pool Board of Trustees, Places 11-14, for a six-year term. The City Council can only vote for one candidate for each place. The officials listed on the ballot have been nominated and are listed for each place in alphabetical order. The City must submit its ballot to the Secretary of the Board no later than September 30, 2024. The official ballot is attached for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Cast votes for each of the places noted on the ballot.

ATTACHMENTS

1. Resolution - TML-IRP Board of Trustees Ballot
2. Exhibit A - Ballot

A RESOLUTION OF THE CITY OF FRIENDSWOOD, TEXAS, CASTING ITS
BALLOT FOR THE ELECTION OF PLACES ELEVEN (11) THROUGH
FOURTEEN (14) OF THE BOARD OF DIRECTORS OF THE TEXAS
MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Municipal League Intergovernmental Risk Pool ("TML-IRP") is governed by a board of trustees consisting of fifteen (15) members, who are employees and officials of municipalities across Texas (the "Board"); and

WHEREAS, the City of Friendswood, as a member of the risk pool, is entitled to vote for candidates to the Board from a ballot submitted by the TML-IRP; and

WHEREAS, persons elected will serve six-year terms; and

WHEREAS, the City Council desires to cast its vote for members of the Board of Directors – Places Eleven (11) through Fourteen (14); NOW THEREFORE,

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby adopted, ratified, and confirmed.

Section 2. That the City of Friendswood hereby casts its votes for the following individuals, whose names are checked below, to fill positions on the Board of Directors of the Texas Municipal League Intergovernmental Risk Pool:

Place 11				
	Name	Region	City	Position
☐	Randy Criswell (Incumbent)	3	Wolfforth	City Manager
☒	Robert S. Davis	15	Bullard	City Attorney
☐	Write in:			
Place 12				
	Name	Region	City	Position
☐	Cedric Davis, Sr.	11	Mathis	City Manager
☐	Rocky Hawkins	15	Gladewater	Councilmember
☐	Allison Heyward (Incumbent)	7	Schertz	Councilmember
☒	Rudy Zepeda	14	Santa Fe	Finance Director
☐	Write in:			

Place 13				
	Name	Region	City	Position
☒	Harlan Jefferson (Incumbent)	13	Burleson	Deputy City Manager
☐	James Quin	13	Hutchins	City Administrator
☐	Write in:			
Place 14				
	Name	Region	City	Position
☒	Mike Land (Incumbent)	13	Coppell	City Manager
☐	Write In:			

Section 3. That the City Secretary is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution along with the ballot, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, to David Reagan, Secretary of the Board, on or before September 30, 2024.

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

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 9th day of September, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2024. Ballots received after September 30, 2024, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 11

- ☐ **Randy Criswell.** (Incumbent) Randy Criswell is currently the City Manager of Wolfforth (Region 3), a position he's held since 2022. He has served on the TML Risk Pool Board of Trustees since 2015 and as Chair of the Board from 2020 to 2022. He has been in public service since 1994, having served the City of Canyon in three administrative roles including City Manager, the City of Mineral Wells as City Manager, and his current position. Mr. Criswell has a Bachelor of Science Degree from Texas Tech University in Engineering Technology and is a Certified Public Manager. He is a member of TCMA and a past member of the TCMA Board of Directors. He and his wife Janie have three grown children, and he enjoys golf, his Harley Davidson motorcycle, and spending time with Janie.
- ☒ **Robert S. Davis.** Robert Davis serves as the City Attorney for the City of Bullard (Region 15). He is a Senior Partner at Flowers Davis PLLC in Tyler and oversees the Business and Commercial Litigation, Insurance Defense, Defense of Governmental Entities, Employment Law, and Medical Liability Sections of the law firm. Mr. Davis has extensive experience in representing governmental entities and government officials in all types of litigation. He also has extensive experience in litigation for major insurance carriers and drafting coverage opinions for insurance carriers. Through the years, he has written many papers for and made numerous presentations to Texas Sheriff's Association, Texas Association of Counties, Texas Jail Association, and Texas Chief Deputies' Association.

WRITE IN CANDIDATE:

PLACE 12

- ☐ **Cedric Davis, Sr.** Cedric Davis is the City Manager of the City of Mathis (Region 11). He joined the city's administration team on January 3, 2024, and has more than three decades of experience as a public servant. He served as the City Manager of Mathis for over four years, and is a former Chief of Police and Public Educator. He is a graduate of Law Enforcement Management Institute of Texas and the Advanced Military Academy of Texas. He has a Bachelor of Science degree in Criminal Justice Administration from Sam Houston State University. He is a licensed Master Peace Officer, Police Instructor, Investigator, and holds certifications in Public Management, Smart City Practitioner, and Public Finance Investment Officer. In 2008 he served as Mayor of Balch Springs.
- ☐ **Rocky Hawkins.** Rocky Hawkins is a Councilmember for the City of Gladewater (Region 15), and served as such for four years. He has also served on the Gladewater Lake Board for 10 years, as a Chamber of Commerce Volunteer, as a member of the "Friends of the Library" at the Lee-Bardwell Public Library in Gladewater, and on various boards and committees at First Baptist Church for 30 years. Mr. Hawkins began his career with a brief stint as a Parole Officer for Gregg County; later spent almost 15 years in the Hospitality/Restaurant Business; and finished his career with 30 years at Eastman Chemical Co. He holds an associate's degree in business management from Kilgore College and a B.S. degree in Criminal Justice from Sam Houston State University.
- ☐ **Allison Heyward.** (Incumbent) Allison Heyward has served as Councilmember for the City of Schertz (Region 7) since 2018. She also serves on the TML Board of Directors and is currently the TML President Elect. She previously served in 2022 on the TMLIRP Board as the TML Board representative. In January 2023, she was appointed to Place 12 on the TMLIRP Board to fill a vacancy. She holds a Bachelor's Degree in Accounting from Texas Southern University, and is a 2020 graduate of the Chamber Leadership Core Program. Mrs. Heyward is also a TML Leadership Fellow and a Certified Municipal Officer (CMO), having received the TMLI CMO (Certified Municipal Official Designation) Award of Excellence for maintaining the designation for 5 continuous years. She has also been recognized with the President's Award for being one of the top 2 highest earners of Continuing Education Units.
- ☒ **Rudy Zepeda.** Rudy Zepeda has served as the Finance Director for the City of Santa Fe (Region 14) since 2021. Before joining Santa Fe, Mr. Zepeda served eight years in Dayton, Texas, as Assistant City Manager and Finance Director. He holds a degree in Classics from the University of Arizona and certification in Certified Public Management from Stephen F. Austin University. While Finance Director in Santa Fe, the city earned the Government Finance Officers Association (GFOA) Budget Presentation Award and the Excellence in Financial Reporting award. This year, the city was recognized by the State Comptroller's Office with its Traditional Finances Star Award. Mr. Zepeda's career spans 30 years, with significant experience in both public and private sectors, including 14 years in local government.

WRITE IN CANDIDATE:

PLACE 13

- ☒ **Harlan Jefferson.** (Incumbent) Deputy City Manager for the City of Burleson (Region 13). Mr. Jefferson has been in public service for 41 years, serving as a Risk Manager for the City of Denton early in his career and serving as Town Manager for Flower Mound and Prosper, Texas. Mr. Jefferson is an active member of the Texas City Management Association (TCMA), having served on its Board of Directors and is a Past President of the North Texas City Manager Association. He holds a Bachelor of Arts in Political Science and a Master of Public Administration from the University of North Texas. Additionally, he is an Adjunct Faculty member in the Master of Public Administration Program at the University of North Texas.
- ☐ **James Quin.** City Administrator for the City of Hutchins (Region 13) since March 2022. He served as City Administrator of Haslet for 8 years and City Manager for Richland Hills for 16 years. Mr. Quin earned a Bachelor of Science Education degree and a Master of Public Administration degree from Missouri State University. He is a member of the International City/County Management Association (ICMA) and maintains the ICMA Credentialed Manager (CM) designation. In April 2022, he was awarded the High Performance Leadership Academy Certificate issued by ICMA Professional Development Academy. Also, he is a full member of TCMA, and previously served on the HCA Medical City Alliance Hospital Board for 6 years.

WRITE IN CANDIDATE:

PLACE 14

- ☒ **Mike Land** (Incumbent) City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land serves on the International City/County Management (ICMA) Board of Directors and is the 2024-25 ICMA President-Elect. Additionally, he serves on the Texas Women's Leadership Institute Advisory Board, the Texas A&M University's Development Industry Advisory Council, and the UTA MPA Advisory Board. He has also served as School Board Trustee for Gainesville Independent School District and as President of TCMA.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2024.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity

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: September 9, 2024

Date submitted: 08/02/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Memorandum of Renewal of the Fire and Rescue Services Agreement with the Friendswood Volunteer Fire Department for the first one-year extension term.

Originating Department: Emergency Services Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes a Memorandum of Renewal of the Fire and Rescue Services Agreement (the "Agreement") with the Friendswood Volunteer Fire Department, Inc., for the first one-year extension term. The original 2019 Agreement was for a term of five (5) years and expires on September 30, 2024. However, the Agreement afforded the parties the ability to extend the Agreement for two (2) one-year terms. The proposed Memorandum of Renewal extends the Agreement for the first one-year extension term. The amount of \$1,113,518 is budgeted for FY 2025.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Fire and Rescue services is a vital part of our community. FVFD has provided fire service since 1951.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Renewal of Fire Agreement

**MEMORANDUM OF RENEWAL
OF THE
FIRE AND RESCUE SERVICES AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, On September 30, 2019, the City of Friendswood (the "CITY") entered into the Fire and Rescue Services Agreement (the "Agreement") with the Friendswood Volunteer Fire Department, Inc. (the "FVFD") after issuing a request for proposals for such services; and

WHEREAS, Article IX of the Agreement specifies that the Agreement is for an initial term of five (5) years, which commenced on October 1, 2019, and ends on September 30, 2024; and

WHEREAS, the Agreement may be extended for two (2) one-year terms upon the mutual agreement of the CITY and the FVFD; and

WHEREAS, the FVFD and the CITY wish to extend the Agreement for the initial one-year period, commencing on October 1, 2024, and ending on September 30, 2025, contingent upon the appropriation of funds by the City Council of the City of Friendswood and the terms of this Memorandum of Renewal (the "Memorandum"); and

WHEREAS, the appropriations pursuant to this Memorandum for the above-referenced renewal period is ONE MILLION ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$1,113,518.00);

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 Memorandum shall have the same meanings as in the Agreement.
2. Renewal and Extension
 - a. Renewal. Contingent upon the City Council appropriating sufficient funds to pay the annual obligation of this Memorandum as specified in Section 3.a hereof, the FVFD and the CITY hereby renew the Agreement for a one-year term commencing on October 1, 2024, and ending on September 30, 2025. The renewal evidenced by this Memorandum shall be under the same terms and conditions as expressed in the Agreement, except as otherwise provided in Section 3 hereinbelow.
 - b. Extension. In accordance with Section IX of the Agreement, this Agreement may be extended upon the mutual agreement of the governing bodies of the Parties for an additional one-year period.
3. Amendment.
 - a. Section II "Responsibilities of FVFD," Subsections (g.) and (s.) of the Agreement shall be amended to read as follows:

**II.
Responsibilities of FVFD**

FVFD shall:

- ...
- (g.) Provide additional manpower (e.g., lift assist, establish landing zones for medical air evacuation) to support EMS services provided by the CITY when requested;
 - ...
 - (s.) Maintain and provide inspection of apparatus to ensure they are operationally ready with the least amount of downtime.

- b. The last paragraph of Section III "Responsibilities of the City of Friendswood" of the Agreement is hereby amended to read as follows:

**III.
Responsibilities of CITY**

...

For the 2024-25 renewal term, the CITY's contribution to the FVFD's Texas Emergency Services Retirement System ("TESRS") pension fund shall be TWELVE AND NO/100 DOLLARS (\$12.00). For any subsequent renewal term, the CITY agrees to place an item before Council for possible approval for an increase of at least TWELVE AND NO/100 DOLLARS (\$12.00) if the FVFD monthly contribution is lower than the average of the top three participating departments in Harris, Galveston and Brazoria Counties.

- c. Section IV "Communications and Dispatch," Subsection (c.) of the Agreement is hereby amended to read as follows:

**IV.
Communications and Dispatch**

- ...
- (c.) The additional method of incident notification and incident data information shall be through FVFD sponsored third-party applications. It shall be at the discretion of the FVFD leadership what applications are utilized and in what manner. The application needs to be approved by the Friendswood Police Department and any change in vendors needs to be communicated with the CITY. The use of these applications must be reviewed/audited at least quarterly to ensure functionality, membership status, and the accuracy of contact information within the application.

- d. Section XIV "Payment by City for Fire and Rescue Services" of the Agreement is hereby amended as follows:

**XIV.
Payment by City for Fire and Rescue Services**

In consideration of the performance of the Services described herein, CITY shall pay FVFD an annual contract value (ACV) in equal quarterly payments due October 15, January 15, April 15 and July 15 of each CITY fiscal year.

For the first renewal term pursuant to Section 2.a of this Memorandum, the ACV shall be equal to the following:

Description	ACV
Personnel Costs	
Professional	\$19,000
Labor	\$513,462
Admin Opex	\$21,950
Recruiting/Retention	\$20,250
Non-Personnel Costs	
Corp Insurance	\$77,500
Facilities	\$19,000
IT-Internet/TV/Telephone	\$4,140
Radio	\$10,866
Public	\$3,500
Other	\$29,882
Fire Opex	\$358,968
Total	\$1,088,518

If the Agreement is renewed for its Second Renewal Term, the ACV shall be adjusted as specified follows:

CITY shall:

- (a.) increase the portion of the preceding years ACV for non-personnel related operational costs based on the CPI, at an amount not less than 2 ½ and not to exceed 3 ½ percent and
- (b.) increase the portion of the ACV for personnel costs for salary and benefits based on the CPI, at an amount not less than 3 percent and not to exceed 4 percent.

If laws and ordinances (e.g., labor, benefits, insurance, training, certifications) are enacted that increase FVFD costs to supply Services, the actual direct and indirect financial impact of said laws shall be added to the annual fee.

- e. Article XV "Agreement Implementation and Transition Obligations" of the Agreement is hereby repealed in its entirety.
- f. A new Section XV is hereby added to the Agreement, which section shall be numbered and entitled Section XV "Operational Replacement Program" and shall read as follows:

XV. Operational Replacement and Program Changes

The Operational Replacement and Program Changes will consist of the following items that have been removed from the 15-year Capital Equipment Schedule as referenced in Section XVIII of this Agreement or have been added to the approved FVFD Program. They will consist of the following items, one-half of which will be funded in FY2024-25 and the remainder in FY2025-26. The payments will be made by the City to FVFD in quarterly payments.

Description	Units Per Year	FY 2024-25	FY 2025-26*
Bullard BUL QXT Thermal imagers	3	\$9,500	\$9,500
Boat R ONE Series 16-foot Inflatable Rescue Boat	1	\$2,500	\$2,500
LifePak CR2 Automatic External Defibrillators (AED)s	1	\$2,000	\$2,000
Fire Attack Hose	1	\$5,000	\$5,000
Duty Officer Stipend	1	\$6,000	\$6,000
Total		\$25,000	\$25,000

*Subject to renewal and appropriations.

- g. Section IXX "Procurement of Capital Equipment" of the Agreement is hereby amended to read as follows:

**IXX.
Procurement of Capital Equipment**

CITY shall purchase equipment per the Capital Equipment Schedule.

CITY shall create a FVFD Fire Vehicle & Capital Equipment Replacement Fund based on the fifteen-year value of the Capital Equipment Schedule and shall use the transfer of the Fire fund to create the account balance

CITY shall fund the purchase of Capital Equipment using a combination of:

- (a.) Water bill donations which the CITY shall retain on receipt for said purpose;
- (b.) CITY General Fund;
- (c.) Tax funded debt service;
- (d.) FVFD Fire Vehicle & Capital Equipment Replacement Fund; and
- (e.) CITY Fund Balance.

For items purchased per the Capital Equipment Schedule, FVFD shall:

- (a.) Define specifications and requirements;
- (b.) Assist CITY in completing procurement process (e.g., RFP, Purchase Orders);
- (c.) Monitor manufacture and delivery; and
- (d.) Provide final acceptance.

For FVFD Capital Equipment, FVFD shall manage the procurement process.

- h. Section XXI "Disposition of Surplus Property" of the Agreement is hereby amended to read as follows:

**XXI.
Disposition of Surplus Property**

CITY Capital Equipment in the possession of the FVFD that has reached the end of its useful life shall be disposed of pursuant to CITY' s policies and procedures. All funds

received from disposition of surplus equipment shall be deposited into the FVFD Fire Vehicle & Capital Equipment Replacement Fund

- i. Section XXIV "Maintenance and Repair of City Facilities" of the Agreement shall read as follows:

**Section XXIV.
Maintenance and Repair of City Facilities**

The Parties understand and agree that each will be responsible for operations, care, upkeep and maintenance of the facilities assigned to each in the following chart:

Responsibility	Station 1 & 4	Station 2 & 3	Drill Field
Interior Structure: Ceiling tiles, Walls repairs, lighting, inspections, general maintenance,	CITY	FVFD	N/A
Exterior Structure: Foundation, driveways, parking lots, Roof and Walls including repairs, Major Structural issues	CITY	CITY	N/A
Painting, pressure washing, floor replacement will require DP's or joint operational funding	CITY/FVFD*	CITY/FVFD*	FVFD
Maintain drill field props and structures	N/A	N/A	FVFD
Maintain drill field concrete	N/A	N/A	FVFD
Maintain Electrical Systems including wiring, ATS, Generator, Lighting, Outside lighting (licensed)	CITY	CITY	FVFD
Maintain Plumbing including water, sewage, oil/water separators (licensed)	CITY	CITY	CITY
Maintain bay doors including general maintenance, inspection and repair	CITY	FVFD	N/A
Maintain HVAC including general maintenance, inspection and repair (licensed)	CITY	CITY	N/A
Furniture maintenance and repair in General areas (day room, dispatch office, meeting room, conference room, admin office) Major repairs or replacement to come from departments operating funds	CITY	FVFD	FVFD
Furniture maintenance and repair in EMS areas (offices, storage)	CITY	(N/A)	CITY (N/A)
Furniture maintenance and repair in FVFD areas (offices, storage)	FVFD	FVFD	FVFD
Maintain, manage access control systems	CITY with FVFD access	CITY with FVFD access	CITY with FVFD access
Maintain doors locks	CITY with FVFD access	FVFD	FVFD
Maintain CCTV systems	CITY with FVFD access	CITY with FVFD access	CITY with FVFD access
General operating equipment (shop air, washers and dryers, refrigerators, ice machines, flooring, dishwashers, range hood system, and other appliances)	CITY/FVFD*	FVFD	FVFD
FVFD operating equipment (scba compressor)	FVFD	FVFD	FVFD
EMS operating equipment (o2 fill)	CITY	N/A	N/A
Building Network (e.g., WiFi)	CITY	CITY	CITY
Printers and fax machines (shared/common –	CITY	CITY	CITY

Responsibility	Station 1 & 4	Station 2 & 3	Drill Field
not desktop)			
Television and internet service	FVFD	FVFD	N/A
Phone Service (fixed)	CITY	CITY	N/A
Computers (fixed position/desktops and issued laptops)	CITY	CITY	N/A
Utility bills (water, gas, electricity, trash pickup)	CITY	CITY	CITY
Grounds maintenance (mowing, trees, landscaping)	CITY	CITY	CITY
Janitor	CITY	FVFD	FVFD

*Note, if both Parties, i.e., "CITY/FVFD," are listed as the responsible party, each will work with the other in order to address the responsibility noted, as such responsibility is not the obligation of any one Party, but both Parties are responsible for item listed.

Within twenty-four (24) hours of notice, the responsible party shall respond and provide repair per their obligations for failures that prevent the other party from performing services or present a health, safety, security or environmental ("HSSE") risk.

When there is a minimal impact (e.g., able to mitigate, able to absorb, non HSSE risk) to either Party's operations, and the repair requires a state license to perform, responsible party shall make repairs within 2 business days or as otherwise agreed with the other party, subject to availability to budgeted funds, compliance with state procurement laws and City Council approval.

When there is no impact either Party's operations, and the repair requires a state license to perform, responsible party shall make repairs within 2 weeks or as otherwise agreed with the other party, subject to availability to budgeted funds, compliance with state procurement laws and City Council approval.

CITY shall have access to common areas of facilities at all times. CITY shall notify FVFD if access is required to restricted areas (e.g., supply rooms, offices, dorm rooms, records storage). CITY may make immediate access to any portion of facility to address imminent threats to facility, contents or further damage (e.g., broken water pipe leaking in a restricted area).

- j. Section IXXX "Events that Trigger Renegotiations" of the Agreement is hereby amended to read as follows:

IXXX. Events that Trigger Renegotiations

CITY and FVFD agree the following events or circumstances shall require Parties to renegotiate Agreement noting no changes take place until an amendment is executed:

- (a.) The need for additional paid personnel positions;
- (b.) The need for lengthened day crew work hours beyond 12 hours per day Monday through Friday;
- (c.) FVFD's inability to manage operational and personnel costs within the annual budget;
- (d.) FVFD's need for more than one and a half (1.5) full time equivalent paid administrative personnel; and

(e.) Inability to replace the Fire Chief with a qualified volunteer if said position is vacated.

4. Conflicts. The provisions of this Memorandum and the provisions of the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of this Memorandum shall control.
5. Entire Agreement. This Memorandum and the Agreement replace and supersede all prior agreements for Emergency Medical Services by and among the CITY and the FVFD and supersede all prior written and oral statements and no representation, statement, or condition or warranty not contained in such documents is binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum 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, this the 9th day of September, 2024, the date of signature by the City Manager.

CITY:
CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

LETICIA BRYSCH, City Secretary

FVFD:
FRIENDSWOOD VOLUNTEER FIRE
DEPARTMENT

GREGORY D. OTTO, President

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Before me, _____, the undersigned notary public, on this day personally appeared Gregory D. Otto, in his capacity as President of the Friendswood Volunteer Fire Department, on behalf of such corporation,

_____ known to me;
_____ proved to me on the oath of _____; or

_____ proved to me through his/her current _____
{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 ____ day of _____, 2024.

Notary Public in and for the State of
Texas

My commission expires: _____

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: September 9, 2024

Date submitted: 07/31/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider approving the Agreement for Medical Director between the City of Friendswood and Abel R. Longoria, M.D.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item approves a contract for the Medical Director Agreement between the City of Friendswood and Abel R. Longoria, M.D. This agreement to be entered into on October 1, 2024, for the retention of a licensed and experienced Texas emergency medicine physician to serve as Medical Director for the City of Friendswood's Emergency Medical Services. The initial term of this Agreement shall be for a period of three (3) years commencing on October 1, 2024. The City of Friendswood agrees to pay the Medical Director the sum of Twenty Thousand and no dollars (\$20,000.00) for year one (1) with a three (3%) percent increase annually on the anniversary of the effective date. The Agreement is attached to the item for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Friendswood Emergency Medical Services (EMS), a licensed providers under the Texas Department of State Health Services (TDSHS), is required by the 25 Texas Administrative Code 157.20(30) to retain a Texas licensed emergency medical physician to manage and supervise the medical provision of care given during responses. Dr. Longoria has served under contract with the Friendswood Volunteer Fire Department EMS for since 2016 as the Medical Director. The funds for this Agreement are budget in the FY 25, in the Emergency Services Department.

Without a Medical Director the City of Friendswood EMS would not be allowed to provide medical care or operate ambulances in the City. Retaining a local, licensed Medical Director allows for the continuing high level of advanced life support that EMS provides daily.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Medical Director Agreement
2. Form 1295 - Longoria
3. Insurance Certificate

MEDICAL DIRECTOR AGREEMENT
between
CITY OF FRIENDSWOOD
and
ABEL R. LONGORIA, M.D.

This MEDICAL DIRECTOR AGREEMENT ("Agreement") is entered into effective as of October 1, 2024 (the "Effective Date") by and between the **City of Friendswood** (the "City") and **Abel R. Longoria, M.D.**, (the "Director"). The City or the Director are each referred to herein as a "Party" and collectively referred to as the "Parties."

WHEREAS the City's Emergency Services Division (the "Division") is a Texas licensed 911 emergency services provider, as defined under 25 TAC §157.2(30), and has hired, trained, managed and supervised emergency medical responders, emergency medical technicians, advanced emergency medical technicians, paramedics, and other medically trained support personnel of a variety of skill levels; and

WHEREAS, the City desires to retain a physician with appropriate training, skills, and experience to serve as Medical Director, who is responsible for all aspects of the operation of an emergency medical services ("EMS") system concerning the provision of medical care; and

WHEREAS, the Director has the requisite training, skills and experience to serve as the Medical Director of the Division and desires to be retained by the City to provide such Medical Director services.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Provision of Services.

1.1. The Director agrees to serve as the medical director for the Division to provide those services necessary to comply with the duties and responsibilities of an off-line medical director, including but not limited to those specified in 22 T.A.C. §197.3, and to provide to City the specified healthcare services, which include, but are not limited to, the following: (collectively, the "Services"):

- a. assist in developing, reviewing, working with, and implementing general treatment protocols for the Division that are medically appropriate for emergency patients in the area serviced by the Division (the "Patients");
- b. review Patient files to determine that protocols are in place and that the Services rendered are medically necessary; to address concerns that the City's leadership may have regarding the Patient or the Patients' care; to

approve or deny privileges of those providers who will be responsible for the Patient's emergency medical care;

- c. assist with the development and implementation of Patient standards, outcomes, measurements, quality assurance, quality improvement and utilization review programs for Patients, including supervising and approving the EMS protocols;
- d. assist with disaster planning;
- e. oversee certification and accreditation matters (as appropriate);
- f. assist with the development and implementation of continuing education programs for the Division (as appropriate); and
- g. perform other medical directorship functions, including, but not limited to,
 - (i) coordinating with the local fire department organizations and personnel
 - (ii) interacting with local hospitals and emergency rooms to improve and coordinate the Patients' emergency care.

1.2 In the event the Director is directly responsible for the medical care of a Patient or assumes that responsibility by creating a physician-Patient relationship with the Patient through his own private practice, then he agrees that he shall:

- a. maintain the necessary professional liability and medical malpractice insurance to cover the provisions of the services, which are outside the Services, and indemnify and hold harmless the City for those private practice services;
- b. not bill for the provision of these medical services under the Division's provider number, but rather shall bill using his own medical practice's provider number, if applicable; and
- c. notify the individual (if appropriate) that the services performed outside the duties of Medical Director are being offered not through the Division but rather through Director's own private medical practice.

1.3 Director will perform all professional Services in accordance with:

- a. the rules and regulations of Division (to the extent they don't conflict with (b) and (c) below);
- b. applicable federal, state and local laws, rules and regulations; and
- c. any licensing agencies or boards, if any.

- 1.4** In addition, at all times during the term of this Agreement, the Director will be licensed to practice medicine, unrestricted and in good standing, in the State of Texas, and satisfy all of the other qualifications necessary to serve as the City's medical director, including all required educational requirements. To this end, the Director shall submit the following to the City, which shall remain on file throughout the term of this Agreement:
- a. License to practice medicine in the State of Texas;
 - b. License to prescribe and administer Schedule II-V controlled substances
 - c. Board certification in emergency medicine, and
 - d. Confirmation of successful completion of the state medical director course.
- 2. Term.** The initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date ("Initial Term") and automatically renew for two (2) additional one-year periods on the anniversary of the Effective Date ("Renewal Term") unless either Party provides cancellation notice at least ninety (90) prior days prior to the expiration of the Initial Term or any Renewal Term. This Agreement may be further renewed and extended as agreed by the Parties, in writing.
- 3. Compensation.** In exchange for the Director providing the Services, City of Friendswood EMS agrees to pay Director the sum of **TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)** for year one (1) with a three (3%) percent increase added annually on the anniversary of the Effective Date. The Initial Term payment is due by October 15, 2024. The City and Director acknowledge and agree that the compensation under this Agreement is for performance of the duties of medical director. Compensation may be adjusted from time to time by mutual agreement of the Parties in writing and must be adjusted if required by law or regulation. If the Agreement is terminated under Section 5, the Director shall refund a prorated amount of the compensation for the period for which Services are not provided within fifteen (15) days of the termination.
- 4. Expenses.** The City shall provide all materials, equipment, services or supplies necessary or useful to the Director so he can successfully provide the Services. The City shall reimburse the Director for mutually agreed, reasonable expenses incurred in performing the Services, provided that the Director provides the City with a reasonable accounting, together with receipts or otherwise suitable documentation, for such expenses.
- 5. Termination by the City or Director.** This Agreement may be terminated during its term other than as set forth in Section 2, above, as follows:
- 5.1** Immediately by the City, upon: (i) the Director's loss, restriction or suspension of his professional license to practice medicine in the State of Texas; (ii) the Director's inability to obtain malpractice insurance; (iii) the Director's death; (iv) the Director's retirement from the practice of medicine; or (v) the Director's disability of a permanent nature rendering him unable to perform duties hereunder. For the purposes of this Agreement, the Director shall be deemed disabled and unable to perform duties hereunder when the City has determined that the Director has become physically or mentally incapable of performing his duties under this

Agreement and that said impairment is more likely than not to remain and be permanent.

- 5.2 Immediately by the City, if: (i) the Director is convicted of a crime involving moral turpitude under state or federal law; or (ii) the Director has been convicted or found culpable of violations of ethical or professional codes of conduct in the workplace as specified under state or federal law and/or regulation and said conviction has become final and is no longer appealable.
 - 5.3 Upon ninety (90) days' prior written notice by the City.
 - 5.4 Upon thirty (30) days' prior written notice by the City if no funds are appropriated for this Agreement.
 - 5.5 If either of the Parties shall apply for or consent to the appointment of a receiver, trustee or liquidator for itself or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or otherwise take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction or resulting from an application of a creditor, adjudicating such Party to be bankrupt or insolvent, or approving a petition seeking reorganization of such Party, or appointing a receiver, trustee or liquidator of such Party or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) days, then the other Party may terminate this Agreement upon ten (10) days' prior written notice to such Party.
 - 5.6 In the event that legal counsel for either Party determines that more likely than not this Agreement is in violation of any federal or state statute, rule or regulation, then the Parties agree to negotiate in good faith an amendment(s) to this Agreement to conform to such statute, rule or regulation. If the Parties are unable to negotiate such amendment(s) in good faith within sixty (60) days, then, in such event, this Agreement may be immediately terminated by either Party upon written notice to the other Party.
6. **Director Notifications.** The Director agrees to immediately give the City notice, in writing:
- a. of any claim, demand, or suit made against the Director arising out of or from the provision of Services under the terms of this Agreement;
 - b. if at any time during the term of this Agreement, the Director's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;

- c. if the Director is reprimanded, sanctioned or disciplined by any licensing or specialty board or by any state or local medical or professional licensing agency where the incurred damages or fine exceeds \$5,000;
- d. of a report concerning the Director's competence or conduct made to the National Practitioner Data Bank;
- e. if the Director's privileges at any hospital, healthcare facility, or under any healthcare plan or insurance program are denied, suspended, restricted or terminated for medical disciplinary cause or reason;
- f. if the Director's Drug Enforcement Agency certificate or Texas Department of Public Safety certification, if any, is being, or has been suspended or revoked; or
- g. if there is a change in the Director's professional qualifications or credentials.

7. Relationship of Parties.

7.1 The Director is performing all Services and duties required of the Director by this Agreement as an *Independent Contractor* and not as an employee, agent, partner of or joint venture partner with the City. The Director will be solely responsible for the payment or withholding of all federal, state or local income taxes, Social Security taxes, unemployment taxes, worker's compensation and other insurance required by law arising from the Director's compensation hereunder. Notwithstanding any provision of this Agreement to the contrary, Director shall not have the power and authority to act on behalf of the City or to dictate the administration, management or operations of the City, except as required by law, rule or regulation. **THE DIRECTOR AGREES THAT NEITHER THIS AGREEMENT NOR THE SERVICES PERFORMED HEREUNDER SHALL ENTITLE THE DIRECTOR TO PARTICIPATE IN OR ACCRUE OR RECEIVE BENEFITS UNDER ANY PENSION PLAN, DEFERRED CONTRIBUTION PLAN, OR ANY OTHER EMPLOYEE BENEFIT PLAN (AS DEFINED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974). IN ADDITION, IN THE EVENT DIRECTOR IS RECLASSIFIED BY ANY COURT OR AGENCY TO BE AN EMPLOYEE OF THE CITY, THE DIRECTOR HEREBY EXPRESSLY WAIVES ALL RIGHTS TO PARTICIPATE IN THE PLANS AND ARRANGEMENTS REFERENCED ABOVE FOR THE TERM OF THIS AGREEMENT.**

7.2 The Director represents, warrants, and agrees that he has the ability and authority to enter into this Agreement and is not prohibited by law or by contract from performing the Services set forth herein.

8. **Changes in Law.** In the event of any legislative or regulatory change or determination, whether federal or state, which has or would have an adverse impact on either the City or the Director in connection with the performance of this Agreement, or in the event that performance by either Party of any term, covenant, condition or provision of this

Agreement should for any reason be in violation of any statute, regulation, or otherwise be deemed illegal, the affected Party shall have the right to require that the other Party renegotiate in good faith the terms of this Agreement, such renegotiation terms to become effective not later than thirty (30) days after receipt of written notice of such request for negotiation. If the Parties fail to reach an agreement satisfactory to both Parties within thirty (30) days of the request for renegotiation, the Party requesting such renegotiation may terminate this Agreement upon ten (10) days' prior written notice to the other Party or sooner if required by law.

9. **Billing.** The Director shall not bill or charge any Patient or other entity for Services described above in Section 1, entitled "Provision of Services" (other than the compensation payable by the City under this Agreement). In the event the Director has or enters into a direct physician–Patient relationship with any Patient encounters in that capacity, it shall be billed under the Director's individual private practice provider number and not through the Division.
10. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" includes all such information that is by law so protected as well as the following:
 - a. information regarding the individually identifiable personal health information of patients as described in the Health Insurance Portability and Accountability Act of 1996, including, but not limited to, identity, address, health plan or insurance status, medical history, diagnosis and treatment of Patients including those Patients with whom Director has physician-patient relationship, if so required by applicable law;
 - b. the records and proceedings of quality assurance, peer review or utilization review evaluations of the Division;
 - c. information agreed to be held as confidential with entities with whom the City has contracted; and
 - d. any other information or material that the City designates as "Confidential Information" in writing at the time it is given to the Director.

The Director shall not, during the term of this Agreement or at any time thereafter, directly or indirectly use, permit others to use, or disclose any Confidential Information, except as necessary:

- a. in the course of performing duties as a medical director of the City; or
- b. as may be required by law or by professional ethics.

This Agreement imposes no obligation upon Director with respect to Confidential Information, unless otherwise protected by law, that:

- a. was known to the Director before his receipt from the City;
- b. is or becomes available to the public without breach of this Agreement;
- c. is received in good faith by the Director from a third party who is not subject to an obligation of confidentiality;
- d. is independently developed by the Director without reference to information received hereunder; or
- e. must be disclosed pursuant to a legal obligation beyond the control of the Director, provided that the Director shall promptly notify the City and allow the City reasonable time to oppose such process.

11. INSURANCE.

11.1 Throughout the term of this Agreement, the Director, at its own expense, shall purchase, maintain and keep in force and effect the insurance policy and coverages required in this section. The Director's insurance coverage shall be primary insurance with respect to the City and its officers and agents. Any insurance or self-insurance maintained by the City, its officials, or agents shall be considered in excess of the City's insurance and shall not contribute to it. The Director shall maintain the following insurance with at least the minimum coverage amounts listed below:

Professional Liability/Medical Malpractice Policy

- General aggregate of \$3,000,000
- Minimum of \$1,000,000 per occurrence
- If coverage is provided on a "claims made basis, extended period or tail coverage shall be provided for a minimum of one year after the expiration or termination of this Agreement.

11.2 All coverages afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to City via certified mail, return receipt requested. Prior to the end of each coverage period during the term of this Agreement, new certificates of insurance and all appropriate endorsements must be filed with City evidencing continuation of coverage.

11.3 Additionally, the following general requirements shall apply to all coverages, except if expressly stated otherwise:

- a. General Liability and Automobile Liability insurance shall be written by a carrier with an A.M. Best Rating of A:VII or higher in accordance with the current Best Key Rating Guide;
- b. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted;

- c. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis, except for professional liability insurance, which may be on a claims-made basis;
- d. City, its officials, employees, and volunteers are to be added as "Additional Insureds" to all liability policies, excluding Workers' Compensation and Professional Liability policies. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees or volunteers;
- e. A waiver of subrogation in favor of City with respect to Workers' Compensation, Automobile Liability, and Commercial General Liability insurance must be included;
- f. Certificates of insurance and endorsements affecting coverage required by this Agreement shall be forwarded to the City at the addresses listed in Section 14.2 hereof. Current certificates shall be on file with the City at all times throughout the term of this Agreement.
- g. Upon request, certified copies of all insurance policies and/or certificates of insurance shall be furnished to City at no cost to City; and
- h. Upon request of and without cost to City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to City.

12. 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. The Director 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 the Director's services to be performed hereunder. This release shall apply with respect to the Director's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

13. MISCELLANEOUS PROVISIONS

13.1 Access to Books and Records. Notwithstanding any other provision of this agreement, to the extent (i) allowed by law, and (ii) not commercially unreasonably, each party shall provide in such format as requested to the other party, upon request, such clinical, financial, or related records as are reasonably necessary for each Party to perform their respective obligations under this Agreement. Each Party will keep and maintain accounts pertaining to its activities under this Agreement as required by Section 1861(v)(1)(I) of the Social Security Act and/or any other applicable law

or regulation and shall maintain and make available for a period of at least six (6) years (or for such longer period as may be required by applicable law), upon written request of the Comptroller General of the United States or the Secretary of the Department of Health and Human Services or any of their duly authorized representatives, any books, documents or records that are necessary to verify the nature and extent of costs incurred by either Party under this Agreement.

- 13.2 Notices.** Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be in writing and shall be delivered to the Party at the addresses set forth below, or to such other address, or to the attention of such other person or officer, as any Party may by written notice designate.

If to Director:

Abel R. Longoria, M.D.
6 Cadena Dr.
Galveston, TX 77554

If to City of Friendswood:

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

With copy to:

City of Friendswood
Attn: Director of Emergency Services
1600 Whitaker Dr.
Friendswood, TX 77546

Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by Certified or Registered Mail, Return Receipt Requested, in which case notice shall be deemed received three (3) business days after deposit, proper postage prepaid, in the United States mail, or (c) by a local or nationally recognized overnight courier service, such as FedEx, in which case notice shall be deemed received one (1) business day after deposit with such courier.

13.3 No Third-Party Beneficiaries.

For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that (i) this Agreement only affects matters/disputes between the Parties and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the City or the Director or both; and (ii) the terms of this Agreement are not intended to release,

either by Agreement or operation of law, any third person or entity from obligations owing by them to either or both of the Parties.

- 13.4 Entire Agreement; Assignment.** This Agreement: (a) constitutes the entire understanding between the Parties concerning the subject matter of this Agreement and supersedes all other prior agreements and understandings in their entirety, both written and oral, between the Parties concerning the subject matter of this Agreement, and (b) shall not be assigned, by operation of law or otherwise, by a Party, without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the respective Parties, their permitted assigns and successors in interest.
- 13.5 Severability.** The invalidity or unenforceability of any term or provision of this Agreement in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction; and the remaining terms and provisions shall remain in full force and effect, unless doing so would result in an interpretation of this Agreement which is manifestly unjust.
- 13.6 Governing Law.** This Agreement is entered into subject to the Charter and the ordinances of the City, as they may be amended from time to time, and is governed and enforced under all applicable State of Texas and federal laws.
- 13.7 Contract Documents.** The Director and the City agree that all terms, rights and obligations regarding this Agreement for the provision of medical director services shall be in accordance with this Agreement and all applicable federal and state statutes, laws, rules and regulations. All of such statutes, laws, rules, and regulations are hereby incorporated herein in their entirety as if written word for word.
- 13.8 Venue.** The parties to this contract agree and covenant that this contract shall be enforceable in Galveston County, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue shall lie in Galveston County, Texas.
- 13.9 Amendment and Modification.** This Agreement may be amended, modified, or supplemented at any time only by the Parties to this Agreement, under an instrument in writing signed by all Parties.
- 13.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but any of which together shall constitute one and the same instrument.
- 13.11 Descriptive Headings.** The descriptive headings used in this Agreement are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify, or add to the interpretation,

construction or meaning of any provision of, or scope or intent of, this Agreement nor in any way affect this Agreement.

13.12 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or another provision hereof. All waivers must be in writing and signed by the waiving Party.

13.13 Dispute Resolution. In the event any controversy or dispute arises between the Parties hereto with respect to the enforcement or interpretation of this Agreement, or of any specific terms and conditions set forth herein, the Parties shall use their best efforts and due diligence to reach an agreement for the resolution of such controversy or dispute. In the event that the Parties are unable to resolve any such controversy or dispute within thirty (30) days, the Parties hereto may pursue whatever legal remedies they have available to them. The foregoing provisions of this section shall not be interpreted to restrict either Party's right to pursue equitable relief from a court of competent jurisdiction at any time or to terminate this Agreement as otherwise provided in this Agreement.

13.14 Independent Contractor. The Director covenants that it is an independent contractor, and not an agent, servant or employee of the City; that the Director shall have exclusive control of and exclusive right to control the details of the Services performed hereunder; that the doctrine of respondent superior shall not apply as between the City and the Director, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Director.

IN WITNESS WHEREOF, the City and the Director have caused this Agreement to be executed by their duly authorized representatives, all as of the Effective Date.

City of Friendswood

By: _____
Morad Kabiri, City Manager

Date _____

Medical Director

By:  _____
Abel Longoria, M.D.

Date 8/30/2024

H:\Contracts\Medical Director Agreement\Medical Director Agreement 08062024.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: September 9, 2024

Date submitted: 08/16/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a license agreement with Friends of Downtown Friendswood, Inc., for a portion of 408 S Friendswood Drive to provide electrical service to the "Love Friendswood" art piece.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The proposed license agreement is for a portion of 408 S Friendswood Drive, which is the City's library property. The license is needed for the Friends of Downtown Friendswood, Inc. (the "Friends") to illuminate the "Love Friendswood" art piece from dusk to 10:00 p.m. each night until the art piece can be permanently tied to the electrical service at the Albritton building. Pursuant to the agreement, the Friends will be able to use the library's electrical service via a hardwired connection serviced by a 20 AMP breaker. The Friends will hire a licensed electrician to perform the work necessary to illuminate the art piece. The agreement is for a period of eighteen (18) months and may be extended by the City Manager for an additional three (3) months under the same terms and conditions. Thereafter, the City Council would need to approve any extensions. Either party may terminate the agreement with thirty (30) days' written notice. The Friends will pay the City \$360 for the license and the use of electricity.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. License Agreement - Sign
2. FDFA Form 1295 Art Installation Electricity

LICENSE AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

This License Agreement is made and entered into this ____ day of _____, 2024, by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 910 South Friendswood Drive, Friendswood, Texas 77546, hereinafter referred to as "Licensor," and Friends of Downtown Friendswood, Inc., whose address is P.O. Box 335, Friendswood, Texas 77546, hereinafter referred to as "Licensee."

WITNESSETH:

1. **Premises:** Licensor hereby grants to Licensee the right, privilege, and license to that portion of 408 Friendswood Drive, Friendswood, Galveston County, Texas, depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Premises").

2. **Use:** The license granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises nonexclusively for the purpose of providing electricity to the illuminated art piece (Love Friendswood) on the adjacent property located at 408 S Friendswood Drive, Friendswood, Galveston County, Texas, and owned by Tannos Land Holding, LLC. Such art piece shall be illuminated from dusk to 10:00 p.m. every evening. In order to illuminate the art piece, the Licensee must provide a hardwired, underground connection from the sign to the electrical service of the Premises with a new 20 AMP breaker, which will be installed by a licensed electrician at the sole cost and expense of the Licensee.

3. **Term:** The term of this License Agreement shall be for an eighteen (18) month period commencing on the date this License Agreement is signed by the Licensor's City Manager (the "License Period"). The License Agreement may be extended upon the same terms and conditions by the Licensor's City Manager for a period of not more than three (3) months. Should a longer extension be needed, Licensor's governing body must approve the same. At the end of the License Period or earlier termination of this License Agreement, Licensee shall remove the electrical connection to Library and return the Premises to the condition of the Premises at the time of the execution of this License Agreement, normal wear and tear excepted. Should Licensee fail to do so after notice as provided in Section 11 hereof, Licensor may make the repairs at Licensee's sole cost and expense. It is expressly understood and agreed that Sections 3, 4, 5, 7, 8, and 11 shall survive the expiration or earlier termination of this License Agreement.

4. **License Fee:** In consideration for the license granted hereby for the License Period, Licensee shall pay the Licensor a non-refundable fee of THREE HUNDRED SIXTY AND NO/100 DOLLARS (\$360.00). If Licensee chooses to pay such fee by debit or credit card, Licensee agrees to pay the City a convenience fee equal to 2.5% of the fee will be added to the amount to be paid by Licensee.

5. **Electrical Installation:** Licensee shall obtain the Licensor's approval of the electrical connection desired as well as all appropriate permit fees for such connection.

6. **Notice:** Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensor:

City Friendswood, Texas
910 South Friendswood Drive
Friendswood, Texas 77546
Attention: City Manager

If to Licensee:

Friends of Downtown Friendswood, Inc.
P.O. Box 335
Friendswood, TX 77549
Attn: President

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

7. **Indemnity:**

LICENSEE AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND LICENSOR, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR DAMAGE TO ANY PROPERTY, LOSS OF REVENUE, OR ANY OTHER INJURIES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PERFORMED BY LICENSEE PURSUANT TO THIS LICENSE AGREEMENT, THE CONDUCT OR MANAGEMENT OF LICENSEE'S ACTIVITIES, OR FROM ANY ACT OR OMISSION BY LICENSEE, ITS AGENTS, EMPLOYEES, VOLUNTEERS, OR SUBCONTRACTORS, WHERE SUCH DAMAGES, LOSSES OR INJURIES ARE CAUSED BY THE JOINT OR SOLE NEGLIGENCE OF LICENSEE. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH LICENSEE AND LICENSOR, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY LICENSEE TO INDEMNIFY AND PROTECT LICENSOR FROM THE CONSEQUENCES OF LICENSEE'S SOLE OR JOINT NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO LICENSOR FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, LOSS OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF LICENSOR, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST LICENSOR FROM WHICH LICENSOR IS INDEMNIFIED, LICENSEE FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO LICENSOR. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS LICENSE AGREEMENT.

8. **Release:** By this License Agreement, Licensor does not consent to litigation or suit, and Licensor hereby expressly revokes any consent to litigation that it may have granted by the terms of this License Agreement 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 Licensor's governmental immunity. Licensee assumes full responsibility for its obligations under this License Agreement performed hereunder and hereby releases, relinquishes, discharges, and holds harmless Licensor, 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 Licensee's work to be performed hereunder. This release shall apply with respect to Licensee's work regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

9. **Insurance:** Throughout the term of this License Agreement, Licensee shall maintain the following insurance coverage. Said insurance shall cover all persons involved in the filming whether such persons are paid employees, independent contractors or volunteers. Licensee's insurance coverage shall be primary insurance with respect to Licensor, its officials, employees and agents, who shall be named as additional insureds. Any insurance or self-insurance maintained by Licensor, its officials, employees or agents shall be considered in excess of Licensee's insurance and shall not contribute to it.

The following insurance shall be maintained by the Licensee and its independent contractors performing work on the Premises during the term hereof:

Commercial General Liability

- General Aggregate: \$2,000,000
- Per Occurrence: \$1,000,000
- Coverage shall be broad form CGL
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- Waiver of Subrogation required.

Upon execution of this License Agreement, Licensee shall file with Licensor valid a Certificate of Insurance and endorsements acceptable to Licensor meeting all of the requirements herein. Additionally, the following shall be applicable to the insurance provided by Licensee.

- 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 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 Licensor.
- Licensor and its officers and employees are to be added as Additional Insured to liability policies.
- Upon request, and without cost to Licensor, certified copies of all insurance policies and/or certificates of insurance shall be furnished to Licensor.
- All insurance required under this section shall be secured and maintained in a company or companies satisfactory to Licensor.

10. **Termination:** Either party hereto shall have the right to terminate this License Agreement at any time upon providing the other party thirty (30) days advance written notice.

11. **Defaults and Remedies:** Notwithstanding any other provision contained in this License Agreement to the contrary, Licensee shall not be in default under this License Agreement until:

- a. In the case of a failure to pay License Fees or other sums due under this License Agreement, ten (10) days after receipt of written notice thereof from Licensor; or
- b. In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensor; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Licensee shall not be deemed to be in default under the License Agreement if Licensee commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Licensee's default in the payment of License Fees or Licensee's failure to comply with any other material provision of this License, Licensor may, at its option, terminate this License Agreement without affecting its right to sue for all past due License Fees, and any other damages to which Licensor may be entitled. Should Licensor be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Licensor shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred, upon said collection.

12. Miscellaneous Provisions:

- a. **Assignment:** Licensee shall not assign (by sublease or other means) any rights granted it under this License Agreement.
- b. **Severability:** In the event that any provision of this License Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this License Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.
- c. **Non-waiver.** Failure of either party hereto to insist on the strict performance of any of the agreements 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 or to exercise any right or remedy occurring as a result of any future default or failure of performance.

d. **Force Majeure:** To the extent that either party to this License Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, pandemic, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Licensor.

e. **Governing Law; Venue:** This License Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the License Agreement shall lie exclusively in Galveston County, Texas.

f. **Entire Agreement:** This License Agreement and any attached exhibits signed or initialed by the parties constitute the entire agreement between Licensor and Licensee; no prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding.

g. **Amendments:** This License Agreement shall not be amended or changed except by written instrument signed by both parties hereto.

h. **Headings:** Section and paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument.

i. **Ambiguities:** In the event of any ambiguity in any of the terms of this License 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.

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

k. **Authority:** Licensee warrants and assures Licensor that it possesses adequate legal authority to enter into this Agreement and to bind Licensee to the terms of this License Agreement and any subsequent amendments hereto.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date and year first above written.

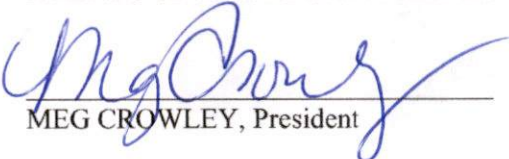
LICENSOR:
CITY OF FRIENDSWOOD, TEXAS

MORAD KABIRI, City Manager

ATTEST:

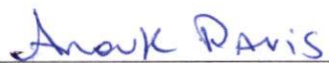
LETICIA BRYSCH, City Secretary

LICENSEE:
FRIENDS OF DOWNTOWN FRIENDSWOOD, INC.



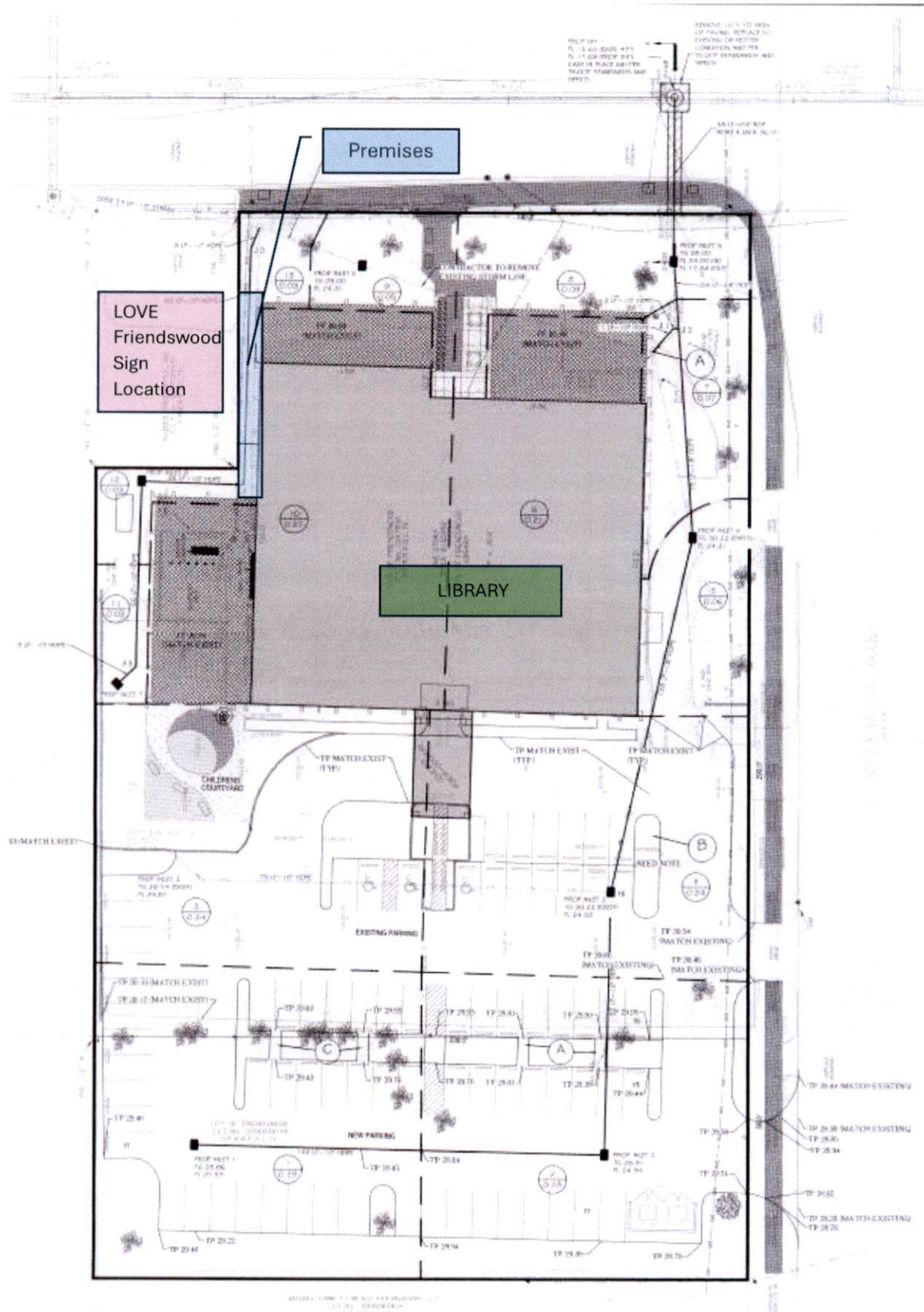
MEG CROWLEY, President

ATTEST:



ANOUK DAVIS, Secretary

Exhibit A



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: September 9, 2024

Date submitted: 09/03/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider authorizing a Buyout License Agreement with David and LaRetta Henrickson for property located at 2 Earlham Drive.

Originating Department: Parks and Recreation

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item authorizes a new license agreement for the property located at 2 Earlham Drive in accordance with the Open Space Guidelines. The property is located in Quakers Landing Subdivision, next-door to the residing homeowners David and laRetta Henrickson, who live at 4 Earlham Drive. They are requesting to take over maintenance of the lot.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Approved License Agreements help to relieve the financial and maintenance burden.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. License Agreement -David and LaRetta Henrickson
2. Map of 2 and 4 Earlham

LICENSE AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

This License Agreement is made and entered into this 9th day of September, 2024, by and between the City of Friendswood, Texas, a municipal corporation located in Galveston and Harris Counties, Texas, having its City Hall located at 910 South Friendswood Drive, Friendswood, Texas, hereinafter referred to as "Licensor," and David and LaRetta Henrickson, whose address is 4 Earlham, Friendswood, Texas, hereinafter referred to as "Licensee."

W I T N E S S E T H:

1. **Premises:** Licensor hereby grants to Licensee the right, privilege, and license to use the following described property located in Galveston County, Texas, hereinafter referred to as the "Premises," located at 2 Earlham Drive, Friendswood, Galveston County, Texas, and being more particularly described as follows:

Lot 55 Quakers Landing
Friendswood, Galveston County, Texas

2. **Use:** The License granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises nonexclusively for the purpose of maintaining and using as open space, in accordance with the Licensor's open space use guidelines. Licensee is authorized to construct such improvements, and only those improvements, as may be consented to in writing by Licensor's Floodplain Manager. Licensee covenants not to use the Premises in any manner that would preclude Licensor's future use of any portion of the Premises or easement thereon consistent with the Licensor's open space guidelines. Licensor hereby reserves the right to use the Premises in the future for utilities, parks, or any other use consistent with Licensor's open space guidelines.
3. **Term:** The term of this License shall be for a period of ten (10) years, commencing on September 9, 2024, and terminating at midnight, September 9, 2034. This ten (10) year term is renewable by Licensee for one (1) additional ten (10) year term by written notice provided by Licensee to Licensor a minimum of thirty (30) days prior to the termination date of this License Agreement.
4. **Consideration:** In consideration for the License granted hereby, Licensee shall pay all taxes, fees, and dues associated with the Premises each year for the term of this License Agreement (hereinafter "License Fees"). Licensee shall also maintain the Premises in accordance with all applicable ordinances of the City of Friendswood, laws and regulations of the state and any other regulatory authority having jurisdiction over the Premises, and any applicable restrictive covenants covering the Premises.

5. **Access:** Licensee is hereby given and granted the right of ingress and egress over and across the Premises for such purposes as may be needed in conjunction with the rights granted in this License Agreement. Such right of ingress and egress shall be over existing roads, parking lots, or other roads that may be established by Licensee hereafter, subject to the prior written approval of Licensor's Flood Plain Manager. Licensee, subject to approval by Licensor's Flood Plain Manager, which approval shall not be unreasonably withheld, may improve any lands of Licensor in keeping with the purposes of the open space of the Premises.
6. **Utilities at Licensee's Cost:** Licensee shall be solely responsible for and promptly pay any and all charges for gas, electricity, telephone service, or any other utility used or consumed by Licensee on the Premises. Licensee may have an electrical current meter installed on the Premises, and Licensee thereof shall pay for the cost of such meter and of installation, maintenance, and repair.
7. **Holding Over:** If Licensee should continue occupancy of the Premises after the expiration of the primary term or any extension of this License, without the exercise of an option or the execution by Licensor and Licensee of a new License Agreement, then Licensee shall be deemed to be occupying the Premises as a licensee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this License Agreement.
8. **Notice:** Any notice required hereunder shall be given in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

If to Licensor:

City Friendswood, Texas
910 South Friendswood Drive
Friendswood, Texas 77546
Attention: City Manager

If to Licensee:

David and LaRetta Henrickson
4 Earlham
Friendswood, Texas, 77546
Email: larettamartin@msn.com
Cell: 832-431-1555

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

9. **Liability and Indemnity:** Licensee agrees to indemnify and save Licensor harmless from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence, gross negligence, or wrongful act of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring

or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement. Licensee agrees to use and occupy the Premises at its own risk and hereby releases Licensor, its officers, agents and employees, from all claims for any damage or injury caused by or as a result of any negligence or wrongful act or omission of Licensee, its officers, agents, employees, or contractors, unless due to the negligence, gross negligence, or wrongful act of whatsoever nature of Licensor, its agents or employees.

10. **Termination:** Either party hereto shall have the right to terminate this License at any time upon providing the other party thirty (30) days advance written notice. Upon notice of termination by either party, Licensee shall return the Premises to the condition of the Premises at the time of the execution of this License Agreement, normal wear and tear excepted.
11. **Defaults and Remedies:** Notwithstanding any other provision contained in this License Agreement to the contrary, Licensee shall not be in default under this License until:
 - A. In the case of a failure to pay License Fees or other sums due under this License, fifteen (15) days after receipt of written notice thereof from Licensor; or
 - B. In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensor; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Licensee shall not be deemed to be in default under the License if Licensee commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Licensee's default in the payment of License Fees or Licensee's failure to comply with any other material provision of this License, Licensor may, at its option, terminate this License without affecting its right to sue for all past due License Fees, and any other damages to which Licensor may be entitled. Should Licensor be entitled to collect License Fees or damages and be forced to do so through its attorney, or by other legal procedures, Licensor shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred, upon said collection.

12. **Taxes:** Licensee shall pay annually an amount equal to any increase in ad valorem taxes that may be attributable to any improvement to the Premises made by Licensee. If Licensor pays such tax, Licensee shall reimburse Licensor for the amount of any such tax payment within sixty (60) days of the receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro-rata share. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes.
13. **Improvements:** Licensee covenants and agrees that it will not construct, erect, or place any improvements on the Premises or other real property owned by Licensor without the prior written consent of the Licensor.

14. **Assignment:** Licensee shall not assign (by sublease or other means) any rights granted it under this License Agreement without the prior written consent of Licensor's Floodplain Manager, which consent shall not be unreasonably withheld.
15. **Other Conditions:**
- A. Whenever under the License the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Provided, however, nothing contained herein shall be construed to limit or restrict the exercise of Licensor of its legislative authority, specifically, but not limited to, matters relating to building, zoning, and other land development regulatory matters.
 - B. Licensor covenants that Licensee shall, upon the payment of License Fees and observation of covenants and conditions herein, possess the right, title, and license to use the Premises during the License Term or as may be extended without hindrance, ejection, or molestation by Licensor, or by any person claiming under Licensor or any other licensee of Licensor.
 - C. In the event that any government or public body shall take all or such part of the Premises thereby making it physically or financially infeasible for the Premises to be used in the manner it was intended to be used by this Agreement, Licensee shall have the right to terminate this License effective as of the date of the taking by the condemning party and the License Fees shall be prorated appropriately. However, if only a portion of the Premises is taken, and Licensee does not elect to terminate this License under this provision, then License Fees provided under this License shall be abated proportionately as to the portion taken which is not then usable by Licensee and this License shall continue.
 - D. Licensee shall not use the Premises in any way which interferes with the use of the surrounding Licensor property by Licensor, or lessees or licensees of Licensor, with rights in the Premises prior in time to Licensee's (subject to Licensee's rights under this License Agreement, including, without limitation, non-interference). Similarly, Licensor shall not use, nor shall Licensor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Premises in any way, which interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this License immediately upon written notice.

16. **Severability and Substitution of Valid Provisions:** In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this License either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.
17. **Entire Agreement and Binding Effect:** This License and any attached exhibits signed or initialed by the parties constitute the entire agreement between Licensor and Licensee; no prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding. This License shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement as of the date and year first above written.

LICENSOR:
CITY OF FRIENDSWOOD, TEXAS

By: _____
Mike Foreman
Mayor

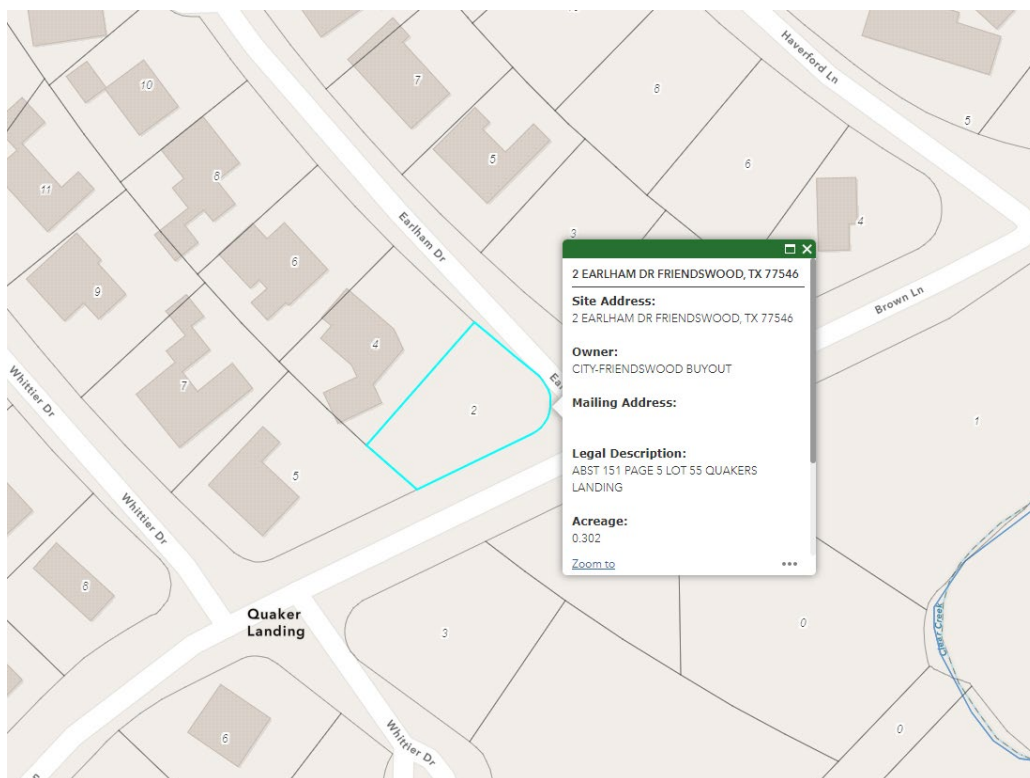
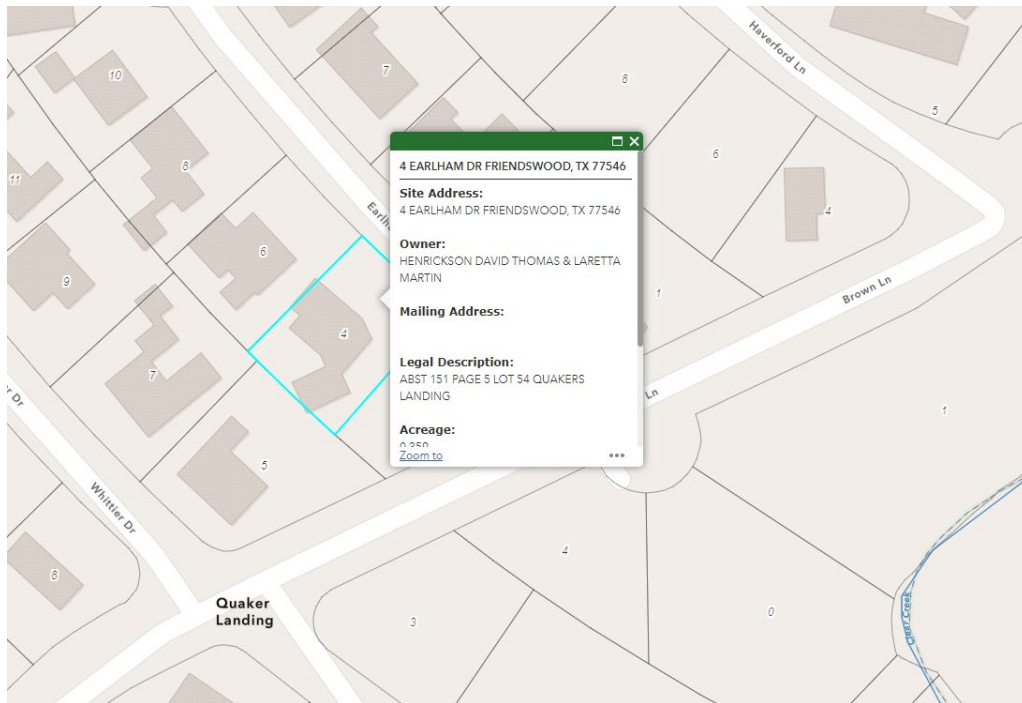
Attested: _____
Leticia Brysch
City Secretary

LICENSEE:

By: _____
David Henrickson

By: _____
LaRetta Henrickson

H:\Contracts\Buyout Properties License Agreements\License Agreement -David and LaRetta Henrickson.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: September 9, 2024

Date submitted: 08/12/2024

Prepared by: Glenda Faulkner, Director of Communications

Subject: Consider authorizing the disposal of a decommissioned Police Department vehicle through EBlock Houston, formally Houston Auto Auction.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Police Department has one decommissioned police vehicle (P293, a 2015 Chevrolet Tahoe) that it presents for disposal. The department will dispose of the vehicle through services provided by EBlock Houston (formerly Houston Auto Auction). The vehicle has been in service since 2014. Costs associated with keeping the vehicle suitable for service are high, making the most cost-effective solution to auction it. It has already been replaced in the replacement schedule. The vehicle will be decommissioned per the standards set by Local Government Code, Section 272.006 "Sale or Transfer of Law Enforcement Vehicle," which includes the removal of any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

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

RECOMMENDATIONS

Staff recommends Mayor and Council consent to the disposal of this asset in the manner described above.

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: September 9, 2024

Date submitted: 08/19/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider ratifying the City Manager's signature and authorizing a Regional Strategic Transportation Fund Interlocal Agreement for a transportation project regarding intersection improvements at FM 528 and Winding Way with Houston-Galveston Area Council.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item ratifies the City Manager's signature and authorizes a Regional Strategic Transportation Fund Interlocal Agreement, ID No. 12725, for a transportation project related to the construction of a new right turn lane at the intersection of E. Parkwood/FM 528 and Winding Way with Houston-Galveston Area Council (H-GAC) in the amount of \$678,042, with the City's contribution being \$67,804.

The scope of work for the project is regarding the construction of a new right turn lane at the intersection of E. Parkwood Drive/FM 528 and Winding Way. The funding of the agreement is as follows:

Agency	Current Funding	Contribution to the Regional Strategic Transportation Fund	Commitment to Other Transportation Project in City of Friendswood's Service Area	New Total Federal Funding	Transportation Development Credits (TDC) Non-cash Federal Match
H-GAC	\$678,042			\$678,042	\$135,609
City of Friendswood		\$67,804	\$67,804		
Total	\$678,042	\$67,804	\$67,804	\$678,042	\$135,609

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 2024 08 10 HGAC Reg. Strategic Transportation Fund for Study at FM528 & Winding Way

H-GAC

Houston-Galveston Area Council

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

Intergovernmental Agreement - Interlocal - City of Friendswood - Transportation - ID: 12725

INTERLOCAL AGREEMENT REGIONAL STRATEGIC TRANSPORTATION FUND

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and the City of Friendswood, (the Local Government Authority) having its principal place of business at 910 S. Friendswood Dr, Friendswood, TX 77546. These entities are hereby defined as the Parties to this Agreement.

WITNESSETH:

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

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

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

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

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

Article 1: Legal Authority

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

Article 2: Applicable Laws

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

Article 3: Performance Period

This Agreement shall be performed during the period which begins Jun 18 2024 and ends Aug 31 2025. All services and/or deliverables under this Agreement must be rendered within this performance period unless extended by mutual consent through a written amendment to this Agreement.

Article 4: Whole Agreement

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

Article 5: Independent Parties

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

Article 6: Party Liability

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

Article 7: Scope of Services

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

Article 8: Payment

If applicable, the Local Partner agrees to provide a contribution of \$67,804.00. This will be known as the "Total Local Match/Contribution." If applicable, a Local Contribution will be made to the Regional Strategic Transportation Fund in an amount equal to 50% of the Total Local Match/Contribution, and the Local Partner will provide documentation that 50% of the Total Local Match/Contribution in Local Partner freed up funds was committed to transportation activities within the jurisdiction. Additional details regarding the exact amount of the funding committed, if applicable, can be found in the attached Budget document to this Agreement. As per the Interlocal Cooperation Act, each Party paying for the performance of governmental functions or services must make those payments from current revenues available.

Article 9: Retention of Records

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

Article 10: Audit

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

Article 11: Amendments

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

Article 12: Termination Procedures

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

A. Convenience

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

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

B. Default

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

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

Article 13: Severability

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

Article 14: Contract Closeout Procedure

At completion of the Scope of Work requirements, H-GAC will conduct the contract closeout process in order to establish the following: Determine if all deliverables were met; and that the work was completed and acceptable to H-GAC as per the Agreement, ensure project funds were expended as per the Agreement funding requirements, process the final payment to close out the project, and complete the project audit (if applicable). Local Government Entity should securely store and protect all pertinent project data until the required document retention period is met as specified in these provisions.

Article 15: Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the performing party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. In the event of force majeure, the affected Party must provide the other Party written notice of force majeure and the estimated impact to performance of this Agreement.

Article 16: Ownership of Material

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

Article 17: Subcontracting

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

Article 18: Federal Compliance

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

forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 19: Texas Public Information Act

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

Article 20: Universal Identifier and System for Award Management (SAM)

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

Article 21: Procurement of Recovered Materials

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

services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Article 22: Definitions

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

Article 23: Choice of Law - Venue

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

Signatures

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

City of Friendswood

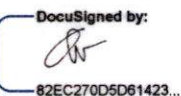
Signature  Signed by:
63D6898A8B62404...

Name Morad Kabiri

Title City Manager

Date 8/10/2024

H-GAC

Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 8/19/2024

ATTACHMENT A

Scope of Work

City of Friendswood

E. Parkwood Drive/FM 528 at Winding Way Intersection (Phase 1) - This scope of work is regarding construction of a new right turn lane at the intersection of E. Parkwood Drive/FM 528 and Winding Way (MPO ID: 19061 and CSJ: 0981-02-012).

The following table documents the exchange of funds and transportation development credits.

Agency	Current Funding	Contribution to the Regional Strategic Transportation Fund	Commitment to Other Transportation Project in City of Friendswood's Service Area	New Total Federal Funding	Transportation Development Credits (TDC) Non-cash Federal Match
H-GAC	\$678,042			\$678,042	\$135,609
City of Friendswood		\$67,804	\$67,804		
Total	\$678,042	\$67,804	\$67,804	\$678,042	\$135,609

Certificate Of Completion

Envelope Id: E73DA2F658D74449A03CBF38CA96C371

Subject: Intergovernmental Agreement - Interlocal - City of Friendswood - Transportation - ID: 12725

Source Envelope:

Document Pages: 8

Signatures: 2

Certificate Pages: 2

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120

Houston, TX 77027

contracts@h-gac.com

IP Address: 12.11.127.21

Record Tracking

Status: Original

8/9/2024 3:59:16 PM

Holder: Houston-Galveston Area Council

contracts@h-gac.com

Location: DocuSign

Signer Events

Morad Kabiri

mkabiri@friendswood.com

City Manager

Security Level: Email, Account Authentication
(None)**Signature**

Signed by:

Morad Kabiri

63D6895A8B62404...

Signature Adoption: Pre-selected Style

Using IP Address: 73.136.138.92

Timestamp

Sent: 8/9/2024 3:59:37 PM

Viewed: 8/10/2024 8:34:18 AM

Signed: 8/10/2024 8:35:41 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Charles Wemple

charles.wemple@h-gac.com

Executive Director

Houston-Galveston Area Council

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Charles Wemple

82EC270D5D61423...

Signature Adoption: Uploaded Signature Image

Using IP Address: 66.196.238.186

Sent: 8/10/2024 8:35:43 AM

Viewed: 8/19/2024 1:17:54 PM

Signed: 8/19/2024 1:17:58 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jildardo Arias

jarias@friendswood.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 8/9/2024 3:59:36 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2024 3:59:36 PM
Certified Delivered	Security Checked	8/19/2024 1:17:54 PM
Signing Complete	Security Checked	8/19/2024 1:17:58 PM
Completed	Security Checked	8/19/2024 1:17:58 PM
Payment Events	Status	Timestamps

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: September 9, 2024

Date submitted: 08/28/2024

Prepared by: Raquel Martinez, Deputy City Secretary

Subject: Consider ratifying the City Manager's signature and authorizing a Regional Strategic Transportation Fund Interlocal Agreement for a transportation project regarding striping to add a middle lane at the intersection of FM 528 and Sunset Drive with the Houston-Galveston Area Council.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item ratifies the City Manager's signature and authorizes a Regional Strategic Transportation Fund Interlocal Agreement, ID No. 12856, with the Houston-Galveston Area Council in the amount of \$61,492, with the City's contribution being \$6,149 for a transportation project re-striping the middle lane at the intersection of FM 528 and Sunset Drive to make dual left turns.

The funding of the agreement is as follows:

Agency	Current Funding	Contribution to the Regional Strategic Transportation Fund	Commitment to Other Transportation Project in City of Friendswood's Service Area	New Total Federal Funding	Transportation Development Credits (TDC) Non-cash Federal Match
H-GAC	\$61,492			\$61,492	\$12,299
City of Friendswood		\$6,149	\$6,149		
Total	\$61,492	\$6,149	\$6,149	\$61,492	\$12,299

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 2024 08 27 HGAC Reg. Strategic Transportation Fund for Study at FM528 & Sunset

H-GAC

Houston-Galveston Area Council

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

Intergovernmental Agreement - Interlocal - City of Friendswood - Transportation - ID: 12856

INTERLOCAL AGREEMENT REGIONAL STRATEGIC TRANSPORTATION FUND

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and the City of Friendswood, (the Local Government Authority) having its principal place of business at 910 S. Friendswood Dr, Friendswood, TX 77546. These entities are hereby defined as the Parties to this Agreement.

WITNESSETH:

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

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

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

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

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

Article 1: Legal Authority

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

Article 2: Applicable Laws

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

Article 3: Performance Period

This Agreement shall be executed during the period which begins 06/18/24 and ends 08/31/25. All services and/or deliverables under this Agreement must be rendered within this performance period unless extended by mutual consent through a written amendment to this Agreement.

Article 4: Whole Agreement

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

Article 5: Independent Parties

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

Article 6: Party Liability

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

Article 7: Scope of Services

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

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

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Article 10: Audit

Notwithstanding any other audit requirement, H-GAC and City of Friendswood agree that expenditures of cumulative state or federal funds that meet or exceed the thresholds set in 2 CFR 200 shall be subjected to audit.

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A. Convenience

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

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

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

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

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

Article 18: Federal Compliance

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

forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 19: Texas Public Information Act

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

Article 20: Universal Identifier and System for Award Management (SAM)

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

Article 21: Procurement of Recovered Materials

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

services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Article 22: Definitions

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

Article 23: Choice of Law - Venue

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

Signatures

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

City of Friendswood

Signed by:
Signature 
63D6898A8B62404...

Name Morad Kabiri

Title City Manager

Date 8/27/2024

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 8/27/2024

ATTACHMENT A

Scope of Work

City of Friendswood

FM 528 at Sunset Intersection (Phase 1) - This scope of work is regarding striping to add a middle lane at the intersection of FM 528 and Sunset (MPO ID: 19063 and CSJ: 1414-01-024).

The following table documents the exchange of funds and transportation development credits.

Agency	Current Funding	Contribution to the Regional Strategic Transportation Fund	Commitment to Other Transportation Project in City of Friendswood's Service Area	New Total Federal Funding	Transportation Development Credits (TDC) Non-cash Federal Match
H-GAC	\$61,492			\$61,492	\$12,299
City of Friendswood		\$6,149	\$6,149		
Total	\$61,492	\$6,149	\$6,149	\$61,492	\$12,299

Certificate Of Completion

Envelope Id: 2EFB91FE3449451797FA7FBC38131705

Subject: Intergovernmental Agreement - Interlocal - City of Friendswood - Transportation - ID: 12856

Source Envelope:

Document Pages: 8

Certificate Pages: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120

Houston, TX 77027

contracts@h-gac.com

IP Address: 12.11.127.21

Record Tracking

Status: Original

8/27/2024 3:55:57 PM

Holder: Houston-Galveston Area Council

contracts@h-gac.com

Location: DocuSign

Signer Events

Morad Kabiri

mkabiri@friendswood.com

City Manager

Security Level: Email, Account Authentication
(None)**Signature**Signed by:

63D6893A8B62404...Signature Adoption: Pre-selected Style
Using IP Address: 72.20.135.226**Timestamp**

Sent: 8/27/2024 3:56:33 PM

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Signed: 8/27/2024 4:26:55 PM

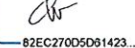
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Charles Wemple

charles.wemple@h-gac.com

Executive Director

Houston-Galveston Area Council

Security Level: Email, Account Authentication
(None)DocuSigned by:

82EC270D5D61423...Signature Adoption: Uploaded Signature Image
Using IP Address: 174.224.117.152
Signed using mobile

Sent: 8/27/2024 4:26:56 PM

Viewed: 8/27/2024 4:31:10 PM

Signed: 8/27/2024 4:31:18 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jildardo Arias

jarias@friendswood.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 8/27/2024 3:56:32 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/27/2024 3:56:32 PM
Certified Delivered	Security Checked	8/27/2024 4:31:10 PM
Signing Complete	Security Checked	8/27/2024 4:31:18 PM
Completed	Security Checked	8/27/2024 4:31:18 PM
Payment Events	Status	Timestamps

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: September 9, 2024

Date submitted: 08/12/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider ratifying the City Manager's signature and approving American Tower Corporation's alterations and tower modifications pertaining to its Generator Upgrade Project for the communication facility located at 1606 Whitaker Drive, Friendswood, Galveston County, Texas.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City entered into a license agreement with American Tower L.P. on June 11, 2007, for a communications tower located at 1606 Whitaker Drive, Friendswood, Texas (the "Site"). Under the License Agreement, the American Tower is authorized to operate and maintain wireless communications equipment on the Site. Such license agreement was amended on February 25, 2014, in order to reflect the final installed configuration of the facilities and to extend the agreement. American Tower has now requested the City's consent for AT&T to modify its facilities at the Site for its generator upgrade project numbered OAA789846.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Consent for Generator Upgrade Project
2. Construction Drawings for Generator Upgrade Project



VIA Email

8/7/2024

City of Friendswood
910 South Friendswood Dr.
Friendswood, TX 77546

RE:

**Site Number: 268232 / Site Name: Friendswood PS BLDG TX / Customer Name: AT&T Mobility (the "Customer") / Project Number: OAA789846 (the "Project")
Communications Facility located at 1606 Whitaker Drive, Friendswood, TX 77546 (the "Site")
Request for Consent & Authorization**

Dear Landlord:

Pursuant to the ground agreement for the above-referenced Site, we are requesting your consent of Customer's proposed modifications. This consent shall apply to any alteration or tower modification related to the Project.

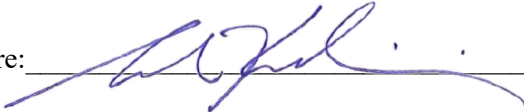
American Tower will continue to be responsible for performance of all obligations under the ground agreement. Please acknowledge your approval by signing in the space provided below. If you have any questions, please do not hesitate to contact me. Please return this letter immediately to the address listed below.

Sincerely,

Patrick Poulin
Account Specialist, Land Acquisitions
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
781-428-7289 office
patrick.poulin@americantower.com

Approval and Authorization

I, an authorized party, consent to the activity as referenced above at the Site and authorize the Customer and/or its agent, to apply for all necessary zoning and permitting approvals as may be required for the activity and/or installation and acknowledge and agree that Customer, American Tower, and/or their agents shall have no further obligations to obtain consents or approvals, or provide notice, from the undersigned with regard to the Project.

Signature:  Date: 08/12/2024

Print Name: Morad Kabiri

Title: City Manager

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2024

Date submitted: 06/04/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the Instructor Services Agreement with Christian Patierno for pickleball instructor service for children and adults at the tennis courts located in Stevenson Park.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City issued a request for proposals ("RFP") for the tennis and pickleball programs to be operated from Stevenson Park. Based upon the criteria established in the RFP, Christian Patierno (the "Instructor") was selected as the proposer who offered the best value to the City. As such, the City negotiated a three-year instructor services contract for pickleball instructor services with two optional one-year renewal terms to provide such programming for the citizens of Friendswood. Under the agreement, the Instructor will manage a pickleball program, which will include lessons, league play, tournaments, clinics, and junior pickleball teams. The agreement, in part, includes the cost to participants, the cost to the Instructor for his use of the City's courts, program changes, safety plans, and scheduling requirements.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood Pickleball Agreement

PICKLEBALL INSTRUCTOR AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Pickleball Instructor Agreement (the "Agreement"), effective as of the date last specified herein, is between the City of Friendswood, a Texas home-rule municipality, (the "City") and Christian P. Patierno (the "Instructor").

WHEREAS, the City is committed to providing quality fitness opportunities for residents of the City of Friendswood and, therefore, issued a Request for Proposal for the operations and maintenance of pickleball programs for children and adults at the Stevenson Park tennis courts (the "RFP"); and

WHEREAS, the Instructor submitted a proposal in response to the City's RFP and was selected as the top-rated proposer based upon the criteria specified therein; and

WHEREAS, the City and the Instructor (collectively the "Parties"; individually a "Party") understand the need to provide access to quality programs to promote healthy lifestyles and well-being in the City of Friendswood and appreciate the benefit of providing the local community with opportunities to participate in quality fitness programs; and

WHEREAS, the City and the Instructor desire to jointly cooperate to provide individuals with a fitness program to encourage healthy living and habits; and

NOW THEREFORE, City and the Instructor agree as follows:

1. Facility. The City will allow the Instructor to use the four (4) tennis/pickleball courts at Stevenson Park (the "Facility") at dates and times approved by the City throughout the Term for the Program. It is expressly understood and agreed that such use is subject to Section 4.02 hereinbelow. The Instructor shall notify the City of any maintenance issues at the Facility that impact the Instructor's ability to use the Facility and/or conduct the Program; and the City will process such issues on an as-needed basis. The Instructor will not alter or improve the Facility or install or affix any equipment, appliance, or other fixture thereon during the Term. After each use of the Facility, the Instructor shall surrender the Facility to the City in the same or better condition as when he took possession, allowing for reasonable wear and tear as determined by the City. If the Instructor fails to so surrender the Facility in such a condition or his Program causes damage to the Facility or other City property, the City may cleanup and/or make the necessary repairs at the Instructor's sole cost and expense; and the Instructor shall pay the City the cost thereof within thirty (30) days of receipt of an invoice. Interest will accrue on late payments in accordance with Section 5.

CITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY NATURE, KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE FACILITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE; AND THE INSTRUCTOR ACCEPTS SUCH FACILITY IN AN "AS IS" CONDITION, WITH ALL FAULTS. THE INSTRUCTOR, BY HIS ACCEPTANCE OF THIS AGREEMENT, EXPRESSLY WAIVES ANY RIGHT OR CLAIM AGAINST CITY FOR DAMAGES, RESCISSION OR OTHER REMEDY AT LAW OR IN EQUITY WITH RESPECT TO OR RESULTING FROM THE PHYSICAL CONDITION OF THE FACILITY. THIS DISCLAIMER AND WAIVER SHALL BE BINDING ON THE INSTRUCTOR, HIS AGENTS, VOLUNTEERS, AND INVITEES.

2. Personal Property. The Instructor is responsible for the care of all City-owned equipment, supplies, and personal property he and/or any of his participants use at the Facility. The Instructor agrees to acquire new balls and replace damaged nets as needed at the Facility. It is expressly understood that the City may provide tables for Program leagues and tournaments, if timely requested by the Instructor and if available. If tables or any other City-owned equipment used by the Instructor or any of his subcontractors or participants is damaged, destroyed, or removed from the Facility, the Instructor shall notify the City in writing of the damage and shall be responsible for the repair or replacement of the same. If the Instructor fails to repair or replace the same in a timely manner and to the City's satisfaction, the City may do so at the Instructor's sole cost and expense. Should the City replace or repair the damaged equipment, the Instructor shall pay the City the cost thereof within thirty (30) days of receipt of an invoice. Interest will accrue on late payments in accordance with Section 5.

3. Qualifications. The Instructor agrees that he is fully competent and has the necessary certifications and resources for the Program, including all associated services and court maintenance. The Instructor shall maintain his certification as a pickleball instructor through the Professional Pickleball Registry throughout the Term. This Agreement is for the Instructor's services. Should the Instructor desire to engage additional persons in furtherance of this Agreement, the Instructor must obtain written consent from the City, and any such persons shall not be employees of or have any contractual relationship with the City.

4. Program.

4.01 Program Requirements. The Instructor agrees to do all things necessary to manage and administer the Program, including, but not limited to, the purchase of necessary equipment, supplies and materials, and the performance of all other acts necessary to ensure a successful, safe Program in the City. The Instructor will plan, develop and operate pickleball programs, approved in writing by the City, at the Facility. At all times, when performing services under this Agreement, the Instructor shall provide supervision of the participants and volunteers of the Program.

a. Lessons. The Instructor shall teach both private and group lessons at all skill levels. Each lesson shall be tailored to the specific persons' or group's skill level. The Instructor shall provide the necessary equipment, including paddles and balls. The lessons will be taught by the Instructor and shall include introduction, safety information, stretching, dynamic warm-up, fun drills, skill development, and information on the technical and tactical parts of the game. The Instructor shall charge no more than the following for each lesson:

Private Lessons\$60 per hour
Group Lessons\$80 per hour

b. League Play. The Instructor shall develop and run various pickleball leagues, in which the Instructor shall collect data from the matches and upload it to the Instructor's DUPR software, provide the participants with their rankings, and award prizes. Each League will run for four weeks. The Instructor shall charge no more than the following for each league:

Singles\$25 per entrant
Doubles/Senior Doubles \$50 per team

c. Tournaments. The Instructor shall organize and host a pickleball tournament in Professional Pickleball Association format each month during the Term. The Instructors shall be responsible for obtaining volunteers to work the tournaments in order for the same to run smoothly. The Instructor shall collect data from the matches and upload it to the Instructor's DUPR software, provide the participants with their rankings, and award prizes. The Instructor will endeavor to match participants with the same skill set in order to give the

participants the best possible experience. The Instructor shall charge no more than ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per team for each tournament.

- d. Clinics. The Instructor shall organize and host pickleball clinics, wherein a group will learn new drills and ways to practice pickleball. Clinics may focus on placement shots, adding power to placement, third-shot drop, drive, return of serve, volleys, and dinking. The Instructor shall design clinics to help participants attain a higher pickleball IQ. The Instructor shall charge no more than THIRTY-FIVE AND NO/100 DOLLARS (\$35.00) per participant for clinics.
- e. Dynamic Universal Pickleball Rating ("DUPR") Rating Clinics. The Instructor shall organize and host DUPR rating clinics, which run on a specific format that allows for every player to cycle through partners and test different parts of their game ensuring that all skill sets in pickleball are observed so a rating can be given as accurately as possible. The DUPR rating clinic will run from one (1) to three (3) hours depending upon how many people sign up. The Instructor shall charge no more than TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) per person per DUPR rating clinic.
- f. Junior Pickleball Team. The Instructor shall organize and teach junior pickleball team program, which will give youth the opportunity form teams, practice once a week as a team, and participate in fun, entertaining drills.

(collectively "Program").

- 4.02 Scheduling. The Instructor shall schedule through the City the times, dates and courts needed for the Program, which may vary based upon the availability of the Facility, City resources and/or City staff. It is expressly understood and agreed that the Instructor's ability to use the Facility is subject to the City's priority use of the same for a municipal purpose. The City shall endeavor to give thirty (30) days' prior written notice to the Instructor of the City's intent to use the Facility during a scheduled Program Activity.
- 4.03 Program Changes. Any changes in the time and location of the service performed by the Instructor shall be mutually agreed upon by the Instructor and the City. However, the City reserves the right to cancel a Program lesson, class or activity for a municipal purpose without liability. If the class does not take place because of an illness, holiday or other extenuating circumstance, it shall be rescheduled by the Instructor and approved by the City prior to participant notification. It shall be the Instructor's responsibility to notify the City of any cancellation at least two (2) hours prior to the scheduled lesson, class, or activity.
- 4.04 Safety Policy. Within thirty (30) calendar days after the Effective Date, the Instructor will provide to the City a safety plan for the Program to address safety concerns that may arise. Such plan must be approved by the City prior to the Instructor's use of the Facility.
- 4.05 Reports.
 - a. Accident. The Instructor shall report all accidents/incidents to any person or property immediately to the City. Further, the Instructor shall complete and file with the City an accident report form provided by the City, which shall provide details regarding the accident/incident, including specifically when, where and how the injury or damage occurred as accurately as possible and giving the names or any witnesses to the accident/incident.
 - b. Other. The Instructor 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.

4.06 Certifications; Background Checks. The Instructor agrees to maintain current certification requirements as required by the City at all times throughout the Term and provide proof of such upon signing this Agreement and upon expiration of any certification. The Instructor agrees to have all assistants and volunteers submit to a criminal history and background check before performing any services hereunder.

5. Payment. In exchange for use of the Facility, the Instructor shall pay City the following percentages of the income received from the Program:

Private Lessons	5%
Group Lessons	5%
League Play	20%
Tournaments	20%
Clinics.....	20%
DUPR Rating Clinics.....	20%
Junior Pickleball Teams.....	5%

Payment must be received by the City no later than five (5) days after the conclusion of each month during the Term. Payment must be mailed or delivered to the City of Friendswood at 910 S. Friendswood Drive, Friendswood, Texas 77546 along with a report in a format approved by the City detailing the Programs provided during the month and the income received from Program, broken down by event. Checks shall be made payable to the City of Friendswood. Late payments shall accrue interest at the rate specified in Section 2251.025 of the Texas Government Code.

6. Term and Termination.

6.01 Term. This Agreement is effective from the Effective Date until September 30, 2027, the date when the Instructor's Program is scheduled to end (the "Initial Term").

6.02 Renewal Term. The Parties agree that the City, at its sole option, may extend this Agreement under the same terms and conditions for up to two (2) additional years, in one-year intervals (each a "Renewal Term"). To exercise this option, the City shall serve notice of the extension at least thirty (30) days prior to expiration of the Initial Term or Renewal Term (collectively the "Term"), as applicable.

6.03 Termination.

a. Without Cause. The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' prior written notice from the City Manager to the Instructor of the City's election to do so.

b. With Cause. The City may terminate this Agreement with written notice to the Instructor if the Instructor breaches this Agreement, but only after providing Instructor seven (7) days' written notice of the breach during which the Instructor shall have the opportunity to cure. If the breach is not cured within such timeframe, the City may terminate this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (1) failing to pay insurance premiums, liens, claims or other charges;
- (2) failing to pay any payments due the City, state, or federal government from the Instructor, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (3) the institution of voluntary or involuntary bankruptcy proceeding;

- (4) refusing or failing to prosecute the Program or any separable part, with the diligence that will ensure its success; and/or
 - (5) the violation of any provision of this Agreement.
- c. Services and Payment upon Termination. Upon delivery of any notice of termination required herein, the Instructor shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, the Instructor shall submit a final payment along with the documentation required in Section 5 hereinabove. This section shall survive termination of this Agreement.
 - d. Liability. Notwithstanding the above, the Instructor 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 Instructor. 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.

7. Insurance, Indemnity and Release.

7.01 Insurance. Throughout the Term, the Instructor, at his own expense, shall purchase, maintain and keep in force and effect insurance against claims for injuries to or death of persons or damages to property which may arise out of or result from the Instructor's services, whether such services be by the Instructor, his agents, representatives, volunteers, employees or subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Instructor's insurance coverage shall be primary insurance with respect to the City, its officers, agents and employees. Any insurance or self-insurance maintained by the City, its officials, agents and employees shall be considered in excess of the Instructor's insurance and shall not contribute to it. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- 1. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Per Occurrence: \$1,000,000
 - Coverage shall be broad form
 - The City, its officers, agents and employees shall be listed as additional insureds.
 - Waiver of subrogation required
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
- 2. Business Automobile Policy, if an auto is used in the performance of services.
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - The City, its officers, agents and employees shall be listed as additional insureds.
 - Waiver of subrogation required.
- 3. Workers' Compensation, if the Instructor has employees.
 - Statutory Limits
 - Employer's Liability: \$500,000
 - Waiver of subrogation required.
- 4. Accident Only Insurance
 - Limit: \$25,000
- 5. Umbrella Liability Policy
 - Limit: \$5,000,000
 - The City, its officers, agents and employees shall be listed as additional insureds.
 - Waiver of subrogation required

Prior to the execution of this Agreement, the Instructor shall file with the City valid Certificates of Insurance and endorsements acceptable to the City. Such Certificates shall contain a provision that coverage afforded

under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the City via certified mail, return receipt requested. The Instructor shall also file with the City valid Certificates of Insurance covering all subcontractors.

The following are general requirements applicable to all policies:

- Insurance carrier for all liability policies 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 suspended, voided, canceled, or materially changed 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 policy.
- 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 Instructor.
- The Instructor shall provide copies of insurance certificates to the City prior to the City's execution of this Agreement and shall ensure that throughout the Term, all certificates on file with the City are up-to-date and not expired. Failure to provide certificates constitutes a breach of this Agreement.

7.02 Indemnity.

THE INSTRUCTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY AND/OR (II) THE SOLE OR JOINT NEGLIGENCE OF THE INSTRUCTOR, HIS AGENTS, VOLUNTEERS AND PARTICIPANTS. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE INSTRUCTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE INSTRUCTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE AND (II) THE INSTRUCTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE OR JOINT CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE AN 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 ANY ACTION OR PROCEEDING IS BROUGHT

AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE INSTRUCTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

7.03 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 City's sovereign immunity. The Instructor assumes full responsibility for his 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 the Instructor's services to be performed hereunder. This release shall apply with respect to the Instructor's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

8. Notices. 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: Morad Kabiri, City Manager

INSTRUCTOR:

Christian Patierno
1928 Rushing Meadow Lane
Houston, Texas 77089
patiernochristian@gmail.com

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.

9. Miscellaneous Provisions.

9.01 No Right to Arbitration. Notwithstanding anything to the contrary contained in this Agreement, the City and the Instructor hereby agree that no claim or dispute between the City and the Instructor 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 Instructor consents to be joined in the arbitration proceeding if the Instructor's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

- 9.02 Compliance with Laws. The Instructor agrees that in the performance of his undertakings and obligations under this Agreement, the Instructor will strictly observe and abide by all rules, regulations and laws of the United States of America, the State of Texas and the City of Friendswood, as they now exist or may hereinafter be enacted or amended.
- 9.03 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.
- 9.04 Independent Contractor. It is understood and agreed that the Instructor is an independent contractor for the Program. The City will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other State or Federal agencies. The Instructor will be further responsible for the safety of all involved in the Instructor's Program.
- 9.05 Interpretation. 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.
- 9.06 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.
- 9.07 Successors and Assigns. The City and the Instructor 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 Instructor shall assign, sublet, or transfer his 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 of any public body which may be a Party hereto.
- 9.08 No Third-Party Beneficiaries. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Instructor and the City only.
- 9.09 Choice of Law; Venue. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Friendswood, Galveston County, Texas.
- 9.10 No Assignment. The Instructor shall not, under any circumstances, obtain a substitute or assign this Agreement or his duties without prior written authorization from the City. Should such authorization be granted, the Instructor agrees to inform the substitute or assignee of all the stipulations of this Agreement. It shall remain the responsibility of the Instructor to compensate the substitute or assignee and to ensure the terms hereof are satisfied.
- 9.11 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.
- 9.12 Entire Agreement. This Agreement represents the entire agreement of the Parties hereto and may only be amended or supplemented by mutual agreement of Parties hereto in writing.

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 September, 2024, the date of execution by the City Manager of the City of Friendswood (the "Effective Date").

City of Friendswood

Instructor

Morad Kabiri, City Manager

Christian P. Patierno

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: September 9, 2024

Date submitted: 09/04/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution amending Section 2 of Resolution No. R2024-13, which designated authorized signatories for contractual documents and documents for requesting funds pertaining to the Community Development Block Grant - Mitigation Program, to reflect that the Director of Administrative Services is now the Director of Finance.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood received a Community Development Block Grant – Mitigation Program ("CDBG-MIT") award to provide street improvements/water facilities. On April 1, 2024, the City Council, through Resolution R2024-13, appointed persons to execute contractual documents and documents requesting funds from the Texas General Land Office ("GLO"). Thereafter, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form was submitted to the GLO. However, after such submission, the City Council changed the name of the Administrative Services Department to the Finance Department. This proposed resolution reflects such change and allows the City to submit a revised CDBG-MIT Depository/Authorized Signatories Designation Form to the GLO.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Resolution - Designating Signatory Authority CDBG Mitigation Program - Revised

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING SECTION 2 OF RESOLUTION NO. R2024-13, WHICH DESIGNATED AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM UNDER STATE CONTRACT NUMBER 24-065-030-E485, TO REFLECT THAT THE DIRECTOR OF ADMINISTRATIVE SERVICES IS THE DIRECTOR OF FINANCE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Friendswood received a Community Development Block Grant – Mitigation Program ("CDBG-MIT") award to provide Street Improvements/Water Facilities; and

WHEREAS, on April 1, 2024, the City Council, through Resolution R2024-13, appointed persons to execute contractual documents and documents requesting funds from the Texas General Land Office (the "GLO"); and

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form was submitted to the GLO; and

WHEREAS, on May 6, 2024, the City Council changed the name of the Administrative Services Department to the Finance Department; and

WHEREAS, the City Council, therefore, desires to submit a revised CDBG-MIT Depository/Authorized Signatories Designation Form; NOW THEREFORE,

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby adopted, ratified, and confirmed.

Section 2. That Section 2 of Resolution No. R2024-13 is hereby amended to read as follows:

Section 2. That the Mayor, City Manager, Director of Engineering, and Director of Finance are authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the CDBG-MIT Program.

Section 3. 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 9th day of September, 2024.

MIKE FOREMAN, Mayor

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

H:\City Council\Resolutions\2024\09-09-2024\Resolution - Designating Signatory Authority CDBG Mitigation Program - Revised.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: September 9, 2024

Date submitted: 09/04/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider the authorizing a contract with Star Services, Inc., for the purchase and installation of replacement HVAC equipment for the Animal Shelter through The Interlocal Purchasing System.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City's Animal Shelter has experienced an increasing number of HVAC repairs over the last couple of years, as the units are original to the building, which was built in 2011. As a result, the Animal Shelter has been left with extended outages of HVAC because of delayed parts due to supply chain issues.

This proposed contract with Star Services, Inc., is for job-order contracting under The Interlocal Purchasing System with Star Services Inc., for the replacement of existing units with the following:

Quantity	Description
4	Ton Split Systems
	4-ton condenser
2	4-ton hair handler
	Secondary drain pan with safety overflow switch
	CASPR UV Light, 10kw Heat Kit, Sight Glass & Liquid Line Filter
	Drier
5	Ton Split System
	5-ton condenser
1	5-ton hair handler
	Secondary drain pan with safety overflow switch
	CASPR UV Light, 10kw Heat Kit, Sight Glass & Liquid Line Filter
	Drier
7.5	Ton Split System
	7.5-ton condenser
2	7.5-ton hair handler
	Secondary drain pan with safety overflow switch
	CASPR UV Light, 10kw Heat Kit, Sight Glass & Liquid Line Filter
	Drier

The units to be replaced are located in a confined attic space and will be labor-intensive to replace. The Animal Control Division has been working on deferred maintenance items such as this, and will be utilizing its current Facilities Maintenance account to fund this work. The total cost for this contract is \$83,974.00.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. COF - Animal Shelter - 5 Split System Replacement

Proposal

Proposal Date	Proposal Number	Customer #
August 30, 2024	DCMH83024A	COF3214

BY AND BETWEEN:

Star Service, Inc. 7425 Major St. Houston, TX 77061	AND	City of Friendswood 910 South Friendswood Dr Friendswood, Texas 77546
--	-----	--

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Animal Shelter – 3000 West Parkwood, Friendswood, Texas

We are pleased to offer this solution on the below referenced project. Our solution includes all labor, material, insurance, and supervision to perform the following scope of work:

This Contract is Negotiated Through the Interlocal Purchasing System (TIPS), ESC8, HVAC (JOC)
Contract # 22010602

City of Friendswood – Animal Shelter - Replace Five (5) Split Systems

Two-4Ton Splits, One-5Ton Split, & Two-7.5Ton Splits

Units 1001, 1002, 1003, 1004, & 1005

Scope of Work

- City of Friendswood to make attic access opening bigger for install & removal
- Obtain the required City of Friendswood Mechanical Permit
- Provide attic covering during work, will leave it attic for future work/use
- Provide the necessary rigging/lifting required to complete scope of work
- Perform lockout/tagout of high voltage electrical following NFPA70E requirements
- Remove high/low voltage electrical connections at existing condensers & air handlers
- Disconnect existing refrigeration line-set at air handlers & condensers
- Disconnect the necessary existing ductwork from the air handlers
- Disconnect existing condensate drains at air handlers
- Remove of existing exterior line-set insulation & dispose
- Remove existing condensing units & dispose per EPA required guidelines
- Remove existing air handlers, evaporator coils, heat kits, & dispose

Qty:2 - 4Ton Split System

- Provide & Install Two (2) New Trane 4Ton Split Systems:
 - 4Ton Condenser 208/230-1
 - 4Ton Air Handler w/ TXV 208/230-1
 - Secondary Drain Pan w/ Safety Overflow Switch
 - CASPR UV Lights, 10kW Heat Kit, Sight Glass, & Liquid Line Filter Drier

Qty: 1 - 5Ton Split System

- Provide & Install One (1) New Trane 5Ton Split System with the following
 - 5Ton Condenser 208/230-1
 - 5Ton Air Handler w/ TXV 208/230-1
 - Secondary Drain Pan w/ Safety Overflow Switch
 - CASPR UV Light, 10kW Heat Kit, Sight Glass, & Liquid Line Filter Drier

Qty:2 – 7.5Ton Split System

- Provide & Install Two (2) New Trane 7.5Ton Split Systems:
 - 7.5Ton Condenser 208/230-3
 - 7.5Ton Air Handler w/ TXV 208/230-3
 - Secondary Drain Pan w/ Safety Overflow Switch
 - CAPSR UV Light, 10kW Heat Kit, Sight Glass, & Liquid Line Filter Drier

Scope of Work

- Provide & Install the necessary new ductwork & transitions to connect to existing ductwork
- Star Unit 1004 AHU will receive a new supply transition
- Provide the necessary New copper fittings required to connect existing line-set to new equipment
- Provide & Install Five (5) Rx-11 Flush Kits
- Provide the necessary New UV Rated Armaflex Line-set as necessary to outdoor line-set portion
- Provide the necessary new condensate fittings to connect to existing drains
- Provide & Install the necessary new high/low voltage wiring to connect the new equipment
- Evacuate refrigerant circuit to 500 microns to ensure no moisture or leaks are present
- Install the required amount of new virgin R-410A refrigerant into refrigerant circuit
- Perform start-up & verify operation is within manufacturers specifications
- Reinstall removed panels
- Remove lockout/tagout
- Clean up work area
- Provide customer with service report
- Work to performed during **“Normal Working Hours”**
- 1-Year Parts & Labor Warranty
- 5-Year Compressor Warranty

Materials have a lead time of 7 - 10 business days from Factory

Exclusions:

- Any work outside of the above-described solution will be quoted separately

Total Investment Required to Implement the Proposed Solution:

..... \$ 83,974.00

Eighty-Three Thousand Nine Hundred Seventy-Four Dollars & 50/100

(Plus, all applicable taxes)

Quote valid for 14 days



Thank you,
Max Huber
Star Service, Inc.
281.481.0700 Office
832.374.2432 Cell
mhuber@starservice.com

Proposal Agreement

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

CONTRACTOR

Signature (Sales Representative)

Approved for Contractor:

Signature

Name & Title

Date

CUSTOMER

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

Purchase Order #

TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
3. At the time this proposal was submitted the prices of material, equipment, or energy for the Work in this proposal were extremely volatile, and Contractor is dependent upon its vendors to provide prompt notification of any such price escalations. As such, this proposal specifically excludes all escalation of prices of material, equipment, or energy from the date of this proposal until the execution of the needed material, equipment or energy associated with this particular scope of Work. Contractor will use reasonable efforts to purchase material, equipment, or energy for the Work in this proposal to limit the potential impact of escalation of costs and will notify Customer reasonably promptly if and when it learns of any such price escalations. In the event the proposal is accepted, and Contractor experiences an escalation of prices of material, equipment or energy associated with this particular scope of Work after the proposal is accepted, Contractor shall be entitled to seek a change order for reimbursement of such additional costs if Contractor experiences any provable escalation of prices of material, equipment, or energy with respect to the Work of this proposal.
4. This proposal expires in 14 days.
5. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. In the event Contractor must commence legal action to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
9. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
10. Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
11. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
12. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
13. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement, or removal of asbestos or any other toxic or hazardous substances, hazardous wastes, or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
14. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

**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: September 9, 2024

Date submitted: 08/07/2024

Prepared by: Glenda Faulkner, Director of Communications

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

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. GalCoTax July 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@galvestoncountytx.gov

August 6, 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 July, 2024 is true and correct.

Under my hand and seal this 6th day of August, 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

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

Bay Colony West MUD
Galveston County MUD No. 2
Galveston County MUD No. 3
South Shore Harbour MUD No. 2
South Shore Harbour MUD No. 3
South Shore Harbour MUD No. 6
South Shore Harbour MUD No. 7

Non Entity Partners (as appropriate):

Clear Creek Independent School District
Friendswood Independent School District
Santa Fe Independent School District
Texas City Independent School District
GC Consolidated Drainage District
Flamingo Isles MUD
Galveston Co Management Dist #1
Galveston County MUD No. 1
Galveston County MUD No. 6
Galveston County MUD No. 14
Galveston County MUD No. 15
Galveston County MUD No. 29
Galveston County MUD No. 30

Galveston County MUD No. 31
Galveston County MUD No. 32
Galveston County MUD No. 39
Galveston County MUD No. 43
Galveston County MUD No. 45
Galveston County MUD No. 46
Galveston County MUD No. 52
Galveston County MUD No. 54
Galveston County MUD No. 56
Galveston County MUD No. 66
Galveston County MUD No. 68
WCID No. 8
West Ranch Management Dist. #1

08/01/2024 08:29:37 4604286
TC298-D DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2024 THRU 07/31/2024
JURISDICTION: 0337 FRIENDMD CITY

PAGE: 31
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	93,758.72	.00	4,993.61	.00	98,752.33	4,434.26	.00	.00	103,186.59
	I & S	.121278	29,966.74	.00	1,596.05	.00	31,562.79	.00	.00	.00	31,562.79
	TOTAL	.500728	123,725.46	.00	6,589.66	.00	130,315.12	4,434.26	.00	.00	134,749.38
2022	M & O	.388560	65,74-	.00	224.99	.00	159.25	244.53	.00	.00	403.78
	I & S	.098754	16,71-	.00	57.18	.00	40.47	.00	.00	.00	40.47
	TOTAL	.487314	82.45-	.00	282.17	.00	199.72	244.53	.00	.00	444.25
2021	M & O	.385147	1.24	.00	.00	.00	1.24	.00	.00	.00	1.24
	I & S	.102167	.32	.00	.00	.00	.32	.00	.00	.00	.32
	TOTAL	.487314	1.56	.00	.00	.00	1.56	.00	.00	.00	1.56
2020	M & O	.392153	63.19	.00	32.83	.00	96.02	23.54	.00	.00	119.56
	I & S	.095161	15.34	.00	7.96	.00	23.30	.00	.00	.00	23.30
	TOTAL	.487314	78.53	.00	40.79	.00	119.32	23.54	.00	.00	142.86
2019	M & O	.432160	2.86	.00	.96	.00	3.82	.00	.00	.00	3.82
	I & S	.089279	.60	.00	.20	.00	.80	.00	.00	.00	.80
	TOTAL	.521439	3.46	.00	1.16	.00	4.62	.00	.00	.00	4.62
2018	M & O	.437173	.88	.00	.00	.00	.88	.00	.00	.00	.88
	I & S	.095218	.18	.00	.00	.00	.18	.00	.00	.00	.18
	TOTAL	.532391	1.06	.00	.00	.00	1.06	.00	.00	.00	1.06
2017	M & O	.432349	.86	.00	.00	.00	.86	.00	.00	.00	.86
	I & S	.095000	.20	.00	.00	.00	.20	.00	.00	.00	.20
	TOTAL	.527349	1.06	.00	.00	.00	1.06	.00	.00	.00	1.06
2016	M & O	.462000	1.41	.00	.00	.00	1.41	.00	.00	.00	1.41
	I & S	.084000	.24	.00	.00	.00	.24	.00	.00	.00	.24
	TOTAL	.546000	1.65	.00	.00	.00	1.65	.00	.00	.00	1.65
2015	M & O	.497200	1.50	.00	.00	.00	1.50	.00	.00	.00	1.50
	I & S	.071500	.21	.00	.00	.00	.21	.00	.00	.00	.21
	TOTAL	.568700	1.71	.00	.00	.00	1.71	.00	.00	.00	1.71
2014	M & O	.530300	2.37	.00	.00	.00	2.37	.00	.00	.00	2.37
	I & S	.061100	.27	.00	.00	.00	.27	.00	.00	.00	.27
	TOTAL	.591400	2.64	.00	.00	.00	2.64	.00	.00	.00	2.64
2013	M & O	.530300	2.72	.00	1.42	.00	4.14	.00	.00	.00	4.14
	I & S	.061100	.31	.00	.16	.00	.47	.00	.00	.00	.47
	TOTAL	.591400	3.03	.00	1.58	.00	4.61	.00	.00	.00	4.61
2012	M & O	.530700	4.99	.00	.00	.00	4.99	.00	.00	.00	4.99
	I & S	.063000	.63	.00	.00	.00	.63	.00	.00	.00	.63
	TOTAL	.597000	5.62	.00	.00	.00	5.62	.00	.00	.00	5.62

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TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2024 THRU 07/31/2024
JURISDICTION: 0337 FRIENDWD CITY

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INCLUDES AG ROLLEBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2011	M & O	.521800	1.56	.00	2.55	.00	4.11	.00	.00	.00	4.11
	I & S	.068400	.21	.00	.33	.00	.54	.00	.00	.00	.54
	TOTAL	.590200	1.77	.00	2.88	.00	4.65	.00	.00	.00	4.65
2010	M & O	.519800	3.66	.00	.00	.00	3.66	.00	.00	.00	3.66
	I & S	.065300	.47	.00	.00	.00	.47	.00	.00	.00	.47
	TOTAL	.585100	4.13	.00	.00	.00	4.13	.00	.00	.00	4.13
2009	M & O	.499700	1.50	.00	2.73	.00	4.23	.99	.00	.00	5.22
	I & S	.080000	.24	.00	.45	.00	.69	.00	.00	.00	.69
	TOTAL	.579700	1.74	.00	3.18	.00	4.92	.99	.00	.00	5.91
2008	M & O	.509700	1.53	.00	.00	.00	1.53	.00	.00	.00	1.53
	I & S	.070000	.21	.00	.00	.00	.21	.00	.00	.00	.21
	TOTAL	.579700	1.74	.00	.00	.00	1.74	.00	.00	.00	1.74
2007	M & O	.501600	1.50	.00	3.00	.00	4.50	.00	.00	.00	4.50
	I & S	.074800	.24	.00	.45	.00	.69	.00	.00	.00	.69
	TOTAL	.576400	1.74	.00	3.45	.00	5.19	.00	.00	.00	5.19
ALL	M & O		93,784.75	.00	5,262.09	.00	99,046.84	4,703.32	.00	.00	103,750.16
	I & S		29,969.70	.00	1,662.78	.00	31,632.48	.00	.00	.00	31,632.48
	TOTAL		123,754.45	.00	6,924.87	.00	130,679.32	4,703.32	.00	.00	135,382.64
DLQ	M & O		26.03	.00	268.48	.00	294.51	269.06	.00	.00	563.57
	I & S		2.96	.00	66.73	.00	69.69	.00	.00	.00	69.69
	TOTAL		28.99	.00	335.21	.00	364.20	269.06	.00	.00	633.26
CURR	M & O		93,758.72	.00	4,993.61	.00	98,752.33	4,434.26	.00	.00	103,186.59
	I & S		29,966.74	.00	1,596.05	.00	31,562.79	.00	.00	.00	31,562.79
	TOTAL		123,725.46	.00	6,589.66	.00	130,315.12	4,434.26	.00	.00	134,749.38

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TC298-M SELECTION: DEPOSIT

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 07/01/2024 THRU 07/31/2024
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
2022	RF240718	1043980010003	202301	132.75-	0.00	0.00	0.00 HK23	132.75	0.00 RF
2022	RF240718	1043980010003	202301	0.00	0.00	0.00	0.00 HK23	132.75-	132.75-RF
2022	RF240718	1084720000049	202305	0.00	0.00	0.00	0.00 HK23	204.98-	204.98-RF
2022	RF240718	1084720000049	202305	181.40-	0.00	23.58-	0.00 HK23	204.98	0.00 RF
2022	RF240716	219074	202304	0.00	0.00	0.00	0.00 2251	135.23-	135.23-RF
2022	RF240716	219074	202304	121.83-	0.00	13.40-	0.00 2251	135.23	0.00 RF
2022	RF240716	288739	202301	0.00	0.00	0.00	0.00 2251	324.78-	324.78-RF
2022	RF240716	288739	202301	324.78-	0.00	0.00	0.00 2251	324.78	0.00 RF
2022	RF240716	612953	202301	459.05-	0.00	0.00	0.00 2251	459.05	0.00 RF
2022	RF240716	612953	202301	0.00	0.00	0.00	0.00 2251	459.05-	459.05-RF
2022 TOTAL				1,219.81-	0.00	36.98-	0.00	0.00	1,256.79-

2023	864071724PHC	1000420000004	202406	1,942.82-	0.00	291.42-	0.00 HCCE	0.00	2,234.24-RI
2023	RF240718	1043980010003	202401	0.00	0.00	0.00	0.00 HK11	171.08-	171.08-RF
2023	RF240718	1043980010003	202401	171.08-	0.00	0.00	0.00 HK11	171.08	0.00 RF
2023	RF240718	1057850000001	202401	0.00	0.00	0.00	0.00 HK11	331.33-	331.33-RF
2023	RF240718	1057850000001	202401	331.33-	0.00	0.00	0.00 HK11	331.33	0.00 RF
2023	RF240718	1084720000049	202406	0.00	0.00	0.00	0.00 HK11	306.79-	306.79-RF
2023	RF240718	1084720000049	202406	266.77-	0.00	40.02-	0.00 HK11	306.79	0.00 RF
2023	RF240718	1198830010001	202312	396.50-	0.00	0.00	0.00 HK11	396.50	0.00 RF
2023	RF240718	1198830010001	202312	0.00	0.00	0.00	0.00 HK11	7,095.03-	7,095.03-RF
2023	RF240718	1198830020001	202312	0.00	0.00	0.00	0.00 HK11	7,095.03	0.00 RF
2023	RF240718	1206360010033	202401	0.00	0.00	0.00	0.00 HK11	638.49-	638.49-RF
2023	RF240718	1206360010033	202401	638.49-	0.00	0.00	0.00 HCCE	638.49	0.00 RF
2023	951070324T	1215220050002	202401	808.05-	0.00	0.00	0.00 2350	808.05	0.00 RF
2023	RF240716	184133	202401	0.00	0.00	0.00	0.00 2350	808.05-	808.05-RF
2023	RF240716	184133	202401	1,121.53-	0.00	0.00	0.00 2350	1,121.53	0.00 RF
2023	RF240716	201148	202401	0.00	0.00	0.00	0.00 2350	1,121.53-RF	1,121.53-RF
2023	RF240716	201148	202401	0.00	0.00	0.00	0.00 2350	1,284.39-	1,284.39-RF
2023	RF240716	201616	202401	0.00	0.00	0.00	0.00 2350	284.39	0.00 RF
2023	RF240716	201616	202401	284.39-	0.00	0.00	0.00 CERT	486.92-	486.92-RF
2023	864070124PHC	201623	202406	80.64-	0.00	12.09-	0.00 2350	486.92	0.00 RF
2023	RF240716	288739	202406	0.00	0.00	63.51-	0.00 2350	310.90-	310.90-RF
2023	RF240716	288739	202406	423.41-	0.00	0.00	0.00 2350	310.90	0.00 RF
2023	RF240702	359119	202401	0.00	0.00	0.00	0.00 2350	125.18-	125.18-RF
2023	RF240702	359119	202401	310.90-	0.00	0.00	0.00 2350	125.18	0.00 RF
2023	RF240716	361961	202312	0.00	0.00	0.00	0.00 CERT	0.00	1,244.08-RI
2023	RF240716	361961	202312	125.18-	0.00	162.27-	0.00 CERT	284.17	0.00 RF
2023	864071724PHC	361971	202406	1,081.81-	0.00	0.00	0.00 2350	284.17-	284.17-RF
2023	RF240716	387466	202401	0.00	0.00	0.00	0.00 2350	811.13	0.00 RF
2023	RF240716	387466	202401	0.00	0.00	0.00	0.00 2350	811.13	0.00 RF
2023	RF240716	612953	202401	811.13-	0.00	0.00	0.00 2350	811.13	0.00 RF

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 07/01/2024 THRU 07/31/2024
JURISDICTION: 337 FRIENDMD 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	RF240716	612953	202401	0.00	0.00	0.00	0.00 2360	811.13-	811.13-RF
2023	TOTAL			17,073.53-	0.00	569.31-	0.00	0.00	17,642.84-

YEAR 2022	REFUNDS	1,219.81-	0.00	36.98-	0.00	0.00	0.00	1,256.79-
	RETURNED ITEMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TRANSFERS/REVERSALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	1,219.81-	0.00	36.98-	0.00	0.00	0.00	1,256.79-

YEAR 2023	REFUNDS	13,067.96-	0.00	103.53-	0.00	0.00	0.00	13,171.49-
	RETURNED ITEMS	3,105.27-	0.00	465.78-	0.00	0.00	0.00	3,571.05-
	TRANSFERS/REVERSALS	900.30-	0.00	0.00	0.00	0.00	0.00	900.30-
	TOTAL	17,073.53-	0.00	569.31-	0.00	0.00	0.00	17,642.84-

ALL YEARS	REFUNDS	14,287.77-	0.00	140.51-	0.00	0.00	0.00	14,428.28-
	RETURNED ITEMS	3,105.27-	0.00	465.78-	0.00	0.00	0.00	3,571.05-
	TRANSFERS/REVERSALS	900.30-	0.00	0.00	0.00	0.00	0.00	900.30-
	TOTAL	18,293.34-	0.00	606.29-	0.00	0.00	0.00	18,899.63-

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2007 TOTAL			1.74	0.00	3.45	0.00	0.00	5.19
2008 TOTAL			1.74	0.00	0.00	0.00	0.00	1.74
2009 TOTAL			1.74	0.00	3.18	0.99	0.00	5.91
2010 TOTAL			4.13	0.00	0.00	0.00	0.00	4.13
2011 TOTAL			1.77	0.00	2.88	0.00	0.00	4.65
2012 TOTAL			5.62	0.00	0.00	0.00	0.00	5.62
2013 TOTAL			3.03	0.00	1.58	0.00	0.00	4.61
2014 TOTAL			2.64	0.00	0.00	0.00	0.00	2.64
2015 TOTAL			1.71	0.00	0.00	0.00	0.00	1.71
2016 TOTAL			1.65	0.00	0.00	0.00	0.00	1.65
2017 TOTAL			1.06	0.00	0.00	0.00	0.00	1.06
2018 TOTAL			1.06	0.00	0.00	0.00	0.00	1.06
2019 TOTAL			3.46	0.00	1.16	0.00	0.00	4.62
2020 TOTAL			78.53	0.00	40.79	23.54	0.00	142.86
2021 TOTAL			1.56	0.00	0.00	0.00	0.00	1.56
2022 TOTAL			1,137.36	0.00	319.15	244.53	0.00	1,701.04
2023 TOTAL			140,798.99	0.00	7,158.97	4,434.26	0.00	152,392.22
TOTAL PAYMENTS			142,047.79	0.00	7,531.16	4,703.32	0.00	154,282.27
2022 TOTAL			1,219.81-	0.00	36.98-	0.00	0.00	1,256.79-
2023 TOTAL			17,073.53-	0.00	569.31-	0.00	0.00	17,642.84-
TOTAL REVERSAIS			18,293.34-	0.00	606.29-	0.00	0.00	18,899.63-
TOTAL FOR UNIT			123,754.45	0.00	6,924.87	4,703.32	0.00	135,382.64

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

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
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CURRENT YEAR	5,274,185,590	184,629,468	5,458,815,058 0	00.500728	25,695,129.77
					18,189

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2023	24,803,290.69	891,839.08	891,839.08	25,390,090.46	25,390,090.46	305,039.31	98.81	0.00
2022	224,620.94	85,154.86-	85,154.86-	84,411.57	84,411.57	55,054.51	60.52	0.00
2021	46,007.11	10,902.67-	10,902.67-	4,051.36	4,051.36	31,053.08	11.54	0.00
2020	28,524.90	563.16	563.16	7,594.33	7,594.33	21,493.73	26.11	0.00
2019	20,010.02	428.38-	428.38-	3,531.82	3,531.82	16,049.82	18.04	0.00
2018	14,875.89	233.69	233.69	2,143.68	2,143.68	12,965.90	14.19	0.00
2017	13,642.64	.00	0.00	1,885.66	1,885.66	11,756.98	13.82	0.00
2016	12,117.53	.00	0.00	1,917.79	1,917.79	10,199.74	15.83	0.00
2015	11,826.76	.00	0.00	1,904.05	1,904.05	9,922.71	16.10	0.00
2014	12,474.54	.00	0.00	1,417.49	1,417.49	11,057.05	11.36	0.00
2013	9,677.98	.00	0.00	1,007.36	1,007.36	8,670.62	10.41	0.00
2012	6,814.94	.00	0.00	1,003.75	1,003.75	5,811.19	14.73	0.00
2011	6,841.46	.00	0.00	968.00	968.00	5,873.46	14.15	0.00
2010	3,613.44	.00	0.00	15.82	15.82	3,597.62	.44	0.00
2009	5,164.80	.00	0.00	9.26	9.26	5,155.54	.18	0.00
2008	4,281.97	.00	0.00	2.38	2.38	4,279.59	.06	0.00
2007	1,321.11	.00	0.00	1.74	1.74	1,319.37	.13	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	796,150.02	796,150.02	25,501,956.52	25,501,956.52	524,759.22		0.00
CURR	24,803,290.69	891,839.08	891,839.08	25,390,090.46	25,390,090.46	305,039.31		0.00
DELO	427,275.03	95,689.06-	95,689.06-	111,866.06	111,866.06	219,719.91		0.00

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2024
LAND VALUE	7,378,007,830	7,378,007,830	60,769,328	3,731,829-	57,037,499	7,435,045,329
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	272,134,945	48,653,520-	223,481,425	1,166,461,643
APPRAISED VALUE	7,378,007,830	7,378,007,830	332,904,273	52,385,349-	280,518,924	7,658,526,754
EXEMPTIONS	2,071,397,163	2,071,397,163	74,478,841	21,398,647	95,889,456	2,167,286,619
TAXABLE VALUE	5,274,185,590	5,274,185,590	258,425,432	73,795,964-	184,629,468	5,458,815,058
LEVY	24,803,290.69	24,803,290.69	1,699,991.53	808,152.45-	891,839.08	25,695,129.77
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	544	221	774	11,201
OVER 65	3,603	3,603	93	96	196	3,799
DISABLED	178	178	7	14	23	201
VETERAN	259	259	14	4	18	277
TOTAL EXEMPT	88	88	0	0	0	88

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2024
LAND VALUE	6,593,325,295	6,593,325,295	0	430,066-	430,066-	6,592,895,229
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	543,880	8,457,286-	7,913,406-	865,861,691
APPRAISED VALUE	6,593,325,295	6,593,325,295	543,880	8,887,352-	8,343,472-	6,584,981,823
EXEMPTIONS	1,782,152,718	1,782,152,718	0	10,364,294	10,364,294	1,792,517,012
TAXABLE VALUE	4,778,686,394	4,778,686,394	543,880	19,251,646-	18,707,766-	4,759,978,628
LEVY	224,620.94	224,620.94	2,660.60	87,815.46-	85,154.86-	139,466.08
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	91	91	10,686
OVER 65	3,475	3,475	0	33	33	3,508
DISABLED	180	180	0	11	11	191
VETERAN	253	253	0	4	4	257
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2024
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	610,453	418,918-	191,535	775,349,000
APPRAISED VALUE	5,827,810,207	5,827,810,207	610,453	1,023,192-	412,739-	5,827,397,468
EXEMPTIONS	1,579,451,702	1,579,451,702	0	3,352,574	2,972,007	1,582,423,709
TAXABLE VALUE	4,214,667,192	4,214,667,192	610,453	3,995,199-	3,384,746-	4,211,282,446
LEVY	46,007.11	46,007.11	2,974.83	13,877.50-	10,902.67-	35,104.44
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	25	25	10,323
OVER 65	3,255	3,255	0	10	10	3,265
DISABLED	181	181	0	6	6	187
VETERAN	240	240	0	2	2	242
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

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

PAGE: 191
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2024
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	102,486-	102,486-	1,218,037,489
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	83,426	83,426	3,797,880,395
LEVY	28,524.90	28,524.90	.00	563.16	563.16	29,088.06
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	2-	2-	10,218
OVER 65	3,163	3,163	0	2-	2-	3,161
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	3	3	224
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

PAGE: 192
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2024
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	28,990	28,990	1,018,468,111
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	77,320-	77,320-	3,494,237,690
LEVY	20,010.02	20,010.02	.00	428.38-	428.38-	19,581.64
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
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	3	3	208
TOTAL EXEMPT	74	74	0	0	0	74

ALL PROPERTY

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

	CERTIFIED ROLL	ROLL AS OF 08/01/2023	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 07/31/2024
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 07/01/2024 thru 07/31/2024 as of 08/01/2024

Batch Seq
4604561

Report run on: August 1, 2024 10:02 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 88105	Print Date:08/01/2024						
	Current	42,449.78	13,567.59	0.00	0.00	0.00	56,017.37
	Delq	202.36	50.23	0.00	0.00	0.00	252.59
Last Deposit Date		07/14/2024	\$42,652.14	\$13,617.82	\$0.00	\$0.00	\$56,269.96
ACH 88154	Print Date:08/01/2024						
	Current	56,302.55	17,995.20	0.00	0.00	0.00	74,297.75
	Delq	92.15	19.46	0.00	0.00	0.00	111.61
Last Deposit Date		07/31/2024	\$56,394.70	\$18,014.66	\$0.00	\$0.00	\$74,409.36
Total:		\$99,046.84	\$31,632.48	\$0.00	\$0.00	\$0.00	\$130,679.32

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: September 9, 2024

Date submitted: 08/14/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. August 5, 2024, City Council Draft Meeting Minutes

DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD AUGUST 5, 2024

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, AUGUST 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:

John Ellisor	Councilmember
Trish Hanks	Councilmember
Sally Branson	Councilmember
Joe Matranga	Mayor Pro Tem
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 Reverend Thomas Vellappallil of Mary Queen Catholic Church.

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

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

4. COUNCIL COMMENTS AND REPORTS

Mayor Foreman opened the item by thanking the Friendswood Parks and Recreation staff for setting up a great summer camp program. Councilmember Hanks wished to note that school is about to start and that there would be an increase in traffic and walkers. She hoped everyone would drive slowly and be supportive of their students and staff so they can have a safe and happy school year. Councilmember Branson expressed her appreciation to Assistant City Manager Katina Hampton for helping them with their Friendswood Community Prayer Breakfast presentation.

Councilmember Ellisor commented over the Friendswood Library and encouraged everyone to check out their activities. He also brought awareness to the fact that this year is the 85th anniversary of public schools in Friendswood. Councilmember Griffon announced the Dickinson Bayou Watershed Steering Committee would meet tomorrow at the Civic Center at 400 West Walker Street in League City, Texas. As their liaison, he additionally reported on the actions of the Galveston County Consolidated Drainage District.

Mayor Pro Tem Matranga shared that he was able to be a part of the Emergency Operation Center (EOC) in Friendswood before, during, and after Hurricane Beryl. He commended City Staff for their

professionalism and dedication. Mayor Pro Tem Matranga also addressed debris pickup and concerns regarding communication. He shared that he and Councilmember Erenwert would meet with City Staff on a formal basis to see what went well and what are things they can improve upon for the next event. Councilmember Erenwert thanked the July 4th Committee for putting on the best show every year and noted there would be several openings on that committee. He encouraged folks to apply and volunteer.

5. PUBLIC COMMENT

Mr. Michael Ross requested to speak before the Council. He first commended City Manager Morad Kabiri and his staff for always being available to answer his questions in a professional and polite manner. He also commented on his background as a developer and stated that he understood the need for Tax Increment Reinvestment Zone (TIRZ) No. 1. However, Mr. Ross did not understand or see the need of TIRZ No. 2, as it was more of a residential development.

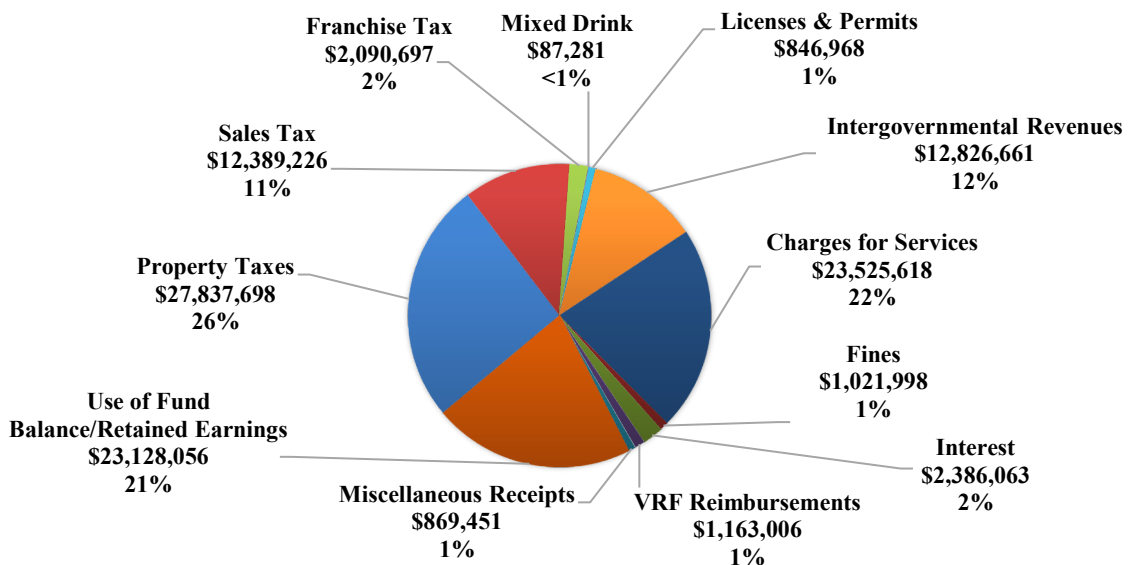
6. MUNICIPAL BUDGET FOR FISCAL YEAR 2024-25

A. Receive and discuss a presentation regarding the City of Friendswood Proposed FY2024-25 Municipal Budget.

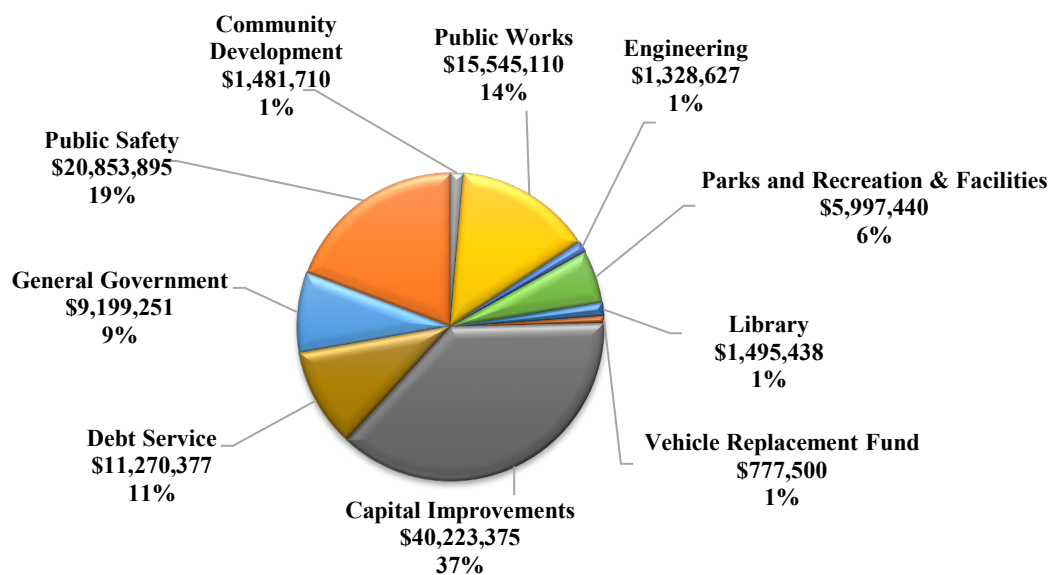
Finance Director Rhonda Boskas opened the item and provided Council with an overview of the City of Friendswood FY2024-25 Proposed Budget. She identified the following items as key budget drivers:

- Insurance Costs
- Operational Costs
- Personnel Costs
- Deferred Maintenance
- EMS Onboarding
- FVFD Contract
- Bond Project Impacts
- Grant Project Impacts
- Aging Infrastructure

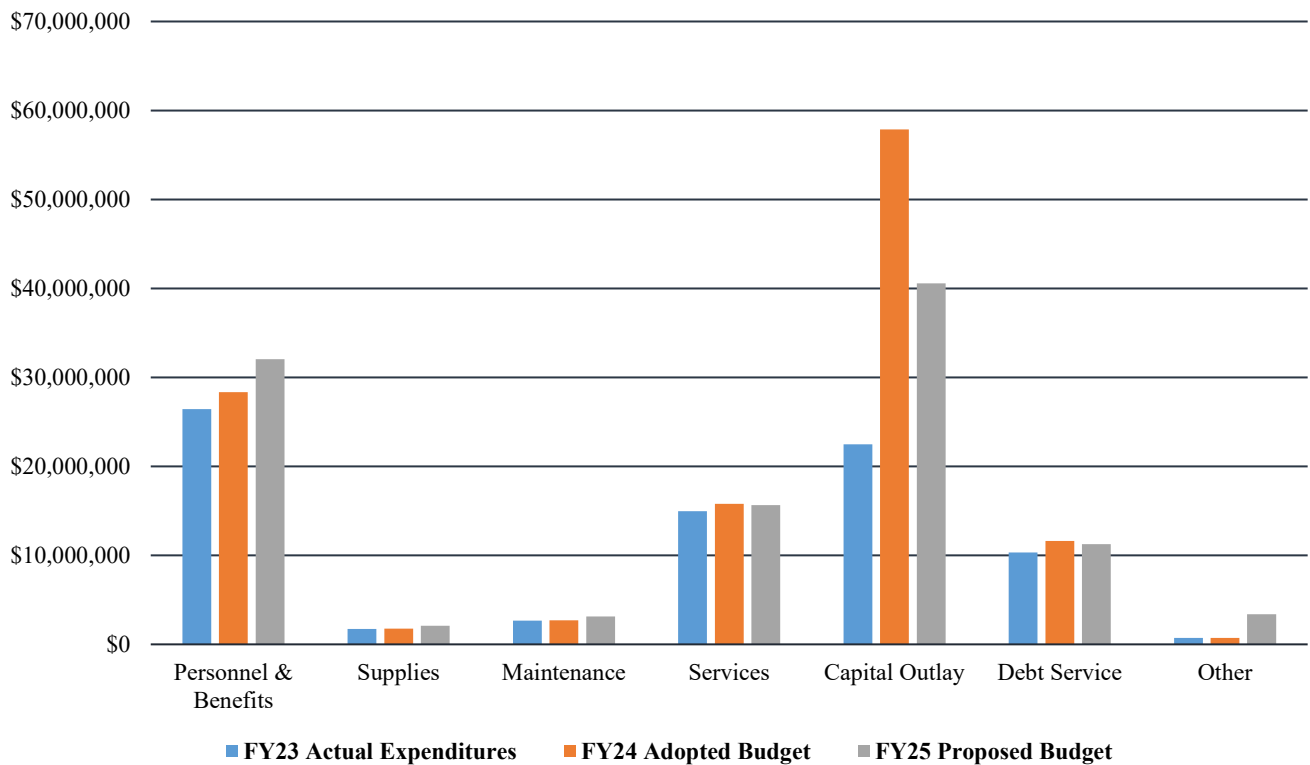
Ms. Boskas reported the total proposed revenue of all city funds was \$108.2 million, as illustrated in the chart below



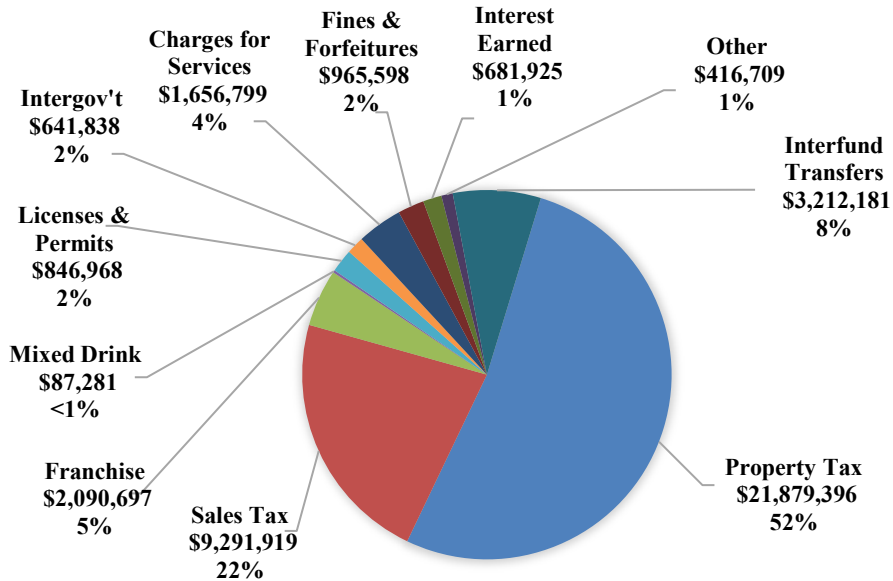
Ms. Boskas further reported the total proposed expenditures of all City funds were \$108.2 million, as illustrated in the charts below.



EXPENDITURES BY CLASSIFICATION



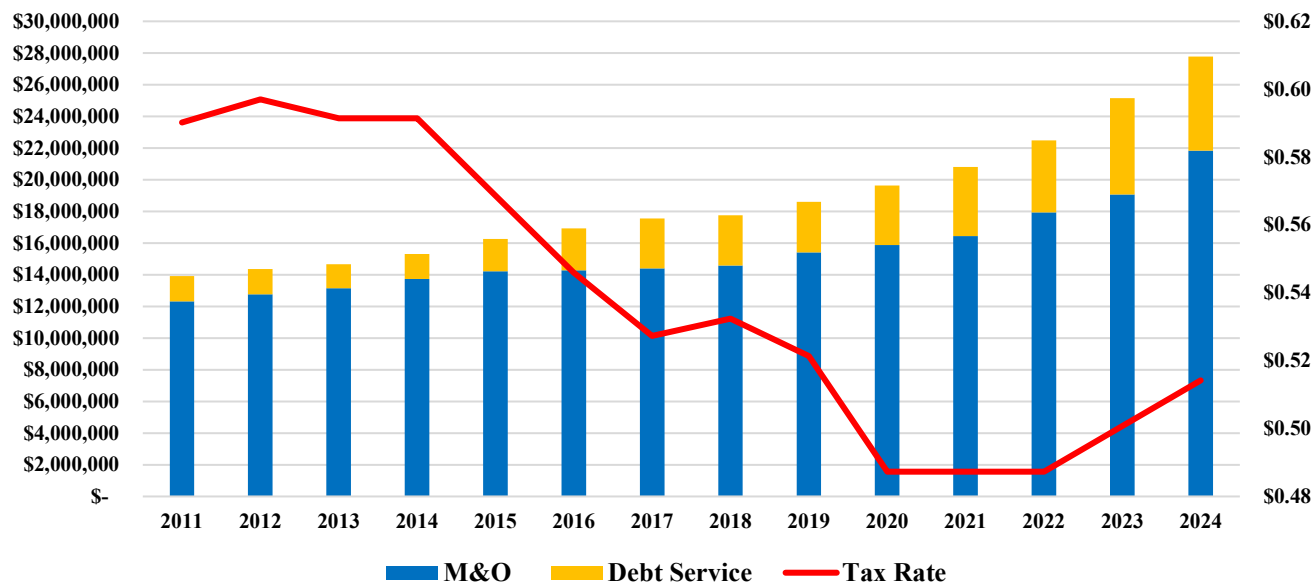
With regards to the General Fund, Ms. Blosskas relayed that the proposed revenues in FY2025 is \$41.8 million.



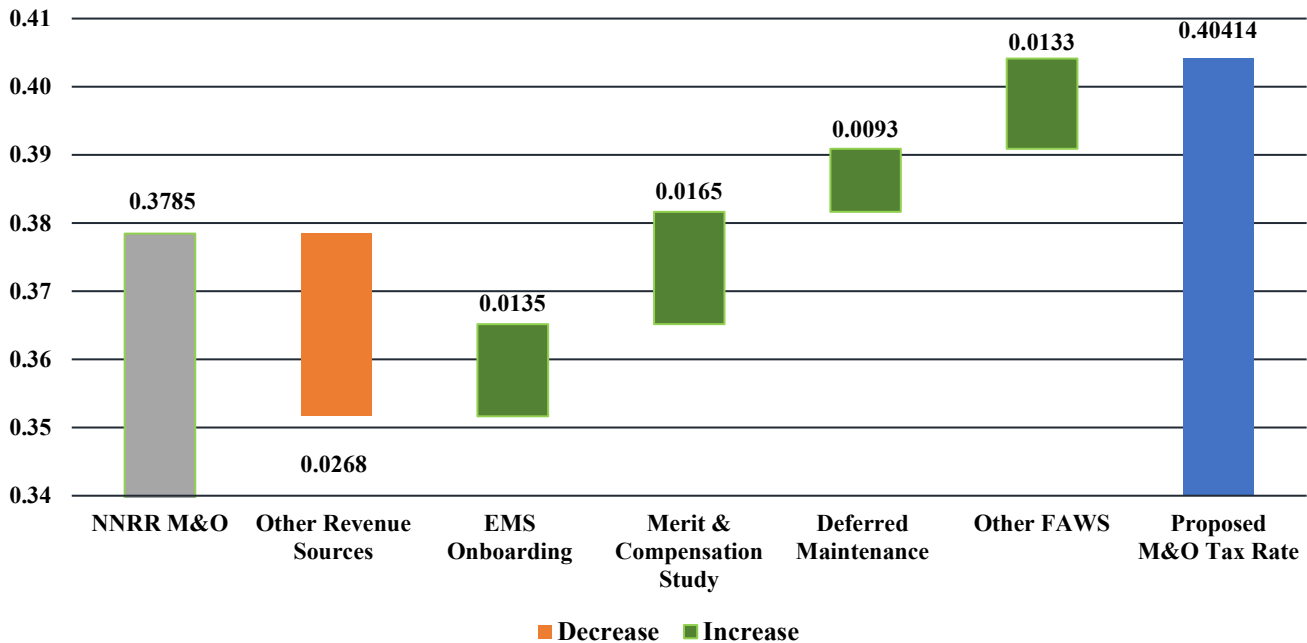
Ms. Blossas relayed that the proposed budget was developed using a tax rate of 51.42¢. The City received estimated certified taxable values from both the Galveston County and Harris County Appraisal Districts. The Galveston County Tax Office certified the no-new revenue rate at 49.51¢ and the voter-approval rate with the unused increment provision to be 57.18¢. The estimated taxable value is \$5.9 billion.

Furthermore, Ms. Blossas reported that the projected new construction is \$82.5 million for this tax year. The property value under protest, as of July 25, 2024, is at \$424 million and the tax debt service obligation is at \$5.9 million. Ms. Blossas noted that was \$149,000 less than last year.

PROPERTY TAX REVENUE & RATE BY TAX YEAR



Ms. Boskas took a moment to focus on the maintenance and operations (M&O) portion of the tax rate.



Next, Ms. Boskas displayed the following tables concerning the General Fund.

GENERAL FUND – FORCES AT WORK (FUNDED)

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Windstorm Insurance Increase (3%)	\$0	\$25,220	\$25,220	\$0	\$25,220
City Wide	Auto Liability Insurance Increase (7%)	0	20,768	20,768	0	20,768
City Wide	Real & Personal Property Insurance Increase (13%)	0	16,431	16,431	0	16,431
P&R	Facility Electricity Increase (2%)	0	10,898	10,898	0	10,898
PW_St	Streets Electricity Increase (2%)	0	11,488	11,488	0	11,488
City Wide	Health Insurance Increase (5%)	0	104,764	104,764	0	104,764
City Wide	Workers Compensation Increase	0	29,899	29,899	0	29,899
DES_EMS	EMS Onboarding	0	2,972,772	2,972,772	1,035,000	1,937,772
FVFD_Fire	FVFD Fire Contract Reduction	0	64,195	64,195	247,981	(183,786)
FVFD_EMS	EMS Contract Elimination	0	0	0	1,022,840	(1,022,840)
PD_Admin	Police Policy Accreditation	40,000	26,920	66,920	1,920	65,000
PD_Patrol	12-Hour Shifts + Vehicle	93,725	300,555	394,280	255,340	138,940
PD_Patrol	FISD SRO Contract Reduction	0	0	0	(91,582)	91,582
PD_Patrol	CCISD School Crossing Guard Agreement	0	18,534	18,534	0	18,534
ENG	Additional Vehicle (Stormwater)	50,000	3,500	53,500	0	53,500
P&R_Pk	Quaker's Landing Buyout lots-Mowing & Maintenance	0	29,600	29,600	0	29,600
P&R_Pk	Maintenance Worker + Vehicle (+1.0 FTE)	62,000	87,372	149,372	0	149,372
Total Forces at Work		\$245,725	\$3,722,916	\$3,968,641	\$2,471,499	\$1,497,142

*"Forces at Work" refers to items out of City Staff's Control

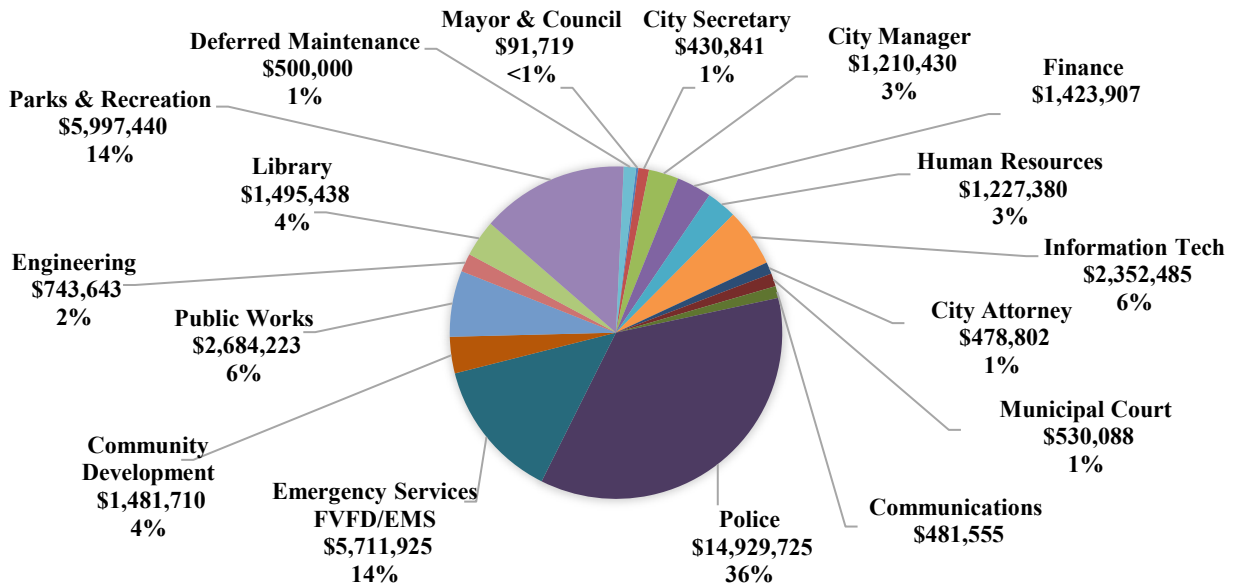
GENERAL FUND – DECISION PACKAGES (FUNDED)

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
PD/CAO	Temporary Records Specialist, FY25-FY26	\$0	\$89,624	\$89,624	\$89,624	\$0
P&R_SDC	Holiday Camps	0	27,000	27,000	27,000	0
City Wide	Salary Adjustments / Merit 4.0%	0	888,603	888,603	0	888,603
Total Decision Packages		\$0	\$1,005,227	\$1,005,227	\$116,624	\$888,603

GENERAL FUND – DECISION PACKAGES (UNFUNDED)

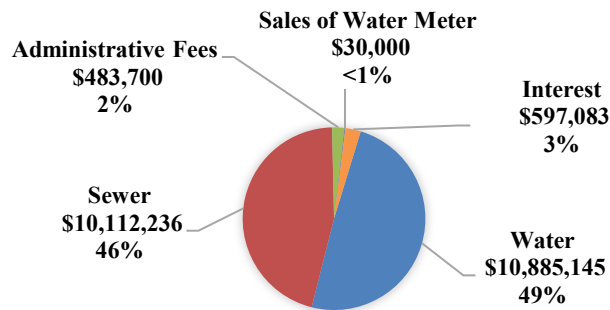
Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
COMM	Social Media Posts		\$10,000	\$10,000		\$10,000
PD_Comm	PD Records Specialist (+1.0 FTE)		91,858	91,858		91,858
PW_St	Equipment Operator - Streets (+1.0 FTE)		86,583	86,583		86,583
DES_EMS	Full-time Paramedic Conversion (+3.0 FTE)		422,092	422,092	227,625	194,467
P&R_Pk	Weekday Laborer (+1.0 FTE)		65,090	65,090		65,090
IT	Cloud Backup Service		17,000	17,000		17,000
HR	Benefit Specialist (+1.0 FTE)	4,000	91,244	95,244		95,244
PD_AC	Animal Control Officer + Vehicle (+1.0 FTE)	78,800	97,029	175,829		175,829
CSO	Temporary Records Technician (part-time)	24,823		24,823		24,823
PW_St	Maintenance Worker (+1.0 FTE)		79,346	79,346		79,346
CDD_GIS	Geographic Information Systems Analyst (+1.0 FTE)	5,000	100,507	105,507		105,507
PW_St	Streets/Sign Shop Vehicle	45,000	4,500	49,500		49,500
PW_St	Maintenance Worker (+1.0 FTE)		79,346	79,346		79,346
ENG	City-Wide Traffic Study	200,000		200,000		200,000
CAO	Legal Services/Litigation Deductibles/Damages		50,000	50,000		50,000
PW_St	Crew Leader + Vehicle (+1.0 FTE)	75,000	102,840	177,840		177,840
DES_FM	Deputy Fire Marshal II + Vehicle (+1.0 FTE)	65,000	158,728	223,728		223,728
P&R_Rec	Summer Camp Staff Wage Increase		8,594	8,594		8,594
P&R_Rec	Summer Pool Staff Wage Increase		7,596	7,596		7,596
P&R_Rec	Citizen Awareness (City U)		500	500		500
P&R_Rec	Relevant Special Event Programming		8,500	8,500		8,500
P&R_Pk	Lake Friendswood Fish Feeding & Restocking Program	6,500	3,500	10,000		10,000
ENG	Sunset Drive Signal Rehabilitation & Optimization	2,250,000		2,250,000		2,250,000
P&R_Rec	Lake Friendswood Kayak/Paddleboard Rental Kiosk	18,000		18,000		18,000
Total Unfunded Decision Packages for General Fund		\$2,772,123	\$1,484,853	\$4,256,976	\$227,625	\$4,029,351

GENERAL FUND – FY2025 PROPOSED EXPENDITURES \$41.8M

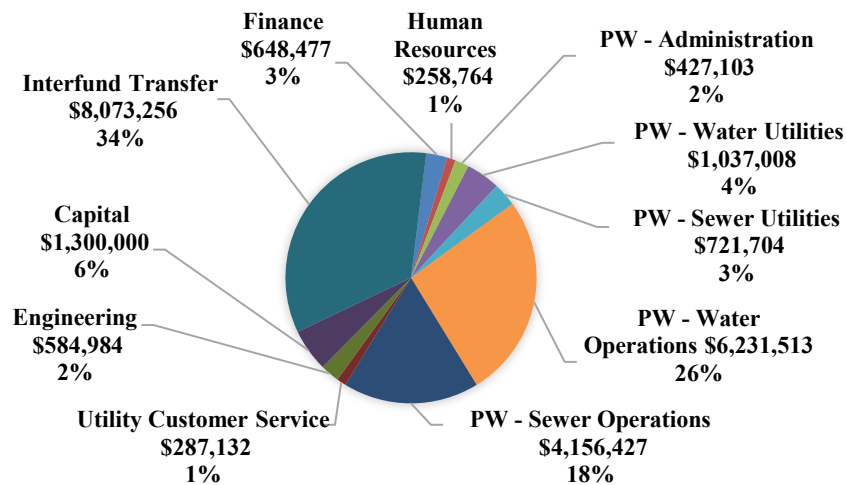


Ms. Boskas then addressed the Water and Sewer fund with the following visuals displayed.

WATER & SEWER – FY2025 PROPOSED REVENUE \$22.1M



WATER & SEWER – FY2025 PROPOSED EXPENSES \$23.7M



WATER & SEWER – FORCES AT WORK (FUNDED)

Dept	Description	186	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Real & Personal Property Insurance Increase (13%)	0	13,444	13,444	0	13,444
PW	Electricity Increase (2%)	0	8,217	8,217	0	8,217
City Wide	Health Insurance Increase (5%)	0	18,401	18,401	0	18,401
City Wide	Workers Compensation Increase	0	3,375	3,375	0	3,375
PW_SU	Blackhawk WW Operations Increase @ 5%	0	143,262	143,262	0	143,262
PW_WO	City of Houston Cash Call 42" SETL	2,515,039	0	2,515,039	0	2,515,039
PW_SU	Southeast Water Purification Plant - CIP Program 2023-2027 (Year 3)	431,198	0	431,198	0	431,198
Total Forces at Work		\$2,946,237	\$186,699	\$3,132,936	\$0	\$3,132,936

WATER & SEWER – DECISION PACKAGES (FUNDED)

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Salary Adjustments / Merit 4.0%	\$0	\$109,579	\$109,579	\$0	\$109,579
PW_SO	Sewer Operator + Vehicle (+1.0 FTE)	45,000	97,826	142,826	0	142,826
PW_SU	Equipment Operator - Sewer Utilities (+1.0 FTE)	0	89,646	89,646	0	89,646
PW_WO	Water Operator + Vehicle (+1.0 FTE)	45,000	97,826	142,826	0	142,826
PW_Admin	Administrative Vehicle	55,000	4,500	59,500	0	59,500
ENG	Wastewater Master Plan	1,000,000	0	1,000,000	0	1,000,000
Total Decision Packages		\$1,145,000	\$399,377	\$1,544,377	\$0	\$1,544,377

To conclude, Ms. Bloskas provided the following key dates as their next steps in approving the budget.

- Proposed Budget Delivered – 07/31/2024
- Budget Work Sessions – 08/05/2024 and 8/14/2024
- Proposed Budget Public Hearing – 08/26/2024
- Budget Adoption – 08/26/2024 or 09/09/2024
- Anticipated Public Hearing on Tax Rate – 09/09/2024
- Tax Rate Adoption – 09/09/2024

The councilmembers then engaged Staff on a discussion concerning personnel expenses. Councilmember Griffon suggested they take the merit portion and put it towards funding some of the decision packages. Mayor Foreman stated that they needed to take care of their employees first and wanted the funding for employee merit raises to remain intact. As the compensation escalation would not be for everybody, Councilmember Branson also voiced her support of keeping the employee merit funding.

Councilmember Griffon additionally expressed that he did not want any of the general obligation bond fund dollars to go into the Tax Increment Reinvestment Zone (TIRZ) No. 1 as detention funds. City Manager Morad Kabiri explained it would not go into TIRZ No. 1 and noted that of the \$14 million, \$5 million is going towards the detention that is within the boundaries of TIRZ No. 1, but it is not “TIRZ No.

1 funds.” Further discussion ensued over the TIRZs, the detention of the Whitcomb property, and the reviewing of plats.

The Mayor and Council congratulated the staff on another well thought out and excellent budget proposal and presentation.

B. Consider setting a public hearing regarding the City of Friendswood FY2024-25 Municipal Budget for August 26, 2024, at 5:30 p.m. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to set a public hearing regarding the City of Friendswood FY2024-25 Municipal Budget for August 26, 2024, at 5:30 P.M. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

C. Receive the 2024 appraisal rolls by the Galveston Central Appraisal District and the Harris County Appraisal District, the anticipated collection rate and the excess debt collections certified by the City's tax collector, and the no-new-revenue and voter-approval tax rates.

Finance Director Rhonda Bloskas stated the estimate appraisal rolls were attached to the agenda item. Staff received the certified tax rolls from Galveston County and are still pending those from Harris County. She further noted that Staff will update the proposed budget once it receives both certified appraisal rolls.

D. Consider approving the proposed ad valorem tax rate for 2024 (Fiscal Year October 1, 2024 – September 30, 2025).

A motion was made by Councilmember Hanks and seconded by Councilmember Branson that the City of Friendswood propose a tax rate of 51.4172¢ per \$100 valuation. This rate is effectively a 3.8% (1.9¢) increase in the tax rate above the no new revenue rate of 49.5117¢. The proposed rate is 1.3¢ more than the City's current tax rate of 50.0728¢. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: Councilmember Robert J. Griffon

The item passed.

E. Consider setting the public hearing regarding the ad valorem tax rate for 2024 on September 9, 2024, at 6:00 p.m. in the Council Chamber, City Hall, 910 S. Friendswood Drive, Friendswood, Texas, 77546.

A motion was made by Councilmember Hanks and seconded by Councilmember Ellisor to schedule a Public Hearing on the Proposed Tax Rate on September 9, 2024, at 6:00 P.M. in the Council Chamber of City Hall to afford proponents and opponents of the proposed tax increase to present their views. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Mayor Pro Tem Joe Matrangola, and Councilmember Brent Erenwert

Nays: Councilmember Robert J. Griffon

The item passed.

7. ZONE CLASSIFICATION CHANGE AT 650 ABD 800 N FRIENDSWOOD DRIVE – THE BELMONT PUD

A. Conduct a public hearing regarding a zone classification change for property located at 650 and 800 N Friendswood Drive, being approximately 13.6491 acres of land consisting of Restricted Reserves B-2 and B-3 in the Replat of Reserve “B,” Annalea Kingspark Section “B” and Whitehall Section “B” as recorded in the Galveston County Map Records, Document No. 2021035945, and being approximately 7.754 acres of land out of the Perry and Austin Survey, Abstract 20, Page 4, Galveston County, Friendswood, Texas, to change from Community Shopping Center (CSC) to Planned Unit Development (PUD) to allow a mixed-use development consisting of commercial and age-restricted multifamily living and an amendment to the Future Land Use Map to change approximately 11.642 acres of land located within such 13.6491 acres described hereinabove from “Retail” to “High Density Residential.”

At 6:28 P.M., Mayor Foreman opened the public hearing regarding a zone classification change request.

Community Development Department (CDD) Director Aubrey Harbin provided Council with an overview of the item. She explained the item is a zone change request and a Future Land Use Map amendment. Ms. Harbin noted that the Future Land Use Map identifies this property for retail development. The property has been available and marketed as retail for 40 years with no viable developments. The developer is proposing to do more senior-living similar to what is already in this corridor.

The Belmont will be a senior living age-restricted complex consisting of 232 units with attached and detached garages and additional amenities. Approximately 2.627 acres would be reserved for commercial development along the frontage of FM 518. Ample parking spaces will be provided for residents and future commercial development. The developer will conduct a traffic impact study and anticipates the installation of a fully signalized intersection at Chelsea and North Friendswood Drive.

Ms. Harbin noted a few people attended the public hearing held by the Planning and Zoning Commission on July 11th. She noted that there were concerns expressed about drainage, impacts to utilities that serve their property, fire hydrants, increased crime, devalued property, impact to wildlife, and traffic. With

regard to what would be within their city limits, Ms. Harbin addressed drainage and utilities. She concluded by noting that the Commission forwarded a positive recommendation to Council with a unanimous vote.

Mayor Foreman announced the following citizens had signed up to speak on the public hearing item.

Ms. Julie Bush shared her concerns related to this proposed development, including drainage, traffic, the closeness of the buildings to her property, and matters concerning the Pearland side of the development.

Mr. David Walker expressed his concerns with this development related to drainage, privacy issues due to the proximity of the three-story buildings to the back of his home, as well as traffic.

Ms. Cheryl Weaver, a resident from Pearland, had concerns with the extra vehicles being moved onto Riverside Drive (Pearland) and drainage.

Mr. Kim Gough stated that he, too, had concerns with the development due to the maintenance of the new traffic light, drainage, the detention ditch and mosquito control, excessive traffic and congestion, property devaluation, and the impacts to his and his neighbor's quality of life.

At 6:47 P.M., Mayor Foreman closed this public hearing concerning a zone classification change request.

B. Consider an ordinance regarding a zone classification change concerning property located at 650 and 800 N. Friendswood Drive, being approximately 13.6491 acres of land consisting of Restricted Reserves B-2 and B-3 in the Replat of Reserve "B," Annalea Kingspark Section "B" and Whitehall Section "B" as recorded in the Galveston County Map Records, Document No. 2021035945, and being approximately 7.754 acres of land out of the Perry and Austin Survey, Abstract 20, Page 4, Galveston County, Friendswood, Texas, to change from Community Shopping Center (CSC) to Planned Unit Development (PUD) to allow a mixed-use development consisting of commercial and age-restricted multifamily living and an amendment to the Future Land Use Map to change approximately 11.642 acres of land located within such 13.6491 acres described hereinabove from "Retail" to "High Density Residential."

A motion was made by Mayor Pro Tem Matranga and seconded by Councilmember Branson to approve Ordinance No. 2024-21, as submitted. However, there was discussion prior to the vote.

Mayor Pro Tem Matranga requested they go through the process and discuss what approvals would be required after that night. Community Development Department (CDD) Director Aubrey Harbin walked through the development process and noted all that work would be reviewed by City Departments. It would come back to the Planning and Zoning Commission for the site plan approval. The preliminary plat, final plat, and drainage plans will then all go to the Drainage District. This was just the first step.

Councilmember Griffon inquired over the buffer. Ms. Harbin replied that the property is zoned Commercial Shopping Center (CSC) which allows up to a 40 foot buffer from the neighboring residential area. City Manager Morad Kabiri further noted that the developers intend on placing their detention pond in any of the buffer areas towards the back of the property. Also, if the traffic signal is installed, it will be maintained by the Texas Department of Transportation (TxDOT). Mayor Pro Tem Matranga asked what the distance would be from the current homeowners' fences to the proposed three-story buildings. Ms. Harbin replied that there would be a 40-foot-distance and referenced a map displayed before Council.

The vote for the motion on the table was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2024-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FRIENDSWOOD COMPREHENSIVE PLAN TO UPDATE THE FUTURE LAND USE MAP ("FLUM") CONCERNING PROPERTY LOCATED AT 650 AND 800 N FRIENDSWOOD DRIVE, BEING (I) APPROXIMATELY 13.6491 ACRES OF LAND CONSISTING OF RESTRICTED RESERVES B-2 AND B-3 IN THE REPLAT OF RESERVE "B," ANNALEA KINGSPARK SECTION "B" AND WHITEHALL SECTION "B" AS RECORDED IN THE GALVESTON COUNTY MAP RECORDS, DOCUMENT NO. 2021035945, AND (II) APPROXIMATELY 7.754 ACRES OF LAND OUT OF THE PERRY AND AUSTIN SURVEY, ABSTRACT 20, PAGE 4, FRIENDSWOOD, GALVESTON COUNTY, TEXAS, TO CHANGE ITS DESIGNATION FROM "RETAIL" TO "HIGH DENSITY RESIDENTIAL"; AMENDING THE OFFICIAL ZONING MAP TO CHANGE THE ZONING DESIGNATION FROM COMMUNITY SHOPPING CENTER (CSC) TO PLANNED UNIT DEVELOPMENT (PUD) TO ALLOW A MIXED USE DEVELOPMENT CONSISTING OF COMMERCIAL AND AGE RESTRICTED MULTIFAMILY LIVING; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

8. CITY MANAGER'S REPORT

A. Receive an update regarding the City's Movies in the Park series.

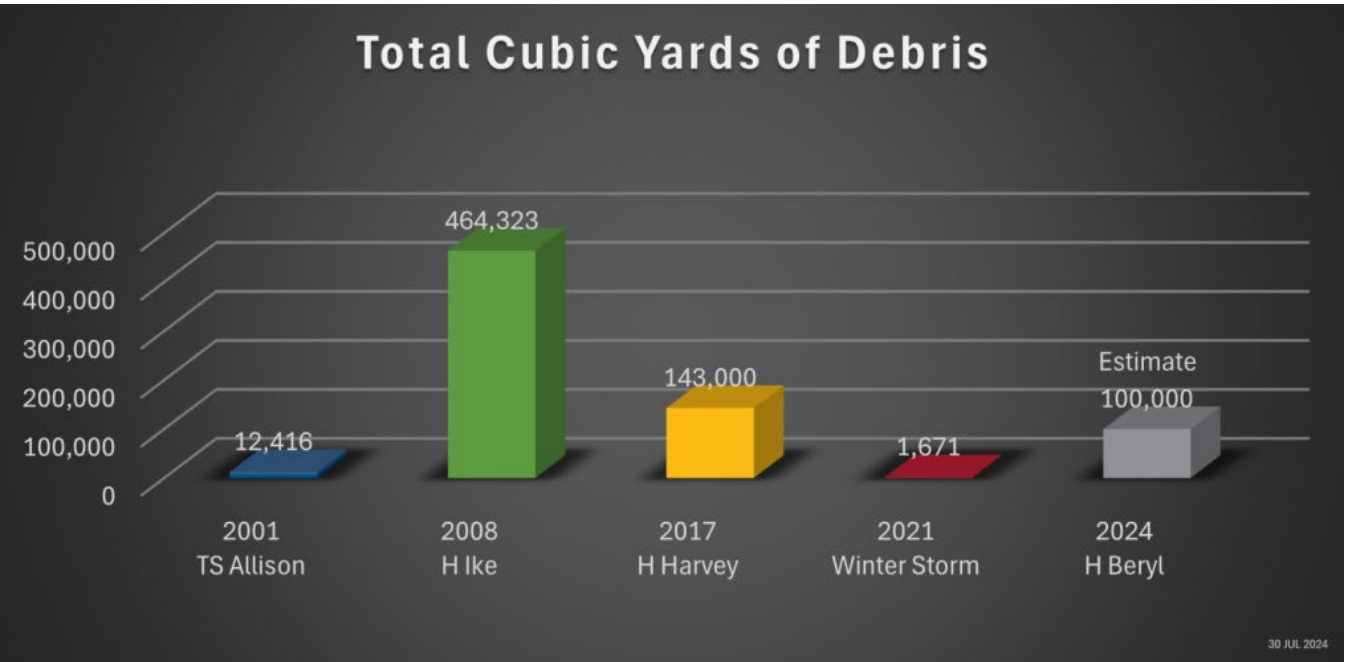
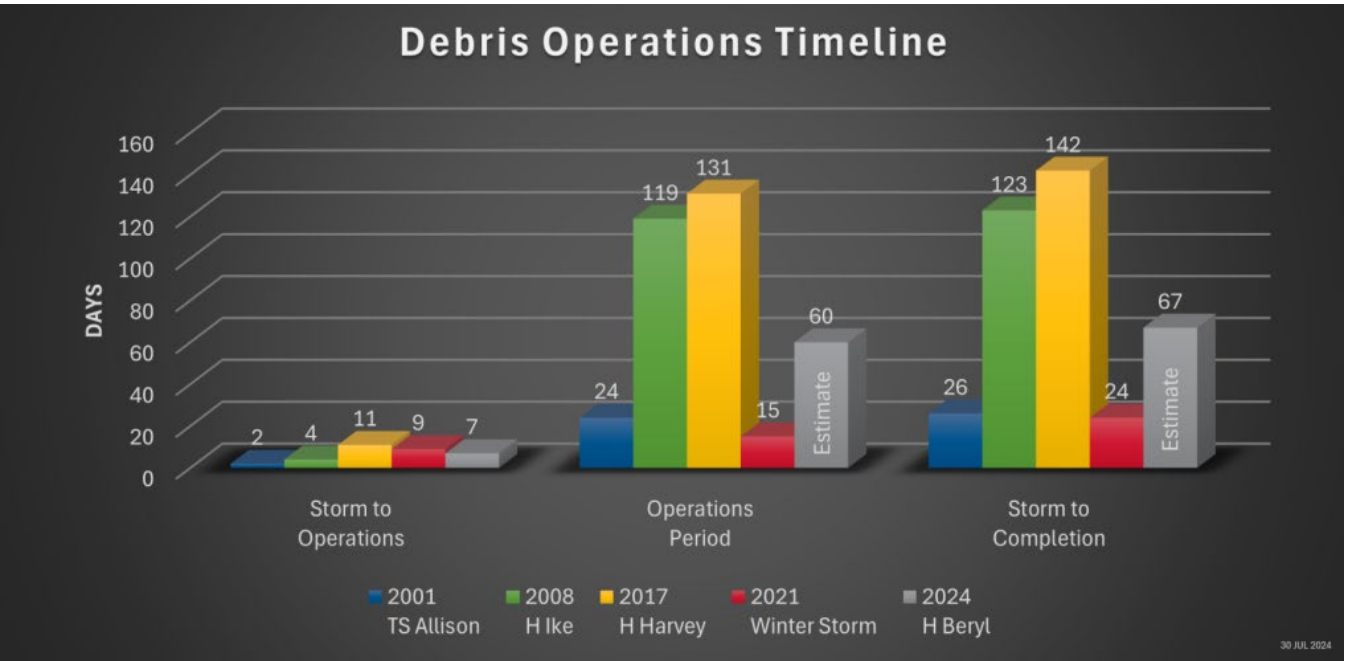
City Manager Morad Kabiri stated that the Movies in the Park program has been relocated to the Stevenson Park Gazebo this year. As a result, there has been an increase in attendance. He noted movies will be screened every Friday from July 12th to August 9th, starting at dusk. The season's finale will feature a special "dive-in" Christmas screening of "The Grinch" on August 9th, hosted at the Stevenson Park Pool.

B. Receive an update regarding the Friendswood Library's Piano Recital Event

City Manager Morad Kabiri reported that the Friendswood Library held a Public Piano Recital on June 27, 2024. He noted there were many residents in attendance that shared their musical talent with the community, including a three-year-old prodigy that did an amazing performance.

C. Receive an update regarding Hurricane Beryl.

City Manager Morad Kabiri reported that, to date, the City has collected 76,000 cubic yards of vegetative debris from the hurricane. Fencing material and clear-bag debris have not been picked up due to federal landfill requirements. Mr. Kabiri encouraged the public to register for their emergency alerts and go to the City’s social media platforms to stay informed. He displayed a map to exhibit that debris removal has been widespread across the city with no favoritism in the process, as his own street has yet to be serviced. Mr. Kabiri then provided the following charts to further illustrate matters concerning debris removal.



D. Receive information regarding the League City Pkwy Ribbon Cutting.

City Manager Morad Kabiri shared that the City participated in a ribbon-cutting event for the extension of League City Parkway. The newly constructed roadway now ties into and is open to Friendswood Parkway. Mr. Kabiri presented a map of the parkway and noted that a portion of the project was built using Tax Increment Reinvestment Zone (TIRZ) financing and through a Municipal Utility District (MUD). League City/Friendswood Parkway is now fully complete from SH 146 all the way to FM 528.

E. Recognize Assistant Katina Hampton on her acceptance to the 2025 Class of the Texas Women's Leadership Institute Program

City Manager Morad Kabiri congratulated Assistant City Manager Katina Hampton for her acceptance into the Texas Chapter of Women Leading Government (WLG) sixth class of the Texas Women's Leadership Institute beginning in 2025. The class is limited to 20 women who desire to work in the city manager profession. The Institute offers classes over a year and covers essential topics for becoming an effective city manager, as well as exploring successful leadership techniques, similar to what Assistant City Manager Lettie Brysch is completing this year.

F. Recognize Friendswood EMS for receiving the American Heart Association's Mission: Lifeline Gold Achievement Award and the Target: Heart Attack Honor Roll Recognition.

City Manager Morad Kabiri lastly recognized the City's Emergency Medical Services (EMS) and Chief Lisa Camp. They, for the eighth year in a row, received the 2024 American Heart Association's Mission Lifeline Gold Achievement Award.

9. RECESS THE CITY COUNCIL MEETING

At 7:02 P.M., Mayor Foreman recessed the meeting.

10. RECONVENE CITY COUNCIL MEETING

At 7:04 P.M., Mayor Foreman reconvened the meeting.

11. BUSINESS ITEMS

A. Consider authorizing the monthly transfer of funds to the City of Friendswood Employee Benefit Trust contingent upon sufficient appropriations in the FY2024-25 City of Friendswood Budget.

A motion was made by Councilmember Griffon and seconded by Councilmember Erenwert to authorize the monthly transfer of funds to the City of Friendswood Employee Benefit Trust contingent upon sufficient appropriations in the FY2024-25 City of Friendswood Budget. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

12. PROPOSED RESOLUTIONS & ORDINANCES

- A. Consider on second and final reading an ordinance amending Chapter 70 "Streets, Sidewalks, and Other Public Places," Article III "Construction," Sections 70-77 "Restricted use," 70-79 "Maximum plant height," 70-80 "Minimum branch height above street gutter flow lines," and 70-81 "Extending into street" of the Friendswood City Code to revise the permitted height of plants, trees, and branches in and over restricted areas, including visibility triangles and other traveled public ways.**

A motion was made by Councilmember Branson and seconded by Councilmember Erenwert to approve the second and final reading of Ordinance No. 2024-22, as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2024-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 70 "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES," ARTICLE III "CONSTRUCTION," SECTIONS 70-77 "RESTRICTED AREA," 70-79 "MAXIMUM PLANT HEIGHT," 70-80 "MINIMUM BRANCH HEIGHT ABOVE STREET GUTTER FLOW LINE" AND 70-81 "EXTENDING INTO STREET" OF THE FRIENDSWOOD CITY CODE TO REVISE THE PERMITTED HEIGHT OF PLANTS, TREES, AND BRANCHES IN AND OVER RESTRICTED AREAS, INCLUDING VISIBILITY TRIANGLES AND OVER TRAVELED PUBLIC WAYS; PROVIDING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

- B. Consider an ordinance temporarily waiving various building permit fees for structures damaged by Hurricane Beryl.**

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve Ordinance No., 2024-23, as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE 2024-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, TEMPORARILY WAIVING CERTAIN BUILDING PERMIT FEES FOR STRUCTURES THAT WERE DAMAGED BY HURRICANE BERYL; AND PROVIDING FOR THE EFFECTIVE DATE.

C. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment IX" and providing for supplemental appropriation and/or transfer of certain funds.

A motion was made by Councilmember Branson and seconded by Mayor Pro Tem Matranga to approve Ordinance No. 2024-24, as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2024-24

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

D. Consider a resolution authorizing the submission of a Community Development Block Grant - Mitigation (CDBG-MIT) Application for the Resilient Communities Program through the Texas General Land Office to fund the development and adoption of a forward-looking comprehensive plan that integrates hazard mitigation planning and minimizes the impact of future disasters.

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to approve Resolution No. R2024-22, as submitted. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

RESOLUTION NO. R2024-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION APPLICATION FOR THE RESILIENT COMMUNITIES PROGRAM THROUGH THE TEXAS GENERAL LAND OFFICE TO FUND THE DEVELOPMENT AND ADOPTION OF A FORWARD-LOOKING COMPREHENSIVE PLAN THAT INTEGRATES HAZARD MITIGATION PLANNING AND MINIMIZES THE IMPACT OF FUTURE DISASTERS; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

13. CONSENT AGENDA

A motion was made by Councilmember Erenwert and seconded by Councilmember Hanks to approve the Consent Agenda Items 13.A. through 13.L. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

A. Consider a resolution approving the City of Friendswood's Public Funds Management and Investment Policy

RESOLUTION NO. R2024-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE PUBLIC FUNDS MANAGEMENT AND INVESTMENT POLICY IN ACCORDANCE WITH THE PUBLIC FUNDS INVESTMENT ACT; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider a resolution establishing legislative priorities for the 89th Legislative Session of the Texas Legislature and supporting certain legislative initiatives for submission to the Texas Municipal League for its consideration and possible inclusion in its legislative program.

RESOLUTION NO. R2024-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ADOPTING LEGISLATIVE PRIORITIES FOR THE 89TH LEGISLATIVE SESSION OF THE TEXAS LEGISLATURE; SUPPORTING CERTAIN LEGISLATIVE INITIATIVES FOR SUBMISSION TO THE TEXAS MUNICIPAL LEAGUE FOR ITS CONSIDERATION AND POSSIBLE INCLUSION IN ITS LEGISLATIVE PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. Consider a resolution verifying the percentage of completion of cybersecurity training and authorizing the City Manager or his designee to submit all documentation required by Section 2054.5191 of the Texas Government Code.**

RESOLUTION NO. R2024-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, VERIFYING THE PERCENTAGE OF COMPLETION OF CYBERSECURITY TRAINING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT ALL DOCUMENTATION REQUIRED BY SECTION 2054.5191 OF THE TEXAS GOVERNMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. Consider a resolution approving an Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood Chamber of Commerce Holiday Lighted Parade on FM 518.**

RESOLUTION NO. R2024-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION APPLICATION FOR THE RESILIENT COMMUNITIES PROGRAM THROUGH THE TEXAS GENERAL LAND OFFICE TO FUND THE DEVELOPMENT AND ADOPTION OF A FORWARD-LOOKING COMPREHENSIVE PLAN THAT INTEGRATES HAZARD MITIGATION PLANNING AND MINIMIZES THE IMPACT OF FUTURE DISASTERS; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE.

- E. Consider a resolution approving an Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood High School Homecoming Parade on FM 518.**

RESOLUTION NO. R2024-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE FRIENDSWOOD HIGH SCHOOL HOMECOMING PARADE; AND PROVIDING AN EFFECTIVE DATE.

- F. Consider approving the closure of W. Spreading Oaks between Woodlawn Drive and Cedarwood Drive for the Friendswood Independent School District event "Under The Oaks" on August 8, 2024.**
- G. Consider ratifying the City Manager's signature and authorizing a Regional Strategic Transportation Fund Interlocal Agreement for a Friendswood Master Trail Plan with Houston-Galveston Area Council.**

This project is part of the H-GAC's Unified Planning Work Program (UPWP), managed in collaboration with the Texas Department of Transportation (TxDOT), and is expected to be completed within approximately one year. The City will not provide any financial contribution. The Master Trails Plan aims

to enhance the accessibility, connectivity, and safety of cyclists and pedestrians through existing conditions analysis, public engagement, opportunity analysis, and recommendations for actionable strategies. The H-GAC will host public meetings (dates to be determined) to gather community input.

H. Authorizing an Agreement for Financial Auditing Services with Whitley Penn, LLP.

Chapter 103 of the Texas Local Government Code and Section 8.07 of the City's Charter requires an annual audit of financial records and accounts of the City by an independent certified public accountant. This proposed agreement is for the continuation of such services for a three-year term, based upon the following fee schedule:

Base Services	2024	2025	2026
Financial Statement Audit (ACFR)	49,960	51,460	53,000
Preparation of City's ACFR	5,840	6,020,	6,200
Federal Single Audit - Base Fee	6,420	6,610	6,810
Federal Single Audit - Per Major Program	4,000	4,120	4,245
TIRZ #1	n/c	n/c	n/c
TIRZ #2	n/c	n/c	n/c
Total			

- I. Consider reappointing Billy Mendoza to the Construction Board and Adjustment and Appeals for a term beginning immediately and expiring on June 30, 2026.**
- J. Consider appointing Ted Clements to the Keep Friendswood Beautiful Committee for an unexpired term beginning immediately and expiring October 31, 2025.**
- K. Consider approving the ad valorem tax report for June 2024.**
- L. Consider approving the minutes of the City Council Regular Meeting held on July 1, 2024.**

14. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the August 5, 2024, City Council Regular Meeting at 7:10 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: September 9, 2024

Date submitted: 08/16/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider approving the minutes of the City Council Special Meeting held on August 14, 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 Special Meeting held on August 14, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Draft August 14, 2024 CC Special Meeting Minutes

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
AUGUST 14, 2024**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A SPECIAL MEETING ON WEDNESDAY, AUGUST 14, 2024, AT 2:00 P.M. IN THE COMMUNITY ROOM, FRIENDSWOOD PUBLIC LIBRARY, LOCATED AT 416 S. FRIENDSWOOD DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

John Ellisor	Councilmember
Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Mayor Pro Tem
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 2:02 P.M.; all members were present.

2. INVOCATION

The invocation was led by Councilmember John Ellisor

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

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

4. COUNCIL COMMENTS AND REPORTS

Mayor Foreman opened the item by first thanking the City's Finance Team for doing an amazing job on the budget. Councilmember Branson similarly thanked Staff and expressed her appreciation to be able to talk in a less formal environment to make sure that they understand this budget. Councilmember Ellisor stated he appreciated having a written copy and further expressed that he enjoyed going through it.

5. PUBLIC COMMENT

Mayor Foreman announced no member of the public had signed up to speak for a public comment.

6. WORK SESSION TOPICS

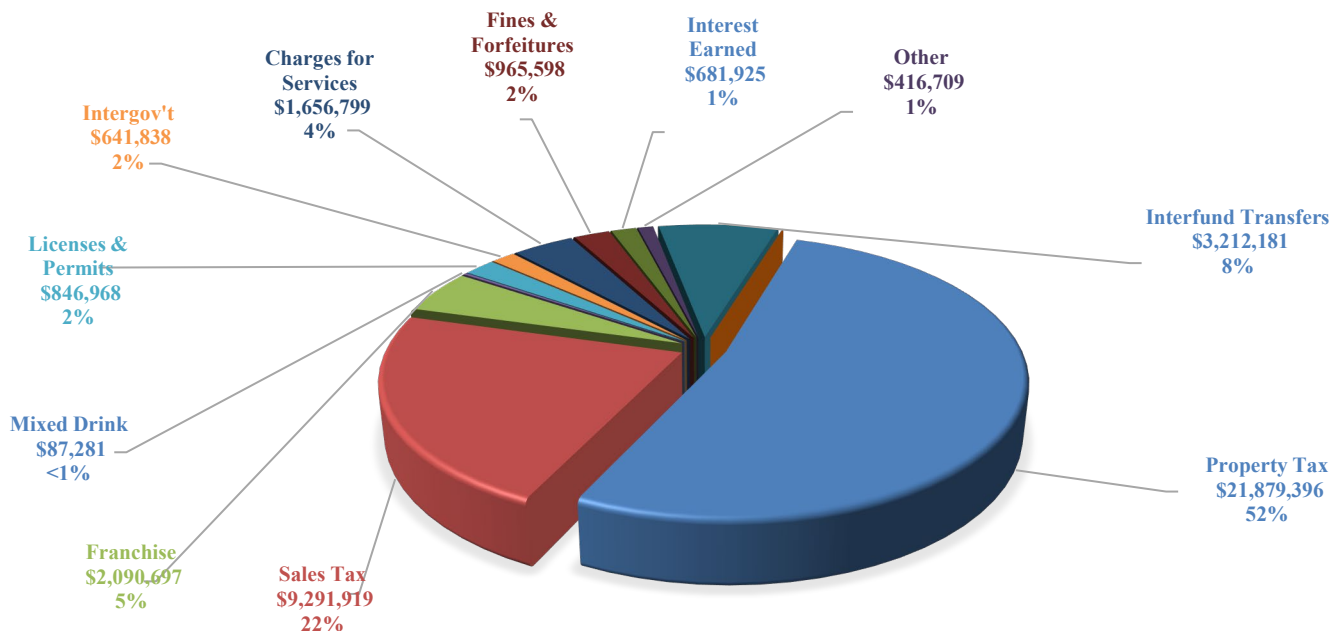
A. Receive and discuss a presentation regarding the City of Friendswood Proposed FY2024-25 Municipal Budget.

City Manager Morad Kabiri opened the item by thanking the Council for investing the time to sit down and discuss the budget in a workshop format. He relayed that the intent of the meeting was to present the budget information in a way that would allow the Council the opportunity and comfort to engage Staff and ask questions. With that, Finance Director Rhonda Bloskas presented the City of Friendswood's Proposed FY2024-25 Municipal Budget.

Ms. Bloskas prefaced the presentation by stating that the total budget for the City of Friendswood, including projected revenues and expenditures, is about \$108.2 million. Staff would be presenting a balanced budget and would focus on the General Fund and the Water and Sewer Fund.

GENERAL FUND

The City's primary operating fund was announced to have a proposed revenue of \$41.8 million. The breakdown of the City's revenues were noted below, with the majority of the revenues coming taxes, including property taxes, sales taxes and franchise taxes.



Ms. Bloskas outlined the main financial trends for each of the revenue sources as noted below:

Property Tax	Sales Tax	Franchise Tax
\$21.9M >\$2.8M over PY Actual >Includes P&I for PY	\$9.3M >Up \$142K	\$2.1M >Down \$12K

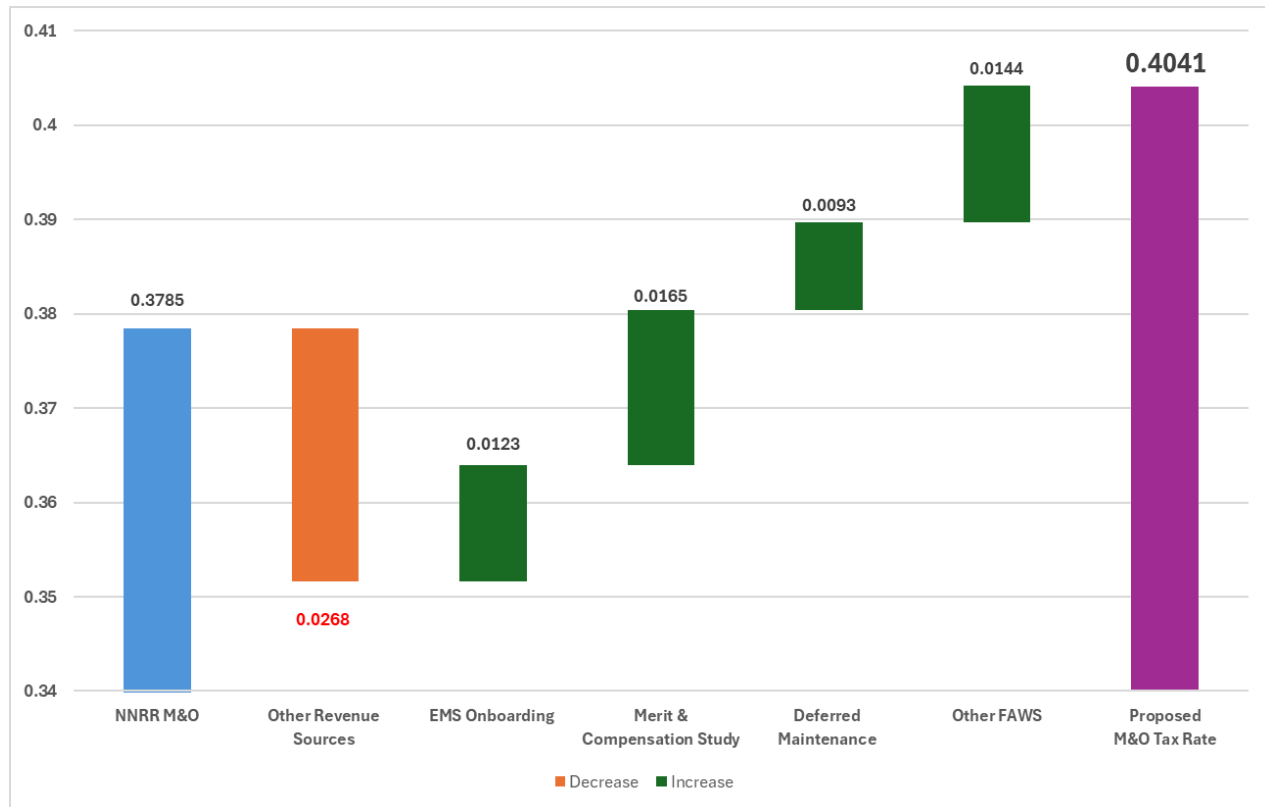
Fines	Interfund Transfers	Licenses & Permits
\$966K >Up \$45K	\$3.2M >Up \$514K	\$847K >Up \$93K
Intergovernmental	Charges For Services (Includes EMS Billing)	Miscellaneous Interest Cell Tower Agreements
\$642K >Down \$230K	\$1.7M >Up \$848K	\$1.1M >Up \$120K
	Use Of Fund Balance	
	\$0 >Down \$333K	

With regard to the Emergency Medical Services (EMS) billing item, Councilmember Matranga questioned if that increase in revenue was due to a new service being provided or if it was related to any fee increases. Mr. Kabiri responded that the item in question is a reclassification of the revenues. While previously the collected revenues for fees associated with ambulance rides were used to pay down the City's obligation to the Friendswood Volunteer Fire Department (FVFD) contract, now that EMS is a department within the City, that revenue becomes that of the City and not FVFD. Councilmember Matranga further inquired if staff was looking at changing any of the fees, year over year. Mr. Kabiri stated that staff looks at the fees from time to time to make sure that they are competitive and in line with the trends. Emergency Services Director Brian Mansfield noted that the EMS fees were increased two years ago and are usually reviewed in a 3-year window, as such any recommendations for fee changes would likely wait until next year.

Ms. Boskas proceeded to report that there has been no change to the proposed tax rate of 51.42¢ from the August 5th Council meeting. She further noted that the City's estimated taxable values are \$5.9 billion, including new construction, exemptions, and 65-free ceilings. There is \$82 million projected new construction value, \$372 million property value under protest, and \$5.9 million in tax debt service obligation. Ms. Boskas provided the following table to illustrate their current and proposed tax bill comparison.

Home Value - \$458,000				
<i>No change in value from 2023 to 2024</i>				
Homestead Taxable Value ~ \$366,400 (w/ 20% exemption)				
	Proposed	Current	NNRR	VATR
	\$0.5142	\$0.5007	\$0.4951	\$0.5523
Monthly Tax Bill	\$156.99	\$152.89	\$151.18	\$168.64
Annual Tax Bill	\$1,883.93	\$1,834.67	\$1,814.11	\$2,023.63
Monthly Difference		\$4.10	\$5.82	-\$11.65
Annual Difference		\$49.26	\$69.82	-\$139.70

The following graph was displayed to illustrate the City’s maintenance and operation (M&O) tax rate.



Councilmember Matranga noted that if they wanted to go back down to the no new revenue rate (NNRR), they would then have to give up the things listed in the chart. Ms. Bloskas confirmed that his assessment was correct and then proceeded to present more information on the budget items referred to as “forces at work,” which are those items that are out of Staff’s control, such as contractual agreements previously approved by the Council and department decision packages. Those items were presented as follows:

The EMS onboarding was discussed, and it was noted that these costs were going to increase regardless of whether EMS was brought into the City or not. However, by bringing EMS in-house, the City has more control over staffing, operations, and the quality of service.

EMS ONBOARDING	
FY25 Expenses	\$2,972,772
- Personnel - Operational Costs - Facilities Maintenance - Information Tech Costs - TESRS Obligations	
Less Revenue/Savings	-\$2,305,821
Net addition	\$666,951

With regard to the merit and salary adjustment item, Ms. Blosskas stated it is budgeted at 4%. The 4% aims to adjust salaries to market rates based on the ongoing salary survey. Thus, not everyone will get the full 4%—only those behind market rates. Other employees will receive merit increases based on performance. She further noted that the of the \$888,603 budgeted for merit and salary adjustments a little over 50% is for Public Safety, which includes Police, Fire and EMS.

MERIT & SALARY ADJUSTMENTS BY FUNCTION	
Function	Merit/Adjustment
General Government	\$183,868
Public Safety	\$464,798
Community Development	\$45,589
Public Works	\$54,066
Engineering	\$19,733
Library	\$45,046
Parks & Recreation	\$75,503
TOTAL	\$888,603

Ms. Blosskas gave the Council an overview of what surrounding cities were offering their employees in compensation for FY2025.

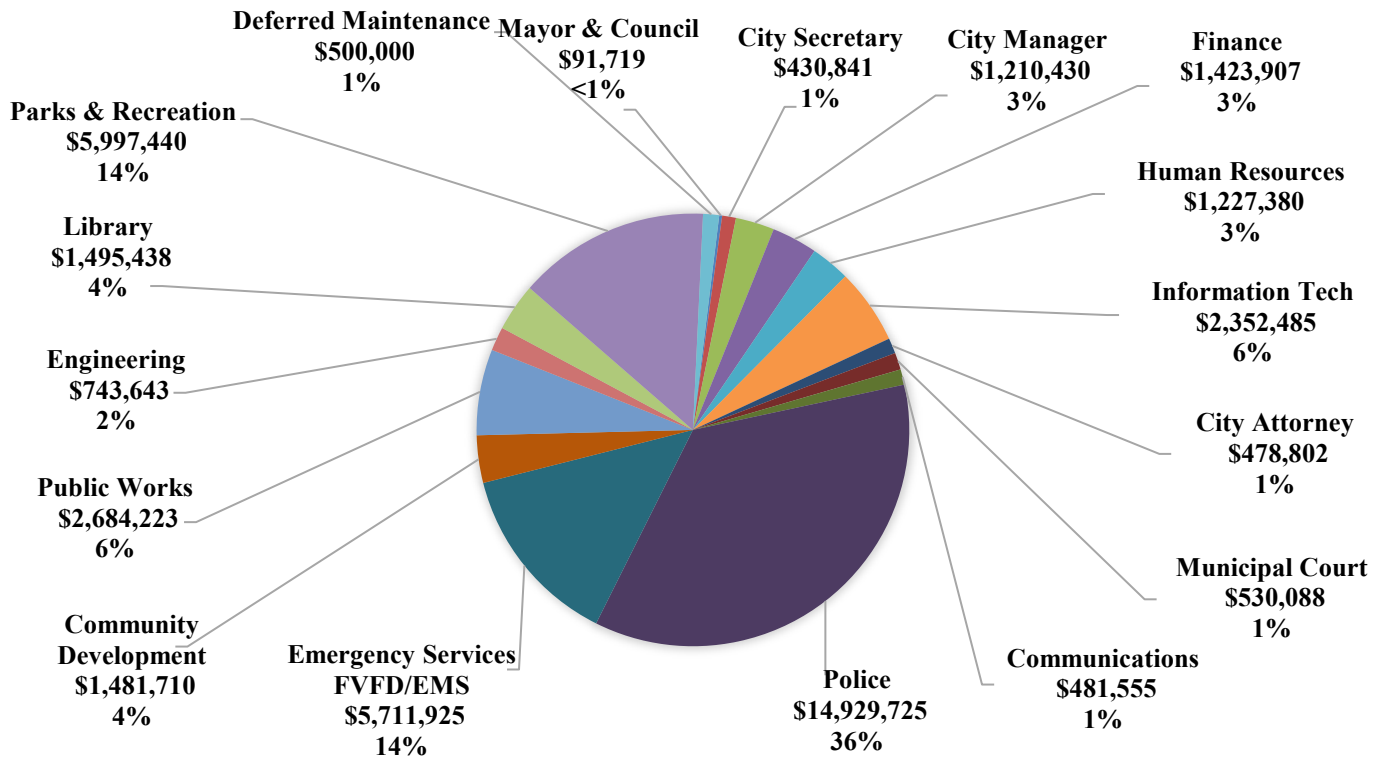
FY2025 COMPENSATION COMPARISON			
City	Merit/Step	Cola	Total
Friendswood	2.75% Merit or Salary Adjustment		2.75% Merit or Salary Adjustment
Webster		3.75%	3.75%
Alvin	2.0%	2.0%	4.0%
Pearland	2% Step + 3% Adjustment		5%
Baytown		4.0%	4.0%
League City	2.5%	2.0%	4.5%

Councilmember Griffon suggested that as the City could not compete with what other agencies were offering their employees in pay that the Council consider foregoing merit raises this year and instead take those monies and use them to pay for some of the unfunded decision packages. Mayor Foreman stated that he disagreed with the idea of not giving merit raises this year and also with the premise that the proposed merit would not be enough to move the needle in a positive direction for employees. He discussed how as a former salaried government employee; he was incentivized to work hard and strive for that additional pay. Mayor Foreman stated that he believed it would be a disservice to the employees to stop merit increases because the City needed to remain competitive to retain the best employees, even though some may leave regardless. Further dialogue ensued on merit and salary adjustments and its effect on the overall health of the organization and ultimately, the consensus was to keep the budgeted merit monies in place. In addition to the Mayor's and City Manager's comments, Police Chief Rogers expressed a concern with not adequately funding merit and the salary adjustments. Doing so would severely impact their ability to recruit quality talent.

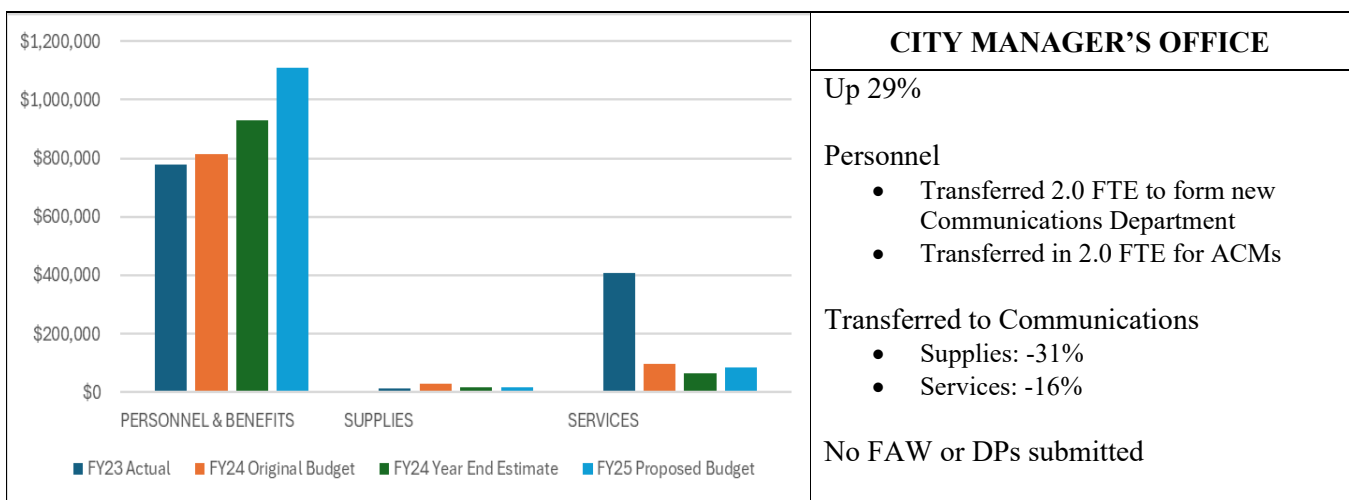
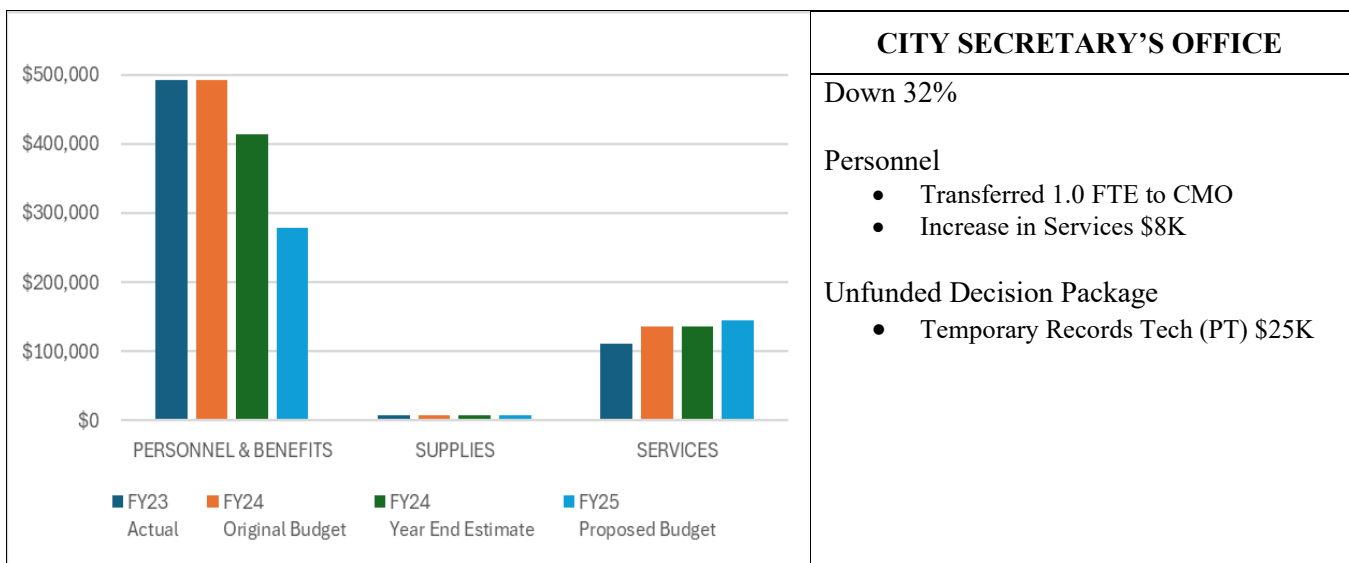
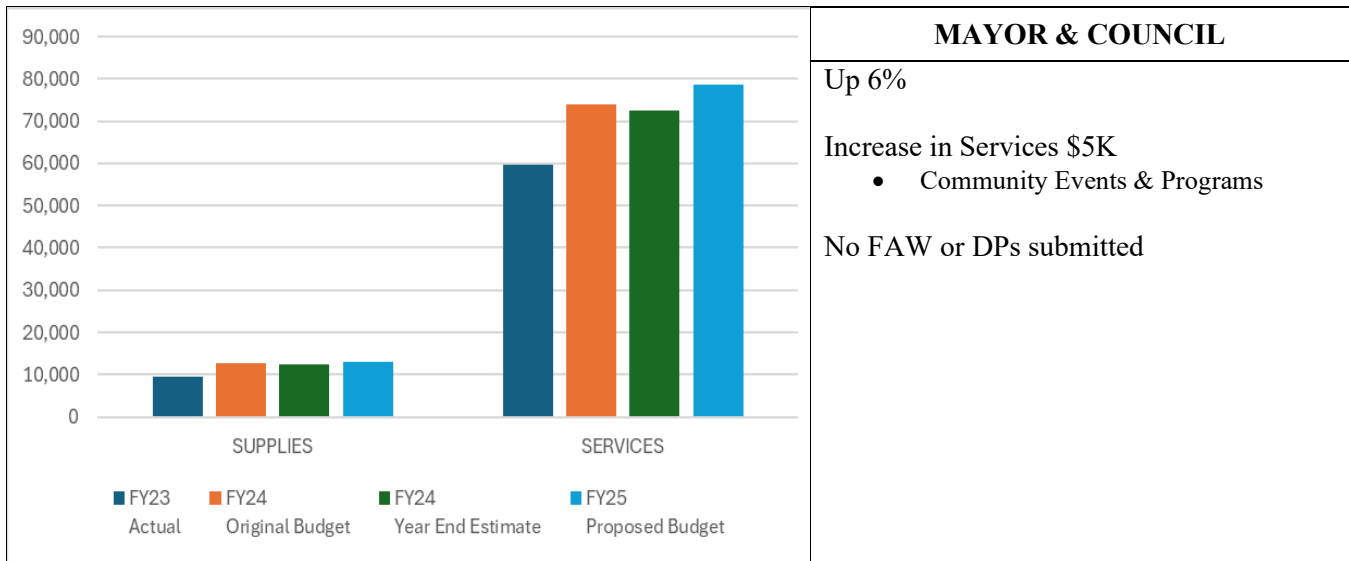
In continuation, Ms. Blosskas discussed the forces at work items, and presented the recommended deferred maintenance fund.

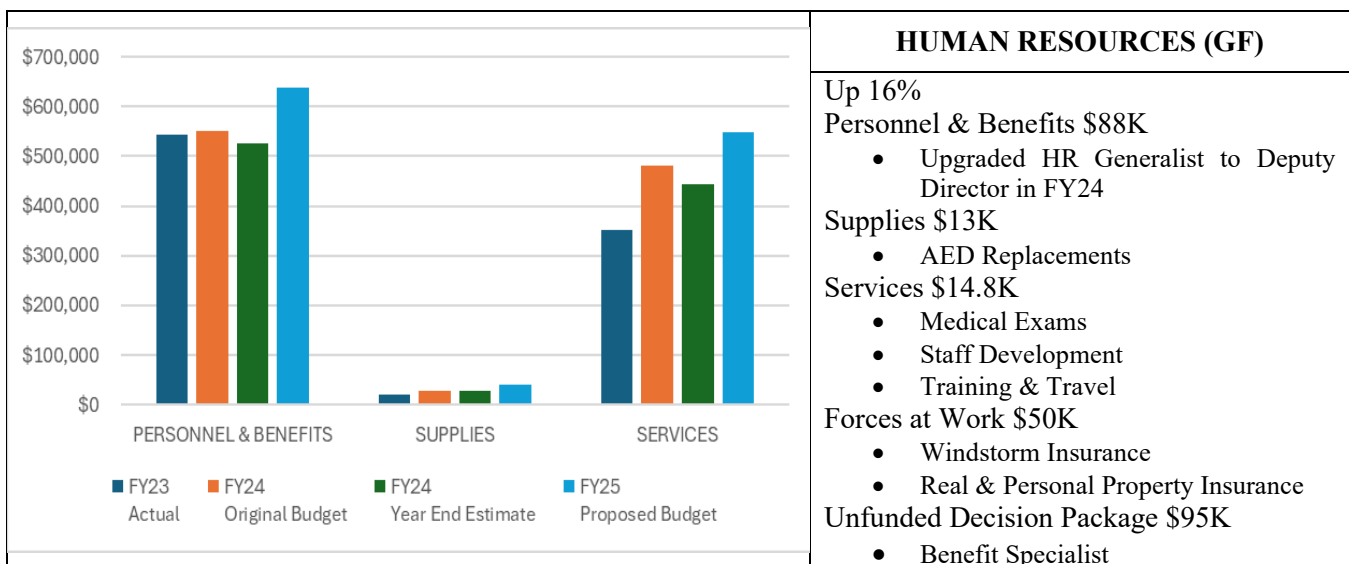
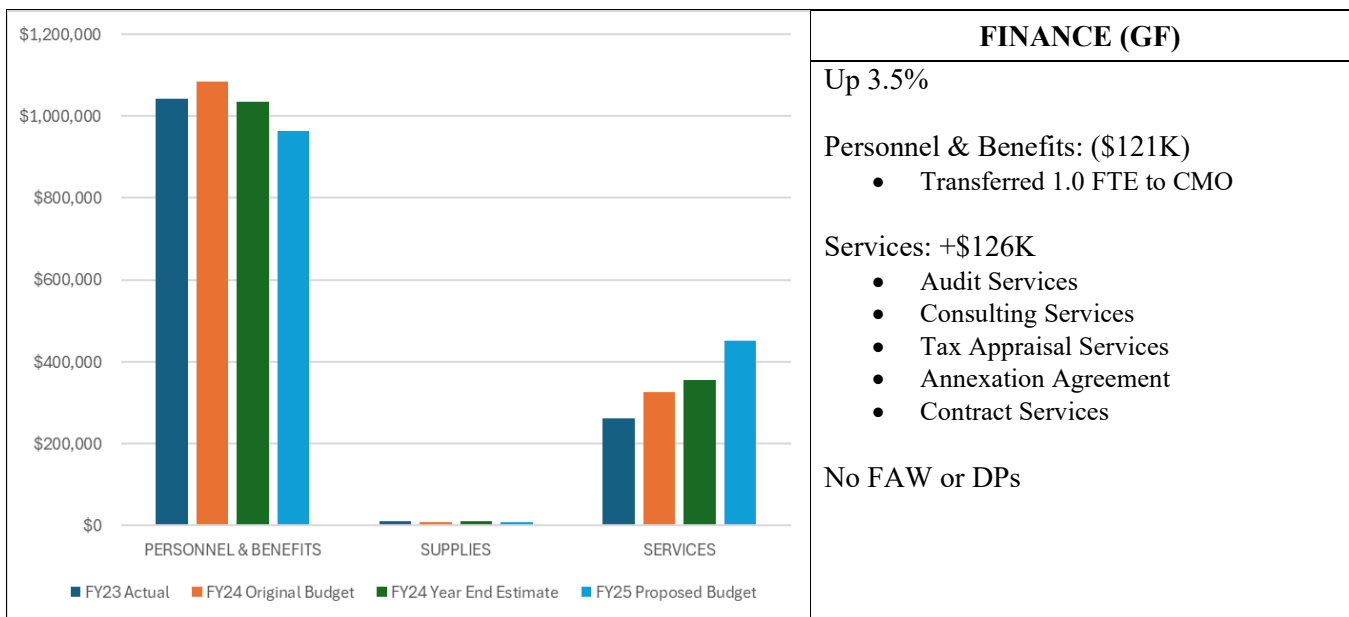
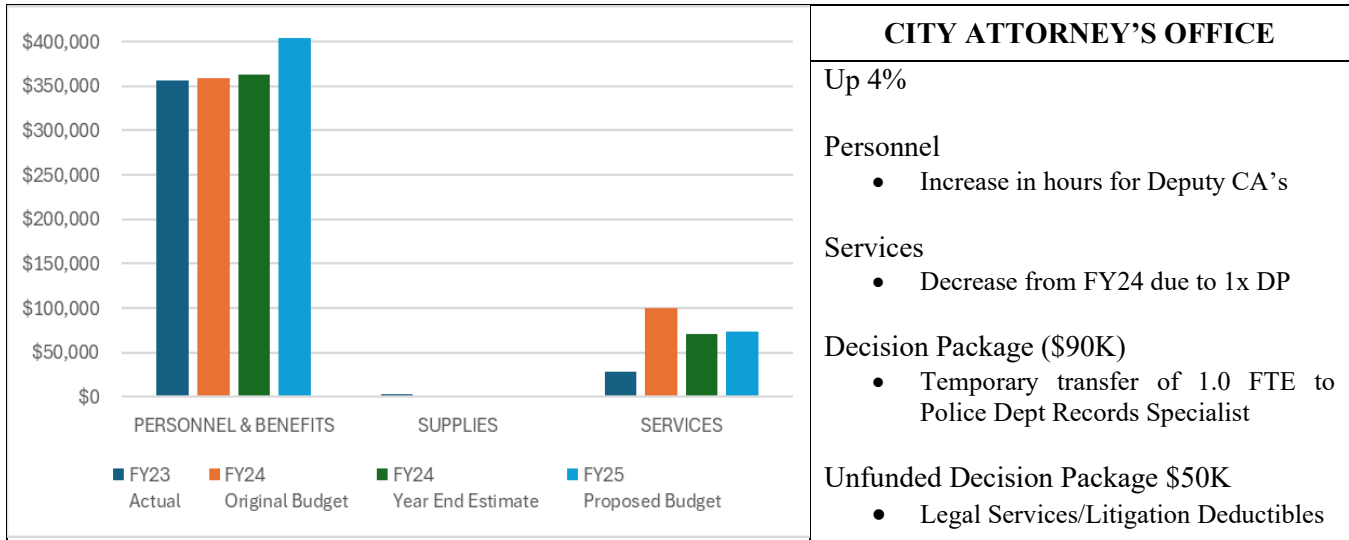
DEFERRED MAINTENANCE - \$500,000						
Year	Information Technology	Library	Parks & Recreation	Police Department	Public Works	Total
2025			\$3,683,115	\$80,000	\$195,000	\$3,958,115
2026	\$319,000		\$3,249,540	\$182,500	\$400,000	\$4,151,040
2027	\$319,000		\$3,849,000			\$4,168,000
2028			\$1,507,090			\$1,507,090
2029		\$6,011	\$75,050			\$81,061

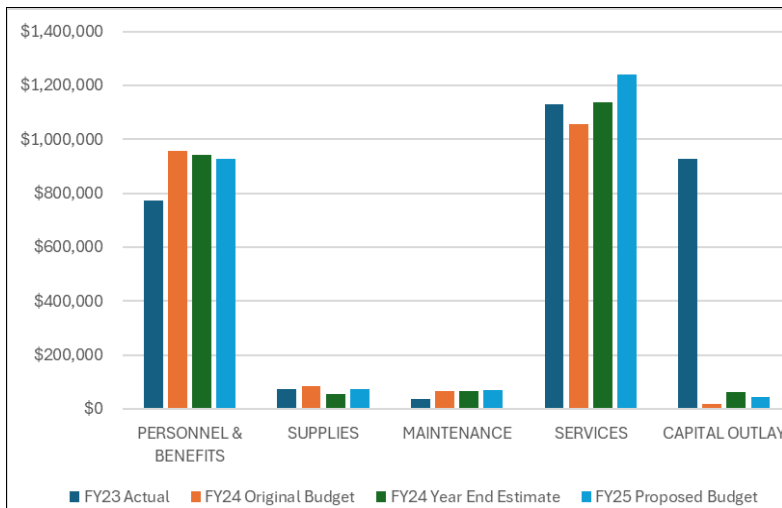
Additionally, the General Fund's proposed expenditures were announced to be \$41.8 million with a departmental breakdown outlined in the following chart:



Deputy Finance Director Jennifer Walker and Budget Manager Andree Calhoun provided a more in-depth breakdown for each department, as follows:







INFORMATION TECHNOLOGY

Up 8%

Services +\$184K

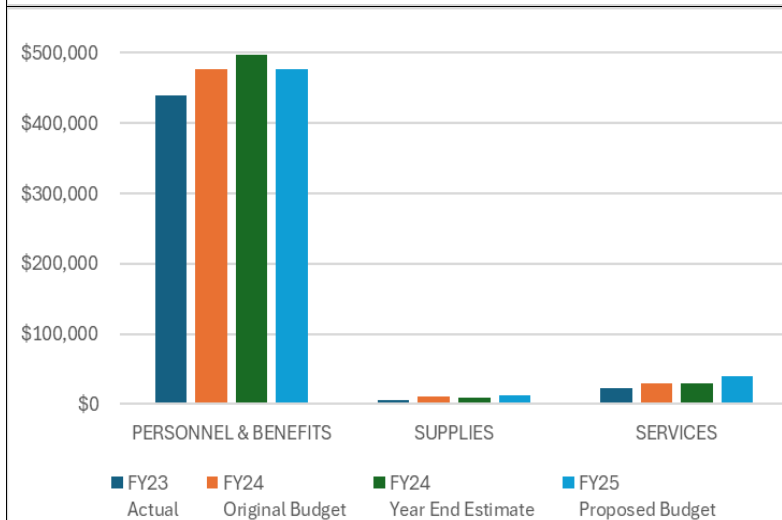
- Software Support Services
- Internet/Wireless Services
- Contract Services

Capital Equipment +\$24K

- Equipment Replacements

Unfunded Decision Package

- Cloud Backup Service \$17K



MUNICIPAL COURT

Up 2%

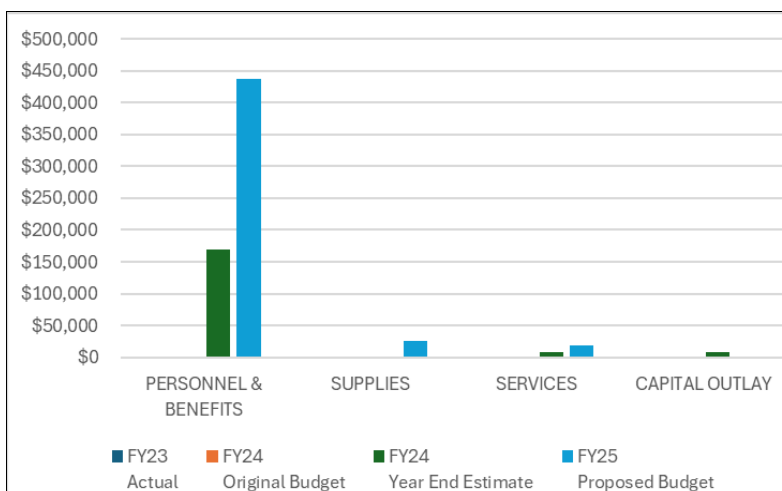
Supplies \$3K

- Operating Supplies

Services \$10K

- Contract Services

No FAW or DPs submitted



COMMUNICATIONS

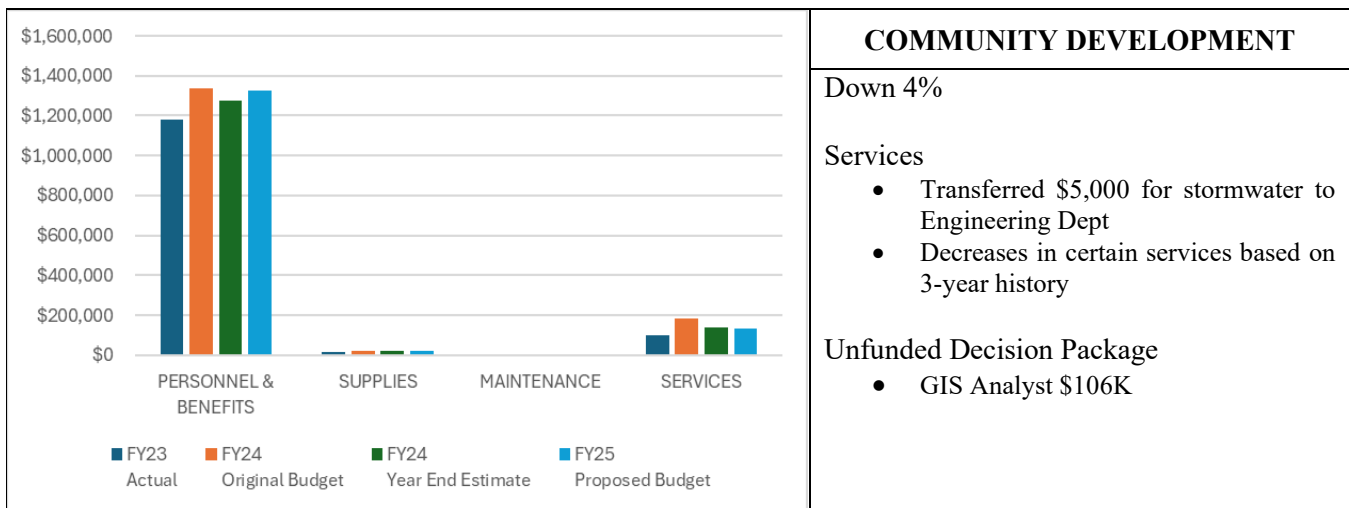
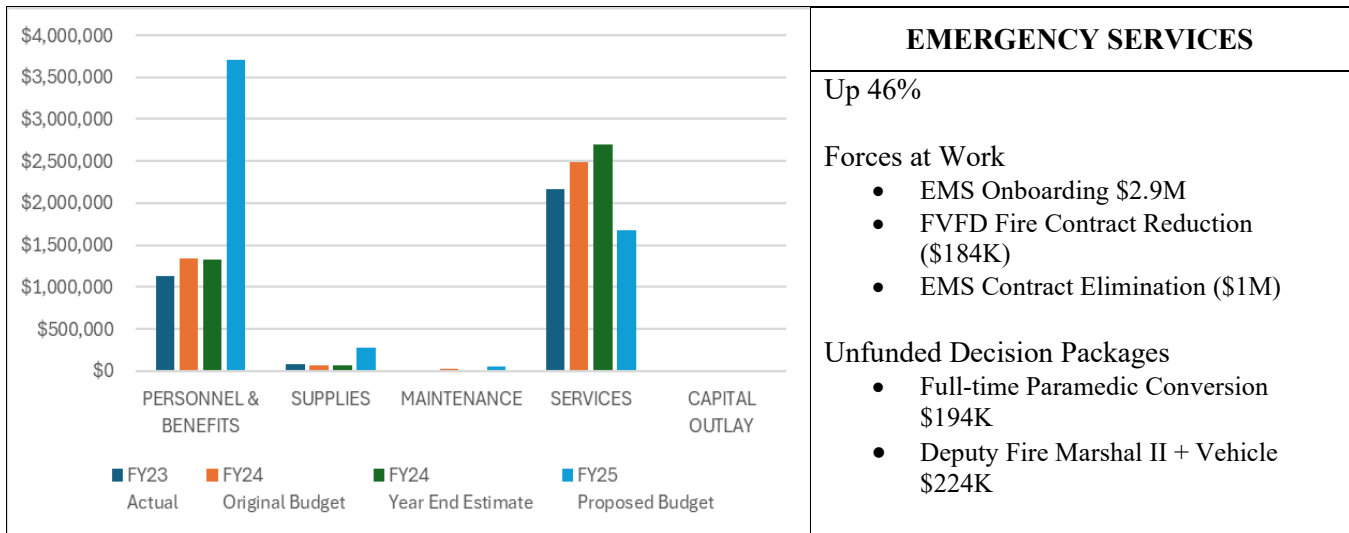
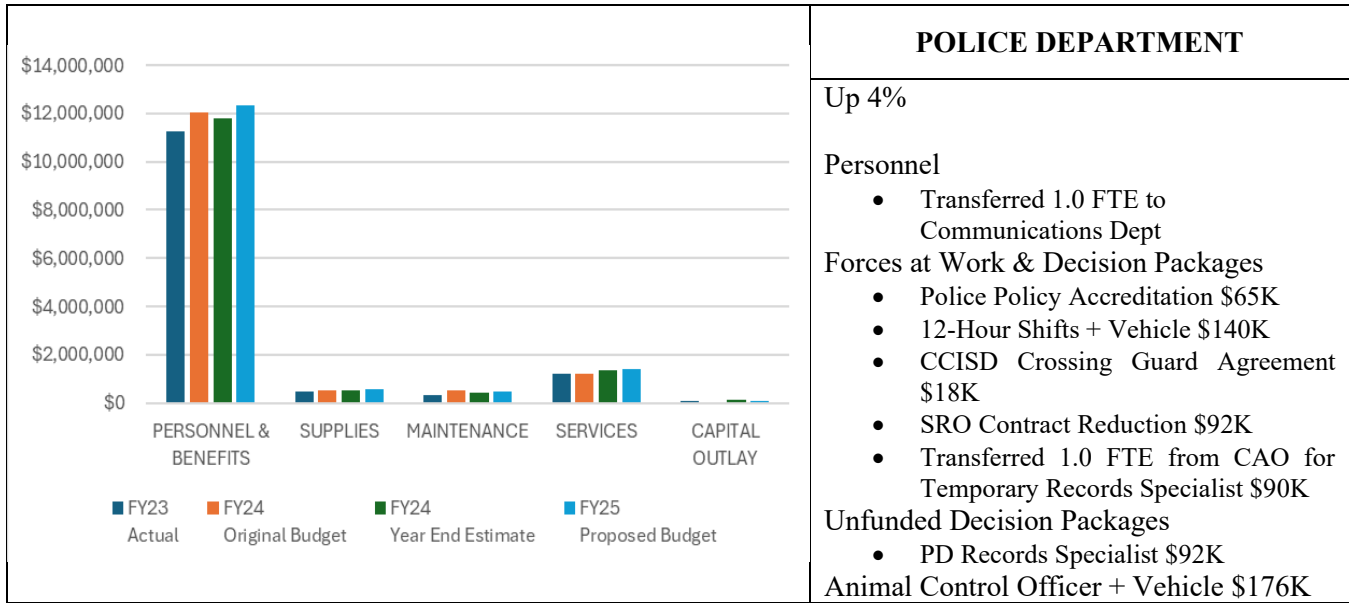
New Department

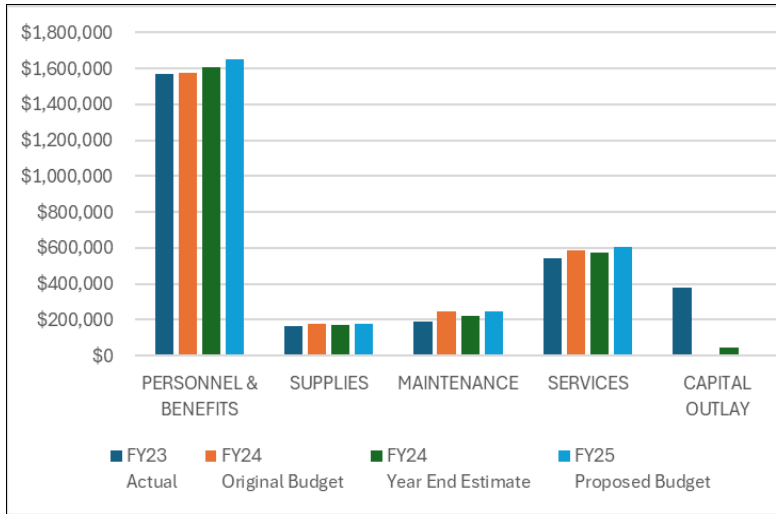
Personnel

- Transferred 2.0 FTE from CMO
- Transferred 1.0 FTE from PD-CID

Unfunded Decision Package \$10K

- Social Media Posts Services Fees





PUBLIC WORKS (GF)

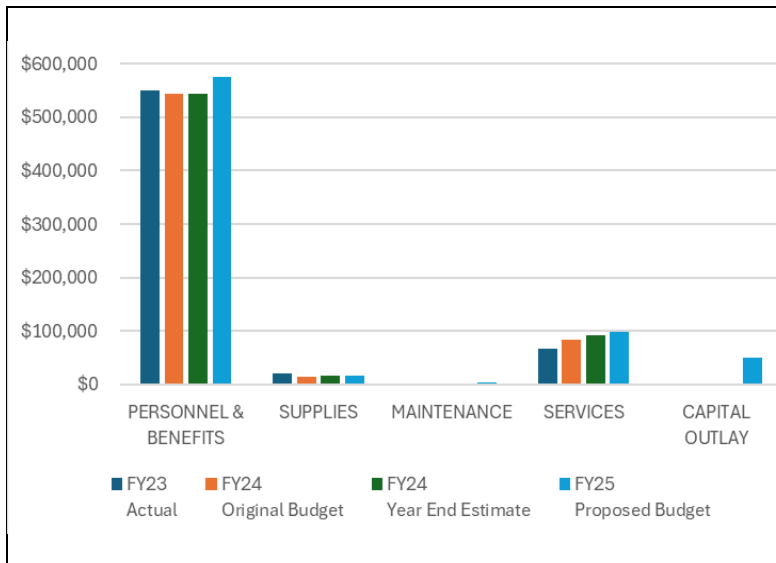
Up 4%

Forces at Work

- Electricity (Street Lights) \$11K

Unfunded Decision Packages

- Streets Equipment Operator \$87K
- Streets Maintenance Workers (2.0 FTE) \$159K
- Streets/Sign Shop Vehicle \$50K
- Streets Crew Leader + Vehicle \$178K



ENGINEERING (GF)

Up 15%

Maintenance

- Vehicle Maintenance

Services

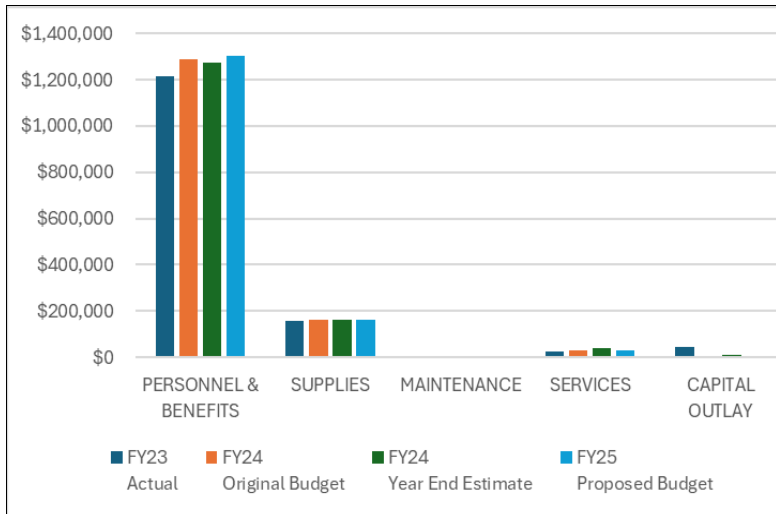
- Operating Services
- Training
- \$5,000 transfer from CDD for Stormwater

Forces at Work

- Vehicle for Stormwater \$54K

Unfunded Decision Packages

- City-Wide Traffic Study \$200K
- Sunset Drive Signal Rehab & Optimization \$2.3M



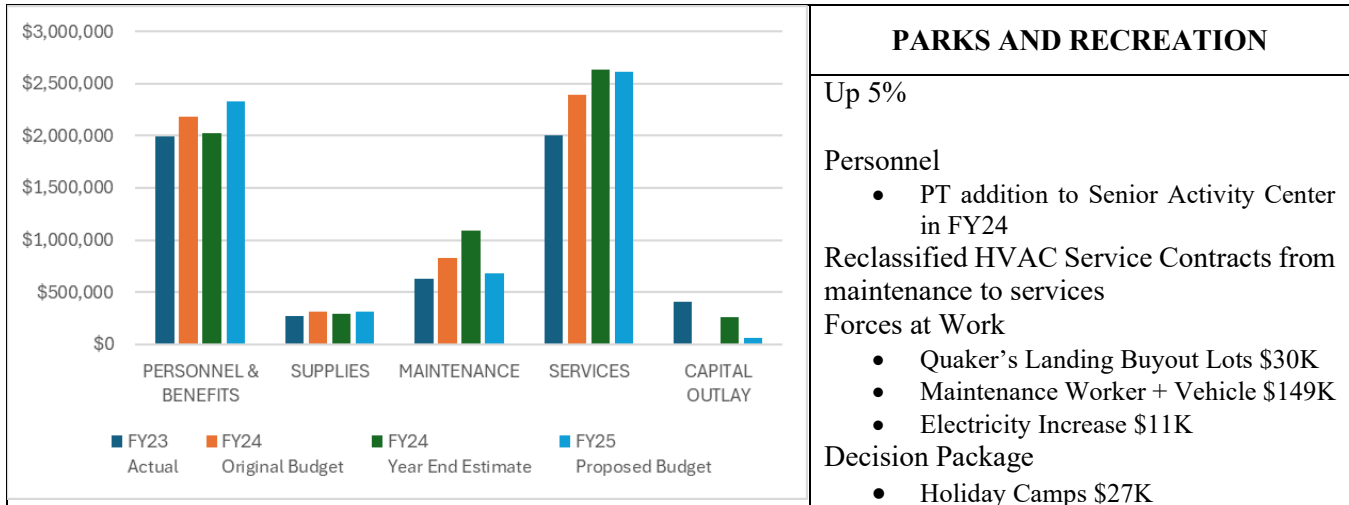
LIBRARY

Up 1%

Personnel

- Upgraded FT position in FY24

No FAW or DPs submitted



(Parks & Rec Continued)

Unfunded Decision Packages

- Weekend Laborer \$65K
- Summer Camp Staff Wage Increase \$6K
- Summer Pool Staff Wage Increase \$8K
- Citizen Awareness (City U) \$500
- Relevant Special Event Programs \$9K
- Lake Friendswood Fish Feeding & Restocking Program \$10K
- Lake Friendswood Kayak/Paddleboard Rental Kiosk \$18K

The Council engaged in a discussion on finding sponsors for some of those unfunded Park's items, similar to how the Friends of the Library supports the Friendswood Public Library. Staff noted that they would look to take advantage of as many grant and sponsorship opportunities are available. Mr. Kabiri noted that the Friendswood community is very giving, and that many of the local businesses already generously support many city events, so there is only so much that they can give. Councilmember Branson requested that the City consider increasing the amount allotted to the Friendswood Historical Society from \$17,500 to \$20,000 in order to cover their increase in their insurance premiums. A discussion ensued on this item, and staff stated that they would look at different options for this item and bring it back at a later date.

To close on the General Fund, Ms. Calhoon touched on the total forces at work and decision packages.

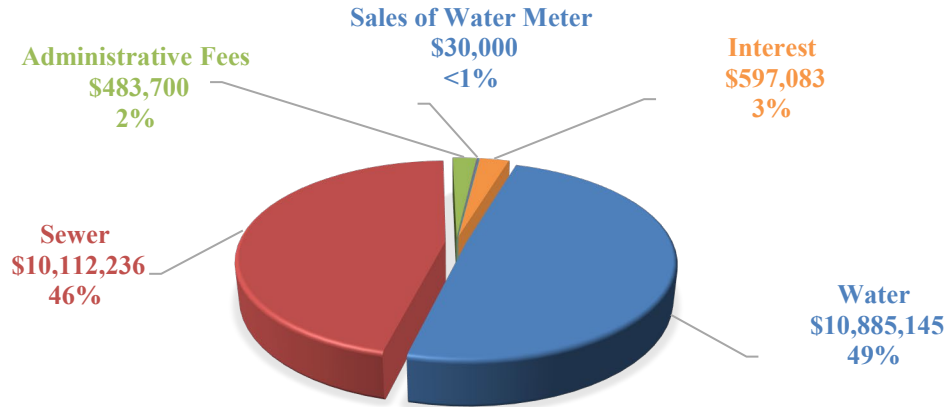
TOTAL FORCES AT WORK AND DECISION PACKAGES	
Forces at Work	\$1,497,142
Decision Packages	\$888,603
Total Funded FAW & DPs	\$2,385,745
Unfunded Decision Packages	\$4,029,351

At 3:23 P.M., Mayor Foreman recesses the meeting for a break.

At 3:36 P.M., Mayor Foreman reconvened the meeting.

WATER AND SEWER FUND

Ms. Boskas announced the proposed revenue of the Water and Sewer Fund is \$22.1 million with the majority of those revenues coming from the collection of water and sewer rates.



Staff outlined the projected rate increases, which are the results of the water rate study completed this year. It was noted that given the volatility of the City's growth, extended economic conditions, and potential for significant changes to wholesale costs, the consultant recommended that the City's rate plan be formally reviewed after three years. However, at this time the forecasted rates were noted as follows:

RATE PROPOSAL | WATER

		Current	Forecast		Forecast	Forecast
			Jan-25	Jan-26	Jan-27	
WATER						
Water Rates Residential Inside						
<u>Monthly Minimum Charge</u>						
3/4"		\$ 23.55	\$ 25.20	\$ 26.95	\$ 28.85	
1"		\$ 23.55	\$ 25.20	\$ 26.95	\$ 28.85	
1 1/2"		\$ 92.09	\$ 98.55	\$ 105.45	\$ 112.85	
2"		\$ 147.43	\$ 157.75	\$ 168.80	\$ 180.60	
<u>Volume Rate Per 1,000 Gal</u>						
1	3,000	-	-	-	-	
3,001	10,000	3.21	3.45	3.70	3.95	
10,001	25,000	4.01	4.30	4.60	4.90	
25,001	Above	6.02	6.45	6.90	7.40	
Water Rates – Commercial Inside						
<u>Monthly Minimum Charge</u>						
3/4"		23.55	25.20	26.95	28.85	
1"		23.55	25.20	26.95	28.85	
1 1/2"		92.09	98.55	105.45	112.85	
2"		147.43	157.75	168.80	180.60	
3"		265.20	283.75	303.60	324.85	
4"		433.43	463.75	496.20	530.95	
6"		854.02	913.80	977.75	1,046.20	
8"		1,358.72	1,453.85	1,555.60	1,664.50	
10"		1,358.72	1,453.85	1,555.60	1,664.50	
12"		1,358.72	1,453.85	1,555.60	1,664.50	
<u>Volume Rate Per 1,000 Gal</u>						
1	Above	4.90	5.25	5.60	6.00	

		Current	Forecast Jan-25	Forecast Jan-26	Forecast Jan-27
Water Rates - Irrigation/Sprinkler					
<u>Monthly Minimum Charge</u>					
3/4"		23.55	25.20	26.95	28.85
1"		23.55	25.20	26.95	28.85
1 1/2"		92.09	98.55	105.45	112.85
2"		147.43	157.75	168.80	180.60
3"		265.20	283.75	303.60	324.85
4"		433.43	463.75	496.20	530.95
6"		854.02	913.80	977.75	1,046.20
8"		1,358.72	1,453.85	1,555.60	1,664.50
<u>Volume Rate Per 1,000 Gal</u>					
1	3,000	-	-	-	-
3,001	10,000	4.00	4.30	4.60	4.90
10,001	25,000	4.25	4.55	4.85	5.20
25,001	Above	6.02	6.45	6.90	7.40

RATE PROPOSAL | WASTEWATER

		Current	Forecast Jan-25	Forecast Jan-26	Forecast Jan-27
WASTEWATER					
Wastewater Rates - Residential Inside*					
Monthly Minimum Charge	\$	27.96	\$ 30.20	\$ 32.60	\$ 33.90
Volume Rate/1,000 Gal		4.29	4.65	5.00	5.20
Wastewater Rates - Commercial Inside					
<u>Monthly Minimum Charge</u>		27.96	30.20	32.60	33.90
Volume Rate/1,000 Gal		4.29	4.40	4.50	4.60

*Winter Months Averaging Apply to Residential Volumes

Ms. Boskas noted that the proposed water and sewer rates were impacted by the City's projected Capital Improvement Plan which was updated with the last rate study. However, she noted that the Finance staff continues to work with Engineering and Public Works to ensure that this plan remains as up to date as possible.

Ms. Boskas identified the Projected Capital Improvement Plan (FY2024 – FY2029) included on the rate study as follows:

PROJECTED CAPITAL IMPROVEMENT PLAN (FY24 – FY29)

WATER PROJECTS

42" Water Main Replacement (COH Cash Call)	\$	15,355,591
Friendswood Dr to EST1 24"		9,962,000
Friendswood Trails 16" Loop		6,542,000
Beamer 12"		4,410,000
Georgetown East Loop 12"		3,280,000
Ground Storage Tank @ WP 1 and Pump Improvements (Funded with Series 2016 & Georgetown Extension 12"		3,033,849
Chigger Creek Crossing 16"		2,640,000
Chigger Creek Crossing 16"		2,229,000
Surface Water System #2 Pump/Controls		1,000,000
Generator at Surface Water Station #2	✓	1,000,000
Pipe Rack Relocation Project (Grant)		863,750
Annalea Neighborhood Improvements - 1/3 Water, 1/3 WW, 1/3 Street Willdan estima		858,150
Blackhawk Blvd Phase II-C Utilities		316,317
TOTAL WATER PROJECTS	\$	51,490,657

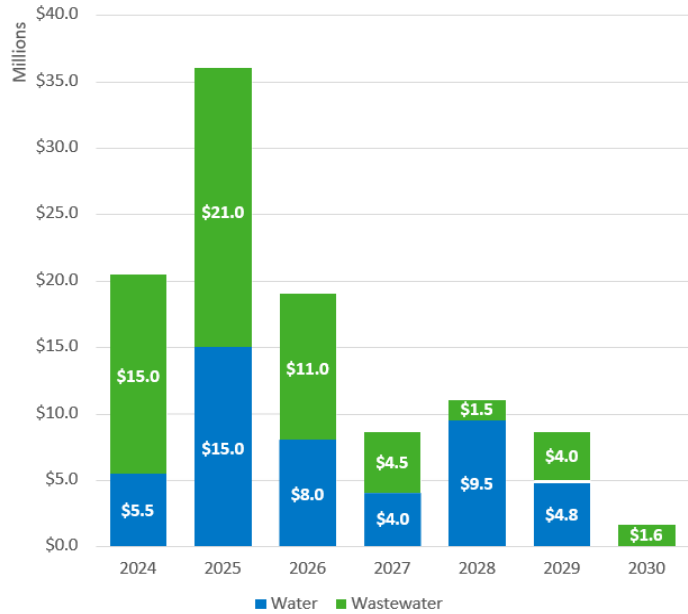
WASTEWATER PROJECTS

Upsizing Lift Station #2 & Force Main	\$	15,409,400
Upsize Lift Station 23 and Force Main	✓	5,382,000
I&I Removal Above 30%		5,000,000
El Dorado/Lundy Lane Sanitary Sewer		3,880,000
Windsong Lane Sanitary Sewer		3,061,000
Lift Station #2		3,000,000
Upsize Lift Station #8 and Force Main		2,569,800
Cowards Creek Sewer Upsizing		2,408,000
Lift Station Package 1		1,950,000
Upsize Lift Station #30		1,845,500
2025-2029 Sewer Line Maint & Cleaning - Funded in annual budget		1,800,000
Greenbriar at Cowards Creek Gravity Sewer Line		1,800,000
Upsize Lift Station 16		1,531,200
Upsizing 15" and 18" sewer line along Greenbriar Drive		1,531,200
Liftstation #26 Reconstruction		1,500,000
Lift Station #27 Upgrades		1,500,000
FM 528-Falcon Ridge to Windsong Sanitary Sewer	✓	1,433,100
Lift Station #22 Rehabilitation/Replacement		1,372,000
Baker Road, Falling Leaf Sanitary Sewer		1,280,000
Blackhawk WWTP Aeration Upgrades Working Cap		1,100,000
Lift Station Package 4		1,005,000
Pipe Rack Relocation Project (Grant)		863,750
Annalea Neighborhood Improvements - 1/3 Water, 1/3 WW, 1/3 Street Willdan estima		858,150
Citywide Wastewater Hydraulic Model		400,000
Blackhawk Blvd Phase II-C Utilities		316,317
Greenbriar at Cowards Creek Gravity Sewer Line		275,000
TOTAL WASTEWATER PROJECTS	\$	63,071,417

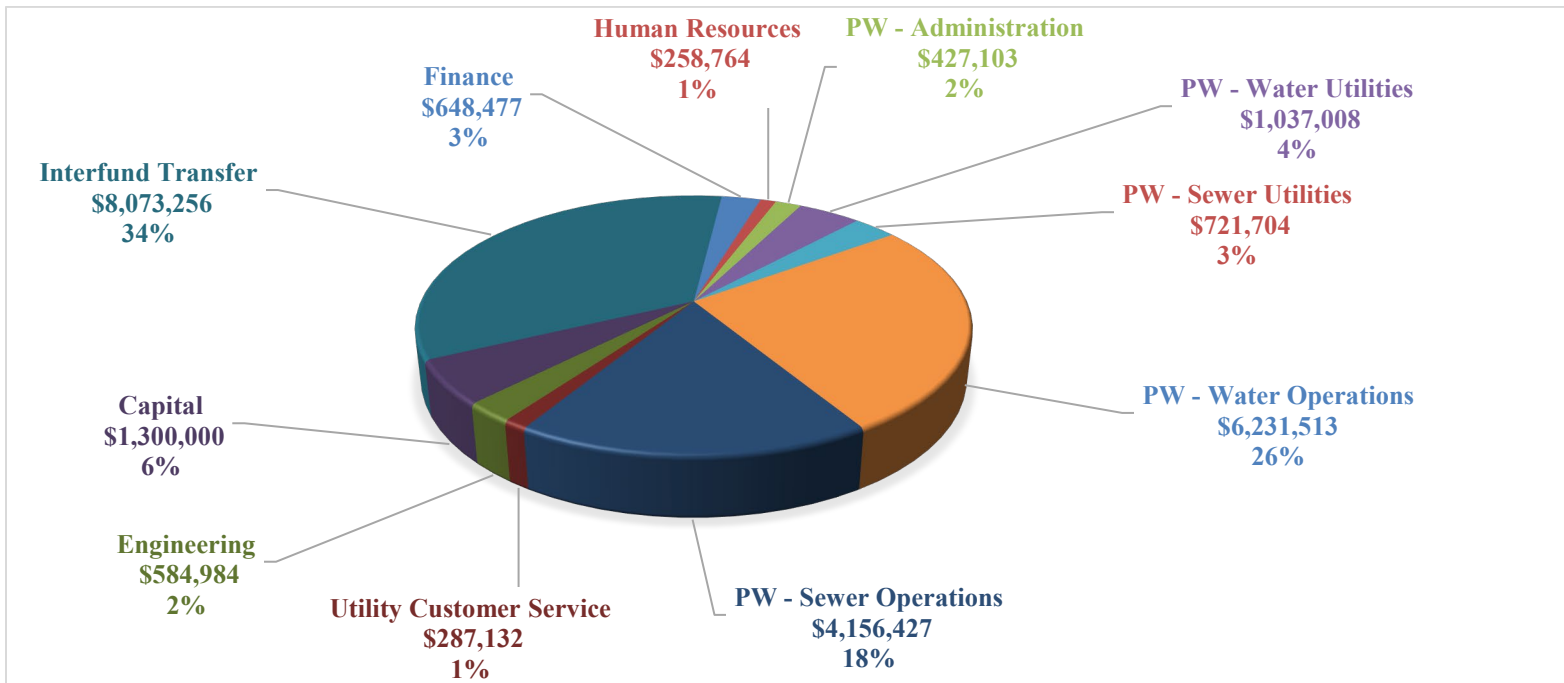
Ms. Boskas gave the Council an overview of the projected Capital Improvement Projects bond issuance and noted that the information below was very preliminary and subject change. She also noted that the Council will be given ample notice of any need to issues these bonds as they would have to take formal action to approve the issuance of any debt.

PROJECTED CIP BOND ISSUANCES

Bond Issues	Total	Water	Wastewater
2024	\$ 20,500,000	\$ 5,500,000	\$ 15,000,000
2025	36,000,000	15,000,000	21,000,000
2026	19,000,000	8,000,000	11,000,000
2027	8,500,000	4,000,000	4,500,000
2028	11,000,000	9,500,000	1,500,000
2029	8,750,000	4,750,000	4,000,000
2030	1,600,000	-	1,600,000
Total	\$ 105,350,000	\$ 46,750,000	\$ 58,600,000

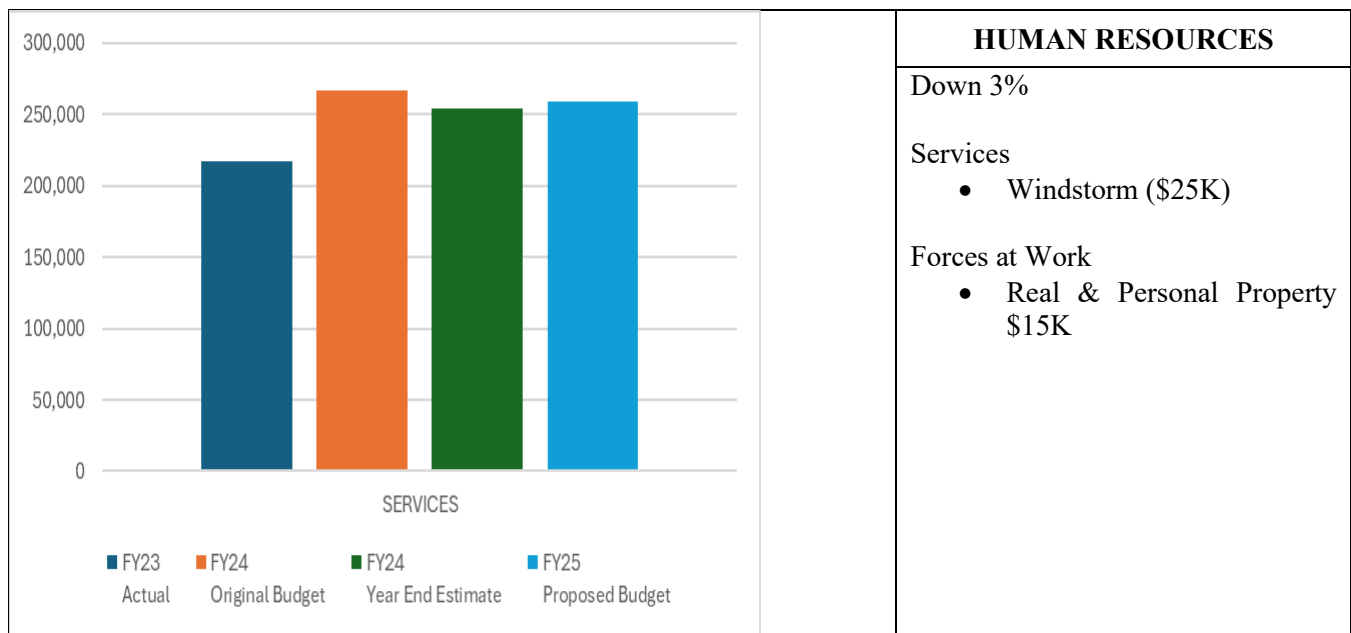
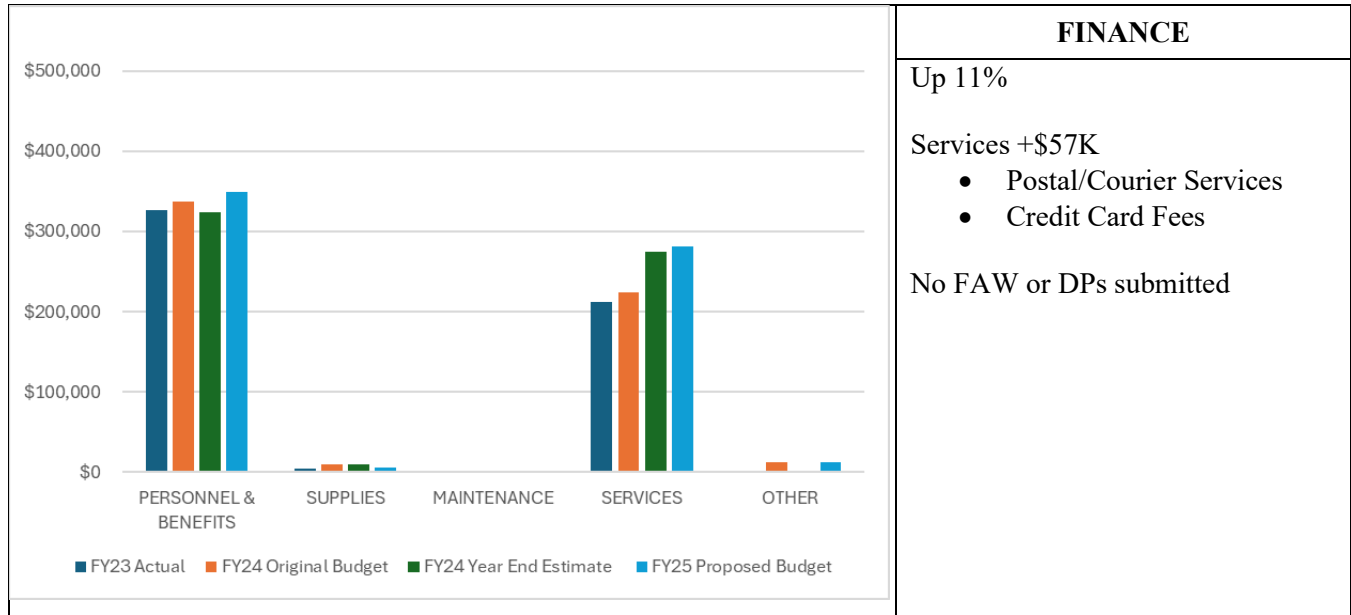


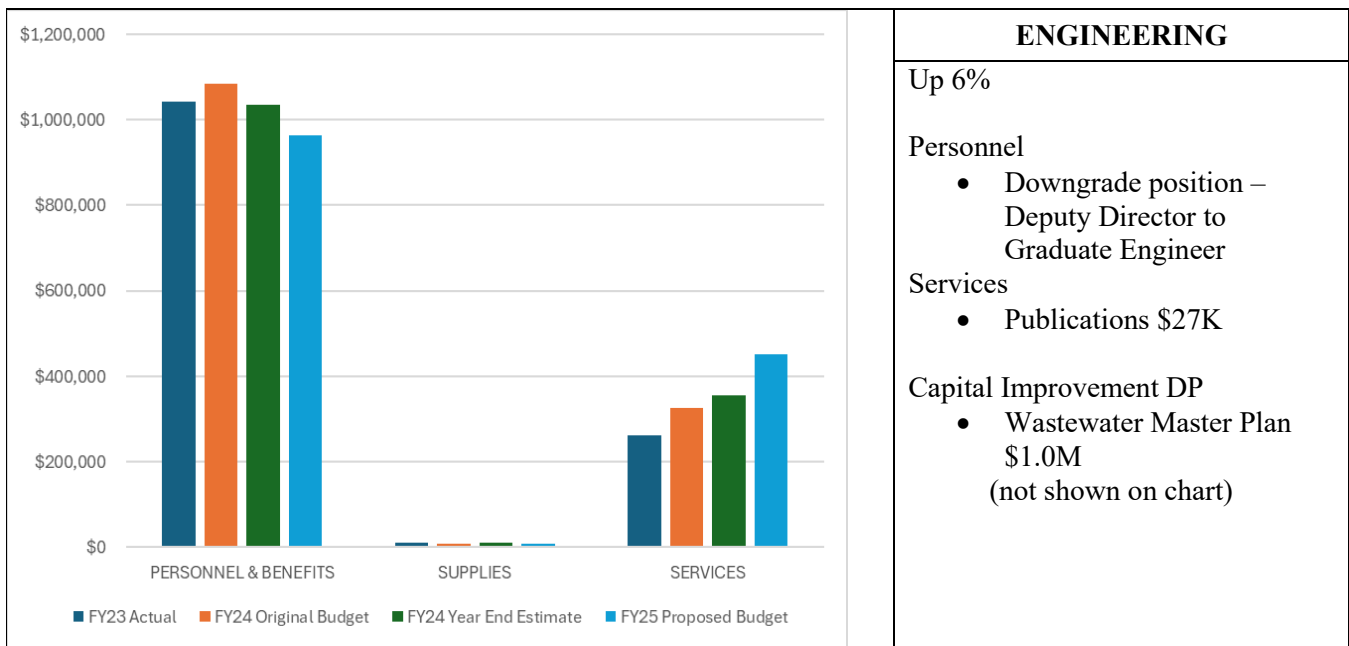
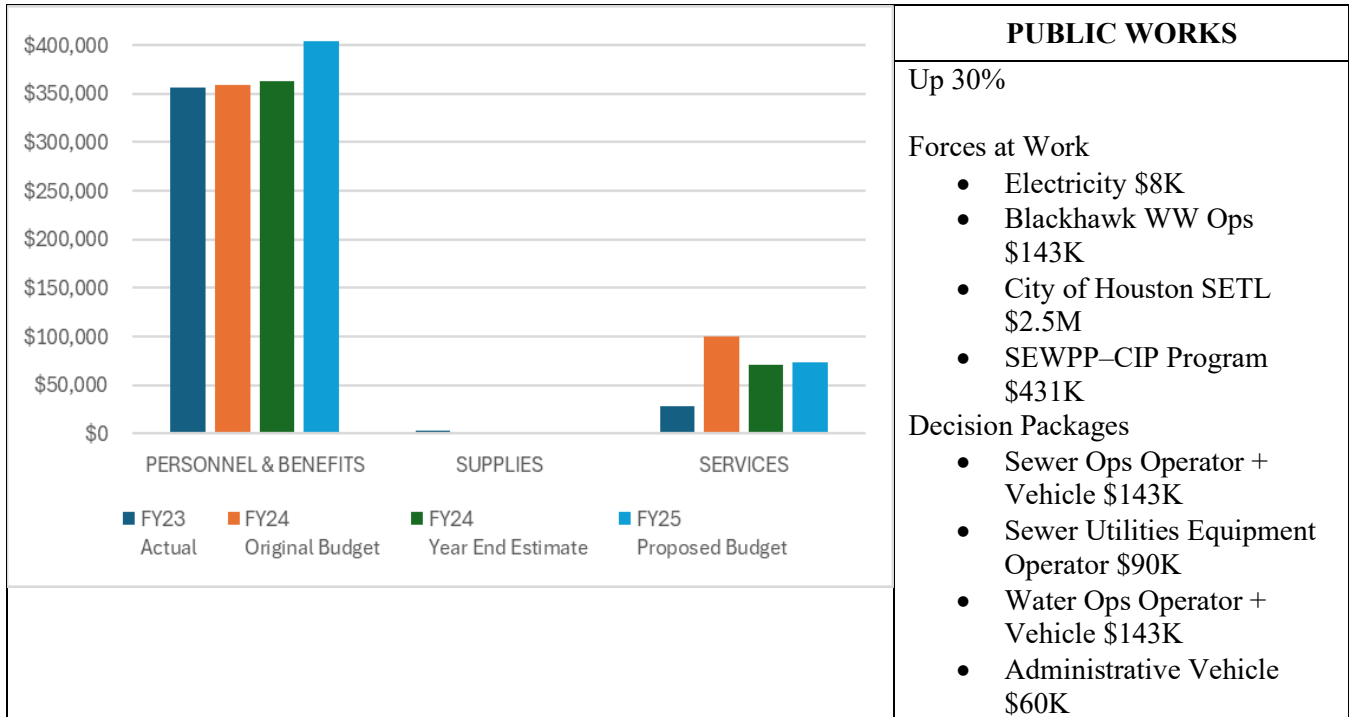
Additionally, the Water and Sewer Fund's proposed expenditures were announced to be \$23.7 million with a departmental breakdown outlined in the following chart:



Ms. Boskas noted that this fund did not include the project construction expenditures supported by Revenue Bonds.

The merit and adjustment pay noted in this Fund was the same as that noted in the General Fund of 4%. The Council again was provided with a more in-depth breakdown for each department but for the Water and Sewer Fund only.





Ms. Boskas noted that all of the forces at work and decision packages for the Water and Sewer Fund were included in the proposed budget in the following amounts:

Forces at Work	\$3,132,936
Decision Packages	\$1,544,377
Total Funded FAW & DPs	\$4,677,313

Ms. Boskas identified the following next steps for the budget approval process:

- Proposed Budget Public Hearing – 08/26/2024
- Budget Adoption – 08/26/2024 or 09/09/2024
- Anticipated Public Hearing on Tax Rate – 09/09/2024
- Tax Rate Adoption – 09/09/2024

At the conclusion of the presentation, Council thanked the staff for their work on the budget and appreciated the Workshop format allowing them to take a deep dive into the budget details.

7. ADJOURNMENT

With there being no further discussion, Mayor Foreman adjourned the August 14, 2024, City Council Special Meeting at 4:07 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

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

Date requested for City Council consideration: September 9, 2024

Date submitted: 08/28/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Consider approving the minutes of the City Council Joint Meeting held on August 26, 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 Joint Meeting held on August 26, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

- 1. Draft August 26, 2024, CC Joint Meeting Minutes

**MINUTES OF THE JOINT MEETING OF THE CITY COUNCIL AND THE BOARD OF
DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF FRIENDSWOOD
AUGUST 26, 2024**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD AND THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF FRIENDSWOOD MET IN A JOINT MEETING ON MONDAY, AUGUST 26, 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:

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

AND

John Ellisor	Director
Sally Branson	Director
Trish Hanks	Director
Robert J. Griffon	Director
Joe Matranga	Director
Brent Erenwert	Director
Mike Foreman	Chair
Morad Kabiri	General Manager
Karen Horner	City Attorney
Leticia Brysch	City Secretary

1. CALL TO ORDER

Mayor Foreman called the joint meeting to order with a quorum present at 5:32 P.M.; all members were present.

Mayor Foreman announced that there would be no action for all items related to the Reinvestment Zone Number Two, City of Friendswood as said items were being delayed to a future meeting.

2. INVOCATION

The invocation was led by Councilmember John Ellisor

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

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

4. COUNCIL COMMENTS AND REPORTS

The Mayor and Council gave the deepest condolences for the loss of former Councilmember Harold Raley and former Chief of Police Bob Weiners and asked that everyone keep them and their families in their prayers.

5. PUBLIC COMMENT

Mr. Michael Ross requested to speak before the Council regarding his opposition the TIRZ #2, and noted that in his opinion, the financing vehicle being used will not bring a good development of value to the city. He recommended that Council hold additional public meetings to explain the TIRZ #2 in more detail.

Mr. Chris Johnson requested to speak before the Council regarding his opposition the TIRZ #2 and noted that earlier in the day he had filed a lawsuit against the Council as he believed that the decisions made in regard to TIRZ #2 are illegal and directly impacts him and his family.

Mr. Derek Maetzold requested to speak before the Council regarding his support of the TIRZ #2 and the related Castle Bioscience project and agreements. He noted that as a resident and local business owner he had a vested interest in keeping his bio medical company in Friendswood which has experienced at 300% growth since its creation in 2007. He requested that the Council continue to support his company's new headquarters project within the TIRZ.

6. CITY COUNCIL – MUNICIPAL BUDGET FOR FISCAL YEAR 2024-25

A. Conduct a public hearing regarding the Proposed Fiscal Year 2024-24 Municipal Budget for the City of Friendswood.

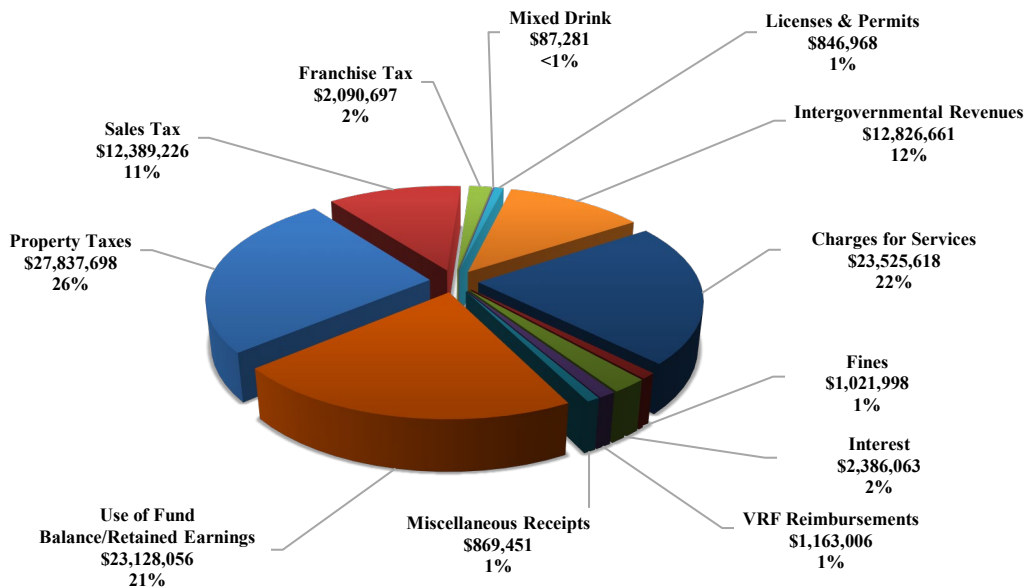
At 5:49 P.M., Mayor Foreman opened the public hearing and requested staff give council an overview of the item.

Finance Director Rhonda Bloskas presented the Council with an overview of the proposed budget and noted that the hearing was being held in compliance with the Texas Local Government Code and the City's Charter. She noted that she would be giving the Council a high-level overview of the budget as they have seen the same information multiple times over the last few months.

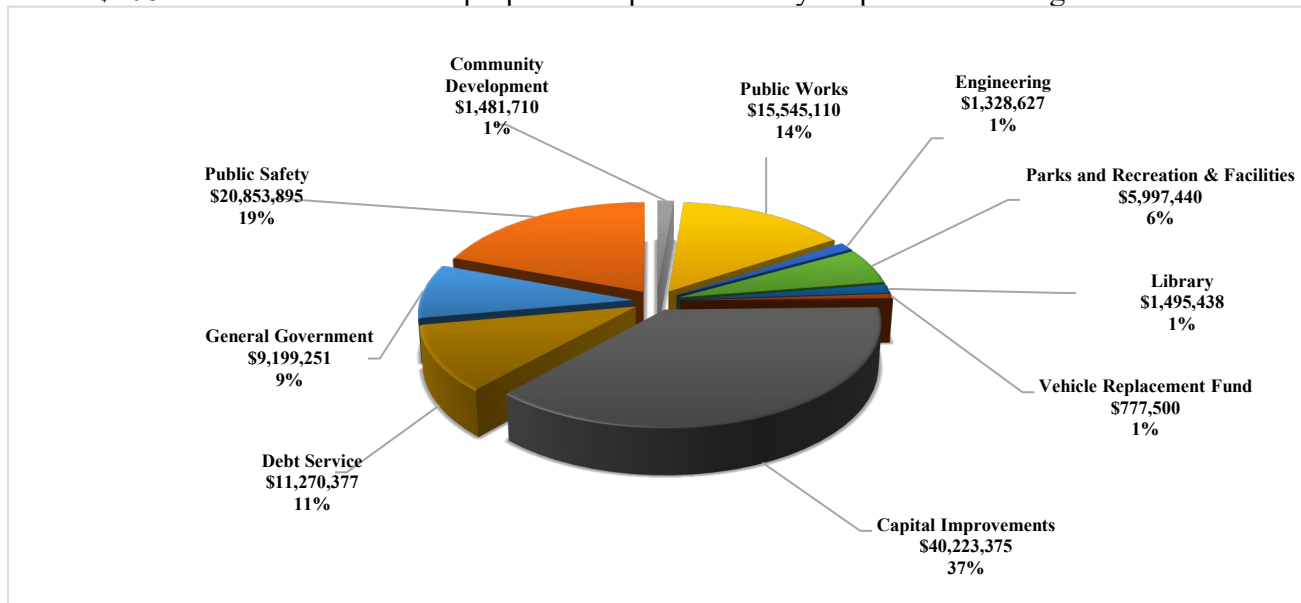
Ms. Blossas noted that the proposed budget was developed to deal with expenditures growth that included the key budget drivers of:

• Insurance Costs • Operational Costs • Personnel Costs • Deferred Maintenance	• EMS Onboarding • FVFD Contract • Bond Project Impacts • Grant Project Impacts • Aging Infrastructure
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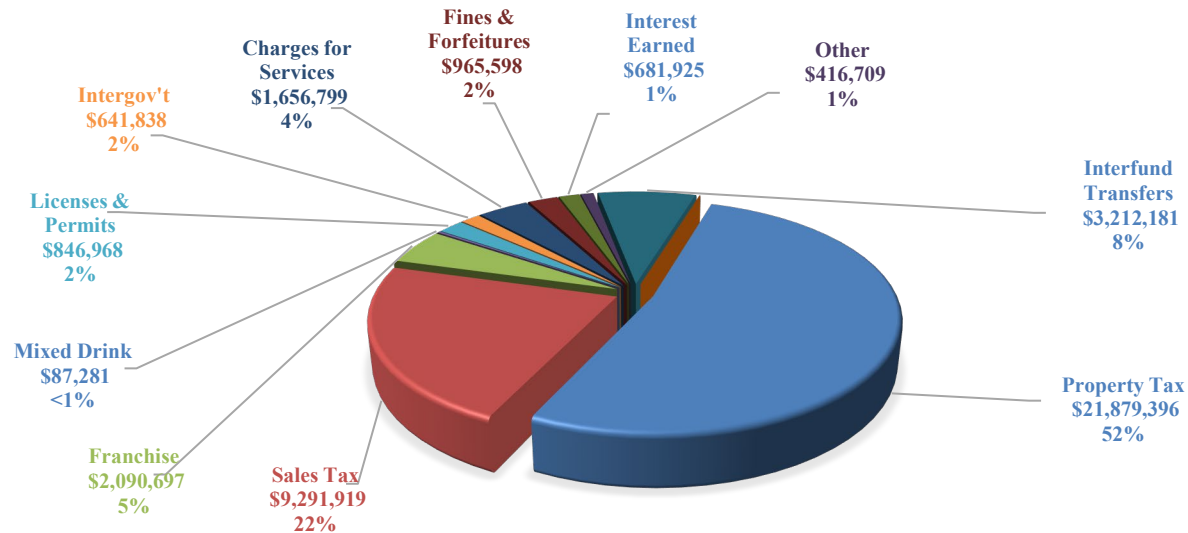
Ms. Blossas noted that the total budget for the City of Friendswood, including projected revenues and expenditures, is about \$108.2 million and is inclusive of all City funds. The total proposed revenues by source and the percentage of the overall budget are as follows:



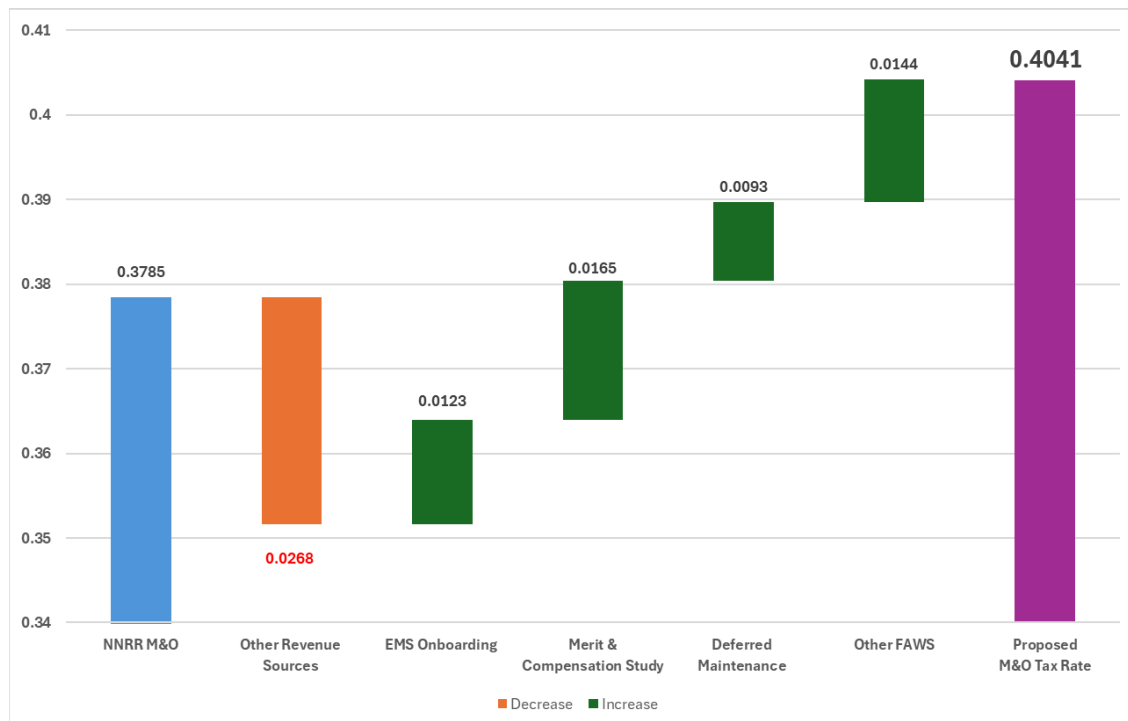
Staff is required to present a balanced budget; therefore, the total proposed expenditures budgeted are at about \$108.2 million. The total proposed expenditures by expenditure categories are as follows:



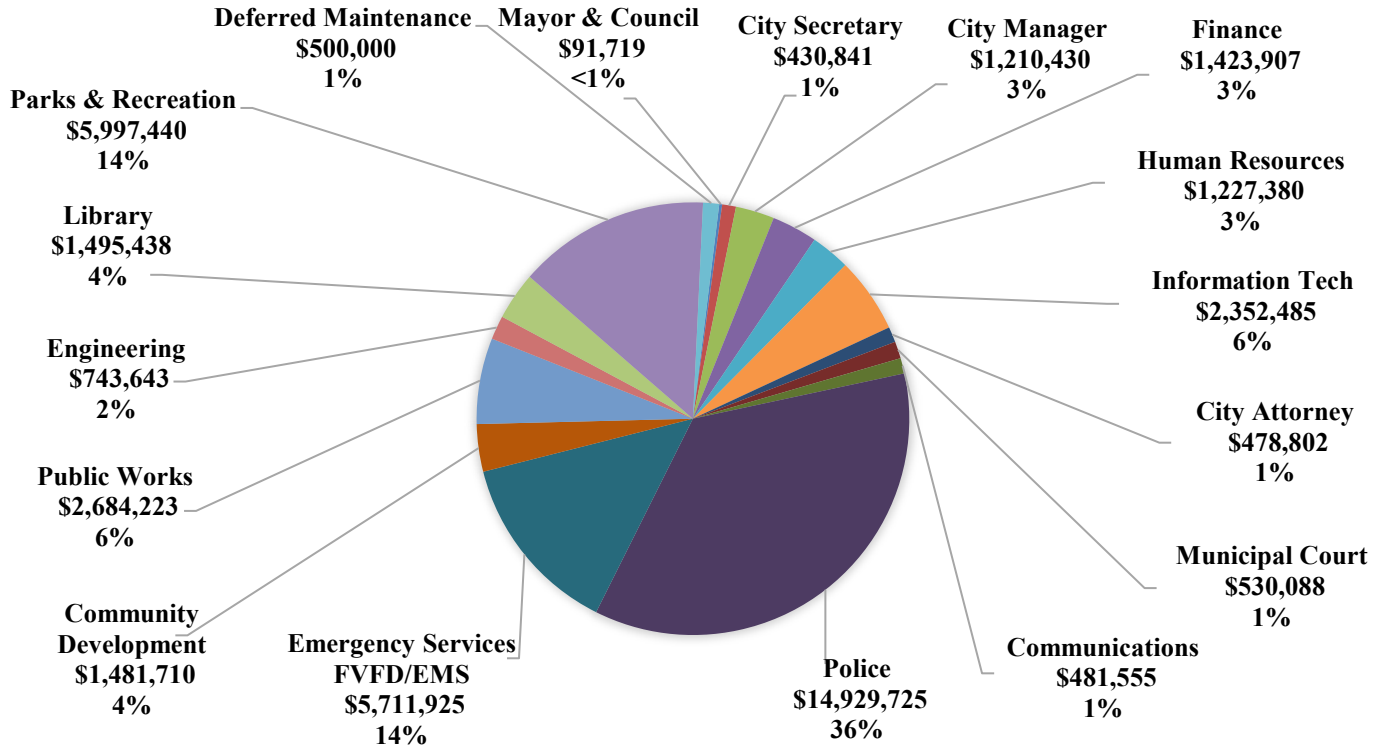
Ms. Boskas noted that she would be focusing on the General Fund and the Water and Sewer Fund. The General Fund, the City's primary operating fund, is budgeted with a proposed revenue of \$41.8 million, with 79% of that coming from taxes; such as property, sales and franchise taxes. The breakdown of the City's revenues is noted below:



The proposed budget was developed using a proposed tax rate of 51.42¢, which is about 1.4 cents above the current rate of 50.07 cents, and about 1.09 cents above the estimated no new revenue rate. Ms. Boskas noted that there was a change to the voter approved tax rate from the last budget presentation; however, it did not effect any of the budget's calculations as this new voter approved tax rate is almost 4 cents higher than what Staff is proposing. The proposed tax rate will provide a projected tax levy of \$27.7 million, that is \$21.8 million for maintenance and operations expanses in the General Fund and \$5.9 million for tax. The graph below was displayed to illustrate the City's maintenance and operation (M&O) tax rate.



Additionally, the General Fund’s proposed expenditures were announced to be \$41.8 million with a little over 50% being related to Public Safety. The departmental expenditure breakdown is outlined in the following chart:



Ms. Blossas showed the Council a list of the Forces at Work (FAW), which is a budget term that is used by Staff for supplemental expenditures that are outside of the Staff’s control. Examples noted for FAW included Federal Grants, State mandates, economic impacts, or approved contracts that were approved by the Council previously. The total forces at work and decision packages.

TOTAL FORCES AT WORK AND DECISION PACKAGES	
Forces at Work	\$1,497,142
Decision Packages	\$888,603
Total Funded FAW & DPs	\$2,385,745
Unfunded Decision Packages	\$4,029,351

The full list of the General Fund, Forces at Work and funded Decision Packages included in the proposed budget are as follows:

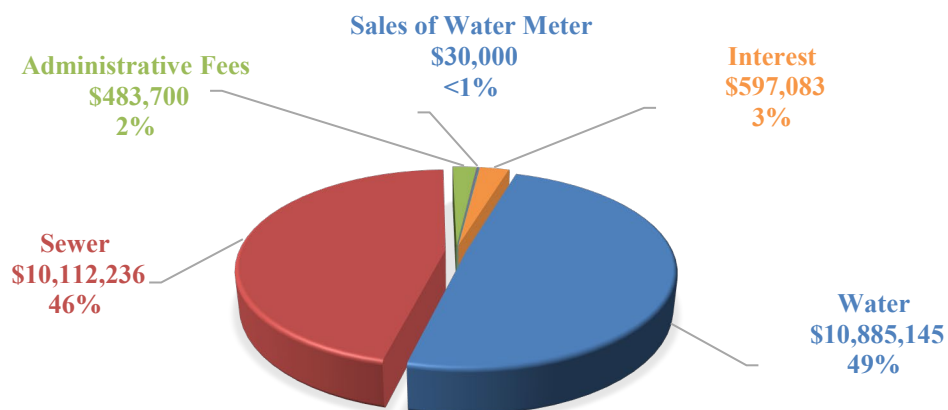
Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Windstorm Insurance Increase (3%)	\$0	\$25,220	\$25,220	\$0	\$25,220
City Wide	Auto Liability Insurance Increase (7%)	0	20,768	20,768	0	20,768
City Wide	Real & Personal Property Insurance Increase (13%)	0	16,431	16,431	0	16,431
P&R	Facility Electricity Increase (2%)	0	10,898	10,898	0	10,898
PW_St	Streets Electricity Increase (2%)	0	11,488	11,488	0	11,488
City Wide	Health Insurance Increase (5%)	0	104,764	104,764	0	104,764
City Wide	Workers Compensation Increase	0	29,899	29,899	0	29,899
DES_EMS	EMS Onboarding	0	2,972,772	2,972,772	1,035,000	1,937,772
FVFD_Fire	FVFD Fire Contract Reduction	0	64,195	64,195	247,981	(183,786)
FVFD_EMS	EMS Contract Elimination	0	0	0	1,022,840	(1,022,840)
PD_Admin	Police Policy Accreditation	40,000	26,920	66,920	1,920	65,000
PD_Patrol	12-Hour Shifts + Vehicle	93,725	300,555	394,280	255,340	138,940
PD_Patrol	FISD SRO Contract Reduction	0	0	0	(91,582)	91,582
PD_Patrol	CCISD School Crossing Guard Agreement	0	18,534	18,534	0	18,534
ENG	Additional Vehicle (Stormwater)	50,000	3,500	53,500	0	53,500
P&R_Pk	Quaker's Landing Buyout lots-Mowing & Maintenance	0	29,600	29,600	0	29,600
P&R_Pk	Maintenance Worker + Vehicle (+1.0 FTE)	62,000	87,372	149,372	0	149,372
Total Forces at Work		\$245,725	\$3,722,916	\$3,968,641	\$2,471,499	\$1,497,142

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
PD/CAO	Temporary Records Specialist, FY25-FY26	\$0	\$89,624	\$89,624	\$89,624	\$0
P&R_SDC	Holiday Camps	0	27,000	27,000	27,000	0
City Wide	Salary Adjustments / Merit 4.0%	0	888,603	888,603	0	888,603
Total Decision Packages		\$0	\$1,005,227	\$1,005,227	\$116,624	\$888,603

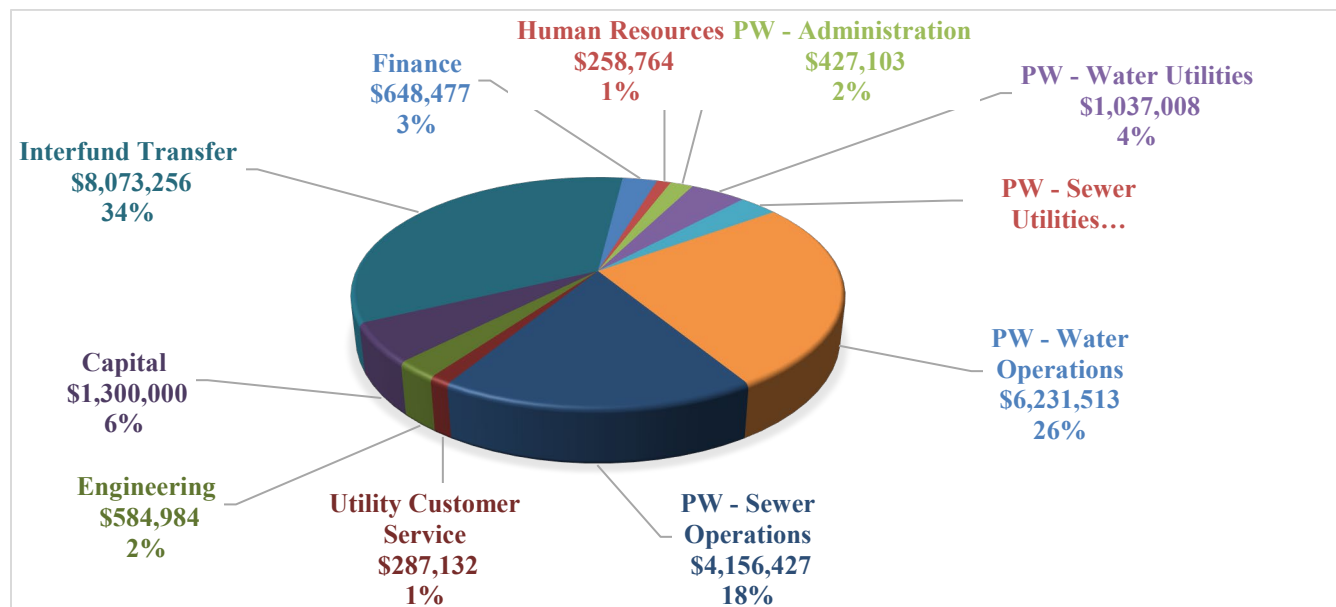
Below is the list of unfunded decision packages that were requested but not included in the proposed budget:

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
COMM	Social Media Posts		\$10,000	\$10,000		\$10,000
PD_Comm	PD Records Specialist (+1.0 FTE)		91,858	91,858		91,858
PW_St	Equipment Operator - Streets (+1.0 FTE)		86,583	86,583		86,583
DES_EMS	Full-time Paramedic Conversion (+3.0 FTE)		422,092	422,092	227,625	194,467
P&R_Pk	Weekday Laborer (+1.0 FTE)		65,090	65,090		65,090
IT	Cloud Backup Service		17,000	17,000		17,000
HR	Benefit Specialist (+1.0 FTE)	4,000	91,244	95,244		95,244
PD_AC	Animal Control Officer + Vehicle (+1.0 FTE)	78,800	97,029	175,829		175,829
CSO	Temporary Records Technician (part-time)	24,823		24,823		24,823
PW_St	Maintenance Worker (+1.0 FTE)		79,346	79,346		79,346
CDD_GIS	Geographic Information Systems Analyst (+1.0 FTE)	5,000	100,507	105,507		105,507
PW_St	Streets/Sign Shop Vehicle	45,000	4,500	49,500		49,500
PW_St	Maintenance Worker (+1.0 FTE)		79,346	79,346		79,346
ENG	City-Wide Traffic Study	200,000		200,000		200,000
CAO	Legal Services/Litigation Deductibles/Damages		50,000	50,000		50,000
PW_St	Crew Leader + Vehicle (+1.0 FTE)	75,000	102,840	177,840		177,840
DES_FM	Deputy Fire Marshal II + Vehicle (+1.0 FTE)	65,000	158,728	223,728		223,728
P&R_Rec	Summer Camp Staff Wage Increase		8,594	8,594		8,594
P&R_Rec	Summer Pool Staff Wage Increase		7,596	7,596		7,596
P&R_Rec	Citizen Awareness (City U)		500	500		500
P&R_Rec	Relevant Special Event Programming		8,500	8,500		8,500
P&R_Pk	Lake Friendswood Fish Feeding & Restocking Program	6,500	3,500	10,000		10,000
ENG	Sunset Drive Signal Rehabilitation & Optimization	2,250,000		2,250,000		2,250,000
P&R_Rec	Lake Friendswood Kayak/Paddleboard Rental Kiosk	18,000		18,000		18,000
Total Unfunded Decision Packages for General Fund		\$2,772,123	\$1,484,853	\$4,256,976	\$227,625	\$4,029,351

Ms. Boskas announced the proposed revenue of the Water and Sewer Fund is \$22.1 million with the about \$21 million coming from utility fees.



The Water and Sewer Fund's proposed expenditures were announced to be \$23.7 million, which includes an estimated \$3.1 million Forces at Work with the largest item being a cash call to the City of Houston for the Southeast Transmission Line Project. The expenditure departmental breakdown is outlined in the following chart:



Ms. Boskas noted that all of the forces at work and decision packages for the Water and Sewer Fund were included in the proposed budget in the following amounts:

Forces at Work	\$3,132,936
Decision Packages	\$1,544,377
Total Funded FAW & DPs	\$4,677,313

The full list of the General Fund, Forces at Work and funded Decision Packages included in the proposed budget are as follows:

Dept	Description	186	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Real & Personal Property Insurance Increase (13%)	0	13,444	13,444	0	13,444
PW	Electricity Increase (2%)	0	8,217	8,217	0	8,217
City Wide	Health Insurance Increase (5%)	0	18,401	18,401	0	18,401
City Wide	Workers Compensation Increase	0	3,375	3,375	0	3,375
PW_SU	Blackhawk WW Operations Increase @ 5%	0	143,262	143,262	0	143,262
PW_WO	City of Houston Cash Call 42" SETL	2,515,039	0	2,515,039	0	2,515,039
PW_SU	Southeast Water Purification Plant - CIP Program 2023-2027 (Year 3)	431,198	0	431,198	0	431,198
Total Forces at Work		\$2,946,237	\$186,699	\$3,132,936	\$0	\$3,132,936

Dept	Description	One Time Cost	Ongoing Cost	Total	Outside Revenue Sources	Net Total
City Wide	Salary Adjustments / Merit 4.0%	\$0	\$109,579	\$109,579	\$0	\$109,579
PW_SO	Sewer Operator + Vehicle (+1.0 FTE)	45,000	97,826	142,826	0	142,826
PW_SU	Equipment Operator - Sewer Utilities (+1.0 FTE)	0	89,646	89,646	0	89,646
PW_WO	Water Operator + Vehicle (+1.0 FTE)	45,000	97,826	142,826	0	142,826
PW_Admin	Administrative Vehicle	55,000	4,500	59,500	0	59,500
ENG	Wastewater Master Plan	1,000,000	0	1,000,000	0	1,000,000
Total Decision Packages		\$1,145,000	\$399,377	\$1,544,377	\$0	\$1,544,377

Ms. Boskas identified the following next steps for the budget approval process:

- 08/26/2024: Complete public hearing and either:
 - adopt the budget or
 - postpone the adoption of the budget to the 09/09/2024 Council Meeting.
- 09/09/2024: Conduct a Public Hearing on Tax Rate and Consider the adoption of the proposed tax rate.

At the conclusion of the presentation, Mayor opened the discussion to Council for questions and comments.

Mayor Pro Tem Matranga asked if the proposed budget included the expenditures incurred with the Hurricane Beryl debris removal. Ms. Boskas responded that those expenditures were not included in the proposed budget as they were being handled through the current fiscal year budget. Additionally, City Manager Morad Kabiri noted that at this time the estimated amount of expenditures for Beryl related debris and trash pickup and other emergency related activities is in excess of \$4.5 million.

At the request of Councilmember Matranga, Mr. Kabiri gave an overview of the 24-inch waterline project and stated that back in the 1990s the Harris-Galveston Subsidence District enacted rules to reduce the use of ground water in order to limit subsidence in the area. Further, at that time, the City was required pursuant to State Law to no longer use groundwater and switch to surface water sources. Mr. Kabiri noted that surface water rights were for the most part already accounted for around the area, so the City partnered with the City of Houston to secure surface water rights from the Trinity River and Lake Livingston. This water is treated out of the Southeast Water Purification Plant and pumped to Friendswood. Because most ground water systems function on a pressure system, Friendswood originally had six water wells strategically placed throughout the city to work off of each other and improve water pressure throughout the city. When the City switched to surface water, Friendswood could no longer rely on these six wells and now, the water has to be pumped all the way from the north end of town to the south end which depending on the circumstance reduces the water pressure to the south end of the city. Mr. Kabiri stated that the 24-inch waterline is intended to run parallel a large part of the water supply at the take points near Timber Creek all the way to the water plant behind Friendswood High School in hopes that this will improve pressure throughout the system, especially during high demand times.

With there being no one signed up to speak on this item, Mayor Foreman closed the public hearing at 5:58 p.m.

B. Discuss and take action concerning the City of Friendswood's Proposed FY 2024-25 Municipal Budget.

City Manager Morad Kabiri presented the item and stated that the Council had two options before them as it related to taking action on the budget. He noted that the Council may choose one of the following:

- Adopt the proposed budget for fiscal year 2024 – 2025 as presented,
- Adopt the proposed budget with any amendments desired, or
- Postpone the adoption of the proposed fiscal year 2024 – 2025 budget until our next regularly scheduled meeting on September 9, 2024.

Mr. Kabiri noted that for the most part the budget had not materially changed since it was presented to the Council back in June and discussed multiple times since then. He stated that staff was open to any comments or amendments the Council desired.

Mayor Foreman stated that he felt the proposed budget was outstanding and thanked the Finance staff for bringing forth a budget that covered the 5% increase in operations without having a 5% increase in the tax rate.

Councilmember Griffon thanked the staff for the budget workshop as it helped him have a better understanding of the budget.

Mayor Foreman reminded the Council that the budget that they just approved needed to be supported by the proposed tax rate that will be considered in the September 9th Council meeting.

A motion was made by Councilmember Hanks and seconded by Mayor Foreman that the proposed budget for fiscal year 2024 – 2025 be adopted as revised and presented including revenue projections of \$108,172,723 and expenditure appropriations totaling \$108,172,723. The vote was the following:

The vote for the motion on the table was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon and Councilmember Brent Erenwert

Nays: None.

The item passed unanimously.

ORDINANCE NO. 2024-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING AND ADOPTING THE CITY OF FRIENDSWOOD, TEXAS, GENERAL BUDGET FOR FISCAL YEAR 2024-25; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH FISCAL YEAR AS REFLECTED IN SAID BUDGET, AND MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATED THERETO; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

7. TIRZ BOARD – BUSINESS ITEMS

- A. Consider the election of a Vice Chair and Secretary of the Board of Directors of Reinvestment Zone Number Two, City of Friendswood.**
- B. Consider Approving the Rules of Procedure of the Board of Directors of Reinvestment Zone Number Two, City of Friendswood.**
- C. Consider adopting the Rules of Procedure of the Board of Directors of Reinvestment Zone Number Two, City of Friendswood.**
- D. Consider approving the Development Agreement by and between Castle Biosciences, Inc. the City of Friendswood, and Reinvestment Zone Number Two, City of Friendswood.**

8. CITY COUNCIL - CONSENT

- A. Consider an ordinance approving the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Two, City of Friendswood.**
- B. Consider authorizing a Development Agreement by and between Castle Biosciences, Inc, Reinvestment Zone Number Two, City of Friendswood, and the City of Friendswood.**

9. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the August 26, 2024, Joint Meeting of the City Council and the Reinvestment Zone Number Two, City of Friendswood at 6:01 P.M.

Mike Foreman, Mayor

Attest:

Leticia Brysch, City Secretary

Mike Foreman, Chair

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: September 9, 2024

Date submitted: 08/27/2024

Prepared by: Leticia Brysch, Assistant City Manager/City Secretary

Subject: Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding *Johnson, et ux. v. Foreman, et al.*; Cause No. 24-CV-1392 in the 10th Judicial District Court, Galveston County, Texas.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to convene an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding *Johnson, et al. v. Foreman, et ux.*; Cause No. 24-CV-1392 in the 10th Judicial District Court, Galveston County, Texas.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS