



**CITY COUNCIL REGULAR MEETING
MONDAY, DECEMBER 2, 2024, 5:00 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. WORK SESSION TOPICS

- A. Receive and discuss a presentation from Waste Connections regarding waste collection services.
- B. Receive and discuss an update regarding the Capital Improvement Projects.

7. CITY MANAGER'S REPORT

- A. Present an update regarding the Rotary Foundation donation in the amount of \$75,000 to the City for the purchase of emergency response equipment to support the City's Police and EMS as well as the Friendswood Volunteer Fire Department.
- B. Present an update regarding the Christmas Lighted Parade to be held on Saturday, December 14, 2024, at 6:00 p.m.
- C. Present an update regarding the Santa in the Park event to be held on Saturday, December 14, 2024, from 3:00 p.m. to 8:00 p.m.
- D. Present an update regarding Council candidate application and packet.
- E. Recognize Engineering Director, Jil Arias, for being a presenter at the Environmental & Water Resources Institute's Houston Conference.
- F. Present an update regarding the City's GIS and Property Records Integration.

8. BUSINESS ITEMS

- A. Consider an item directing staff to develop an ordinance amending Chapter 2 "Administration, Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new section to be numbered and entitled Section 2-25 "Appeals" to afford certain decisions of non-advisory boards, commissions, and/or committees, to be appealed to the City Council.

9. ORDINANCES & RESOLUTIONS

- A. Consider on second and final reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code to update certain fees.
- B. Consider an ordinance amending the City's General Budget for Fiscal Year 2023-2024 by approving "Budget Amendment XII" and providing for supplemental appropriation and/or transfer of certain funds.
- C. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment III" and providing for supplemental appropriation and/or transfer of certain funds.
- D. Consider a resolution casting its votes in the election of members of the Board of Directors of the Galveston Central Appraisal District (GCAD) 2025.

10. 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 awarding a Construction Contract to and authorizing Change Order No. 1 with Servox, LLC, for the New Ground Storage Tank at Surface Water Plant #1 Project (2024-12).
- B. Consider awarding a Construction Contract to and authorizing Change Order No. 1 with R Construction Civil, LLC, for the Clear Creek Waterline Installation Project (2024-11).
- C. Consider the Contract for the Transfer of a Law Enforcement Animal to transfer the ownership of retired K-9 Officer Rick from the Friendswood Police Department to Officer Cory McCombs.
- D. Consider ratifying and approving Maintenance Agreements for HVAC, Building Environmental Systems for City facilities with Star Service, Inc., through Choice Partners' national purchasing cooperative.
- E. Consider approving the Memorandum of Understanding with Texas A&M Engineering Service for the Texas A&M Public Works Response Team.
- F. Consider approving the ad valorem tax report for October 2024.
- G. Consider approving the minutes of the City Council Joint Meeting held on November 4, 2024.

11. 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
26th day of November 2024, at 6:00 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: December 2, 2024

Date submitted: 08/13/2024

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

Subject: Receive and discuss a presentation from Waste Connections regarding waste collection services.

Originating Department: Finance

Degree of importance:

SUMMARY / ORIGINATING CAUSE

On March 8, 2023, the City and Waste Connections entered into an agreement for refuse collection and disposal services. This agreement allowed for a 3-year extension and expires March 31, 2025. A copy of said agreement is attached to the item for your review.

Zachary Ryan, District Manager of Waste Connections, will be present for the work session portion of the December 2, 2024, City Council meeting to provide a service status update, interest in continuation of service, and future service alternatives, including the following:

- Rear Load \$22 3 years – 2 x week trash, 1 time a week recycle, 1 time a week bulk/brush.
- Automated Side Load \$19.59 5 years – 2 x week trash, 1 time a week recycle, 1 time a week bulk/brush.
- Automated Side Load \$18.50 10 years – 2 x week trash, 1 time a week recycle, 1 time a week bulk/brush.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Council and staff will have an opportunity to discuss current conditions, service options and Waste Connections' interest in entering a new franchise agreement with the City for solid waste management services.

RECOMMENDATIONS

Provide staff direction on which service option it desires for staff to pursue in negotiating a new franchise agreement with Waste Connections for solid waste management services for Council's consideration.

ATTACHMENTS

1. Waste Connections PP - 12.2.2024
2. Garbage Rate Comparison Chart
3. March 8, 2022, Waste Connections of Texas Franchise Agreement for Municipal Waste and Recycling



WASTE CONNECTIONS

CONNECT WITH THE FUTURE®

CITY OF FRIENDSWOOD

BACKGROUND



- Founded in 1997
- Operating in 46 States, 6 Canadian Provinces
- Customer base over 8 million
- Generate over 8 billion in revenue annually
- Industry leading safety standards
- Partners with Friendswood for over 20 years!

Core Operating Values



- Safety
- Integrity
- Customer service
- To be a great place to work
- To be the Premier Waste Services Company in the US and Canada

Side Load Benefits



- Safety
 - Less trucks in the city
 - Less workers on back of trucks
- Customer Service
 - Less Potential Issues
 - ✦ No mess left behind
 - ✦ Trash can left on ground or in wrong location
 - ✦ Trash can durability and replacement
- Cleanliness
 - No bags on the ground
 - No loose trash blowing around



Service Options

- Rear Load \$22 **3 years**— 2 x week trash, 1 time a week recycle, 1 time a week bulk/brush
- Automated Side Load \$19.59 **5 years**- 2 x week trash, 1 time a week recycle, 1 time a week bulk/brush
- Automated Side Load \$18.50 **10 years** - 2 x week trash, 1 time a week recycle, 1 time a week bulk/brush



WASTE CONNECTIONS INC.

CONNECT WITH THE FUTURE®

Monthly Residential Garbage Bill Comparison

	Friendswood (Current)	Friendswood (Proposed)	Alvin	League City	Pearland
Base Rate *	\$19.15	\$20.35	\$14.43	\$19.83	\$21.55
Collections Per Week	2	2	1	2	2
Recycling Collections Per Week	1	1	1	1	1
Heavy Trash per Week	1	1	Once a month	1	1
Side Load		X	X		X
Back Load	X			X	



* Includes administrative fees (if any).

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

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

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

1. Defined Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Holidays means the following days:

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

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

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

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

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

Recyclable Materials means

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

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

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

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

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

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

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

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

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

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

2. Franchise Grant.

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

3. Operations.

- (a) *Scope of Operations.* It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers or Bags by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, as they now exist or are hereinafter amended during the term of this Agreement (the "Services").
- (b) *Nature of Operations.* The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, and recycling or disposal of Municipal Solid Waste and Recyclable Materials, the title to all Municipal Solid Waste and Recyclable Materials collected, hauled, and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

4. Single-Family Residential Unit Collections.

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

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

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

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

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

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

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

6. Special Collections and Services.

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

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

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

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

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

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

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

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

8. Title to Equipment.

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

9. Rates and Fees.

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

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

(b) *Commercial, Industrial and Multi-Family Residential Unit Services.* For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the following rates:

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

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

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

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

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

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

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

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

10. Rate Adjustment.

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

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

http://tonto.eia.doe.gov/loog/info/wohd/pldiesel_detail_report_combined.asp

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

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

11. Exclusions.

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

12. Term of Agreement.

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

13. Assignment.

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

14. Enforcement.

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

15. Processing, Billing and Fees.

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

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

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

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

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

16. Spillage.

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

17. Non-Collection Notice and Follow-Up.

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

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

18. Hours of Service.

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

19. Customer Service.

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

20. Compliance with Applicable Laws.

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

21. Vehicles and Equipment.

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

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

22. Due Care.

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

23. Personnel and Performance Standards.

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

24. Insurance Coverage.

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

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

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

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

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

25. Indemnity.

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

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

26. Release.

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

27. Savings Provision.

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

28. Termination.

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

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

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

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

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

33. Force Majeure.

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

34. Governing Law.

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

35. Notices.

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

If to the City:

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

If to the Service Provider:

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

With Copy to:

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

And

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

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

36. Performance Bond.

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

37. Entire Agreement.

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

38. Commercial Practices.

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

39. Damages.

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

40. No Waivers.

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

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

41. Independent Contractor.

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

42. No Third-Party Beneficiaries.

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

43. No Right to Arbitration.

Notwithstanding anything to the contrary contained in this Agreement, the City and Service Provider hereby agree that no claim or dispute between the City and Service Provider arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including but not limited to the Texas General Arbitration Act.

44. Headings.

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

45. Gender and Number.

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

46. Construction of Agreement.

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

47. Agreement Read.

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

48. Authority.

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

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

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

CITY OF FRIENDSWOOD

Mike Foreman
MIKE FOREMAN, Mayor

ATTEST:

Leticia Brysch
LETICIA BRYSCH, City Secretary



WASTE CONNECTIONS OF TEXAS, LLC

Chris Robert
(Signature)

Chris Robert
(Printed Name)

District Manager
(Title)

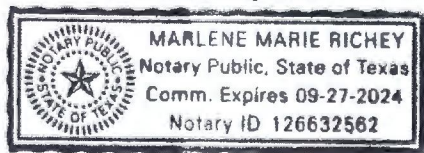
STATE OF Texas §
COUNTY OF Harris §

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

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

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

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



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

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

**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: December 2, 2024

Date submitted: 10/08/2024

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

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

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This quarterly update will provide Council with the latest status on ongoing and upcoming Capital Improvement Projects, including updates on Blackhawk Boulevard Phase II-B and II-C, ARPA-funded projects, tank rehabilitation efforts, H-GAC UPWP Programs, the Wastewater Master Plan, and several projects pending contract finalization.

This item is for informational purposes only; no action will be required.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. CIP Update December 2024 FINAL

CITY OF FRIENDSWOOD

Capital Improvement Projects Update



Blackhawk Boulevard Phase II-B and II-C

LOCATION:

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

STATUS:

Phase II-B: Contractor to complete west half; east half added to II-C

- Contractor has experienced significant cash flow issues and exceeded the project timeline
- The City & Contractor propose an agreement that allows the Contractor to complete only the west half while avoiding further delays and risks

Phase II-C: 90% plans received; TxDOT permits in process

- Inclusion of remaining Phase II-B scope will adjust the overall timeline slightly

Awaiting as-builts from Phase II-B to finalize the updated scope and bid package for Phase II-C.



24" Clear Creek Water Line Crossing Project

LOCATION:

From Blackhawk Blvd. to FM 518

STATUS:

Contract award pending at this council meeting

Construction includes open-cut and trenchless methods for installing a 24" water transmission main

Change order on the agenda to include an owner's contingency and testing allowance

Construction timeline to be established following contract execution



Tank Project at Surface Water Plant #1

LOCATION:

Blackhawk Boulevard near FM 528

STATUS:

Contract award pending at this council meeting

Scope includes construction of a new ground storage tank to enhance water storage capacity

Change order on the agenda to include an owner's contingency and testing allowance

Construction timeline to be established following contract execution



Tank Rehab Project

LOCATION:

Multiple

STATUS:

Work ongoing on the last tank at Surface Water Plant #1

Structural repairs and repainting underway

Expected completion: Q1 2025



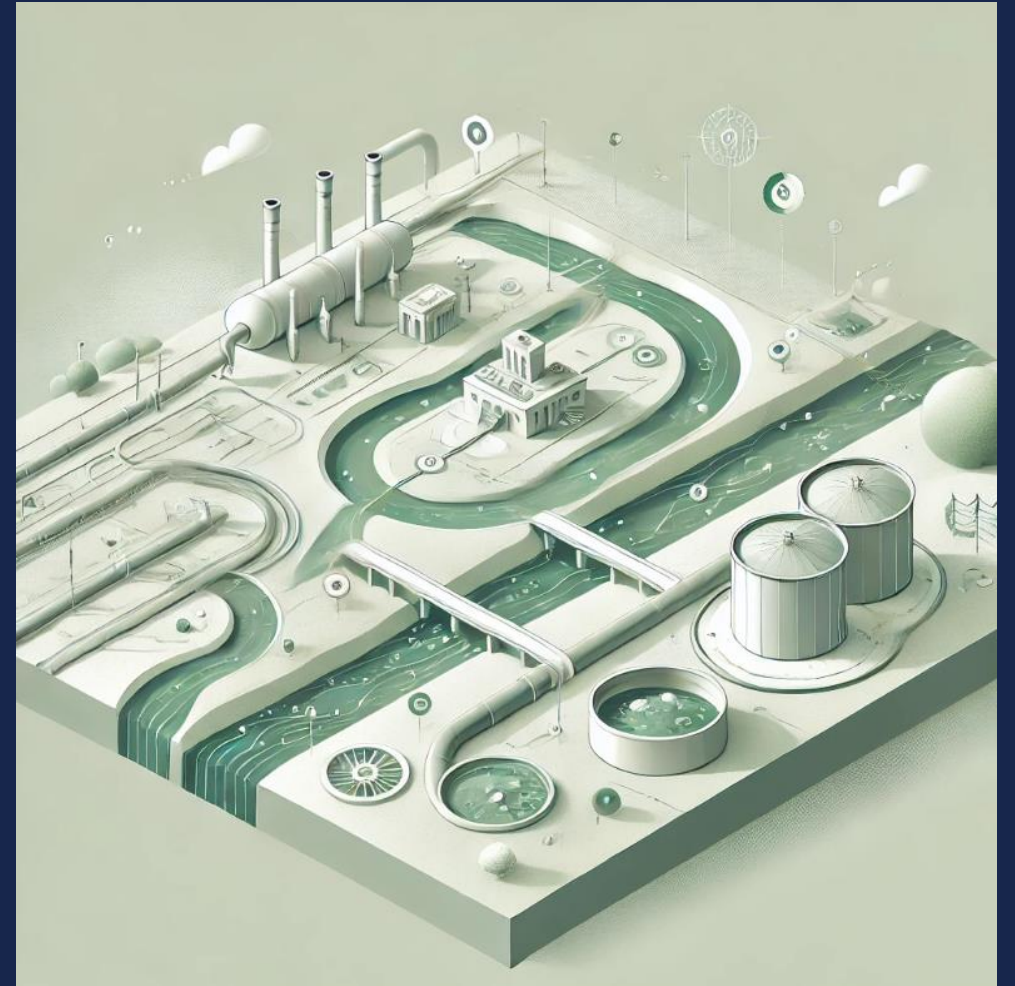
Wastewater Master Plan

STATUS:

Awarded in October; kickoff meeting held

Deliverables include a wastewater model, updated flow monitoring, lift station consolidation assessment, and a Wastewater Capital Improvement Plan

Findings to be presented to Council upon project completion



H-GAC Unified Planning Work Program (UPWP)

UPWP projects are being led by the Houston-Galveston Area Council

Friendswood Master Trail Plan

- Consultant onboarding; kickoff meeting pending
- Project will positively impact accessibility, connectivity and safety of cyclists and pedestrians in Friendswood by conducting existing conditions analysis, public engagement activities, opportunity analysis, and making recommendations on actionable strategies
- Public meeting dates TBD

Friendswood Parkway Corridor Study

- Kickoff held; first stakeholder meeting scheduled
- Study takes into consideration available right-of-way and ongoing development
- Consultant is developing a Public Participation Plan (PPP)
- H-GAC will hold public meetings seeking input on the corridor study
- Public meeting dates TBD



Funding: No local match; \$500,000 to be paid for by H-GAC

2024 H-GAC Carry-Over Spending Projects

LOCATIONS/STATUS:

TxDOT has started initial engineering work on:

FM 528 @ Bay Area Boulevard – Additional lanes utilizing existing right-of-way to increase turning movements & decrease time at intersection

FM 528 @ Winding Way – New northbound right turn lane

FM 528 @ FM 518 – Dual left turn lanes along FM 528

FM 528 @ Sunset – Restriping and reprogramming of traffic signals to add a second left turn southbound Sunset



\$2.6M – Funding: H-GAC Carry-Over Funds (20% local match, half of which can be another transportation project such as annual street maintenance)

2024 H-GAC Carry-Over Spending Projects (cont.)

LOCATIONS/STATUS:

Friendswood Parkway “E” Phase,
North of FM 528 - Environmental
and Preliminary Engineering:
pending addition of the project to
the Statewide Transportation
Improvement Program

These initiatives are led by the
Houston-Galveston Area Council,
who has determined the projects
meet the Regional Transportation
Plan visions and goals



Funding: H-GAC Carry-Over Funds (20% local match, half of which can be another transportation project such as annual street maintenance)

Pending Contracts (January 2025)

Master Drainage Plan: Comprehensive flood control planning

Ground Storage Tank at Groundwater Plant #4: Implementation services

Annalea Neighborhood Infrastructure Project: Implementation services

Utility relocates at Clear Creek Utility Bridge: Construction contract

Questions / Comments



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: December 2, 2024

Date submitted: 11/07/2024

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

Subject: Present an update regarding the Rotary Foundation donation in the amount of \$75,000 to the City for the purchase of emergency response equipment to support the City's Police and EMS as well as the Friendswood Volunteer Fire Department.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Rotary Foundation has donated \$75,000 for the purchase of emergency response equipment to support the City's Police and EMS as well as the Friendswood Volunteer Fire Department.

Friendswood EMS

Stryker Stair Chair Pro Model 6252 (carrier system to extricate patients from upstairs or narrow areas) – \$4,870.01

Stryker Lucas 3 Chest Compression System, Hard case, battery charger and external power supply – \$19,939.25

Friendswood PD

Dispatch Console – \$25K [The total cost of this exceeds \$25K, however, the complement of which is included in tonight's Budget Amendment]

Friendswood VFD

RIT-PAK III,4.5,LG,AV,RECTUS with CYL&VLV CARBON 60 and associated fittings – \$24,367.20 [NFPA compliant Rapid Intervention Team bags that provide the FVFD with immediate access to necessary tools to free the trapped firefighter as well as provide a secondary source of air for the firefighter].

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2024 Rotary Foundation Donation



220

Adult Bible Study
"Why We Trust
The Bible"
Lecture series from
Dr. Stephen Nichols
with Dr. R. Kelly
Nov 2024

Stephanie A. Urchick
2024-25 President
Rotary International



**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: December 2, 2024

Date submitted: 11/01/2024

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

Subject: Present an update regarding the Christmas Lighted Parade to be held on Saturday, December 14, 2024, at 6:00 p.m.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This year's Christmas Lighted Parade, Home for the Holidays, will be held on Saturday, December 14, 2024, beginning at 6:00 p.m. This year the parade has a new parade lineup location and will begin at East Heritage Drive by First Baptist - Friendswood Church. The parade will then turn onto South Friendswood Dr. (FM 518) and will end at Stevenson Park for the Santa in the Park activities.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: December 2, 2024

Date submitted: 11/04/2024

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

Subject: Present an update regarding the Santa in the Park event to be held on Saturday, December 14, 2024, from 3:00 p.m. to 8:00 p.m.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood and Keep Friendswood Beautiful's annual Santa in the Park event is scheduled for December 14, 2024, from 3:00 p.m. to 8:00 p.m. in Stevenson Park. The event will include a holiday market, food vendors, activities for kids, live entertainment, pictures with Santa and 40,000 pounds of snow for ice skating and snow slides.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: December 2, 2024

Date submitted: 11/01/2024

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

Subject: Present an update regarding Council candidate application and packet.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The candidate application and packet is available on the City of Friendswood's website as well as in the City Secretary's Office in electronic format.

The candidate packet includes all forms, deadlines and information needed for anyone who is interested in running for office in the May 3, 2025, General Election for Councilmember Position Nos. 4 and 6.

Below is a list of important dates related to the upcoming election:

01/15/2025	First day to file for place on the ballot. Filings must be received by the City Secretary's Office. A candidate for City Council must meet the requirements noted in the Texas Election Code, Section 141.001 "Eligibility Requirement for Public Office" as well as Section 6.02 "Filing for Office" of the Charter of the City of Friendswood, Texas.
02/14/2025	Last day to file an Application for Place on Ballot at 5:00 P.M. in City Secretary's Office, City Hall.
02/18/2025	Last day for a Write-in Candidate to File for a Place on the Ballot. Filing must be received by the City Secretary's Office no later than 5:00 P.M.
02/21/2025	The last day for Candidacy Withdrawal must be filed with the City Secretary's Office no later than 5:00 P.M. Candidate Drawing at 5:15 P.M. in Council Chamber, City Hall
04/03/2025	Due date for filing first Report of Campaign Contributions and Expenditures by Opposed Candidate (30 days prior to Election). Deadline to register to vote for May 3, 2025, Election (Must register with Voter Registrar of the county of residence.)
04/22/2025	Last day to apply (by mail or fax) for an early voting ballot to be voted by mail; applications must be received by the County Clerk of Galveston County or the Elections Administration for Harris County, depending on which county the registered voter resides. An application must be received and not merely postmarked on this date.
04/25/2025	Due date for filing second report of Campaign Contributions and Expenditures (8 days prior to election)

04/21 – 04/29	Early Voting Period by Personal Appearance (schedule may vary by county)
05/03/2025	Election Day (7:00 a.m. to 7:00 p.m.)
05/14/2025	Last Day to Canvass the Election, City Council is the canvassing authority that will canvass and declare the results of the election at a council meeting, posted in compliance with the Open Meetings Act. Swearing-in of incoming councilmembers.
Any time after the election	Final report of Campaign Contributions and Expenditures.

Additionally, attached please find important FAQs related to City of Friendswood Elections. Please note that this information is available in English, Spanish, Vietnamese and Chinese (Traditional) on the City website.

For more information on the May 3, 2025, General Election, please contact the City Secretary's Office or visit the City's website: <https://www.ci.friendswood.tx.us/313/Elections>.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- May 3, 2025 - Candidate Packet Memo



CITY OF FRIENDSWOOD

OFFICE OF THE CITY SECRETARY

TO: Candidates Filing for the Position of Councilmember Nos. One (4) and Three (6)
FROM: Leticia Brysch, City Secretary
DATE: December 6, 2024
SUBJECT: Election Information and Forms for City of Friendswood, May 3, 2025, General Election

The enclosed and/or attached materials contain information and forms for the May 3, 2025, City of Friendswood General election for the positions of Councilmember Nos. One (4) and Three (6). Please review the information carefully as this packet holds relevant dates, forms and other information related to the election process from beginning to end. The candidate packet contains the following information:

1. City of Friendswood Internet Posting Notice of Election Information (FAQs)
2. Notice of Deadline to File Applications for Place on the Ballot
3. Candidate Qualifications
4. Texas Election Code, Section 141.001 Eligibility Requirements for Public Office
5. Application for a Place on the Ballot
6. City of Friendswood Charter, Section 6.02 Filing for Public Office
 - a. Petition Instruction and Form for Sponsor Signatures
 - b. Public Disclosure Form
7. Instructions and Form for Appointment of a Campaign Treasurer by a Candidate
8. Instructions and Form for Candidate/Officeholders Finance Reports
 - a. Campaign Finance Guide for Candidate and Officeholders Who File with a Local Filing Authority
 - b. Texas Ethics Commission 2024 Filing Schedule for Report due in Connection with Elections
9. Instructions and Form for Code of Fair Campaign Practices
 - a. Title 15, Texas Election Code, Fair Campaign Practices
 - b. Chapter 258, Texas Elections Code, Regulating Political Funds and Campaigns
10. Notice of Drawing for a Place on the Ballot
11. Instructions and Form for Candidate Certificate of Withdrawal
12. City of Friendswood Map
13. City of Friendswood Charter
14. Friendswood City Code, Appendix A, Section 15(f) *"Temporary political signs"* & Texas Election Code, Chapter 259 *"Political Signs."*
15. Texas Ethics Commission Signs & Political Advertising

It is the duty of the candidate to become familiar with the laws applicable to campaigns for public office. The duty of the City Secretary is limited to accepting and filing the various applications, affidavits, and statements, and noting the date and time of filing thereon. These documents are public records and are open for inspection by any person through the Texas Public Information Act. Should you need assistance with campaign laws, please contact the Secretary of State, Elections Division, via phone at 1-800-252-VOTE, via email to elections@sos.texas.gov or visit their website at: <http://sos.state.tx.us>. For assistance regarding campaign finance laws and reporting requirements please contact the Texas Ethics Commission at 512-463-5800, via email to reception@ethics.state.tx.us or visit their website at its online service at <https://www.ethics.state.tx.us>.

Please make note of the following important dates:

01/15/2025	First day to file for place on ballot. A candidate for City Council must meet the requirements noted in the Texas Election Code, Section 141.001 “Eligibility Requirement for Public Office” as well as Section 6.02 “Filing for Office” of the Charter of the City of Friendswood, Texas.
02/14/2025	Last day to file an Application for Place on Ballot at 5:00 P.M. in City Secretary’s Office, City Hall.
02/18/2025	Last day for a Write-in Candidate to File for a Place on the Ballot. Filing must be received by the City Secretary’s Office no later than 5:00 P.M.
02/21/2025	Last day for Candidacy Withdrawal must be filed with the City Secretary’s Office no later than 5:00 P.M. Candidate Drawing at 5:15 P.M. in Council Chamber, City Hall.
04/03/2025	Due date for filing first Report of Campaign Contributions and Expenditures by Opposed Candidate (30 days prior to Election). Deadline to register to vote for May 3, 2025, Election (must register with Voter Registrar of the county of residence).
04/22/2025	Last day to apply (by mail or fax) for an early voting ballot to be voted by mail; applications must be received not merely postmarked on this date.
4/21 – 04/29	Early Voting Period by Personal Appearance (schedule may vary by county).
04/25/2025	Due date for filing second report of Campaign Contributions and Expenditures (8 days prior to election).
05/03/2025	Election Day (7:00 A.M. to 7:00 P.M.)
05/14/2025	Last Day to Canvass the Election, City Council is the canvassing authority that will canvass and declare the results of the election at a council meeting posted in compliance with the Open Meetings Act.
05/14/2025	Swearing-in of incoming councilmembers at City Council Regular Meeting and first meeting of newly elected officials.
Any time after election	Final report of Campaign Contributions and Expenditures.

The candidate packet with all of the forms and information you will need for this election is available in electronic format on the City’s website. You can access the information by scanning the QR Code below:



Lastly, should you file for a place on the ballot, please provide the City Secretary with a candidate picture and bio of no more than 500 words in electronic format for placement on the City’s Candidate webpage. For more information related to elections, please contact the City Secretary’s Office at citysecretary@friendswood.com or at 281-996-3270.

Best of luck to all of you!



CIUDAD DE FRIENDSWOOD
OFICINA DE LA SECRETARIA DE LA CIUDAD

PARA: Los candidatos que se postulan para concejal, para las Posiciones Nro. Cuatro (4) y Seis (6)
DE: Leticia Brysch, Secretaria de la Ciudad
FECHA: 6 de diciembre de 2024
ASUNTO: Información sobre la elección y formas de la Ciudad de Friendswood para la Elección General del 3 de mayo de 2025

Los materiales incluidos y/o adjuntos incluyen información y formas para la Elección General de la Ciudad de Friendswood del 3 de mayo de 2025, para las posiciones de concejal número Cuatro (4) y Seis (6). Repase la información atentamente porque este paquete incluye fechas importantes, formas y otra información relacionada con el proceso electoral de inicio a fin. El paquete para candidatos incluye la siguiente información:

1. Preguntas frecuentes sobre la Ciudad de Friendswood
2. Aviso de fecha límite para presentar solicitudes de un lugar en la boleta
3. Requisitos de los candidatos
4. Sección 141.001 "Requisitos de elegibilidad para ocupar un cargo público" del Código Electoral de Texas
5. Presentación de solicitud de un lugar en la boleta de votación
6. Sección 6.02 "Postularse a un cargo público" de la Carta Orgánica de la Ciudad de Friendswood
 - a. Instrucciones para petición y forma para firmas de patrocinadores
 - b. Forma de divulgación pública
7. Instrucciones y forma para designación de un tesorero de campaña por un candidato
8. Instrucciones y forma para informes financieros de candidatos/titulares de cargos
 - a. Guía financiera para la campaña para candidatos y titulares de cargos que presentan solicitudes a una autoridad local
 - b. Cronograma para presentaciones de 2022 para informes previstos en conexión con las elecciones de la Comisión de Ética de Texas
9. Instrucciones y forma del Código de Prácticas Justas de Campaña
 - a. Prácticas justas de campaña del Título 15 del Código Electoral de Texas
 - b. Regulación de fondos y campañas políticos del Capítulo 258 del Código Electoral del Texas
10. Aviso de sorteo para un lugar en la boleta de votación
11. Instrucciones y forma del Certificado de Retiro de Candidatura
12. Mapa de la Ciudad de Friendswood
13. Carta Orgánica de la Ciudad de Friendswood
14. Sección 15.4 "Letreros políticos temporales" del Apéndice A del Código de letreros de la Ciudad de Friendswood
15. Publicidad política y letreros de la Comisión de Ética de Texas

Es obligación del candidato conocer bien las leyes aplicables a las campañas para ocupar un cargo público. La obligación de la Secretaria de la Ciudad se limita a aceptar y tramitar las diversas solicitudes, declaraciones juradas y declaraciones, y asentar la fecha y la hora en dichas presentaciones. Estos documentos son registros públicos y están abiertos para inspección de cualquier persona mediante la Ley de Información Pública de Texas. En caso de necesitar asistencia con las leyes de campaña, el número de teléfono de la División Electoral de la Secretaría del Estado es 1-800-252-VOTE; la dirección de correo electrónico es <http://sos.state.tx.us>.

La Comisión de Ética de Texas a través del 1-800-252-8506 o de su servicio por internet en <http://www.ethics/state/tx/us> gestiona la información sobre leyes financieras de campaña y requisitos de informe.

Por último, en caso de que presentare una solicitud para ocupar un lugar en la boleta de votación, entréguele a la Secretaria de la Ciudad una foto del candidato y una biografía de no más de 500 palabras en formato electrónico para ser colocadas en la página web de candidatos de la Ciudad. Para obtener más información sobre las elecciones, comuníquese con la Oficina de la Secretaria de la Ciudad a través de citysecretary@friendswood.com o 281-996-3270.

¡Muchísima suerte para todos!

Preste atención a las siguientes fechas importantes:

01/15/2025	Primer día para presentar la solicitud de un lugar en la boleta. La Oficina de la Secretaria de la Ciudad debe recibir las solicitudes. Un candidato para el Consejo Municipal debe satisfacer los requisitos indicados en la Sección 141.001 “Requisitos de elegibilidad para ocupar un cargo público” del Código Electoral de Texas además de los de la Sección 6.02 “Postularse a un cargo” de la Carta Orgánica de la Ciudad de Friendswood, Texas.
02/16/2025	Último día para presentar una solicitud para obtener un lugar en la boleta de votación a las 5:00 P.M. en la Oficina de la Secretaria de la Ciudad en la Alcaldía.
02/14/2025	Último día para que un candidato por escrito presente una solicitud para un lugar en la boleta de votación. La Oficina de la Secretaria de la Ciudad debe recibir la solicitud antes de las 5:00 P.M
02/21/2025	Último día para tramitar el retiro de un candidato en la Oficina de la Secretaria de la Ciudad antes de las 5:00 P.M. Sorteo para candidatos a las 5:15 p.m. en la Cámara de Consejo en la Alcaldía.
04/03/2025	Fecha establecida para presentar el primer Informe de contribuciones y desembolsos de campaña de un candidato con opositores (30 días antes de la Elección). Fecha límite para registrarse para votar para la Elección del 3 de mayo de 2025 (deben acudir al Registro de Votantes del condado de residencia).
04/22/2025	Último día para solicitar (por correo postal o fax) una boleta de votación anticipada para votar por correo postal; las solicitudes deben ser recibidas por la Secretaria del Condado de Galveston o el Administrador de Elecciones del Condado de Harris, dependiendo de cuál sea el condado de residencia del votante registrado. La solicitud debe ser recibida y no simplemente matasellada para esta fecha.
4/21 – 04/29	Fecha establecida para presentar el segundo Informe de contribuciones y desembolsos de campaña (8 días antes de la elección)
04/25/2025	Período de votación anticipada en persona (el cronograma puede variar según cada condado)
05/03/2025	Día de Elección (7:00 a.m. a 7:00 p.m.)
05/14/2025	Último día para el escrutinio de la elección, el Consejo Municipal es la autoridad de escrutinio que hará el escrutinio y declarará los resultados de la elección en la asamblea del consejo publicada en conformidad con la Ley de Asambleas Públicas.
05/14/2025	Juramento al cargo de los concejales ingresantes en la asamblea ordinaria del Consejo Municipal y primera asamblea de los funcionarios recién electos.
Cualquier momento después de la elección	Informe final de contribuciones y desembolsos de campaña.



FRIENDSWOOD 市

市秘書長辦公室

收件人: 申報市議員第四(4)和六(6)號席位的候選人
發件人: Leticia Brysch, 市秘書長
日期: 2024 年 12 月 6 日
主題: 2025 年 5 月 3 日 Friendswood 市普通選舉的選舉資訊和表格

隨附和/或所附材料包含 2025 年 5 月 3 日 Friendswood 市普通選舉市議員第四(4)和六(6)號席位的相關資訊和表格。請仔細閱讀這些資訊，因為這套資料包含了與整個選舉過程有關的日期、表格和其他資訊。這套候選人資料包含以下資訊：

1. Friendswood 市常見問題 (FAQ)
2. 申請選票席位截止日期通知
3. 候選人資格
4. 《Texas 州選舉法》第 141.001 節「公職資格要求」
5. 選票席位申請
6. Friendswood 市憲章第 6.02 節「申請公職」
 - a. 用於發起人簽名的請願書說明和表格
 - b. 公開披露表
7. 候選人任命競選財務主管之說明和表格
8. 候選人/在職官員財務報告之說明和表格
 - a. 向地方申報機構申報的候選人和在職官員之競選財務指南
 - b. Texas 州道德委員會 2022 年與選舉有關的報告之提交時間表
9. 公平競選行為守則之說明和表格
 - a. 《Texas 州選舉法》第 15 條「公平競選行為」
 - b. 《Texas 州選舉法》第 258 章「規範政治資金和競選」
10. 選票席位抽籤通知
11. 候選人退選證明書之說明和表格
12. Friendswood 市地圖
13. Friendswood 市憲章
14. Friendswood 市《標誌法案》附錄 A 第 15.4 節「臨時政治標誌」
15. Texas 州道德委員會標誌和政治廣告

候選人有責任熟悉適用於公職競選的法律法規。市秘書長的職責僅限於接受和歸檔各類申請、具結書及聲明，並在其上注明歸檔的日期和時間。這些文件屬於公共記錄，任何人可憑藉《Texas 州公共資訊法案》進行查閱。如果您需要競選法律方面的幫助，可聯繫州務卿選舉處，電話號碼：1-800-252-VOTE，電子郵件地址：<http://sos.state.tx.us>。

如需瞭解與競選財務法律和報告要求有關的資訊，請撥打 1-800-252-8506 聯繫 Texas 州道德委員會，也可前往 <http://www.ethics.state.tx.us> 獲取其線上服務。

最後，如果您申請選票席位，請向市秘書長提供一張候選人照片以及不超過 500 字的電子版簡歷，以便在本市的候選人網頁上公佈。如需瞭解有關選舉的更多資訊，請聯繫市秘書長辦公室，您可以發送電子郵件至 citysecretary@friendswood.com 或致電 281-996-3270。

祝各位好運！

請注意以下重要日期：

01/15/2025	提交選票席位申請的第一天。申報材料須由市秘書長辦公室收訖。市議會候選人須符合《Texas 州選舉法》第 141.001 節「公職資格要求」以及 Texas 州 Friendswood 市憲章第 6.02 節「申請任職」中規定的要求。
02/14/2025	提交選票席位申請的最後一天，截止時間是下午 5:00，地點在市政廳的市秘書長辦公室。
02/18/2025	自填候選人提交選票席位申請的最後一天。申報材料須於下午 5:00 前送達市秘書長辦公室。
02/21/2025	候選人退選的最後一天，須於下午 5:00 前提交至市秘書長辦公室。 候選人抽籤於下午 5:15 舉行，地點在市政廳的議會廳
04/03/2025	有競爭對手的候選人提交第一份「競選捐款和支出報告」的截止日期（選舉前 30 天）。 2025 年 5 月 3 日選舉的投票登記截止日期（必須在居住縣的選民登記官處登記）。
04/22/2025	申請以郵寄方式投票之提前投票選票的最後一天（通過郵件或傳真申請）；申請書須送達 Galveston 縣的縣行政書記官或 Harris 縣的選舉行政官（具體取決於登記選民所居住的縣）。必須在此日期前收到申請，而不僅僅以當日郵戳為憑。
4/21 - 04/29	提交第二份「競選捐款和支出報告」的截止日期（選舉前 8 天）。
04/25/2025	親自出席提前投票期（時間表可能因各縣而異）
05/03/2025	選舉日（上午 7:00 至晚上 7:00）
05/14/2025	審核選票的最後一天。市議會是審核機構，將在根據《公開會議法案》發布的議會會議上審核並宣佈選舉結果。
05/14/2025	新任市議員在市議會例會上宣誓就職，並舉行新當選官員的第一次會議。
選舉後的任何時間	提交最後一份「競選捐款和支出報告」。



THÀNH PHỐ FRIENDSWOOD

VĂN PHÒNG THƯ KÝ THÀNH PHỐ

GỬI: Ứng viên Nộp đơn tranh cử cho Vị trí Ủy viên Hội đồng Số Bốn (4) và Sáu (6)
NGƯỜI GỬI: Leticia Brysch, Thư Ký Hội Đồng Thành Phố
NGÀY: Ngày 6 tháng Mười Hai, 2024
VỀ VIỆC: Thông tin Bầu cử và các mẫu điền cho Cuộc Tổng tuyển cử, ngày 3 tháng 5 năm 2025, Thành phố Friendswood

Các tài liệu đính kèm và / hoặc kèm theo chứa thông tin và các mẫu điền cho cuộc Tổng tuyển cử ngày 3 tháng 5 năm 2025, Thành phố Friendswood cho các vị trí Thành viên Hội đồng thành phố vị trí số Bốn (4) và Sáu (6). Vui lòng xem lại kỹ thông tin vì tập tài liệu này chứa các ngày tháng, mẫu điền liên quan và các thông tin khác liên quan đến quá trình bầu cử từ đầu đến cuối. Tập tài liệu dành cho ứng viên bao gồm những thông tin sau đây:

1. Các câu hỏi thường gặp (FAQ) Thành Phố Friendswood
2. Thông Báo Thời Hạn Nộp Đơn Xin Ghi Tên trong Lá Phiếu
3. Trình Độ Năng Lực của Ứng Cử Viên
4. Bộ Luật Bầu Cử Texas, Mục 141.001, Các Yêu Cầu về Trình Độ Năng Lực cho Chức Vụ trong Chính Quyền
5. Đơn Xin ghi tên tranh cử trên Lá phiếu
6. Hiến Chương Thành Phố Friendwood, Mục 6.02 Nộp Đơn Xin Tranh Cử vào Chức Vụ trong Chính Quyền
 - a. Hướng dẫn Nộp đơn và Mẫu điền cho Chữ ký của bên Tài trợ
 - b. Mẫu điền tiết lộ thông tin
7. Hướng dẫn và Mẫu điền Bổ nhiệm Thủ quỹ Chiến dịch Tranh cử của Ứng viên
8. Hướng dẫn và Mẫu điền cho Báo cáo Tài chánh của Ứng viên/Người giữ chức vụ
 - a. Hướng dẫn Tài chánh của Chiến dịch Tranh cử dành cho Ứng viên và Người giữ chức vụ Nộp hồ sơ với Cơ quan nộp hồ sơ Tranh cử Địa phương
 - b. Ủy ban Đạo đức Texas 2022 Lịch trình nộp Báo cáo do Liên quan đến Bầu cử
9. Hướng dẫn và Mẫu điền cho Bộ Quy Tắc về Các Phương Thức Tổ Chức Chiến Dịch Tranh Cử Công Bằng
 - a. Tiêu đề 15, Bộ luật Bầu cử Texas, Các Phương Thức Tổ Chức Chiến Dịch Tranh Cử Công Bằng
 - b. Chương 258, Bộ luật bầu cử Texas, Quản lý Ngân quỹ và chiến dịch vận động chính trị
10. Thông Báo về Việc Rút Thăm Xác Định Vị Trí Ghi Tên trên Lá Phiếu
11. Hướng dẫn và Mẫu điền cho Chứng nhận Rút lui của Ứng Cử Viên
12. Bản đồ Thành Phố Friendswood
13. Hiến chương Thành Phố Friendswood
14. Quy Tắc về Biểu Hiệu của Thành Phố Friendwood, Phụ lục A, Mục 15.4 "Các biểu hiệu vận động chính trị tạm thời"
15. Quảng cáo Vận động Chính trị & Biểu hiệu của Ủy ban Đạo Đức Texas

Ứng viên có nhiệm vụ làm quen với các điều luật áp dụng cho các chiến dịch tranh cử vào chức vụ trong chính quyền. Nhiệm vụ của Thư ký Thành phố chỉ giới hạn ở việc chấp nhận và nộp đơn xin, bản khai chứng thệ, và các bản tuyên ngôn khác nhau, đồng thời lưu ý ngày và giờ nộp đơn. Những tài liệu này là hồ sơ công cộng và được công khai để kiểm tra bởi bất kỳ người nào theo Đạo luật Thông tin Công cộng Texas. Nếu quý vị cần hỗ trợ về luật liên quan đến chiến dịch vận động, số điện thoại của Tổng trưởng Tiểu bang, Phân ban Bầu cử, là 1-800-252-VOTE; địa chỉ email là <http://sos.state.tx.us>.

Thông tin liên quan đến luật tài trợ chiến dịch và các yêu cầu báo cáo là do Ủy ban Đạo đức Texas giải quyết tại số 1-800-252-8506 hoặc qua dịch vụ trực tuyến của ủy ban tại <http://www.ethics/state/tx/us>.

Cuối cùng, nếu quý vị nộp đơn xin ghi tên trên lá phiếu, vui lòng cung cấp cho Thư ký Thành phố ảnh và tiểu sử ứng cử viên không quá 500 từ theo định dạng điện tử để đưa lên trang web Ứng cử viên của Thành phố. Để biết thêm thông tin liên quan đến bầu cử, vui lòng liên lạc với Văn Phòng Thư Ký Thành Phố tại citysecretary@friendswood.com hoặc tại 281-996-3270.

Chúc tất cả quý vị may mắn!

Hãy ghi lại những ngày quan trọng sau đây:

01/15/2025	Ngày đầu tiên nộp đơn xin ghi tên trên lá phiếu: Văn phòng Thư ký Thành phố phải nhận được hồ sơ nộp. Một ứng cử viên tranh cử vào Hội đồng Thành phố phải đáp ứng các yêu cầu được ghi trong Bộ luật Bầu cử Texas, Mục 141.001 “Yêu cầu về Tình trạng hội đủ điều kiện cho Chức vụ trong Chính quyền” cũng như Mục 6.02 “Nộp đơn xin Tranh cử” của Hiến chương Thành phố Friendswood, Texas.
02/14/2025	Ngày cuối cùng nộp đơn xin ghi tên trên lá phiếu vào lúc 5 giờ chiều tại Văn phòng Thư ký Thành phố, Tòa thị chánh.
02/18/2025	Hạn chót nộp đơn xin ghi tên tranh cử trong lá phiếu theo diện ứng cử viên ghi thêm. Văn phòng Thư ký Thành phố phải nhận được hồ sơ nộp trễ nhất là 5 giờ chiều.
02/21/2025	Ngày hạn chót nộp Đơn Rút lui Tranh cử cho Văn phòng Thư ký Thành phố trễ nhất là 5 giờ chiều. Ứng cử viên Rút thăm lúc 5:15 chiều tại Phòng họp của Hội đồng thành phố, Tòa thị chánh.
04/03/2025	Ngày hạn chót nộp Báo cáo đầu tiên về Các Khoản Đóng Góp và Chi Tiêu cho Chiến Dịch Tranh cử của Ứng Viên Có Đối Thủ Tranh Cử (30 ngày trước Cuộc Bầu Cử). Thời hạn ghi danh bỏ phiếu cho Cuộc Bầu Cử ngày 3 tháng Năm, 2025 (Phải ghi danh với Văn Phòng Ghi Danh cử Tri của quận nơi cư ngụ).
04/22/2025	Ngày cuối cùng nộp đơn (bằng thư hoặc fax) xin lá phiếu bầu sớm để bỏ phiếu qua đường bưu điện; Đơn đăng ký phải được Thư ký Quận của Quận Galveston hoặc Cơ quan Quản lý Bầu cử Quận Harris nhận, tùy thuộc vào quận mà cử tri đã ghi danh bỏ phiếu hiện đang cư trú. Đơn xin phải được nhận trễ nhất là vào ngày này chứ không phải là theo con dấu bưu điện vào ngày này.
4/21 – 04/29	Ngày hạn chót nộp Báo cáo thứ hai về Các Khoản Đóng Góp và Chi Tiêu cho Chiến Dịch Tranh cử (8 ngày trước Cuộc Bầu Cử).
04/25/2025	Giai đoạn Đích thân tới bỏ phiếu sớm (lịch trình có thể khác nhau tùy theo quận)
05/03/2025	Ngày Bầu Cử (7 giờ sáng đến 7 giờ tối)
05/14/2025	Ngày cuối cùng kiểm phiếu cho cuộc bầu cử, Hội đồng thành phố là cơ quan thẩm quyền kiểm phiếu bầu sẽ kiểm phiếu và tuyên bố kết quả của cuộc bầu cử tại một cuộc họp hội đồng được đăng thông báo theo Đạo luật Nhóm họp Công khai.
05/14/2025	Thủ tục tuyên thệ của các thành viên hội đồng sắp vào tại Cuộc Họp Thường Lệ của Hội Đồng thành Phố và buổi gặp đầu tiên của các viên chức vừa trúng cử.
Bất kỳ lúc nào sau bầu cử	Báo cáo cuối cùng về Các Khoản Đóng Góp và Chi Tiêu cho Chiến Dịch Tranh cử.

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: December 2, 2024

Date submitted: 11/22/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Recognize Engineering Director, Jil Arias, for being a presenter at the Environmental & Water Resources Institute's Houston Conference.

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

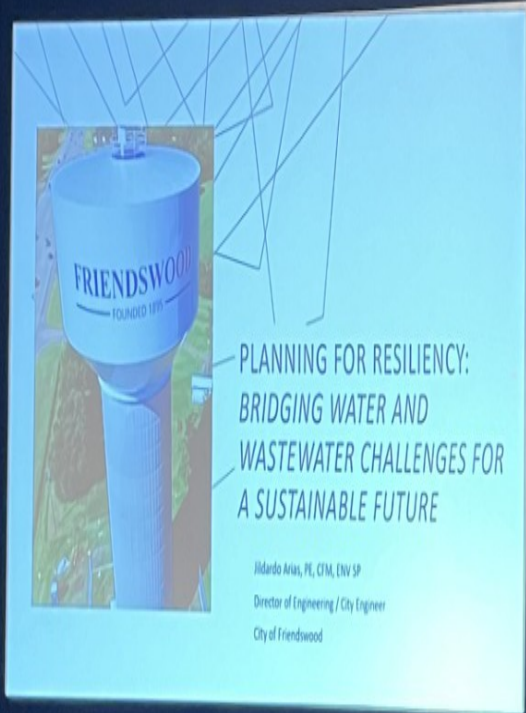
The City Manager will recognize Engineering Director, Jil Arias, for his presentation at the Environmental & Water Resources Institute's Houston Conference with a presentation on "Planning for Resiliency: Bridging Water and Wastewater Challenges for a Sustainable Future.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Arias EWRI Presentation



**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: December 2, 2024

Date submitted: 11/22/2024

Prepared by: Morad Kabiri, City Manager

Subject: Present an update regarding the City's GIS and Property Records Integration.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

I would like to recognize Dee Valdovinos in CSO and Diana Lopez in CDD on completing a long anticipated GIS and City-Property/Easement integration project. The City's GIS system now contains the records of all our recorded instruments, along with a link to the actual documents in Laserfiche.

This information is only available internally, but will greatly enhance our research capabilities.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. GIS - Property Records

Deeds:

Zoom to

Deed - Goodman, J.B. & Mildred D. - 50315

Parcel: 294707

Name: Deed - Goodman, J.B. & Mildred D. - 50315

Property Address:

Creation Date: 4/25/2023, 11:11 AM

Last Modified: 11/21/2024, 5:08 AM

Date: 4/14/1965, 6:00 PM

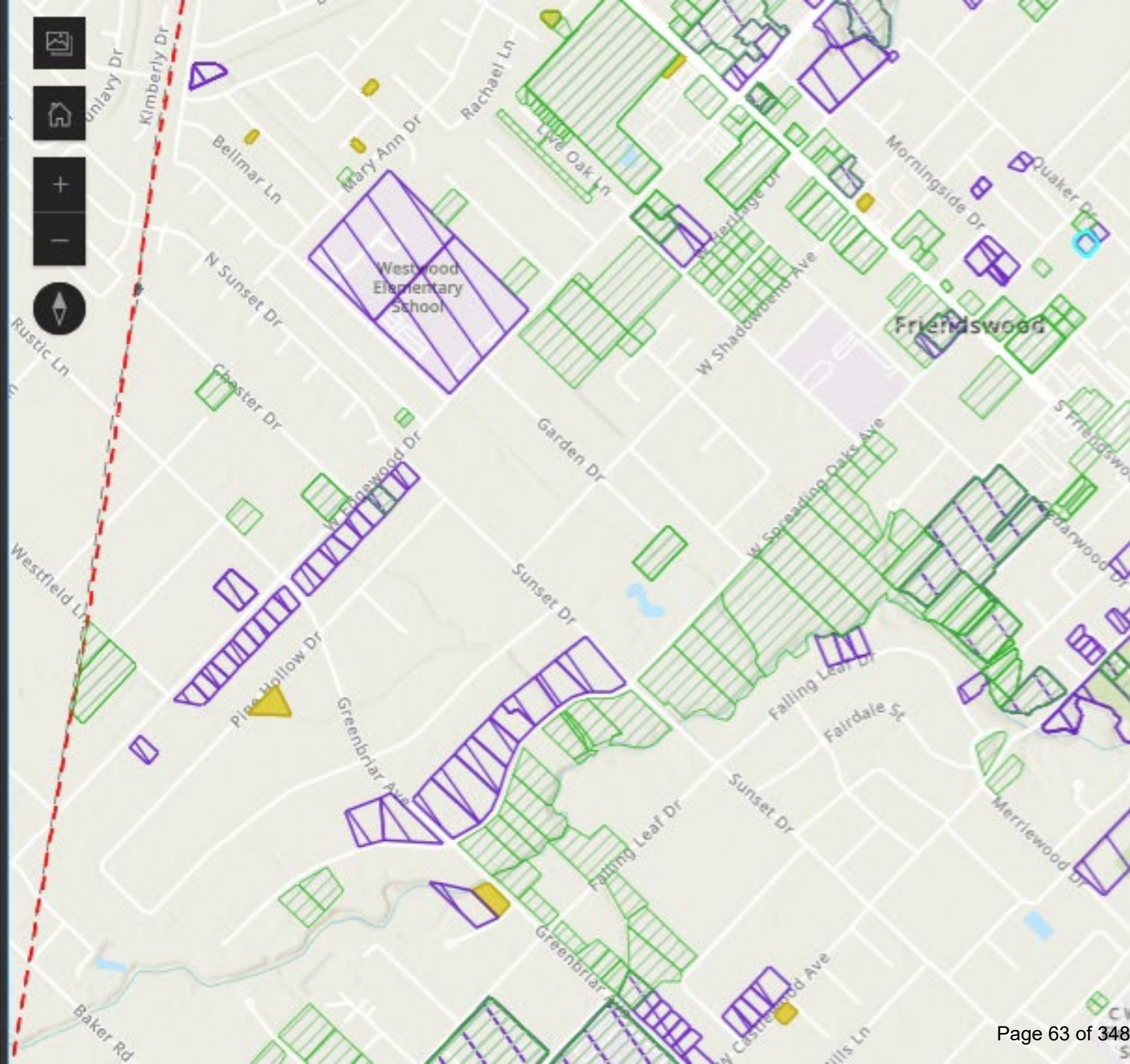
Description: A strip of land 12 feet wide and being the northwest 12 feet out of tracts I and II which were conveyed to the Grantors herein by Harold T. Allman and wife M. Ruth Allman by deed dated July 31, 1963 and recorded in Volume 1583, Page 166 to 168 inclusive of the Deed Records of Galveston County, Texas

Document Type: Sanitary Sewer Easement

Grantee: City of Friendswood

Grantor: J.B. & Mildred D. Goodman

[Open Document](#)



FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: December 2, 2024

Date submitted: 11/21/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider an item directing staff to develop an ordinance amending Chapter 2 "Administration, Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new section to be numbered and entitled Section 2-25 "Appeals" to afford certain decisions of non-advisory boards, commissions, and/or committees, to be appealed to the City Council.

Originating Department: City Attorney

Degree of importance: If directed, staff will draft an ordinance that would amend Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new section to be numbered and entitled Section 2-25 "Appeals" to provide for an appeal of certain decisions of non-advisory boards, commissions, and/or committees, to the City Council.

SUMMARY / ORIGINATING CAUSE

Councilmember Griffon requested that the City Manager place an item on the agenda to consider an ordinance amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new section to be numbered and entitled Section 2-25 "Appeals" to provide for an appeal of certain decisions of non-advisory boards, commissions, and/or committees to the City Council. This item is for discussion purposes in order to gauge the City Council's interest in such an amendment.

If the Friendswood City Code were to be amended for appeals to the City Council, such appeals could relate to decisions of the Construction Board of Adjustment and Appeals and certain decisions of the Planning and Zoning Commission, which do not conflict with state law. Please note that decisions of the Zoning Board of Adjustment by law are appealable directly to state court in compliance with Section 211.011 of the Texas Local Government Code; therefore, its decisions would not be subject to the ordinance.

The ordinance should prescribe the number of days for the appeal to Council to be perfected and require such an appeal as an administrative remedy which must be exhausted prior to filing suit against the City.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: December 2, 2024

Date submitted: 10/28/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider on second and final reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code to update certain fees.

Originating Department: Finance

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance amends Appendix D "Schedule of Fees, Rates, Chares, Deposits, Bond and Insurance" of the Friendswood City Code:

- (a) to add fees for obtaining body-worn camera recordings consistent with Section 70.13 of Title 1 of the Texas Administrative Code;
- (b) to amend the Fee Schedule to update certain fees within the following categories:
 - (1) parks and recreation facility fees and deposits,
 - (2) automated water meter fees, and
 - (3) utility rates consistent with the 2024 utility rate study presented to the City Council on June 3, 2024; and
- (c) to remove the manual water meter fees.

A document showing the changes to the fees is attached to this item.

This is the second and final reading of this proposed ordinance, which was approved on first reading by the City Council at its November 4, 2024, meeting.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Appendix D - Fee Update
2. Appendix D - Changes Redlined
3. Fee Ordinance PP final
4. 2024 1023 Friendswood W WW Rate Study Report FINAL v3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FEE SCHEDULE CONTAINED IN APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE (I) TO ADD FEES FOR OBTAINING BODY-WORN CAMERA RECORDINGS CONSISTENT WITH STATE LAW; (II) TO UPDATE CERTAIN PARKS AND RECREATION FACILITY FEES AND DEPOSITS, AUTOMATED WATER METER FEES, AND WATER UTILITY RATES CONSISTENT WITH THE 2024 UTILITY RATE STUDY; AND (III) TO REMOVE MANUAL WATER METER FEES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

WHEREAS, in order to recover a portion of the cost of providing the services specified herein and in keeping pace with standards adopted by neighboring municipalities, the City Council deems it necessary to revise the fee schedule contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code (the "Fee Schedule") consistent with this ordinance; and

WHEREAS, the City Council desires to amend the Fee Schedule

- (a) to add fees for obtaining body-worn camera recordings consistent with Section 70.13 of Title 1 of the Texas Administrative Code;
- (b) to amend the Fee Schedule to update certain fees within the following categories:
 - (1) parks and recreation facility fees and deposits,
 - (2) automated water meter fees, and
 - (3) water utility rates consistent with the 2024 utility rate study presented to the City Council on June 3, 2024; and
- (c) to remove the manual water meter fees; and

WHEREAS, the City Council finds that the fees referenced herein are reasonable, bear a substantial relationship to the costs of providing such goods and services, and meet all constitutional and statutory requirements applicable to the same; 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 contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to update "Parks and Recreation Facilities – Chapter 58" fees, which fees are amended to read 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
Parks and Recreation Facilities—Chapter 58				
(1)	Leavesley Park Jones Hangar:			
	a.	Deposit (100 percent refundable)	\$500.00	
	b.	Janitorial fee	\$250.00	
	c.	Nonprofit group rental fee (per hour)	\$35.00	
	d.	Resident rental fee (per hour)	\$60.00	
	e.	Nonresident rental fee (per hour)	\$80.00	
(2)	Stevenson Park Gazebo:			
	a.	Cleanup and security deposit (refundable)	\$200.00	
	b.	Resident rental fee	\$50.00	
	c.	Nonresident rental fee	\$100.00	
	d.	Nonprofit group rental fee	\$25.00	
(3)	Stevenson Park Large or Small Pavilion:			
	a.	Cleanup and security deposit (refundable)	\$200.00	
	b.	Resident rental fee	\$75.00	
	c.	Nonresident rental fee	\$175.00	
	d.	Nonprofit group rental fee	\$25.00	
(4)	Stevenson Park Green Space:			
	a.	Deposit (refundable)	\$100.00	
	b.	Rental fee	\$25.00	
(5)	Stevenson Park Basketball Court (1/2 Court):			
	a.	Deposit (refundable)	\$100.00	
	b.	Resident rental fee (per hour)	\$25.00	
	c.	Nonresident rental fee (per hour)	\$30.00	
	d.	Nonprofit group rental fee (per hour)	\$15.00	
(6)	Stevenson Park Sand Volleyball Court or Tennis Courts:			
	a.	Deposit (refundable)	\$100.00	
	b.	Resident rental fee (per hour)	\$20.00	
	c.	Nonresident rental fee (per hour)	\$30.00	
	d.	Nonprofit group rental fee (per hour)	\$15.00	
(7)	Stevenson Park Pickleball Courts:			
	a.	Deposit (refundable)	\$100.00	
	b.	Resident rental fee (per hour)	\$15.00	
	c.	Nonresident rental fee (per hour)	\$20.00	
	d.	Nonprofit group rental fee (per hour)	\$10.00	
(8)	Stevenson Park Pool Exclusive Rental:			
	a.	Lifeguard Fee (per guard per hour)	\$15.00	
	b.	Resident rental fee (per hour)	\$40.00	
	c.	Nonresident rental fee (per hour)	\$50.00	
	d.	Nonprofit group rental fee (per hour)	\$15.00	
(9)	Stevenson Park Pool Wooden Deck Only:			

Description				Amount	Code Section
		a.	Guest fee (per person)	\$2.00	
		b.	Resident rental fee (per hour)	\$10.00	
		c.	Nonresident rental fee (per hour)	\$20.00	
		d.	Nonprofit group rental fee (per hour)	\$5.00	
	(10)		Stevenson Park Pool:		
		a.	Resident fees:		
		i.	Family pass	\$80.00	
		ii.	20 visit pass	\$30.00	
		iii.	Daily visit (all ages)	\$2.00	
		iv.	Seniors (60+)	\$0.00	
		b.	Nonresident fee:		
		i.	Family pass	\$110.00	
		ii.	20 visit pass	\$60.00	
		iii.	Daily visit (all ages)	\$4.00	
		iv.	Seniors (60+)	\$4.00	
	(11)		Old City Park:		
		a.	Cleanup and security deposit (refundable)	\$200.00	
		b.	Resident rental fee	\$75.00	
		c.	Nonresident rental fee	\$175.00	
		d.	Nonprofit group rental fee	\$25.00	
	(12)		Renwick Park:		
		a.	Resident daily rates (per hour/per field)	\$20.00	
		b.	Resident evening rates (5:30—11:00 p.m.) (per hour/per field)	\$30.00	
		c.	Nonresident daily rates (per hour/per field)	\$40.00	
		d.	Nonresident evening rate (5:00—11:00 p.m.) (per hour/per field)	\$50.00	
	(13)		Activity Building:		
		a.	Deposit (100 percent refundable)	\$500.00	
		b.	Janitorial fee	\$250.00	
		c.	Nonprofit group rental fee (per hour)	\$35.00	
		d.	Resident rental fee (per hour)	\$60.00	
		e.	Nonresident rental fee (per hour)	\$80.00	
	(14)		Centennial Park Pavilion:		
		a.	Cleanup and security deposit (refundable)	\$200.00	
		b.	Resident rental fee	\$75.00	
		c.	Nonresident rental fee	\$175.00	
		d.	Nonprofit group rental fee	\$25.00	
	(15)		Centennial Park Evelyn B. Newman Amphitheater:		
		a.	Deposit (100 percent refundable)	\$500.00	
		b.	Janitorial fee	\$250.00	
		c.	Resident rental fee	\$50.00	
		d.	Nonresident rental fee	\$70.00	
		e.	Nonprofit group rental fee (per hour)	\$25.00	
	(16)		Centennial Park Basketball Court (1/2 court):		
		a.	Deposit (refundable)	\$100.00	
		b.	Resident rental fee (per hour)	\$25.00	
		c.	Nonresident rental fee (per hour)	\$30.00	
		d.	Nonprofit group rental fee (per hour)	\$15.00	
	(17)		Centennial Park Fields:		
		a.	Resident daily rates (per hour/per field)	\$20.00	

Description				Amount	Code Section
		b.	Resident evening rates (5:30 - 11:00 p.m.) (per hour/per field)	\$30.00	
		c.	Nonresident daily rates (per hour/per field)	\$40.00	
		d.	Nonresident evening rate (5:30-11:00 p.m.) (per hour/per field)	\$50.00	
	(18)		Corporal Steven Schulz Sportspark Field:		
		a.	Resident daily rates (per hour/per field)	\$20.00	
		b.	Resident evening rates (5:30 - 11:00 p.m.) (per hour/per field)	\$30.00	
		c.	Nonresident daily rates (per hour/per field)	\$40.00	
		d.	Nonresident evening rate (5:00-11:00 p.m.) (per hour/per field)	\$50.00	
	For any facility rental over 75+ people and/or alcohol, an additional security fee will be added of \$81 per hour, per officer at a minimum of 3 hours.				
	The fees for other parks and recreation activities such as special events, summer programs, registration, classes and memberships, may be established by the Department Director, with the consent of the City Manager.				
	The city reserves the right to reduce or eliminate any and all fees for youth organizations, nonprofit organizations and/or city-sponsored events.				

Section 3. That the schedule of fees contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to add a new subsection to be numbered and entitled Subsection (3) "Body-worn camera recording," which subsection shall read 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
...					
Public Information:					
<i>The charges for public information including judicial records are as follows:</i>					
...					
		(3)	<i>Body-worn camera recording:</i>		
		a.	Recording responsive to a public information request	\$10.00	
		b.	Additional charge per minute of audio or video footage responsive to a public information request, if identical information has not already been obtained by a member of the public in response to a request for information	\$1.00/full minute	

Section 4. That the schedule of fees contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to

amend and include Subsections (6) "Water meter fees," (7) "Automated meter antenna replacement – 6' cable," (8) "Automated meter antenna replacement – 20' cable," (9) "Same day service connection (one-time fee per customer request)," (10) "Utility meter removal/pulled meter fee," (11) Meter replacement fee (one-time fee per customer request)," (12) "Proof of residency documentation (per copied page)," (13) "Water Utility Rates," (14) "Wastewater utility rates," (15) "Earthwork Permit," (16) "Sitework Permit—Commercial/Multifamily," (17) "Sitework Permit—Single-Family Residential" in "Utilities – Chapter 86" fees, which subsections shall read 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
Utilities---Chapter 86		

(6)	Water meter fees (cost per meter):		74-52 74-52(d)
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Meter Size	Automated
5/8"	\$382.50
1"	\$457.50
1.5"	\$928.75
2"	\$1,075.00
3"	\$2,950.00
4"	\$3,785.63
6"	\$6,202.54

(7)	Automated meter antenna replacement – 6' cable	\$34.00	
(8)	Automated meter antenna replacement – 20' cable	\$41.00	
(9)	Same day service connection (one-time fee per customer request)	\$75.00	
(10)	Utility meter removal/pulled meter fee	\$100.00	
(11)	Meter replacement fee (one-time fee per customer request)	\$75.00	
(12)	Proof of residency documentation (per copied page)	\$0.10	
(13)	Water utility rates;		

Monthly Minimum Charge—Single-Family Residential				
Meter Size	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Up to 1"	\$23.55	\$25.20	\$26.95	\$28.85
1½"	\$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

Volumetric Rates—Single-Family Residential				
Per 1,000 Gallons	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
0—3,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00
3,001—10,000 gallons	\$3.21	\$3.45	\$3.70	\$3.95
10,001—25,000 gallons	\$4.01	\$4.30	\$4.60	\$4.90
Above 25,000 gallons	\$6.02	\$6.45	\$6.90	\$7.40

Monthly Minimum Charge—Commercial, Multi-Unit (Residential or Commercial)				
Meter Size	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Up to 1"	\$23.55	\$25.20	\$26.95	\$28.85
1½"	\$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

Volumetric Rates—Commercial, Multi-Unit (Residential or Commercial)				
	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Per 1,000 gallons	\$4.90	\$5.25	\$5.60	\$6.00

Monthly Minimum Charge—Irrigation/Sprinkler				
Meter Size	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Up to 1"	\$23.55	\$25.20	\$26.95	\$28.85
1½"	\$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

Volumetric Rates—Irrigation/Sprinkler				
Per 1,000 Gallons	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
0—3,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00
3,001—10,000 gallons	\$4.00	\$4.30	\$4.60	\$4.90
10,001—25,000 gallons	\$4.25	\$4.55	\$4.85	\$5.20
Above 25,000 gallons	\$6.02	\$6.45	\$6.90	\$7.40

	(14)	Wastewater utility rates		
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Wastewater Utility Rates				
Minimum Monthly Charge	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Single-family residential	\$27.96	\$29.90	\$32.00	\$33.30
Residential (multi-unit)	\$27.96	\$29.90	\$32.00	\$33.30
Commercial (single and multi-unit)	\$27.96	\$29.90	\$32.00	\$33.30

Volumetric Rates—Single-Family Residential				
Based on WMA**	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Per 1,000 gallons	\$4.29	\$4.60	\$4.90	\$5.10

Volumetric Rates—Commercial (Single), Multi-Unit* (Residential and Commercial)				
Based on 100% Water Consumption	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Per 1,000 gallons	\$4.29	\$4.60	\$4.90	\$5.10

	(15)	Earthwork Permit	\$50.00	86-392
	(16)	Sitework Permit—Commercial/Multifamily	\$500.00	86-412
	(17)	Sitework Permit—Single-Family Residential	\$250.00	86-412

Section 5. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 6. 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 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 become effective from and after its date of 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 4th day of November, 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 2nd day of December, 2024.

JOE MATRANGA, Mayor Pro Tem

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER City Attorney

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
Administration			
(a)	Zoning Board of Adjustment applications	\$100.00	2-40
Animals			
(a)	<i>License and Registration Fees:</i>		
(1)	Neutered or spayed animals	\$5.00	10-13
(2)	Animal not neutered or spayed	\$10.00	
(3)	Dangerous animal registration	\$50.00	
(4)	Replacement tag	\$3.00	
(b)	<i>Permit Fees:</i>		
(1)	Kennel, less than ten dogs or cats	\$10.00	
(2)	Kennel, ten to 25 dogs or cats	\$15.00	
(3)	Kennel, more than 25 dogs or cats	\$25.00	
(4)	Pet shop/store	\$25.00	
(5)	Riding stable	\$25.00	
(6)	Auction place/facility	\$25.00	
(7)	Performing animal exhibition	\$25.00	
(8)	Zoological park	\$25.00	
(9)	Circus	\$25.00	
(10)	Grooming shop	\$25.00	
(c)	<i>Animal Handling and Shelter Fees:</i>		
(1)	Pick-up	\$15.00	
(2)	Boarding (per day)	\$7.50	
(3)	Owner disposal	\$20.00	
(4)	Owner turn-in	\$25.00	
(5)	Adoption, cats	\$85.00	
(6)	Adoption, dogs	\$100.00	
Buildings and Building Regulations			
(1)	<i>Building Permit Fees (Electrical):</i>		14-162
a.	Permit issuance fee (non-refundable)	\$30.00	
b.	Meter loop, service and four outlets	\$10.00	
c.	Outlets	\$0.35	
d.	Lighting fixtures	\$0.35	
e.	Range receptacle	\$1.00	
f.	Clothes dryer	\$1.00	
g.	Water heater	\$1.00	
h.	Cooking tops	\$1.00	
i.	Ovens	\$1.00	
j.	Garbage disposals	\$1.00	
k.	Dishwashers	\$1.00	
l.	Electric heaters	\$5.00	

Description			Amount	Code Section
	m.	Window air conditioning receptacle	\$4.50	
	n.	Temporary saw pole	\$10.00	
	o.	Temporary cut in	\$15.00	
	p.	Reconnect	\$20.00	
	q.	<i>Motors:</i>		
		Up to but not including ½ hp	\$0.50	
		½ hp and less than 2 hp	\$2.00	
		2 hp and less than 10 hp	\$3.00	
		10 hp and less than 25 hp	\$4.00	
		25 hp and less than 100 hp	\$8.00	
		100 hp and over	\$0.08/hp	
	r.	X-ray machines	\$2.00	
	s.	Signs: Shop inspection, per kva	\$2.00	
	t.	Incandescent and vacuum tube signs, per kva	\$2.00	
	u.	Festoon lighting and streamers, per circuit	\$0.50	
	v.	Swimming pools	\$15.00	
	w.	Reinspection fees	\$35.00	
	x.	Electric furnace	\$5.00	
(2)		<i>Building Permit Fees (Plumbing):</i>		14-252
	a.	Permit issuance fee (non-refundable)	\$30.00	
	b.	Each fixture, floor drain or trap (including all piping)	\$2.50	
	c.	Water connection/water meter installation	\$5.00	
	d.	Sewer connection	\$5.00	
	e.	Replacement or repair of sewer	\$5.00	
	f.	Cesspool	\$5.00	
	g.	Septic tank and seepage pit or drainfield	\$10.00	
	h.	Water heater and/or vent	\$2.50	
	i.	Installation, alteration or repair of water piping and/or water treating equipment	\$5.00	
	j.	Repair or alteration of drainage or vent piping	\$5.00	
	k.	Vacuum breakers or backflow protective devices (1 to 5)	\$2.50	
	l.	Vacuum breakers or backflow protective devices (over 5, each)	\$1.50	
	m.	Grease Trap	\$10.00	
	n.	Annual Gas Test	\$20.00	
	o.	Re-inspection fee	\$35.00	
(3)		<i>Building Permit Fees (Mechanical):</i>		14-275
	a.	Permit issuance fee (non-refundable)	\$30.00	
	b.	New installation of heating, ventilating ductwork, air conditioning and refrigeration systems:		
	1.	5 tons or less (each unit or system)	\$35.00	
	2.	More than 5 tons (per ton)	\$10.00	
	c.	Repairs, alterations and additions to existing system (5 tons or less)	\$25.00	
		More than 5 tons (per ton)	\$5.00	
	d.	Boilers 33,000 Btu (1 BHp) to 165,000 Btu (5 BHp)	\$5.00	
	e.	Boilers 165,001 Btu (5 BHp) to 330,000 Btu (10 BHp)	\$10.00	
	f.	Boilers 330,001 Btu (10 BHp) to 1,165,000 Btu (52 BHp)	\$15.00	
	g.	Boilers 1,165,001 Btu (52 BHp) to 3,300,000 Btu (98 BHp)	\$25.00	
	h.	Boilers over 3,300,000 Btu (98 BHp)	\$35.00	
	i.	Temporary operation inspection fee	\$5.00	

Description			Amount	Code Section
	j.	Reinspection fee	\$5.00	
	k.	Commercial, industrial, institutional kitchen hood/vent system	\$5.00	
(4)		<i>Building Permit Fees (Gas):</i>		14-299
	a.	Permit issuance fee (non-refundable)	\$30.00	
	b.	<i>Gas piping:</i>		
	1.	1 to 4 outlets	\$5.00	
	2.	Over 4 outlets, each	\$1.00	
	c.	Conversion burner, floor furnace, incinerator, boiler, or central heating or air conditioning unit	\$5.00	
		Each additional unit	\$1.00	
	d.	Vented wall furnace or water heater	\$2.50	
		Each additional unit	\$1.00	
	e.	Re-inspection fee	\$35.00	
(5)		<i>Building Permit Fees:</i>		
	a.	Permit issuance fee (all non-trade permits) (non-refundable)	10.00	
		<i>Commercial (new structures, additions, alterations); Permanent Signs:</i>		
	b.	For total valuation of \$1,000.00 and less	\$15.00	
	c.	For total valuation of \$1,001.00 to \$50,000.00, for first \$1,000.00	\$15.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$5.00	
	d.	For total valuation of \$50,001.00 to \$100,000.00, for first \$50,000.00	\$260.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$4.00	
	e.	For total valuation of \$100,001.00 to \$500,000.00, for the first \$100,000.00	\$460.00	
		Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$3.00	
	f.	For total valuation of \$500,001.00 and up, for first \$500,000.00	\$1,660.00	
		Plus, for each additional \$1,000.00 or fraction thereof	\$2.00	
	g.	Plan check fee (non-refundable)	Half of permit fee	
		<i>New Residential; Residential additions and alterations; swimming pool repairs:</i>		
	h.	Habitable space (air conditioned)	.40 per square foot	
	i.	Garage/non-habitable space/Utility (non-air conditioned) - minimum \$25.00 permit fee	.30 per square foot	
	j.	Storage buildings, patios, outdoor kitchens, swimming pool repairs - minimum \$25.00 permit fee	.30 per square foot	
	k.	Plan check fee (non-refundable)	Half of permit fee	
		<i>Miscellaneous Residential Permits (no plan check fee):</i>		
	l.	Foundation repair	\$50.00	
	m.	Re-Roof	\$50.00	
	n.	Fences, walls, driveways, paving	\$75.00	
	o.	Siding repair/replacement	\$50.00	

Description			Amount	Code Section
	p.	Window replacement	\$125.00	
	q.	Solar panel installation	\$125.00	
	r.	Swimming pools (in-ground)	\$475.00	
	s.	Swimming pools (above-ground)	\$125.00	
	t.	Irrigation	\$75.00	
	u.	Generator	\$150.00	
	v.	Moving of any building or structure (0 cubic feet and above)	\$100.00	
	w.	Demolition of buildings or structures	\$50.00	
	x.	Portable/temporary sign permit fee	\$10.00	
		<i>General Permit Fee Policies:</i>		
	y.	Work started without a permit shall be double permit fee.		
	z.	Permit fees based on square footage or value are rounded up the nearest dollar.		
	aa.	Refunds for work abandoned prior to commencement of construction, if request is received prior to expiration of six months from date of permit issuance shall be for the building permit fee only.		
	ab.	Resubmittal fee of plans for miscellaneous (l-x) permits.	½ of original permit fee	
(6)		Construction Board of Adjustment Application	\$300.00	
(7)		After hours inspection (one-time fee for scheduled after hours inspection)	\$100.00	
Businesses				
(1)		<i>Animal establishment permit fees:</i>		10-198
	a.	For each kennel authorized to house less than ten dogs or cats	\$10.00	
	b.	For each kennel authorized to house ten to 25 dogs or cats	\$15.00	
	c.	For each kennel authorized to house over 25 dogs or cats	\$25.00	
	d.	For each pet shop	\$25.00	
	e.	For each riding stable	\$25.00	
	f.	For each auction	\$25.00	
	g.	For each zoological park	\$25.00	
	h.	For each circus	\$25.00	
	i.	For each performing animal exhibition	\$25.00	
	j.	For each grooming shop	\$25.00	
(2)		<i>Peddlers, solicitors, canvassers and itinerant vendors:</i>		
	a.	Registration fee	\$5.00	18-48(b)
	b.	Replacement of registration certificate	\$2.00	18-48(b)
	c.	Identification cards, per card	\$3.00	18-54(c)
Emergency Medical Services				
(1)		<i>Services:</i>		
	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	
	h.	Treat No Transport (TNT)	\$250.00	
	i.	Ground Mileage (per mile)	\$23.00	
(2)		EMS Records – Paper Copies (Patients)	N/C	

Description			Amount	Code Section
	(3)	<i>EMS Records – Paper Copies (Non-Patients):</i>		
	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)	<i>EMS Records – Digital or Electronic Medium:</i>		
	a.	500 pages or less	\$25.00	
	b.	More than 500 pages	\$50.00	
	c.	Mailing, shipping or delivering	Actual Cost	
	(5)	<i>Miscellaneous Other Fees:</i>		
	a.	Affidavit or Certification	\$5.00	
	b.	Written responses to a written set of questions (per set)	\$10.00	
Environment—Chapter 26				
	(1)	Charge for nuisance abatement proceedings	\$75.00	26-128
	(2)	Filing of lien	\$50.00	26-128
	(3)	Application fee for well-drilling permit	\$500.00	26-255(a)
	(4)	Processing fee for well-drilling permit application	\$100.00	26-256(c)
	(5)	Annual inspection fee for oil and gas wells	\$35.00	26-289(m)
Floods—Chapter 34				
	Development Permit (in addition to building and sitework permit fees)			
	(1)	Up to 5 acres	\$150.00	34-22
	(2)	Over 5 acres to 10 acres	\$250.00	34-22
	(3)	Over 10 acres	\$500.00	34-22
Law Enforcement—Chapter 42				
	(1)	Municipal court building security fee (fee against all defendants convicted of a misdemeanor offense by the municipal court)	\$4.90	20-01
	(2)	Municipal court technology fee (fee against each defendant for each conviction of a misdemeanor offense in the municipal court)	\$4.00	20-01
	(3)	Municipal court truancy fee (fee against each juvenile defendant for each conviction of a misdemeanor offense in the municipal court)	\$5.00	20-01
	(4)	Municipal court jury services fee (fee against each defendant for each conviction of a misdemeanor offense in the municipal court)	\$0.10	20-01
Library—Chapter 46				
	(1)	Late Fees		
	a.	Audiobooks	\$0.10 per day/\$5.00 max	
	b.	Books	\$0.10 per day/\$5.00 max	
	c.	CDs	\$0.10 per day/\$5.00 max	
	d.	CD Players	\$0.25 per day/\$5.00 max	
	e.	Dvd/Blu-Rays	\$0.25 per day/\$5.00 max	
	f.	Hotspots	\$0.25 per day/\$5.00 max	
	g.	Interlibrary Loans	\$0.25 per day/\$5.00 max	

Description				Amount	Code Section
		h.	Laptops	\$0.25 per day/\$5.00 max	
		i.	Launchpads	\$0.25 per day/\$5.00 max	
		j.	New Books	\$0.25 per day/\$5.00 max	
		k.	Records	\$0.25 per day/\$5.00 max	
		l.	Tablets	\$0.25 per day/\$5.00 max	
		m.	Take and Makes	\$0.25 per day/\$5.00 max	
		n.	Video Games	\$0.25 per day/\$5.00 max	
		o.	Projectors	\$5.00 per day	
	(2)		Rental Fees		
		a.	Projectors	\$3.00 per day	
	(3)		Miscellaneous Fees		
		a.	Credit card fee	\$1.25	
		b.	Lost item processing fee	\$5.00	
		c.	Returned check fee	\$35.00	
	(4)		Replacement fees		
		a.	Audiobook Case	\$7.00	
		b.	Audiobook Case (containing over 10 discs)	\$10.00	
		c.	Audiobook Disc replacement	\$10.00	
		d.	Book Jacket	\$2.00	
		e.	CD Jewel Box	\$5.00	
		f.	CD Jewel Box (front cover only)	\$2.00	
		g.	CD Jewel Box (double)	\$6.00	
		h.	CD Player Audio Cable	\$5.00	
		i.	CD Player Case	\$15.00	
		j.	CD Player Power Cable	\$5.00	
		k.	CD Player USB Adapter	\$5.00	
		l.	Digital Audiobook Case	\$10.00	
		m.	DVD Case	\$5.00	
		n.	DVD Case (containing multiple DVDs)	\$6.00	
		o.	Findaway AC Adapter	\$10.00	
		p.	Findaway Bumper	\$9.00	
		q.	Findaway Case	\$8.00	
		r.	Findaway USB Cord	\$7.00	
		s.	Lanyard (Playaway)	\$1.00	
		t.	Lost Book/CD/DVD/Etc.	Replacement cost of item	
		u.	Media Cover	\$2.00	
		v.	Playaway Battery Cover	\$1.00	
		w.	Record Cover	\$1.00	
		x.	Replacement Library Card	\$0.25	
	(5)		Printing Fees		
		a.	3D Printer	\$0.20 per gram (min. \$1.00)	
		b.	Poster Printer	\$0.01 per square inch	

Description				Amount	Code Section
	The City reserves the right to reduce or eliminate any and all library fees or fines for special incentive programs or for item damage due to floods or other natural disaster events.				
Manufactured Homes and Trailers—Chapter 50					
	(1)	Annual mobile home parking permit		\$0.00	50-127(d)
	(2)	Semiannual mobile home parking permit		\$0.00	50-127(d)
	(3)	Refund of parking permits:			50-127(f)
		a.	For less than one month:		
			1. Annual permits	\$0.00	
			2. Semiannual permits	\$0.00	
		b.	For mobile homes in the city more than one month but less than six months (annual permit only)	\$0.00	
	(4)	Service charge for transfer or assignment of mobile home parking permit		\$0.00	50-127(g)
	(5)	Service charge for replacement of lost, etc., mobile home parking permit		\$0.00	50-127(h)
	(6)	Temporary mobile home parking permit		\$0.00	50-128
	(7)	Mobile home park license application investigation fee		\$0.00	50-156
	(8)	Annual license fee for mobile home parks (including license renewal):			
		Mobile home stands: one or more			
Offenses and Miscellaneous Provisions—Chapter 54					
Permit Fee and Permit Renewal Fee					
	Residential site			36.00	
	Commercial site			\$72.00	
	Financial site			\$72.00	
	Educational/government site			No fee	
	Late fee			\$10.00	
	Alarm permit reinstatement fee			½ of permit fee	
False Alarm Fines					
	More than 3 but fewer than 6 in the preceding 12-month period (per alarm)			\$50.00	
	More than 5 but fewer than 8 in the preceding 12-month period (per alarm)			\$75.00	
	Eight or more other false alarms in the preceding 12-month period (per alarm)			\$100.00	
	Monitoring company failure to verify (per incident)			\$100.00	
	False statement by alarm co. employee (per incident)			\$200.00	
	Appeal fee (per appeal)			\$25.00	
	Use of a non-permitted alarm system (per incident)			\$100.00	
	Use of alarm system during alarm permit suspension (per alarm)			\$200.00	
	Failure to comply with or violation of section 54-125 (per incident)			\$200.00	
Parks and Recreation Facilities—Chapter 58					
	(1)	Leavesley Park Jones Hangar:			
		a.	Deposit (100 percent refundable)	\$500.00	
		b.	Janitorial fee	\$250.00	
		c.	Resident Nonprofit group rental fee (per hour)	\$25.00 \$35.00	
		d.	Resident rental fee (per hour)	\$60.00	
		e.	Nonresident rental fee (per hour)	\$80.00	
		f.	Nonresident Nonprofit group rental fee (per hour)	\$60.00	
	(2)	Stevenson Park Gazebo:			

Description				Amount	Code Section
	a.	Cleanup and security deposit (refundable)		\$200.00	
	b.	Resident rental fee		\$50.00	
	c.	Nonresident rental fee		\$75.00 100.00	
	d.	Resident Nonprofit group rental fee		\$0.00 \$25.00	
	e.	Nonresident Nonprofit group rental fee		\$50.00	
(3)		Stevenson Park Large or Small Pavilion:			
	a.	Cleanup and security deposit (refundable)		\$200.00	
	b.	Resident rental fee		\$75.00	
	c.	Nonresident rental fee		\$175.00	
	d.	Resident Nonprofit group rental fee		\$0.00 \$25.00	
	e.	Nonresident Nonprofit group rental fee		\$75.00	
(4)		Stevenson Park Green Space:			
	a.	Deposit (refundable)		\$0.00 \$100.00	
	b.	Resident r Rental fee		\$25.00	
	e.	Nonresident rental fee		\$25.00	
(5)		Stevenson Park Basketball Court (1/2 Court):			
	a.	Deposit (refundable)		\$100.00	
	b.	Resident rental fee (per hour)		\$25.00	
	c.	Nonresident rental fee (per hour)		\$30.00	
	d.	Nonprofit group rental fee (per hour)		\$15.00	
(6)		Stevenson Park Sand Volleyball Court or Tennis Courts:			
	a.	Deposit (refundable)		\$100.00	
	b.	Resident rental fee (per hour)		\$10.00 \$20.00	
	c.	Nonresident rental fee (per hour)		\$15.00 \$30.00	
	d.	Nonprofit group rental fee (per hour)		\$15.00	
(7)		Stevenson Park Pickleball Courts:			
	a.	Deposit (refundable)		\$100.00	
	b.	Resident rental fee (per hour)		\$15.00	
	c.	Nonresident rental fee (per hour)		\$20.00	
	d.	Nonprofit group rental fee (per hour)		\$10.00	
(78)		Stevenson Park Pool Exclusive Rental:			
	a.	Lifeguard Fee (per guard per hour)		\$15.00	
	b.	Resident rental fee (per hour)		\$40.00	
	c.	Nonresident rental fee (per hour)		\$50.00	
	d.	Nonprofit group rental fee (per hour)		\$15.00	
(89)		Stevenson Park Pool Wooden Deck Only:			
	a.	Guest fee (per person)		\$2.00	
	b.	Resident rental fee (per hour)		\$10.00	
	c.	Nonresident rental fee (per hour)		\$20.00	
	d.	Nonprofit group rental fee (per hour)		\$5.00	
(910)		Stevenson Park Pool:			
	a.	Resident fees:			
	i.	Family pass		\$80.00	
	ii.	20 visit pass		\$30.00	
	iii.	Daily visit (all ages)		\$2.00	
	iv.	Seniors (60+)		\$0.00	
	b.	Nonresident fee:			
	i.	Family pass		\$110.00	
	ii.	20 visit pass		\$60.00	
	iii.	Daily visit (all ages)		\$4.00	
	iv.	Seniors (60+)		\$4.00	
(101)		Old City Park:			

Description			Amount	Code Section
	a.	Cleanup and security deposit (refundable)	\$200.00	
	b.	Resident rental fee	\$75.00	
	c.	Nonresident rental fee	\$175.00	
	d.	Resident Nonprofit group rental fee	\$0.00 \$25.00	
	e.	Nonresident Nonprofit group rental fee	\$75.00	
(142)	Renwick Park:			
	a.	Resident daily rates (per hour/per field)	\$20.00	
	b.	Resident evening rates (5:30—11:00 p.m.) (per hour/per field)	\$30.00	
	c.	Nonresident daily rates (per hour/per field)	\$40.00	
	d.	Nonresident evening rate (5:00—11:00 p.m.) (per hour/per field)	\$50.00	
(123)	Activity Building:			
	a.	Cleanup and security deposit Deposit (100 percent refundable)	\$200.00 \$500.00	
	b.	Janitorial fee	\$250.00	
	c.	Nonprofit group rental fee (per hour)	\$35.00	
	d.	Resident rental fee (per hour)	\$100.00 \$60.00	
	e.	Nonresident rental fee (per hour)	\$200.00 \$80.00	
(134)	Centennial Park Pavilion:			
	a.	Cleanup and security deposit (refundable)	\$200.00	
	b.	Resident rental fee	\$75.00	
	c.	Nonresident rental fee	\$175.00	
	d.	Resident Nonprofit group rental fee	\$0.00 \$25.00	
	e.	Nonresident Nonprofit group rental fee	\$75.00	
(145)	Centennial Park Evelyn B. Newman Amphitheater:			
	a.	Cleanup and security deposit deposit (100 percent refundable)	\$500.00	
	b.	Janitorial fee	\$250.00	
	b.c	Resident rental fee	\$250.00 \$50.00	
	d.	Nonresident rental fee	\$350.00 \$70.00	
	d.e.	Resident Nonprofit group rental fee (per hour)	\$25.00	
	e.	Nonresident Nonprofit group rental fee	\$250.00	
(156)	Centennial Park Basketball Court (1/2 court):			
	a.	Deposit (refundable)	\$100.00	
	b.	Resident rental fee (per hour)	\$25.00	
	c.	Nonresident rental fee (per hour)	\$30.00	
	d.	Nonprofit group rental fee (per hour)	\$15.00	
(167)	Centennial Park Fields:			
	a.	Resident daily rates (per hour/per field)	\$20.00	
	b.	Resident evening rates (5:30 - 11:00 p.m.) (per hour/per field)	\$30.00	
	c.	Nonresident daily rates (per hour/per field)	\$40.00	
	d.	Nonresident evening rate (5:30-11:00 p.m.) (per hour/per field)	\$50.00	
(178)	Corporal Steven Schulz Sportspark Field			
	a.	Resident daily rates (per hour/per field)	\$20.00	
	b.	Resident evening rates (5:30 - 11:00 p.m.) (per hour/per field)	\$30.00	
	c.	Nonresident daily rates (per hour/per field)	\$40.00	
	d.	Nonresident evening rate (5:00-11:00 p.m.) (per hour/per field)	\$50.00	

Description		Amount	Code Section
	For any facility rental over 75+ people and/or alcohol, an additional security fee will be added of \$55 <u>\$81</u> per hour, per officer at a minimum of 3 hours.		
	The fees for other parks and recreation activities such as special events, summer programs, registration, classes and memberships, may be established by the Department Director, with the consent of the City Manager.		
	The city reserves the right to reduce or eliminate any and all fees for youth organizations, nonprofit organizations and/or city-sponsored events.		
Public Information:			
<i>The charges for public information including judicial records are as follows:</i>			
(1)	Standard paper copy	\$0.10	
(2)	<i>Nonstandard paper copy:</i>		
a.	Diskette	\$1.00	
b.	Magnetic tape	Actual cost	
c.	Data cartridge	Actual cost	
d.	Tape cartridge	Actual cost	
e.	Rewritable CD (CD-RW)	\$1.00	
f.	Non-rewritable CD (CD-R)	\$1.00	
g.	Digital video disc (DVD)	\$3.00	
h.	JAZ drive	Actual cost	
i.	Other electronic media	Actual cost	
j.	VHS video cassette	\$2.50	
k.	Audio cassette	\$1.00	
l.	Oversize paper copy (e.g.; 11 x17, greenbar, bluebar, not including maps and photographs using specialty paper)	\$0.50	
m.	Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)	Actual cost	
n.	Postal-related expenses necessary to transmit reproduced documents to the requesting party	Actual cost	
o.	Duplicate originals or certified copy of a release given by the City	\$25.00	
p.	Police accident report	\$6.00	
q.	Certified police accident report	\$11.00	
r.	Certified copies (unless specified otherwise in this section)	\$5.00	
(3)	<u><i>Body-worn camera recording:</i></u>		
a.	<u>Recording responsive to a public information request</u>	<u>\$10.00</u>	
b.	<u>Additional charge per minute of audio or video footage responsive to a public information request, if identical information has not already been obtained by a member of the public in response to a request for information</u>	<u>\$1.00/full minute</u>	
	All other charges not specifically mentioned in this subsection shall be the same as those provided in the schedule of fees adopted by the state general services commission in 1 T.A.C. 111.61-111.70; and the definitions and procedures contained in such subsections are hereby adopted by the city.		
	Personnel charges in excess of 36 hours. Notwithstanding any provision contained herein to the contrary, any requestor of public information will be charged personnel costs in accordance with V.T.C.A., Government Code § 552.275 for all time in excess of 36 hours spent by personnel of the city in producing public information to a requestor during a 12-month period commencing on October 1 of each year.		
Solid Waste—Chapter 66			
(1)	Total Residential Bag-96 gal Cart/18 gal Recycle Bin	\$17.41/mo.	66-21
(2)	Additional 18 gallon recycle bin	\$8.54/mo.	
(3)	Total Residential Bag-96 gal Cart/96 Gal Recycle Cart	\$18.73/mo.	
(4)	Commercial rate schedule:		
a.	Lifts per week:		

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

	b.	Containers with casters	\$6.63/mo.	
	c.	Containers with locks or gates, per month	\$9.95/mo.	
	d.	Commercial recycling:		
	1.	Six cubic yards, per month.	\$92.87/mo.	
	2.	Eight cubic yards, per month	\$112.77/mo.	
(3)		Roll off rate schedule:		

Size	Rental per Day	Delivery Fee	Haul Rate
20 cubic yards*	\$5.37	\$59.07	\$296.42
30 cubic yards*	\$5.37	\$59.07	\$356.57
40 cubic yards*	\$5.37	\$59.09	\$424.23
25 cubic yards	\$5.37	\$59.07	\$328.64
35 cubic yards	\$5.37	\$59.07	\$392.01
40 cubic yards	\$5.37	\$59.07	\$424.23

*Open tops only

	(5)	Light commercial collection (1 x week), per month:		\$41.85
	6)	Light commercial collection (2 x week), per month:		\$62.78
	*Commercial rates do not include 8% franchise fee or sales tax.			
Streets, Sidewalks and Other Public Places—Chapter 70				
	(1)	Application fee for applicant seeking vacation of any right-of-way	\$300.00	70-25
	(2)	Excavation permit fee	\$2.00	70-145
Telecommunications—Chapter 78				
	(1)	Monthly charge (per access line)	\$0.94	78-23
	(2)	Monthly fee (per subscriber/customer)	\$0.94	78-23
Network Nodes:				
	(1)	Application Fees:		Ch. 284
	a.	Network Nodes (up to 5 nodes)	\$500.00	
	b.	Each additional network node	\$250.00	
	c.	Node support poles	\$1,000.00	
	(2)	Monthly Fees:		Ch. 284
	a.	Transport Facilities (per network node)	\$28.00	
	(3)	Annual Fees:		Ch. 284
	a.	Per network node	\$250.00	
	b.	Collocation of network nodes on City Service Poles	\$20.00	
Utilities—Chapter 86				
	(1)	Security deposits for water, sewer and/or garbage collection service:		86-1
	a.	Structures with one to five units, per unit (residential owner initiated)	\$100.00	
	b.	Structures with six or more units, first five units	\$400.00	
		Plus, for each unit in excess of five	\$50.00	
	c.	Builders, realtors or other temporary multi-property customers may post a blanket standing deposit of \$500.00 for up to ten		

		accounts. If more than ten accounts are activated, the city may require additional deposits.		
	d.	Hydrant meter use (as security for loan of hydrant meter), refundable if meter is returned in the same working conditions	\$1,200.00	
	e.	Structures with one to five units, per unit (tenant initiated)	\$200.00	
	f.	Structures with one to five units, per unit (commercial customer)	\$250.00	
	(2)	Returned check charge	\$35.00	86-2(1)
	(3)	Disconnection/reconnection of water and/or sewer services	\$50.00	86-2(2)
	a.	After-hours reconnection (customer requested reconnect)	\$75.00	
	(4)	Unauthorized connection or tampering fee (plus costs of repair, etc.)	\$100.00	86-2(4)
	(5)	City-wide impact fees:		74-52 74-52(d)

Meter Size	Water	Sewer	Total
1" Simple	\$3,721	\$1,675	\$5,396
1.5" Simple	\$8,558	\$3,852	\$12,410
2" Compound	\$10,790	\$4,857	\$15,647
3" Compound	\$33,861	\$15,242	\$49,103
4" Compound	\$84,466	\$38,022	\$122,488
6" Compound	\$135,444	\$60,970	\$196,414
8" Compound	\$270,516	\$121,772	\$392,288
10" Compound	\$439,822	\$197,985	\$637,807
12" Compound	\$541,405	\$243,712	\$785,117

	(6)	Water meter fees (cost per meter):				74-52 74-52(d)
		Meter Size	Manual	Automated		
		5/8"	n/a	\$287.50 \$382.50		
		1"	\$155.00	\$330.00 \$457.50		
		1.5"	\$400.00	\$555.56 \$928.75		
		2"	\$500.00	\$680.56 \$1075.00		
		3"	\$2,000.00	\$2,525.00 \$2,950.00		
		4"	\$3,000.00	\$3,206.00 \$3,785.63		
		6"	\$6,000.00	\$5,325.00 \$6,202.54		

	Description	Amount	Code Section
(7)	Automated meter antenna replacement – 6' cable	\$34.00	
(8)	Automated meter antenna replacement – 20' cable	\$41.00	
(79)	Same day service connection (one-time fee per customer request)	\$75.00	
(810)	Utility meter removal/pulled meter fee	\$100.00	
(911)	Meter replacement fee (one-time fee per customer request)	\$75.00	
(102)	Proof of residency documentation (per copied page)	\$0.10	
(143)	Water Utility Rates;		

Monthly Minimum Charge—Single-Family Residential				
Meter Size	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Up to 1"	\$23.55	\$25.20	\$26.95	\$28.85
1½"	\$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

Monthly Minimum Charge—Single-Family Residential				
Meter Size	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
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

Volumetric Rates—Single-Family Residential				
Per 1,000 Gallons	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
0—3,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00
3,001—10,000 gallons	\$3.21	\$3.45	\$3.70	\$3.95
10,001—25,000 gallons	\$4.01	\$4.30	\$4.60	\$4.90
Above 25,000 gallons	\$6.02	\$6.45	\$6.90	\$7.40

Monthly Minimum Charge—Commercial, Multi-Unit (Residential or Commercial)				
Meter Size	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Up to 1"	\$23.55	\$25.20	\$26.95	\$28.85
1½"	\$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

Volumetric Rates—Commercial, Multi-Unit (Residential or Commercial)				
	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Per 1,000 gallons	\$4.90	\$5.25	\$5.60	\$6.00

Monthly Minimum Charge—Irrigation/Sprinkler				
Meter Size	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Up to 1"	\$23.55	\$25.20	\$26.95	\$28.85
1½"	\$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

Volumetric Rates—Irrigation/Sprinkler				
Per 1,000 Gallons	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
0—3,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00
3,001—10,000 gallons	\$4.00	\$4.30	\$4.60	\$4.90

Volumetric Rates—Irrigation/Sprinkler				
Per 1,000 Gallons	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
10,001—25,000 gallons	\$4.25	\$4.55	\$4.85	\$5.20
Above 25,000 gallons	\$6.02	\$6.45	\$6.90	\$7.40

(124) Wastewater utility rates.

Wastewater Utility Rates				
Minimum Monthly Charge	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Single-family residential	\$27.96	\$29.90	\$32.00	\$33.30
Residential (multi-unit)	\$27.96	\$29.90	\$32.00	\$33.30
Commercial (single and multi-unit)	\$27.96	\$29.90	\$32.00	\$33.30

Volumetric Rates—Single-Family Residential				
Based on WMA**	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Per 1,000 gallons	\$4.29	\$4.60	\$4.90	\$5.10

Volumetric Rates—Commercial (Single), Multi-Unit* (Residential and Commercial)				
Based on 100% Water Consumption	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Per 1,000 gallons	\$4.29	\$4.60	\$4.90	\$5.10

(135)	Earthwork Permit	\$50.00	86-392
(146)	Sitework Permit—Commercial/Multifamily	\$500.00	86-412
(157)	Sitework Permit—Single-Family Residential	\$250.00	86-412
Vehicles for Hire—Chapter 90			
(1)	Wrecker service towing fees		90-27
a.	The standard auto wrecker service charge for towing a vehicle to a vehicle storage facility or to the place of business of the auto wrecker, shall not exceed \$85.00; provided, however, if the destination of the tow exceeds 15 miles from the point where the wrecker picked up the tow, the operator shall be permitted to charge an additional fee not to exceed \$2.00 for each mile towed in excess of 15 miles. This charge shall apply whether the tow is performed during the day, at night, on a Saturday or Sunday, or on a holiday. If the police department requires the vehicle to be moved from the location to which it was originally towed to another location within the city, an additional fee, not to exceed \$30.00, may be charged for transferring the vehicle.		

	b.	The service charge for a heavy-duty wrecker performing police-authorized or nonconsent tows, where the services of a heavy-duty wrecker are required, shall not exceed \$125.00 per hour, with a one-hour minimum. The time shall begin at the time of dispatch and end when the vehicle is delivered to the vehicle storage facility or designated location.		
	c.	The service charge for removal and replacement of a tire and wheel assembly required to tow a vehicle shall not [exceed] \$20.00.		
	d.	The service charge for righting an overturned vehicle on level ground shall not exceed \$50.00.		
	e.	The service charge for placement of a vehicle on a dolly or dollies in order to tow the vehicle shall not exceed \$100.00.		
	f.	The service charge for towing a motorcycle shall not exceed \$100.00.		
	g.	The charge for up to two hours work on specialized recoveries of vehicles that are submerged, or in difficult terrain, or in other abnormal locations shall not exceed \$125.00; provided, however, if any such specialized recovery takes more than two hours, the charge shall not exceed \$65.00 per hour.		
	h.	The charge for or the storage, preservation, and any required notifications required of the permitted wrecker operator shall not exceed those charges established from time to time by the Texas Department of Transportation, pursuant to the Texas Vehicle Storage Facility Act, V.T.C.A., Transportation Code § 685.001 et seq.		
(2)		Wrecker permit fee, annually	\$15.00	90-59
Appendix A—Signs				
(1)		Street Banner—Nonrefundable application fee	\$25.00	15(i)
(2)		Street Banner permit fee	\$100.00	15(i)
Appendix B—Subdivisions				
(1)		Master plan	\$200.00	
(2)		Preliminary plat	\$1,000.00	
(3)		Final plat, amending plat, replat, short form final plat	\$500.00	
(4)		Extension of plat approval	\$100.00	
(5)		Vacation of plat	\$300.00	
(6)		Infrastructure plan review	\$500.00	
(7)		Commercial site plan	\$500.00	
(8)		Development permit	\$25.00	
(9)		Per-dwelling unit park dedication fee	\$600.00	
(10)		Tree mitigation fee (per caliper inch)	\$400.00	
(11)		Plat resubmittal fee	\$200.00	
Appendix C—Zoning				
(1)		Specific use permits	\$300.00	
(2)		Planned Unit Development	\$500.00	
(3)		Zone change request	\$300.00	
(4)		Tenant occupancy fee	\$75.00	
(5)		Zoning board of adjustment applications	\$100.00	
(6)		Permit for the conduct of outdoor sales	\$25.00	
(7)		Special events	\$50.00	

Credit Card Payment Processing Convenience Fees			
	Utility service and utility administrative fees paid by debit or credit card (online or in person)	2.5% of fees(s)	
	Municipal court fines and fees paid by debit or credit card (online or in person)	2.5% of fee(s)	
	City services fees (animal control related services, alarm permits, false alarm fines) paid by debit or credit card (online or in person)	2.5% of fee(s)	
	Parks and recreation services fees by debit or credit card (online or in person)	2.5% of fee(s)	
	Building permits related fees paid by debit or credit card (online or in person)	2.5% of fee(s)	

CITY OF FRIENDSWOOD

Fee Update Summary



Utilities

Utilities – Water and Wastewater

- **Utility Cost of Service and Rate Study**
 - Willdan Financial
 - June 3, 2024 City Council Meeting
- **Why is a utility rate increase necessary?**
 - Increased operating costs (including personnel)
 - Aging Infrastructure
 - New debt required to fund estimated CIP over the next 5 years of approximately \$105M



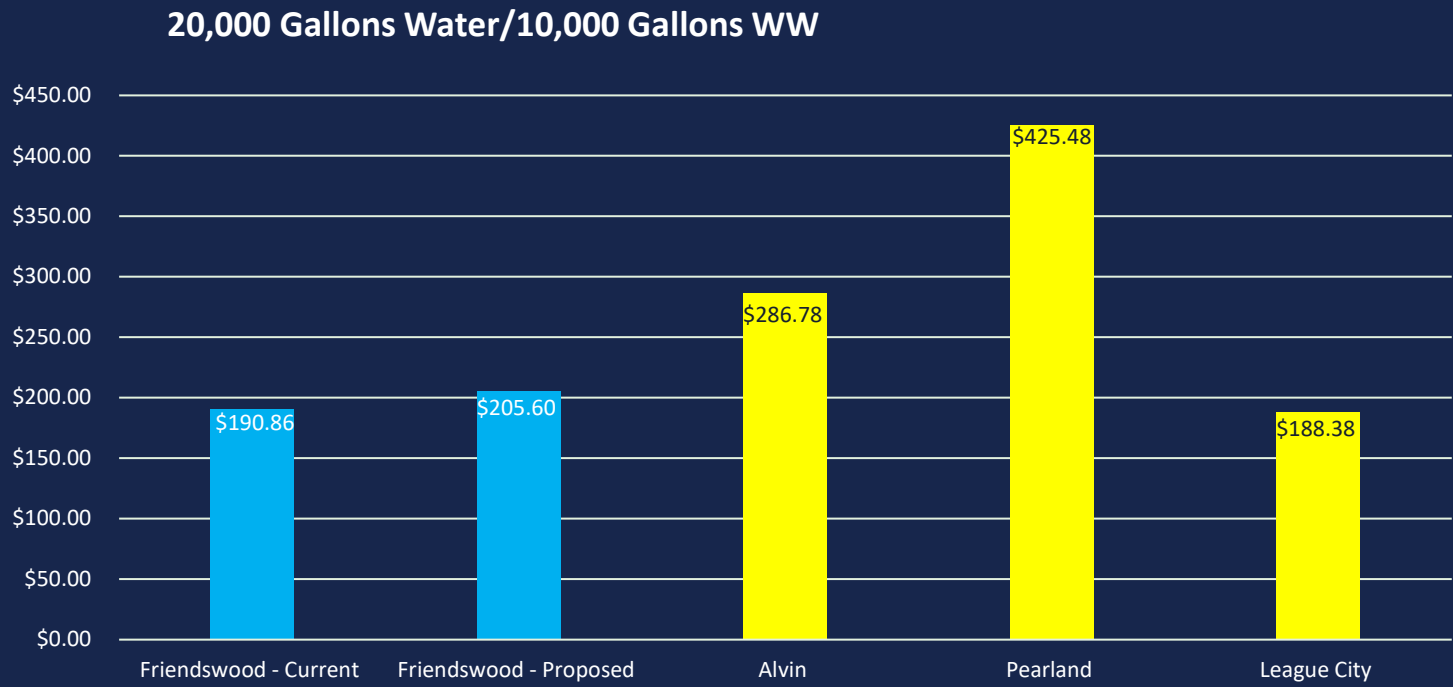
Utilities – Water Meter Fees

- Automated meter fees based on current market
- Eliminates the rates for manual meters
- Adds fee for antenna replacement
 - 6' cable - **\$34**
 - 8' cable - **\$41**

Meter Size	Current	Proposed
5/8"	\$287.50	\$382.50
1"	\$330.00	\$457.50
1.5"	\$555.56	\$928.75
2"	\$680.56	\$1,075.00
3"	\$2,525.00	\$2,950.00
4"	\$3,206.00	\$3,785.63
6"	\$5,325.00	\$6,202.54



Utilities – Current Bi-Monthly Charges – W&S



League City is currently doing a rate study.

Utilities – Water Utility Rates

Monthly Minimum Charge:

- Single Family Residential
- Commercial, Multi-Unit (Residential or Commercial)
- Irrigation/Sprinkler Meter

Increase of ≈7% each year

Meter Size	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Up to 1"	\$23.55	\$25.20	\$26.95	\$28.85
1 ½"	\$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



Utilities – Water Utility Rates

- **Volumetric Rates – Single Family**

Per 1,000 gallons	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
0 - 3,000	\$0.00	\$0.00	\$0.00	\$0.00
3,001 - 10,000	\$3.21	\$3.45	\$3.70	\$3.95
10,001 - 25,000	\$4.01	\$4.30	\$4.60	\$4.90
> 25,000	\$6.02	\$6.45	\$6.90	\$7.40

- **Increase of ≈7% each year**



Utilities – Water Utility Rates

- **Volumetric Rates – Commercial, Multi-Unit (Residential or Commercial)**

Per 1,000 gallons	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
	\$4.90	\$5.25	\$5.60	\$6.00

- Increase of $\approx 7\%$ each year



Utilities – Water Utility Rates

- Volumetric Rates – Irrigation Sprinkler

Per 1,000 gallons	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
0 - 3,000	\$0.00	\$0.00	\$0.00	\$0.00
3,001 - 10,000	\$4.00	\$4.30	\$4.60	\$4.90
10,001 - 25,000	\$4.25	\$4.55	\$4.85	\$5.20
> 25,000	\$6.02	\$6.45	\$6.90	\$7.40

- Increase of ≈7% each year



Utilities – Wastewater Utility Rates

- **Monthly Minimum Charge:**

Single Family Residential

Residential (multi-unit)

Commercial (single and multi-unit)

0 - 3,000 gallons	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
	\$27.96	\$29.90	\$32.00	\$33.30

- **Increase of 4-7% each year**



Utilities – Wastewater Utility Rates

- Volumetric Rates

Single Family Residential, Commercial (Single),
Multi-Unit (Residential and Commercial)

Based on WMA	January 1, 2023	January 1, 2025	January 1, 2026	January 1, 2027
Per 1,000 gallons	\$4.29	\$4.60	\$4.90	\$5.10

- Increase of 4-7% each year



Public Information

Public Information

- **Adds Body-worn camera recording:**
 - Recording responsive to a public information request - **\$10**
 - Additional charge per minute of audio or video footage responsive to a public information request, if identical information has not already been obtained by a member of the public in response to a request for information - **\$1.00/full minute**



Parks & Recreation Facilities

Parks & Recreation Facilities

- **Leavesley Park Jones Hangar**
 - One nonprofit rate
 - **\$35** per hour (\$25 resident nonprofit and \$60 nonresident nonprofit)
- **Stevenson Park Gazebo**
 - Nonresident rental fee will increase from \$75 to \$100
 - One nonprofit rate - **\$25** (\$0 resident nonprofit and \$50 nonresident nonprofit)
- **Stevenson Park Large or Small Pavilion**
 - One nonprofit rate
 - **\$25** per hour (\$0 resident nonprofit and \$75 nonresident nonprofit)



Parks & Recreation Facilities (Cont.)

- **Stevenson Park Green Space**
 - Adds a refundable deposit - **\$100**
 - Rental fee **\$25** (residents, nonresidents & nonprofits)
- **Stevenson Park Basketball Court (1/2 Court)**
 - Adds a nonprofit group rental fee - **\$15** per hour
- **Stevenson Park Sand Volleyball Court or Tennis Courts**
 - Resident rental fee will increase from \$10 to **\$20** per hour
 - Nonresident rental fee will increase from \$15 to **\$30** per hour
 - Adds a nonprofit group rental fee of **\$15** per hour



Parks & Recreation Facilities (Cont.)

- **Stevenson Park Pickleball Courts (New Section)**
 - Deposit (refundable) - **\$100**
 - Resident rental fee (per hour) - **\$15**
 - Nonresident rental fee (per hour) - **\$20**
 - Nonprofit group rental fee (per hour) - **\$10**
- **Stevenson Park Pool Exclusive Rental**
 - Adds nonprofit group rental fee (per hour) - **\$15**
- **Stevenson Park Pool Wooden Deck Only**
 - Adds nonprofit group rental fee (per hour) - **\$5**



Parks & Recreation Facilities (Cont.)

- **Old City Park**
 - One nonprofit rate
 - **\$25** per hour (\$0 resident nonprofit and \$75 nonresident nonprofit)
- **Activity Building**
 - Deposit (100% refundable) of **\$500**
 - Adding a Janitorial fee of **\$250**
 - Previously a refundable cleanup and security deposit of **\$200**
 - Decreasing the resident rental fee from \$100 to **\$60** per hour
 - Decreasing the nonresident rental fee from \$200 to **\$80** per hour



Parks & Recreation Facilities (Cont.)

- **Centennial Park Pavilion**

- There will only be one nonprofit rate
- **\$25** per hour (\$0 resident nonprofit and \$75 nonresident nonprofit)

- **Centennial Park Evelyn B. Newman Amphitheater**

- Cleanup and security deposit of \$500 becomes a 100% reimbursable deposit
- Adds a janitorial fee of **\$250**
- Decreasing the resident rental fee from \$250 to **\$50** per hour
- Decreasing the nonresident rental fee from \$350 to **\$70** per hour
- There will only be one nonprofit rate
- **\$25** per hour (\$25 resident nonprofit and \$250 nonresident nonprofit)



Parks & Recreation Facilities (Cont.)

- **Centennial Park Basketball Court (1/2 Court)**
 - Adding nonprofit group rental fee (per hour) - **\$15**
- **Facility Security – additional security fee for groups 75+ people**
 - From \$55 to **\$81** per hour
 - Based on the average overtime rate of a police officer



Questions or Comments?



City of Friendswood, TX

2024 Water & Wastewater Rate Study



**CITY OF FRIENDSWOOD, TEXAS
WATER AND WASTEWATER RATE STUDY
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Appendix A – Water and Wastewater Rate Model – Proposed Rate Plan

Acknowledgements

During the course of this rate study, several City of Friendswood Mayor and Council and employees expended considerable time and effort in assisting the project team. These employees included Katina Hampton, Rhonda Boskas, Morad Kabiri, Jil Arias, Steve Vavrecka, and Andree Calhoun. The project team owes a debt of gratitude to the hard work, dedication, and professionalism of these and other staff members, without whom this project would not have been successfully completed.

The project team has relied upon the extensive data supplied by the City of Friendswood. Thus, the integrity of the study is largely dependent upon the accuracy of this financial and customer data. Every effort has been made by the project team to validate and confirm the information contained herein prior to the preparation of the final study documents. **This report presents no assurance or guarantee that the forecast contained herein will be consistent with actual results or performances.** These represent forecasts based on a series of assumptions about future behavior and are not guarantees. Any changes in assumptions or actual events may result in significant revisions to the forecast and its conclusions. The cash flow projections and debt service coverage calculations are not intended to present overall financial positions, results of operations, and/or cash flows for the periods indicated, which is in conformity with guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants.

Executive Summary

Background



In October 2023, the City of Friendswood, Texas (the “City”) engaged **Willdan Financial Services** to conduct a water and wastewater rate study and long-term financial plan. The City was interested in developing an updated comprehensive water and wastewater rate plan for Test Year (“TY”) 2024 and beyond. The objective of this study is to develop a long-term rate plan that will enable the City to recover sufficient funds to meet operating expenses, capital outlays, debt service, and coverage requirements, while at the same time to the best extent possible minimizing the impact of any adjustments on ratepayers.

The City identified numerous objectives for this study, including but not limited to the following:

- A comprehensive analysis and evaluation of the water and wastewater systems’ current cost of service and revenue requirements.
- A forecast of operating expenses over the next decade, taking into consideration such factors as inflation, system growth, and increases in staffing levels.
- A thorough review of the water and wastewater systems’ known capital improvement needs, as well as a determination of the need for funding capital requirements through the issuance of long-term debt for the existing identified capital improvements.
- An estimate of current and forecast accounts, volumes, and billing units for the ten-year forecast period.
- A detailed analysis and comparison of the City’s current and proposed rates to rates in other surrounding communities.

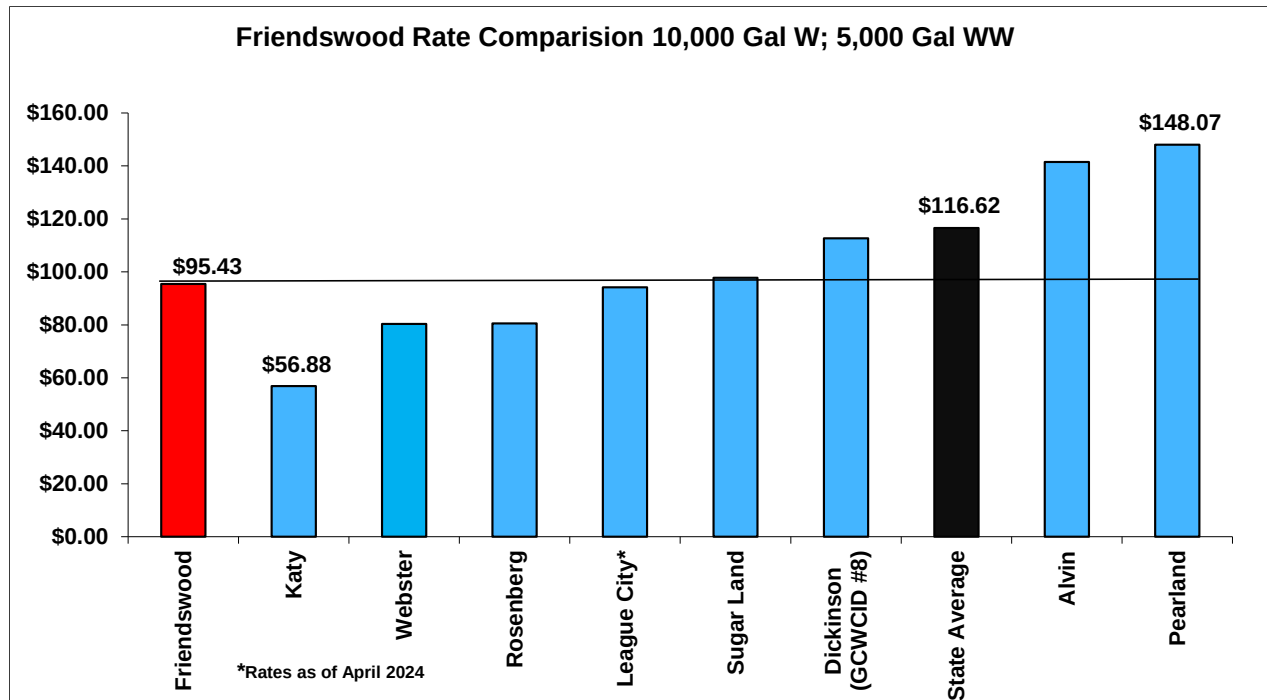
Water and Wastewater Rate Comparison

Table ES-1 and Chart ES-1A compare the City’s monthly water and wastewater charges to surrounding cities in Texas. Volumes of 10,000 gallons for water and 5,000 gallons for wastewater were used for the residential comparison as it represents typical usage levels for an average household. The rate data is based on published rates and ordinances posted by each municipality on their website and the 2023 TML water and wastewater rate survey. These rates do not include sales tax, activation, or other charges beyond the basic minimum and volume charges.

TABLE ES-1

CITY OF FRIENDSWOOD			
MONTHLY RESIDENTIAL CHARGES 10kGal WATER; 5kGal WASTEWATER			
	Water	Wastewater	Total
Friendswood	\$46.02	\$ 49.41	\$ 95.43
League City*	\$60.42	\$ 33.77	94.19
Dickinson (GCWCID #8)	\$78.43	\$ 34.25	112.68
Webster	\$45.88	\$ 34.44	80.32
Pearland	\$81.58	\$ 66.49	148.07
Alvin	\$85.00	\$ 56.50	141.50
Sugar Land	\$64.36	\$ 33.39	97.75
Rosenberg	\$56.28	\$ 24.30	80.58
Katy	\$42.41	\$ 14.47	56.88
Sample Average	\$62.26	\$ 38.56	\$ 50.41
State Average	\$70.96	\$ 45.66	\$ 116.62
* As of April 1, 2024			
Source: Cities' Website & TML 2023 Survey			

CHART ES-1A



Water and Wastewater Customers and Meters – Test Year & Forecast

The majority of the water and wastewater accounts served by Friendswood are residential accounts, with the balance being commercial, sprinkler, and their respective outside groups as well. **Table ES-2** present total water and wastewater accounts for the City for the current period and forecast period.

TABLE ES-2

CITY OF FRIENDSWOOD							
HISTORICAL & FORECAST TOTAL CUSTOMERS							
WATER Customer Classes							
Fiscal Year	Res Inside	Res Outside	Comm Inside	Comm Outside	Sprinkler Inside	Sprinkler Outside	Total
WATER Total Customers							
2021	12,878	6	635	33	656	1	14,209
2022	12,922	6	635	33	660	1	14,258
2023	12,991	6	630	34	663	2	14,326
YE Dec 2023	13,009	6	633	34	662	2	14,346
2024	13,069	6	645	34	656	2	14,412
2025	13,174	6	654	34	656	2	14,526
2026	13,279	6	664	34	656	2	14,641
2027	13,385	6	674	34	656	2	14,757
2028	13,490	6	684	34	656	2	14,872
2029	13,587	6	693	34	656	2	14,978
2030	13,680	6	702	34	656	2	15,080
2031	13,767	6	710	34	656	2	15,176
2032	13,855	6	719	34	656	2	15,272
2033	13,944	6	727	34	656	2	15,369
Fiscal Year	Res In	Res Out	Comm Inside	Comm Out	Other 5	Other 6	Total
WASTEWATER Total Customers							
2021	12,304	4	498	21	-	-	12,827
2022	12,839	4	522	22	-	-	13,387
2023	12,896	4	526	23	-	-	13,449
YE Dec 2023	12,912	4	528	23	-	-	13,467
2024	12,986	4	538	23	-	-	13,551
2025	13,090	4	548	23	-	-	13,665
2026	13,195	4	558	23	-	-	13,780
2027	13,302	4	568	23	-	-	13,896
2028	13,407	4	578	23	-	-	14,011
2029	13,504	4	587	23	-	-	14,118
2030	13,596	4	596	23	-	-	14,219
2031	13,684	4	604	23	-	-	14,315
2032	13,772	4	613	23	-	-	14,411
2033	13,860	4	621	23	-	-	14,509

Net Revenue Requirement

Table ES-3 presents the test year and ten-year forecast for the City's net revenue requirement to be raised from rates for the water and wastewater utility for the test year 2024 and forecast period. The water and wastewater net revenue requirement is expected to increase from **\$18,531,540** in TY 2024 to **\$29,318,036** in FY 2033.

Aside from debt payments, the largest single expense for the water utility is water purchases from the City of Houston (COH). The largest single expense for the wastewater utility is the wastewater conveyance and treatment by Gulf Coast Authority.

TABLE ES-3

CITY OF FRIENDSWOOD									
CURRENT AND FORECAST NET REVENUE REQUIREMENT									
	Operating & Capital Expenses	COH Costs	Gulf Coast Costs	Capital Outlays	Debt Service	Transfers & Contingencies	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
WATER Revenue Requirement									
2024	\$3,149,469	\$2,653,885	\$ -	\$ 84,939	\$ 4,163,100	\$ 1,266,583	\$ 11,317,976	\$ 675,936	\$ 10,642,040
2025	3,247,745	2,769,998	-	87,487	4,523,255	1,304,580	11,933,066	675,936	11,257,130
2026	3,349,245	2,892,949	-	90,112	5,557,594	1,343,717	13,233,617	675,936	12,557,681
2027	3,454,085	3,023,141	-	92,815	5,990,762	1,384,029	13,944,833	675,936	13,268,897
2028	3,562,390	3,160,596	-	95,600	6,255,251	1,425,550	14,499,386	675,936	13,823,450
2029	3,674,285	3,304,394	-	98,468	6,985,335	1,468,316	15,530,799	675,936	14,854,863
2030	3,789,906	3,455,391	-	101,422	7,299,112	1,512,366	16,158,196	675,936	15,482,260
2031	3,909,390	3,613,869	-	104,465	5,512,207	1,557,737	14,697,668	675,936	14,021,732
2032	4,032,885	3,781,401	-	107,599	5,513,817	1,604,469	15,040,171	675,936	14,364,235
2033	4,160,542	3,958,508	-	110,827	5,513,094	1,652,603	15,395,574	675,936	14,719,638
WASTEWATER Revenue Requirement									
2024	2,615,870	-	2,998,739	86,845	1,155,175	1,266,583	8,123,212	233,712	7,889,500
2025	2,695,810	-	3,148,676	89,450	2,137,360	1,304,580	9,375,877	233,712	9,142,165
2026	2,778,237	-	3,306,110	92,134	3,504,365	1,343,717	11,024,563	233,712	10,790,851
2027	2,863,229	-	3,471,416	94,898	4,226,799	1,384,029	12,040,371	233,712	11,806,659
2028	2,950,871	-	3,644,987	97,744	4,521,519	1,425,550	12,640,671	233,712	12,406,959
2029	3,041,247	-	3,827,236	100,677	4,617,824	1,468,316	13,055,300	233,712	12,821,588
2030	3,134,448	-	4,018,598	103,697	4,878,254	1,512,366	13,647,362	233,712	13,413,650
2031	3,230,563	-	4,219,528	106,808	4,984,526	1,557,737	14,099,162	233,712	13,865,450
2032	3,329,690	-	4,430,504	110,012	4,982,616	1,604,469	14,457,291	233,712	14,223,579
2033	3,431,926	-	4,652,029	113,313	4,982,239	1,652,603	14,832,110	233,712	14,598,398
TOTAL Revenue Requirement									
2024	5,765,339	2,653,885	2,998,739	171,784	5,318,275	2,533,165	19,441,188	909,648	18,531,540
2025	5,943,555	2,769,998	3,148,676	176,938	6,660,615	2,609,160	21,308,943	909,648	20,399,295
2026	6,127,481	2,892,949	3,306,110	182,246	9,061,959	2,687,435	24,258,180	909,648	23,348,532
2027	6,317,315	3,023,141	3,471,416	187,713	10,217,561	2,768,058	25,985,204	909,648	25,075,556
2028	6,513,261	3,160,596	3,644,987	193,344	10,776,770	2,851,100	27,140,057	909,648	26,230,409
2029	6,715,533	3,304,394	3,827,236	199,145	11,603,159	2,936,633	28,586,099	909,648	27,676,451
2030	6,924,353	3,455,391	4,018,598	205,119	12,177,366	3,024,731	29,805,558	909,648	28,895,910
2031	7,139,954	3,613,869	4,219,528	211,273	10,496,733	3,115,473	28,796,829	909,648	27,887,181
2032	7,362,575	3,781,401	4,430,504	217,611	10,496,433	3,208,938	29,497,462	909,648	28,587,814
2033	7,592,468	3,958,508	4,652,029	224,139	10,495,333	3,305,206	30,227,684	909,648	29,318,036

Table ES-4 presents the assumptions for the bond issues to help fund Friendswood's CIP projects. The table reveals that revenue bond issues totaling \$105,350,000 for the currently identified water and wastewater system capital improvements.

Table ES-4

CITY OF FRIENDSWOOD FORECAST 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

It should be noted that if the City materially revises its CIP, the rate plan may be subject to potentially significant revision.

Water and Wastewater Rate Design

The water and wastewater rates developed in this study are designed to recover the test year and forecast revenue requirement while providing funding for the current identified capital, transfers, and debt service. The following is notable regarding this rate proposal:

- While the rate model presents a forecast of rates for ten years, **the project team recommends that the City adopt a 3-year rate plan**, with rates to be automatically implemented annually on January 1, 2025 to January 1, 2027.
- Because of the potential for unexpected events, the project team recommends that the City not commit itself to a rate plan beyond three years. Further, the project team recommends that the City periodically review these rates during the next three years, to incorporate any changes to costs, volumes, or growth assumptions that may occur during that time.
- The most significant impact on rates will be debt issued to fund the CIP. The impact on rates will be debt issued to fund the CIP debt service that will be fully funded through rates.
- The second largest impact on rates will be the COH & Gulf Coast water and wastewater cost increases.

Significant changes to the debt service and COH & Gulf Coast forecast costs may require adjustments to the recommended rate plan.

Table ES-5 presents a summary of the water rate plan proposed for both inside and outside City Residential customers. **Table ES-6** presents a summary of the water rate plan proposed for non-residential customers and **Table ES-7** is the proposed rate plan for wastewater customers. **Table ES-8** presents the customer rate impact assuming the rate plan structure is adopted by City Council.

TABLE ES-5

CITY OF FRIENDSWOOD					
PROPOSED WATER AND WASTEWATER RATE PLAN					
		Current	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27
WATER					
Water Rates Residential Inside					
Monthly Minimum Charge (3,000 Gallons Included)					
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
Volume Rate Per 1,000 Gal					
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 -- Residential Outside					
Monthly Minimum Charge (3,000 Gallons Included)					
3/4"	\$	35.33	\$ 37.80	\$ 40.45	\$ 43.30
1"		35.33	37.80	40.45	43.30
1 1/2"		138.14	147.85	158.20	169.30
2"		221.15	236.65	253.20	270.90
3"		397.80	425.65	455.40	487.30
4"		650.15	695.65	744.30	796.45
6"		1,281.03	1,370.70	1,466.65	1,569.30
8"		2,038.08	2,180.80	2,333.40	2,496.75
Volume Rate Per 1,000 Gal					
1	3,000	-	-	-	-
3,001	10,000	4.82	5.20	5.55	5.95
10,001	25,000	6.02	6.45	6.90	7.35
25,001	Above	9.03	9.70	10.35	11.10

TABLE ES-6

CITY OF FRIENDSWOOD PROPOSED WATER AND WASTEWATER RATE PLAN					
		Current	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27
WATER					
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
<u>Volume Rate Per 1,000 Gal</u>					
1	Above	4.90	5.25	5.60	6.00
Water Rates - Commercial Outside					
<u>Monthly Minimum Charge</u>					
3/4"	\$	35.33	37.80	\$ 40.45	\$ 43.30
1"		35.33	37.80	40.45	43.30
1 1/2"		138.14	147.85	158.20	169.30
2"		221.15	236.65	253.20	270.90
3"		397.80	425.65	455.40	487.30
4"		650.15	695.65	744.30	796.45
6"		1,281.03	1,370.70	1,466.65	1,569.30
8"		2,038.08	2,180.80	2,333.40	2,496.75
<u>Volume Rate Per 1,000 Gal</u>					
1	Above	7.35	7.90	8.40	9.00
Water Rates - Sprinkler Inside					
<u>Monthly Minimum Charge (3,000 Gallons Included)</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>					
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
Water Rates - Sprinkler Outside					
<u>Monthly Minimum Charge (3,000 Gallons Included)</u>					
3/4"	\$	35.33	37.80	\$ 40.45	\$ 43.30
1"		35.33	37.80	40.45	43.30
1 1/2"		138.14	147.80	158.15	169.20
2"		221.15	236.65	253.20	270.90
3"		397.80	425.65	455.45	487.35
4"		650.15	695.65	744.35	796.45
6"		1,281.03	1,370.70	1,466.65	1,569.30
8"		2,038.08	2,180.75	2,333.40	2,496.75
<u>Volume Rate Per 1,000 Gal</u>					
3,001	10,000	6.00	6.40	6.85	7.35
10,001	25,000	6.38	6.85	7.35	7.85
25,001	Above	9.03	9.65	10.35	11.05

TABLE ES-7

CITY OF FRIENDSWOOD					
PROPOSED WATER AND WASTEWATER RATE PLAN					
		Current	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27
Wastewater					
Wastewater Rates - Residential Inside*					
Monthly Minimum Charge	\$	27.96	\$ 29.90	\$ 32.00	\$ 33.30
Volume Rate/1,000 Gal		4.29	4.60	4.90	5.10
Wastewater Rates - Residential Outside					
Monthly Minimum Charge	\$	41.94	\$ 44.85	\$ 48.00	\$ 49.95
Volume Rate/1,000 Gal		6.44	6.90	7.35	7.65
Wastewater Rates - Commercial Inside					
Monthly Minimum Charge	\$	27.96	\$ 29.90	\$ 32.00	\$ 33.30
Volume Rate/1,000 Gal		4.29	4.60	4.90	5.10
Wastewater Rates - Commercial Outside					
Monthly Minimum Charge	\$	41.94	\$ 44.85	\$ 48.00	\$ 49.95
Volume Rate/1,000 Gal		6.44	6.90	7.35	7.65
*Winter Months Averaging Apply to Residential Volumes					

TABLE ES-8

CITY OF FRIENDSWOOD					
IMPACT OF RATE PLAN ON BI-MONTHLY CHARGES					
Scenario: 2024 01 22 -- Status Quo					
		Current	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27
Residential Monthly Charges -- 3/4"					
10,000 Water	5,000 WW	\$ 95.43	\$ 102.25	\$ 109.35	\$ 115.30
	Increase -- \$		6.82	7.10	5.95
	Increase -- %		7.1%	6.9%	5.4%
20,000 Water	5,000 WW	135.53	145.25	155.35	164.30
	Increase -- \$		9.72	10.10	8.95
	Increase -- %		7.2%	7.0%	5.8%
30,000 Water	5,000 WW	185.68	199.00	212.85	225.80
	Increase -- \$		13.32	13.85	12.95
	Increase -- %		7.2%	7.0%	6.1%
Commercial Monthly Charges -- 2"					
40,000 Water	40,000 WW	\$ 542.99	\$ 581.65	\$ 620.80	\$ 657.90
	Increase -- \$		38.66	39.15	37.10
	Increase -- %		7.1%	6.7%	6.0%

SECTION I

Introduction and Demographic Profile

Background



In October 2023, the City of Friendswood, Texas (the “City”) engaged **Willdan Financial Services** to conduct a water and wastewater rate study and long-term financial plan. The City was interested in developing an updated comprehensive water and wastewater rate plan for Test Year (“TY”) 2024 (Fiscal Year October 2023 – September 2024) and beyond. The objective of this study is to develop a long-term rate plan that will enable the City to recover sufficient funds to meet operating expenses, capital outlays, debt service, and coverage requirements, while at the same time to the best extent possible minimizing the impact of any adjustments on ratepayers.

The City identified numerous objectives for this study, including but not limited to the following:

- A comprehensive analysis and evaluation of the water and wastewater systems’ current cost of service and revenue requirements.
- A forecast of operating expenses over the next decade, taking into consideration such factors as inflation, system growth, and increases in staffing levels.
- A thorough review of the water and wastewater systems’ known capital improvement needs, as well as a determination of the need for funding capital requirements through the issuance of long-term debt for the existing identified capital improvements.
- An estimate of current and forecast accounts, volumes, and billing units for the ten-year forecast period.
- A detailed analysis and comparison of the City’s current and proposed rates to rates in other surrounding communities.

Report Organization

This report is organized into the following sections:

Section I – Introduction and Demographic Profile - outlines the background, objectives, and scope of this rate study and long-term financial plan. It also presents the City’s current rate structure and a community profile of the City of Friendswood. This includes a comparison of the City’s water and wastewater charges with other local cities.

Section II – Water and Wastewater Test Year and Forecast Volumes – analyzes the City’s customer base, total accounts, and current volumes of treated water and wastewater. This section presents totals for the current year and a forecast ten years into the future.

Section III – Water and Wastewater Test Year and Forecast Revenue Requirement – outlines the process of analyzing the City’s current water and wastewater utility cost structure. The total current or “test year”

revenue requirements are developed, and costs are functionalized between treatment, distribution/collection, administration, and customer billing. Using the test year as a basis, costs are forecast for a ten-year period.

Section IV – Water and Wastewater Rate Design – presents rate recommendations for the City of Friendswood City Council and Staff to consider which would enable it to meet its revenue requirements over the next decade. This section also presents an analysis of the impact of the proposed plan.

Appendix A – presents a hard copy printout of the interactive Microsoft Excel spreadsheet model summary developed for the City of Friendswood to calculate water and wastewater current and future revenue requirements. The model automatically generates all calculations based on a set of defined user inputs and *has an executive dashboard for users to develop real-time “what-if” scenarios.*

Community Overview



The City of Friendswood, Texas is located approximately 23 miles south of Houston Texas. The City is approximately 21.2¹ square miles and has an estimated population of 41,118². The City is located in Galveston and Harris Counties.

The City of Friendswood has a Council-Manager form of government in which the elected Mayor and City Council Members establish policy. Those policies are then implemented by the City Manager who is appointed by, and reports to, the City Council. The Friendswood City Council consists of six Council Members and a Mayor.

The City Manager operates in much the same way as a Chief Executive Officer of a corporation. The City Manager's Office is responsible for the day-to-day administration of Friendswood's City government, including managing the City's budget, the City's departments and operations, and programs for communicating with residents and employees.

¹ Friendswood.TX.US - <https://www.ci.friendswood.tx.us/399/Demographics>

² Friendswood.TX.US - <https://www.ci.friendswood.tx.us/399/Demographics>

Water and Wastewater Current Rates

Table I-1 summarizes the City of Friendswood current water and wastewater rate structure.

TABLE I-1

CITY OF FRIENDSWOOD				
CURRENT WATER AND WASTEWATER RATES				
Water Rates			Wastewater Rates	
Inside Monthly/Volume			Inside Residential* & Commercial Rates	
Minimum Charge by Meter Size	3/4"	\$	23.55	Monthly Minimum Charge \$ 27.96
	1"		23.55	Volume Rate (per 1,000 Gallons) 4.29
	1 1/2"		92.09	*Winter Months Averaging Apply to Residential Volumes
	2"		147.43	
	3"		265.20	
	4"		433.43	
	6"		854.02	
	8"		1,358.72	Outside Residential & Commercial Rates Monthly Minimum Charge \$ 41.94 Volume Rate (per 1,000 Gallons) 6.44 Note: Outside City Water & Wastewater Customer rate 1.5x Inside Customer Rates
Residential (3kGal in Base)	3,001	10,000	\$ 3.21	
	10,001	25,000	4.01	
	25,001	Above	6.02	
Commercial	1	Above	\$ 4.90	
Sprinkler (3kGal in Base)	3,001	10,000	\$ 4.00	Outside Monthly/Volume Minimum Charge by Meter Size 3/4" \$ 35.33 1" 35.33 1 1/2" 138.14 2" 221.15 3" 397.80 4" 650.15 6" 1,281.03 8" 2,038.08 Residential (3kGal in Base) 3,001 10,000 \$ 4.82 10,001 25,000 6.02 25,001 Above 9.03 Commercial 1 Above \$ 7.35 Sprinkler (3kGal in Base) 3,001 10,000 \$ 6.00 10,001 25,000 6.38 25,001 25,000 9.03
	10,001	25,000	4.25	
	25,001	Above	6.02	

The table reveals that all water minimum charges are based on meter size and that all classes except both commercials have tiered volume rates. For current wastewater rates, inside residential and commercial rates are the same just as outside residential and commercials rates are as well. All wastewater base and volume rates are uniform.

Water and Wastewater Rate Comparison

Chart I-2 and Table I-3 compare the City's monthly water and wastewater charges to surrounding cities in Texas. Volumes of 10,000 gallons for water and 5,000 gallons for wastewater were used for the residential

comparison as it represents typical usage levels for an average household. The rate data is based on published rates and ordinances posted by each municipality on their website and the 2023 TML water and wastewater rate survey. These rates do not include sales tax, activation, or other charges beyond the basic minimum and volume charges.

The following points are also notable:

- Many cities do not assess rates that recover the full cost of service, choosing instead to subsidize their water and wastewater utilities with other revenues or to defer needed repairs and maintenance at the expense of system reliability and integrity.
- Some cities use tax bonds to fund water/wastewater system construction. This results in lower rates but higher ad valorem taxes.

CHART I-2

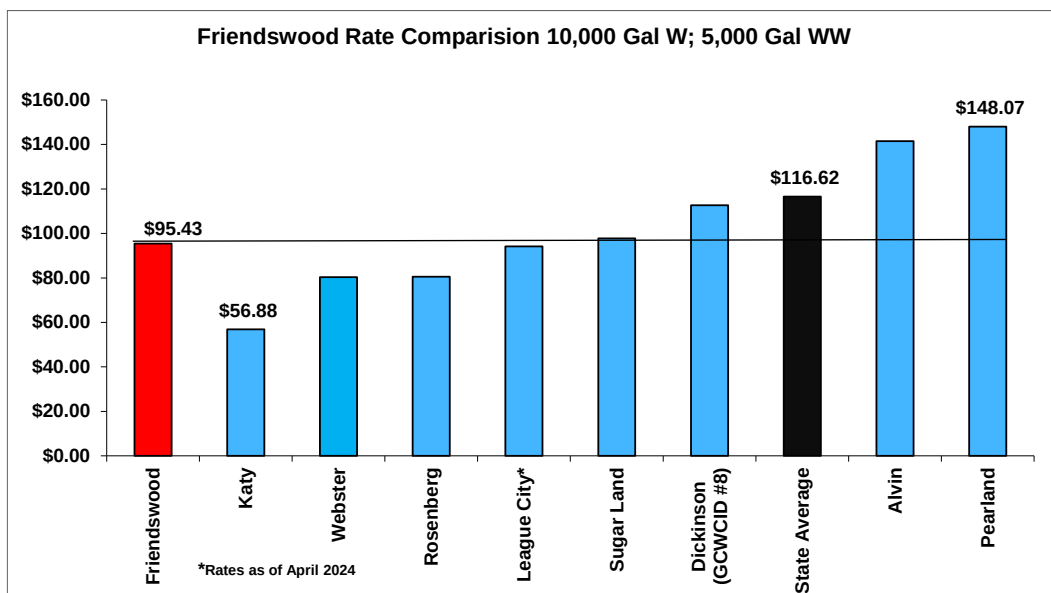


TABLE I-3

CITY OF FRIENDSWOOD			
MONTHLY RESIDENTIAL CHARGES			
10kGal WATER; 5kGal WASTEWATER			
	Water	Wastewater	Total
Friendswood	\$46.02	\$ 49.41	\$ 95.43
League City*	\$60.42	\$ 33.77	94.19
Dickinson (GCWCID #8)	\$78.43	\$ 34.25	112.68
Webster	\$45.88	\$ 34.44	80.32
Pearland	\$81.58	\$ 66.49	148.07
Alvin	\$85.00	\$ 56.50	141.50
Sugar Land	\$64.36	\$ 33.39	97.75
Rosenberg	\$56.28	\$ 24.30	80.58
Katy	\$42.41	\$ 14.47	56.88
Sample Average	\$62.26	\$ 38.56	\$ 50.41
State Average	\$70.96	\$ 45.66	\$116.62
* As of April 1, 2024			
Source: Cities' Website & TML 2023 Survey			

SECTION II

Water & Wastewater Test Year and Forecast Volumes



In order to accurately forecast future revenues and expenses, it is necessary to examine current water and wastewater utility conditions. The first step in developing cost of service rates is to analyze patterns of usage, both for the system as a whole, and for specified customer classes.

For the City of Friendswood, monthly water and wastewater records were reviewed for the period October 2020 through December 2023. These records provided summary information on the monthly water volumes distributed system wide as well as the number of accounts for each period by

defined customer class and the associated revenues. Additionally, these records provided the number of accounts and revenues monthly for all classifications of wastewater customers.

According to standard utility ratemaking methodology, in order to allocate revenue requirements equitably among system users, customers must be classified into relatively homogeneous groups with similar usage characteristics or service demands. Costs are then allocated to the customer classes in proportion to the usage characteristics of each class. For the water system, costs are typically allocated to customers based on their average and peak water demands. For the wastewater system, costs are allocated to customers based on their estimated wastewater flows, and in some cases, based on wastewater strengths.

The project team finds these customer class distinctions to be reasonable and appropriate, meeting the criteria of homogenous groups with similar usage patterns.

In this section, the City's functional customer classes and test year usage patterns will be thoroughly analyzed. A ten-year projection of customers and usage will also be presented. These forecasts, along with the revenue requirements, will form the basis of the proposed rate designs.

Water and Wastewater Customers and Meters – Test Year & Ten-Year Forecast

The majority of the water accounts served by Friendswood are residential accounts, with the balance being commercial, sprinkler, and their respective outside groups as well. **Table II-1** and **Chart II-2** present total water accounts for the City for the current period and forecast period.

For each of the historical years, the average number of accounts for the year is shown and the growth reflects the difference from one fiscal year end to the next. Overall water accounts are forecast to increase from **14,412** in TY 2024 to **15,369** in FY 2033, an average annual increase of .64%.

TABLE II-1

CITY OF FRIENDSWOOD							
FORECAST TOTAL CUSTOMERS							
WATER Customer Classes							
	Res Inside	Res Outside	Comm Inside	Comm Outside	Sprinkler Inside	Sprinkler Outside	Total
WATER Total Customers							
2021	12,878	6	635	33	656	1	14,209
2022	12,922	6	635	33	660	2	14,258
2023	12,991	6	630	34	663	2	14,326
YE Dec 2023	13,009	6	633	34	662	2	14,346
2024	13,069	6	645	34	656	2	14,412
2025	13,174	6	654	34	656	2	14,526
2026	13,279	6	664	34	656	2	14,641
2027	13,385	6	674	34	656	2	14,757
2028	13,490	6	684	34	656	2	14,872
2029	13,587	6	693	34	656	2	14,978
2030	13,680	6	702	34	656	2	15,080
2031	13,767	6	710	34	656	2	15,176
2032	13,855	6	719	34	656	2	15,272
2033	13,944	6	727	34	656	2	15,369
WATER Annual New Customers							
YE Dec 2023	18	-	3	0	(2)	-	20
2024	78	-	15	0	(7)	-	85
2025	105	-	10	-	-	-	114
2026	105	-	10	-	-	-	115
2027	106	-	10	-	-	-	116
2028	105	-	10	-	-	-	115
2029	97	-	9	-	-	-	106
2030	92	-	9	-	-	-	101
2031	88	-	8	-	-	-	96
2032	88	-	9	-	-	-	97
2033	89	-	9	-	-	-	97

CHART II-2

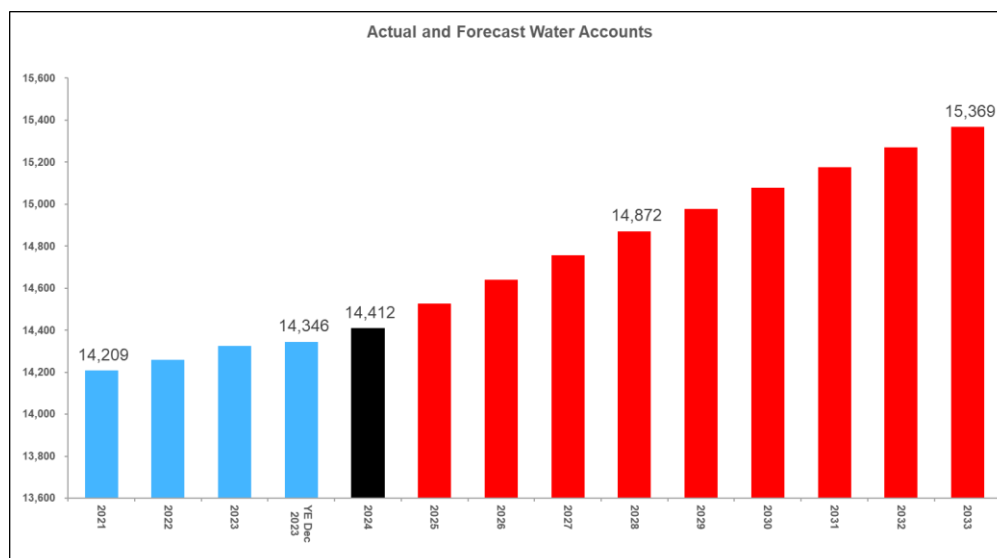
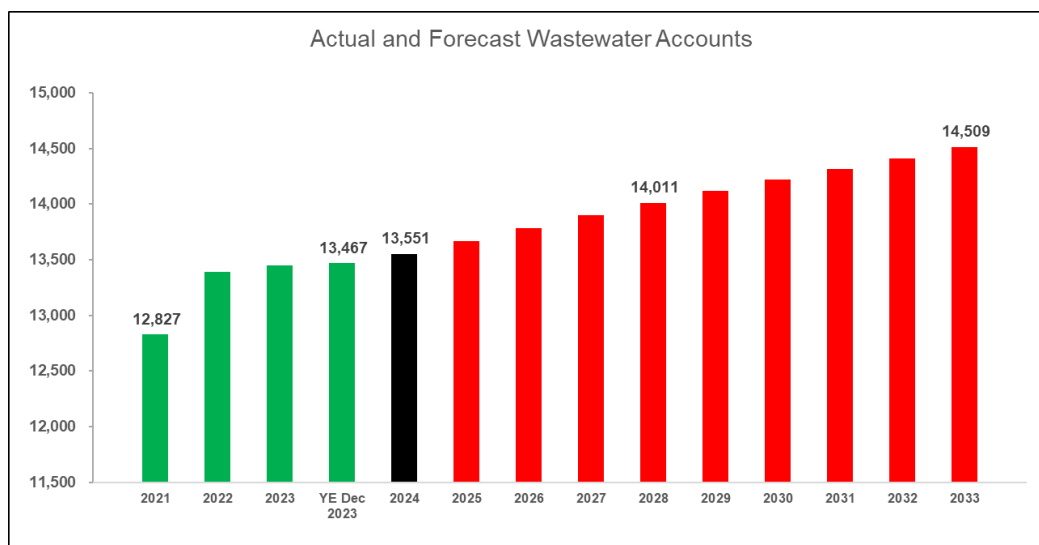


Table II-3 and **Chart II-4** present the project team's ten-year forecast of wastewater account growth. Wastewater accounts are forecast to increase from **13,551** in the test year to **14,509** in FY 2033.

TABLE II-3

FORECAST TOTAL CUSTOMERS					
WASTEWATER Customer Classes					
	Res In	Res Out	Comm Inside	Comm Out	Total
WASTEWATER Total Customers					
2021	12,304	4	498	21	12,827
2022	12,839	4	522	22	13,387
2023	12,896	4	526	23	13,449
YE Dec 2023	12,912	4	528	23	13,467
2024	12,986	4	538	23	13,551
2025	13,090	4	548	23	13,665
2026	13,195	4	558	23	13,780
2027	13,302	4	568	23	13,896
2028	13,407	4	578	23	14,011
2029	13,504	4	587	23	14,118
2030	13,596	4	596	23	14,219
2031	13,684	4	604	23	14,315
2032	13,772	4	613	23	14,411
2033	13,860	4	621	23	14,509
WASTEWATER Annual New Customers					
YE Dec 2023	16	-	2	0	18
2024	73	-	10	0	84
2025	105	-	10	-	114
2026	105	-	10	-	115
2027	106	-	10	-	116
2028	105	-	10	-	115
2029	97	-	9	-	106
2030	92	-	9	-	101
2031	88	-	8	-	96
2032	88	-	9	-	97
2033	89	-	9	-	97

CHART II-4



Historical and Forecast Water Consumption

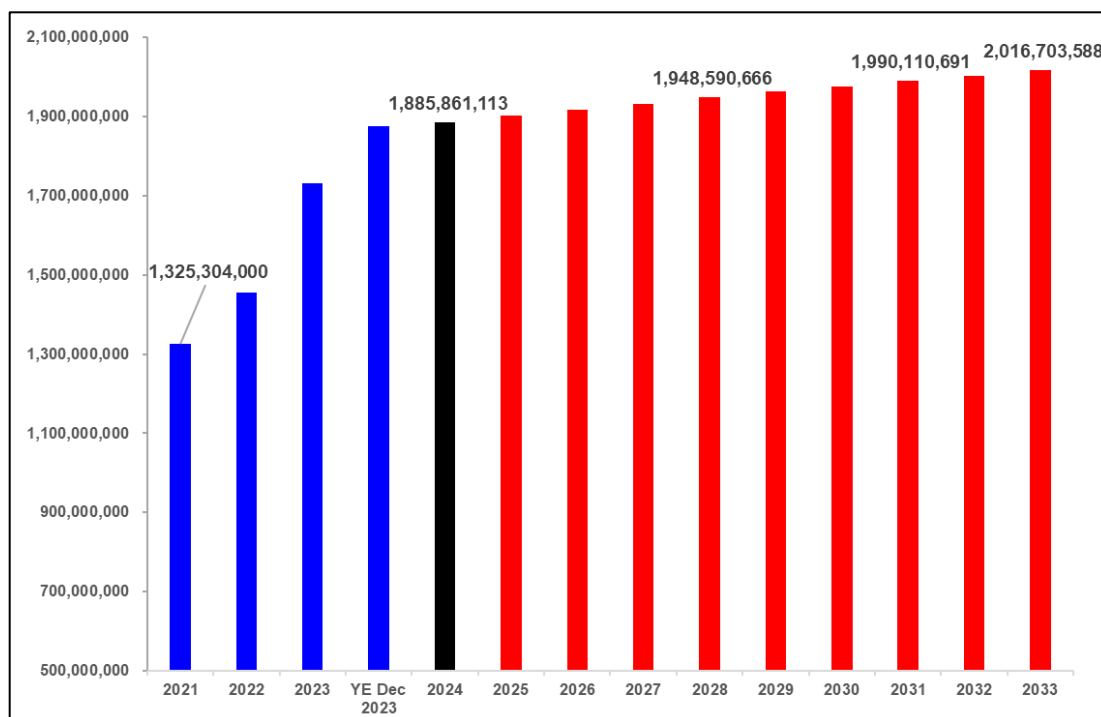
Total water system consumption data was analyzed over the same time period as customer data. A combination of consumption over the past 12 months and historical trends was used as the basis for the development of the forecast water and wastewater usage within the rate model.

The project team prepared a ten-year forecast of water usage based on the same principles on which customer accounts were projected. The results of this forecast for water usage are presented in **Table II-5** and **Chart II-6**. By FY 2033 water usage is expected to reach **2,016,703,588** gallons.

TABLE II-5

CITY OF FRIENDSWOOD						
FORECAST BILLED CONSUMPTION						
WATER Customer Classes						
	Res Inside	Res Outside	Comm Inside	Comm Outside	Sprinkler Inside	Total
WATER Historical Volume						
2021	1,020,539,000	498,500	202,181,000	2,962,500	98,987,000	1,325,304,000
2022	1,117,420,000	857,000	214,625,500	4,181,500	118,224,500	1,455,308,500
2023	1,337,202,500	996,000	247,746,500	4,890,500	141,450,500	1,732,286,000
YE Dec 2023	1,438,796,500	984,500	260,663,000	5,144,000	168,899,500	1,874,487,500
WATER Forecast Volume						
2024	1,447,101,082	984,500	263,732,031	5,144,000	168,899,500	1,885,861,113
2025	1,458,677,891	984,500	267,688,011	5,144,000	168,899,500	1,901,393,902
2026	1,470,347,314	984,500	271,703,331	5,144,000	168,899,500	1,917,078,645
2027	1,482,110,092	984,500	275,778,881	5,144,000	168,899,500	1,932,916,973
2028	1,493,729,835	984,500	279,832,831	5,144,000	168,899,500	1,948,590,666
2029	1,504,484,690	984,500	283,610,574	5,144,000	168,899,500	1,963,123,264
2030	1,514,715,186	984,500	287,226,609	5,144,000	168,899,500	1,976,969,795
2031	1,524,409,363	984,500	290,673,328	5,144,000	168,899,500	1,990,110,691
2032	1,534,165,583	984,500	294,161,408	5,144,000	168,899,500	2,003,354,991
2033	1,543,984,243	984,500	297,691,345	5,144,000	168,899,500	2,016,703,588

CHART II-6



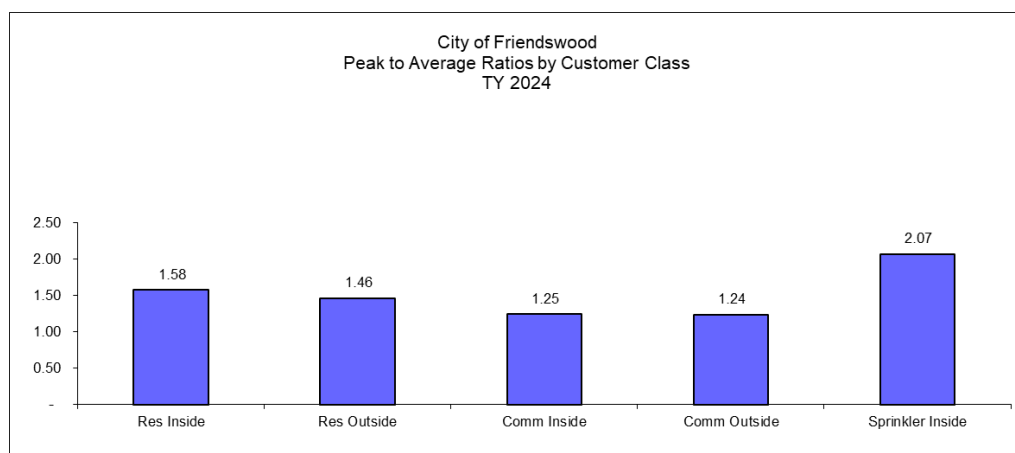
Peaking Factors

The cost of providing water to customers depends not only on the amount of water each class uses, but also on how that usage occurs over time. The maximum-day and maximum-hour peaking requirements of a water utility's customers are an important influence on the utility's costs. Because water utilities attempt to meet all of the demands of their customers, water systems are sized to meet customers' peak requirements. Therefore, during off-peak periods, there are usually significant costs associated with the unused capacity of the system. These costs must be allocated to customers in proportion to the contribution of each customer class to the system peak, in order to develop equitable cost-based rates. Thus, it is necessary to determine the peak rate of use relative to the average rate of use for each class. This ratio is called a **Peaking Factor**.

The calculation of peaking factors for individual classes relies on available pumping and consumption information as well as professional judgment. If customer meters could record daily flow rates for each customer, more refined information could be obtained on peaking factors. This is not feasible because of the enormous cost that would be imposed on the utility. Therefore, it is accepted practice in the water industry to develop peaking factor estimates based on standard formulas using system peak day information and monthly customer class usage records. This is a conservative methodology, since customer class peaking factors based on peak months will inevitably be lower than the system-wide peaking factor, which is based on the peak day.

Based on AWWA guidelines, the customer class peaking factors calculated in this study are for non-coincidental peaks. The peaking factors developed for this analysis are based on the annualized water

consumption by customer class for TY 2024. The calculations of the peaking factors by class are presented graphically in **Chart II-7**.

CHART II-7

SECTION III

Water & Wastewater Forecast Revenue Requirement



In this section of the water and wastewater rate study and long-term financial plan, the City of Friendswood test year and forecast water and wastewater utility revenue requirements are developed. The test year consists of the City's fiscal year, October 1, 2023, through September 30, 2024. The estimates presented in this section are based on the City's proposed budget for TY 2024.

The calculation of a revenue requirement differs from a utility's budget in that it represents only that amount that must be raised through the City's user rates. This means that non-rate revenue (such as reconnection fees, late payment charges and interest) must be subtracted from the budgeted operating and capital expenditures to determine the net revenue requirement to be raised from rates.

As is typical for publicly owned utilities, the City of Friendswood's system revenue requirements were developed using the cash basis of ratemaking. Under the cash basis, as defined by the AWWA Manual M-1, system revenue requirements consist of cash expenditures and other financial commitments (such as debt service coverage or reserves) that must be met through system operating revenues and other revenue sources.

All data used in the development of the revenue requirements was obtained from the financial statements, budgets, and other information provided by the City. Detailed calculations are presented in the rate model contained in **Appendix A** of this report. For rate design purposes, revenue requirements are developed separately for the water and wastewater systems.

The assumptions utilized in this expense forecast will be thoroughly detailed in this section of the report. These assumptions are critical to the development of both the revenue requirement and the ultimate rate recommendation. The project team reviewed these assumptions with the City staff and considers all to be consistent with staff recommendations.

In this section, current and forecast Operating Costs, Capital Outlays, Transfers, and Debt Service will be examined first. Non-rate revenues will be subtracted from the total to yield the Net Revenue Requirement.

Operating Expenses, Debt Service, Transfers and Capital Outlays – Test Year

Table III-1 on the following page summarizes the test year 2024 water system operating expenses, debt service, transfers and capital outlays in detail by expense category item. **Table III-2** presents the test year 2024 operating expenses and capital outlays in detail by expense category item for the wastewater system.

The following is noteworthy about these tables:

There are nine (9) divisions within the City's Water Fund, each with their own budget: Utility Customer Service, Water Utilities, Sewer Utilities, Water Operations, Sewer Operations, GF Finance Utility Billing, HR Insurance, W&S Engineering, PW Administration

Each division's budget includes one or more of the following expense categories:

- **Personnel**, which includes all personnel costs, such as salary and benefit expenses, and payroll taxes.
- **Operation/Maintenance**, which captures the primary operating expenses associated with the day-to-day management and maintenance of the water and wastewater operations.
- **Purchased Water**, used for distribution
- **Blackhawk WWTP**, conveyance and treatment of wastewater.
- **Supplies**, which includes postage, office equipment and supplies, IT costs, chemicals, etc.
- **Capital Improvements** funded through the water and wastewater utility budgets.
- **Services**, these expenses include such items as utility (electricity, gas, etc.) expense, fuels, vehicles, maintenance supplies, and contractual services.
- **Transfers**, includes transfers to the General Fund and other funds from the Water Fund.

Tables III-1 and **III-2** also allocate total budget expenses between the water and wastewater functions based on function and general ratemaking principles. As the tables show, total operating expenses, transfers, capital outlays, and debt service in the test year are **\$19,441,188** of which \$11,317,976 is for the water utility and \$8,123,212 is for the wastewater utility.

TABLE III-1

CITY OF FRIENDSWOOD					
WATER Operating Expenses, Transfers, Debt Service, Capital Outlays					
	Net Budget	Treatment	Distribution	Admin	Customer Billing
<u>Operating & Maintenance</u>					
Personnel Svcs	\$ 1,748,248	\$ 29,973	\$ 1,065,078	\$ -	\$ 653,197
Supplies	202,857	1,687	128,326	-	72,845
Maintenance	407,764	515	208,548	-	198,700
Services	784,618	755	653,722	-	130,140
Other	5,983	-	5,983	-	-
Purchase Water	2,653,885	2,653,885	-	-	-
Total Operating & Maintena	5,803,354	2,686,816	2,061,656	-	1,054,882
Transfers	1,266,583	-	1,266,583	-	-
Capital Outlays	84,939	-	46,285	9,664	28,991
Debt Service	4,163,100	-	4,163,100	-	-
Total	\$ 11,317,976	\$ 2,686,816	\$ 7,537,624	\$ 9,664	\$ 1,083,873

TABLE III-2

CITY OF FRIENDSWOOD					
WASTEWATER Operating Expenses, Transfers, Debt Service, Capital Outlays					
	Net Budget	Treatment	Collection	Admin	Customer Billing
<u>Operating & Maintenance</u>					
Personnel Svcs	\$ 1,563,080	\$ 39,797	\$ 1,204,817	\$ 318	\$ 318,149
Supplies	103,443	1,586	86,907	14,950	-
Maintenance	286,756	485	68,932	217,340	-
Services	656,965	710	384,920	214,432	56,903
Other	5,625	-	5,625	-	-
Blackhawk WWTP - Sewer	2,998,739	2,998,739	-	-	-
Total Operating & Maintena	5,614,609	3,041,317	1,751,201	447,040	375,052
Transfers	1,266,583	-	1,266,583	-	-
Capital Outlays	86,845	-	50,499	9,086	27,259
Debt Service	1,155,175	-	1,155,175	-	-
Total	\$ 8,123,212	\$ 3,041,317	\$ 4,223,457	\$ 456,126	\$ 402,311

Cost of Service – Ten Year Forecast

Table III-3 presents the water and wastewater utility operating expense, transfers, debt service and capital outlay forecast for the ten-year period TY 2024 – FY 2033. Details behind these calculations can be found in the rate model contained in **Appendix A**. This forecast is based on the following set of assumptions:

- Most operating costs are expected to increase at approximately equivalent to the rate of inflation.

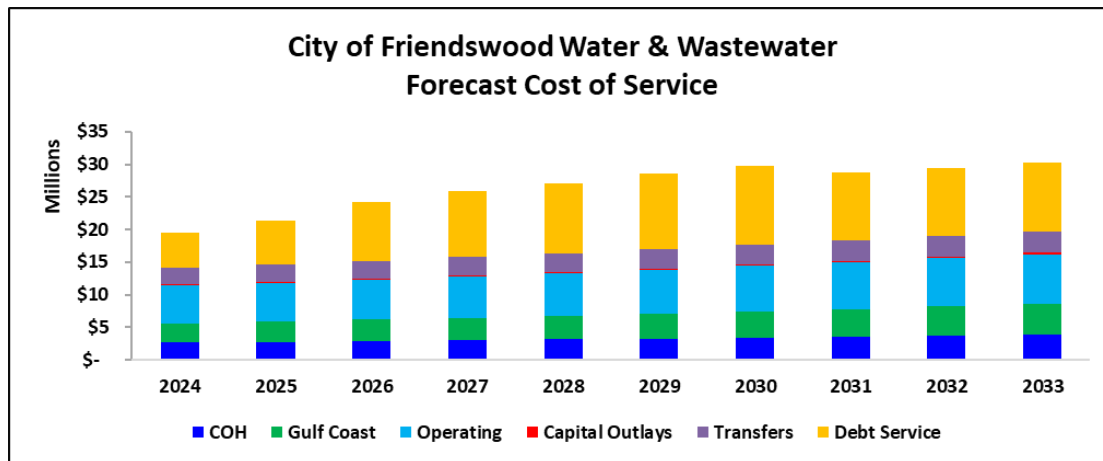
- Certain expenses will increase at above-inflation rates, to reflect the rapid rate of increase of these costs. These expenses include chemicals, workers compensation, and insurance.
- COH forecast is based on the most recent estimated increases provided by The City of Houston staff for water. It is expected for COH costs to increase at 4.5% annually.
- Gulf Cost is based on the most recent estimated increases provided by its staff for wastewater treatment.

TABLE III-3

CITY OF FRIENDSWOOD							
FORECAST OPERATING EXPENSES AND CAPITAL OUTLAYS							
	Operating Expenses	COH Payments	Gulf Coast Payments	Capital Outlays	Transfers & Contingencies	Debt Service	Total Cost of Service
WATER Revenue Requirement							
2024	\$ 3,149,469	\$ 2,653,885	\$ -	\$ 84,939	\$ 1,266,583	\$ 4,163,100	\$ 11,317,976
2025	3,247,745	2,769,998	-	87,487	1,304,580	4,523,255	11,933,066
2026	3,349,245	2,892,949	-	90,112	1,343,717	5,557,594	13,233,617
2027	3,454,085	3,023,141	-	92,815	1,384,029	5,990,762	13,944,833
2028	3,562,390	3,160,596	-	95,600	1,425,550	6,255,251	14,499,386
2029	3,674,285	3,304,394	-	98,468	1,468,316	6,985,335	15,530,799
2030	3,789,906	3,455,391	-	101,422	1,512,366	7,299,112	16,158,196
2031	3,909,390	3,613,869	-	104,465	1,557,737	5,512,207	14,697,668
2032	4,032,885	3,781,401	-	107,599	1,604,469	5,513,817	15,040,171
2033	4,160,542	3,958,508	-	110,827	1,652,603	5,513,094	15,395,574
WASTEWATER Revenue Requirement							
2024	\$ 2,615,870	\$ -	\$ 2,998,739	\$ 86,845	\$ 1,266,583	\$ 1,155,175	\$ 8,123,212
2025	2,695,810	-	3,148,676	89,450	1,304,580	2,137,360	9,375,877
2026	2,778,237	-	3,306,110	92,134	1,343,717	3,504,365	11,024,563
2027	2,863,229	-	3,471,416	94,898	1,384,029	4,226,799	12,040,371
2028	2,950,871	-	3,644,987	97,744	1,425,550	4,521,519	12,640,671
2029	3,041,247	-	3,827,236	100,677	1,468,316	4,617,824	13,055,300
2030	3,134,448	-	4,018,598	103,697	1,512,366	4,878,254	13,647,362
2031	3,230,563	-	4,219,528	106,808	1,557,737	4,984,526	14,099,162
2032	3,329,690	-	4,430,504	110,012	1,604,469	4,982,616	14,457,291
2033	3,431,926	-	4,652,029	113,313	1,652,603	4,982,239	14,832,110
TOTAL Revenue Requirement							
2024	\$ 5,765,339	\$ 2,653,885	\$ 2,998,739	\$ 171,784	\$ 2,533,165	\$ 5,318,275	\$ 19,441,188
2025	5,943,555	2,769,998	3,148,676	176,938	2,609,160	6,660,615	21,308,943
2026	6,127,481	2,892,949	3,306,110	182,246	2,687,435	9,061,959	24,258,180
2027	6,317,315	3,023,141	3,471,416	187,713	2,768,058	10,217,561	25,985,204
2028	6,513,261	3,160,596	3,644,987	193,344	2,851,100	10,776,770	27,140,057
2029	6,715,533	3,304,394	3,827,236	199,145	2,936,633	11,603,159	28,586,099
2030	6,924,353	3,455,391	4,018,598	205,119	3,024,731	12,177,366	29,805,558
2031	7,139,954	3,613,869	4,219,528	211,273	3,115,473	10,496,733	28,796,829
2032	7,362,575	3,781,401	4,430,504	217,611	3,208,938	10,496,433	29,497,462
2033	7,592,468	3,958,508	4,652,029	224,139	3,305,206	10,495,333	30,227,684

Chart III-4 the total water and wastewater annual cost of service through FY 2033. This includes operating expenses, capital outlays, transfers, and debt service.

CHART III-4



As shown in the table, debt service, which is being used to fund the CIP, is the largest annual expense paid by Friendswood's water and wastewater utilities. The second largest cost is for purchased water and wastewater treatment.

Any changes in the debt, CIP, purchased water, and wastewater treatment estimates used in determining the City's water and wastewater revenue requirement for this rate study could require significant changes to the rate plan presented in this report.

Capital Improvement Plan

The City has developed a comprehensive long-term capital improvements plan for water and wastewater system that is intended to cover its needs over the next five years. The proposed rate plan also enables the City to fully fund all water and wastewater costs and CIP over next decade. The purpose of the CIP is to rehabilitate and maintain the existing system and expand the system and to service new growth. In addition, the project team consulted with City Staff to forecast CIP through the end of the rate plan period.

The capital improvement plan is an integral part of any long-term rate and financing plan. The City finances its capital improvements through a combination of cash reserves, grants, and revenue-funded long-term debt. Only the utility rate revenue-funded bonds impact the City's rate plan.

Table III-5 on the following pages summarizes the City's CIP. The CIP includes repairs and upgrades to pumps and lifting stations.

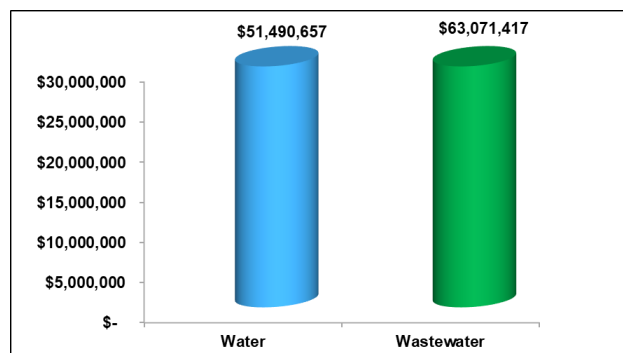
Chart III-6 reveals that the City's CIP over the next five years is estimated to be **\$51,490,657** for the water system and **\$63,071,417** for the wastewater system. The City intends to fund a majority of the CIP projects with debt.

Further, the City is forecast to issue bonds totaling **\$105,350,000** for the currently identified water and wastewater system over the next seven years.

Table III-5

CITY OF FRIENDSWOOD	
Capital Improvement Program	
	Cost
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 & A	3,033,849
Georgetown Extension 12"	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 estimat	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 estimat	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

Chart III-6



Existing and Forecast Debt Service

As shown **Table III-7**, the City is assumed to issue approximately **\$46,750,000** in water-related debt and **\$58,600,000** in wastewater-related debt over the next seven years, for a total of **\$105,350,000**. The timing and amount of debt issues can vary based on many factors, but the totals listed in this study are sufficient for the purpose of setting a long-term rate plan.

These assumptions are preliminary in nature and subject to change. Should the City Council choose to issue more or less revenue debt than assumed in this study or should different financing terms be available at the time the debt is issued, then the rate plans contained in this study may require revision.

Table III-7A presents current and forecast debt service assuming that the City issues new water and/or wastewater revenue bonds annually from TY 2024 through FY 2033 to fund the CIP. The City currently has five bond issues outstanding in the Test Year that were issued to fund both water and wastewater system improvements. Debt service on these issues is currently being paid from Utility System Revenue. For TY 2024 forward, it is projected that bonds will be repaid entirely with Utility System Revenues. Future debt is assumed to have a 25-year term, 4.0% interest.

Table III-7

CITY OF FRIENDSWOOD FORECAST 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

Table III-7A

CITY OF FRIENDSWOOD CURRENT AND FORECAST DEBT SERVICE					
Year	Water		Wastewater		Total
	Current	Forecast	Current	Forecast	
2024	\$ 4,163,100	\$ -	\$ 1,155,175	\$ -	\$ 5,318,275
2025	4,164,148	359,107	1,157,977	979,383	6,660,615
2026	4,219,104	1,338,490	1,153,846	2,350,519	9,061,959
2027	4,129,934	1,860,828	1,158,066	3,068,733	10,217,561
2028	4,133,254	2,121,997	1,158,971	3,362,548	10,776,770
2029	4,243,063	2,742,272	1,157,337	3,460,487	11,603,159
2030	4,246,702	3,052,410	1,156,598	3,721,656	12,177,366
2031	2,459,797	3,052,410	1,158,403	3,826,123	10,496,733
2032	2,461,407	3,052,410	1,156,493	3,826,123	10,496,433
2033	2,460,684	3,052,410	1,156,116	3,826,123	10,495,333

Non-Rate Revenues

Although sales revenues constitute the majority of the revenue received by the City of Friendswood for water and wastewater service, a certain amount of revenue is accrued from non-rate sources. These revenues include other administration fees, miscellaneous charges, and interest earned. These non-rate revenues are subtracted from the overall budget to determine the revenue requirement to be raised from rates. Non-rate revenues are expected to stay the same during the next ten years. Annual non-rate revenue totals are presented in **Table III-8**.

Table III-8

CITY OF FRIENDSWOOD			
FORECAST NON-RATE REVENUES			
	Water	Wastewater	Total W & WW
2024	\$ 675,936	\$ 233,712	\$ 909,648
2025	675,936	233,712	909,648
2026	675,936	233,712	909,648
2027	675,936	233,712	909,648
2028	675,936	233,712	909,648
2029	675,936	233,712	909,648
2030	675,936	233,712	909,648
2031	675,936	233,712	909,648
2032	675,936	233,712	909,648
2033	675,936	233,712	909,648

Net Revenue Requirement

Table III-9 presents the test year and ten-year forecast for the City's net revenue requirement to be raised from rates for the water and wastewater utility for the TY 2024 and forecast period. The water and wastewater net revenue requirement is expected to increase from **\$18,531,540** in TY 2024 to **\$29,318,036** in FY 2033.

Table III-9

CITY OF FRIENDSWOOD									
CURRENT AND FORECAST NET REVENUE REQUIREMENT									
	Operating & Capital Expenses	COH Costs	Gulf Coast Costs	Capital Outlays	Debt Service	Transfers & Contingencies	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
WATER Revenue Requirement									
2024	\$ 3,149,469	\$ 2,653,885	\$ -	\$ 84,939	\$ 4,163,100	\$ 1,266,583	\$ 11,317,976	\$ 675,936	\$ 10,642,040
2025	3,247,745	2,769,998	-	87,487	4,523,255	1,304,580	11,933,066	675,936	11,257,130
2026	3,349,245	2,892,949	-	90,112	5,557,594	1,343,717	13,233,617	675,936	12,557,681
2027	3,454,085	3,023,141	-	92,815	5,990,762	1,384,029	13,944,833	675,936	13,268,897
2028	3,562,390	3,160,596	-	95,600	6,255,251	1,425,550	14,499,386	675,936	13,823,450
2029	3,674,285	3,304,394	-	98,468	6,985,335	1,468,316	15,530,799	675,936	14,854,863
2030	3,789,906	3,455,391	-	101,422	7,299,112	1,512,366	16,158,196	675,936	15,482,260
2031	3,909,390	3,613,869	-	104,465	5,512,207	1,557,737	14,697,668	675,936	14,021,732
2032	4,032,885	3,781,401	-	107,599	5,513,817	1,604,469	15,040,171	675,936	14,364,235
2033	4,160,542	3,958,508	-	110,827	5,513,094	1,652,603	15,395,574	675,936	14,719,638
WASTEWATER Revenue Requirement									
2024	2,615,870	-	2,998,739	86,845	1,155,175	1,266,583	8,123,212	233,712	7,889,500
2025	2,695,810	-	3,148,676	89,450	2,137,360	1,304,580	9,375,877	233,712	9,142,165
2026	2,778,237	-	3,306,110	92,134	3,504,365	1,343,717	11,024,563	233,712	10,790,851
2027	2,863,229	-	3,471,416	94,898	4,226,799	1,384,029	12,040,371	233,712	11,806,659
2028	2,950,871	-	3,644,987	97,744	4,521,519	1,425,550	12,640,671	233,712	12,406,959
2029	3,041,247	-	3,827,236	100,677	4,617,824	1,468,316	13,055,300	233,712	12,821,588
2030	3,134,448	-	4,018,598	103,697	4,878,254	1,512,366	13,647,362	233,712	13,413,650
2031	3,230,563	-	4,219,528	106,808	4,984,526	1,557,737	14,099,162	233,712	13,865,450
2032	3,329,690	-	4,430,504	110,012	4,982,616	1,604,469	14,457,291	233,712	14,223,579
2033	3,431,926	-	4,652,029	113,313	4,982,239	1,652,603	14,832,110	233,712	14,598,398
TOTAL Revenue Requirement									
2024	5,765,339	2,653,885	2,998,739	171,784	5,318,275	2,533,165	19,441,188	909,648	18,531,540
2025	5,943,555	2,769,998	3,148,676	176,938	6,660,615	2,609,160	21,308,943	909,648	20,399,295
2026	6,127,481	2,892,949	3,306,110	182,246	9,061,959	2,687,435	24,258,180	909,648	23,348,532
2027	6,317,315	3,023,141	3,471,416	187,713	10,217,561	2,768,058	25,985,204	909,648	25,075,556
2028	6,513,261	3,160,596	3,644,987	193,344	10,776,770	2,851,100	27,140,057	909,648	26,230,409
2029	6,715,533	3,304,394	3,827,236	199,145	11,603,159	2,936,633	28,586,099	909,648	27,676,451
2030	6,924,353	3,455,391	4,018,598	205,119	12,177,366	3,024,731	29,805,558	909,648	28,895,910
2031	7,139,954	3,613,869	4,219,528	211,273	10,496,733	3,115,473	28,796,829	909,648	27,887,181
2032	7,362,575	3,781,401	4,430,504	217,611	10,496,433	3,208,938	29,497,462	909,648	28,587,814
2033	7,592,468	3,958,508	4,652,029	224,139	10,495,333	3,305,206	30,227,684	909,648	29,318,036

Water Utility Cost Functionalization

Once the total water and wastewater system costs have been identified, the next step in the rate development process is to isolate the costs associated with each system function. Some of these expenditures are a function of base water demand; others are based on the peak demands placed on the system. Certain costs are associated with serving customers regardless of the volume of water use or wastewater discharge. The basic steps used to allocate the City's water revenue requirements include the following:

1. Each system's costs (revenue requirements) are categorized by utility function (i.e., treatment, distribution, administrative, customer). This process is known as *functionalization*.
2. Functionalized costs are classified based on the service characteristics or the types of demand served by the utility (base and maximum day). This process is known as *classification*.
3. Costs by service characteristic are allocated to customer classes in proportion to the service demands demonstrated by each class.

This three-step process allows for the allocation of system costs in the same terms as customer classes. The approaches described in this section follow standard industry practices. Water system costs are allocated to the following functions:

Treatment – the process by which raw water is converted to potable water.

Distribution – the lines that carry water to individual customers' properties.

Administration – miscellaneous overhead and other non-operating costs.

Customer Billing – the processes involved in billing and providing other services to customers.

The project team allocated operating budget line-item expenses individually to system functions based on general guidelines, specific research, and input from the City of Friendswood staff. The results of the allocation process for the test year are summarized in **Table III-10**.

TABLE III-10

CITY OF FRIENDSWOOD			
TEST YEAR WATER COST FUNCTIONALIZATION			
2024			
Revenue			
Function	Requirement	Percent	
Treatment	\$ 2,526,353	23.7%	
Distribution	7,087,459	66.6%	
Administration	9,086	0.1%	
Customer	<u>1,019,141</u>	<u>9.6%</u>	
Total	10,642,040	100.0%	

Water Utility Cost Classification

The allocation of functionalized water system costs to service characteristics follows the base-extra capacity cost allocation method recommended by AWWA. Using this method, costs are segregated into the following categories:

Base costs – capital costs and O&M expenses associated with service to customers under average demand conditions. This category does not include any costs attributable to variations in water use resulting from peaks in demand. Base costs tend to vary directly with the total quantity of water used.

Maximum Day/Extra Capacity costs – costs attributable to facilities that are designed to meet peaking requirements. These costs include capital and operating charges for additional plant and system capacity beyond that required for average usage.

Customer Billing costs – costs associated with any aspect of customer service, including billing, accounting, and meter services. These costs are independent of the amount of water used and the size of the customer's meter and are not subject to peaking factors.

According to AWWA Manual M-1, in the base-extra capacity method, care must be taken in separating costs between those devoted to base capacity and those devoted to extra capacity. The peak to average factor is calculated by dividing the volume on the peak day of the year by the average daily volume. Facilities designed to meet maximum-day requirements, such as the treatment and distribution functions, are allocated 63% (1/1.60) to base, and 37% to extra capacity (Max Day). This means that facilities designed to meet maximum-day requirements, such as the treatment and distribution functions, are allocated 63% to base, and 37% to extra capacity.

All customer service-related costs are allocated 100% to customer billing. Administration costs are generally not directly assignable to individual classifications. Therefore, it is standard rate-making practice to allocate these costs on an indirect basis to service characteristics.

The system-wide costs by service characteristic are shown in **Table III-11**. As with cost functionalization, these percentages are not expected to change significantly in the forecast period.

TABLE III-11

CITY OF FRIENDSWOOD		
TEST YEAR WATER COST CLASSIFICATION		
2024		
Revenue		
Function	Requirement	Percent
Base	\$ 6,013,450	56.51%
Maximum Day	3,608,070	33.90%
Customer	1,020,520	9.59%
Total	10,642,040	100.0%

Water Utility Cost Allocation

Allocation of costs by service characteristic to customer classes is based on the proportionate use levels of each characteristic by each class. The total water utility costs by customer class for the test year are summarized in **Table III-12** and for the ten-year forecast period in **Table III-13**.

TABLE III-12

CITY OF FRIENDSWOOD		
TEST YEAR WATER COST ALLOCATION		
2024		
Revenue		
Function	Requirement	Percent
Res Inside	\$ 8,326,761	78.2%
Res Outside	5,080	0.0%
Comm Inside	1,102,391	10.4%
Comm Outside	22,857	0.2%
Sprinkler Inside	1,184,809	11.1%
Sprinkler Outside	142	0.0%
Total	10,642,040	100.0%

TABLE III-13

CITY OF FRIENDSWOOD							
FORECAST WATER COST ALLOCATION							
Year	Res Inside	Res Outside	Comm Inside	Comm Outside	Sprinkler Inside	Sprinkler Outside	Total
2024	\$ 8,326,761	\$ 5,080	\$ 1,102,391	\$ 22,857	\$ 1,184,809	\$ 142	\$ 10,642,040
2025	8,809,663	5,332	1,174,209	23,987	1,243,790	149	11,257,130
2026	9,829,163	5,901	1,318,952	26,545	1,376,955	165	12,557,681
2027	10,387,532	6,187	1,403,302	27,826	1,443,879	172	13,268,897
2028	10,823,262	6,396	1,471,855	28,762	1,492,997	178	13,823,450
2029	11,632,283	6,825	1,591,505	30,686	1,593,374	190	14,854,863
2030	12,124,908	7,065	1,668,447	31,764	1,649,879	197	15,482,260
2031	10,982,150	6,358	1,519,381	28,584	1,485,082	177	14,021,732
2032	11,251,402	6,473	1,565,062	29,094	1,512,025	180	14,364,235
2033	11,530,723	6,591	1,612,600	29,622	1,539,919	184	14,719,638

Wastewater Utility Cost Functionalization and Classification

Wastewater system costs are allocated to the following functions:

Treatment -- Volume – the costs associated with treating wastewater volume discharges.

Collection – the lines that transport wastewater from customers' properties to the wastewater treatment plant.

Administration – miscellaneous overhead and other non-operating costs.

Customer Billing – the processes involved in billing and other services to customers.

As was the case for the water system, wastewater utility operating budget line-item expenses are allocated individually to functions. The results of the allocation process are presented on **Table III-14**. As with the water utility, these percentages are not forecast to change significantly during the next ten years.

TABLE III-14

CITY OF FRIENDSWOOD		
YEAR WASTEWATER COST FUNCTIONALIZATION		
2024		
Function	Requirement	Percent
Treatment	\$ 2,953,816	37.4%
Collection	4,101,944	52.0%
Administration	443,003	5.6%
Customer	390,736	5.0%
Total	7,889,500	100.0%

Wastewater Utility Cost Allocation

Allocation of wastewater utility costs by service characteristic to customer classes is performed in the same manner as described for the water utility. The total wastewater utility costs by customer class for the test year are summarized in **Table III-15** and for the ten-year forecast period in **Table III-16**.

TABLE III-15

CITY OF FRIENDSWOOD		
TEST YEAR WASTEWATER COST ALLOCATION		
2024		
Revenue		
Function	Requirement	Percent
Sewer - Res In	\$ 6,414,488	81.3%
Sewer - Res Out	3,482	0.0%
Sewer - Comm Inside	1,443,440	18.3%
Sewer - Comm Out	28,090	0.4%
Total	7,889,500	100.0%

TABLE III-16

CITY OF FRIENDSWOOD					
FORECAST WASTEWATER COST ALLOCATION					
Year	Sewer - Res In	Sewer - Res Out	Sewer - Comm Inside	Sewer - Comm Out	Total
2024	\$ 6,414,488	\$ 3,482	\$ 1,443,440	\$ 28,090	\$ 7,889,500
2025	7,412,247	4,003	1,693,586	32,328	9,142,165
2026	8,724,009	4,688	2,024,251	37,903	10,790,851
2027	9,524,491	5,083	2,235,975	41,111	11,806,659
2028	9,990,504	5,291	2,368,370	42,794	12,406,959
2029	10,308,323	5,419	2,464,020	43,826	12,821,588
2030	10,767,437	5,622	2,595,118	45,472	13,413,650
2031	11,114,704	5,765	2,698,355	46,626	13,865,450
2032	11,386,705	5,866	2,783,570	47,438	14,223,579
2033	11,671,273	5,972	2,872,864	48,288	14,598,398

SECTION IV

Water and Wastewater Rate Design



Rate design involves determining charges for each class of customers that will generate a desired level of revenue in accordance with AWWA and other industry cost of service rate-making principles. The water and wastewater rates developed in this section are designed to recover the test year and forecast revenue requirements while providing funding for the identified capital improvements and existing debt service.

The following is notable regarding both proposed rate plans to be presented:

- While the rate model presents a forecast of rates for ten years, **the project team recommends that the City adopt a 3-year rate plan**, with rates to be automatically implemented annually on January 1, 2025, through January 1, 2027.
- Given the current data given by the City and potential for unexpected events, the project team recommends that the City not commit itself to a rate plan beyond three years. Further, the project team recommends that the City periodically review these rates during the next three years, to incorporate any changes to costs, volumes, or growth assumptions that may occur during that time.
- The most significant impact on rates will be debt issued to fund the CIP. If there are significant changes in the CIP funding requirements and/or debt terms, the City should undertake an immediate review of its rate plan.
- The second largest impact on rates will be the cost of treated water and wastewater treatment from COH and Gulf Coast. Should these entities make material changes to its rate forecasts, the City should undertake an immediate review of its rate plan.
- The rate plan also assumes that reserves, grants, and debt will be used to fund the current 5-year Capital Improvement Plan.

Proposed Rate Plan

The project team recommends the following with regards to the proposed rate plan:

- No change in the structure of the existing rate plan.
- Uniform adjustments are applied to the existing base and volumetric rates for each rate class.

The rate plan and forecast revenues and expenses under this scenario is presented in **Appendix A**.

Table IV-1 presents a summary of the rate plan proposed for both inside and outside City Residential customers.

Table IV-2 presents a summary of the rate plan proposed for non-residential customers.

Table IV-3 is the proposed rate plan for wastewater customers.

Table IV-4 presents the customer rate impact assuming the proposed rate structure is adopted by City Council.

The projected rate revenues developed are forecast to be sufficient to fund all operating and current scheduled capital obligations in the forecast period. Forecast rate revenues by year are presented in Appendix A.

TABLE IV-1

CITY OF FRIENDSWOOD					
PROPOSED WATER AND WASTEWATER RATE PLAN					
		Current	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27
WATER					
Water Rates Residential Inside					
<u>Monthly Minimum Charge (3,000 Gallons Included)</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	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 -- Residential Outside					
<u>Monthly Minimum Charge (3,000 Gallons Included)</u>					
3/4"		\$ 35.33	\$ 37.80	\$ 40.45	\$ 43.30
1"		35.33	37.80	40.45	43.30
1 1/2"		138.14	147.85	158.20	169.30
2"		221.15	236.65	253.20	270.90
3"		397.80	425.65	455.40	487.30
4"		650.15	695.65	744.30	796.45
6"		1,281.03	1,370.70	1,466.65	1,569.30
8"		2,038.08	2,180.80	2,333.40	2,496.75
<u>Volume Rate Per 1,000 Gal</u>					
1	3,000	-	-	-	-
3,001	10,000	4.82	5.20	5.55	5.95
10,001	25,000	6.02	6.45	6.90	7.35
25,001	Above	9.03	9.70	10.35	11.10

TABLE IV-2

CITY OF FRIENDSWOOD					
PROPOSED WATER AND WASTEWATER RATE PLAN					
		Current	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27
WATER					
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
<u>Volume Rate Per 1,000 Gal</u>					
1 Above		4.90	5.25	5.60	6.00
Water Rates - Commercial Outside					
<u>Monthly Minimum Charge</u>					
3/4"	\$	35.33	\$ 37.80	\$ 40.45	\$ 43.30
1"		35.33	37.80	40.45	43.30
1 1/2"		138.14	147.85	158.20	169.30
2"		221.15	236.65	253.20	270.90
3"		397.80	425.65	455.40	487.30
4"		650.15	695.65	744.30	796.45
6"		1,281.03	1,370.70	1,466.65	1,569.30
8"		2,038.08	2,180.80	2,333.40	2,496.75
<u>Volume Rate Per 1,000 Gal</u>					
1 Above		7.35	7.90	8.40	9.00
Water Rates - Sprinkler Inside					
<u>Monthly Minimum Charge (3,000 Gallons Included)</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>					
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
Water Rates - Sprinkler Outside					
<u>Monthly Minimum Charge (3,000 Gallons Included)</u>					
3/4"	\$	35.33	\$ 37.80	\$ 40.45	\$ 43.30
1"		35.33	37.80	40.45	43.30
1 1/2"		138.14	147.80	158.15	169.20
2"		221.15	236.65	253.20	270.90
3"		397.80	425.65	455.45	487.35
4"		650.15	695.65	744.35	796.45
6"		1,281.03	1,370.70	1,466.65	1,569.30
8"		2,038.08	2,180.75	2,333.40	2,496.75
<u>Volume Rate Per 1,000 Gal</u>					
3,001 10,000		6.00	6.40	6.85	7.35
10,001 25,000		6.38	6.85	7.35	7.85
25,001 Above		9.03	9.65	10.35	11.05

TABLE IV-3

CITY OF FRIENDSWOOD					
PROPOSED WATER AND WASTEWATER RATE PLAN					
	Current	Forecast	Forecast	Forecast	
		Jan-25	Jan-26	Jan-27	
Wastewater					
Wastewater Rates - Residential Inside*					
Monthly Minimum Charge	\$ 27.96	\$ 29.90	\$ 32.00	\$ 33.30	
Volume Rate/1,000 Gal	4.29	4.60	4.90	5.10	
Wastewater Rates - Residential Outside					
Monthly Minimum Charge	\$ 41.94	\$ 44.85	\$ 48.00	\$ 49.95	
Volume Rate/1,000 Gal	6.44	6.90	7.35	7.65	
Wastewater Rates - Commercial Inside					
Monthly Minimum Charge	\$ 27.96	\$ 29.90	\$ 32.00	\$ 33.30	
Volume Rate/1,000 Gal	4.29	4.60	4.90	5.10	
Wastewater Rates - Commercial Outside					
Monthly Minimum Charge	\$ 41.94	\$ 44.85	\$ 48.00	\$ 49.95	
Volume Rate/1,000 Gal	6.44	6.90	7.35	7.65	
*Winter Months Averaging Apply to Residential Volumes					

TABLE IV-4

CITY OF FRIENDSWOOD					
IMPACT OF RATE PLAN ON BI-MONTHLY CHARGES					
Scenario: 2024 01 22 -- Status Quo					
		Current	Forecast	Forecast	Forecast
			Jan-25	Jan-26	Jan-27
Residential Monthly Charges -- 3/4"					
10,000 Water	5,000 WW	\$ 95.43	\$ 102.25	\$ 109.35	\$ 115.30
	Increase -- \$		6.82	7.10	5.95
	Increase -- %		7.1%	6.9%	5.4%
20,000 Water	5,000 WW	135.53	145.25	155.35	164.30
	Increase -- \$		9.72	10.10	8.95
	Increase -- %		7.2%	7.0%	5.8%
30,000 Water	5,000 WW	185.68	199.00	212.85	225.80
	Increase -- \$		13.32	13.85	12.95
	Increase -- %		7.2%	7.0%	6.1%
Commercial Monthly Charges -- 2"					
40,000 Water	40,000 WW	\$ 542.99	\$ 581.65	\$ 620.80	\$ 657.90
	Increase -- \$		38.66	39.15	37.10
	Increase -- %		7.1%	6.7%	6.0%

Notes on Rate Recommendations

The forecast and recommendations presented in this study represent a combination of the best information available from the City of Friendswood and the project team's expertise. However, this forecast relies in part on assumptions about future events and events beyond the control of the project team (such as account growth rates within the City). The forecast and recommendations contained in this study may be subject to revision if any of the following events occurs:

- Actual growth in accounts and consumed volumes is less than (or significantly greater than) forecast.
- Capital improvement plan funding costs increase significantly due to the rising cost of materials or other factors.
- Unforeseen/unplanned increases in operating costs such as COH and Gulf Coast costs.
- An unforeseen event impacts the City, such as an extended recession, natural catastrophe, or terrorist attack.
- Significant and long-lasting changes in weather patterns.
- Increases or decreases in interest rates, coverage requirements, or reserve requirements for long-term debt.
- The City of Friendswood budget levels or priorities change significantly from those forecast in this study.

It should be noted that none of these events are foreseen by the project team or the City of Friendswood at this time.

If any of these events occur, the City may be compelled to consider further adjustments to its water and wastewater rates.

**CITY OF FRIENDSWOOD
WATER/WASTEWATER COST OF SERVICE MODEL**

Effective Jan-23	Effective Jan-25	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29	Effective Jan-30	Effective Jan-31	Effective Jan-32	Effective Jan-33
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City Rate Plan -- 10 Year Summary
Scen: 2024 01 22 -- Status Quo

1 Water Monthly Rates and Charges

CITY Water Rate and Charges

W1 Res Inside

Monthly Minimum Charge

3/4"	\$	23.55	\$	25.20	\$	26.95	\$	28.85	\$	30.85	\$	31.80	\$	32.45	\$	32.45	\$	32.45	\$	32.45
1"		23.55		25.20		26.95		28.85		30.85		31.80		32.45		32.45		32.45		32.45
1 1/2"		92.09		98.55		105.45		112.85		120.75		124.35		126.85		126.85		126.85		126.85
2"		147.43		157.75		168.80		180.60		193.25		199.05		203.05		203.05		203.05		203.05

Volume Rate/1,000 Gal

1	3,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	
3,001	10,000		3.21		3.45		3.70		3.95		4.25		4.40		4.50		4.50		4.50		4.50
10,001	25,000		4.01		4.30		4.60		4.90		5.25		5.40		5.50		5.50		5.50		5.50
25,001	Above		6.02		6.45		6.90		7.40		7.90		8.15		8.30		8.30		8.30		8.30

W2 Res Outside

Monthly Minimum Charge

3/4"	\$	35.33	\$	37.80	\$	40.45	\$	43.30	\$	46.30	\$	47.70	\$	48.70	\$	48.70	\$	48.70	\$	48.70
1"		35.33		37.80		40.45		43.30		46.30		47.70		48.70		48.70		48.70		48.70
1 1/2"		138.14		147.85		158.20		169.30		181.15		186.55		190.30		190.30		190.30		190.30
2"		221.15		236.65		253.20		270.90		289.90		298.60		304.60		304.60		304.60		304.60
3"		397.80		425.65		455.40		487.30		521.40		537.10		547.80		547.80		547.80		547.80
4"		650.15		695.65		744.30		796.45		852.15		877.70		895.30		895.30		895.30		895.30
6"		1,281.03		1,370.70		1,466.65		1,569.30		1,679.20		1,729.55		1,764.15		1,764.15		1,764.15		1,764.15

Volume Rate/1,000 Gal

1	3,000		-		-		-		-		-		-		-		-		-		-
3,001	10,000		4.82		5.20		5.55		5.95		6.40		6.60		6.75		6.75		6.75		6.75
10,001	25,000		6.02		6.45		6.90		7.35		7.90		8.10		8.25		8.25		8.25		8.25
25,001	Above		9.03		9.70		10.35		11.10		11.85		12.25		12.45		12.45		12.45		12.45

CITY OF FRIENDSWOOD
WATER/WASTEWATER COST OF SERVICE MODEL

Effective Jan-23	Effective Jan-25	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29	Effective Jan-30	Effective Jan-31	Effective Jan-32	Effective Jan-33
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City Rate Plan -- 10 Year Summary
Scen: 2024 01 22 -- Status Quo

W3 Comm Inside

Monthly Minimum Charge

3/4"	\$	23.55	\$	25.20	\$	26.95	\$	28.85	\$	30.85	\$	31.80	\$	32.45	\$	32.45	\$	32.45	\$	32.45
1"		23.55		25.20		26.95		28.85		30.85		31.80		32.45		32.45		32.45		32.45
1 1/2"		92.09		98.55		105.45		112.85		120.75		124.35		126.85		126.85		126.85		126.85
2"		147.43		157.75		168.80		180.60		193.25		199.05		203.05		203.05		203.05		203.05
3"		265.20		283.75		303.60		324.85		347.60		358.05		365.20		365.20		365.20		365.20
4"		433.43		463.75		496.20		530.95		568.10		585.15		596.85		596.85		596.85		596.85
6"		854.02		913.80		977.75		1,046.20		1,119.45		1,153.05		1,176.10		1,176.10		1,176.10		1,176.10
8"		1,358.72		1,453.85		1,555.60		1,664.50		1,781.00		1,834.45		1,871.15		1,871.15		1,871.15		1,871.15

Volume Rate/1,000 Gal

1	Above	4.90	5.25	5.60	6.00	6.40	6.60	6.75	6.75	6.75	6.75
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W4 Comm Outside

Monthly Minimum Charge

3/4"	\$	35.33	\$	37.80	\$	40.45	\$	43.30	\$	46.30	\$	47.70	\$	48.70	\$	48.70	\$	48.70	\$	48.70
1"		35.33		37.80		40.45		43.30		46.30		47.70		48.70		48.70		48.70		48.70
1 1/2"		138.14		147.85		158.20		169.30		181.15		186.55		190.30		190.30		190.30		190.30
2"		221.15		236.65		253.20		270.90		289.90		298.60		304.60		304.60		304.60		304.60
3"		397.80		425.65		455.40		487.30		521.40		537.10		547.80		547.80		547.80		547.80
4"		650.15		695.65		744.30		796.45		852.15		877.70		895.30		895.30		895.30		895.30
6"		1,281.03		1,370.70		1,466.65		1,569.30		1,679.20		1,729.55		1,764.15		1,764.15		1,764.15		1,764.15
8"		2,038.08		2,180.80		2,333.40		2,496.75		2,671.50		2,751.70		2,806.75		2,806.75		2,806.75		2,806.75

Volume Rate/1,000 Gal

1	Above	7.35	7.90	8.40	9.00	9.60	9.90	10.15	10.15	10.15	10.15
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**CITY OF FRIENDSWOOD
WATER/WASTEWATER COST OF SERVICE MODEL**

Effective Jan-23	Effective Jan-25	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29	Effective Jan-30	Effective Jan-31	Effective Jan-32	Effective Jan-33
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City Rate Plan -- 10 Year Summary
Scen: 2024 01 22 -- Status Quo

W5 Sprinkler Inside

Monthly Minimum Charge

3/4"	\$	23.55	\$	25.20	\$	26.95	\$	28.85	\$	30.85	\$	31.80	\$	32.45	\$	32.45	\$	32.45	\$	32.45
1"		23.55		25.20		26.95		28.85		30.85		31.80		32.45		32.45		32.45		32.45
1 1/2"		92.09		98.55		105.45		112.85		120.75		124.35		126.85		126.85		126.85		126.85
2"		147.43		157.75		168.80		180.60		193.25		199.05		203.05		203.05		203.05		203.05
3"		265.20		283.75		303.60		324.85		347.60		358.05		365.20		365.20		365.20		365.20
4"		433.43		463.75		496.20		530.95		568.10		585.15		596.85		596.85		596.85		596.85
6"		854.02		913.80		977.75		1,046.20		1,119.45		1,153.05		1,176.10		1,176.10		1,176.10		1,176.10
8"		1,358.72		1,453.85		1,555.60		1,664.50		1,781.00		1,834.45		1,871.15		1,871.15		1,871.15		1,871.15

Volume Rate/1,000 Gal

1	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3,001	10,000	4.00	4.30	4.60	4.90	5.25	5.40	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50
10,001	25,000	4.25	4.55	4.85	5.20	5.55	5.70	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80
25,001	Above	6.02	6.45	6.90	7.40	7.90	8.15	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30

W6 Sprinkler Outside

Monthly Minimum Charge

3/4"	\$	35.33	\$	37.80	\$	40.45	\$	43.30	\$	46.35	\$	47.75	\$	48.70	\$	48.70	\$	48.70	\$	48.70
1"		35.33		37.80		40.45		43.30		46.35		47.75		48.70		48.70		48.70		48.70
1 1/2"		138.14		147.80		158.15		169.20		181.05		186.50		190.25		190.25		190.25		190.25
2"		221.15		236.65		253.20		270.90		289.85		298.55		304.50		304.50		304.50		304.50
3"		397.80		425.65		455.45		487.35		521.45		537.10		547.85		547.85		547.85		547.85
4"		650.15		695.65		744.35		796.45		852.20		877.75		895.30		895.30		895.30		895.30
6"		1,281.03		1,370.70		1,466.65		1,569.30		1,679.15		1,729.50		1,764.10		1,764.10		1,764.10		1,764.10
8"		2,038.08		2,180.75		2,333.40		2,496.75		2,671.50		2,751.65		2,806.70		2,806.70		2,806.70		2,806.70

Volume Rate/1,000 Gal

1	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3,001	10,000	6.00	6.40	6.85	7.35	7.85	8.10	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25	8.25
10,001	25,000	6.38	6.85	7.35	7.85	8.40	8.65	8.80	8.80	8.80	8.80	8.80	8.80	8.80	8.80	8.80	8.80	8.80	8.80	8.80
25,001	Above	9.03	9.65	10.35	11.05	11.80	12.15	12.40	12.40	12.40	12.40	12.40	12.40	12.40	12.40	12.40	12.40	12.40	12.40	12.40

**CITY OF FRIENDSWOOD
WATER/WASTEWATER COST OF SERVICE MODEL**

Effective Jan-23	Effective Jan-25	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29	Effective Jan-30	Effective Jan-31	Effective Jan-32	Effective Jan-33
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City Rate Plan -- 10 Year Summary
Scen: 2024 01 22 -- Status Quo

2 Wastewater Monthly Rates and Charges

Sewer - Res In

Monthly Minimum Charge

\$	27.96	\$	29.90	\$	32.00	\$	33.30	\$	34.65	\$	36.05	\$	36.75	\$	37.50	\$	38.25	\$	39.00
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Volume Rate/1,000 Gal

1 Above	4.29	4.60	4.90	5.10	5.30	5.50	5.60	5.70	5.80	5.90
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Sewer - Res Out

Monthly Minimum Charge

41.94	44.85	48.00	49.95	51.95	54.10	55.15	56.25	57.40	58.50
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Volume Rate/1,000 Gal

1 Above	6.44	6.90	7.35	7.65	7.95	8.25	8.40	8.55	8.70	8.85
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Sewer - Comm Inside

Monthly Minimum Charge

27.96	29.90	32.00	33.30	34.65	36.05	36.75	37.50	38.25	39.00
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Volume Rate/1,000 Gal

1 Above	4.29	4.60	4.90	5.10	5.30	5.50	5.60	5.70	5.80	5.90
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Sewer - Comm Out

Monthly Minimum Charge

41.94	44.85	48.00	49.95	51.95	54.10	55.15	56.25	57.40	58.50
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Volume Rate/1,000 Gal

1 Above	6.44	6.90	7.35	7.65	7.95	8.25	8.40	8.55	8.70	8.85
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**CITY OF FRIENDSWOOD
WATER/WASTEWATER COST OF SERVICE MODEL**

	Effective Jan-23	Effective Jan-25	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29	Effective Jan-30	Effective Jan-31	Effective Jan-32	Effective Jan-33
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City Rate Plan -- 10 Year Summary**Scen: 2024 01 22 -- Status Quo****3 Residential Monthly Charges -- WATER****5,000 Gallons -- 3/4" Meter**

Total	\$ 29.97	\$ 32.10	\$ 34.35	\$ 36.75	\$ 39.35	\$ 40.60	\$ 41.45	\$ 41.45	\$ 41.45	\$ 41.45
Dollar Inc		2.13	2.25	2.40	2.60	1.25	0.85	-	-	-
Percent Inc		7.1%	7.0%	7.0%	7.1%	3.2%	2.1%	0.0%	0.0%	0.0%

10,000 Gallons -- 3/4" Meter

Total	46.02	49.35	52.85	56.50	60.60	62.60	63.95	63.95	63.95	63.95
Dollar Inc		3.33	3.50	3.65	4.10	2.00	1.35	-	-	-
Percent Inc		7.2%	7.1%	6.9%	7.3%	3.3%	2.2%	0.0%	0.0%	0.0%

20,000 Gallons -- 3/4" Meter

Total	86.12	92.35	98.85	105.50	113.10	116.60	118.95	118.95	118.95	118.95
Dollar Inc		6.23	6.50	6.65	7.60	3.50	2.35	-	-	-
Percent Inc		7.2%	7.0%	6.7%	7.2%	3.1%	2.0%	0.0%	0.0%	0.0%

30,000 Gallons -- 3/4" Meter

Total	136.27	146.10	156.35	167.00	178.85	184.35	187.95	187.95	187.95	187.95
Dollar Inc		9.83	10.25	10.65	11.85	5.50	3.60	-	-	-
Percent Inc		7.2%	7.0%	6.8%	7.1%	3.1%	2.0%	0.0%	0.0%	0.0%

CITY OF FRIENDSWOOD
WATER/WASTEWATER COST OF SERVICE MODEL

Effective Jan-23 Effective Jan-25 Effective Jan-26 Effective Jan-27 Effective Jan-28 Effective Jan-29 Effective Jan-30 Effective Jan-31 Effective Jan-32 Effective Jan-33

City Rate Plan -- 10 Year Summary
Scen: 2024 01 22 -- Status Quo

4 Commercial Monthly Charges -- WATER

20,000 Gallons -- 1 1/2" Meter										
Total	190.09	203.55	217.45	232.85	248.75	256.35	261.85	261.85	261.85	261.85 -
Dollar Inc		13.46	13.90	15.40	15.90	7.60	5.50	-	-	-
Percent Inc		7.1%	6.8%	7.1%	6.8%	3.1%	2.1%	0.0%	0.0%	0.0%
40,000 Gallons -- 1 1/2" Meter										
Total	288.09	308.55	329.45	352.85	376.75	388.35	396.85	396.85	396.85	396.85
Dollar Inc		20.46	20.90	23.40	23.90	11.60	8.50	-	-	-
Percent Inc		7.1%	6.8%	7.1%	6.8%	3.1%	2.2%	0.0%	0.0%	0.0%

**CITY OF FRIENDSWOOD
WATER/WASTEWATER COST OF SERVICE MODEL**

Effective Jan-23	Effective Jan-25	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29	Effective Jan-30	Effective Jan-31	Effective Jan-32	Effective Jan-33
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City Rate Plan -- 10 Year Summary**Scen: 2024 01 22 -- Status Quo****5 Residential Monthly Charges -- WASTEWATER****5,000 Gallons -- 3/4" Meter**

Total 3/4"	\$ 49.41	\$ 52.90	\$ 56.50	\$ 58.80	\$ 61.15	\$ 63.55	\$ 64.75	\$ 66.00	\$ 67.25	\$ 68.50
Dollar Inc		3.49	3.60	2.30	2.35	2.40	1.20	1.25	1.25	1.25
Percent Inc		7.1%	6.8%	4.1%	4.0%	3.9%	1.9%	1.9%	1.9%	1.9%

10,000 Gallons -- 3/4" Meter

Total 3/4"	70.86	75.90	81.00	84.30	87.65	91.05	92.75	94.50	96.25	98.00
Dollar Inc		5.04	5.10	3.30	3.35	3.40	1.70	1.75	1.75	1.75
Percent Inc		7.1%	6.7%	4.1%	4.0%	3.9%	1.9%	1.9%	1.9%	1.8%

15,000 Gallons -- 3/4" Meter

Total 3/4"	92.31	98.90	105.50	109.80	114.15	118.55	120.75	123.00	125.25	127.50
Dollar Inc		6.59	6.60	4.30	4.35	4.40	2.20	2.25	2.25	2.25
Percent Inc		7.1%	6.7%	4.1%	4.0%	3.9%	1.9%	1.9%	1.8%	1.8%

20,000 Gallons -- 3/4" Meter

Total 3/4"	113.76	121.90	130.00	135.30	140.65	146.05	148.75	151.50	154.25	157.00
Dollar Inc		8.14	8.10	5.30	5.35	5.40	2.70	2.75	2.75	2.75
Percent Inc		7.2%	6.6%	4.1%	4.0%	3.8%	1.8%	1.8%	1.8%	1.8%

NOTE: Winter Months Averaging Apply to Residential Volumes

6 Commercial Monthly Charges -- WASTEWATER**20,000 Gallons -- 1 1/2" Meter**

Total 1 1/2"	\$ 113.76	\$ 121.90	\$ 130.00	\$ 135.30	\$ 140.65	\$ 146.05	\$ 148.75	\$ 151.50	\$ 154.25	\$ 157.00
Dollar Inc		8.14	8.10	5.30	5.35	5.40	2.70	2.75	2.75	2.75
Percent Inc		7.2%	6.6%	4.1%	4.0%	3.8%	1.8%	1.8%	1.8%	1.8%

40,000 Gallons -- 1 1/2" Meter

Total 1 1/2"	199.56	213.90	228.00	237.30	246.65	256.05	260.75	265.50	270.25	275.00
Dollar Inc		14.34	14.10	9.30	9.35	9.40	4.70	4.75	4.75	4.75
Percent Inc		7.2%	6.6%	4.1%	3.9%	3.8%	1.8%	1.8%	1.8%	1.8%



City of Friendswood

Ten Year Rate Analysis and Pro Forma

Fiscal Years 2024 - 2033



Utility System

Water
Sewer
Combined

Dashboard

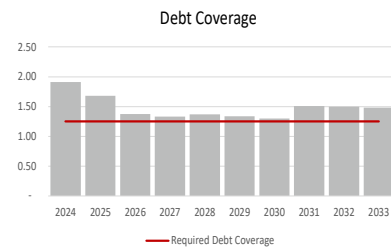
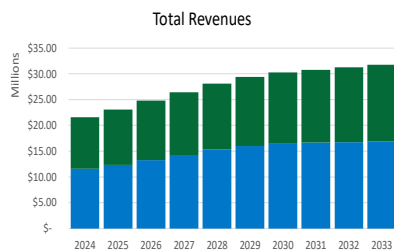
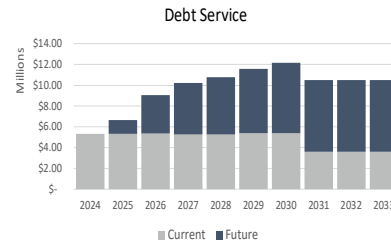
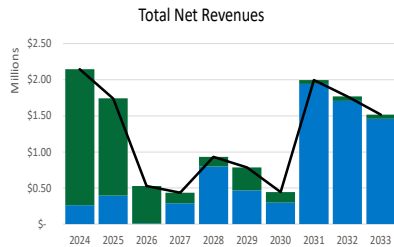
Projections
Bill Comparison
Comparable Utilities

Customer Class

All Classes

Years

10
5



Water Sewer

Combined Projections

Future Debt Term 25

Water Future Bond Issues		
	Alternative	Proposed
2024		\$ 5,500,000
2025		\$ 15,000,000
2026		\$ 8,000,000
2027		\$ 4,000,000
2028		\$ 9,500,000
2029		\$ 4,750,000
2030		\$ -
2031		\$ -
2032		\$ -
2033		\$ -
		\$ 46,750,000

Sewer Future Bond Issues		
	Alternative	Proposed
2024		\$ 15,000,000
2025		\$ 21,000,000
2026		\$ 11,000,000
2027		\$ 4,500,000
2028		\$ 1,500,000
2029		\$ 4,000,000
2030		\$ 1,600,000
2031		\$ -
2032		\$ -
2033		\$ -
		\$ 58,600,000

FUTURE DEBT HARDWIRED IN FUTURE DEBT TAB

Water Rate Adjustments

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Meter Charge	0.00%	7.00%	7.00%	7.00%	7.00%	3.00%	2.00%	0.00%	0.00%	0.00%
Volume Charge	0.00%	7.00%	7.00%	7.00%	7.00%	3.00%	2.00%	0.00%	0.00%	0.00%
	235	245	223	214	218	217	213	246	263	275

Sewer Rate Adjustments

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Base Charge	0.00%	7.00%	7.00%	4.00%	4.00%	4.00%	2.00%	2.00%	2.00%	2.00%
Volume Charge Residential	0.00%	7.00%	7.00%	4.00%	4.00%	4.00%	2.00%	2.00%	2.00%	2.00%
Volume Charge Non-Residential	0.00%	7.00%	7.00%	4.00%	4.00%	4.00%	2.00%	2.00%	2.00%	2.00%

2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
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Scenario: 2024 01 22 -- Status Quo

Water Rates -- Residential

Monthly Minimum Charge—3/4"		\$	23.55	\$	25.20	\$	26.95	\$	28.85	\$	30.85	\$	31.80	\$	32.45	\$	32.45	\$	32.45	\$	32.45
Volume Rate Per 1,000 Gal																					
1	3,000	-		-		-		-		-		-		-		-		-		-	
3,001	10,000	3.21		3.45		3.70		3.95		4.25		4.40		4.50		4.50		4.50		4.50	
10,001	25,000	4.01		4.30		4.60		4.90		5.25		5.40		5.50		5.50		5.50		5.50	
25,001	Above	6.02		6.45		6.90		7.40		7.90		8.15		8.30		8.30		8.30		8.30	

Wastewater Rates - Residential

Monthly Minimum Charge	\$	27.96	\$	29.90	\$	32.00	\$	33.30	\$	34.65	\$	36.05	\$	36.75	\$	37.50	\$	38.25	\$	39.00
Volume Rate/1,000 Gal		4.29		4.60		4.90		5.10		5.30		5.50		5.60		5.70		5.80		5.90

5,000 Gal Water & WW	Total	\$	79.38	\$	85.00	\$	90.85	\$	95.55	\$	100.50	\$	104.15	\$	106.20	\$	107.45	\$	108.70	\$	109.95
	Increase -- \$		2.80		5.62		5.85		4.70		4.95		3.65		2.05		1.25		1.25		1.25
	Increase -- %		3.7%		7.1%		6.9%		5.2%		5.2%		3.6%		2.0%		1.2%		1.2%		1.1%
10,000 Gal Water; 5K WW	Total		95.43		102.25		109.35		115.30		121.75		126.15		128.70		129.95		131.20		132.45
	Increase -- \$		2.80		6.82		7.10		5.95		6.45		4.40		2.55		1.25		1.25		1.25
	Increase -- %		3.0%		7.1%		6.9%		5.4%		5.6%		3.6%		2.0%		1.0%		1.0%		1.0%
15,000 Gal Water; 5K WW	Total		115.48		123.75		132.35		139.80		148.00		153.15		156.20		157.45		158.70		159.95
	Increase -- \$		2.80		8.27		8.60		7.45		8.20		5.15		3.05		1.25		1.25		1.25
	Increase -- %		2.5%		7.2%		6.9%		5.6%		5.9%		3.5%		2.0%		0.8%		0.8%		0.8%
30,00 Gal Water; 5K WW	Total	\$	185.68	\$	199.00	\$	212.85	\$	225.80	\$	240.00	\$	247.90	\$	252.70	\$	253.95	\$	255.20	\$	256.45
	Increase -- \$		2.80		13.32		13.85		12.95		14.20		7.90		4.80		1.25		1.25		1.25
	Increase -- %		1.5%		7.2%		7.0%		6.1%		6.3%		3.3%		1.9%		0.5%		0.5%		0.5%

**CITY OF FRIENDSWOOD
WATER/WASTEWATER COST OF SERVICE MODEL**

2024 2025 2026 2027 2028 2029 2030 2031 2032 2033

Model Summary**Scenario: 2024 01 22 -- Status Quo**

Fund Balance, Revenues and Expenses																					
Beginning Fund Balance		\$	10,275,778	\$	12,424,880	\$	14,166,625	\$	14,696,453	\$	15,133,575	\$	16,067,914	\$	16,855,815	\$	17,300,704	\$	19,298,162	\$	21,068,439
Revenues and Expenses																					
Water Rate Revenues		\$	10,906,075	\$	11,651,279	\$	12,568,510	\$	13,560,905	\$	14,622,018	\$	15,322,038	\$	15,781,980	\$	15,966,665	\$	16,074,201	\$	16,182,617
WW Rate Revenues			9,774,567		10,489,760		11,309,850		11,951,774		12,542,729		13,142,314		13,558,819		13,917,975		14,283,890		14,654,465
Non-Rate Revenues			909,648		909,648		909,648		909,648		909,648		909,648		909,648		909,648		909,648		909,648
Total Revenues			21,590,290		23,050,687		24,788,008		26,422,327		28,074,395		29,374,000		30,250,447		30,794,288		31,267,739		31,746,730
Operating Expenses			11,417,964		11,862,230		12,326,540		12,811,872		13,318,843		13,847,162		14,398,341		14,973,350		15,574,480		16,203,005
Net Revenues for Transfers,Capital Outlays and Debt			10,172,326		11,188,457		12,461,467		13,610,455		14,755,552		15,526,837		15,852,106		15,820,938		15,693,259		15,543,725
Capital Outlays			171,784		176,938		182,246		187,713		193,344		199,145		205,119		211,273		217,611		224,139
Current Debt Service			5,318,275		5,322,125		5,372,950		5,288,000		5,292,225		5,400,400		5,403,300		3,618,200		3,617,900		3,616,800
Future Debt Service			-		1,338,490		3,689,009		4,929,561		5,484,545		6,202,759		6,774,066		6,878,533		6,878,533		6,878,533
Total Debt Service			5,318,275		6,660,615		9,061,959		10,217,561		10,776,770		11,603,159		12,177,366		10,496,733		10,496,433		10,495,333
Total Contingencies & Transfers			2,533,165		2,609,160		2,687,435		2,768,058		2,851,100		2,936,633		3,024,731		3,115,473		3,208,938		3,305,206
Total Cost of Service			19,441,188		21,308,943		24,258,180		25,985,204		27,140,057		28,586,099		29,805,558		28,796,829		29,497,462		30,227,684
Net Revenues			2,149,102		1,741,745		529,828		437,123		934,338		787,901		444,889		1,997,458		1,770,277		1,519,046
Percent of COS			11.1%		8.2%		2.2%		1.7%		3.4%		2.8%		1.5%		6.9%		6.0%		5.0%
Debt Coverage																					
Excluding Transfers, CO, Debt			1.91		1.68		1.38		1.33		1.37		1.34		1.30		1.51		1.50		1.48
All Inclusive			1.40		1.26		1.06		1.04		1.09		1.07		1.04		1.19		1.17		1.14
Ending Water & Sewer Combined Fund Balance			12,424,880		14,166,625		14,696,453		15,133,575		16,067,914		16,855,815		17,300,704		19,298,162		21,068,439		22,587,485
Unrestricted/Capital Fund Balance from CIP Funding			731,142		939,375		994,254		353,657		300,527		129,266		200,058		202,059		204,079		206,120
One Day Operating Expenditures (Op.Exp+Det Svc)			52,793		57,896		65,961		70,678		73,827		77,772		81,097		78,317		80,219		82,201
Days of Operating Expenditures			235		245		223		214		218		217		213		246		263		275
Fund Balance Goal Days		90																			
Fund Balance Goal Days			4,751,360		5,210,631		5,936,532		6,361,025		6,644,395		6,999,523		7,298,738		7,048,493		7,219,689		7,398,134
Over (Short) of Requirement			7,673,520		8,955,994		8,759,921		8,772,550		9,423,519		9,856,292		10,001,966		12,249,669		13,848,750		15,189,351

**CITY OF FRIENDSWOOD
WATER/WASTEWATER COST OF SERVICE MODEL**

2024 2025 2026 2027 2028 2029 2030 2031 2032 2033

Model Summary**Scenario: 2024 01 22 -- Status Quo****5 Total Accounts****Water Accounts**

Total Accounts	14,412	14,526	14,641	14,757	14,872	14,978	15,080	15,176	15,272	15,369
New Accounts	-	114	115	116	115	106	101	96	97	97
Avg. Annual Growth Rate		0.79%	0.79%	0.79%	0.78%	0.72%	0.68%	0.64%	0.64%	0.64%

Wastewater Accounts

Total Accounts	13,551	13,665	13,780	13,896	14,011	14,118	14,219	14,315	14,411	14,509
New Accounts	-	114	115	116	115	106	101	96	97	97
Avg. Annual Growth Rate		0.84%	0.84%	0.84%	0.83%	0.76%	0.72%	0.67%	0.68%	0.68%

6 Annual Volume**Water Volume**

Res Inside	1,447,101,082	1,458,677,891	1,470,347,314	1,482,110,092	1,493,729,835	1,504,484,690	1,514,715,186	1,524,409,363	1,534,165,583	1,543,984,243
Res Outside	984,500	984,500	984,500	984,500	984,500	984,500	984,500	984,500	984,500	984,500
Total System	1,885,861,113	1,901,393,902	1,917,078,645	1,932,916,973	1,948,590,666	1,963,123,264	1,976,969,795	1,990,110,691	2,003,354,991	2,016,703,588

Wastewater Billing Units

Sewer - Res In	995,824,308	1,003,842,117	1,011,924,068	1,020,070,675	1,028,118,219	1,035,566,763	1,042,652,149	1,049,366,094	1,056,123,008	1,062,923,167
Sewer - Res Out	556,000	556,000	556,000	556,000	556,000	556,000	556,000	556,000	556,000	556,000
Total System	1,237,052,251	1,249,311,258	1,261,698,025	1,274,214,019	1,286,607,793	1,298,106,447	1,309,068,576	1,319,477,741	1,329,974,218	1,340,558,814

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL										
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033

Revenue and Expense Summary
Scen: 2024 01 22 -- Status Quo

1 TOTAL Revenues and Expenses -- CASH BASIS

Beginning Fund Balance	\$	10,275,778	\$	12,424,880	\$	14,166,625	\$	14,696,453	\$	15,133,575	\$	16,067,914	\$	16,855,815	\$	17,300,704	\$	19,298,162	\$	21,068,439
Rate Revenues																				
<u>Water Rate Revenue</u>																				
W1 Res Inside	\$	7,831,456	\$	8,355,106	\$	9,012,819	\$	9,719,476	\$	10,479,324	\$	10,978,989	\$	11,302,287	\$	11,429,970	\$	11,503,122	\$	11,576,742
W2 Res Outside		8,282		8,813		9,428		10,087		10,799		11,231		11,479		11,534		11,534		11,534
W3 Comm Inside		1,869,430		2,017,606		2,188,092		2,376,849		2,576,931		2,715,276		2,816,182		2,865,334		2,899,718		2,934,514
W4 Comm Outside		68,482		73,080		78,037		83,482		89,221		92,755		95,065		95,604		95,604		95,604
W5 Sprinkler Inside		1,109,661		1,177,702		1,259,833		1,349,290		1,442,502		1,499,628		1,532,265		1,539,400		1,539,400		1,539,400
W6 Sprinkler Outside		18,763		18,973		20,301		21,721		23,242		24,159		24,702		24,823		24,823		24,823
Total		10,906,075		11,651,279		12,568,510		13,560,905		14,622,018		15,322,038		15,781,980		15,966,665		16,074,201		16,182,617
<u>Wastewater Rate Revenue</u>																				
WW1 Sewer - Res In		8,544,812		9,160,410		9,866,459		10,414,837		10,917,802		11,428,850		11,780,138		12,082,031		12,389,387		12,700,196
WW2 Sewer - Res Out		5,542		5,890		6,290		6,586		6,848		7,116		7,284		7,420		7,558		7,695
WW3 Sewer - Comm Inside		1,183,816		1,280,532		1,391,270		1,482,370		1,568,189		1,654,515		1,718,350		1,774,496		1,831,925		1,890,566
WW4 Sewer - Comm Out		40,397		42,927		45,831		47,982		49,890		51,832		53,048		54,028		55,022		56,008
WW5 Other5		-		-		-		-		-		-		-		-		-		-
Total		9,774,567		10,489,760		11,309,850		11,951,774		12,542,729		13,142,314		13,558,819		13,917,975		14,283,890		14,654,465
Non-Rate Revenues		909,648		909,648		909,648		909,648		909,648		909,648		909,648		909,648		909,648		909,648
Total Revenues		21,590,290		23,050,687		24,788,008		26,422,327		28,074,395		29,374,000		30,250,447		30,794,288		31,267,739		31,746,730

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL											
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Revenue and Expense Summary											
Scen: 2024 01 22 -- Status Quo											
Cost of Service											
Cost Center Code											
3648	Utility Customer Service	353,276	364,041	375,138	386,580	398,376	410,539	423,079	436,010	449,344	463,093
3650	Water Utilities	994,365	1,026,866	1,060,555	1,095,484	1,131,711	1,169,292	1,208,290	1,248,772	1,290,805	1,334,465
3651	Sewer Utilities	625,052	644,450	664,476	685,152	706,502	728,549	751,319	774,837	799,132	824,232
3655	Water Operations	1,053,300	1,085,935	1,119,607	1,154,349	1,190,197	1,227,188	1,265,360	1,304,753	1,345,407	1,387,366
3656	Sewer Operations	917,840	946,112	975,270	1,005,341	1,036,354	1,068,341	1,101,332	1,135,360	1,170,458	1,206,661
401	GF Finance Utility Billing	583,207	600,703	618,724	637,286	656,405	676,097	696,380	717,271	738,789	760,953
611	HR Insurance	267,160	275,175	283,430	291,933	300,691	309,712	319,003	328,573	338,430	348,583
	Total	11,417,964	11,862,230	12,326,540	12,811,872	13,318,843	13,847,162	14,398,341	14,973,350	15,574,480	16,203,005
Budget Code											
40	Personnel Svcs	3,311,328	3,413,698	3,519,344	3,628,380	3,740,921	3,857,090	3,977,014	4,100,825	4,228,660	4,360,663
50	Supplies	306,300	316,258	326,566	337,240	348,294	359,743	371,604	383,895	396,634	409,839
60	Maintenance	694,520	716,466	739,158	762,628	786,905	812,022	838,014	864,916	892,766	921,603
70	Services	1,441,583	1,485,178	1,530,097	1,576,383	1,624,076	1,673,220	1,723,860	1,776,041	1,829,811	1,885,218
80	Capital Outlay	-	-	-	-	-	-	-	-	-	-
90	Other	11,608	11,956	12,315	12,684	13,065	13,457	13,861	14,276	14,705	15,146
COH	Purchase Water	2,653,885	2,769,998	2,892,949	3,023,141	3,160,596	3,304,394	3,455,391	3,613,869	3,781,401	3,958,508
COH	Purchase Water	-	-	-	-	-	-	-	-	-	-
	Total	11,417,964	11,862,230	12,326,540	12,811,872	13,318,843	13,847,162	14,398,341	14,973,350	15,574,480	16,203,005
	Total Operating Expenses	11,417,964	11,862,230	12,326,540	12,811,872	13,318,843	13,847,162	14,398,341	14,973,350	15,574,480	16,203,005
	Net Revenues for Transfers,CO and Debt Service	10,172,326	11,188,457	12,461,467	13,610,455	14,755,552	15,526,837	15,852,106	15,820,938	15,693,259	15,543,725
	Capital Outlays	171,784	176,938	182,246	187,713	193,344	199,145	205,119	211,273	217,611	224,139
	Debt Service										
	Debt Service -- Current	5,318,275	5,322,125	5,372,950	5,288,000	5,292,225	5,400,400	5,403,300	3,618,200	3,617,900	3,616,800
	Debt Service -- Future	-	1,338,490	3,689,009	4,929,561	5,484,545	6,202,759	6,774,066	6,878,533	6,878,533	6,878,533
	Total Debt Service	5,318,275	6,660,615	9,061,959	10,217,561	10,776,770	11,603,159	12,177,366	10,496,733	10,496,433	10,495,333
	Net Revenues for Contingencies & Transfers	4,682,267	4,350,905	3,217,262	3,205,181	3,785,438	3,724,533	3,469,621	5,112,932	4,979,214	4,824,252
	Total Contingencies & Transfers	2,533,165	2,609,160	2,687,435	2,768,058	2,851,100	2,936,633	3,024,731	3,115,473	3,208,938	3,305,206
	Total Cost of Service	19,441,188	21,308,943	24,258,180	25,985,204	27,140,057	28,586,099	29,805,558	28,796,829	29,497,462	30,227,684
	Net Revenues	2,149,102	1,741,745	529,828	437,123	934,338	787,901	444,889	1,997,458	1,770,277	1,519,046
	Percent of COS	10.0%	7.6%	2.1%	1.7%	3.3%	2.7%	1.5%	6.5%	5.7%	4.8%
	Ending Fund Balance	12,424,880	14,166,625	14,696,453	15,133,575	16,067,914	16,855,815	17,300,704	19,298,162	21,068,439	22,587,485
	Revenue Adequacy Tests										
	Total Operating + Debt Service + Transfers	19,269,404	21,132,005	24,075,935	25,797,491	26,946,712	28,386,954	29,600,439	28,585,557	29,279,852	30,003,545
	Expenses Per Day	52,793	57,896	65,961	70,678	73,827	77,772	81,097	78,317	80,219	82,201
	Days of Operating Expenses	235	245	223	214	218	217	213	246	263	275
	Debt Coverage										
	Excluding Cap Outlays, G/F Transfers	1.91	1.68	1.38	1.33	1.37	1.34	1.30	1.51	1.50	1.48
	All Inclusive	1.40	1.26	1.06	1.04	1.09	1.07	1.04	1.19	1.17	1.14

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL											
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Revenue and Expense Summary											
Scen: 2024 01 22 -- Status Quo											
2	WATER Revenues and Expenses -- CASH BASIS										
Water Revenues											
Water Rate Revenue											
W1	Res Inside	\$ 7,831,456	\$ 8,355,106	\$ 9,012,819	\$ 9,719,476	\$ 10,479,324	\$ 10,978,989	\$ 11,302,287	\$ 11,429,970	\$ 11,503,122	\$ 11,576,742
W2	Res Outside	8,282	8,813	9,428	10,087	10,799	11,231	11,479	11,534	11,534	11,534
W3	Comm Inside	1,869,430	2,017,606	2,188,092	2,376,849	2,576,931	2,715,276	2,816,182	2,865,334	2,899,718	2,934,514
W4	Comm Outside	68,482	73,080	78,037	83,482	89,221	92,755	95,065	95,604	95,604	95,604
W5	Sprinkler Inside	1,109,661	1,177,702	1,259,833	1,349,290	1,442,502	1,499,628	1,532,265	1,539,400	1,539,400	1,539,400
W6	Sprinkler Outside	18,763	18,973	20,301	21,721	23,242	24,159	24,702	24,823	24,823	24,823
		10,906,075	11,651,279	12,568,510	13,560,905	14,622,018	15,322,038	15,781,980	15,966,665	16,074,201	16,182,617
	Non-Rate Revenues	675,936	675,936	675,936	675,936	675,936	675,936	675,936	675,936	675,936	675,936
	Total Revenues	11,582,011	12,327,215	13,244,446	14,236,841	15,297,954	15,997,974	16,457,916	16,642,601	16,750,137	16,858,553
Water Cost of Service											
Cost Center Code											
3648	Utility Customer Service	182,075	187,623	193,343	199,240	205,319	211,588	218,051	224,716	231,588	238,674
3650	Water Utilities	994,365	1,026,866	1,060,555	1,095,484	1,131,711	1,169,292	1,208,290	1,248,772	1,290,805	1,334,465
3651	Sewer Utilities	-	-	-	-	-	-	-	-	-	-
3655	Water Operations	1,053,300	1,085,935	1,119,607	1,154,349	1,190,197	1,227,188	1,265,360	1,304,753	1,345,407	1,387,366
3656	Sewer Operations	-	-	-	-	-	-	-	-	-	-
401	GF Finance Utility Billing	300,579	309,597	318,885	328,451	338,305	348,454	358,908	369,675	380,765	392,188
611	HR Insurance	133,580	137,587	141,715	145,966	150,345	154,856	159,502	164,287	169,215	174,292
	Total	5,803,354	6,017,743	6,242,194	6,477,227	6,722,985	6,978,679	7,245,296	7,523,259	7,814,286	8,119,050
Budget Code											
40	Personnel Svcs	1,748,248	1,803,228	1,860,038	1,918,744	1,979,418	2,042,133	2,106,969	2,174,005	2,243,327	2,315,023
50	Supplies	202,857	208,943	215,211	221,668	228,318	235,167	242,222	249,489	256,974	264,683
60	Maintenance	407,764	421,106	434,938	449,281	464,158	479,593	495,612	512,241	529,511	547,451
70	Services	784,618	808,305	832,710	857,855	883,763	910,456	937,959	966,297	995,495	1,025,579
80	Capital Outlay	-	-	-	-	-	-	-	-	-	-
90	Other	5,983	6,162	6,347	6,537	6,734	6,936	7,144	7,358	7,579	7,806
COH	Purchase Water	2,653,885	2,769,998	2,892,949	3,023,141	3,160,596	3,304,394	3,455,391	3,613,869	3,781,401	3,958,508
	Total	5,803,354	6,017,743	6,242,194	6,477,227	6,722,985	6,978,679	7,245,296	7,523,259	7,814,286	8,119,050
	Total Operating Expenses	5,803,354	6,017,743	6,242,194	6,477,227	6,722,985	6,978,679	7,245,296	7,523,259	7,814,286	8,119,050

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL										
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenue and Expense Summary										
Scen: 2024 01 22 -- Status Quo										
Net Revenues for Transfers,CO and Debt Service	5,778,656	6,309,472	7,002,252	7,759,614	8,574,969	9,019,294	9,212,620	9,119,342	8,935,850	8,739,503
Capital Outlays	84,939	87,487	90,112	92,815	95,600	98,468	101,422	104,465	107,599	110,827
Debt Service										
Debt Service -- Current	4,163,100	4,164,148	4,219,104	4,129,934	4,133,254	4,243,063	4,246,702	2,459,797	2,461,407	2,460,684
Debt Service -- Future	-	359,107	1,338,490	1,860,828	2,121,997	2,742,272	3,052,410	3,052,410	3,052,410	3,052,410
Total Debt Service	4,163,100	4,523,255	5,557,594	5,990,762	6,255,251	6,985,335	7,299,112	5,512,207	5,513,817	5,513,094
Net Revenues for Contingencies & Transfers	1,530,617	1,698,729	1,354,546	1,676,037	2,224,118	1,935,491	1,812,085	3,502,670	3,314,434	3,115,582
Total Contingencies & Transfers	1,266,583	1,304,580	1,343,717	1,384,029	1,425,550	1,468,316	1,512,366	1,557,737	1,604,469	1,652,603
Total Cost of Service	11,317,976	11,933,066	13,233,617	13,944,833	14,499,386	15,530,799	16,158,196	14,697,668	15,040,171	15,395,574
Net Revenues	264,034	394,149	10,828	292,008	798,569	467,175	299,720	1,944,933	1,709,966	1,462,979
Percent of COS	2.3%	3.2%	0.1%	2.1%	5.2%	2.9%	1.8%	11.7%	10.2%	8.7%
Debt Coverage	1.39	1.39	1.26	1.30	1.37	1.29	1.26	1.65	1.62	1.59

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL											
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Revenue and Expense Summary											
Scen: 2024 01 22 -- Status Quo											
3	WASTEWATER Revenues and Expenses – CASH BASIS										
Wastewater Revenues											
Wastewater Rate Revenue											
WW1	Sewer - Res In	\$ 8,544,812	\$ 9,160,410	\$ 9,866,459	\$ 10,414,837	\$ 10,917,802	\$ 11,428,850	\$ 11,780,138	\$ 12,082,031	\$ 12,389,387	\$ 12,700,196
WW2	Sewer - Res Out	5,542	5,890	6,290	6,586	6,848	7,116	7,284	7,420	7,558	7,695
WW3	Sewer - Comm Inside	1,183,816	1,280,532	1,391,270	1,482,370	1,568,189	1,654,515	1,718,350	1,774,496	1,831,925	1,890,566
WW4	Sewer - Comm Out	40,397	42,927	45,831	47,982	49,890	51,832	53,048	54,028	55,022	56,008
WW5	Other5	-	-	-	-	-	-	-	-	-	-
		9,774,567	10,489,760	11,309,850	11,951,774	12,542,729	13,142,314	13,558,819	13,917,975	14,283,890	14,654,465
	Non-Rate Revenues	233,712	233,712	233,712	233,712	233,712	233,712	233,712	233,712	233,712	233,712
	Total Revenues	10,008,279	10,723,472	11,543,562	12,185,486	12,776,441	13,376,026	13,792,531	14,151,687	14,517,602	14,888,177
Wastewater Cost of Service											
Cost Center Code											
3648	Utility Customer Service	171,201	176,417	181,796	187,340	193,057	198,951	205,028	211,295	217,756	224,419
3650	Water Utilities	-	-	-	-	-	-	-	-	-	-
3651	Sewer Utilities	625,052	644,450	664,476	685,152	706,502	728,549	751,319	774,837	799,132	824,232
3655	Water Operations	-	-	-	-	-	-	-	-	-	-
3656	Sewer Operations	917,840	946,112	975,270	1,005,341	1,036,354	1,068,341	1,101,332	1,135,360	1,170,458	1,206,661
401	GF Finance Utility Billing	282,628	291,106	299,840	308,835	318,100	327,643	337,472	347,596	358,024	368,765
611	HR Insurance	133,580	137,587	141,715	145,966	150,345	154,856	159,502	164,287	169,215	174,292
	Total	5,614,609	5,844,487	6,084,347	6,334,645	6,595,857	6,868,483	7,153,045	7,450,091	7,760,194	8,083,955
Budget Code											
40	Personnel Svcs	1,563,080	1,610,470	1,659,307	1,709,636	1,761,503	1,814,957	1,870,046	1,926,820	1,985,334	2,045,639
50	Supplies	103,443	107,315	111,355	115,572	119,976	124,576	129,382	134,406	139,660	145,156
60	Maintenance	286,756	295,359	304,220	313,346	322,747	332,429	342,402	352,674	363,254	374,152
70	Services	656,965	676,873	697,387	718,528	740,314	762,765	785,901	809,744	834,316	859,639
80	Capital Outlay	-	-	-	-	-	-	-	-	-	-
90	Other	5,625	5,794	5,968	6,147	6,331	6,521	6,717	6,918	7,126	7,340
COH	Purchase Water	-	-	-	-	-	-	-	-	-	-
	Total	5,614,609	5,844,487	6,084,347	6,334,645	6,595,857	6,868,483	7,153,045	7,450,091	7,760,194	8,083,955
	Total Operating Expenses	5,614,609	5,844,487	6,084,347	6,334,645	6,595,857	6,868,483	7,153,045	7,450,091	7,760,194	8,083,955

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL										
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenue and Expense Summary										
Scen: 2024 01 22 -- Status Quo										
Net Revenues for Transfers,CO and Debt Service	4,393,670	4,878,985	5,459,215	5,850,841	6,180,583	6,507,543	6,639,486	6,701,596	6,757,408	6,804,221
Capital Outlays	86,845	89,450	92,134	94,898	97,744	100,677	103,697	106,808	110,012	113,313
Debt Service										
Debt Service -- Current	1,155,175	1,157,977	1,153,846	1,158,066	1,158,971	1,157,337	1,156,598	1,158,403	1,156,493	1,156,116
Debt Service -- Future	-	979,383	2,350,519	3,068,733	3,362,548	3,460,487	3,721,656	3,826,123	3,826,123	3,826,123
Total Debt Service	1,155,175	2,137,360	3,504,365	4,226,799	4,521,519	4,617,824	4,878,254	4,984,526	4,982,616	4,982,239
Net Revenues for Contingencies & Transfers	3,151,650	2,652,175	1,862,716	1,529,144	1,561,320	1,789,042	1,657,536	1,610,261	1,664,780	1,708,670
Total Contingencies & Transfers	1,266,583	1,304,580	1,343,717	1,384,029	1,425,550	1,468,316	1,512,366	1,557,737	1,604,469	1,652,603
Total Cost of Service	8,123,212	9,375,877	11,024,563	12,040,371	12,640,671	13,055,300	13,647,362	14,099,162	14,457,291	14,832,110
Net Revenues	1,885,068	1,347,595	518,999	145,115	135,770	320,726	145,170	52,525	60,311	56,067
Percent of COS	18.8%	12.6%	4.5%	1.2%	1.1%	2.4%	1.1%	0.4%	0.4%	0.4%
Debt Coverage (excludes Debt, Cap Outlays, G/F Transfers)	3.80	2.28	1.56	1.38	1.37	1.41	1.36	1.34	1.36	1.37

**CITY OF FRIENDSWOOD
WATER/WASTEWATER COST OF SERVICE MODEL**

2024 2025 2026 2027 2028 2029 2030 2031 2032 2033

Revenue Summary**Scenario: 2024 01 22 -- Status Quo****WATER Revenues -- Total**

W1	Res Inside	\$ 7,831,456	\$ 8,355,106	\$ 9,012,819	\$ 9,719,476	\$ 10,479,324	\$ 10,978,989	\$ 11,302,287	\$ 11,429,970	\$ 11,503,122	\$ 11,576,742
W2	Res Outside	8,282	8,813	9,428	10,087	10,799	11,231	11,479	11,534	11,534	11,534
	Total Rate Revenue	10,906,075	11,651,279	12,568,510	13,560,905	14,622,018	15,322,038	15,781,980	15,966,665	16,074,201	16,182,617
	Non-Rate Revenue	675,936	675,936	675,936	675,936	675,936	675,936	675,936	675,936	675,936	675,936
	Total Revenue	11,582,011	12,327,215	13,244,446	14,236,841	15,297,954	15,997,974	16,457,916	16,642,601	16,750,137	16,858,553

Water Revenues -- Additional

W1	Res Inside		523,650	657,713	706,656	759,848	499,666	323,298	127,683	73,152	73,620
W2	Res Outside		531	615	659	713	431	249	55	-	-
	Total Rate Revenue		745,205	917,230	992,395	1,061,114	700,019	459,942	184,685	107,536	108,417
	Non-Rate Revenue		-	-	-	-	-	-	-	-	-
	Total Revenue		745,205	917,230	992,395	1,061,114	700,019	459,942	184,685	107,536	108,417

WASTEWATER Revenues -- Total

WW1	Sewer - Res In	\$ 8,544,812	\$ 9,160,410	\$ 9,866,459	\$ 10,414,837	\$ 10,917,802	\$ 11,428,850	\$ 11,780,138	\$ 12,082,031	\$ 12,389,387	\$ 12,700,196
WW2	Sewer - Res Out	5,542	5,890	6,290	6,586	6,848	7,116	7,284	7,420	7,558	7,695
	Total Rate Revenue	9,774,567	10,489,760	11,309,850	11,951,774	12,542,729	13,142,314	13,558,819	13,917,975	14,283,890	14,654,465
	Non-Rate Revenue	233,712	233,712	233,712	233,712	233,712	233,712	233,712	233,712	233,712	233,712
	Total Revenue	10,008,279	10,723,472	11,543,562	12,185,486	12,776,441	13,376,026	13,792,531	14,151,687	14,517,602	14,888,177

WASTEWATER Revenues -- Additional

WW1	Sewer - Res In		615,598	706,049	548,377	502,965	511,049	351,288	301,893	307,355	310,809
WW2	Sewer - Res Out		348	400	296	262	268	168	136	138	137
	Total Rate Revenue		715,193	820,090	641,924	590,955	599,585	416,506	359,155	365,916	370,574
	Non-Rate Revenue		-	-	-	-	-	-	-	-	-
	Total Revenue		715,193	820,090	641,924	590,955	599,585	416,506	359,155	365,916	370,574

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL											
Current	2025	2026	2027	2028	2029	2030	2031	2032	2033		
2024											

Water Summary

Scen: 2024 01 22 -- Status Quo

1 Water Monthly Rates and Charges**Res Inside****Monthly Minimum Charge**

Base Charge	3/4"	\$	23.55	\$	25.20	\$	26.95	\$	28.85	\$	30.85	\$	31.80	\$	32.45	\$	32.45	\$	32.45	\$	32.45
	1"		23.55		25.20		26.95		28.85		30.85		31.80		32.45		32.45		32.45		32.45
	1 1/2"		92.09		98.55		105.45		112.85		120.75		124.35		126.85		126.85		126.85		126.85
	2"		147.43		157.75		168.80		180.60		193.25		199.05		203.05		203.05		203.05		203.05

Volume Rate/1,000 Gal

1	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3,001	10,000	3.21	3.45	3.70	3.95	4.25	4.40	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50
10,001	25,000	4.01	4.30	4.60	4.90	5.25	5.40	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50
25,001	Above	6.02	6.45	6.90	7.40	7.90	8.15	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30	8.30

Commercial**Monthly Minimum Charge**

3/4"	\$	23.55	\$	25.20	\$	26.95	\$	28.85	\$	30.85	\$	31.80	\$	32.45	\$	32.45	\$	32.45	\$	32.45
1"		23.55		25.20		26.95		28.85		30.85		31.80		32.45		32.45		32.45		32.45
1 1/2"		92.09		98.55		105.45		112.85		120.75		124.35		126.85		126.85		126.85		126.85
2"		147.43		157.75		168.80		180.60		193.25		199.05		203.05		203.05		203.05		203.05
3"		265.20		283.75		303.60		324.85		347.60		358.05		365.20		365.20		365.20		365.20
4"		433.43		463.75		496.20		530.95		568.10		585.15		596.85		596.85		596.85		596.85
6"		854.02		913.80		977.75		1,046.20		1,119.45		1,153.05		1,176.10		1,176.10		1,176.10		1,176.10

Volume Rate Per 1,000 Gal - Commercial

1	Above	\$	4.90	\$	5.25	\$	5.60	\$	6.00	\$	6.40	\$	6.60	\$	6.75	\$	6.75	\$	6.75	\$	6.75
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2.1 Residential Monthly Charge

5,000 Gallons	Total	\$	29.97	\$	32.10	\$	34.35	\$	36.75	\$	39.35	\$	40.60	\$	41.45	\$	41.45	\$	41.45	\$	41.45
	Dollar Inc		0.82		2.13		2.25		2.40		2.60		1.25		0.85		-		-		-
	Percent Inc		2.8%		7.1%		7.0%		7.0%		7.1%		3.2%		2.1%		0.0%		0.0%		0.0%
10,000 Gallons	Total		46.02		49.35		52.85		56.50		60.60		62.60		63.95		63.95		63.95		63.95
	Dollar Inc		0.82		3.33		3.50		3.65		4.10		2.00		1.35		-		-		-
	Percent Inc		1.8%		7.2%		7.1%		6.9%		7.3%		3.3%		2.2%		0.0%		0.0%		0.0%
20,000 Gallons	Total		86.12		92.35		98.85		105.50		113.10		116.60		118.95		118.95		118.95		118.95
	Dollar Inc		0.82		6.23		6.50		6.65		7.60		3.50		2.35		-		-		-
	Percent Inc		1.0%		7.2%		7.0%		6.7%		7.2%		3.1%		2.0%		0.0%		0.0%		0.0%
30,000 Gallons	Total		136.27		146.10		156.35		167.00		178.85		184.35		187.95		187.95		187.95		187.95
	Dollar Inc		0.82		9.83		10.25		10.65		11.85		5.50		3.60		-		-		-
	Percent Inc		0.6%		7.2%		7.0%		6.8%		7.1%		3.1%		2.0%		0.0%		0.0%		0.0%

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL											
		Current 2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Water Summary											
Scen: 2024 01 22 -- Status Quo											
2.2 Commercial Monthly Charge -- 1 1/2" Meter											
10,000 Gallons	Total	141.09	151.05	161.45	172.85	184.75	190.35	194.35	194.35	194.35	194.35
	Dollar Inc	12.84	9.96	10.40	11.40	11.90	5.60	4.00	-	-	-
	Percent Inc	10.0%	7.1%	6.9%	7.1%	6.9%	3.0%	2.1%	0.0%	0.0%	0.0%
20,000 Gallons	Total	190.09	203.55	217.45	232.85	248.75	256.35	261.85	261.85	261.85	261.85
	Dollar Inc	12.84	13.46	13.90	15.40	15.90	7.60	5.50	-	-	-
	Percent Inc	7.2%	7.1%	6.8%	7.1%	6.8%	3.1%	2.1%	0.0%	0.0%	0.0%
40,000 Gallons	Total	288.09	308.55	329.45	352.85	376.75	388.35	396.85	396.85	396.85	396.85
	Dollar Inc	12.84	20.46	20.90	23.40	23.90	11.60	8.50	-	-	-
	Percent Inc	4.7%	7.1%	6.8%	7.1%	6.8%	3.1%	2.2%	0.0%	0.0%	0.0%
3 Total Accounts											
Total Accounts		14,412	14,526	14,641	14,757	14,872	14,978	15,080	15,176	15,272	15,369
New Accounts			114	115	116	115	106	101	96	97	97
Avg. Annual Growth Rate			0.79%	0.79%	0.79%	0.78%	0.72%	0.68%	0.64%	0.64%	0.64%
4 Annual Water Consumption											
W.1	Res Inside	1,447,101,082	1,458,677,891	1,470,347,314	1,482,110,092	1,493,729,835	1,504,484,690	1,514,715,186	1,524,409,363	1,534,165,583	1,543,984,243
W.2	Res Outside	984,500	984,500	984,500	984,500	984,500	984,500	984,500	984,500	984,500	984,500
W.3	Comm Inside	263,732,031	267,688,011	271,703,331	275,778,881	279,832,831	283,610,574	287,226,609	290,673,328	294,161,408	297,691,345
W.4	Comm Outside	5,144,000	5,144,000	5,144,000	5,144,000	5,144,000	5,144,000	5,144,000	5,144,000	5,144,000	5,144,000
W.5	Sprinkler Inside	168,899,500	168,899,500	168,899,500	168,899,500	168,899,500	168,899,500	168,899,500	168,899,500	168,899,500	168,899,500
W.6	Sprinkler Outside	-	-	-	-	-	-	-	-	-	-
W.7	Other7	-	-	-	-	-	-	-	-	-	-
W.8	Other8	-	-	-	-	-	-	-	-	-	-
W.9	Other9	-	-	-	-	-	-	-	-	-	-
W.10	Other10	-	-	-	-	-	-	-	-	-	-
Total System		1,885,861,113	1,901,393,902	1,917,078,645	1,932,916,973	1,948,590,666	1,963,123,264	1,976,969,795	1,990,110,691	2,003,354,991	2,016,703,588

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL										
	Current 2024	2025	2026	2027	2028	2029	2030	2031	2032	2033

Water Summary
Scen: 2024 01 22 -- Status Quo

5 Revenues and Expenses -- CASH BASIS

Water Revenues

Water Rate Revenue

W.1	Res Inside	\$ 7,831,456	\$ 8,355,106	\$ 9,012,819	\$ 9,719,476	\$ 10,479,324	\$ 10,978,989	\$ 11,302,287	\$ 11,429,970	\$ 11,503,122	\$ 11,576,742
W.2	Res Outside	8,282	8,813	9,428	10,087	10,799	11,231	11,479	11,534	11,534	11,534
W.3	Comm Inside	1,869,430	2,017,606	2,188,092	2,376,849	2,576,931	2,715,276	2,816,182	2,865,334	2,899,718	2,934,514
W.4	Comm Outside	68,482	73,080	78,037	83,482	89,221	92,755	95,065	95,604	95,604	95,604
W.5	Sprinkler Inside	1,109,661	1,177,702	1,259,833	1,349,290	1,442,502	1,499,628	1,532,265	1,539,400	1,539,400	1,539,400
W.6	Sprinkler Outside	18,763	18,973	20,301	21,721	23,242	24,159	24,702	24,823	24,823	24,823
W.7	Other7	-	-	-	-	-	-	-	-	-	-
W.8	Other8	-	-	-	-	-	-	-	-	-	-
W.9	Other9	-	-	-	-	-	-	-	-	-	-
W.10	Other10	-	-	-	-	-	-	-	-	-	-
		10,906,075	11,651,279	12,568,510	13,560,905	14,622,018	15,322,038	15,781,980	15,966,665	16,074,201	16,182,617
	Non-Rate Revenues	675,936	675,936	675,936	675,936	675,936	675,936	675,936	675,936	675,936	675,936
	Total Revenues	11,582,011	12,327,215	13,244,446	14,236,841	15,297,954	15,997,974	16,457,916	16,642,601	16,750,137	16,858,553

Water Cost of Service

Cost Center Code

3648	Utility Customer Service	\$ 182,075	\$ 187,623	\$ 193,343	\$ 199,240	\$ 205,319	\$ 211,588	\$ 218,051	\$ 224,716	\$ 231,588	\$ 238,674
3650	Water Utilities	994,365	1,026,866	1,060,555	1,095,484	1,131,711	1,169,292	1,208,290	1,248,772	1,290,805	1,334,465
3651	Sewer Utilities	-	-	-	-	-	-	-	-	-	-
3655	Water Operations	1,053,300	1,085,935	1,119,607	1,154,349	1,190,197	1,227,188	1,265,360	1,304,753	1,345,407	1,387,366
3656	Sewer Operations	-	-	-	-	-	-	-	-	-	-
401	GF Finance Utility Billing	300,579	309,597	318,885	328,451	338,305	348,454	358,908	369,675	380,765	392,188
611	HR Insurance	133,580	137,587	141,715	145,966	150,345	154,856	159,502	164,287	169,215	174,292
na	#N/A	-	-	-	-	-	-	-	-	-	-
	Total	5,803,354	6,017,743	6,242,194	6,477,227	6,722,985	6,978,679	7,245,296	7,523,259	7,814,286	8,119,050

Budget Code

40	Personnel Svcs	\$ 1,748,248	\$ 1,803,228	\$ 1,860,038	\$ 1,918,744	\$ 1,979,418	\$ 2,042,133	\$ 2,106,969	\$ 2,174,005	\$ 2,243,327	\$ 2,315,023
50	Supplies	202,857	208,943	215,211	221,668	228,318	235,167	242,222	249,489	256,974	264,683
60	Maintenance	407,764	421,106	434,938	449,281	464,158	479,593	495,612	512,241	529,511	547,451
70	Services	784,618	808,305	832,710	857,855	883,763	910,456	937,959	966,297	995,495	1,025,579
80	Capital Outlay	-	-	-	-	-	-	-	-	-	-
90	Other	5,983	6,162	6,347	6,537	6,734	6,936	7,144	7,358	7,579	7,806
COH	Purchase Water	2,653,885	2,769,998	2,892,949	3,023,141	3,160,596	3,304,394	3,455,391	3,613,869	3,781,401	3,958,508
	Total	5,803,354	6,017,743	6,242,194	6,477,227	6,722,985	6,978,679	7,245,296	7,523,259	7,814,286	8,119,050
	Total Operating Expenses	5,803,354	6,017,743	6,242,194	6,477,227	6,722,985	6,978,679	7,245,296	7,523,259	7,814,286	8,119,050
	Net Revenues for Transfers,Capital Outlays and Debt Service	5,778,656	6,309,472	7,002,252	7,759,614	8,574,969	9,019,294	9,212,620	9,119,342	8,935,850	8,739,503

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL										
	Current 2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Water Summary										
Scen: 2024 01 22 -- Status Quo										
Capital Outlays	84,939	87,487	90,112	92,815	95,600	98,468	101,422	104,465	107,599	110,827
Debt Service										
Debt Service -- Current	4,163,100	4,164,148	4,219,104	4,129,934	4,133,254	4,243,063	4,246,702	2,459,797	2,461,407	2,460,684
Debt Service -- Future	-	359,107	1,338,490	1,860,828	2,121,997	2,742,272	3,052,410	3,052,410	3,052,410	3,052,410
Total Debt Service	4,163,100	4,523,255	5,557,594	5,990,762	6,255,251	6,985,335	7,299,112	5,512,207	5,513,817	5,513,094
Net Revenues for Contingencies & Transfers	1,530,617	1,698,729	1,354,546	1,676,037	2,224,118	1,935,491	1,812,085	3,502,670	3,314,434	3,115,582
Total Contingencies & Transfers	1,266,583	1,304,580	1,343,717	1,384,029	1,425,550	1,468,316	1,512,366	1,557,737	1,604,469	1,652,603
Total Cost of Service	11,317,976	11,933,066	13,233,617	13,944,833	14,499,386	15,530,799	16,158,196	14,697,668	15,040,171	15,395,574
Net Revenues	264,034	394,149	10,828	292,008	798,569	467,175	299,720	1,944,933	1,709,966	1,462,979
Percent of COS	2.3%	3.2%	0.1%	2.1%	5.2%	2.9%	1.8%	11.7%	10.2%	8.7%
Debt Coverage										
Excludes Capital Outlays, G/F Transfers	1.39	1.39	1.26	1.30	1.37	1.29	1.26	1.65	1.62	1.59
All Inclusive	1.06	1.09	1.00	1.05	1.13	1.07	1.04	1.35	1.31	1.27

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL											
	Current	2025	2026	2027	2028	2029	2030	2031	2032	2033	
	2024										

Wastewater Summary

Scen: 2024 01 22 -- Status Quo

1 Wastewater Monthly Rates and Charges**Sewer - Res In**

Monthly Minimum Charge	\$	27.96	\$	29.90	\$	32.00	\$	33.30	\$	34.65	\$	36.05	\$	36.75	\$	37.50	\$	38.25	\$	39.00
Volume Rate/1,000 Gal		4.29		4.60		4.90		5.10		5.30		5.50		5.60		5.70		5.80		5.90

Commercial

Monthly Minimum Charge	3/4"	\$	27.96	\$	29.90	\$	32.00	\$	33.30	\$	34.65	\$	36.05	\$	36.75	\$	37.50	\$	38.25	\$	39.00
	1"		27.96		29.90		32.00		33.30		34.65		36.05		36.75		37.50		38.25		39.00
	1 1/2"		27.96		29.90		32.00		33.30		34.65		36.05		36.75		37.50		38.25		39.00
	2"		27.96		29.90		32.00		33.30		34.65		36.05		36.75		37.50		38.25		39.00
	3"		27.96		29.90		32.00		33.30		34.65		36.05		36.75		37.50		38.25		39.00
	4"		27.96		29.90		32.00		33.30		34.65		36.05		36.75		37.50		38.25		39.00
	6"		27.96		29.90		32.00		33.30		34.65		36.05		36.75		37.50		38.25		39.00
	8"		27.96		29.90		32.00		33.30		34.65		36.05		36.75		37.50		38.25		39.00
	10"		27.96		29.90		32.00		33.30		34.65		36.05		36.75		37.50		38.25		39.00
	12"		27.96		29.90		32.00		33.30		34.65		36.05		36.75		37.50		38.25		39.00
Volume Rate/1,000 Gal		\$	4.29	\$	4.60	\$	4.90	\$	5.10	\$	5.30	\$	5.50	\$	5.60	\$	5.70	\$	5.80	\$	5.90

2.1 Residential Monthly Charge

5,000 Gallons	Total	\$	49.41	\$	52.90	\$	56.50	\$	58.80	\$	61.15	\$	63.55	\$	64.75	\$	66.00	\$	67.25	\$	68.50
	Dollar Inc		1.98		3.49		3.60		2.30		2.35		2.40		1.20		1.25		1.25		1.25
	Percent Inc		4.2%		7.1%		6.8%		4.1%		4.0%		3.9%		1.9%		1.9%		1.9%		1.9%
10,000 Gallons	Total		70.86		75.90		81.00		84.30		87.65		91.05		92.75		94.50		96.25		98.00
	Dollar Inc		2.63		5.04		5.10		3.30		3.35		3.40		1.70		1.75		1.75		1.75
	Percent Inc		3.9%		7.1%		6.7%		4.1%		4.0%		3.9%		1.9%		1.9%		1.9%		1.8%
20,000 Gallons	Total		113.76		121.90		130.00		135.30		140.65		146.05		148.75		151.50		154.25		157.00
	Dollar Inc		3.93		8.14		8.10		5.30		5.35		5.40		2.70		2.75		2.75		2.75
	Percent Inc		3.6%		7.2%		6.6%		4.1%		4.0%		3.8%		1.8%		1.8%		1.8%		1.8%
30,000 Gallons	Total		156.66		167.90		179.00		186.30		193.65		201.05		204.75		208.50		212.25		216.00
	Dollar Inc		5.23		11.24		11.10		7.30		7.35		7.40		3.70		3.75		3.75		3.75
	Percent Inc		3.5%		7.2%		6.6%		4.1%		3.9%		3.8%		1.8%		1.8%		1.8%		1.8%

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL											
		Current 2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Wastewater Summary Scen: 2024 01 22 -- Status Quo											
2.2	Commercial Monthly Bill -- 1 1/2" Meter										
10,000 Gallons	Total	70.86	75.90	81.00	84.30	87.65	91.05	92.75	94.50	96.25	98.00
	Dollar Inc	2.63	5.04	5.10	3.30	3.35	3.40	1.70	1.75	1.75	1.75
	Percent Inc	3.9%	7.1%	6.7%	4.1%	4.0%	3.9%	1.9%	1.9%	1.9%	1.8%
20,000 Gallons	Total	113.76	121.90	130.00	135.30	140.65	146.05	148.75	151.50	154.25	157.00
	Dollar Inc	3.93	8.14	8.10	5.30	5.35	5.40	2.70	2.75	2.75	2.75
	Percent Inc	3.6%	7.2%	6.6%	4.1%	4.0%	3.8%	1.8%	1.8%	1.8%	1.8%
40,000 Gallons	Total	199.56	213.90	228.00	237.30	246.65	256.05	260.75	265.50	270.25	275.00
	Dollar Inc	6.53	14.34	14.10	9.30	9.35	9.40	4.70	4.75	4.75	4.75
	Percent Inc	3.4%	7.2%	6.6%	4.1%	3.9%	3.8%	1.8%	1.8%	1.8%	1.8%
3	Total Accounts										
	Total Accounts	13,551	13,665	13,780	13,896	14,011	14,118	14,219	14,315	14,411	14,509
	New Accounts		114	115	116	115	106	101	96	97	97
	Avg. Annual Growth Rate		0.84%	0.84%	0.84%	0.83%	0.76%	0.72%	0.67%	0.68%	0.68%
4	Annual Wastewater Billing Units										
WW.1	Sewer - Res In	995,824,308	1,003,842,117	1,011,924,068	1,020,070,675	1,028,118,219	1,035,566,763	1,042,652,149	1,049,366,094	1,056,123,008	1,062,923,167
WW.2	Sewer - Res Out	556,000	556,000	556,000	556,000	556,000	556,000	556,000	556,000	556,000	556,000
WW.3	Sewer - Comm Inside	236,139,943	240,381,141	244,685,957	249,055,345	253,401,575	257,451,685	261,328,427	265,023,647	268,763,210	272,547,647
WW.4	Sewer - Comm Out	4,532,000	4,532,000	4,532,000	4,532,000	4,532,000	4,532,000	4,532,000	4,532,000	4,532,000	4,532,000
	Total System	1,237,052,251	1,249,311,258	1,261,698,025	1,274,214,019	1,286,607,793	1,298,106,447	1,309,068,576	1,319,477,741	1,329,974,218	1,340,558,814

**CITY OF FRIENDSWOOD
WATER/WASTEWATER COST OF SERVICE MODEL**

Current
2024 2025 2026 2027 2028 2029 2030 2031 2032 2033

Wastewater Summary**Scen: 2024 01 22 -- Status Quo****5 Revenues and Expenses -- CASH BASIS****Wastewater Revenues****Wastewater Rate Revenue**

WW.1 Sewer - Res In	8,544,812	9,160,410	9,866,459	10,414,837	10,917,802	11,428,850	11,780,138	12,082,031	12,389,387	12,700,196
WW.2 Sewer - Res Out	5,542	5,890	6,290	6,586	6,848	7,116	7,284	7,420	7,558	7,695
WW.5 Sewer - Comm Inside	1,183,816	1,280,532	1,391,270	1,482,370	1,568,189	1,654,515	1,718,350	1,774,496	1,831,925	1,890,566
WW.6 Sewer - Comm Out	40,397	42,927	45,831	47,982	49,890	51,832	53,048	54,028	55,022	56,008
	9,774,567	10,489,760	11,309,850	11,951,774	12,542,729	13,142,314	13,558,819	13,917,975	14,283,890	14,654,465
Non-Rate Revenues	233,712	233,712	233,712	233,712	233,712	233,712	233,712	233,712	233,712	233,712
Total Revenues	10,008,279	10,723,472	11,543,562	12,185,486	12,776,441	13,376,026	13,792,531	14,151,687	14,517,602	14,888,177

Wastewater Cost of Service**Cost Center Code**

3648 Utility Customer Service	\$ 171,201	\$ 176,417	\$ 181,796	\$ 187,340	\$ 193,057	\$ 198,951	\$ 205,028	\$ 211,295	\$ 217,756	\$ 224,419
3650 Water Utilities	-	-	-	-	-	-	-	-	-	-
3651 Sewer Utilities	625,052	644,450	664,476	685,152	706,502	728,549	751,319	774,837	799,132	824,232
3655 Water Operations	-	-	-	-	-	-	-	-	-	-
3656 Sewer Operations	917,840	946,112	975,270	1,005,341	1,036,354	1,068,341	1,101,332	1,135,360	1,170,458	1,206,661
401 GF Finance Utility Billing	282,628	291,106	299,840	308,835	318,100	327,643	337,472	347,596	358,024	368,765
611 HR Insurance	133,580	137,587	141,715	145,966	150,345	154,856	159,502	164,287	169,215	174,292
3770 W&S Engineering	303,472	312,576	321,953	331,612	341,560	351,807	362,361	373,232	384,429	395,962
3601 PW Administration	182,098	187,560	193,187	198,983	204,952	211,101	217,434	223,957	230,676	237,596
COH Purchase Water	-	-	-	-	-	-	-	-	-	-
3WWTF Blackhawk WWTP - Sewer	2,998,739	3,148,676	3,306,110	3,471,416	3,644,987	3,827,236	4,018,598	4,219,528	4,430,504	4,652,029
0 Other	-	-	-	-	-	-	-	-	-	-
Total	5,614,609	5,844,487	6,084,347	6,334,645	6,595,857	6,868,483	7,153,045	7,450,091	7,760,194	8,083,955

Budget Code

40 Personnel Svcs	\$ 1,563,080	\$ 1,610,470	\$ 1,659,307	\$ 1,709,636	\$ 1,761,503	\$ 1,814,957	\$ 1,870,046	\$ 1,926,820	\$ 1,985,334	\$ 2,045,639
50 Supplies	103,443	107,315	111,355	115,572	119,976	124,576	129,382	134,406	139,660	145,156
60 Maintenance	286,756	295,359	304,220	313,346	322,747	332,429	342,402	352,674	363,254	374,152
70 Services	656,965	676,873	697,387	718,528	740,314	762,765	785,901	809,744	834,316	859,639
80 Capital Outlay	-	-	-	-	-	-	-	-	-	-
90 Other	5,625	5,794	5,968	6,147	6,331	6,521	6,717	6,918	7,126	7,340
COH Purchase Water	-	-	-	-	-	-	-	-	-	-
3WWTF Blackhawk WWTP - Sewer	2,998,739	3,148,676	3,306,110	3,471,416	3,644,987	3,827,236	4,018,598	4,219,528	4,430,504	4,652,029
Total	5,614,609	5,844,487	6,084,347	6,334,645	6,595,857	6,868,483	7,153,045	7,450,091	7,760,194	8,083,955
Total Operating Expenses	5,614,609	5,844,487	6,084,347	6,334,645	6,595,857	6,868,483	7,153,045	7,450,091	7,760,194	8,083,955
Net Revenues for Transfers, Capital Outlays and Debt Service	4,393,670	4,878,985	5,459,215	5,850,841	6,180,583	6,507,543	6,639,486	6,701,596	6,757,408	6,804,221

CITY OF FRIENDSWOOD WATER/WASTEWATER COST OF SERVICE MODEL										
	Current 2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Wastewater Summary										
Scen: 2024 01 22 -- Status Quo										
Capital Outlays	86,845	89,450	92,134	94,898	97,744	100,677	103,697	106,808	110,012	113,313
Debt Service										
Debt Service -- Current	1,155,175	1,157,977	1,153,846	1,158,066	1,158,971	1,157,337	1,156,598	1,158,403	1,156,493	1,156,116
Debt Service -- Future	-	979,383	2,350,519	3,068,733	3,362,548	3,460,487	3,721,656	3,826,123	3,826,123	3,826,123
Total Debt Service	1,155,175	2,137,360	3,504,365	4,226,799	4,521,519	4,617,824	4,878,254	4,984,526	4,982,616	4,982,239
Net Revenues for Contingencies & Transfers	3,151,650	2,652,175	1,862,716	1,529,144	1,561,320	1,789,042	1,657,536	1,610,261	1,664,780	1,708,670
Total Contingencies & Transfers	1,266,583	1,304,580	1,343,717	1,384,029	1,425,550	1,468,316	1,512,366	1,557,737	1,604,469	1,652,603
Total Cost of Service	8,123,212	9,375,877	11,024,563	12,040,371	12,640,671	13,055,300	13,647,362	14,099,162	14,457,291	14,832,110
Net Revenues	1,885,068	1,347,595	518,999	145,115	135,770	320,726	145,170	52,525	60,311	56,067
Percent of COS	18.8%	12.6%	4.5%	1.2%	1.1%	2.4%	1.1%	0.4%	0.4%	0.4%
Debt Coverage										
Excludes Debt, Cap Outlays, G/F Transfers	3.80	2.28	1.56	1.38	1.37	1.41	1.36	1.34	1.36	1.37
All Inclusive	2.63	1.63	1.15	1.03	1.03	1.07	1.03	1.01	1.01	1.01

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: December 2, 2024

Date submitted: 11/01/2024

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 XII" 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 twelfth 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. XII
2. FY24 BA XII Exhibit A 12-02-2024
3. FY 24 BA XII Exhibit B 12-02-2024

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 XII" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR 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 XII" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2023-24" attached hereto. Said Budget Amendment XII 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 2nd day of December, 2024.

JOE MATRANGA, Mayor Pro Tem

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 XII
December 2, 2024**

1. **City Attorney's Office - TIRZ #2 Legal Fees, \$73,136.** Appropriate funds for legal fees related to developer counsel services for TIRZ #2. The funding source will be unassigned general fund balance and will be reimbursed by TIRZ #2 once funds become available.
2. **City Attorney's Office - TIRZ #2 Litigation, \$107,605.** Appropriate funds for litigation expenses related to outside legal counsel for TIRZ #2. The funding source will be unassigned general fund balance and will be reimbursed by TIRZ #2 once funds become available.
3. **City Attorney's Office - Prosecutor Expenses, \$26,534.** Appropriate funds for prosecutor wages. The prosecutor wages were increased in FY2023 and not reflected in the FY2024 budget. The funding source will be unassigned general fund balance.
4. **Public, Education, and Governmental Access (PEG) Channel Enhancement, \$61,843.** Appropriate PEG funds for council chamber architectural services as part of the council chamber remodel project (\$62,250) and reverse the unused portion of the August PEG appropriation for cable tracing in relationship to the same project (-\$407). The funding source will be restricted general fund balance from PEG Channel revenue.
5. **Police Department – Naloxone Overdose Emergency Kit Cabinet, \$137.** Appropriate general fund balance reserves designated for the Opioid Abatement Program for a Naloxone overdose emergency kit cabinet. The funds will be appropriated to the Patrol division's operating equipment account.
6. **Finance – Credit Card Processing, \$23,036.** Appropriate credit card fee revenue above budgeted amount to offset credit card processing expenses. Funds will be appropriated to the Utility Billing credit card fees expense account.
7. **Blackhawk WWTP Aeration Project, \$2,403,556.** Transfer funds from the public works operating budget for capital expenses related to the Blackhawk WWTP Aeration Project. The funding was included in the FY2024 water and sewer fund operating budget. Funds will be transferred to the capital improvement division where the expenditure is recorded.
8. **Lift Station Mitigation Packages #2 & #3, \$2,820.** Transfer funds to cover electrical work for several lift stations in Lift Station Mitigation Packages #2 & #3. CenterPoint required electric meter upgrades as part of the mitigation construction projects. The funds will be transferred from the Public Works' Lift Station Maintenance account to the capital improvements division.
9. **Lift Station Mitigation Package #3 – Change Order, \$3,000.** Appropriate funds for a change order related to Lift Station Mitigation Package #3. A change order was executed with CMT Technical Services for additional materials testing related to the construction phase of the project. The funding source will be water and sewer working capital.

City of Friendswood				
December 2, 2024				
2023-2024 Budget Amendment XII - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-0000-30500		Appropriate unassigned general fund balance for legal fees TIRZ #2	(73,136)
1	001-0801-411.7110		Appropriate unassigned general fund balance for legal fees TIRZ #2	73,136
2	001-0000-30500		Appropriate unassigned general fund balance for litigation expenses associated with TIRZ #2	(107,605)
2	001-0801-411.7110		Appropriate unassigned general fund balance for litigation expenses associated with TIRZ #2	107,605
3	001-0000-30500		Appropriate unassigned general fund balance to cover increased prosecutor wages	(26,534)
3	001-0801-411.4220		Appropriate unassigned general fund balance to cover increased prosecutor wages	26,534
4	001-0000-30500		Reverse unused portion of appropriation for council chambers cable tracing from restricted fund balance reserves PEG Channel revenue	407
4	001-7001-419.7800	FCPEGEXP	Reverse unused portion of appropriation for council chambers cable tracing from restricted fund balance reserves PEG Channel revenue	(407)
4	001-0000-30500		Appropriate restricted general fund balance reserves from PEG Channel revenue for council chambers renovation project architectural services	(62,250)
4	001-7001-419.7800	FCPEGEXP	Appropriate restricted general fund balance reserves from PEG Channel revenue for council chambers renovation project architectural services	62,250
5	001-0000-30500		Appropriate general fund reserves opioid settlement funds for Naloxone overdose emergency kit cabinet	(137)
5	001-2120--421.5800	OATFEXP	Appropriate general fund reserves opioid settlement funds for Naloxone overdose emergency kit cabinet	137
6	401-0000-34010		Appropriate credit card fee revenue to offset credit card processing fee expenses	(23,036)
6	401-0401-415.7802		Appropriate credit card fee revenue to offset credit card processing fee expenses	23,036
7	401-3656-433.7473		Transfer funds budgeted in FY24 in the Water & Sewer Fund to CIP division for the Blackhawk WWTP Aeration Project	(2,403,556)
7	401-7001-433.8591		Transfer funds budgeted in FY24 in the Water & Sewer Fund to CIP division for the Blackhawk WWTP Aeration Project	2,403,556
8	401-3656-433.6552		Appropriate water and sewer working capital for electrical meter upgrades for Lift Station Mitigation Packages 2 & 3	(2,820)
8	401-7001-433.8552		Appropriate water and sewer working capital for electrical meter upgrades for Lift Station Mitigation Packages 2 & 3	2,820
9	401-0000-30600		Appropriate water and sewer working capital for a change order related to Lift Station Mitigation Package #3 - materials testing	(3,000)
9	401-7001-433.8598		Appropriate water and sewer working capital for a change order related to Lift Station Mitigation Package #3 - materials testing	3,000

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

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

Date requested for City Council consideration: December 2, 2024

Date submitted: 11/01/2024

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

Subject: Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment III" 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 third set for fiscal year 2024-2025.

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. III
2. FY25 BA III Exhibit A 2024-12-02
3. FY25 BA III Exhibit B 2024-12-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2024-25, PASSED AND APPROVED AUGUST 26, 2024, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2024-25, BY APPROVING "BUDGET AMENDMENT III" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, by Ordinance No. 2024-25, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2024-25"; 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 2024-25; 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 2024-25" is hereby amended for municipal purposes as shown on "Budget Amendment III" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2024-25" attached hereto. Said Budget Amendment III shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

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

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

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

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 2nd day of December, 2024.

JOE MATRANGA, Mayor Pro Tem

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year FY2024-2025
Budget Amendment III
December 2, 2024**

1. **Department of Emergency Services – Insurance Proceeds, \$414.** Appropriate insurance proceeds from TML-IRP for the repair of FM16 which was damaged in an accident on September 5, 2024. Funds will be appropriated to the Fire Prevention division's vehicle maintenance account.
2. **Library – Special Services Contract, \$15,000.** Appropriate funds for a special services contract with Friends of the Library. The City entered into an agreement on October 3, 2024, for regular and ongoing services and programs for the benefit of the City's public library. The funding source will be unassigned general fund balance.
3. **Emergency Sinkhole Repair, \$117,000.** Appropriate funds for emergency repairs due to a sinkhole at Ravine Drive. A contract with Westbrook Contractors, LLC was approved at the November 4, 2024, City Council meeting. The contract is for emergency repairs to a stormwater drainage manhole. The funding source will be unassigned general fund balance.
4. **Blackhawk Boulevard Phase II-B – Change Order, \$39,330.** Appropriate funds for a change order related to engineering services for Blackhawk Boulevard Phase II-B. The City signed an amendment to the engineering contract with HDR Engineering, Inc. on November 6, 2024, for additional engineering services for the construction phase of the contract. The funding source will be the streets improvement fund unassigned fund balance.
5. **Lift Station Mitigation Package #3 – Change Order, \$4,395.** Appropriate funds for a change order related to Lift Station Mitigation Package #3. A change order was executed with McDonald Municipal & Industrial on October 28, 2024, for electrical work related to the construction phase of the project. The funding source will be water and sewer working capital.

City of Friendswood				
December 2, 2024				
2024-2025 Budget Amendment III - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	001-0000-38310		Appropriate insurance proceeds from TML-IRP for damages to FM16 in the Dept of Emergency Services Fire Prevention division	(414)
1	001-2503-422.6300	FM16	Appropriate insurance proceeds from TML-IRP for damages to FM16 in the Dept of Emergency Services Fire Prevention division	414
2	001-0000-30500		Appropriate unassigned general fund balance for Friends of the Library special services contract	(15,000)
2	001-6310-459.7800		Appropriate unassigned general fund balance for Friends of the Library special services contract	15,000
3	001-0000-30500		Appropriate unassigned general fund balance for the emergency sinkhole repair at Ravine Drive	(117,000)
3	001-3620-431.6530		Appropriate unassigned general fund balance for the emergency sinkhole repair at Ravine Drive	117,000
4	170-0000-30100		Appropriate unassigned fund balance for additional engineering services for Blackhawk Boulevard Phase II-B	(39,330)
4	170-7001-431.7130		Appropriate unassigned fund balance for additional engineering services for Blackhawk Boulevard Phase II-B	39,330
5	401-0000-30600		Appropriate water and sewer working capital for a change order related to Lift Station Mitigation Package #3 - electrical work	(4,395)
5	401-7001-433.8552	LS022MIT	Appropriate water and sewer working capital for a change order related to Lift Station Mitigation Package #3 - electrical work	4,395

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: December 2, 2024

Date submitted: 10/17/2024

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

Subject: Consider a resolution casting its votes in the election of members of the Board of Directors of the Galveston Central Appraisal District (GCAD) 2025.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution allows the Council to cast its votes in the election of members of the Board of Directors of the Galveston Central Appraisal District (GCAD) 2025.

On October 7th, the Council approved Resolution No. R2024-34 that submitted the following individuals as nominees to the Board of Directors of the Galveston Central Appraisal District (GCAD) for a two-year term set to begin January 1, 2025, and end on December 31, 2026:

- Chad Tresler,
- Scott Brast, and
- Robin Collins.

The City of Friendswood (the "City") may cast all its 123 votes for one candidate or distribute them among candidates for any number of directorships. The City's ballot will be approved via resolution and submitted to the chief appraiser before the December 15th deadline.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - GCAD Ballot
2. 2025 GCAD Ballot
3. Resolution No. R2024-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF UP TO FIVE CANDIDATES TO THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Chief Appraiser of the Galveston Central Appraisal District has delivered to the Mayor of the City of Friendswood the names of those persons duly nominated as candidates to serve on the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors of the Galveston Central Appraisal District consists of nine (9) total members, comprised of the following:

- five (5) appointed members who serve staggered terms, beginning January 1, 2025,
- three (3) elected members, and
- the Tax-Assessor Collector, as an ex officio member; and

WHEREAS, the City of Friendswood is a voting unit entitled to vote for up to five (5) candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired; and

WHEREAS, the City deems it appropriate and in the public interest to cast its votes for the candidate(s) of its choice to fill such positions; 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 123 votes for the following individual(s) to fill positions on the Board of Directors of the Galveston Central Appraisal District:

Nominee	Votes Cast
Brast, Scott	123
Collins, Robin	-
Doyle, Matt	-
Farmer, Thomas E.	-
Gartman, Donald	-
Tressler, Chad	-
Walker, Patricia	-
TOTAL	123

Section 3. That the Mayor be, and he 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 the Chief Appraiser of the Galveston Central Appraisal District on or before December 15, 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 2nd day of December, 2024.

JOE MATRANGA, Mayor Pro Tem

ATTEST:

LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



Chief Appraiser, Krystal L. McKinney RPA, CCA

2025

Board of Directors Election

BALLOT

Number of Votes Taxing Unit is Eligible to Cast:	Voting Unit:
123	City of Friendswood

CANDIDATES	VOTES
Brast, Scott	123
Collins, Robin	
Doyle, Matt	
Farmer, Thomas E.	
Gartman, Donald	
Tressler, Chad	
Walker, Patricia	

- ◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- ◆ DEADLINE: *before December 15th, 2024*

RESOLUTION NO. R2024-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, NOMINATING ONE OR MORE CANDIDATES FOR POSITIONS ON THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the Galveston Central Appraisal District consists of five (5) members who serve two-year terms beginning January 1; and

WHEREAS, the Directors are elected by the voting units of the Galveston Central Appraisal District; and

WHEREAS, the City Council of the City of Friendswood, Texas, is a voting unit in the Galveston Central Appraisal District; and

WHEREAS, this is the selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the City Council of the City of Friendswood, Texas, is entitled to submit the names of five (5) nominees or less for election to the Board of Directors of the Galveston Central Appraisal District; NOW THEREFORE,

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

Section 1. That the findings and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all intents and purposes.

Section 2. That the City Council of the City of Friendswood hereby nominates Chad Tressler, Scott Brast, and Robin Collins for positions on the Board of Directors of the Galveston Central Appraisal District as shown in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 3. That the Mayor of the City of Friendswood be and is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the Chief Appraiser of the Galveston Central Appraisal District on or before October 15, 2024.

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

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



MIKE FOREMAN, Mayor

ATTEST:



LETICIA BRYSCH, City Secretary

APPROVED AS TO FORM:



KAREN L. HORNER, City Attorney



Exhibit "A"
GALVESTON CENTRAL APPRAISAL DISTRICT
2025 Board of Directors Election

NOMINATION

VOTING UNIT

City of Friendswood

You may nominate up to (5) five before October 15th, 2024.
Anything received on or after October 15th will be considered late.

NOMINEE(S)

1. **Chad Tressler**

Name

Telephone Number

2. **Scott Brast**

Name

Telephone Number

3. **Robin Collins**

Name

Telephone Number

4.

Name

Address

Telephone Number

5.

Name

Address

Telephone Number

Please note: The written resolution showing the nominee's name is required.

09-05-2024

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: December 2, 2024

Date submitted: 11/18/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider awarding a Construction Contract to and authorizing Change Order No. 1 with Servox, LLC, for the New Ground Storage Tank at Surface Water Plant #1 Project (2024-12).

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The New Ground Storage Tank at Surface Water Plant #1 project will replace an aging storage tank to enhance the City's water storage capacity and ensure compliance with TCEQ requirements. The scope includes the construction of a 0.6 MGD concrete ground storage tank, associated piping, instrumentation, and site improvements. The project also includes upgrades to the booster pump station and the installation of a natural gas generator to improve system reliability during power outages.

Bids for this federally funded project were publicly advertised and opened on October 31, 2024. Three bids were received and reviewed for compliance with the contract documents and federal funding requirements.

The apparent low bidder, IECON, Inc., was disqualified because they failed to provide proof of registration on the System for Award Management (SAM.gov). SAM.gov is a federal database used to ensure contractors are eligible to receive federal funding. Registration verifies that contractors meet specific federal standards, such as compliance with laws and regulations, absence from federal exclusion lists, and adherence to required certifications. It also provides transparency in federal contracting, ensuring that public funds are allocated to responsible and vetted entities. Without this registration, IECON, Inc. cannot legally be awarded a federally funded contract.

Due to the approaching federal funding obligation deadline of December 31, 2024, it is imperative to award the contract promptly. The next lowest bidder, Servox, LLC, submitted a fully compliant bid totaling \$4,401,136.53. Servox, LLC, has demonstrated the requisite experience and capability to successfully complete this project.

This item also authorizes Change Order #1 in the amount of \$619,712.32, which includes approximately 9% for Owner's Contingency, totaling \$399,655.49, and a 5% Testing Allowance of \$220,056.83. These adjustments will bring the total contract price to \$5,020,848.85.

This project is funded through the American Rescue Plan Act (ARPA).

Upon approval, the City will proceed with contract execution and coordination with Servox, LLC, to begin construction.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. SWP No 1 - Standard Contract Agreement
2. 00510 - Change Order #1 SWP No. 1 (1)
3. Tank Project Location
4. SWP1 Engineer's Recommendation and Bid Tab
5. Form 1295 Certificate
6. Government Code Verification
7. Certificate of Insurance Exp 02-06-2025

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT****CONTRACTING
SERVICES**

THE STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 2nd day of December, 2024, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and Servox, LLC, 21302 Provincial Blvd. Ste. A, Katy, Texas 77450 (hereinafter called the "CONTRACTOR") acting herein by Francisco Naranjo, Chief Executive Officer hereunto duly authorized:

WITNESSETH THAT:

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

ARTICLE I: WORK

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

FRIENDSWOOD PROJECT 14 SWP #1 – NEW GST & PUMP IMPROVEMENTS

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

Friendswood Project 14 SWP #1 – New GST & Pump Improvements will include Project generally includes Installation of new 0.6 MGD ground storage tank, pump station improvements, installation of new generator, installation of chemical analyzer and rerouting of chemical injection. Demolition of existing 0.5 MGD steel ground storage tank, pumps, process piping, appurtenances, pipe supports, electrical facilities.

ARTICLE II: DESIGN PROFESSIONAL

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

ARTICLE III: CONTRACT TIME**00230-1**

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT****CONTRACTING
SERVICES**

- 3.1 The Work shall be Substantially Complete within THREE HUNDRED NINETY (390) WORKING Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within FOUR HUNDRED FIFTEEN (415) WORKING Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

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

ARTICLE V: CONTRACT PRICE

- 5.1 The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00145 – Unit Price Form.
- 5.2 TOTAL AMOUNT OF BID is FOUR MILLION FOUR HUNDRED ONE THOUSAND ONE HUNDRED THIRTY-SIX and 53/100 CENTS (\$4,401,136.53).
- 5.3 As provided in the General Conditions estimated quantities are not

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT****CONTRACTING
SERVICES**

guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

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

ARTICLE VII: INTEREST

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

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT****CONTRACTING
SERVICES**

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

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

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

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

ARTICLE IX: THE CONTRACT DOCUMENTS

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

- 9.1 Any modification, including Change Orders, duly delivered after Execution of the Agreement
- 9.2 Addenda as issued, with Acknowledgement of Addenda if applicable
- 9.3 Federal Contract Required Clauses, including Certification for Contracts, Grants, Loans and Cooperative Agreements
- 9.4 Standard Agreement for Contracting Services (this agreement)
- 9.5 General Conditions.
- 9.6 Supplemental Conditions
- 9.7 Technical Specifications Divisions 1 through 16
- 9.8 Request for Proposals (Cover Sheet and numbered sheets)
- 9.9 Post-Bid Procedures

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

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

ARTICLE X: INDEMNIFICATION

CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE

PERFORMANCE OF THIS AGREEMENT.

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

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

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS, A

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT****CONTRACTING
SERVICES****RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN
SUBSTANTIALLY THE SAME FORM AS ABOVE.****ARTICLE XI: MISCELLANEOUS**

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

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

a. For Convenience.

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

b. For Cause.

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

- (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
- (2) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;
- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;
- (4) If within ten (10) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy

**CITY OF FRIENDSWOOD
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any defective work or work that does not conform to the requirements of this Contract, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or covenants contained in this Contract or any other current agreement between the Contractor and another City for similar construction work on other property; or

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

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

c. Procedure after Notice of Termination.

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

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

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

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Representative or the City for the protection and preservation of the work.

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

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

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

12.1 The City:

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

12.2 The Contractor:

Servox, LLC
21302 Provincial Blvd. Ste. A

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONTRACTING
SERVICES**

Katy, Texas 77450

ARTICLE XIII: VENUE

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

**CITY OF FRIENDSWOOD
STANDARD CONTRACT AGREEMENT**

**CONTRACTING
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EXECUTED IN on behalf of the Contractor by Francisco Naranjo its Chief Executive Officer shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 2nd day of December, 2024.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

Servox, LLC

MAYOR

DocuSigned by:
Francisco Naranjo
37A3338C72954A9
BY: _____
Chief Executive Officer

DATE: _____

DATE: 11/21/2024

ATTEST:

ATTEST:

CITY SECRETARY

DocuSigned by:

OFFICER OR SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

CHANGE ORDER

CHANGE ORDER No.: CO-1

PROJECT NAME: Project 14 – New Ground Storage Tank at Surface Water Plant #1

PROJECT NUMBER: 21W09001

TO: FRANCISCO NARANJO
SERVOX, LLC
21302 PROVINCIAL BOULEVARD, SUITE A
KATY, TX 77450

Proposed Change:	Add	Deduct
Add new Allowance item “1. Owner’s Contingency” under Specification 00145, Section 5.4 Allowances.	\$399,655.49	-
Add new Allowance item “2. Materials Testing” under Specification 00145, Section 5.4 Allowances.	\$220,056.83	-
Request For Time Change	-	-

Original Contract Amount:	<u>\$4,401,136.53</u>	Original Contract Time:	<u>415</u>
Net Previous Change Orders:	<u>\$0.00</u>	Net Previous Time Changes:	<u>0</u>
Total Contract Amount:	<u>\$4,401,136.53</u>	Total Time Amount:	<u>415</u>
This Change Order Amount Adds:	<u>\$619,713.32</u>	This Change Order Time Adds:	<u>0</u>
This Change Order Amount Deducts:	<u>\$0.00</u>	This Change Order Time Deducts:	<u>0</u>
New Contract Amount:	<u>\$5,020,848.85</u>	New Contract Time:	<u>415</u>

We, the undersigned, enter to agreement on the change of Contract Price and/or change in Contract Time.

SERVOX, LLC

Date

MIKE FOREMAN
Mayor
City of Friendswood

Date

END OF DOCUMENT

00510-1

New Ground Storage Tank at Surface Water Plant #1 Project

Legend

 Project Location



Google Earth

Image © 2024 Airbus

1000 ft



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: December 2, 2024

Date submitted: 11/18/2024

Prepared by: Linda Newsted, Administrative Assistant

Subject: Consider awarding a Construction Contract to and authorizing Change Order No. 1 with R Construction Civil, LLC, for the Clear Creek Waterline Installation Project (2024-11).

Originating Department: Engineering

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Clear Creek Crossing Waterline Installation Project involves the construction of approximately 6,700 linear feet of 24-inch water transmission main. The project route extends from Blackhawk Boulevard to South Friendswood Drive, enhancing the City's water distribution infrastructure and improving system reliability.

The project includes both open-cut and trenchless construction methods, along with associated site restoration and integration with existing infrastructure. Alternate 3, which is recommended for inclusion, adds an additional 1,180 linear feet of water line, extending the project further to FM-518.

Bids for the project were publicly advertised and opened on October 31, 2024. A total of three bids were received and reviewed for accuracy and compliance with contract documents. The evaluation accounted for a unit conversion error that affected specific line items across all bids.

The apparent low bidder, R Construction Civil, LLC, submitted a base bid of \$3,625,945.00. Including Alternate 3 at \$741,564.00, the total award amount is \$4,367,509.00. This bid was deemed responsive and competitive. R Construction Civil, LLC, has demonstrated prior experience working with the City of Friendswood and surrounding areas.

This item also authorizes Change Order No. 1 in the amount of \$614,668.19, which includes approximately 9% for Owner's Contingency, totaling \$396,292.74, and a 5% Testing Allowance of \$218,375.45. These adjustments bring the total contract price to \$4,982,177.19.

This project is funded through the American Rescue Plan Act (ARPA), with allocations covering both the base bid and Alternate 3.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Standard Agreement - R Construction Civil
2. Change Order #1 Clear Creek Crossing
3. CCC Project Path
4. CCC Engineer's Recommendation and Bid Tab
5. Form 1295 Certificate
6. 00285 - Performance Bond
7. 00290 - Payment Bond
8. Certificate of Insurance Exp 05-01-2025

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

**STANDARD AGREEMENT FOR
CONTRACTING SERVICES**

THIS AGREEMENT, entered into as of this 2nd day of December 2024, by and between the City of Friendswood, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by approval of the City Council of the City of Friendswood and R Construction Civil, LLC, P.O. Box 189, Buffalo, TX 75831 (hereinafter called the "CONTRACTOR") acting herein by Brody Maedgen, Executive Vice President/Chief Operating Officer hereunto duly authorized:

WITNESSETH THAT:

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

ARTICLE I: WORK

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

PROJECT 1 – CLEAR CREEK CROSSING

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

Clear Creek Crossing will include approximately 5,560 linear feet of new 24-inch water line to be placed in parallel to the existing transmission line starting at Quaker Drive and ending at the intersection at Blackhawk Blvd. This includes the trenchless construction across Clear Creek, valves, fittings, any other appurtenances to complete the work, interconnections to existing water lines, street replacement, sidewalk replacement, driveway replacement, and tree removal and planting. May also include Bid alternates from STA. 11+45 – STA. 23+00., along Spreading Oaks Ave and 24" HDPE (DR, 13.5 DIPS) in 36" Steel Casing Via Microtunnel or Direct Steerable Pipe Thrusting.

ARTICLE II: DESIGN PROFESSIONAL

- 2.1 The Project has been designed by Garver, 12141 WICKCHESTER LANE, SUITE 200, HOUSTON, TX 77079, who is hereinafter called the Design Professional and who is to act as the City's Representative, assume all duties and responsibilities and shall have the rights and authority assigned

to the Design Professional in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III: CONTRACT TIME

- 3.1 The Work shall be Substantially Complete within one-hundred sixty days (160 days) Working Days after the date when the Contract Time commences to run as provided by the General Conditions.
- 3.2 The Work shall have Final Completion and be ready for Final Payment in accordance with the General Conditions within one-hundred ninety days (190 days) Working Days after the date when the Contract Time commences to run as provided by the General Conditions.

ARTICLE IV: LIQUIDATED DAMAGES

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

ARTICLE V: CONTRACT PRICE

- 5.1 with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Document 00145 - Unit Price Bid Form.

- 5.2 TOTAL AMOUNT OF BID is FOUR MILLION THREE HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED NINE 00/100 dollars (\$4,367,509.00).
- 5.3 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the City as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. Unit prices specified as per lump sum have been computed an accordance with of the General Conditions.

ARTICLE VI: PAYMENT PROCEDURES

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

ARTICLE VII: INTEREST

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

ARTICLE VII: CONTRACTOR'S REPRESENTATIONS

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

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

incident hereto. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with other terms and conditions of the Contract Documents.

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CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE

TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

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

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

PARTY INDEMNIFIED HEREUNDER.

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

ARTICLE XI: MISCELLANEOUS

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

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

a. For Convenience.

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

b. For Cause.

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

- (1) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
- (2) If a receiver, trustee or liquidator of any of the property or income of the Contractor shall be appointed;

- (3) If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by the time schedules;
- (4) If within ten (10) calendar days after written notice thereof from the City or the City's Representative, the Contractor shall fail to remedy any defective work or work that does not conform to the requirements of this Contract, specifications, and other Contract Documents, or any other default under any of the terms, provisions, conditions, or covenants contained in this Contract or any other current agreement between the Contractor and another City for similar construction work on other property; or
- (5) If the Contractor shall fail for any reason other than the failure by the City to make payment called upon when due.

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

c. Procedure after Notice of Termination.

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

- (1) Stop the work on the date and to the extent specified in the notice of termination;
- (2) Place no further orders or subcontracts for services, equipment, or material, except as may be necessary for completion of such portion of the work as is not terminated;
- (3) Immediately terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (4) Assign to the City, in the manner and to the extent directed by it, all of the right, title and interest of the Contractor under the orders or subcontracts so terminated in which case, the City shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) With the approval of the City, settle all outstanding liabilities and all claims arising out of such termination, orders and subcontracts;
- (6) Deliver to the City, when directed by the City, all documents and all

property, which if the work had been completed, the Contractor would have been required to account for or deliver to the City, and transfer title to such property to the City to the extent not already transferred; and/or

- (7) Take actions necessary or as otherwise directed by the City's Representative or the City for the protection and preservation of the work.

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

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

- 11.3 The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

- 11.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision.

- 11.5 Other Provisions - None.

ARTICLE XII: ADDRESSES FOR GIVING NOTICES

- 12.1 The City:

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

12.2 The Contractor:
R Construction Civil, LLC
P.O. Box 189
Buffalo, TX 75831

ARTICLE XIII: VENUE

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

EXECUTED IN on behalf of the Contractor by Brody Maedgen its Executive Vice President/Chief Operating Officer shown below, and on behalf of the City by Mike Foreman, its Mayor, thereto duly authorized this 2nd day of December, 2024.

ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

CONTRACTOR:

CITY OF FRIENDSWOOD, TEXAS

R CONSTRUCTION CIVIL, LLC

MAYOR

BY:  Brody Maedgen, EVP/COO
EXECUTIVE VICE PRESIDENT/
CHIEF OPERATING OFFICER

DATE: _____

DATE: 11/21/2024

ATTEST:

ATTEST:

CITY SECRETARY


(OFFICER OR SECRETARY)
Kira Perney, Project Coordinator

APPROVED AS TO FORM:

CITY ATTORNEY

END OF SECTION

CHANGE ORDER

CHANGE ORDER No.: CO-1

PROJECT NAME: PROJECT 1 – CLEAR CREEK CROSSING

PROJECT NUMBER: 21W09001

TO: BRODY MAEDGON
R CONSTRUCTION CIVIL, LLC
P.O. BOX 189
BUFFALO, TX 75831

Proposed Change:	Add	Deduct
Add new Allowance item “1. Owner’s Contingency” under Specification 00145, Section 5.4 Allowances.	\$396,292.74	-
Add new Allowance item “2. Materials Testing” under Specification 00145, Section 5.4 Allowances.	\$218,375.45	-
Request For Time Change	-	-

Original Contract Amount:	<u>\$4,367,509.00</u>	Original Contract Time:	<u>190</u>
Net Previous Change Orders:	<u>\$0.00</u>	Net Previous Time Changes:	<u>0</u>
Total Contract Amount:	<u>\$4,367,509.00</u>	Total Time Amount:	<u>190</u>
This Change Order Amount Adds:	<u>\$614,668.19</u>	This Change Order Time Adds:	<u>0</u>
This Change Order Amount Deducts:	<u>\$0.00</u>	This Change Order Time Deducts:	<u>0</u>
New Contract Amount:	<u>\$4,982,177.19</u>	New Contract Time:	<u>190</u>

We, the undersigned, enter to agreement on the change of Contract Price and/or change in Contract Time.

R CONSTRUCTION CIVIL, LLC

Date

MIKE FOREMAN

Date

Mayor
City of Friendswood

END OF DOCUMENT

00510-1

Clear Creek Crossing Waterline Installation

Legend

 Project Path



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: December 2, 2024

Date submitted: 11/07/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider the Contract for the Transfer of a Law Enforcement Animal to transfer the ownership of retired K-9 Officer Rick from the Friendswood Police Department to Officer Cory McCombs.

Originating Department: Police Department

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

K-9 Rick is 6 years old and is no longer able to perform the duties of a police narcotic K-9. Therefore, Rick is now retired. Under this proposed agreement, the City will transfer ownership of Rick to Officer Cory McCombs, Rick's handler. This transfer is being made in accordance with Subchapter L, Chapter 614 of the Texas Government Code, which requires the transferee to humanely care for the animal, comply with all state and local laws applicable to keeping domestic animals, and to notify the City if the transferee is no longer able to humanely care for the animal. With the transfer, the City will be released all liability for and costs associated with Rick, including veterinary expenses.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Contract for Transfer of Rick to McCombs

CONTRACT FOR THE TRANSFER OF A LAW ENFORCEMENT ANIMAL

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Contract for the Transfer of a Law Enforcement Animal (this "Contract") is made and entered into by and between the City of Friendswood, a Texas home-rule municipal corporation (the "City") and Cory McCombs (hereinafter the "Transferee"). The Transferee and the City shall be known collectively as "Parties" and singularly as a "Party."

RECITALS

WHEREAS, in accordance with Section 52-1 of the Texas Constitution, the Legislature enacted Subchapter L of Chapter 614 of the Texas Government Code to allow a political subdivision to transfer a law enforcement animal to qualified transferee without consideration if the animal is determined to be suitable and eligible for transfer and such transfer is in the animal's best interest; and

WHEREAS, an animal is suitable and eligible for transfer if the head of the political subdivision's law enforcement agency determines the animal to be (i) suitable for transfer, after consulting with the animal's veterinarian, handlers, and other caretakers and (ii) surplus to the needs of the political subdivision because the animal is at the end of the animal's working life; and

WHEREAS, the Chief of the Friendswood Police Department, as the head of such law enforcement agency, has made requisite determinations concerning the suitability and eligibility of "Rick," a male Belgian Malinois Dog, brown in color, born on August 23, 2018 (the "Animal") for transfer; and

WHEREAS, the Transferee is the current K9 handler of the Animal and is capable of humanely caring for the Animal; and

WHEREAS, in accordance with Section 614.214 of the Texas Government Code, the City, by and through its City Council, desires to enter into this Contract to transfer the Animal subject to the terms and conditions contained herein;

NOW THEREFORE, the City and the Transferee, in consideration of the promises, covenants, and conditions, hereby mutually agree as follows:

1. Recitals. The Parties agree that the recitals contained hereinabove are true and correct.
2. Transfer and Acceptance.
 - a. Transfer. The City hereby transfers and conveys the Animal to the Transferee at no cost, subject to the terms and conditions contained in this Contract.
 - b. Acceptance. Upon such transfer, the Transferee hereby accepts the Animal and agrees to assume full responsibility, ownership, and control of the Animal and to comply with the terms and conditions contained in this Contract.
3. Transferee's Responsibilities. Upon the City's conveyance of the Animal to the Transferee and throughout the Animal's life, the Transferee shall:

- a. humanely care for the Animal, including providing food, shelter, and regular and appropriate veterinary care, including medication, to properly provide for the Animal's health;
- b. comply with all state and local laws applicable to keeping domestic animals;
- c. not transfer, sell, convey or assign the Animal to any person or entity, except as provided in subsection e hereinbelow;
- d. notify the City in writing if the Transferee is no longer able to humanely care for the Animal;
- e. immediately transfer and deliver the Animal to the City at the Friendswood Public Safety Building if:
 - (1) the Transferee is no longer able to humanely care for the Animal or
 - (2) the City Council of the City finds that the Transferee is no longer able to humanely care for the Animal;
- f. pay for all expenses related to the Animal, including, but not limited to, veterinary expenses associated with care of a condition of the Animal that existed before or at the time of this transfer, regardless of whether the City and/or the Friendswood Police Department was aware of the condition.

4. City's Responsibilities. The City shall:

- a. deliver the Animal to the Transferee at the Friendswood Public Safety Building on the effective date of this Contract, unless the Animal is already in the care and custody of the Transferee at that time and
- b. take possession of the Animal delivered pursuant to Section 3(e) of this Contract.

5. Liabilities.

- a. No Waiver of Governmental Immunity. The Transferee understands and agrees that the City, its officers, agents and employees (collectively the "City Parties") are not liable in a civil action for any damages arising from the transfer, including damages arising from the Animal's law enforcement training; and that nothing contained herein waives the City's governmental immunity to suit and from liability arising out of or in connection with the City's transferring the Animal to the Transferee.
- b. Transferee's Waiver and Release. The Transferee hereby waives and releases the City Parties from all actions (whether legal, equitable or declaratory in nature), proceedings (whether in courts or administrative bodies), alternative dispute resolution procedures (whether arbitration, mediation or otherwise) demands, claims, and causes of action, and other means of recovery, of whatever nature, for injuries to person (including, without limitation, death, dismemberment and emotional distress), or damages (whether to person, property or business and including, without limitation, all forms of monetary recovery, whether for general, special, compensatory, or punitive damages, loss of earnings, loss of earning capacity, loss of profits or other damages of whatever nature),

arising from the actions of or in any way related to the Animal from and after the transfer of the Animal in accordance with this Contract.

- c. **INDEMNITY AND HOLD HARMLESS.** THE TRANSFEREE AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY PARTIES FROM AND AGAINST ANY ACTIONS (WHETHER LEGAL, EQUITABLE OR DECLARATORY IN NATURE); PROCEEDINGS (WHETHER IN COURTS OR ADMINISTRATIVE BODIES); ALTERNATIVE DISPUTE RESOLUTION PROCEDURES (WHETHER ARBITRATION, MEDIATION, OR OTHERWISE); DEMANDS, CLAIMS AND CAUSE OF ACTION OF WHATEVER NATURE; COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES); JUDGMENTS ORDERS, DECREES, LIENS AND OTHER ENCUMBRANCES; LIABILITIES; INJURIES TO PERSON (INCLUDING, WITHOUT LIMITATION, DEATH, DISMEMBERMENT, AND EMOTIONAL DISTRESS); AND DAMAGES (WHETHER TO PERSON, PROPERTY, OR BUSINESS; INCLUDING, WITHOUT LIMITATION, ALL FORMS OF MONETARY RECOVERY, WHETHER FOR GENERAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES, LOSS OR EARNINGS, LOSS OF EARNING CAPACITY, LOSS OF PROFITS OR OTHER DAMAGES OF WHATEVER NATURE) ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT AND/OR THE ANIMAL FROM AND AFTER THE DATE OF THIS CONTRACT. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE TRANSFEREE FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

- d. **Survival.** Each subsection of this Section 5 herein shall not expire.

6. **Miscellaneous.**

- a. **Captions.** Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.
- b. **Interpretation and Severability.** The Transferee further expressly agrees that the the release and indemnity provisions in this Section 5 are intended to be as broad and inclusive as is permitted by the law of the State of Texas; and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full force and effect. This Contract shall not apply to any actions, proceedings, demands, claims and causes of action arising from the actions of the Animal occurring before the date of the Contract.
- c. **Notice.** All notices, demands, or other communications which this Contract contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective Party as noted below. If an address changes, the Party must advise the other Party of that new address in writing:

To GRANTOR:
City of Friendswood
910 S. Friendswood Drive
Friendswood, Texas 77546

To TRANSFEREE:
Cory McCombs
1600 Whitaker Drive
Friendswood, Texas 77546

- d. Amendments. This Contract may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- e. Severability. In the event any term of this Contract is held invalid by a court of competent jurisdiction or if it is found to be in contravention of any federal, state, or local law, the Contract shall be construed as not containing that portion or term, and the remainder of this Contract shall remain in full force and effect.
- f. Choice of Law; Venue. The interpretation, validity, and enforcement of the Contract shall be governed by and construed under the laws of the State of Texas. Any suit, claim, or legal proceeding of any kind related to this Contract shall be filed and heard in a court of competent jurisdiction in Galveston County, Texas.
- g. Complete Agreement. This Contract comprises the entire integrated understanding between the Parties concerning the transfer of the Animal. This Contract supersedes all prior negotiations, representations, or agreements.
- h. Ambiguities. In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.
- i. Authority. The individuals executing this Contract represent a warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the Transferee and the City and are freely doing so after each has had the opportunity to read and seek legal advice concerning the same. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract 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 _____, 2024, the date of execution by the Mayor of the City of Friendswood.

CITY:
CITY OF FRIENDSWOOD

TRANSFeree:
CORY MCCOMBS

MIKE FOREMAN, Mayor

CORY MCCOMBS

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: December 2, 2024

Date submitted: 11/14/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider ratifying and approving Maintenance Agreements for HVAC, Building Environmental Systems for City facilities with Star Service, Inc., through Choice Partners' national purchasing cooperative.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Maintenance Agreements with Star Service, Inc., through Choice Partners national purchasing cooperative, are job-order contracts for testing, inspecting, and preventative maintenance of HVAC building mechanical, electrical and plumbing systems in the following City facilities:

City Facility	Maintenance	Annual Cost
City Hall Library Animal Shelter Activity Center	Building Environmental Systems	\$22,443.00
Public Safety Bldg	HVAC Systems	\$44,304.00
Fire Stations	Building Environmental Systems	\$29,760.00
Blackhawk Facility	HVAC System	\$33,235.00
Activity Building Centennial Park City Hall Fire Station Nos. 1 - 4 Hanger Public Safety Bldg Blackhawk Facility Sports Park	Ice Machines	\$25,083.00
Total		\$154,825.00

The City, in making a purchase under the Choice Partners cooperative purchasing program, satisfies state law, which requires the City to seek competitive bids.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Maintenance Agreement for Building Environmental Systems for 4 City Buildings
2. Maintenance Agreement for HVAC Systems for PSB
3. Maintenance Agreement for HVAC System for Blackhawk Facility
4. Maintenance Agreement for Building Environmental Systems for Fire Stations 1-4
5. Maintenance Agreement for Ice Machines
6. Form 1295 Certificate 101294999_COE #20241202_signed
7. Government Code Verifications Form_Star Service_Signed



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
September 28, 2024	PC202004	

BY AND BETWEEN:

Star Service, Inc. 7425 Major St. Houston, TX 77061
--

AND

City of Friendswood 910 South Friendswood Dr. Friendswood, TX 77546
--

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):
Friendswood City Hall, Library, Animal Shelter, & Activity Center Facilities

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Fidelity Comfort Program
and associated Terms and Conditions

The AGREEMENT price is \$ 22,443.00 per year, payable \$ 1,870.25 per **Month** as serviced. AGREEMENT coverage will commence on October 1, 2024 and continue through September 30, 2025.

<u>Building</u>	<u>Current Price</u>	<u>New Price</u>
Animal Shelter Bldg. -	\$ 2,429.00/yr.	\$ 2,599.00/yr.
Activity Bldg. -	\$ 1,682.00/yr.	\$ 1,799.00/yr.
Library -	\$ 8,947.00/yr.	\$ 9,573.00/yr.
City Hall Bldg. -	\$ 7,918.00/yr.	\$ 8,472.00/yr.

This Contract Negotiated Through Choice Partners Mechanical, Electrical, and Plumbing (MEP-JOC) #23/039MR-R1

SCHEDULES INCLUDED:

- | | |
|------------------|---------------------------------|
| 1-Scope of Work | 2- Inventory of Equipment |
| 3-Filter Service | 4-Special Services / Provisions |

**** Services include monthly filter changes, monthly drain line cleaning, and quarterly belt changes.****

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date 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 of 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. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date hereof.

CONTRACTOR

Signature (Sales Representative)

Robin S. Robinson

Approved for Contractor:

Robin S. Robinson

Signature

Robin S. Robinson / VP of Business Development

Name & Title

9/28/2024

Date

CUSTOMER

Signature (Authorized Representative)

[Signature]

Morad Kabiri

Name (Print/Type)

City Manager

Title

11/20/2024

Date

TACLA113893C TECL35950 MPL43385

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157,
Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us



Fidelity Comfort Program

Proposal Date	Proposal Number	Agreement No.
September 28, 2024	PC202004	

Schedule 1

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING belt drives; drive couplings; air fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

TACLA113893C TECL35950 MPL43385

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157,
Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us



SCOPE OF WORK BY EQUIPMENT TYPE

1. Report in with the Customer Representative.
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends

COMPREHENSIVE ANNUAL MAINTENANCE Package Units

1. General Assembly

- a) Inspect for leaks and report leak check results.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Calculate refrigerant loss rate and report to the customer.
- d) Check the sheaves and pulleys for wear and alignment.
- e) Check the belts for tension, wear, cracks, and/or glazing.
- f) Check & Clean condenser and evaporator coils.
- g) Check & Clean evaporator fan.
- h) Replace air filters monthly.
- i) Verify proper damper operation.
- j) Check mechanical linkages for wear, tightness, and clearances.
- k) Check and Record Suction & Discharge Pressures.
- l) Check the VFD, if applicable.
- m) Verify the starter operation.
- n) Verify smooth operation of the compressors and fan motors.
- o) Review operating procedures with operating personnel.

2. Controls and Safeties

- a) Verify the operation of the discharge air temperature control device.
- b) Verify the operation of the outside air temperature control device.
- c) Verify the operation of the mixed air temperature control device.
- d) Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.
- e) Test the operation of the low evaporator pressure safety device. Calibrate, if applicable, and record setting.
- f) Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.
- g) Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- h) Verify the operation of the static pressure control.

3. Lubrication

- a) Lubricate damper bearings, if applicable.
- b) Lubricate motor bearing, if applicable.
- c) Lubricate fan bearings.
- d) Check oil level in the compressor(s), if applicable.
- e) Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.

4. Motor and Starter (If Applicable)

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check the contactors for free and smooth operation.
- d) Meg the compressor motor(s) and record readings.
- e) Verify the tightness of the compressor motor terminal connections.
- f) Verify the operation of the compressor oil heater(s).



SCHEDULED RUNNING INSPECTION Package Units

1. Check the general condition of the unit.
 2. Check condenser and evaporator coils
 3. Check evaporator fans.
 4. Check Air Filters, change monthly.
 5. Verify smooth operation of the compressors and fan motors.
 6. Check and record suction pressure.
 7. Check and record discharge pressure.
 8. Log the operating condition after system has stabilized.
 9. Verify the operation of the control circuits.
 10. Analyze the recorded data. Compare the data to the original design conditions.
 11. Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

COMPREHENSIVE ANNUAL INSPECTION Split System

1. General Assembly

- a) Inspect for leaks and report leak check results.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Calculate refrigerant loss rate and report to the customer.
- d) Check the sheaves and pulleys for wear and alignment.
- e) Check the belts for tension, wear, cracks, and/or glazing.
- f) Check & Clean condenser coils.
- g) Check & Clean fans.
- h) Verify proper damper operation.
- i) Check mechanical linkages for wear, tightness, and clearances.
- j) Check and Record Suction & Discharge Pressures.
- k) Check the VFD, if applicable.
- l) Verify the starter operation.
- m) Verify smooth operation of the compressors and fan motors.
- n) Review operating procedures with operating personnel.

2. Controls and Safeties

- a) Verify the operation of the discharge air temperature control device.
- b) Verify the operation of the outside air temperature control device.
- c) Verify the operation of the mixed air temperature control device.
- d) Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.
- e) Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.
- f) Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- g) Verify the operation of the static pressure control.

3. Lubrication

- a) Lubricate damper bearings, if applicable.
- b) Lubricate motor bearing, if applicable.
- c) Lubricate fan bearings.
- d) Check oil level in the compressor(s), if applicable.
- e) Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.



4. Motor and Starter (If Applicable)

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check the contactors for free and smooth operation.
- d) Meg the compressor motor(s) and record readings.
- e) Verify the tightness of the compressor motor terminal connections.
- f) Verify the operation of the compressor oil heater(s).

SCHEDULED RUNNING INSPECTION Split System

1. Check the general condition of the unit.
2. Check condenser and coils
3. Check fans.
4. Check Air Filters, change monthly.
5. Verify smooth operation of the compressors and fan motors.
6. Check and record suction pressure.
7. Check and record discharge pressure.
8. Log the operating condition after system has stabilized.
9. Verify the operation of the control circuits.
10. Analyze the recorded data. Compare the data to the original design conditions.
11. Review operating procedures with operating personnel.
12. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

COMPREHENSIVE ANNUAL INSPECTION AHU

1. General Assembly

- a) Inspect the unit for cleanliness.
- b) Inspect the fan wheel and shaft for wear and clearance.
- c) Check the sheaves and pulleys for wear and alignment.
- d) Check the belts for tension, wear, cracks, and glazing, change quarterly
- e) Verify tight bolts, set screws, and locking collars.
- f) Check dampers for wear, security and linkage adjustment.
- g) Verify clean condensate pan.
- h) Verify proper operation of the condensate drain.
- i) Verify clean air filters, change monthly
- j) Verify clean coils.
- k) Verify proper operation of the spray pump, if applicable.
- l) Verify smooth fan operation.

2. Lubrication

- a) Lubricate the fan shaft bearings, if applicable.
- b) Lubricate the motor bearings, if applicable.

3. Controls and Safeties

- a) Test the operation of the low temperature safety device, if applicable.
- b) Test the operation of the high static pressure safety device, if applicable.
- c) Test the operation of the low static pressure safety device, if applicable.
- d) Check the thermal cutout on electric heaters, if applicable.
- e) Check and record supply air and control air pressure, if applicable.
- f) Verify the operation of the control system and dampers while the fan is operating.



4. Motor and Starter

- a) Clean the starter and cabinet.
- b) Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable.
- c) Check the condition of the contacts for wear and pitting.
- d) Check the contactors for free and smooth operation.
- e) Meg the motor and record readings.
- f) Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected

SCHEDULED RUNNING INSPECTION AHU

- 1. Check the general condition of the fan.
- 2. Verify smooth fan operation.
- 3. Check and record supply and control air pressure, if applicable.
- 4. Verify the operation of the control system.
- 5. Log the operating conditions after the system has stabilized.
- 6. Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected.



Comfort Program

This Agreement is designed to provide the Customer with an ongoing maintenance agreement. This Agreement will be initiated, scheduled, administered, monitored and updated by the Service Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Contractor's own experience. The Customer is informed of the Agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT)

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s).

INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes.

ALIGNING belt drives; drive couplings; coil fins.

CALIBRATING safety controls; temperature and pressure controls.

TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.

ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats.

LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.

PAINTING for corrosion control, as directed by our scheduling system and on an as-needed basis.



Exclusions

Repairs to the Covered Equipment, the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates in addition to vehicle and other related service charges then in effect.

Unless otherwise stated in the Agreement or Special Provisions as being specifically included the following are excluded:

Main power to the equipment disconnect, ductwork and insulation, any Utility (electric, gas, water, or sewer) wiring, piping or isolation valves more than 36 inches from HVAC equipment, any hot water/chilled water piping, wiring or insulation more than 36 inches from HVAC equipment, crane services, temporary cooling, explosion proof equipment, water treatment/chemicals, boiler inspection certifications, any asbestos removal, an proprietary controls, changes to safety or work rules due to changes in regulations or changes in Customer interpretation of regulations or changes in Customer enforcement of regulations, equipment structural supports, oil storage tanks and cleaning interior of system(s) ductwork

Clarifications

The Customer shall permit the Service Contractor free and timely access to areas and the Covered Equipment and allow Service Contractor to start and stop the Covered Equipment as necessary to perform required services.

The Agreement price is conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs and service recommended by the Service Contractor, the Service Contractor may either remove the unacceptable system(s) component(s) or part(s) from the scope of this Agreement and adjust the annual Agreement price or terminate this Agreement.

This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Service Provider.

All normal service and maintenance will be performed during the Service Contractor's normal business hours. Should the Customer require service during a time other than during Service Contractor's normal business hours, the Customer shall pay the Service Contractor the additional overtime portion of the normal service rates. Normal overtime is time and one half or the normal service rates times 1.5. Holidays and Sundays are double time.

The Service Contractor, as a convenience to the Customer, accepts payments via most major credit cards. In the event the Customer wishes to pay Service Contractor by credit card, Customer agrees to reimburse the Service Contractor a surcharge of 4% of the amount of the invoice being charged (or to the extent permissible by law) if the Customer uses any major credit card, and the Customer authorizes Service Contractor to add the applicable surcharge to the credit card transaction.

All travel labor and travel and living expenses must be approved by the Customer in advance in writing before the same being incurred and shall be subject to the Customer's travel policy and GSA rates. The Customer shall not be liable for such expenses unless agreed to in writing consistent with this paragraph. In the event of a conflict between the City's travel policy and the GSA rates, the most restrictive shall control.



Comfort Terms and Conditions

Throughout this Agreement:

The City of Friendswood shall be known as the Customer.

Star Service Inc shall be known as the Service Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Service Contractor and the Customer. In the event the Customer seeks to have the Service Contractor enter into a separate written contract for the scope of work of this Agreement, then: (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract; (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

The Service Contractor accepts the care of the equipment listed in the Inventory of Equipment (the "Covered Equipment") as applicable to the Program. The Covered Equipment shall be maintained in the condition that exists at the beginning of the Term. Any defective components, excessive wear, maladjustments, improper installation, improper design, service by others, improper operation, or misapplication, shall not be considered the responsibility of the Service Contractor, other than normal Preventive Maintenance. Repairs and service required in restoring the Covered Equipment's capacity, reliability, design efficiency, or other shortcomings shall only be repaired with authorization and invoiced at normal service rates.

The Customer agrees to employ the Service Contractor exclusively for the service and repair work of the Covered Equipment and promptly notify the Service Contractor of any condition of the Covered Equipment that is unusual or that may adversely affect its operation and reliability. Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by the Service Contractor in writing, will be cause for Service Contractor to terminate or renegotiate the Service Contractor's obligation under this Agreement. This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Service Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Service Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Service Contractor at Service Contractor's current service rates.

All reasonable efforts shall be extended in performing the service as requested by the Customer, but the Service Contractor shall not be liable for any losses or consequential damage that arise out of misuse by the Customer or the Customer's agents or employees. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included in the scope of the Agreement.

The Customer agrees to pay the Service Contractor as set forth in the Agreement. The terms of payment for all other invoices submitted by the Service Contractor are net thirty (30) days from the Customer's receipt of such invoice or receipt of service, whichever is later. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any insurance companies or the Customer's client. In the event that the Customer objects to the charges in any invoice, the Customer shall notify the Contractor in writing the basis for such objection prior to the payment due date and if the Customer fails to provide written notice within such timeframe, the Customer's objection shall be deemed waived, and the invoice shall be deemed due and payable for the amount of such invoice. Unless the Agreement specifically states otherwise, the prices in this Agreement do not include sales tax, and to the extent sales tax is applicable to any services, materials and/or equipment, such sales tax will be listed separately on the Service Contractor's invoices, and the Customer agrees to pay for all applicable sales taxes.



The Customer further agrees to pay interest on delinquent payments at the rate set forth in Section 2251.025 of the Texas Government Code. In the event that the Customer fails to pay the Service Contractor in accordance with the agreed payment terms: (1) the Service Contractor may, at its sole discretion, stop all work under this Agreement until such time as the Customer's account is brought current. The Service Contractor and the Customer agree that in the event a dispute arises with respect to this Agreement, such dispute shall be resolved in a court of competent jurisdiction in Galveston County, Texas and this Agreement shall be governed and interpreted by the laws of the state Texas, exclusive of its conflict of laws principles. THE SERVICE CONTRACTOR AND THE CUSTOMER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE AFORMENTIONED STATE AGREE TO THE AFOREMENTIONED COUNTY AS THE APPROPRIATE VENUE FOR DISPUTES.

Where the Service Contractor renders service for the Customer other than those services specified in the Program, the Customer and the Service Contractor must agree to services and the cost to the Customer therefor in writing prior to such additional services being rendered.

The term of this Agreement (the "Term") is designated on the signature page of the Agreement. This agreement may be renewed by Customer upon giving service contractor notice at least (30) days prior to the expiration of the current Term or Renewal Term. If any of the rates to be charged by the Service Contractor for the upcoming Renewal Term will change, the Service Contractor will notify the Customer of such changes in writing at least sixty (60) days prior to the expiration of the current Term or Renewal Term.

The Service Contractor is liable to the Customer where damage to the Covered Equipment has been caused by the Service Contractor while performing routine maintenance or service, and then only to the extent of the replacement parts and installation thereof. In no event shall the Service Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of use of the Covered Equipment, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. During the Term of the Agreement, the Service Contractor agrees to either repair or replace any defective work performed by the Service Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Service Contractor. Unless otherwise agreed to in writing by the Service Contractor and the Customer, upon the termination of this Agreement or the expiration of the Term, whichever occurs first, the Service Contractor shall have no maintenance obligations other than to repair or replace work performed during the Term. Any warranty of the materials, parts and equipment installed by Service Contractor shall be subject to the manufacturers' standard warranty terms, if any, and Customer's exclusive remedy after the expiration or termination of this agreement with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty.

The Customer agrees to not solicit or hire employees of Service Contractor and/or the Service Contractor's subcontractors for itself and/or for any corporation, which Customer now represents or with which Customer now or may later be affiliated during the term of this Agreement and for a period of one year after the termination of the Agreement.

PANDEMIC AND EPIDEMIC PRECAUTIONS

The Customer and the Service Contractor acknowledge that pandemics and/or epidemics may severely impact the location where the services will be performed. As a result, in the event of a pandemic and/or epidemic, Federal, State and Local guidelines and requirements may be imposed and modified, which may impact the timing of the services under the Agreement.

The Customer and the Service Contractor agree that: (1) the Customer and the Service Contractor will both use commercially reasonable efforts with respect to the services under the Agreement; (2) the Customer and the Service Contractor and their respective employees, agents and representatives will comply with applicable Federal, State and Local government quarantines, shelter-in-place orders, regulations, executive orders and/or directives, including but not limited to any recommendations or requirements of the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable State or Local agencies (collectively, "Pandemic/Epidemic Requirements"); (3) the Customer and the Service Contractor will both use commercially reasonable efforts to keep each other informed of pertinent updates or developments regarding their obligations to comply with Pandemic/Epidemic Requirements; and (4) if the Service Contractor's performance of the services under the Agreement is delayed, suspended and/or effected by Pandemic/Epidemic Requirements and/or by their direct or indirect impacts, the Service Contractor shall be entitled to adjustments to the schedule under the Agreement, provided the Service Contractor notifies the Customer within ten (10) calendar days after the Service Contractor learns of the delay, suspension and/or effect.



Fidelity Comfort Program

Proposal Date	Proposal Number	Agreement No.
September 28, 2024	PC202004	

Schedule 2

Inventory of Equipment

UNIT #	MANUFACTURER	MODEL	SERIAL	RATING	LOCATION
CU-1	Carrier	38ARS008-601	4702G10030	7.5t	City Hall
CU-2	Carrier	38ARS012-601	3702G20081	10t	City Hall
CU-3	Carrier	38AUZA12A0A6A0A0A0	2511G50063	10t	City Hall
CU-4	Carrier	24ABB360A620	3013E01065	5t	City Hall
CU-5	Carrier	38ARS008-601	2202G50031	7.5t	City Hall
CU-6	Carrier	24ABB336A-610	0511E10503	3t	City Hall
CU-7	Carrier	24ABB360A620	3411E10701	5t	City Hall
CU-8	Carrier	38ARS008-601	4103G30015	7.5t	City Hall
CU-9	Carrier	38ARS012-601	2502G50078	10t	City Hall
CU-10	Carrier	38ARS008-601	4103G10045	7.5t	City Hall
CU-11	Carrier	24ABB360A620	2111E05656	5t	City Hall
CU-12	Carrier	38ARS012-601	2004G30046	10t	City Hall
RTU-1	Carrier	50TC-D12A2A6A0A0A0	2211G30740	10t	Library
RTU-2	Carrier	50TC-D12A2A6A0A0A0	2311G40533	10t	Library
RTU-3	Trane	TSC090A4E0A2R000	814101159	7.5t	Library
RTU-4	Trane	WSC060E4R0A1CA0C1A	154611357L	5t	Library
RTU-5	Trane	WSC060E4R0A1CA0C1A	154611341L	5t	Library
RTU-6	Trane	WSC036E4R0A1HA0C1A	154611389L	3t	Library
RTU-7	Trane	WSC036E4R0A1HA0C1A	154611373L	3t	Library
RTU-8	Trane	TSC090A4E0A2R000	814101829L	7.5t	Library
RTU-9	Trane	TSC090A4E0A2R000	8141811671	7.5t	Library
RTU-10	Carrier	50TC-D08A26A0A0A0	1011G30560	7.5t	Library
RTU-11	Trane	TSC090A4R0A0F	225100936L	7.5t	Library
RTU-12	Trane	YHD150G4RXA2A13	154610972D	12.5t	Library
CU-1	Trane	4TTB3048D1000AA	112523GC4F	4t	Animal Shelter
CU-2	Trane	4TTB3048D1000AA	112523AY4F	4t	Animal Shelter
CU-3	Trane	4TTB3060D1000AA	11331PFX5F	5t	Animal Shelter
CU-4	Trane	TTA090D300AA	11345WBBYA	7.5t	Animal Shelter
CU-5	Trane	TTA090D300AA	11345WA9YA	7.5t	Animal Shelter
CU-1	Ruud	UAKB-060CAZ	7011F1904028B1	5t	Activity Center
CU-2	Ruud	UAKB-060CAZ	7011F1510708018	5t	Activity Center
CU-3	Trane	2TTA0060A3000AA	62945A43F	5t	Activity Center
CU-4	Trane	2TTA0060A3000AA	8042RC23F	5t	Activity Center

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Fidelity Comfort Program

Proposal Date	Proposal Number	Agreement No.
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Schedule 3

Air Filter Service

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

UNIT	QTY	SIZE	TYPE	CHANGES/YEAR
	12	16x24x2	Pleated	12 times a year
	28	16x25x1	Pleated	12 times a year
	22	20x20x2	Pleated	12 times a year
	24	16x25x2	Pleated	12 times a year
	4	20x30x2	Pleated	12 times a year
	4	16x20x2	Pleated	12 times a year
	4	20x25x2	Pleated	12 times a year
	2	24x24x1	Pleated	12 times a year

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM WHICH THIS SCHEDULE IS A PART.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

*Should Experience show that more or less frequent media changes are required, the Agreement price may, upon written agreement of both parties, be adjusted based on Contractor's rate then in effect.

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Fidelity Comfort Program

Proposal Date	Proposal Number	Agreement No.
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Schedule 4 Special Services/ Provisions

1. **Additional Exclusions:**

- Main power to the disconnect and the disconnect itself.
- Ductwork and ductwork cleaning
- Piping and Insulation
- Proprietary Control Systems
- Any utility line (such as electric, gas, water or sewer)
- Any piping, wiring or isolation valves more than 36" from HVAC equipment.
- Structural supports where normal corrosion protection steps are taken.
- R-22 Refrigerant
- Refrigeration Equipment / Ice Machines
- Design Issues
- Preexisting conditions not discovered on survey.

2. Repairs are extra and will be billed on a time and materials basis.

HVAC Labor Rates (Out-of-scope work only):

Straight Time Service HVAC (8:00am – 4:30pm): \$ 95.00/hr.
Emergency Time Service HVAC (4:31 pm – 7:59am): \$142.50/hr.
Emergency Time Service HVAC (Sunday / Holidays): \$190.00/hr.
Truck Charges: \$1.75/mi.

Control Tech Labor Rates (if requested):

Straight Time Service (8:00am – 4:30pm): \$125.00/hr.
Emergency Time Service (4:31 pm – 7:59am): \$187.50/hr.
Emergency Time Service (Sunday / Holidays): \$250.00/hr.
Truck Charges: \$1.75/mi.

Electrical Services Labor Rates (if requested):

Straight Time Electrical Service (8:00am – 4:30pm): \$105.00/hr.
Emergency Time Electrical Service (4:31 pm – 7:59am): \$157.50/hr.
Emergency Time Electrical Service (Sunday / Holidays): \$210.00/hr.
Truck Charges: \$1.75/mi.

Plumbing Services Labor Rates (if requested):

Straight Time Service (8:00am – 4:30pm): \$105.00/hr.
Emergency Time Service (4:31 pm – 7:59am): \$157.50/hr.
Emergency Time Service (Sunday / Holidays): \$210.00/hr.
Truck Charges: \$1.75/mi.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

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MAINTENANCE AGREEMENT FOR HVAC SYSTEMS

Proposal Date	Proposal Number	Agreement No.
September 30, 2024	PG162016	

BY AND BETWEEN:

Star Service, Inc.
7425 Major St.
Houston, TX 77061

AND

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

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Public Safety Building – 1600 Whitaker Dr.

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Fidelity Plus Program

and associated Terms and Conditions

The AGREEMENT price is \$ **44,304.00** per year, payable \$ **3,692.00** per Month as serviced. AGREEMENT coverage will commence on October 1, 2024 and continue through September 30, 2025.

This Contract Negotiated Through Choice Partners Mechanical, Electrical, and Plumbing (MEP-JOC) #23/039MR-R1

SCHEDULES INCLUDED:

- | | |
|------------------|---------------------------------|
| 1-Scope of Work | 2- Inventory of Equipment |
| 3-Filter Service | 4-Special Services / Provisions |

**** Services include monthly filter changes, monthly drain line cleaning, and quarterly belt changes.****

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date 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 of 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. This Agreement shall continue in effect for one (1) year and may be renewed by Customer upon giving Contractor at least thirty (30) days written notice prior to the anniversary date hereof

CONTRACTOR

Signature (Sales Representative)

Robin S. Robinson

Approved for Contractor:

Robin S. Robinson

Signature

Robb Robinson / VP of Business Development

Name & Title

9/30/2024

Date

CUSTOMER

Signature (Authorized Representative)

Morad Kabiri

Morad Kabiri

Name (Print/Type)

City Manager

Title

11/20/2024

Date

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Fidelity Plus Program

Proposal Date	Proposal Number	Agreement No.
September 30, 2024	PG162016	

Schedule 1

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 2 (INVENTORY OF EQUIPMENT) PURSUANT TO A SCHEDULE THAT MEETS OR EXCEEDS THE FOLLOWING TIMELINES:

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING belt drives; drive couplings; air fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

REPAIR AND REPLACE: Job labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

SPECIALIZED TASKING: As per customer's request, Filters will be changed Monthly, Drain Lines will be cleaned Monthly, and Belts will be replaced Quarterly.

SCOPE OF WORK BY EQUIPMENT TYPE

1. Report in with the Customer Representative.
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends

COMPREHENSIVE ANNUAL MAINTENANCE Package Units

1. General Assembly

- a) Inspect for leaks and report leak check results.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Calculate refrigerant loss rate and report to the customer.
- d) Check the sheaves and pulleys for wear and alignment.
- e) Check the belts for tension, wear, cracks, and/or glazing.
- f) Check & Clean condenser and evaporator coils.
- g) Check & Clean evaporator fan.
- h) Replace air filters monthly.
- i) Verify proper damper operation.
- j) Check mechanical linkages for wear, tightness, and clearances.
- k) Check and Record Suction & Discharge Pressures.
- l) Check the VFD, if applicable.
- m) Verify the starter operation.
- n) Verify smooth operation of the compressors and fan motors.
- o) Review operating procedures with operating personnel.

2. Controls and Safeties

- a) Verify the operation of the discharge air temperature control device.
- b) Verify the operation of the outside air temperature control device.
- c) Verify the operation of the mixed air temperature control device.
- d) Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.
- e) Test the operation of the low evaporator pressure safety device. Calibrate, if applicable, and record setting.
- f) Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.
- g) Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- h) Verify the operation of the static pressure control.

3. Lubrication

- a) Lubricate damper bearings, if applicable.
- b) Lubricate motor bearing, if applicable.
- c) Lubricate fan bearings.
- d) Check oil level in the compressor(s), if applicable.
- e) Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.

4. Motor and Starter (If Applicable)

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check the contactors for free and smooth operation.
- d) Meg the compressor motor(s) and record readings.
- e) Verify the tightness of the compressor motor terminal connections.
- f) Verify the operation of the compressor oil heater(s).

SCHEDULED RUNNING INSPECTION
Package Units

1. Check the general condition of the unit.
 2. Check condenser and evaporator coils
 3. Check evaporator fans.
 4. Check Air Filters, change monthly.
 5. Verify smooth operation of the compressors and fan motors.
 6. Check and record suction pressure.
 7. Check and record discharge pressure.
 8. Log the operating condition after system has stabilized.
 9. Verify the operation of the control circuits.
 10. Analyze the recorded data. Compare the data to the original design conditions.
 11. Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

COMPREHENSIVE ANNUAL INSPECTION
Split System

1. General Assembly

- a) Inspect for leaks and report leak check results.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Calculate refrigerant loss rate and report to the customer.
- d) Check the sheaves and pulleys for wear and alignment.
- e) Check the belts for tension, wear, cracks, and/or glazing.
- f) Check & Clean condenser coils.
- g) Check & Clean fans.
- h) Verify proper damper operation.
- i) Check mechanical linkages for wear, tightness, and clearances.
- j) Check and Record Suction & Discharge Pressures.
- k) Check the VFD, if applicable.
- l) Verify the starter operation.
- m) Verify smooth operation of the compressors and fan motors.
- n) Review operating procedures with operating personnel.

2. Controls and Safeties

- a) Verify the operation of the discharge air temperature control device.
- b) Verify the operation of the outside air temperature control device.
- c) Verify the operation of the mixed air temperature control device.
- d) Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.
- e) Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.
- f) Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- g) Verify the operation of the static pressure control.

3. Lubrication

- a) Lubricate damper bearings, if applicable.
- b) Lubricate motor bearing, if applicable.
- c) Lubricate fan bearings.
- d) Check oil level in the compressor(s), if applicable.
- e) Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.

4. Motor and Starter (If Applicable)

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check the contactors for free and smooth operation.
- d) Meg the compressor motor(s) and record readings.
- e) Verify the tightness of the compressor motor terminal connections.
- f) Verify the operation of the compressor oil heater(s).

SCHEDULED RUNNING INSPECTION Split System

1. Check the general condition of the unit.
2. Check condenser and coils
3. Check fans.
4. Check Air Filters, change monthly.
5. Verify smooth operation of the compressors and fan motors.
6. Check and record suction pressure.
7. Check and record discharge pressure.
8. Log the operating condition after system has stabilized.
9. Verify the operation of the control circuits.
10. Analyze the recorded data. Compare the data to the original design conditions.
11. Review operating procedures with operating personnel.
12. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

COMPREHENSIVE ANNUAL INSPECTION AHU

1. General Assembly

- a) Inspect the unit for cleanliness.
- b) Inspect the fan wheel and shaft for wear and clearance.
- c) Check the sheaves and pulleys for wear and alignment.
- d) Check the belts for tension, wear, cracks, and glazing, change quarterly
- e) Verify tight bolts, set screws, and locking collars.
- f) Check dampers for wear, security and linkage adjustment.
- g) Verify clean condensate pan.
- h) Verify proper operation of the condensate drain.
- i) Verify clean air filters, change monthly
- j) Verify clean coils.
- k) Verify proper operation of the spray pump, if applicable.
- l) Verify smooth fan operation.

2. Lubrication

- a) Lubricate the fan shaft bearings, if applicable.
- b) Lubricate the motor bearings, if applicable.

3. Controls and Safeties

- a) Test the operation of the low temperature safety device, if applicable.
- b) Test the operation of the high static pressure safety device, if applicable.
- c) Test the operation of the low static pressure safety device, if applicable.
- d) Check the thermal cutout on electric heaters, if applicable.
- e) Check and record supply air and control air pressure, if applicable.
- f) Verify the operation of the control system and dampers while the fan is operating.

4. Motor and Starter

- a) Clean the starter and cabinet.
- b) Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable.
- c) Check the condition of the contacts for wear and pitting.
- d) Check the contactors for free and smooth operation.
- e) Meg the motor and record readings.
- f) Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected

SCHEDULED RUNNING INSPECTION AHU

1. Check the general condition of the fan.
2. Verify smooth fan operation.
3. Check and record supply and control air pressure, if applicable.
4. Verify the operation of the control system.
5. Log the operating conditions after the system has stabilized.
6. Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected.



Fidelity Plus Program

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Plus Program

This Agreement provides the Customer with an ongoing, comprehensive maintenance agreement for the lifetime of the contract and all renewals thereof. This Agreement will be initiated, scheduled, administered, monitored and updated by the Service Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Contractor's own experience. The Customer is informed of the Agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s).

INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes.

ALIGNING belt drives; drive couplings; air fins.

CALIBRATING safety controls; temperature and pressure controls.

TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.

ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close off; sump floats.

LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.

PAINTING, for corrosion control, as directed by our scheduling system and on an as needed basis.

REPAIR AND REPLACE: Job labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

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Exclusions

Unless otherwise stated in the Agreement or Special Provisions as being specifically included the following are excluded:

Main power to the equipment disconnect, ductwork and insulation, any Utility (electric, gas, water, or sewer) wiring, piping or isolation valves more than 36 inches from HVAC equipment, any hot water/chilled water piping, wiring or insulation more than 36 inches from HVAC equipment, crane services, temporary cooling, explosion proof equipment, water treatment/chemicals, boiler inspection certifications, any asbestos removal, any proprietary controls, changes to safety or work rules due to changes in regulations or changes in Customer interpretation of regulations or changes in Customer enforcement of regulations, equipment structural supports, oil storage tanks and cleaning interior of system(s) ductwork

Clarifications

The Customer shall permit the Service Contractor free and timely access to areas and the Covered Equipment and allow Service Contractor to start and stop the Covered Equipment as necessary to perform required services.

The Agreement price is conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs and service recommended by the Service Contractor, the Service Contractor may either remove the unacceptable system(s) component(s) or part(s) from the scope of this Agreement and adjust the annual Agreement price or terminate this Agreement.

This Agreement does not include responsibility for the design of the system, loss of refrigerant, safety test, and valve bodies other than those associated with equipment listed on Schedule 1, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Service Provider.

All normal service and maintenance will be performed during Service Contractor's normal business hours. Should the Customer require service during a time other than during Service Contractor's normal business hours, the Customer shall pay the Service Contractor the additional overtime portion of the normal service rates. Normal overtime is time and one half or the normal service rates times 1.5. Holidays and Sundays are double time.

The Service Contractor, as a convenience to the Customer, accepts payments via most major credit cards. In the event the Customer wishes to pay Service Contractor by credit card, Customer agrees to reimburse the Service Contractor a surcharge of 4% of the amount of the invoice being charged if the Customer uses any major credit card, and the Customer authorizes Service Contractor to add the applicable surcharge to the credit card transaction.

All travel labor and travel and living expenses must be approved by the Customer in advance in writing before the same being incurred and shall be subject to the Customer's travel policy and GSA rates. The Customer shall not be liable for such expenses unless agreed to in writing consistent with this paragraph. In the event of a conflict between the City's travel policy and the GSA rates, the most restrictive shall control.



Plus Terms and Conditions

Throughout this Agreement:

The City of Friendswood shall be known as the Customer.

Star Service Inc shall be known as the Service Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Service Contractor and the Customer. In the event the Customer seeks to have the Service Contractor enter into a separate written contract for the scope of work of this Agreement, then: (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract; (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

The Service Contractor accepts the care of the equipment listed in the Inventory of Equipment (the "Covered Equipment") as applicable to the Program. The Covered Equipment shall be maintained in the condition that exists at the beginning of the Term. Any defective components, excessive wear, maladjustments, improper installation, improper design, service by others, improper operation, or misapplication, shall not be considered the responsibility of the Service Contractor, other than normal Preventive Maintenance. Repairs and service required in restoring the Covered Equipment's capacity, reliability, design efficiency, or other shortcomings shall only be repaired with authorization and invoiced at normal service rates.

The Customer agrees to employ the Service Contractor exclusively for the service and repair work of the Covered Equipment and promptly notify the Service Contractor of any condition of the Covered Equipment that is unusual or that may adversely affect its operation and reliability. Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by the Service Contractor in writing, will be cause for Service Contractor to terminate or renegotiate the Service Contractor's obligation under this Agreement. This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Service Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Service Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Service Contractor at Service Contractor's current service rates.

All reasonable efforts shall be extended in performing the service as requested by the Customer, but the Service Contractor shall not be liable for any losses or consequential damage that arise out of misuse by the Customer or the Customer's agents or employees. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included in the scope of the Agreement.

The Customer agrees to pay the Service Contractor as set forth in the Agreement. The terms of payment for all other invoices submitted by the Service Contractor are net thirty (30) days from the Customer's receipt of such invoice or receipt of service, whichever is later. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any insurance companies or the Customer's client. In the event that the Customer objects to the charges in any invoice, the Customer shall notify the Contractor in writing the basis for such objection prior to the payment due date and if the Customer fails to provide written notice within such timeframe, the Customer's objection shall be deemed waived, and the invoice shall be deemed due and payable for the amount of such invoice. Unless the Agreement specifically states otherwise, the prices in this Agreement do not include sales tax, and to the extent sales tax is applicable to any services, materials and/or equipment, such sales tax will be listed separately on the Service Contractor's invoices, and the Customer agrees to pay for all applicable sales taxes.

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The Customer further agrees to pay interest on delinquent payments at the rate set forth in Section 2251.025 of the Texas Government Code. In the event that the Customer fails to pay the Service Contractor in accordance with the agreed payment terms: (1) the Service Contractor may, at its sole discretion, stop all work under this Agreement until such time as the Customer's account is brought current. The Service Contractor and the Customer agree that in the event a dispute arises with respect to this Agreement, such dispute shall be resolved in a court of competent jurisdiction in Galveston County, Texas and this Agreement shall be governed and interpreted by the laws of the state Texas, exclusive of its conflict of laws principles. THE SERVICE CONTRACTOR AND THE CUSTOMER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE AFOREMENTIONED STATE AGREE TO THE AFOREMENTIONED COUNTY AS THE APPROPRIATE VENUE FOR DISPUTES.

Where the Service Contractor renders service for the Customer other than those services specified in the Program, the Customer and the Service Contractor must agree to services and the cost to the Customer therefor in writing prior to such additional services being rendered.

The term of this Agreement (the "Term") is designated on the signature page of the Agreement. This agreement may be renewed by Customer upon giving service contractor notice at least (30) days prior to the expiration of the current Term or Renewal Term. If any of the rates to be charged by the Service Contractor for the upcoming Renewal Term will change, the Service Contractor will notify the Customer of such changes in writing at least sixty (60) days prior to the expiration of the current Term or Renewal Term.

The Service Contractor is liable to the Customer where damage to the Covered Equipment has been caused by the Service Contractor while performing routine maintenance or service, and then only to the extent of the replacement parts and installation thereof. In no event shall the Service Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of use of the Covered Equipment, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. During the Term of the Agreement, the Service Contractor agrees to either repair or replace any defective work performed by the Service Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Service Contractor. Unless otherwise agreed to in writing by the Service Contractor and the Customer, upon the termination of this Agreement or the expiration of the Term, whichever occurs first, the Service Contractor shall have no maintenance obligations other than to repair or replace work performed during the Term. Any warranty of the materials, parts and equipment installed by Service Contractor shall be subject to the manufacturers' standard warranty terms, if any, and Customer's exclusive remedy after the expiration or termination of this agreement with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty.

The Customer agrees to not solicit or hire employees of Service Contractor and/or the Service Contractor's subcontractors for itself and/or for any corporation, which Customer now represents or with which Customer now or may later be affiliated during the term of this Agreement and for a period of one year after the termination of the Agreement.

PANDEMIC AND EPIDEMIC PRECAUTIONS

The Customer and the Service Contractor acknowledge that pandemics and/or epidemics may severely impact the location where the services will be performed. As a result, in the event of a pandemic and/or epidemic, Federal, State and Local guidelines and requirements may be imposed and modified, which may impact the timing of the services under the Agreement.

The Customer and the Service Contractor agree that: (1) the Customer and the Service Contractor will both use commercially reasonable efforts with respect to the services under the Agreement; (2) the Customer and the Service Contractor and their respective employees, agents and representatives will comply with applicable Federal, State and Local government quarantines, shelter-in-place orders, regulations, executive orders and/or directives, including but not limited to any recommendations or requirements of the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable State or Local agencies (collectively, "Pandemic/Epidemic Requirements"); (3) the Customer and the Service Contractor will both use commercially reasonable efforts to keep each other informed of pertinent updates or developments regarding their obligations to comply with Pandemic/Epidemic Requirements; and (4) if the Service Contractor's performance of the services under the Agreement is delayed, suspended and/or effected by Pandemic/Epidemic Requirements and/or by their direct or indirect impacts, the Service Contractor shall be entitled to adjustments to the schedule under the Agreement, provided the Service Contractor notifies the Customer within ten (10) calendar days after the Service Contractor learns of the delay, suspension and/or effect.

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Fidelity Plus Program

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Schedule 2 Inventory of Equipment

UNIT#	MANUFACTURER	MODEL	SERIAL	RATING	LOCATION
CU-1	Trane	2TTA0072A4000AA	310256J2F	7.5t	Roof
CU-2	Trane	2TTA060A4000AA	6254PSN4F	5t	Roof
CU-3	Trane	2TTA3042A4000BA	6374WH34F	3.5t	Roof
CU-4	Trane	2TTA3048A4000AA	6415T914F	4t	Roof
CU-5	Trane	2TTA3042A4000BA	6374WNK4F	3.5t	Roof
CU-6	Trane	2TTA060A4000AA	6395PYS4F	5t	Roof
CU-7	Carrier	24ABB336A0061010	1214E12755	3t	Roof – deleted 6.30.23
CU-8	Trane	2TTA3048A4000AA	6415T6L4F	4t	Roof
CU-9	Trane	2TTA0072A4000AA	6073K1P2F	7.5t	Roof
CU-10	Trane	2TTA3036B4000AA	14085P643F	3t	Roof
CU-11	Trane	2TTA060A4000AA	6365Y4P4F	5t	Roof
CU-12	Trane	2TTA060A4000AA	6365Y4B4F	5t	Roof
CU-13	Trane	2TTA0072A4000AA	6292NYR2F	7.5t	Roof
CU-14	Trane	TTA090A400FA	8413YM6AD	7.5t	Roof
CU-15	Trane	TTA090A400FA	6425L42AD	7.5t	Roof
Pkg-1	Bard	??	??	3t	Tower Bldg
MU-1	GreenHeck	ERV-521H-30-A-E8	10540654	2hp	Roof
RTU-1	AAON	RN-013-3-0-6A02-132	202212-ANEK26389	13t	Roof
RTU-2	AAON	RN-013-3-0-6A02-132	202212-ANEK26387	13t	Roof
RTU-3	AAON	RN-013-3-0-6A02-132	202212-ANEK26388	13t	Roof
RTU-4	AAON	RN-007-3-0-6A02-121	202212-ANEG26393	7t	Roof
DOAS-1	AAON	RN-030-3-0-KBBA-16A	202212-BNET26251	30t	Roof
General					
All	Also included are the thermostats, temperature, and safety controls related to the equipment list above.				

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Schedule 3 Air Filter Service

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

UNIT	QTY	SIZE	TYPE	CHANGES/YEAR
AAon Package Units AAon DOAS Unit	20	20 x 20 x 2	Pleated	12 times a year
	8	20 x 24 x 2	Pleated	12 times a year
	6	16 x 25 x 2	Pleated	12 times a year
	1	16 x 25 x 1	Pleated	12 times a year
	20	20 x 20 2	Pleated	12 times a year
	6	20 x25 x 2	Pleated	12 times a year

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM WHICH THIS SCHEDULE IS A PART.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

*Should Experience show that more or less frequent media changes are required, the Agreement price may, upon agreement of both parties, be adjusted based on Contractor's rate then in effect.



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Schedule 4 Special Services/ Provisions

1. **Additional Exclusions:**

- Main power to the disconnect and the disconnect itself.
- Ductwork and ductwork cleaning
- Piping and Insulation
- Proprietary Control Systems
- Any utility line (such as electric, gas, water or sewer)
- Any piping, wiring or isolation valves more than 36" from HVAC equipment.
- Structural supports where normal corrosion protection steps are taken.
- R-22 Refrigerant
- Refrigeration Equipment / Ice Machines
- Design Issues
- Preexisting conditions not discovered on survey.

2. **Services include monthly filter changes, monthly drain line cleaning, and quarterly belt changes.**

HVAC Labor Rates (Out-of-scope work only):

Straight Time Service HVAC (8:00am – 4:30pm): \$ 95.00/hr.
Emergency Time Service HVAC (4:31 pm – 7:59am): \$142.50/hr.
Emergency Time Service HVAC (Sunday / Holidays): \$190.00/hr.
Truck Charges: \$1.75/mi.

Control Tech Labor Rates (if requested):

Straight Time Service (8:00am – 4:30pm): \$125.00/hr.
Emergency Time Service (4:31 pm – 7:59am): \$187.50/hr.
Emergency Time Service (Sunday / Holidays): \$250.00/hr.
Truck Charges: \$1.75/mi.

Electrical Services Labor Rates (if requested):

Straight Time Electrical Service (8:00am – 4:30pm): \$105.00/hr.
Emergency Time Electrical Service (4:31 pm – 7:59am): \$157.50/hr.
Emergency Time Electrical Service (Sunday / Holidays): \$210.00/hr.
Truck Charges: \$1.75/mi.

Plumbing Services Labor Rates (if requested):

Straight Time Service (8:00am – 4:30pm): \$105.00/hr.
Emergency Time Service (4:31 pm – 7:59am): \$157.50/hr.
Emergency Time Service (Sunday / Holidays): \$210.00/hr.
Truck Charges: \$1.75/mi.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.



MAINTENANCE AGREEMENT FOR HVAC SYSTEMS

Proposal Date	Proposal Number	Agreement No.
September 30, 2024	PG182013	

BY AND BETWEEN:

Star Service, Inc.
7425 Major St.
Houston, TX 77061

AND

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

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Public Works Building – 15335 Blackhawk Dr., Friendswood, TX

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Fidelity Plus Program

and associated Terms and Conditions

The current AGREEMENT price is \$ 22,788.00 per year, payable \$ 1,899.00 per Month. The new AGREEMENT price, re-adding Units #5, #7, & #8 and Two 10-ton Lennox units to the contract, is \$ 33,235.00 per year, payable \$ 2,770.00 per Month as serviced. New AGREEMENT coverage will commence on October 1, 2024 and continue through September 30, 2025.

This Contract Negotiated Through Choice Partners Mechanical, Electrical, and Plumbing (MEP-JOC) #23/039MR-R1

SCHEDULES INCLUDED:

- | | |
|------------------|---------------------------------|
| 1-Scope of Work | 2- Inventory of Equipment |
| 3-Filter Service | 4-Special Services / Provisions |

**** Services include monthly filter changes, monthly drain line cleaning, and quarterly belt changes. ****

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date 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 of 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. This Agreement shall continue in effect for one (1) year and may be renewed by Customer upon giving Contractor at least thirty (30) days written notice prior to the anniversary date hereof.

CONTRACTOR

Signature (Sales Representative)

Robb S. Robinson

Approved for Contractor:

Robb S. Robinson

Signature

Robb Robinson / VP of Business Development

Name & Title

9/30/2024

Date

CUSTOMER

Signature (Authorized Representative)

[Signature]

Morad Kabiri

Name (Print/Type)

City Manager

Title

11/20/2024

Date

[Signature]

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Fidelity Plus Program

Proposal Date	Proposal Number	Agreement No.
September 30, 2024	PG182013	

Schedule 1

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 2 (INVENTORY OF EQUIPMENT) PURSUANT TO A SCHEDULE THAT MEETS OR EXCEEDS THE FOLLOWING TIMELINES:

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING belt drives; drive couplings; air fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

REPAIR AND REPLACE: Job labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

SPECIALIZED TASKING: As per customer's request, Filters will be changed Monthly, Drain Lines will be cleaned Monthly, and Belts will be replaced Quarterly.

SCOPE OF WORK BY EQUIPMENT TYPE

1. Report in with the Customer Representative.
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends

COMPREHENSIVE ANNUAL MAINTENANCE Package Units

1. General Assembly

- a) Inspect for leaks and report leak check results.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Calculate refrigerant loss rate and report to the customer.
- d) Check the sheaves and pulleys for wear and alignment.
- e) Check the belts for tension, wear, cracks, and/or glazing.
- f) Check & Clean condenser and evaporator coils.
- g) Check & Clean evaporator fan.
- h) Replace air filters monthly.
- i) Verify proper damper operation.
- j) Check mechanical linkages for wear, tightness, and clearances.
- k) Check and Record Suction & Discharge Pressures.
- l) Check the VFD, if applicable.
- m) Verify the starter operation.
- n) Verify smooth operation of the compressors and fan motors.
- o) Review operating procedures with operating personnel.

2. Controls and Safeties

- a) Verify the operation of the discharge air temperature control device.
- b) Verify the operation of the outside air temperature control device.
- c) Verify the operation of the mixed air temperature control device.
- d) Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.
- e) Test the operation of the low evaporator pressure safety device. Calibrate, if applicable, and record setting.
- f) Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.
- g) Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- h) Verify the operation of the static pressure control.

3. Lubrication

- a) Lubricate damper bearings, if applicable.
- b) Lubricate motor bearing, if applicable.
- c) Lubricate fan bearings.
- d) Check oil level in the compressor(s), if applicable.

- e) Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.

4. Motor and Starter (If Applicable)

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check the contactors for free and smooth operation.
- d) Meg the compressor motor(s) and record readings.
- e) Verify the tightness of the compressor motor terminal connections.
- f) Verify the operation of the compressor oil heater(s).

**SCHEDULED RUNNING INSPECTION
Package Units**

- 1. Check the general condition of the unit.
- 2. Check condenser and evaporator coils
- 3. Check evaporator fans.
- 4. Check Air Filters, change monthly.
- 5. Verify smooth operation of the compressors and fan motors.
- 6. Check and record suction pressure.
- 7. Check and record discharge pressure.
- 8. Log the operating condition after system has stabilized.
- 9. Verify the operation of the control circuits.
- 10. Analyze the recorded data. Compare the data to the original design conditions.
- 11. Review operating procedures with operating personnel.
- 12. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected



Fidelity Plus Program

Proposal Date	Proposal Number	Agreement No.
September 30, 2024	PG182013	

Plus Program

This Agreement provides the Customer with an ongoing, comprehensive maintenance agreement for the lifetime of the contract and all renewals thereof. This Agreement will be initiated, scheduled, administered, monitored and updated by the Service Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Contractor's own experience. The Customer is informed of the Agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s).

INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes.

ALIGNING belt drives; drive couplings; air fins.

CALIBRATING safety controls; temperature and pressure controls.

TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.

ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close off; sump floats.

LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.

PAINTING, for corrosion control, as directed by our scheduling system and on an as needed basis.

REPAIR AND REPLACE: Job labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

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Exclusions

Unless otherwise stated in the Agreement or Special Provisions as being specifically included the following are excluded:

Main power to the equipment disconnect, ductwork and insulation, any Utility (electric, gas, water, or sewer) wiring, piping or isolation valves more than 36 inches from HVAC equipment, any hot water/chilled water piping, wiring or insulation more than 36 inches from HVAC equipment, crane services, temporary cooling, explosion proof equipment, water treatment/chemicals, boiler inspection certifications, any asbestos removal, an proprietary controls, changes to safety or work rules due to changes in regulations or changes in Customer interpretation of regulations or changes in Customer enforcement of regulations, equipment structural supports, oil storage tanks and cleaning interior of system(s) ductwork

Clarifications

The Customer shall permit the Service Contractor free and timely access to areas and the Covered Equipment and allow Service Contractor to start and stop the Covered Equipment as necessary to perform required services.

The Agreement price is conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs and service recommended by the Service Contractor, the Service Contractor may either remove the unacceptable system(s) component(s) or part(s) from the scope of this Agreement and adjust the annual Agreement price or terminate this Agreement.

This Agreement does not include responsibility for the design of the system, loss of refrigerant, safety test, and valve bodies other than those associated with equipment listed on Schedule 1, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Service Provider.

All normal service and maintenance will be performed during Service Contractor's normal business hours. Should the Customer require service during a time other than during Service Contractor's normal business hours, the Customer shall pay the Service Contractor the additional overtime portion of the normal service rates. Normal overtime is time and one half or the normal service rates times 1.5. Holidays and Sundays are double time.

The Service Contractor, as a convenience to the Customer, accepts payments via most major credit cards. In the event the Customer wishes to pay Service Contractor by credit card, Customer agrees to reimburse the Service Contractor a surcharge of 4% of the amount of the invoice being charged if the Customer uses any major credit card, and the Customer authorizes Service Contractor to add the applicable surcharge to the credit card transaction.

All travel labor and travel and living expenses must be approved by the Customer in advance in writing before the same being incurred and shall be subject to the Customer's travel policy and GSA rates. The Customer shall not be liable for such expenses unless agreed to in writing consistent with this paragraph. In the event of a conflict between the City's travel policy and the GSA rates, the most restrictive shall control.



Plus Terms and Conditions

Throughout this Agreement:

The City of Friendswood shall be known as the Customer.

Star Service Inc shall be known as the Service Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Service Contractor and the Customer. In the event the Customer seeks to have the Service Contractor enter into a separate written contract for the scope of work of this Agreement, then: (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract; (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

The Service Contractor accepts the care of the equipment listed in the Inventory of Equipment (the "Covered Equipment") as applicable to the Program. The Covered Equipment shall be maintained in the condition that exists at the beginning of the Term. Any defective components, excessive wear, maladjustments, improper installation, improper design, service by others, improper operation, or misapplication, shall not be considered the responsibility of the Service Contractor, other than normal Preventive Maintenance. Repairs and service required in restoring the Covered Equipment's capacity, reliability, design efficiency, or other shortcomings shall only be repaired with authorization and invoiced at normal service rates.

The Customer agrees to employ the Service Contractor exclusively for the service and repair work of the Covered Equipment and promptly notify the Service Contractor of any condition of the Covered Equipment that is unusual or that may adversely affect its operation and reliability. Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by the Service Contractor in writing, will be cause for Service Contractor to terminate or renegotiate the Service Contractor's obligation under this Agreement. This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Service Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Service Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Service Contractor at Service Contractor's current service rates.

All reasonable efforts shall be extended in performing the service as requested by the Customer, but the Service Contractor shall not be liable for any losses or consequential damage that arise out of misuse by the Customer or the Customer's agents or employees. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included in the scope of the Agreement.

The Customer agrees to pay the Service Contractor as set forth in the Agreement. The terms of payment for all other invoices submitted by the Service Contractor are net thirty (30) days from the Customer's receipt of such invoice or receipt of service, whichever is later. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any insurance companies or the Customer's client. In the event that the Customer objects to the charges in any invoice, the Customer shall notify the Contractor in writing the basis for such objection prior to the payment due date and if the Customer fails to provide written notice within such timeframe, the Customer's objection shall be deemed waived, and the invoice shall be deemed due and payable for the amount of such invoice. Unless the Agreement specifically states otherwise, the prices in this Agreement do not include sales tax, and to the extent sales tax is applicable to any services, materials and/or equipment, such sales tax will be listed separately on the Service Contractor's invoices, and the Customer agrees to pay for all applicable sales taxes.



The Customer further agrees to pay interest on delinquent payments at the rate set forth in Section 2251.025 of the Texas Government Code. In the event that the Customer fails to pay the Service Contractor in accordance with the agreed payment terms: (1) the Service Contractor may, at its sole discretion, stop all work under this Agreement until such time as the Customer's account is brought current. The Service Contractor and the Customer agree that in the event a dispute arises with respect to this Agreement, such dispute shall be resolved in a court of competent jurisdiction in Galveston County, Texas and this Agreement shall be governed and interpreted by the laws of the state Texas, exclusive of its conflict of laws principles. THE SERVICE CONTRACTOR AND THE CUSTOMER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE AFORMENTIONED STATE AGREE TO THE AFOREMENTIONED COUNTY AS THE APPROPRIATE VENUE FOR DISPUTES.

Where the Service Contractor renders service for the Customer other than those services specified in the Program, the Customer and the Service Contractor must agree to services and the cost to the Customer therefor in writing prior to such additional services being rendered.

The term of this Agreement (the "Term") is designated on the signature page of the Agreement. This agreement may be renewed by Customer upon giving service contractor notice at least (30) days prior to the expiration of the current Term or Renewal Term. If any of the rates to be charged by the Service Contractor for the upcoming Renewal Term will change, the Service Contractor will notify the Customer of such changes in writing at least sixty (60) days prior to the expiration of the current Term or Renewal Term.

The Service Contractor is liable to the Customer where damage to the Covered Equipment has been caused by the Service Contractor while performing routine maintenance or service, and then only to the extent of the replacement parts and installation thereof. In no event shall the Service Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of use of the Covered Equipment, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. During the Term of the Agreement, the Service Contractor agrees to either repair or replace any defective work performed by the Service Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Service Contractor. Unless otherwise agreed to in writing by the Service Contractor and the Customer, upon the termination of this Agreement or the expiration of the Term, whichever occurs first, the Service Contractor shall have no maintenance obligations other than to repair or replace work performed during the Term. Any warranty of the materials, parts and equipment installed by Service Contractor shall be subject to the manufacturers' standard warranty terms, if any, and Customer's exclusive remedy after the expiration or termination of this agreement with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty.

The Customer agrees to not solicit or hire employees of Service Contractor and/or the Service Contractor's subcontractors for itself and/or for any corporation, which Customer now represents or with which Customer now or may later be affiliated during the term of this Agreement and for a period of one year after the termination of the Agreement.

PANDEMIC AND EPIDEMIC PRECAUTIONS

The Customer and the Service Contractor acknowledge that pandemics and/or epidemics may severely impact the location where the services will be performed. As a result, in the event of a pandemic and/or epidemic, Federal, State and Local guidelines and requirements may be imposed and modified, which may impact the timing of the services under the Agreement.

The Customer and the Service Contractor agree that: (1) the Customer and the Service Contractor will both use commercially reasonable efforts with respect to the services under the Agreement; (2) the Customer and the Service Contractor and their respective employees, agents and representatives will comply with applicable Federal, State and Local government quarantines, shelter-in-place orders, regulations, executive orders and/or directives, including but not limited to any recommendations or requirements of the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable State or Local agencies (collectively, "Pandemic/Epidemic Requirements"); (3) the Customer and the Service Contractor will both use commercially reasonable efforts to keep each other informed of pertinent updates or developments regarding their obligations to comply with Pandemic/Epidemic Requirements; and (4) if the Service Contractor's performance of the services under the Agreement is delayed, suspended and/or effected by Pandemic/Epidemic Requirements and/or by their direct or indirect impacts, the Service Contractor shall be entitled to adjustments to the schedule under the Agreement, provided the Service Contractor notifies the Customer within ten (10) calendar days after the Service Contractor learns of the delay, suspension and/or effect.

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Fidelity Plus Program

Proposal Date	Proposal Number	Agreement No.
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Schedule 2 Inventory of Equipment

UNIT#	MANUFACTURER	MODEL	SERIAL	RATING	LOCATION
RTU-1	Trane	TSC060E4E0A0000	702103191L	5t	Roof
RTU-2	Trane	TSC060E4E0A0000	719100341L	5t	Roof
RTU-3	Trane	TSC060E4E0A0000	837101414L	5t	Roof
RTU-4	Trane	TSC060E4E0A0000	702103862L	5t	Roof
RTU-5	Trane	TSC060E4E0A1H0000	140111059L	5t	Re-Added 10.1.24 per G. Williams
RTU-7	Trane	TSC060A4E0A0000	816100169L	5t	Re-Added 10.1.24 per G. Williams
RTU-8	Trane	TSC060A4E0A0000	714103042L	5t	Re-Added 10.1.24 per G. Williams
RTU-9	Trane	TSC060A4E0A0000	714103314L	5t	Roof
RTU-10	Trane	TSC060A4E0A0000	714103318L	5t	Roof
RTU-11	Trane	TSC048A4E0A0000	821101213L	4t	Roof
RTU-12	Trane	TSC060A4E0A0000	728100113L	5t	Roof
RTU-13	Trane	TSC060A4E0A0000	718100816L	5t	Roof
RTU-15	Trane	TSC060A4E0A0000	702109064L	5t	Roof
RTU-S1	Lennox	LGM120U4EM2G	5624B06525	10t	Added 10.1.24 per G. Williams
RTU-S2	Lennox	LGM120U4EM2G	5624B06525	10t	Added 10.1.24 per G. Williams
CU-1	Mitsubishi			1.5	Roof - Server Rm 7.15.23
CU-2	Mitsubishi			1	Roof - Archive Rm 7.15.23
CU-3	Mitsubishi			2	Roof - Elect Rm 7.15.23
CU-4	Mitsubishi			1.5	Roof - IDF Srvr Rm 7.15.23
Exh Blwr	Hornheck	KSU-112-D-2-7	92T07209	3/4 hp	Roof
EF-1				1/4 hp	Roof
EF-2				1/4 hp	Roof
EF-3				1/4 hp	Roof
All	General Also included are the thermostats, temperature, and safety controls related to the equipment list above.				

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Fidelity Plus Program

Proposal Date	Proposal Number	Agreement No.
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Schedule 3 Air Filter Service

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

UNIT	QTY	SIZE	TYPE	CHANGES/YEAR
RTU-1	2	20x25x2	Pleated	12 times a year
RTU-2	2	20x25x2	Pleated	12 times a year
RTU-3	2	20x25x2	Pleated	12 times a year
RTU-4	2	20x25x2	Pleated	12 times a year
RTU-5	2	20x30x2	Pleated	12 times a year
RTU-7	2	20x25x2	Pleated	12 times a year
RTU-8	2	20x25x2	Pleated	12 times a year
RTU-9	2	20x25x2	Pleated	12 times a year
RTU-10	2	20x25x2	Pleated	12 times a year
RTU-11	2	20x25x2	Pleated	12 times a year
RTU-12	2	20x25x2	Pleated	12 times a year
RTU-13	2	20x25x2	Pleated	12 times a year
RTU-15	2	20x25x2	Pleated	12 times a year
RTU-S1	4	20x25x2	Pleated	12 times a year
RTU-S2	4	20x25x2	Pleated	12 times a year

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM WHICH THIS SCHEDULE IS A PART.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

*Should Experience show that more or less frequent media changes are required, the Agreement price may, upon written agreement of both Parties be adjusted based on Contractor's rate then in effect.



Fidelity Plus Program

Proposal Date	Proposal Number	Agreement No.
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Schedule 4 Special Services/ Provisions

1. **Additional Exclusions:**

- Main power to the disconnect and the disconnect itself.
- Ductwork and ductwork cleaning
- Piping and Insulation
- Proprietary Control Systems
- Any utility line (such as electric, gas, water or sewer)
- Any piping, wiring or isolation valves more than 36" from HVAC equipment.
- Structural supports where normal corrosion protection steps are taken.
- R-22 Refrigerant
- Refrigeration Equipment / Ice Machines
- Design Issues
- Preexisting conditions not discovered on survey.

2. **Services include monthly filter changes, monthly drain line cleaning, and quarterly belt changes.**

HVAC Labor Rates (Out-of-scope work only):

Straight Time Service HVAC (8:00am – 4:30pm): \$ 95.00/hr.
Emergency Time Service HVAC (4:31 pm – 7:59am): \$142.50/hr.
Emergency Time Service HVAC (Sunday / Holidays): \$190.00/hr.
Truck Charges: \$1.75/mi.

Control Tech Labor Rates (if requested):

Straight Time Service (8:00am – 4:30pm): \$125.00/hr.
Emergency Time Service (4:31 pm – 7:59am): \$187.50/hr.
Emergency Time Service (Sunday / Holidays): \$250.00/hr.
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Emergency Time Electrical Service (4:31 pm – 7:59am): \$157.50/hr.
Emergency Time Electrical Service (Sunday / Holidays): \$210.00/hr.
Truck Charges: \$1.75/mi.

Plumbing Services Labor Rates (if requested):

Straight Time Service (8:00am – 4:30pm): \$105.00/hr.
Emergency Time Service (4:31 pm – 7:59am): \$157.50/hr.
Emergency Time Service (Sunday / Holidays): \$210.00/hr.
Truck Charges: \$1.75/mi.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

TACLA113893C TECL35950 MPL43385

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157,
Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
September 28, 2024	PC222004	

BY AND BETWEEN:

Star Service, Inc.
7425 Major St.
Houston, TX 77061

AND

Friendswood VFD
1610 Whitaker Dr.
Friendswood, TX 77546

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):
Friendswood VFD Station #1, Station #2, Station #3, and Station #4

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Fidelity Comfort Program
and associated Terms and Conditions

AGREEMENT coverage will commence on **October 1, 2024**. The AGREEMENT price is \$ **29,760.00** per year, payable **\$2,450.00** per **Month** as serviced and continue through **September 30, 2025**.

Station #1 -	\$11,730.00/yr.
Station #2 -	\$ 8,600.00/yr.
Station #3 -	\$ 4,350.00/yr.
Station #4 -	\$ 5,080.00/yr.

This Contract Negotiated Through Choice Partners Mechanical, Electrical, and Plumbing (MEP-JOC) #23/039MR-R1

SCHEDULES INCLUDED:

1-Scope of Work
3-Filter Service

2- Inventory of Equipment
4-Special Services / Provisions

**** Services include Monthly Drain Line cleaning, Monthly Filter changes, and Annual Suspended Heater Maintenance.****

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date 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 of 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. This annual Agreement shall continue in effect for one (1) year and may be renewed by customer upon giving written notice at least thirty (30) days prior to the anniversary date hereof.

CONTRACTOR

Signature (Sales Representative)

Robin S. Robinson

Approved for Contractor:

Robin S. Robinson

Signature

Robin S. Robinson / VP of Business Development

Name & Title

9/28/2024

Date

CUSTOMER

Signature (Authorized Representative)

Morad Kabiri

Morad Kabiri

Name (Print/Type)

City Manager

Title

11/20/2024

Date

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Fidelity Comfort Program

Proposal Date	Proposal Number	Agreement No.
September 28, 2024	PC222004	

Schedule 1

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and ensure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING belt drives; drive couplings; air fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

SCHEDULE NOTES:

1. HVAC units and Air Handlers serviced four times a year, including annual Coil cleaning.
2. Fire Stations #1, #2, #3, & #4 drain lines cleaned once a month.
3. Fire Stations #1, #2, #3, & #4 HVAC filters changed once a month.
4. Suspended Unit Heaters to be serviced once a year.
5. Exhaust fans to be serviced once a year.

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2



SCOPE OF WORK BY EQUIPMENT TYPE

1. Report in with the Customer Representative.
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends

COMPREHENSIVE ANNUAL MAINTENANCE Package Units

1. General Assembly

- a) Inspect for leaks and report leak check results.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Calculate refrigerant loss rate and report to the customer.
- d) Check the sheaves and pulleys for wear and alignment.
- e) Check the belts for tension, wear, cracks, and/or glazing.
- f) Check & Clean condenser and evaporator coils.
- g) Check & Clean evaporator fan.
- h) Replace air filters monthly.
- i) Verify proper damper operation.
- j) Check mechanical linkages for wear, tightness, and clearances.
- k) Check and Record Suction & Discharge Pressures.
- l) Check the VFD, if applicable.
- m) Verify the starter operation.
- n) Verify smooth operation of the compressors and fan motors.
- o) Review operating procedures with operating personnel.

2. Controls and Safeties

- a) Verify the operation of the discharge air temperature control device.
- b) Verify the operation of the outside air temperature control device.
- c) Verify the operation of the mixed air temperature control device.
- d) Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.
- e) Test the operation of the low evaporator pressure safety device. Calibrate, if applicable, and record setting.
- f) Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.
- g) Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- h) Verify the operation of the static pressure control.

3. Lubrication

- a) Lubricate damper bearings, if applicable.
- b) Lubricate motor bearing, if applicable.
- c) Lubricate fan bearings.
- d) Check oil level in the compressor(s), if applicable.
- e) Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.

4. Motor and Starter (If Applicable)

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check the contactors for free and smooth operation.
- d) Meg the compressor motor(s) and record readings.
- e) Verify the tightness of the compressor motor terminal connections.
- f) Verify the operation of the compressor oil heater(s).



SCHEDULED RUNNING INSPECTION Package Units

1. Check the general condition of the unit.
 2. Check condenser and evaporator coils
 3. Check evaporator fans.
 4. Check Air Filters, change monthly.
 5. Verify smooth operation of the compressors and fan motors.
 6. Check and record suction pressure.
 7. Check and record discharge pressure.
 8. Log the operating condition after system has stabilized.
 9. Verify the operation of the control circuits.
 10. Analyze the recorded data. Compare the data to the original design conditions.
 11. Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

COMPREHENSIVE ANNUAL INSPECTION Split System

1. General Assembly

- a) Inspect for leaks and report leak check results.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Calculate refrigerant loss rate and report to the customer.
- d) Check the sheaves and pulleys for wear and alignment.
- e) Check the belts for tension, wear, cracks, and/or glazing.
- f) Check & Clean condenser coils.
- g) Check & Clean fans.
- h) Verify proper damper operation.
- i) Check mechanical linkages for wear, tightness, and clearances.
- j) Check and Record Suction & Discharge Pressures.
- k) Check the VFD, if applicable.
- l) Verify the starter operation.
- m) Verify smooth operation of the compressors and fan motors.
- n) Review operating procedures with operating personnel.

2. Controls and Safeties

- a) Verify the operation of the discharge air temperature control device.
- b) Verify the operation of the outside air temperature control device.
- c) Verify the operation of the mixed air temperature control device.
- d) Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.
- e) Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.
- f) Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- g) Verify the operation of the static pressure control.

3. Lubrication

- a) Lubricate damper bearings, if applicable.
- b) Lubricate motor bearing, if applicable.
- c) Lubricate fan bearings.
- d) Check oil level in the compressor(s), if applicable.
- e) Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.



4. Motor and Starter (If Applicable)

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check the contactors for free and smooth operation.
- d) Meg the compressor motor(s) and record readings.
- e) Verify the tightness of the compressor motor terminal connections.
- f) Verify the operation of the compressor oil heater(s).

SCHEDULED RUNNING INSPECTION Split System

1. Check the general condition of the unit.
2. Check condenser and coils
3. Check fans.
4. Check Air Filters, change monthly.
5. Verify smooth operation of the compressors and fan motors.
6. Check and record suction pressure.
7. Check and record discharge pressure.
8. Log the operating condition after system has stabilized.
9. Verify the operation of the control circuits.
10. Analyze the recorded data. Compare the data to the original design conditions.
11. Review operating procedures with operating personnel.
12. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

COMPREHENSIVE ANNUAL INSPECTION AHU

1. General Assembly

- a) Inspect the unit for cleanliness.
- b) Inspect the fan wheel and shaft for wear and clearance.
- c) Check the sheaves and pulleys for wear and alignment.
- d) Check the belts for tension, wear, cracks, and glazing, change annually
- e) Verify tight bolts, set screws, and locking collars.
- f) Check dampers for wear, security and linkage adjustment.
- g) Verify clean condensate pan.
- h) Verify proper operation of the condensate drain.
- i) Verify clean air filters, change monthly
- j) Verify clean coils.
- k) Verify proper operation of the spray pump, if applicable.
- l) Verify smooth fan operation.

2. Lubrication

- a) Lubricate the fan shaft bearings, if applicable.
- b) Lubricate the motor bearings, if applicable.

3. Controls and Safeties

- a) Test the operation of the low temperature safety device, if applicable.
- b) Test the operation of the high static pressure safety device, if applicable.
- c) Test the operation of the low static pressure safety device, if applicable.
- d) Check the thermal cutout on electric heaters, if applicable.
- e) Check and record supply air and control air pressure, if applicable.
- f) Verify the operation of the control system and dampers while the fan is operating.



4. Motor and Starter

- a) Clean the starter and cabinet.
- b) Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable.
- c) Check the condition of the contacts for wear and pitting.
- d) Check the contactors for free and smooth operation.
- e) Meg the motor and record readings.
- f) Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected

SCHEDULED RUNNING INSPECTION AHU

1. Check the general condition of the fan.
2. Verify smooth fan operation.
3. Check and record supply and control air pressure, if applicable.
4. Verify the operation of the control system.
5. Log the operating conditions after the system has stabilized.
6. Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected.

ANNUAL INSPECTIONS TRUCK BAY HEATERS

1. Check all safety controls.
2. Clean the external surfaces of the combustion chamber/heat exchanger.
3. Clean the blower.
4. Check for gas leaks.
5. Inspect motor and Fan Blades.
6. Lubricate motor and applicable parts.
7. Perform operational start up and verify operation of heater.
8. Furnish inspection report and advise of any abnormal conditions or necessary repairs.



Comfort Program

This Agreement is designed to provide the Customer with an ongoing maintenance agreement. This Agreement will be initiated, scheduled, administered, monitored and updated by the Service Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Contractor's own experience. The Customer is informed of the Agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT)

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s).

INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes.

ALIGNING belt drives; drive couplings; coil fins.

CALIBRATING safety controls; temperature and pressure controls.

TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.

ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats.

LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.

PAINTING for corrosion control, as directed by our scheduling system and on an as-needed basis.



Exclusions

Repairs to the Covered Equipment, the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates in addition to vehicle and other related service charges then in effect.

Unless otherwise stated in the Agreement or Special Provisions as being specifically included the following are excluded:

Main power to the equipment disconnect, ductwork and insulation, any Utility (electric, gas, water, or sewer) wiring, piping or isolation valves more than 36 inches from HVAC equipment, any hot water/chilled water piping, wiring or insulation more than 36 inches from HVAC equipment, crane services, temporary cooling, explosion proof equipment, water treatment/chemicals, boiler inspection certifications, any asbestos removal, an proprietary controls, changes to safety or work rules due to changes in regulations or changes in Customer interpretation of regulations or changes in Customer enforcement of regulations, equipment structural supports, oil storage tanks and cleaning interior of system(s) ductwork

Clarifications

The Customer shall permit the Service Contractor free and timely access to areas and the Covered Equipment and allow Service Contractor to start and stop the Covered Equipment as necessary to perform required services.

The Agreement price is conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs and service recommended by the Service Contractor, the Service Contractor may either remove the unacceptable system(s) component(s) or part(s) from the scope of this Agreement and adjust the annual Agreement price or terminate this Agreement.

This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Service Provider.

All normal service and maintenance will be performed during the Service Contractor's normal business hours. Should the Customer require service during a time other than during Service Contractor's normal business hours, the Customer shall pay the Service Contractor the additional overtime portion of the normal service rates. Normal overtime is time and one half or the normal service rates times 1.5. Holidays and Sundays are double time.

The Service Contractor, as a convenience to the Customer, accepts payments via most major credit cards. In the event the Customer wishes to pay Service Contractor by credit card, Customer agrees to reimburse the Service Contractor a surcharge of 4% of the amount of the invoice being charged (or to the extent permissible by law) if the Customer uses any major credit card, and the Customer authorizes Service Contractor to add the applicable surcharge to the credit card transaction.

All travel labor and travel and living expenses must be approved by the Customer in advance in writing before the same being incurred and shall be subject to the Customer's travel policy and GSA rates. The Customer shall not be liable for such expenses unless agreed to in writing consistent with this paragraph. In the event of a conflict between the City's travel policy and the GSA rates, the most restrictive shall control.



Comfort Terms and Conditions

Throughout this Agreement:

The City of Friendswood shall be known as the Customer.

Star Service Inc shall be known as the Service Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Service Contractor and the Customer. In the event the Customer seeks to have the Service Contractor enter into a separate written contract for the scope of work of this Agreement, then: (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract; (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

The Service Contractor accepts the care of the equipment listed in the Inventory of Equipment (the "Covered Equipment") as applicable to the Program. The Covered Equipment shall be maintained in the condition that exists at the beginning of the Term. Any defective components, excessive wear, maladjustments, improper installation, improper design, service by others, improper operation, or misapplication, shall not be considered the responsibility of the Service Contractor, other than normal Preventive Maintenance. Repairs and service required in restoring the Covered Equipment's capacity, reliability, design efficiency, or other shortcomings shall only be repaired with authorization and invoiced at normal service rates.

The Customer agrees to employ the Service Contractor exclusively for the service and repair work of the Covered Equipment and promptly notify the Service Contractor of any condition of the Covered Equipment that is unusual or that may adversely affect its operation and reliability. Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by the Service Contractor in writing, will be cause for Service Contractor to terminate or renegotiate the Service Contractor's obligation under this Agreement. This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Service Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Service Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Service Contractor at Service Contractor's current service rates.

All reasonable efforts shall be extended in performing the service as requested by the Customer, but the Service Contractor shall not be liable for any losses or consequential damage that arise out of misuse by the Customer or the Customer's agents or employees. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included in the scope of the Agreement.

The Customer agrees to pay the Service Contractor as set forth in the Agreement. The terms of payment for all other invoices submitted by the Service Contractor are net thirty (30) days from the Customer's receipt of such invoice or receipt of service, whichever is later. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any insurance companies or the Customer's client. In the event that the Customer objects to the charges in any invoice, the Customer shall notify the Contractor in writing the basis for such objection prior to the payment due date and if the Customer fails to provide written notice within such timeframe, the Customer's objection shall be deemed waived, and the invoice shall be deemed due and payable for the amount of such invoice. Unless the Agreement specifically states otherwise, the prices in this Agreement do not include sales tax, and to the extent sales tax is applicable to any services, materials and/or equipment, such sales tax will be listed separately on the Service Contractor's invoices, and the Customer agrees to pay for all applicable sales taxes.



The Customer further agrees to pay interest on delinquent payments at the rate set forth in Section 2251.025 of the Texas Government Code. In the event that the Customer fails to pay the Service Contractor in accordance with the agreed payment terms: (1) the Service Contractor may, at its sole discretion, stop all work under this Agreement until such time as the Customer's account is brought current. The Service Contractor and the Customer agree that in the event a dispute arises with respect to this Agreement, such dispute shall be resolved in a court of competent jurisdiction in Galveston County, Texas and this Agreement shall be governed and interpreted by the laws of the state Texas, exclusive of its conflict of laws principles. THE SERVICE CONTRACTOR AND THE CUSTOMER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE AFOREMENTIONED STATE AGREE TO THE AFOREMENTIONED COUNTY AS THE APPROPRIATE VENUE FOR DISPUTES.

Where the Service Contractor renders service for the Customer other than those services specified in the Program, the Customer and the Service Contractor must agree to services and the cost to the Customer therefor in writing prior to such additional services being rendered.

The term of this Agreement (the "Term") is designated on the signature page of the Agreement. This agreement may be renewed by Customer upon giving service contractor notice at least (30) days prior to the expiration of the current Term or Renewal Term. If any of the rates to be charged by the Service Contractor for the upcoming Renewal Term will change, the Service Contractor will notify the Customer of such changes in writing at least sixty (60) days prior to the expiration of the current Term or Renewal Term.

The Service Contractor is liable to the Customer where damage to the Covered Equipment has been caused by the Service Contractor while performing routine maintenance or service, and then only to the extent of the replacement parts and installation thereof. In no event shall the Service Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of use of the Covered Equipment, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. During the Term of the Agreement, the Service Contractor agrees to either repair or replace any defective work performed by the Service Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Service Contractor. Unless otherwise agreed to in writing by the Service Contractor and the Customer, upon the termination of this Agreement or the expiration of the Term, whichever occurs first, the Service Contractor shall have no maintenance obligations other than to repair or replace work performed during the Term. Any warranty of the materials, parts and equipment installed by Service Contractor shall be subject to the manufacturers' standard warranty terms, if any, and Customer's exclusive remedy after the expiration or termination of this agreement with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty.

The Customer agrees to not solicit or hire employees of Service Contractor and/or the Service Contractor's subcontractors for itself and/or for any corporation, which Customer now represents or with which Customer now or may later be affiliated during the term of this Agreement and for a period of one year after the termination of the Agreement.

PANDEMIC AND EPIDEMIC PRECAUTIONS

The Customer and the Service Contractor acknowledge that pandemics and/or epidemics may severely impact the location where the services will be performed. As a result, in the event of a pandemic and/or epidemic, Federal, State and Local guidelines and requirements may be imposed and modified, which may impact the timing of the services under the Agreement.

The Customer and the Service Contractor agree that: (1) the Customer and the Service Contractor will both use commercially reasonable efforts with respect to the services under the Agreement; (2) the Customer and the Service Contractor and their respective employees, agents and representatives will comply with applicable Federal, State and Local government quarantines, shelter-in-place orders, regulations, executive orders and/or directives, including but not limited to any recommendations or requirements of the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable State or Local agencies (collectively, "Pandemic/Epidemic Requirements"); (3) the Customer and the Service Contractor will both use commercially reasonable efforts to keep each other informed of pertinent updates or developments regarding their obligations to comply with Pandemic/Epidemic Requirements; and (4) if the Service Contractor's performance of the services under the Agreement is delayed, suspended and/or effected by Pandemic/Epidemic Requirements and/or by their direct or indirect impacts, the Service Contractor shall be entitled to adjustments to the schedule under the Agreement, provided the Service Contractor notifies the Customer within ten (10) calendar days after the Service Contractor learns of the delay, suspension and/or effect.



Fidelity Comfort Program

Proposal Date	Proposal Number	Agreement No.
September 28, 2024	PC222004	

Schedule 2

Inventory of Equipment

UNIT #	MANUFACTURER	MODEL	SERIAL	RATING	LOCATION
ACCU-1	Carrier	24ABB360A520	3816E02911	5t	Station #1
ACCU-2	Carrier	24ABB360A520	3816E02878	5t	Station #1
ACCU-3	Carrier	38AUZD08A0A5A0A0A0	4416C91268	7.5t	Station #1
ACCU-4	Carrier	38AUZA07A0A5A0A0A0	4316C91100	6t	Station #1
ACCU-5	Carrier	24ABB330A510	1916E00323	2.5t	Station #1
ACCU-6	Carrier	24ABB342A500	3916E01927	3.5t	Station #1
ACCU-7	Carrier	24ABB348A510	3616E07323	4t	Station #1
ACCU-8	Carrier	24ACC418A300	2916E28420	1.5t	Station #1
ACCU-9	Carrier	38GUC018---3	2215U78275	1.5t	Station #1
HTR-1	Reznor			100K BTU	Station #1
HTR-2	Reznor			100K BTU	Station #1
HTR-3	Reznor			100K BTU	Station #1
HTR-4	Reznor			100K BTU	Station #1
HTR-5	Reznor			100K BTU	Station #1
HTR-6	Reznor			100K BTU	Station #1
EF-1	Cook	245-ACE-245C7B	0006200	1hp	Station #1
EF-2	Cook	245-ACE-245C7B	0006201	1hp	Station #1
EF-3	Cook	245-ACE-245C7B	0006203	1ho	Station #1
EF-4	Cook	245-ACE-245C7B	0006202	1hp	Station #1
ICE-1	Kenmore				Removed per G Williams
ICE-2	Hoshizaki	KM-500MAF	K02566M		Removed per G Williams
DOAS-1	Trane	TBD	TBD	6t	Station #2
CU-1	Trane	TBD	TBD	5t	Station #2
CU-2	Trane	TBD	TBD	2t	Station #2
CU-3	Trane	TBD	TBD	3.5t	Station #2
CU-4	Toshiba?	TBD	TBD	0.5t	Station #2
CU-5	Toshiba?	TBD	TBD	0.5t	Station #2
UH-1	Reznor	TBD	TBD	60,000btu	Station #2
UH-2	Reznor	TBD	TBD	60,000btu	Station #2
UH-3	Reznor	TBD	TBD	60,000btu	Station #2
UH-4	Reznor	TBD	TBD	60,000btu	Station #2
Ice-1	??	TBD	TBD		Removed per G Williams
CU-1	Carrier	24ABB330A310	2512E23043	2.5t	Station #3
CU-2	Carrier	24ABB330A310	2512E23018	2.5t	Station #3
ICE-1	Hoshizaki	KM320MAH	C04191C		Removed per G Williams
Pckg-1	Carrier	50FC-M08A2A6-0A0A0		7.5t	Installed 2024 Station #4
ACCU-2	Carrier	24ABB342A500	4216E06529	3.5t	Station #4
ICE-1	Mantowoc	B170	110733919		Removed per G Williams
Vhood-1	ModU Serve	W-1M	H08-169-01-6108		Station #4
EF-1	Greenheck	RBCE 3H36-7	11237331 0803	1/2 hp	Station #4
EF-2	Greenheck	RBCE 3H36-7	11237332 0803	1/2 hp	Station #4

TACLA113893C TECL35950 MPL43385

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157,
Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us



EF-3 EF-4 MU-1 HTR-1 HTR-2 HTR-3 HTR-4	Greenheck Greenheck	RBCE 6B08-6 RBCE 6B08-6	11239582 0803 11239583 0803	1 hp 1 hp	Station #4 Station #4 Station #4 Station #4 Station #4 Station #4
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Fidelity Comfort Program

Proposal Date	Proposal Number	Agreement No.
September 28, 2024	PC222004	

Schedule 4 Special Services/ Provisions

1. **Additional Exclusions:**

- Main power to the disconnect and the disconnect itself.
- Ductwork and ductwork cleaning
- Piping and Insulation
- Proprietary Control Systems
- Any utility line (such as electric, gas, water or sewer)
- Any piping, wiring or isolation valves more than 36" from HVAC equipment.
- Structural supports where normal corrosion protection steps are taken.
- R-22 Refrigerant
- Refrigeration Equipment / Ice Machines
- Design Issues
- Preexisting conditions not discovered on survey.

2. **Repairs are extra and will be billed on a time and materials basis.**

HVAC Labor Rates (Out-of-scope work only):

Straight Time Service HVAC (8:00am – 4:30pm): \$ 95.00/hr.
Emergency Time Service HVAC (4:31 pm – 7:59am): \$142.50/hr.
Emergency Time Service HVAC (Sunday / Holidays): \$190.00/hr.
Truck Charges: \$1.75/mi.

Control Tech Labor Rates (if requested):

Straight Time Service (8:00am – 4:30pm): \$125.00/hr.
Emergency Time Service (4:31 pm – 7:59am): \$187.50/hr.
Emergency Time Service (Sunday / Holidays): \$250.00/hr.
Truck Charges: \$1.75/mi.

Electrical Services Labor Rates (if requested):

Straight Time Electrical Service (8:00am – 4:30pm): \$105.00/hr.
Emergency Time Electrical Service (4:31 pm – 7:59am): \$157.50/hr.
Emergency Time Electrical Service (Sunday / Holidays): \$210.00/hr.
Truck Charges: \$1.75/mi.

Plumbing Services Labor Rates (if requested):

Straight Time Service (8:00am – 4:30pm): \$105.00/hr.
Emergency Time Service (4:31 pm – 7:59am): \$157.50/hr.
Emergency Time Service (Sunday / Holidays): \$210.00/hr.
Truck Charges: \$1.75/mi.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.



MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
September 30, 2024	P01717	

BY AND BETWEEN:

Star Service, Inc. 7425 Major St. Houston, TX 77061
--

AND

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

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S): Semi-Annual Ice Machine Maintenance for City of Friendswood

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM:

Fidelity Comfort Program
and associated Terms and Conditions

AGREEMENT coverage will commence on **October 1, 2024**. The AGREEMENT price is **\$25,083** per year, payable **\$12,541.50 Semi-Annually** as serviced and continue through **September 30, 2025**.

This Contract Negotiated Through Choice Partners Mechanical, Electrical, and Plumbing (MEP-JOC) #23/039MR-R1

SCHEDULES INCLUDED:

- 1- Scope of Work
- 2- Inventory of Equipment
- 3- Special Services / Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date 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 of 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. This annual Agreement shall continue in effect for one (1) year and may be renewed by customer upon giving written notice at least thirty (30) days prior to the anniversary date hereof.

CONTRACTOR

Signature (Sales Representative)

Robin S. Robinson

Approved for Contractor:

Robin S. Robinson

Signature

Robin S. Robinson / VP of Business Development

Name & Title

09/30/2024

Date

CUSTOMER

Signature (Authorized Representative)

Morad Kabiri

Morad Kabiri

Name (Print/Type)

City Manager

Title

11/22/2024

Date

881

TACLA113893C TECL35950 MPL43385

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Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us



City of Friendswood Ice Machines 2024 - 2025 Annual Pricing Summary

Proposal Date	Proposal Number	Agreement No.
September 30, 2024	P01717	

Schedule 1

Location	Address	Number of Units	Total Price per Year
Activity Bldg.	416 Morningside Dr., Friendswood, TX 77546	1	\$1,531
Centennial Park	2200 S Friendswood Dr., Friendswood, TX 77546	1	\$1,598
City Hall	910 S Friendswood Dr., Friendswood, TX 77546	1	\$1,531
Fire Station 1	1603 Whitaker Dr., Friendswood, TX 77546	3	\$4,173
Fire Station 2	2605 W Parkwood Ave., Friendswood, TX 77546	1	\$1,630
Fire Station 3	4302 Laura Leigh Dr., Friendswood, TX 77546	1	\$1,547
Fire Station 4	111 Woodlawn, Friendswood, TX 77546	1	\$1,531
Hanger	901 Buckingham Dr., Friendswood, TX 77546	1	\$1,563
Public Safety	1600 Whitaker Dr., Friendswood, TX 77546	3	\$4,172
Public Works	15355 Blackhawk Blvd., Friendswood, TX 77546	2	\$2,778
Sports Park	2910 W Parkwood Ave., Friendswood, TX 77546	2	\$3,029
		17	\$25,083



Fidelity Comfort Program

Proposal Date	Proposal Number	Agreement No.
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Schedule 1

Tasking

ICE MACHINE SEMI-ANNUAL CHECK UP
(As applicable per equipment schedule)

- Clean and sanitize the water system.
- Clean air filters on air-cooled models.
- Check external filter system and change cartridges.
- Check inlet water valve screens.
- Conduct bearing and auger inspection on extruded ice makers.
- Conduct a visual inspection of components, controls, and wiring for oil spots, loose wires, loose fasteners, corrosion, etc.
- Clean the bin interior and unit exterior.



Comfort Program

This Agreement is designed to provide the Customer with an ongoing maintenance agreement. This Agreement will be initiated, scheduled, administered, monitored and updated by the Service Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Contractor's own experience. The Customer is informed of the Agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT)

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s).

INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes.

ALIGNING belt drives; drive couplings; coil fins.

CALIBRATING safety controls; temperature and pressure controls.

TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.

ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats.

LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.

PAINTING for corrosion control, as directed by our scheduling system and on an as-needed basis.



Exclusions

Repairs to the Covered Equipment, the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates in addition to vehicle and other related service charges then in effect.

Unless otherwise stated in the Agreement or Special Provisions as being specifically included the following are excluded:

Main power to the equipment disconnect, ductwork and insulation, any Utility (electric, gas, water, or sewer) wiring, piping or isolation valves more than 36 inches from HVAC equipment, any hot water/chilled water piping, wiring or insulation more than 36 inches from HVAC equipment, crane services, temporary cooling, explosion proof equipment, water treatment/chemicals, boiler inspection certifications, any asbestos removal, an proprietary controls, changes to safety or work rules due to changes in regulations or changes in Customer interpretation of regulations or changes in Customer enforcement of regulations, equipment structural supports, oil storage tanks and cleaning interior of system(s) ductwork

Clarifications

The Customer shall permit the Service Contractor free and timely access to areas and the Covered Equipment and allow Service Contractor to start and stop the Covered Equipment as necessary to perform required services.

The Agreement price is conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs and service recommended by the Service Contractor, the Service Contractor may either remove the unacceptable system(s) component(s) or part(s) from the scope of this Agreement and adjust the annual Agreement price or terminate this Agreement.

This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Service Provider.

All normal service and maintenance will be performed during the Service Contractor's normal business hours. Should the Customer require service during a time other than during Service Contractor's normal business hours, the Customer shall pay the Service Contractor the additional overtime portion of the normal service rates. Normal overtime is time and one half or the normal service rates times 1.5. Holidays and Sundays are double time.

The Service Contractor, as a convenience to the Customer, accepts payments via most major credit cards. In the event the Customer wishes to pay Service Contractor by credit card, Customer agrees to reimburse the Service Contractor a surcharge of 4% of the amount of the invoice being charged (or to the extent permissible by law) if the Customer uses any major credit card, and the Customer authorizes Service Contractor to add the applicable surcharge to the credit card transaction.

All travel labor and travel and living expenses must be approved by the Customer in advance in writing before the same being incurred and shall be subject to the Customer's travel policy and GSA rates. The Customer shall not be liable for such expenses unless agreed to in writing consistent with this paragraph. In the event of a conflict between the City's travel policy and the GSA rates, the most restrictive shall control.



Comfort Terms and Conditions

Throughout this Agreement:

The City of Friendswood shall be known as the Customer.

Star Service Inc shall be known as the Service Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Service Contractor and the Customer. In the event the Customer seeks to have the Service Contractor enter into a separate written contract for the scope of work of this Agreement, then: (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract; (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

The Service Contractor accepts the care of the equipment listed in the Inventory of Equipment (the "Covered Equipment") as applicable to the Program. The Covered Equipment shall be maintained in the condition that exists at the beginning of the Term. Any defective components, excessive wear, maladjustments, improper installation, improper design, service by others, improper operation, or misapplication, shall not be considered the responsibility of the Service Contractor, other than normal Preventive Maintenance. Repairs and service required in restoring the Covered Equipment's capacity, reliability, design efficiency, or other shortcomings shall only be repaired with authorization and invoiced at normal service rates.

The Customer agrees to employ the Service Contractor exclusively for the service and repair work of the Covered Equipment and promptly notify the Service Contractor of any condition of the Covered Equipment that is unusual or that may adversely affect its operation and reliability. Any alterations, additions, adjustments, or repairs made by others, unless authorized or agreed upon by the Service Contractor in writing, will be cause for Service Contractor to terminate or renegotiate the Service Contractor's obligation under this Agreement. This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Service Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Service Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Service Contractor at Service Contractor's current service rates.

All reasonable efforts shall be extended in performing the service as requested by the Customer, but the Service Contractor shall not be liable for any losses or consequential damage that arise out of misuse by the Customer or the Customer's agents or employees. Replacement and installation of equipment, components, or accessories that fail to provide satisfactory performance due to obsolescence or design conditions are not included in the scope of the Agreement.

The Customer agrees to pay the Service Contractor as set forth in the Agreement. The terms of payment for all other invoices submitted by the Service Contractor are net thirty (30) days from the Customer's receipt of such invoice or receipt of service, whichever is later. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any insurance companies or the Customer's client. In the event that the Customer objects to the charges in any invoice, the Customer shall notify the Contractor in writing the basis for such objection prior to the payment due date and if the Customer fails to provide written notice within such timeframe, the Customer's objection shall be deemed waived, and the invoice shall be deemed due and payable for the amount of such invoice. Unless the Agreement specifically states otherwise, the prices in this Agreement do not include sales tax, and to the extent sales tax is applicable to any services, materials and/or equipment, such sales tax will be listed separately on the Service Contractor's invoices, and the Customer agrees to pay for all applicable sales taxes.



The Customer further agrees to pay interest on delinquent payments at the rate set forth in Section 2251.025 of the Texas Government Code. In the event that the Customer fails to pay the Service Contractor in accordance with the agreed payment terms: (1) the Service Contractor may, at its sole discretion, stop all work under this Agreement until such time as the Customer's account is brought current. The Service Contractor and the Customer agree that in the event a dispute arises with respect to this Agreement, such dispute shall be resolved in a court of competent jurisdiction in Galveston County, Texas and this Agreement shall be governed and interpreted by the laws of the state Texas, exclusive of its conflict of laws principles. THE SERVICE CONTRACTOR AND THE CUSTOMER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE AFOREMENTIONED STATE AGREE TO THE AFOREMENTIONED COUNTY AS THE APPROPRIATE VENUE FOR DISPUTES.

Where the Service Contractor renders service for the Customer other than those services specified in the Program, the Customer and the Service Contractor must agree to services and the cost to the Customer therefor in writing prior to such additional services being rendered.

The term of this Agreement (the "Term") is designated on the signature page of the Agreement. This agreement may be renewed by Customer upon giving service contractor notice at least (30) days prior to the expiration of the current Term or Renewal Term. If any of the rates to be charged by the Service Contractor for the upcoming Renewal Term will change, the Service Contractor will notify the Customer of such changes in writing at least sixty (60) days prior to the expiration of the current Term or Renewal Term.

The Service Contractor is liable to the Customer where damage to the Covered Equipment has been caused by the Service Contractor while performing routine maintenance or service, and then only to the extent of the replacement parts and installation thereof. In no event shall the Service Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of use of the Covered Equipment, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. During the Term of the Agreement, the Service Contractor agrees to either repair or replace any defective work performed by the Service Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Service Contractor. Unless otherwise agreed to in writing by the Service Contractor and the Customer, upon the termination of this Agreement or the expiration of the Term, whichever occurs first, the Service Contractor shall have no maintenance obligations other than to repair or replace work performed during the Term. Any warranty of the materials, parts and equipment installed by Service Contractor shall be subject to the manufacturers' standard warranty terms, if any, and Customer's exclusive remedy after the expiration or termination of this agreement with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty.

The Customer agrees to not solicit or hire employees of Service Contractor and/or the Service Contractor's subcontractors for itself and/or for any corporation, which Customer now represents or with which Customer now or may later be affiliated during the term of this Agreement and for a period of one year after the termination of the Agreement.

PANDEMIC AND EPIDEMIC PRECAUTIONS

The Customer and the Service Contractor acknowledge that pandemics and/or epidemics may severely impact the location where the services will be performed. As a result, in the event of a pandemic and/or epidemic, Federal, State and Local guidelines and requirements may be imposed and modified, which may impact the timing of the services under the Agreement.

The Customer and the Service Contractor agree that: (1) the Customer and the Service Contractor will both use commercially reasonable efforts with respect to the services under the Agreement; (2) the Customer and the Service Contractor and their respective employees, agents and representatives will comply with applicable Federal, State and Local government quarantines, shelter-in-place orders, regulations, executive orders and/or directives, including but not limited to any recommendations or requirements of the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable State or Local agencies (collectively, "Pandemic/Epidemic Requirements"); (3) the Customer and the Service Contractor will both use commercially reasonable efforts to keep each other informed of pertinent updates or developments regarding their obligations to comply with Pandemic/Epidemic Requirements; and (4) if the Service Contractor's performance of the services under the Agreement is delayed, suspended and/or effected by Pandemic/Epidemic Requirements and/or by their direct or indirect impacts, the Service Contractor shall be entitled to adjustments to the schedule under the Agreement, provided the Service Contractor notifies the Customer within ten (10) calendar days after the Service Contractor learns of the delay, suspension and/or effect.



Fidelity Comfort Program

Proposal Date	Proposal Number	Agreement No.
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Schedule 2

Inventory of Equipment

UNIT #	MANUFACTURER	MODEL	SERIAL	RATING	LOCATION
REF 001	Manitowoc	QD0212A	310033823	220	Activity Bldg
REF 002	Manitowoc	SD0452A	110697191	455	Centennial Park
REF 003	Manitowoc	SMS050A002	310129502	53	City Hall
REF 004	Hoshizaki	KM-520MAJ	K07673C	556	Fire Station 1
REF 005	Costway	FP10242US-SL	2304000842	80	Fire Station 1
REF 006	Kenmore	106.8959	K64026826		Fire Station 1
REF 007	Hoshizaki	KM-350MAJ	P26040G		Fire Station 2
REF 008	Hoshizaki	KM-320MAH	C04191C	352	Fire Station 3
REF 009	Manitowoc	ID0302A-161		310	Fire Station 4
REF 010	Druze	DRUXE120	1200219030	120	Hanger
REF 011	Manitowoc	UDE0080A-161B	1120850147	102	PSB
REF 012	Manitowoc	QD0212A	310109236	220	PSB
REF 013	Manitowoc	SD0502A		350	PSB
REF 014	Whirlpool	WUI75X15HZ01	UC2402197	50	PW Bldg
REF 015	Hoshizaki	IM-500SAB	N14483F	489	PW Bldg
REF 016	Manitowoc	IDF0300W-161	1120554424	310	Sports Park
REF 017	Manitowoc	KD0500A-161		515	Sports Park



Fidelity Comfort Program

Proposal Date	Proposal Number	Agreement No.
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Schedule 3 Special Services / Provisions

1. *Repairs are extra and will be billed on a time and materials basis.*

HVAC Labor Rates (Out-of-scope work only):

Straight Time Service HVAC (8:00am – 4:30pm): \$ 95.00/hr.
Emergency Time Service HVAC (4:31 pm – 7:59am): \$142.50/hr.
Emergency Time Service HVAC (Sunday / Holidays): \$190.00/hr.
Truck Charges: \$1.75/mi.

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Emergency Time Service (4:31 pm – 7:59am): \$187.50/hr.
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Plumbing Services Labor Rates (if requested):

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Emergency Time Service (Sunday / Holidays): \$210.00/hr.
Truck Charges: \$1.75/mi.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

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: December 2, 2024

Date submitted: 11/12/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider approving the Memorandum of Understanding with Texas A&M Engineering Service for the Texas A&M Public Works Response Team.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item approves the Memorandum of Understanding with Texas A&M Engineering Service for the Texas A&M Public Works Response Team (the "Team"). The Team is responsible for public work response activities performed at the request of the State of Texas in conjunction with or in preparation for a state of disaster. Under the Agreement, the City may participate, as resources allow, by assigning to the Team City equipment and/or personnel, who have undertaken the requisite training. If a City employee is deployed to assist the Team, the City will receive reimbursement for the payroll expenses of such employee and for the cost of backfilling such employee's position.

At his request, the City has added Ruben Garcia, Code Enforcement Officer, to the Team's roster. Their most recent project was identifying the source of the e-coli outbreak in the City of Laredo. That project is complete, but he will be placed on the roster and notified for any future assistance needs. This is a great way for City employees to gain experience in emergency situations but, more importantly, for the City to support and assist other jurisdictions and residents in their time of need.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Employer Letter of Endorsement Ruben Garcia
2. TEEX-PWRT MOU City of Friendswood

**Texas A&M Public Works Response Team
Participating Agency/Employer: Freshwater Services LLC
Individual Member Letter of Endorsement**

Date: 11/19/2024

To: City of Friendswood

From: TX-PWRT Operations Chief

Re: Participation in Texas A&M Public Works Response Team

The Texas A&M Public Works Responses Team (TX-PWRT) a State Emergency Response Team requests TX-PWRT membership endorsement for **Ruben Garcia, Jr.**

TX-PWRT functions as Emergency Support Function 3 (ESF 3 – Public Works and Engineering) and is one of the 15 Emergency Service Functions described in the National Response Framework. The Emergency Support Functions provide the structure for coordinating Federal interagency support for a federal response to an incident. Under the direction of the Texas Division of Emergency Management (TDEM), TX-PWRT coordinates the state's response to public works and engineering emergencies during declared disasters.

Following are the participation requirements for Members of TX-PWRT:

Members must be in good standing with the Employer.

1. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
2. Members serving in a TX-PWRT position that requires the individual to hold a license, registration, certificate, or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
3. Members must follow all TX-PWRT Standard Operating Guidelines that are available at <https://teex.org/txpwrt/>
4. Members must meet medical/fitness standards and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per TX-PWRT Standard Operating Guidelines. <https://teex.org/txpwrt/sog/>
5. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
6. Members must advise Employer of TX-PWRT activities that may require time off work.
7. Members must notify TEEX of any change in the notification process, i.e., address or phone number changes, and maintain current personal profile in the PWRT personnel records system."

8. Members must ensure availability for immediate call-out during the period the Member's assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
9. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 4 hours from time of call-out to the assigned point of assembly.
10. Members must maintain all equipment issued by TX-PWRT in a ready state and advise TEEX immediately of any lost, stolen, or damaged items.
11. Members must be prepared to operate in the disaster environment for up to 14 consecutive days.

Costs and requirements associated with TX-PWRT by the Employer are addressed through your Participating Agencies/Employer Memorandum of Understanding with TX-PWRT.

Membership on TX-PWRT is an honor and significant accomplishment and requires a large commitment of time and effort from both the Member and their Employer.

I acknowledge that I have read and agree with the requirements as listed in this Letter of Endorsement



TX-PWRT Member (Signature)

11/19/24

Date

By signing this authorization letter, you are approving participation of the listed individual in TX-PWRT activations and trainings and affirm the Employer's support of the Member's participation in TX-PWRT training, meetings, and emergency response activities. Local significant emergency situations or disasters affecting your jurisdiction may take priority over TX-PWRT activations or training.

Employer Name (Print)

Employer's Title

Employer (Signature)

Date

Ron Peddy

TX-PWRT Director

TX-PWRT Participating Agency Chief or designee (Print)

Rank/Title

TX-PWRT Participating Agency Chief or designee (Signature)

Date

**Memorandum of Understanding
Between the Texas A&M Engineering Extension Service,
the Texas A&M Public Works Response Team,
and the Participating Agency/Employer**

This Memorandum of Understanding (MOU) is entered into the **19th day of November 2024** between Texas A&M Public Works Response Team (TX-PWRT), a division of the Texas A&M Engineering Extension Service (TEEX), and the Participating Agency/Employer (Employer): **City of Friendswood** located in **Friendswood, TX**. This MOU is intended to be legally binding on the Parties.

TEEX is the lead agency for Emergency Support Function 3 as defined in the State of Texas Emergency Management Basic Plan and is authorized by the Texas Division of Emergency Management (TDEM) to organize, develop, and manage the Texas A&M Public Works Response Team. Employer desires to provide personnel and/or equipment to serve in TX-PWRT as determined by TEEX. The parties therefore agree as follows:

I. PURPOSE

The purpose of this MOU is to delineate responsibilities and procedures for public work response activities under the authority of the State of Texas Emergency Management Plan

II. SCOPE

The provisions of this MOU apply to:

- A. Public work response activities performed at the request of the State and provided at the option of the Employer and the Member. These activities may be in conjunction with, or in preparation of, a state declaration of disaster.
- B. Training activities mandated by TEEX to maintain TX-PWRT operational readiness.

III. PERIOD OF PERFORMANCE

This MOU begins with the date of the last party to sign and terminates **August 31, 2027**, or as described in section IX of this MOU.

IV. DEFINITIONS

For purposes of this MOU, the following definitions apply:

- A. **Activation**: The process of TEEX mobilizing Members to deploy to a designated disaster site.
- B. **Alert**: The process of TEEX informing Members that an event has occurred and that TX-PWRT may be activated at some point within the next 24-48 hours.
- C. **Backfill**: The assignment of personnel by the Employer to meet their minimum level of staffing to replace a deployed Member.
- D. **Deactivation**: The process of TEEX demobilizing Members upon notification from the State to stand down.
- E. **Member**: A rostered TX-PWRT member.

- F. Personnel Rehabilitation Period: The period sometimes allowed by the State for Members' rehabilitation to normal conditions of living following activation.
- G. Reasonable Personal Costs: Approved out-of-pocket expenses incurred by a member in performance of his/her duties as a deployed Member.
- H. Rotational Model: Model used to determine which of the three teams (Red, White, Blue) is first up for deployment or on standby for the month.
- I. State: The State of Texas.
- J. TX-PWRT Sponsored Training: Training and/or exercises performed at the direction, control, and funding of TX-PWRT.
- K. TX-PWRT Sanctioned Training: Training and/or exercises performed at the direction, control, and funding of an Employer or Member in order to develop and maintain the TX-PWRT capabilities of the Member and TX-PWRT. TX-PWRT Sanctioned Training must be coordinated with TEEX/TX-PWRT staff and receive written authorization to conduct such training prior to the start of the training.

V. RESPONSIBILITIES

- A. TEEX will:
 1. Recruit and organize TX-PWRT according to guidelines prescribed in the Emergency Support Function 3 (ESF 3) of the State of Texas Emergency Management Basic Plan
 2. Ensure that each Member meets the necessary licensing, certification, or other professional qualification requirements of his/her assigned position.
 3. Provide administrative, financial and personnel management to TX-PWRT and perform all financial requirements as set forth in this MOU.
 4. Reimburse payroll costs to the Employer for each activated Member and allowable backfill costs as stated in *Section VIII. A. Reimbursement of the Employer* and the *TX-PWRT Standard Pay Policy, Attachment A*.
 5. Reimburse equipment use fee for each employer activated piece of equipment as stated in *Section VIII. C. Reimbursement of Employer Equipment* and the TX-PWRT Equipment Reimbursement Schedule by Type, Attachment C.
 6. Provide training to Members consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 7. Develop, implement, and exercise a notification and call-out system for Members.
 8. Provide all personal protective equipment and uniform shirts required by TX-PWRT.
 9. Provide tools and equipment necessary to conduct safe and effective TX-PWRT operations as listed in the current approved cache list.
 10. Maintain all tools and equipment in the TX-PWRT cache in a ready state.
 11. Coordinate between the State, the Employer, other relevant governmental and private entities, and the individual Members.
 12. Maintain a primary contact list for all Members.

13. Maintain personnel files on all Members for the purposes of documenting training records, emergency notification, and other documentation as required by the State.
 14. Provide a roster of the Employer Members upon execution of this MOU and annually, in the month of July, see *Attachment D*.
 15. Provide a roster of the Employer Equipment upon execution of this MOU and annually, in the month of July, see *Attachment E*.
- B. The Employer will:
1. Provide approval of all its members participation in TX-PWRT training, meetings, and emergency response activities when fiscally reasonable to do so. Agency approval is provided by signing this MOU at the time the Member's administrative documents are submitted.
 2. Maintain a roster of all its personnel participating as Members.
 3. Maintain a roster of all its equipment available for deployment.
 4. Provide a primary point of contact to TEEX for the purpose of notification of TX-PWRT activities and other matters.
 5. Pay deployed Members in accordance with *Section VIII Administrative, Financial, and Personnel Management and Attachment A, the Public Works Response Team Standard Pay Policy*.
 6. Certify and submit personnel reimbursement claims and requested supporting documentation within 45 days of Deactivation of its Member(s).
 7. Certify and submit equipment reimbursement claims and requested supporting documentation within 45 days of Deactivation of its equipment.
- C. Participation Requirements for Members. Employer must notify TEEX TX-PWRT if Employer reasonably believes that a member does not meet any of the following:
1. Members must be in good standing with the Employer.
 2. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
 3. Members serving in a TX-PWRT position that requires the individual to hold a license, registration, certificate, or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
 4. Members must follow all *TX-PWRT Standard Operating Guidelines (SOG)*
 5. Members must meet medical/fitness standards and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments.
 - 6. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.**
 7. Members must advise the Employer of TX-PWRT activities that may require time off from work.

8. Members must notify TEEX of any change in the notification process, i.e., address or phone number changes, and maintain current personnel profile in the "TX-PWRT Personnel Records System."
9. Members must ensure availability for immediate call-out during the period the Member's assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
10. Members must respond immediately to call-out with acceptance or refusal of current mission request and depart within 4 hours from time of call-out to the assigned point of assembly (POA).
11. Members must maintain all equipment issued by TX-PWRT in a ready state and advise TEEX immediately of any lost, stolen, or damaged items.
12. Members must be prepared to operate in the disaster environment for not less than 14 consecutive days.
13. Members must follow the *TX-PWRT Policies and Procedures* as is currently in effect and as may be amended in the future and available online at <https://teex.org/txpwrt/>.

VI. PROCEDURES

A. Activation

1. Upon request from TDEM for disaster assistance, and/or determination that pre-positioning TX-PWRT is prudent, TEEX will request activation of TX-PWRT from the State.
2. Upon request or permission from the State for disaster assistance, and/or determination that pre-positioning TX-PWRT is prudent, TEEX will follow the steps in section VI.B.
3. TEEX will communicate an Alert and/or activation notices to Members through the call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Demobilization

1. TEEX will notify Members of activation of TX-PWRT.
2. When TX-PWRT responds to such a mobilization request, the Members must depart with all equipment and personal gear to the designated POA within 4 hours of activation notice.
3. Upon arrival at the POA, Members will be provided initial briefings, maps, food, housing, and any other items essential to the initial set-up and support of TX-PWRT.
4. When TX-PWRT is activated, members will provide transportation for themselves and all necessary equipment to the pre-designated point of assembly (POA).
5. Members will provide transportation from the POA to the disaster site and transportation on the return trip.
6. TEEX will demobilize Members and equipment to the original POA upon completion of the PWRT mission.

C. Management

1. TEEX maintains overall management, command, and control of all TX-PWRT resources

and operations.

2. Tactical deployment of TX-PWRT will be under the direction of the local Incident Commander and the Task Force Leader(s) assigned to the incident.

VII. TRAINING AND EXERCISES

A. TX-PWRT Sponsored Training

Periodically Members will be requested or required to attend TX-PWRT Sponsored Training. TX-PWRT Sponsored Training will be performed at the direction, control, and funding of TX-PWRT in order to develop the technical skills of Members.

B. TX-PWRT Sanctioned Training

Periodically Members will be required and/or invited to attend PWRT Sanctioned Training. PWRT Sanctioned Training may be performed at the direction, control, and funding of TEEX, the Employer, or the State in order to develop and maintain the capabilities of TX-PWRT.

C. Non-Sponsored and/or Non-Sanctioned Training and Exercises

Non-sponsored and/or non-sanctioned training and/or exercises may be performed at the direction, control and funding of the Employer or Member in order to develop and maintain the capabilities of TX-PWRT.

D. Minimum Training Requirements

Each Member must maintain the skills and abilities identified in the position description requirements. Each Member must attend one of the scheduled Full-Scale exercises or Mobility Exercises and one Regional Training Event annually. Each Member must attend a minimum of 50% of the PWRT Sponsored Training and PWRT Sanctioned Training opportunities provided for his or her assigned TX-PWRT position. Failure to attend a minimum of 50% of those training opportunities will result in dismissal from TX-PWRT. Exceptions may be granted at the discretion of TEEX or the Response Team Leader.

VIII. ADMINISTRATIVE, FINANCIAL, PERSONNEL MANAGEMENT, AND EQUIPMENT MANAGEMENT

A. Reimbursement of the Employer

1. TEEX will reimburse the Employer for each of its employees activated as a member for payroll and associated costs during the Members' participation in State disaster deployments. This reimbursement will be in accordance with the *TX-PWRT Pay Policy* and will require the Employer to submit supporting documentation to TEEX prior to reimbursement.
2. TEEX will reimburse the Employer for the cost of Backfilling Members while activated. This will consist of expenses generated by the replacement of a deployed Member on his/her normally scheduled duty period/day. Backfill costs incurred by the Employer will be reimbursable only to the extent that the costs are in excess of the costs that would have been incurred had the Member not been deployed. TEEX cannot pay for hours Backfilled other than those that coincide with a member's scheduled on-duty hours. Backfill reimbursement is available only for positions that are normally Backfilled by the Employer.
3. TEEX will reimburse the Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the Personnel Rehabilitation Period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified Personnel Rehabilitation Period, the Employer may give the deployed Member that time off with pay and backfill his/her position. If Members use time from a paid leave bank during the Personnel Rehabilitation Period, or if a member is not normally scheduled to work

during the identified Personnel Rehabilitation Period, then no reimbursement will be made for that Member. TEEX will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.

B. Other Reimbursements

1. TEEX will reimburse Members for Reasonable Personal Costs associated with operations and maintenance of TX-PWRT during a State activation. Itemized receipts are required and should not include Texas Hotel Occupancy taxes, alcohol, tips, or gratuities. All receipts must be submitted to the TEEX-ITSI Business Office within 15 days of Deactivation.
2. TEEX will reimburse Members for reasonable travel costs associated with approved training in accordance with the established *TX-PWRT travel policy*. Itemized receipts are required and should not include Texas Hotel Occupancy taxes as they are not reimbursable. Receipts should be submitted to the TEEX-ITSI Business Office within 15 days from the end of the trip.
3. TEEX will reimburse on a replacement basis for emergency procurement of TX-PWRT materials, equipment and supplies purchased and used or consumed by Members in providing requested assistance. Advance approval by TX-PWRT leadership must be obtained and itemized receipts for such items must be submitted to TEEX. Such materials, equipment and supplies are the property of TEEX and must be returned to TEEX upon deactivation or return from training.
4. No Member or the Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.
5. All financial commitments herein are made subject to availability of funds from the State.
6. TEEX will perform all duties of an employer in relation to a member who is injured and eligible to receive benefits under *Chapter 501 of the Texas Labor Code*.

C. Reimbursement of Employer Equipment

1. TEEX will reimburse the Employer **for actual hours used** of each piece of equipment utilized and associated costs during the Employer's participation in State deployments. This reimbursement will be in accordance with the *TX-PWRT Equipment Reimbursement Schedule by Type* and will require the Employer to submit supporting documentation to TEEX prior to reimbursement. For Equipment Fee schedule see: <https://www.fema.gov/assistance/public/schedule-equipment-rates>
2. TEEX will reimburse on a reasonable basis for emergency repairs of equipment and supplies purchased and used or consumed by Employer in providing requested assistance. Advance approval by TX-PWRT leadership must be obtained and itemized receipts for such items must be submitted to TEEX.
3. No Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.
4. All financial commitments herein are made subject to availability of funds from the state.

IX.CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This MOU may be modified or amended only with the signed written agreement of both parties, and all amendments will be incorporated into this MOU.

- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TEEX complies with the provisions of *Executive Order 11246 of Sept. 24, 1965, as amended* and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, TEEX will not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be compliant with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, provisions of technical assistance and other relief assistance activities will be accomplished in an equitable and impartial manner, without discrimination on a basis prohibited by Texas or federal law or on a basis of economic status.

X. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION /AND TRAINING

- A. During any period in which TX-PWRT is activated by the State, or during any TX-PWRT Sponsored Training or TX-PWRT Sanctioned Training, Members who are not employees of a member of The Texas A&M University System or another agency of the State will be included in the coverage provided under *Chapter 501 of the Texas Labor Code* in the same manner as an employee, as defined by *Section 501.001*. Services with TX-PWRT by an activated Member who is a state employee are considered to be in the course and scope of the employee's regular employment with the State.

XI. LIABILITY AND WORKERS' COMPENSATION FOR NON-SPONSORED/SANCTIONED TRAINING

- A. During non-TX-PWRT training and exercises, Members who are not employees of a member of The Texas A&M University System or another agency of the State will not be included in the same workers' compensation coverage afforded Members that are activated or attending TX-PWRT Sponsored Training or TX-PWRT Sanctioned Training.

XII. GENERAL PROVISIONS

- A. The Constitution and the substantive laws of the State (and not its conflicts of law principles) govern all matters arising out of or relating to this MOU and all the transactions it contemplates.
- B. No employer-employee, partnership, agency, or joint venture relationship is created by this MOU or by Member or Employer's service to TEEX. Neither party may bind the other or otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by authorized representatives of both parties before any such act or representation.
- C. Any provision of this MOU that conflicts with a law or regulation of the United States or the State is null and void to the extent of the conflict.
- D. Any notices required or permitted under this MOU will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

- a. TEEX: TEEX TX-PWRT, 200 Technology Way, College Station, TX 77845-3424
 - b. Employer: City of Friendswood, 910 S Friendswood Dr. Friendswood, TX 77546
 - E. This MOU is assignable only with the written consent of both parties.
 - F. TEEX is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Employer expressly acknowledges that TEEX is an agency of the state of Texas. Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided by law.
 - G. The failure of either party at any time to require performance by the other party of any provision of this MOU will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
 - H. Each provision of this MOU is severable. If any provision is rendered invalid, illegal, or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect as if such invalid, illegal, and unenforceable provision had never been contained herein.
 - I. If either party fails to fulfill its obligations under this MOU, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riots, war, revolution, acts of foreign or domestic terrorism, employee strikes, epidemics, sabotage embargos, or any other circumstances of like character (force majeure occurrence), then the other party will excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to resume performance under this MOU, provided however, that in no event will such time extend for more than 30 days.
 - J. Employer acknowledges that TEEX is obligated to strictly comply with the Texas Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law.
 - K. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.
 - L. Pursuant to Section 85.18(b), Texas Education Code, venue for a suit filed against TEEX is in the county in which the primary office of the chief executive officer of TEEX is located. At the execution of this MOU, such county is Brazos County, Texas.
 - M. This MOU along with any attachments constitute the entire understanding between the parties as to the matters contained in this MOU and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute agreements, but those will not alter this MOU unless expressly stated in writing.
-

SIGNATURES TO FOLLOW ON NEXT PAGE

This MOU is entered into by and between the following parties:

TEXAS A&M ENGINEERING EXTENSION SERVICE (TEEX):

_____ Authorized Signature	<u>Ron Peddy</u> Printed Name	_____ Date
<u>200 Technology Way</u> Address	<u>College Station</u> City	<u>TX, 77845-3424</u> State, Zip
<u>(979) 645-6522</u> Phone Number	<u>37167167164025</u> TX VIN	

EMPLOYER: City of Friendswood
Employer Name

_____ Employer Authorized Signature	_____ Printed Name	_____ Date
_____ Address	_____ City	_____ State, Zip
_____ Phone Number	_____ Email	

Attachment A

Public Works Response Team

Standard Pay Policy

I. Scope

The provisions of this policy apply to all TX-PWRT members and Texas A&M Engineering Extension Service (TEEX) personnel assigned to the TX-PWRT program.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a TX-PWRT member.

III. Pay Rate

- A. TX-PWRT will reimburse the Employer for the participation of each of their activated TX-PWRT members at the current hourly rate or salary at the time of deployment and identified on the payroll printout provided by the Employer requesting salary reimbursement. TX-PWRT may also reimburse the Employer for the allocable portion of fringe benefits paid to or on behalf of the TX-PWRT member during the period of activation. Member work schedules, payroll policies, payroll and benefit documentation must be retained by the Employer for a period of three years following the final payment to TEEX by TDEM in accordance with 2 CRF 200.333 – Retention Requirements for Records. TEEX will notify Employers when payment has been made.
- B. As an affiliated member, TX-PWRT members who are self-employed or not employed by an Employer will be paid at a rate identified with his/her TX-PWRT position. The affiliated member's 40-hour workweek will begin upon activation. The affiliated member will receive the standard base rate of pay for the first 40 hours worked within each workweek of a deployment. Hours in excess of 40 hours each week will be paid at 1 ½ time the member's base rate of pay. Affiliated members are not eligible for Personnel Rehabilitation pay.
- C. TEEX employees with positions on TX-PWRT will be paid in accordance with Section IV below. Payroll printouts and fringe benefits documentation will be included in the reimbursement process.

IV. Deployment Work Shift

- A. Every day is considered a workday during the Deployment until the activation is over, and the PWRT returns to its original Point of Assembly (otherwise known as "portal to portal"). Therefore, Saturday, Sunday, holidays, and other scheduled days off are also considered workdays during the period of activation.
- B. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.
- C. During the deployment period from activation through de-activation, all FLSA-exempt and non-FLSA exempt TX-PWRT members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a workday. A workday is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be compensated in accordance with 44 CFR 208.39 and Employer pay policies. Kelly days are considered off duty hours.
- D. 44 CFR 208.39 allows Participating Agency/Employers whose members follow the Public Safety Exemption 29 U.S.C. 207(k) have the option of converting deployed members to a standard FLSA 40-hour week during the deployment period. The conversion does not apply to backfill or rehab time.

V. Ordered Standby

Compensable standby will be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

Attachment C
Public Works Response Team
FEMA Schedule of Equipment Rates

<https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>

Attachment D
Public Works Response Team
Members Roster

I. Scope

ATTACHMENT 'D' will be used for all TX-PWRT Members, Employers, and Texas A&M Engineering Extension Service (TEEX) personnel assigned to the TX-PWRT program.

II. Purpose

The purpose of this document is to provide a roster of the employees who are assigned to the TX-PWRT, and who are affiliated with the Employer/Agency listed below. This roster of employees is provided; 1.) upon the date of the original signing of this MOU; and 2.) each July thereafter, or until the MOU terminates.

III. Roster

City of Friendswood

Date of Assignment	Member Name	PWRT ID #	Date of Separation	Notes
11-19-24	Ruben Garcia Jr	155		<i>W/WW Specialist</i>

Use extra sheets if necessary.

Attachment E
Public Works Response Team
Equipment Roster

IV. Scope

ATTACHMENT 'E' will be used for all Member Employer's equipment that deploys with TX-PWRT Members during activation. Texas A&M Engineering Extension Service (TEEX) will reimburse the Member Employer for each hour of use of each piece of equipment committed to the TX-PWRT program during team deployments based on the most current version of the "FEMA Schedule of Equipment Rates" – See Attachment 'C'.

V. Purpose

The purpose of this document is to provide a list of equipment that may be assigned for the use of the TX-PWRT during deployments. This list of equipment is provided; 1.) upon the date of the original signing of this MOU; 2.) upon deployment of the TX-PWRT; and 2.) each July thereafter, or until the MOU terminates.

VI. Equipment List

City of Friendswood

Date of Deployment	Equipment Description	Equipment ID#	Date of Demobilization	Notes

Use extra sheets if necessary.

**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: December 2, 2024

Date submitted: 11/01/2024

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

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

Originating Department: Finance

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to receive the ad valorem tax report for October 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- 1. GalCo TaxOct 24



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@galvestoncountytexas.gov

November 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 October, 2024 is true and correct.

Under my hand and seal this 6th day of November, 2024.



Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector

cc: Randall Rice, County Auditor
Linebarger, Goggan, Blair, & Simpson
Perdue, Brandon, Fielder, Collins, & Mott
Assessment & Collection Partners:

City of Bayou Vista
City of Clear Lake Shores (delinquent)
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City La Marque
City of League City
City of Santa Fe
City of Texas City
City of Tiki Island
Dickinson Independent School District
Galveston Independent School District
High Island Independent School District
Hitchcock Independent School District
College of the Mainland
Bay Colony West MUD

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

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

11/04/2024 12:14:36 4675719
TC298-D DEPOSIT
RECEIPT DATE: ALL
LOCATION: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 10/01/2024 THRU 10/31/2024
JURISDICTION: 0337 FRIENDWD CITY

PAGE: 33
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2024	M & O	.404140	537,953.02	.00	.00	.00	537,953.02	.00	.00	.00	537,953.02
	I & S	.110032	146,464.19	.00	.00	.00	146,464.19	.00	.00	.00	146,464.19
	TOTAL	.514172	684,417.21	.00	.00	.00	684,417.21	.00	.00	.00	684,417.21
2023	M & O	.379450	27,340.63-	.00	2,204.30	.00	25,136.33-	3,067.59	.00	.00	22,068.74-
	I & S	.121278	8,738.43-	.00	704.56	.00	8,033.87-	.00	.00	.00	8,033.87-
	TOTAL	.500728	36,079.06-	.00	2,908.86	.00	33,170.20-	3,067.59	.00	.00	30,102.61-
2022	M & O	.388560	3,956.09-	.00	38.54	.00	3,917.55-	35.65	.00	.00	3,881.90-
	I & S	.098754	1,005.45-	.00	9.80	.00	995.65-	.00	.00	.00	995.65-
	TOTAL	.487314	4,961.54-	.00	48.34	.00	4,913.20-	35.65	.00	.00	4,877.55-
2021	M & O	.385147	345.34	.00	40.10	.00	385.44	23.55	.00	.00	408.99
	I & S	.102167	91.60	.00	10.64	.00	102.24	.00	.00	.00	102.24
	TOTAL	.487314	436.94	.00	50.74	.00	487.68	23.55	.00	.00	511.23
2020	M & O	.392153	261.04-	.00	.00	.00	261.04-	.00	.00	.00	261.04-
	I & S	.095161	63.35-	.00	.00	.00	63.35-	.00	.00	.00	63.35-
	TOTAL	.487314	324.39-	.00	.00	.00	324.39-	.00	.00	.00	324.39-
2019	M & O	.432160	56.57-	.00	.00	.00	56.57-	.00	.00	.00	56.57-
	I & S	.089279	11.69-	.00	.00	.00	11.69-	.00	.00	.00	11.69-
	TOTAL	.521439	68.26-	.00	.00	.00	68.26-	.00	.00	.00	68.26-
ALL	M & O		506,684.03	.00	2,282.94	.00	508,966.97	3,126.79	.00	.00	512,093.76
	I & S		136,736.87	.00	725.00	.00	137,461.87	.00	.00	.00	137,461.87
	ALL TOTAL		643,420.90	.00	3,007.94	.00	646,428.84	3,126.79	.00	.00	649,555.63
DLQ	M & O		31,268.99-	.00	2,282.94	.00	28,986.05-	3,126.79	.00	.00	25,859.26-
	I & S		9,727.32-	.00	725.00	.00	9,002.32-	.00	.00	.00	9,002.32-
	DLQ TOTAL		40,996.31-	.00	3,007.94	.00	37,988.37-	3,126.79	.00	.00	34,861.58-
CURR	M & O		537,953.02	.00	.00	.00	537,953.02	.00	.00	.00	537,953.02
	I & S		146,464.19	.00	.00	.00	146,464.19	.00	.00	.00	146,464.19
	CURR TOTAL		684,417.21	.00	.00	.00	684,417.21	.00	.00	.00	684,417.21

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4675719

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YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2019	RF241017	1012770000033	201912	0.00	0.00	0.00	0.00 HK62	68.26-	68.26-RF
2019	RF241017	1012770000033	201912	68.26-	0.00	0.00	0.00 HK62	68.26	0.00 RF
	TOTAL			68.26-	0.00	0.00	0.00	0.00	68.26-
2020	RF241017	1012770000033	202012	0.00	0.00	0.00	0.00 HK50	324.39-	324.39-RF
2020	RF241017	1012770000033	202012	324.39-	0.00	0.00	0.00 HK50	324.39	0.00 RF
	TOTAL			324.39-	0.00	0.00	0.00	0.00	324.39-
2021	RF241017	1012770000033	202112	0.00	0.00	0.00	0.00 HK38	369.59-	369.59-RF
2021	RF241017	1012770000033	202112	369.59-	0.00	0.00	0.00 HK38	369.59	0.00 RF
	TOTAL			369.59-	0.00	0.00	0.00	0.00	369.59-
2022	RF241017	1012770000033	202212	0.00	0.00	0.00	0.00 HK26	381.11-	381.11-RF
2022	RF241017	1012770000033	202212	381.11-	0.00	0.00	0.00 HK26	381.11	0.00 RF
2022	RF241017	1050100000005	202301	214.51-	0.00	0.00	0.00 HK26	214.51	0.00 RF
2022	RF241017	1050100000005	202301	0.00	0.00	0.00	0.00 HK26	214.51-	214.51-RF
2022	RF241028	168711	202212	279.64-	0.00	0.00	0.00 22S1	279.64	0.00 RF
2022	RF241028	168711	202212	0.00	0.00	0.00	0.00 22S1	279.64-	279.64-RF
2022	RF241028	184183	202301	266.58-	0.00	0.00	0.00 22S1	266.58	0.00 RF
2022	RF241028	184183	202301	0.00	0.00	0.00	0.00 22S1	266.58-	266.58-RF
2022	RF241028	202548	202301	0.00	0.00	0.00	0.00 22S1	665.01-	665.01-RF
2022	RF241028	202548	202301	665.01-	0.00	0.00	0.00 22S1	665.01	0.00 RF
2022	RF241028	292310	202301	0.00	0.00	0.00	0.00 22S1	298.97-	298.97-RF
2022	RF241028	292310	202301	298.97-	0.00	0.00	0.00 22S1	298.97	0.00 RF
2022	RF241028	299277	202210	29.82-	0.00	0.00	0.00 22S1	29.82	0.00 RF
2022	RF241028	299277	202210	0.00	0.00	0.00	0.00 22S1	29.82-	29.82-RF
2022	RF241028	351094	202301	0.00	0.00	0.00	0.00 22S1	569.86-	569.86-RF
2022	RF241028	351094	202301	569.86-	0.00	0.00	0.00 22S1	569.86	0.00 RF
2022	RF241028	394238	202212	565.84-	0.00	0.00	0.00 22S1	565.84	0.00 RF
2022	RF241028	394238	202212	0.00	0.00	0.00	0.00 22S1	565.84-	565.84-RF
2022	RF241028	516165	202301	631.13-	0.00	0.00	0.00 22S1	631.13-	631.13-RF
2022	RF241028	516165	202301	0.00	0.00	0.00	0.00 22S1	631.13	0.00 RF
2022	RF241028	516848	202301	974.63-	0.00	0.00	0.00 22S1	974.63	0.00 RF
2022	RF241028	516848	202301	0.00	0.00	0.00	0.00 22S1	974.63-	974.63-RF
2022	RF241028	522440	202301	608.70-	0.00	0.00	0.00 22S1	608.70	0.00 RF
2022	RF241028	522440	202301	0.00	0.00	0.00	0.00 22S1	608.70-	608.70-RF
2022	RF241028	733965	202302	0.00	0.00	0.00	0.00 22S1	290.70-	290.70-RF
2022	RF241028	733965	202302	271.68-	0.00	19.02-	0.00 22S1	290.70	0.00 RF
2022	RF241028	733994	202301	0.00	0.00	0.00	0.00 22S1	58.33-	58.33-RF

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YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF241028	733994	202301	58.33-	0.00	0.00	0.00 22S1	58.33	0.00 RF
2022 TOTAL				5,815.81-	0.00	19.02-	0.00	0.00	5,834.83-
2023	RF241017	10127700000033	202401	518.30-	0.00	0.00	0.00 HK14	518.30	0.00 RF
2023	RF241017	10127700000033	202401	0.00	0.00	0.00	0.00 HK14	518.30-	518.30-RF
2023	RF241017	10350300000013	202401	310.70-	0.00	0.00	0.00 HK14	310.70	0.00 RF
2023	RF241017	10350300000013	202401	0.00	0.00	0.00	0.00 HK14	310.70-	310.70-RF
2023	RF241017	1043980010041	202401	0.00	0.00	0.00	0.00 HK14	125.18-	125.18-RF
2023	RF241017	1043980010041	202401	125.18-	0.00	0.00	0.00 HK14	125.18	0.00 RF
2023	RF241028	168109	202401	0.00	0.00	0.00	0.00 23S1	407.12-	407.12-RF
2023	RF241028	168109	202401	407.12-	0.00	0.00	0.00 23S1	407.12	0.00 RF
2023	951102424T	168360	202409	1,561.47-	0.00	312.29-	374.75-CERT1TX057	0.00	2,248.51-TR
2023	RF241028	168711	202401	0.00	0.00	0.00	0.00 23S1	331.68-	331.68-RF
2023	RF241028	168711	202401	331.68-	0.00	0.00	0.00 23S1	331.68	0.00 RF
2023	RF241028	184183	202401	0.00	0.00	0.00	0.00 23S1	382.56-	382.56-RF
2023	RF241028	184183	202401	382.56-	0.00	0.00	0.00 23S1	382.56	0.00 RF
2023	RF241018	200283	202401	726.06-	0.00	0.00	0.00 23S1	726.06	0.00 RF
2023	RF241018	200283	202401	0.00	0.00	0.00	0.00 23S1	726.06-	726.06-RF
2023	RF241018	200284	202401	0.00	0.00	0.00	0.00 23S1	726.06-	726.06-RF
2023	RF241018	200284	202401	6,760.23-	0.00	0.00	0.00 23S1	6,760.23-	6,760.23-RF
2023	RF241018	200284	202401	0.00	0.00	0.00	0.00 23S1	6,760.23	0.00 RF
2023	RF241018	200287	202401	0.00	0.00	0.00	0.00 23S1	8,378.33-	8,378.33-RF
2023	RF241018	200287	202401	8,378.33-	0.00	0.00	0.00 23S1	8,378.33	0.00 RF
2023	RF241028	200797	202401	0.00	0.00	0.00	0.00 23S1	135.20-	135.20-RF
2023	RF241028	200797	202401	135.20-	0.00	0.00	0.00 23S1	135.20	0.00 RF
2023	RF241028	202109	202401	0.00	0.00	0.00	0.00 23S1	188.68-	188.68-RF
2023	RF241028	202109	202401	188.68-	0.00	0.00	0.00 23S1	188.68	0.00 RF
2023	RF241028	202548	202401	681.94-	0.00	0.00	0.00 23S1	681.94	0.00 RF
2023	RF241028	202548	202401	0.00	0.00	0.00	0.00 23S1	681.94-	681.94-RF
2023	RF241021	218729	202401	729.06-	0.00	0.00	0.00 23S120TX053	729.06	0.00 RF
2023	RF241021	218729	202401	0.00	0.00	0.00	0.00 23S1	729.06-	729.06-RF
2023	RF241028	219067	202401	0.00	0.00	0.00	0.00 23S1	310.88-	310.88-RF
2023	RF241028	219067	202401	310.88-	0.00	0.00	0.00 23S1	310.88	0.00 RF
2023	RF241021	233436	202310	3,925.19-	0.00	0.00	0.00 23S1	3,925.19	0.00 RF
2023	RF241021	233436	202310	0.00	0.00	0.00	0.00 23S1	3,925.19-	3,925.19-RF
2023	RF241003	288436	202311	2,050.39-	0.00	0.00	0.00 23S1	2,050.39	0.00 RF
2023	RF241003	288436	202311	0.00	0.00	0.00	0.00 23S1	2,050.39-	2,050.39-RF
2023	RF241018	289792	202312	0.00	0.00	0.00	0.00 23S1	2,114.22-	2,114.22-RF
2023	RF241018	289792	202312	2,114.22-	0.00	0.00	0.00 23S1	2,114.22	0.00 RF
2023	RF241018	290107	202401	0.00	0.00	0.00	0.00 23S1	120.92-	120.92-RF
2023	RF241018	290107	202401	120.92-	0.00	0.00	0.00 23S1	120.92	0.00 RF
2023	RF241028	292310	202401	0.00	0.00	0.00	0.00 23S1	446.50-	446.50-RF
2023	RF241028	292310	202401	446.50-	0.00	0.00	0.00 23S1	446.50	0.00 RF
2023	RF241028	299125	202401	714.81-	0.00	0.00	0.00 23S1	714.81	0.00 RF

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2023	RF241028	299125	202401	0.00	0.00	0.00	0.00 23S1	714.81-	714.81-RF
2023	RF241028	299277	202311	0.00	0.00	0.00	0.00 23S1	30.64-	30.64-RF
2023	RF241028	299277	202311	30.64-	0.00	0.00	0.00 23S1	30.64	0.00 RF
2023	RF241028	308674	202401	746.23-	0.00	0.00	0.00 23S1	746.23	0.00 RF
2023	RF241028	308674	202401	0.00	0.00	0.00	0.00 23S1	746.23-	746.23-RF
2023	RF241028	351094	202401	933.72-	0.00	0.00	0.00 23S1	933.72	0.00 RF
2023	RF241028	351094	202401	0.00	0.00	0.00	0.00 23S1	933.72-	933.72-RF
2023	RF241028	366128	202401	523.12-	0.00	0.00	0.00 23S1	523.12	0.00 RF
2023	RF241028	366128	202401	0.00	0.00	0.00	0.00 23S1	523.12-	523.12-RF
2023	RF241028	366411	202402	0.00	0.00	0.00	0.00 23S1	411.09-	411.09-RF
2023	RF241028	366411	202402	384.20-	0.00	26.89-	0.00 23S1	411.09	0.00 RF
2023	RF241015	368745	202401	0.00	0.00	0.00	0.00 23S1	945.98-	945.98-RF
2023	RF241015	368745	202401	945.98-	0.00	0.00	0.00 23S1	945.98	0.00 RF
2023	QR241008	370798	202401	4,068.42-	0.00	0.00	0.00 23S1	0.00	4,068.42-TR
2023	QR241008	370798	202401	3,379.90-	0.00	0.00	0.00 23S1	0.00	3,379.90-TR
2023	QR241008	370798	202401	688.52-	0.00	0.00	0.00 23S1	0.00	743.60-TR
2023	RF241021	371023	202312	3,004.37-	0.00	55.08-	0.00 23S1	0.00	0.00 RF
2023	RF241021	371023	202312	0.00	0.00	0.00	0.00 23S1	3,004.37	3,004.37-RF
2023	RF241028	371025	202311	1,499.63-	0.00	0.00	0.00 23S1	1,499.63	0.00 RF
2023	RF241028	371025	202311	0.00	0.00	0.00	0.00 23S1	1,499.63-	1,499.63-RF
2023	RF241021	384730	202401	6,008.74-	0.00	0.00	0.00 23S1	6,008.74	0.00 RF
2023	RF241021	384730	202401	0.00	0.00	0.00	0.00 23S1	6,008.74-	6,008.74-RF
2023	RF241028	394238	202401	548.48-	0.00	0.00	0.00 23S1	548.48	0.00 RF
2023	RF241028	394238	202401	0.00	0.00	0.00	0.00 23S1	548.48-	548.48-RF
2023	RF241028	405745	202401	2,693.32-	0.00	0.00	0.00 23S1	2,693.32	0.00 RF
2023	RF241028	405745	202401	0.00	0.00	0.00	0.00 23S1	2,693.32-	2,693.32-RF
2023	RF241028	413983	202401	0.00	0.00	0.00	0.00 23S1	425.72-	425.72-RF
2023	RF241028	413983	202401	425.72-	0.00	0.00	0.00 23S1	425.72	0.00 RF
2023	RF241028	511229	202405	42.73-	0.00	0.00	0.00 23S1	42.73	0.00 RF
2023	RF241028	511229	202405	0.00	0.00	0.00	0.00 23S1	42.73-	42.73-RF
2023	RF241028	511229	202407	420.27-	0.00	0.00	0.00 23S1	420.27	0.00 RF
2023	RF241028	511229	202407	0.00	0.00	0.00	0.00 23S1	420.27-	420.27-RF
2023	RF241028	516165	202401	0.00	0.00	0.00	0.00 23S1	1,599.75-	1,599.75-RF
2023	RF241028	516165	202401	1,599.75-	0.00	0.00	0.00 23S1	1,599.75	0.00 RF
2023	RF241028	516848	202401	0.00	0.00	0.00	0.00 23S1	1,052.11-	1,052.11-RF
2023	RF241028	516848	202401	1,052.11-	0.00	0.00	0.00 23S1	1,052.11	0.00 RF
2023	RF241028	522440	202401	625.46-	0.00	0.00	0.00 23S1	625.46	0.00 RF
2023	RF241028	522440	202401	0.00	0.00	0.00	0.00 23S1	625.46-	625.46-RF
2023	RF241028	524102	202401	125.18-	0.00	0.00	0.00 23S1	125.18	0.00 RF
2023	RF241028	524102	202401	0.00	0.00	0.00	0.00 23S1	125.18-	125.18-RF
2023	RF241028	612693	202401	1,051.70-	0.00	0.00	0.00 23S1	1,051.70	0.00 RF
2023	RF241028	612693	202401	0.00	0.00	0.00	0.00 23S1	1,051.70-	1,051.70-RF
2023	RF241028	733965	202404	0.00	0.00	0.00	0.00 23S1	777.18-	777.18-RF
2023	RF241028	733965	202404	700.16-	0.00	77.02-	0.00 23S1	777.18	0.00 RF
2023	RF241028	733994	202401	0.00	0.00	0.00	0.00 23S1	450.01-	450.01-RF

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YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2023	RF241028	733994	202401	450.01-	0.00	0.00	0.00 23S1	450.01	0.00 RF
2023	RF241028	734016	202401	0.00	0.00	0.00	0.00 23S1	102.20-	102.20-RF
2023	RF241028	734016	202401	102.20-	0.00	0.00	0.00 23S1	102.20	0.00 RF
2023	TOTAL			62,969.98-	0.00	471.28-	374.75-	0.00	63,816.01-
2024	RF241028	168711	202409	324.11-	0.00	0.00	0.00 24S0	324.11	0.00 RF
2024	RF241028	168711	202409	0.00	0.00	0.00	0.00 24S0	324.11-	324.11-RF
2024	864103024CHC	200802	202410	901.49-	0.00	0.00	0.00 CERT	0.00	901.49-TR
2024	864102424CHC	202752	202410	1,069.21-	0.00	0.00	0.00 CERT	0.00	1,069.21-TR
2024	864103024CHC	308595	202410	1,675.98-	0.00	0.00	0.00 CERT	0.00	1,675.98-TR
2024	RF241028	733994	202410	454.76-	0.00	0.00	0.00 24S0	454.76	0.00 RF
2024	RF241028	733994	202410	0.00	0.00	0.00	0.00 24S0	454.76-	454.76-RF
2024	TOTAL			4,425.55-	0.00	0.00	0.00	0.00	4,425.55-
YEAR 2019									
REFUNDS				68.26-	0.00	0.00	0.00	0.00	68.26-
RETURNED ITEMS				0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS				0.00	0.00	0.00	0.00	0.00	0.00
TOTAL				68.26-	0.00	0.00	0.00	0.00	68.26-
YEAR 2020									
REFUNDS				324.39-	0.00	0.00	0.00	0.00	324.39-
RETURNED ITEMS				0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS				0.00	0.00	0.00	0.00	0.00	0.00
TOTAL				324.39-	0.00	0.00	0.00	0.00	324.39-
YEAR 2021									
REFUNDS				369.59-	0.00	0.00	0.00	0.00	369.59-
RETURNED ITEMS				0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS				0.00	0.00	0.00	0.00	0.00	0.00
TOTAL				369.59-	0.00	0.00	0.00	0.00	369.59-
YEAR 2022									
REFUNDS				5,815.81-	0.00	19.02-	0.00	0.00	5,834.83-
RETURNED ITEMS				0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS				0.00	0.00	0.00	0.00	0.00	0.00
TOTAL				5,815.81-	0.00	19.02-	0.00	0.00	5,834.83-

11/04/2024 12:13:36
TC298-M SELECTION: DEPOSIT

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TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
REVERSALS DETAIL SCHEDULE
FROM: 10/01/2024 THRU 10/31/2024
JURISDICTION: 337 FRIENDWD CITY

PAGE: 100
INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFT YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
YEAR 2023								
REFUNDS			53,271.67-	0.00	103.91-	0.00	0.00	53,375.58-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			9,698.31-	0.00	367.37-	374.75-	0.00	10,440.43-
TOTAL			62,969.98-	0.00	471.28-	374.75-	0.00	63,816.01-
YEAR 2024								
REFUNDS			778.87-	0.00	0.00	0.00	0.00	778.87-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			3,646.68-	0.00	0.00	0.00	0.00	3,646.68-
TOTAL			4,425.55-	0.00	0.00	0.00	0.00	4,425.55-
ALL YEARS								
REFUNDS			60,628.59-	0.00	122.93-	0.00	0.00	60,751.52-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			13,344.99-	0.00	367.37-	374.75-	0.00	14,087.11-
TOTAL			73,973.58-	0.00	490.30-	374.75-	0.00	74,838.63-

SUMMARY OF PAYMENTS AND REVERSALS
FROM: 10/01/2024 THRU 10/31/2024
JURISDICTION: 211 DICKINSON ISD

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2003 TOTAL			297.53	0.00	776.55	214.82	0.00	1,288.90
2004 TOTAL			149.82	0.00	371.55	104.27	0.00	625.64
2005 TOTAL			170.34	0.00	402.20	114.51	0.00	687.05
2006 TOTAL			148.61	0.00	332.89	96.30	0.00	577.80
2007 TOTAL			123.27	0.00	261.33	76.92	0.00	461.52
2008 TOTAL			129.30	0.00	258.60	77.58	0.00	465.48
2009 TOTAL			129.64	0.00	243.72	74.67	0.00	448.03
2010 TOTAL			132.75	0.00	233.64	73.28	0.00	439.67
2011 TOTAL			132.75	0.00	217.71	70.09	0.00	420.55
2012 TOTAL			132.75	0.00	201.78	66.91	0.00	401.44
2013 TOTAL			132.75	0.00	185.85	63.72	0.00	382.32
2014 TOTAL			132.75	0.00	169.92	60.53	0.00	363.20
2015 TOTAL			152.98	0.00	177.66	66.13	0.00	396.77
2016 TOTAL			516.83	0.00	540.04	211.35	0.00	1,268.22
2017 TOTAL			824.60	0.00	760.82	317.09	0.00	1,902.51
2018 TOTAL			1,612.15	0.00	1,293.37	581.10	0.00	3,486.62
2019 TOTAL			2,119.68	0.00	1,429.64	681.74	0.00	4,231.06
2020 TOTAL			2,444.11	0.00	1,363.78	741.69	0.00	4,549.58
2021 TOTAL			7,433.69	0.00	3,256.83	1,917.47	0.00	12,607.99
2022 TOTAL			36,725.31	0.00	11,679.86	9,171.49	0.00	57,576.66
2023 TOTAL			223,156.99	0.00	38,377.00	33,718.57	0.00	295,252.56
2024 TOTAL			1,013,514.45	0.00	0.00	0.00	0.00	1,013,514.45
TOTAL PAYMENTS			1,290,313.05	0.00	62,534.74	48,500.23	0.00	1,401,348.02
2020 TOTAL			826.43-	0.00	79.32-	43.85-	0.00	949.60-
2021 TOTAL			1,229.92-	0.00	234.11-	53.90-	0.00	1,517.93-
2022 TOTAL			23,680.92-	0.00	949.03-	674.01-	0.00	25,303.96-
2023 TOTAL			208,086.28-	0.00	10,688.33-	1,432.05-	0.00	220,206.66-
2024 TOTAL			4,553.86-	0.00	0.00	0.00	0.00	4,553.86-
TOTAL REVERSALS			238,377.41-	0.00	11,950.79-	2,203.81-	0.00	252,532.01-
TOTAL FOR UNIT			1,051,935.64	0.00	50,583.95	46,296.42	0.00	1,148,816.01

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
SUMMARY OF PAYMENTS AND REVERSALS
FROM: 10/01/2024 THRU 10/31/2024
JURISDICTION: 337 FRIENDMD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2021 TOTAL		806.53	0.00	50.74	23.55	0.00	880.82
	2022 TOTAL		854.27	0.00	67.36	35.65	0.00	957.28
	2023 TOTAL		26,890.92	0.00	3,380.14	3,442.34	0.00	33,713.40
	2024 TOTAL		688,842.76	0.00	0.00	0.00	0.00	688,842.76
	TOTAL PAYMENTS		717,394.48	0.00	3,498.24	3,501.54	0.00	724,394.26
	2019 TOTAL		68.26-	0.00	0.00	0.00	0.00	68.26-
	2020 TOTAL		324.39-	0.00	0.00	0.00	0.00	324.39-
	2021 TOTAL		369.59-	0.00	0.00	0.00	0.00	369.59-
	2022 TOTAL		5,815.81-	0.00	19.02-	0.00	0.00	5,834.83-
	2023 TOTAL		62,969.98-	0.00	471.28-	374.75-	0.00	63,816.01-
	2024 TOTAL		4,425.55-	0.00	0.00	0.00	0.00	4,425.55-
	TOTAL REVERSALS		73,973.58-	0.00	490.30-	374.75-	0.00	74,838.63-
	TOTAL FOR UNIT		643,420.90	0.00	3,007.94	3,126.79	0.00	649,555.63

FISCAL START: 08/01/2024 END: 07/31/2025 JURISDICTION: 0337 FRIENDMD CITY

CERT TAXABLE VALUE		ADJUSTMENTS		ADJ TAX VALUE		TAX RATE		TAX LEVY		PAID ACCTS	
CURRENT YEAR	5,617,453,464	236,367,327		5,853,820,791	0	00.514172		27,934,155.84		1,855	

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2024	26,749,105.58	1,185,050.26	1,185,050.26	684,417.21	684,417.21	27,249,738.63	2.45	0.00
2023	305,039.31	118,597.51-	118,597.51-	17,628.47	17,628.47	168,813.33	9.46	0.00
2022	55,054.51	9,127.85-	9,127.85-	4,042.25-	4,042.25-	49,968.91	8.80-	0.00
2021	31,053.08	22.26	22.26	285.80	285.80	30,789.54	.92	0.00
2020	21,493.73	324.39-	324.39-	7.35-	7.35-	21,176.69	.03-	0.00
2019	16,049.82	68.26-	68.26-	1.06	1.06	15,980.50	.01	0.00
2018	12,965.90	.00	.00	60.53	60.53	12,905.37	.47	0.00
2017	11,756.98	.00	.00	6.26	6.26	11,750.72	.05	0.00
2016	10,199.74	.00	.00	0.00	0.00	10,199.74		0.00
2015	9,922.71	.00	.00	0.00	0.00	9,922.71		0.00
2014	11,057.05	.00	.00	22.89	22.89	11,034.16	.21	0.00
2013	6,629.71	.00	.00	0.00	0.00	6,629.71		0.00
2012	5,780.38	.00	.00	0.00	0.00	5,780.38		0.00
2011	5,873.46	.00	.00	0.00	0.00	5,873.46		0.00
2010	3,597.62	.00	.00	0.00	0.00	3,597.62		0.00
2009	5,155.54	.00	.00	0.00	0.00	5,155.54		0.00
2008	4,279.59	.00	.00	0.00	0.00	4,279.59		0.00
2007	1,319.37	.00	.00	0.00	0.00	1,319.37		0.00
2006	2,437.90	.00	.00	0.00	0.00	2,437.90		0.00
2005	1,170.61	.00	.00	0.00	0.00	1,170.61		0.00
2004	640.47	.00	.00	0.00	0.00	640.47		0.00
2003	1,034.56	.00	.00	0.00	0.00	1,034.56		0.00
****	27,271,617.62	1,056,954.51	1,056,954.51	698,372.62	698,372.62	27,630,199.51		0.00
CURR	26,749,105.58	1,185,050.26	1,185,050.26	684,417.21	684,417.21	27,249,738.63		0.00
DELQ	522,512.04	128,095.75-	128,095.75-	13,955.41	13,955.41	380,460.88		0.00

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TAX COLLECTION SYSTEM
SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
FOR TAX YEAR: 2024

PAGE: 190
INCLUDES AG ROLLBACK

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2024
LAND VALUE	7,686,327,908	7,686,327,908	88,842,063	1,587,648-	87,254,415	7,773,582,323
AG EXCLUSION	36,196,207	36,196,207	17,486,544	0	17,486,544	53,682,751
IMPROVEMENTS	1,020,792,976	1,020,792,976	246,753,877	8,888,531-	237,865,346	1,258,658,322
APPRAISED VALUE	7,686,327,908	7,686,327,908	335,595,940	10,476,179-	325,119,761	8,011,447,669
EXEMPTIONS	2,032,678,237	2,032,678,237	80,024,615	8,727,819	88,752,434	2,121,430,671
TAXABLE VALUE	5,617,453,464	5,617,453,464	255,571,325	19,203,998-	236,367,327	5,853,820,791
LEVY	26,749,105.58	26,749,105.58	1,276,540.88	91,490.62-	1,185,050.26	27,934,155.84
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	335	94	430	11,096
OVER 65	3,772	3,772	77	17	94	3,866
DISABLED	190	190	3	0	3	193
VETERAN	268	268	12	1-	11	279
TOTAL EXEMPT	86	86	0	0	0	86

ALL PROPERTY

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

PAGE: 191
INCLUDES AG ROLLBACK

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2024
LAND VALUE	7,378,007,830	7,378,007,830	0	552,172-	552,172-	7,377,455,658
AG EXCLUSION	32,425,077	32,425,077	0	0	0	32,425,077
IMPROVEMENTS	942,980,218	942,980,218	104,891	17,726,548-	17,621,657-	925,358,561
/ APPRAISED VALUE	7,378,007,830	7,378,007,830	104,891	18,278,720-	18,173,829-	7,359,834,001
EXEMPTIONS	2,071,397,163	2,071,397,163	0	6,017,327	6,017,327	2,077,414,490
TAXABLE VALUE	5,274,185,590	5,274,185,590	104,891	24,296,047-	24,191,156-	5,249,994,434
LEVY	305,039.31	305,039.31	577.74	119,175.25-	118,597.51-	186,441.80
UNCOLLECTIBLE	*.00	*.00	*.00	.00	.00	*.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	0	53	53	10,480
OVER 65	3,603	3,603	0	6	6	3,609
DISABLED	178	178	0	1	1	179
VETERAN	259	259	0	1	1	260
TOTAL EXEMPT	88	88	0	0	0	88

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2024
LAND VALUE	6,593,325,295	6,593,325,295	0	118,992-	118,992-	6,593,206,303
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	157,678	6,120-	151,558	873,926,655
APPRAISED VALUE	6,593,325,295	6,593,325,295	157,678	125,112-	32,566	6,593,357,861
EXEMPTIONS	1,782,152,718	1,782,152,718	0	2,039,244	2,039,244	1,784,191,962
TAXABLE VALUE	4,778,686,394	4,778,686,394	157,678	2,164,356-	2,006,678-	4,776,679,716
LEVY	55,054.51	55,054.51	845.23	9,973.08-	9,127.85-	45,926.66
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	28	28	10,623
OVER 65	3,475	3,475	0	1	1	3,476
DISABLED	180	180	0	0	0	180
VETERAN	253	253	0	0	0	253
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2024
LAND VALUE	5,827,810,207	5,827,810,207	0	118,992-	118,992-	5,827,691,215
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	0	50,210-	50,210-	775,107,255
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	169,202-	169,202-	5,827,641,005
EXEMPTIONS	1,579,451,702	1,579,451,702	0	43,151-	43,151-	1,579,408,551
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	126,051-	126,051-	4,214,541,141
LEVY	31,053.08	31,053.08	.00	22.26	22.26	31,075.34
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	1	1	10,299
OVER 65	3,255	3,255	0	0	0	3,255
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	0	0	240
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2024
LAND VALUE	5,043,274,252	5,043,274,252	0	118,992-	118,992-	5,043,155,260
AG EXCLUSION	27,337,308	27,337,308	0	0	0	27,337,308
IMPROVEMENTS	706,413,340	706,413,340	0	0	0	706,413,340
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	118,992-	118,992-	5,043,155,260
EXEMPTIONS	1,218,139,975	1,218,139,975	0	52,425-	52,425-	1,218,087,550
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	66,567-	66,567-	3,797,730,402
LEVY	21,493.73	21,493.73	.00	324.39-	324.39-	21,169.34
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						.00
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	1	1	10,221
OVER 65	3,163	3,163	0	0	0	3,163
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	0	0	221
TOTAL EXEMPT	80	80	0	0	0	80

ALL PROPERTY

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

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2024
LAND VALUE	4,537,437,822	4,537,437,822	0	118,992-	118,992-	4,537,318,830
AG EXCLUSION	24,683,691	24,683,691	0	0	0	24,683,691
IMPROVEMENTS	645,931,872	645,931,872	0	0	0	645,931,872
APPRAISED VALUE	4,537,437,822	4,537,437,822	0	118,992-	118,992-	4,537,318,830
EXEMPTIONS	1,018,439,121	1,018,439,121	0	105,902-	105,902-	1,018,333,219
TAXABLE VALUE	3,494,315,010	3,494,315,010	0	13,090-	13,090-	3,494,301,920
LEVY	16,049.82	16,049.82	.00	68.26-	68.26-	15,981.56
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,000	10,000	0	1	1	10,001
OVER 65	2,975	2,975	0	0	0	2,975
DISABLED	181	181	0	0	0	181
VETERAN	205	205	0	0	0	205
TOTAL EXEMPT	74	74	0	0	0	74

Summary of Jurisdiction Remittances Processed Property Tax File

For Remitted Deposit Dates 10/01/2024 thru 10/31/2024 as of 11/05/2024

Batch Seq

4676997

Report run on: November 5, 2024 1:08 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 88617	Print Date:11/05/2024						
	Current	51,833.75	14,112.28	0.00	0.00	0.00	65,946.03
	Delq	(44,038.25)	(13,941.58)	0.00	0.00	0.00	(57,979.83)
Last Deposit Date	10/18/2024	\$7,795.50	\$170.70	\$0.00	\$0.00	\$0.00	\$7,966.20
ACH 88664	Print Date:11/05/2024						
	Current	137,194.49	37,352.89	0.00	0.00	0.00	174,547.38
	Delq	(4,276.63)	(1,441.17)	0.00	0.00	0.00	(5,717.80)
Last Deposit Date	10/25/2024	\$132,917.86	\$35,911.72	\$0.00	\$0.00	\$0.00	\$168,829.58
ACH 88712	Print Date:11/05/2024						
	Current	348,924.78	94,999.02	0.00	0.00	0.00	443,923.80
	Delq	(15,316.58)	(4,627.50)	0.00	0.00	0.00	(19,944.08)
Last Deposit Date	10/31/2024	\$333,608.20	\$90,371.52	\$0.00	\$0.00	\$0.00	\$423,979.72
Total:		\$474,321.56	\$126,453.94	\$0.00	\$0.00	\$0.00	\$600,775.50

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: December 2, 2024

Date submitted: 11/01/2024

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

Subject: Consider approving the minutes of the City Council Joint Meeting held on November 4, 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 November 4, 2024.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. November 4, 2024 - Draft CC - TIRZ 1 Joint Meeting Minutes

**MINUTES OF THE JOINT MEETING OF THE CITY COUNCIL AND THE BOARD OF
DIRECTORS OF REINVESTMENT ZONE NUMBER ONE
NOVEMBER 4, 2024**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD AND THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE MET IN A JOINT MEETING ON MONDAY, NOVEMBER 4, 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
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	Vice Chair
Brent Erenwert	Secretary
Morad Kabiri	City Manager
Karen Horner	City Attorney
Leticia Brysch	Assistant Secretary

1. CALL TO ORDER

Mayor Foreman called the joint meeting to order with a quorum present at 5:30 P.M.

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 FOR A DAY

A. Consider a proclamation declaring November 4, 2024, as Cline Elementary School Day in the City of Friendswood.

Mayor Foreman introduced the students and teachers from Cline Elementary. He noted the Council for a Day Program allows second graders from the four elementary schools in Friendswood to “take over” the council dais and sit-in for the Council and staff members. The participants included the following:

Position	Student Name	Teacher Name
Councilmember 1 (Ellisor)	Skylar Morrison	Ms. Ramsey
Councilmember 2 (Branson)	Ruby Follmar	Ms. Ramsey
Councilmember 3 (Hanks)	Mackenzie Craig	Ms. Folkes
Mayor (Foreman)	Carter Schneider	Ms. Folkes
Councilmember 4 (Griffon)	Ava Crain	Ms. Carter
Councilmember 5 (Matranga)	Henry Mitchell	Ms. Carter
Councilmember 6 (Erenwert)	Tyler Cooke	Ms. Salazar
City Attorney (Horner)	Aubrey Smyrl	Ms. Gunner
City Manager (Kabiri)	Abraham Sameei	Ms. Gunner
City Secretary (Brysch)	Camryn Harris	Ms. Salazar

A motion was made by Councilmember Skylar Morrison (John Ellisor) and seconded by Councilmember Ruby Follmar (Sally Branson) proclaiming November 4, 2024, as Cline Elementary School Day in the City of Friendswood. The vote was the following:

Ayes: Mayor Carter Schneider (Mike Foreman), Councilmember Mackenzie Craig (Trish Hanks), Councilmember Skylar Morrison (John Ellisor), Councilmember Ruby Follmar (Sally Branson), Councilmember Ava Grain (Robert J. Griffon), Councilmember Henry Mitchell (Joe Matranga), and Councilmember Tyler Cooke (Brent Erenwert)

Nays: None

The item passed unanimously.

At 5:45 P.M., Mayor Foreman recessed the meeting for the Council for a Day reception.

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

5. COUNCIL COMMENTS AND REPORTS

Mayor Foreman opened the item inviting the Councilmembers to provide their comments and reports. Councilmember Branson encouraged everyone to go out and vote. Mayor Foreman wished to make note of the City's upcoming events, such as Fall Haul and the Flapjack Run.

6. PUBLIC COMMENT

Mayor Foreman announced the following citizens had signed up to provide a public comment.

Ms. Gaye Hart, with Journey with God, wished to speak before Council to encourage them to pray anytime they hear sirens as that means someone is in need. She also shared a prayer and recited the bible.

Mr. Angel Cortez, also with the Journey with God organization, wished to speak before Council to recite religious text and encourage people to read God's word.

Assistant to the Police Chief Lisa Price spoke before Council as the Chairperson of the Blue Santa Program. She noted the application period for families in need started on November 1st and will close December 1st. The toy drive would run through December 18th. She additionally requested Council's support by helping them promote the Blue Santa Program to help families in need.

Mr. Scott Brost wished to speak before Council regarding his candidacy for the Galveston Central Appraisal District (G-CAD).

Mr. Don Johnson wished to speak before Council to clarify matters concerning nominations for the Galveston Central Appraisal District (G-CAD) which was mentioned at the previous Council Meeting.

Mr. Greg Otto, with the Wounded American Veterans Experience Scuba (WAVES) nonprofit, wished to speak before Council regarding matters concerning their Friendswood Lake cleanup effort.

7. CITY COUNCIL – REQUEST TO VACATE 10-FOOT WATERLINE EASEMENT IN JOYFUL PARK SUBDIVISION

- A. Conduct a public hearing regarding a request to vacate a 10-foot water line easement within the Joyful Park Subdivision, generally located at 2907 W Parkwood Avenue, said easement being an approximate 14,637.67 square-foot tract of land within Joyful Park, a subdivision in the Beaty, Seale, and Forwood Survey No. 5, Abstract 625 in Friendswood, Galveston County, Texas.**

At 6:15 P.M, Mayor Foreman opened the public hearing and requested that Staff give the Council an overview of the item.

Community Development Director Aubrey Harbin summarized the subject matter of the hearing for Council. She noted that the plat in question was reordered earlier in 2022 as part of the Joyful Park Subdivision. Initially, developers planned to loop the water line around the property, necessitating a 10-foot water line easement. During development, they decided instead to bore under FM 528, removing the need for the easement. Ms. Harbin explained that, as a public easement, this process is required in order to vacate it. She noted that the easement interferes with landscaping and drainage on the site and would

not serve any other property but this one. She confirmed that all required notices were sent and published. The Planning and Zoning Commission held their public hearing on October 10th. They voted 5-0 in favor of approving the request.

At 6:17 P.M., with no one signed up to speak, Mayor Foreman closed this public hearing.

B. Consider an ordinance vacating a 10-foot water line easement within the Joyful Park Subdivision, generally located at 2907 W Parkwood Avenue, said easement being an approximate 14,637.67 square-foot tract of land within Joyful Park, a subdivision in the Beaty, Seale, and Forwood Survey No. 5, Abstract 625 in Friendswood, Galveston County, Texas.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks approving Ordinance No. 2024-35 related to Item 8.B., 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 Matraga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

ORDINANCE NO. 2024-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE VACATION OF A 10-FOOT WATER LINE EASEMENT WITHIN THE JOYFUL PARK SUBDIVISION, GENERALLY LOCATED AT 2907 W PARKWOOD AVENUE, SAID EASEMENT BEING AN APPROXIMATE 14,637.67 SQUARE -FOOT TRACT OF LAND WITHIN JOYFUL PARK, A SUBDIVISION IN THE BEATY, SEALE, AND FORWOOD SURVEY NO. 5, ABSTRACT 625 IN FRIENDSWOOD, GALVESTON COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Mayor Foreman announced that as the Board of Directors of Reinvestment Zone Number One, City of Friendswood, they would consider items 8.A through 8.D.

8. TIRZ #1 BOARD – BUSINESS ITEMS

A. Consider the election of a Vice Chair, Secretary, and Assistant Secretary of the Board of Directors.

City Manager Morad Kabiri presented the item and explained that when the Reinvestment Zone (TIRZ) Number One was created, it outlined that the City Council would serve as its board of directors. Thus, the item before them was a ministerial duty to select a Vice Chair and Secretary. The role of Chair will be filled by the Mayor, Mayor Pro Tem as the Vice chair, and the most recent former Mayor Pro Tem as Secretary, and Assistant Secretary as the current City Secretary.

A motion was made by Director Hanks and seconded by Director Branson that the sitting Mayor Pro Tem on the City Council serve as the Vice Chair, the former Mayor Pro Tem serve as Secretary, and the current City Secretary serve as Assistant Secretary for the Board of Directors of Reinvestment Zone Number One, City of Friendswood. The vote was the following:

Ayes: Chair Mike Foreman, Vice Chair Joe Matranga, Secretary John Ellisor, Director Sally Branson, Director Trish Hanks, Director Robert J. Griffon, and Director Brent Erenwert

Nays: None

The item passed unanimously.

B. Consider approving Rules of Procedure of the Board of Directors of Reinvestment Zone Number One, City of Friendswood.

A motion was made by Director Hanks and seconded by Director Branson to approve the Rules of Procedure for Reinvestment Zone Number One, City of Friendswood, as submitted. The vote was the following:

Ayes: Chair Mike Foreman, Vice Chair Joe Matranga, Secretary Brent Erenwert, Director John Ellisor, Director Sally Branson, Director Trish Hanks, and Director Robert J. Griffon

Nays: None

The item passed unanimously.

C. Consider adopting the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number One, City of Friendswood and submitting such plans to the City Council.

City Manager Morad Kabiri introduced the item recalling that the Reinvestment Zone (TIRZ) Number One was created at the end of 2023, which covers over 100 acres on the Whitcomb Property. He noted that the TIRZ Board is required to adopt and submit a Project Plan and Reinvestment Zone Finance Plan to Council. This plan outlines improvements within the TIRZ that will support private investments on the property.

Mr. Kabiri further relayed that there are two types of project costs: (1) those funded by the Public Improvement District (PID) and (2) those paid for by the TIRZ and/or the City's contribution of \$5 million for drainage improvements. Mr. Kabiri noted that the PID funds come from a special assessment on the private property owners within the boundaries of the PID. The TIRZ sets aside 70% of the property tax increment, post-development, to pay down the PID debt and fund other public improvements not covered by the PID. Mr. Kabiri further noted that the PID recently issued bonds for public improvements and the initial projects. He again emphasizes that the TIRZ Board is required to submit the Financing Plan to the Council and once approved by the Council, the plan becomes effective.

A motion was made by Director Hanks and seconded by Director Branson to approve the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone One, City of Friendswood, and to submit such plans to the City Council. However, there was discussion prior to the vote.

Vice Chair Matranga inquired over the estimated project cost increasing from \$53 million in January to \$90.5 million in the submitted information. Mr. Kabiri explained that the preliminary costs were updated due to finalized engineering and market changes as well as financing costs. He clarified that these costs are below the \$100 million TIRZ cap and are solely paid by PID fees and 70% of the tax increment from properties in the TIRZ.

Vice Chair Matranga additionally asked about the 380-grant noted in the plan. Mr. Kabiri explained that the 380-grant will cover interest costs on an \$8 million fire station, that will be mainly funded by the TIRZ. He noted that the fire station would benefit more than just the TIRZ, and the developer will front the associated costs with an expected reimbursement over 30 years. Vice Chair Matranga sought confirmation that only TIRZ property owners would support the 380-grant. Mr. Kabiri confirmed no taxpayer monies outside of the Whitcomb property would be paying these costs.

Director Griffon then asked about the acreage of the TIRZ and PID, noting that the PID covers 106 acres while in contract the TIRZ now includes 124 acres, and questioned if TIRZ monies could be used for improvements on CCISD property that the City will not own, but instead will only have access to it through the use of a license agreement that can be terminated with cause. Mr. Kabiri explained that when the PID was initially created it was 106 acres, and when the TIRZ was created in December 2023, it was for 124 acres. There were two different acres provided because the PID consist only of the private property owners within the Whitcomb property. He further noted that PID monies can be used for offsite improvements, if they benefit the PID. Mr. Kabiri noted that the added acreage involves 10-acres on the backside of Brookside Intermediate. In order to make this project function, the City needed these 10-acres from Clear Creek Independent School District (CCISD) for the purpose of extending Blackhawk Boulevard, behind Brookside, to Bay Area Boulevard. Mr. Kabiri further stated that CCISD cannot give their property away for free, so the agreement between the two entities is that in return for CCISD giving the City those 10-acres for detention purposes, the City will convert their old CCISD detention pond to ball fields and also build an accesses road from the backside of Brookside to the backside of Bay Area Boulevard. Mr. Kabiri clarified that CCISD will transfer a full property title to the City; however, as the City will not be the entity actually building these improvements, the associated license agreement is between the City and the developer, Madison Development, in order for them to have access to the property in question and be able to complete the necessary improvements. Additionally, there is an electrical easement that CCISD is allowing the developer to utilize in order for them to improve their electrical system that will support the project.

The vote for the motion on the table was as follows:

Ayes: Chair Mike Foreman, Vice Chair Joe Matranga, Secretary Brent Erenwert, Director John Ellisor, Director Sally Branson, Director Trish Hanks, and Director Robert J. Griffon

Nays: None

The item passed unanimously.

D. Consider approving the TIRZ Development Agreement by and between Madison Development Corp., LLC, the City of Friendswood, and the Reinvestment Zone Number One, City of Friendswood

City Manager Morad Kabiri opened the item with a brief statement about the development agreement as a companion to the existing agreement for the Friendswood City Center Public Improvement District

(PID). He explained that there are certain public improvement projects that are within the Reinvestment Zone (TIRZ) Number One, but outside the PID boundaries. As previously noted, there are public improvement projects outside of the PID boundaries benefiting Clear Creek Independent School District (CCISD), which are part of the exchange for the 10-acres being conveyed to the City.

The agreement establishes the developer's obligations to construct identified public improvements and the conditions for TIRZ reimbursement. Specifically, the developer will provide secondary access to Brookside Intermediate from the extension of Blackhawk Boulevard, and they will also fill the existing CCISD pond to create ball fields and provide detention for Whitcomb and CCISD on the newly acquired 10-acres. Mr. Kabiri noted that the recent bond sales have adjusted some numbers in the agreement, but they remain within the same magnitude. Director Griffon applauded City Attorney Karen Horner on the development agreement and for the safeguards put in place for this development.

A motion was made by Director Branson and seconded by Director Griffon to approve a development agreement by and between Madison Development Corp., LLC, the City of Friendswood, and Reinvestment Zone Number, as submitted. The vote was the following:

Ayes: Chair Mike Foreman, Vice Chair Joe Matranga, Secretary Brent Erenwert, Councilmember John Ellisor, Director Sally Branson, Director Trish Hanks, and Director Robert J. Griffon

Nays: None

The item passed unanimously.

Mayor Foreman announced that having received the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone One, City of Friendswood, the City Council will consider the remaining items noted on this agenda.

9. CITY COUNCIL - FRIENDSWOOD CITY CENTER PID/TIRZ #1

A. Consider an ordinance approving the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number One, City of Friendswood.

Mayor Foreman noted that the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number One, City of Friendswood was just approved by them as the TIRZ Board and now they were considering the same as the City Council.

A motion was made by Councilmember Hanks and seconded by Councilmember Erenwert to approve Ordinance No. 2024-36, related to Item 9.A., as received by the Board of Directors of the Reinvestment Zone Number One, City of Friendswood. 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. 2024-36

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR REINVESTMENT ZONE NUMBER ONE, CITY OF FRIENDSWOOD; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

B. Consider authorizing the Property Conveyance and License Agreement with the Clear Creek Independent School District concerning the conveyance of an electrical easement and property for detention facilities and a license for additional play field space and certain road improvements near Brookside Intermediate School.

City Manager Morad Kabiri noted that this was the action item associated with the conveyance of the 10-acres from CCISD to the City that was discussed previous agenda items.

A motion was made by Councilmember Erenwert and seconded by Mayor Pro Tem Matranga to authorize the Property Conveyance and License Agreement with the Clear Creek Independent School District, as received by the Board of Directors of the Reinvestment Zone Number One, City of Friendswood. 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 6-1.

C. Consider authorizing the TIRZ Development Agreement with Madison Development Corp., LLC, and Reinvestment Zone Number One, City of Friendswood.

Mayor Foreman stated that they had approved this development agreement as the TIRZ Board and now they were considering the same as the City Council.

A motion was made by Mayor Pro Tem Matranga and seconded by Councilmember Branson to authorize the TIRZ Development Agreement with Madison Development Corp., LLC, and Reinvestment Zone Number One, City of Friendswood, 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.

D. Consider authorizing the License Agreement Assignment Agreement with Madison Development Corp., LLC, to make certain improvements to property owned by Clear Creek Independent School District.

City Manager Morad Kabiri presented the item and stated that as the City has fee ownership of this property, and upon the execution of this agreement, the City will be extending the license to the developer, in order for them to complete the agreed upon public improvements in the portion of CCISD property that the City is not acquiring. Mr. Kabiri clarified his statement by noting that this conveyance was needed in order for the developer go on CCISD property to fill in the existing detention pond and build ball fields over it. These ball fields will be retained and used the CCISD.

A motion was made by Councilmember Trish Hanks and seconded by Mayor Pro Tem Joe Matranga to authorize the License Agreement Assignment Agreement with Madison Development Corp., LLC, to make certain improvements to property owned by Clear Creek Independent School District, as submitted. 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 6-1.

E. Conduct a public hearing on the proposed assessments to be levied against certain property within the boundaries of the Friendswood City Center Public Improvement District.

At 6:37 P.M, Mayor Foreman opened the public hearing and requested that Staff give the Council an overview of the item.

City Manager Morad Kabiri summarized the subject matter of the public hearing for Council. He explained that the hearing was specifically about levying assessments for the Public Improvement District (PID). These assessments are special charges that only private property owners within the PID will pay. The hearing allows these property owners to share their opinions on the assessments. Mr. Kabiri confirms that the required public hearing notice was sent to the newspaper and mailed to property owners within the PID.

At 6:38 P.M., with no one signed up to speak, Mayor Foreman closed this public hearing.

F. Consider authorizing the Friendswood City Center Public Improvement District Reimbursement Agreement with Madison Development Corp., LLC.

City Manager Morad Kabiri relayed this proposed reimbursement agreement facilitates the developer moving forward with the construction and dedication to the City certain public improvements that are not being bonded for connection with the initial phase of the bonds.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks to authorize the Friendswood City Center Public Improvement District Reimbursement Agreement with Madison Development Corp., LLC, 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.

G. Consider an ordinance approving the Service and Assessment Plan and the Assessment Roll for the Initial Major Improvements of the Friendswood City Center Public Improvement District (the “PID”); levying the Initial Major Improvement Assessments and establishing a lien against certain property within the PID; and containing other provisions related thereto.

City Manager Morad Kabiri opened the item by noting that the preliminary service and assessment plan was approved last month. This month, he noted that there are two separate plans: one for the initial bond issuance and the other for additional bond improvements. He explained that the service and assessment plan supports the bonds being issued for these public improvements. Item 9.G., if approved, will levy assessments to fund debt service for these bonds. The special benefit findings have been met for all improvements.

Councilmember Griffon questioned the terminology presented, referring to the bonds as revenue bonds for Public Improvement District (PID) debt and tax increment revenue bonds, which differ from the PID bonds. Mr. Kabiri clarified that issuing the TIRZ revenue bonds depends on property valuations. If sufficient, they can pay off obligations like the fire station cost sooner. If not, the City will carry the \$1.25 million obligation for the life of the TIRZ. Mr. Kabiri further confirmed that all debt service, whether from PID assessments or 70% of the tax increment, will fund these revenue bonds. Thus, these are PID bonds.

A motion was made by Councilmember Robert J. Griffon and seconded by Mayor Pro Tem Joe Matranga to approve Ordinance No. 2024-37, related to Item 9.G., 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. 2024-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT (THE "DISTRICT"); MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

- H. Consider an ordinance approving the Service and Assessment Plan and the Assessment Roll for the Additional Major Improvements of the Friendswood City Center Public Improvement District (the "PID"); levying the Additional Major Improvement Assessments and establishing a lien against certain property within the PID; and containing other provisions related thereto.**

City Manager Morad Kabiri relayed that the item is for a second series of bonds for the Public Improvement District (PID), expected to be issued in about two years. He stated certain improvements (including the Blackhawk extension, the fire station, and additional items) that are not covered in the initial phase. Councilmember Griffon asked if the additional fire station improvements will be funded by issuing PID bonds. Mr. Kabiri clarifies that only \$1 million of the \$8 million for the fire station will be funded by PID bonds, covering 12%. The remaining 87% will be paid for by 70% of the TIRZ increment created.

A motion was made by Councilmember Griffon and seconded by Councilmember Branson to approve Ordinance No. 2024-38, related to Item 9.H., 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. 2024-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT (THE "DISTRICT"); MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE

PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

- I. Consider an ordinance authorizing the issuance and sale of the City of Friendswood, Texas, Special Assessment Revenue Bonds, Series 2024 (Friendswood City Center Public Improvement District Initial Major Improvements Project) for the purpose of paying a portion of the costs of authorized improvements within such district, and paying the costs of issuance of the bonds, and authorizing execution of all related documents.**

City Manager Morad Kabiri introduced the proposed ordinance that improved the terms and conditions for the bonds. Financial Advisor John Robuck from BOK Financial Securities provided a presentation for the item. His presentation covered their successful bond sales with seven orders, double the bonds offered, maintaining a 7% yield and reducing issuance costs by \$500,000. This saved nearly \$1 million in interest. Mr. Robuck outlined the following bond details noting that bonds are set to close November 27th.

Final Sources and Uses of Funds

SOURCES OF FUNDS		Special Assessment Revenue Bonds, Series 2024
Principal Amount of the Bonds		\$ 36,907,000.00
Total Sources of Funds:		\$ 36,907,000.00
USES OF FUNDS		
Project Fund ^(a)		\$ 25,598,351.67
Capitalized Interest Fund ^(b)		4,650,282.00
Debt Service Reserve Fund ^(c)		3,051,490.00
Prepayment and Delinquency Fund ^(d)		922,675.00
Administrative Fund		45,000.00
Costs of Issuance		
Underwriter's Discount		1,107,210.00
Bond Counsel Fees & Expenses (<i>Bracewell LLP</i>)		703,605.00
Attorney General Fee (<i>State Of Texas</i>)		9,500.00
Financial Advisor Fee & Expenses (<i>BOK Financial Securities, Inc.</i>)		738,140.00
City PID Administrator (<i>P3 Works</i>)		13,000.00
Appraisal Report (<i>Integra Realty Resources</i>)		40,000.00
Trustee/Paying Agent (<i>Wilmington Trust</i>)		7,000.00
Trustee Counsel (<i>Naman, Howell, Smith & Lee, PLLC</i>)		8,000.00
Official Statement Posting & Printing (<i>ImageMaster, LLC</i>)		4,000.00
Contingency/Miscellaneous		8,746.33
Total Uses of Funds:		\$ 36,907,000.00

(a) Bonds sized to fund total authorized improvements.

(b) Capitalized Interest through September 1, 2026 on the IA#1-A Bonds only.

(c) Debt Service Reserve Fund sized to 100% of Maximum Annual Debt Service.

(d) Prepayment and Delinquency Fund sized at 2.5% of total par amount.

Delivery Date: 11/27/2024

Final Debt Service Requirements

			Interest	Total Debt Service	Less: Capitalized Interest	PID Administrative Fee ^(b)	Net Debt Service Requirements
Maturity	Principal	Rate	Interest				
9/1/2025			\$ 2,066,792	\$ 2,066,792	\$ (2,066,792)	\$ -	\$ -
9/1/2026			2,583,490	2,583,490	(2,583,490)	45,900	45,900
9/1/2027	\$ 468,000	7.00%	2,583,490	3,051,490	-	46,818	3,098,308
9/1/2028	499,000	7.00%	2,550,730	3,049,730	-	47,754	3,097,484
9/1/2029	533,000	7.00%	2,515,800	3,048,800	-	48,709	3,097,509
9/1/2030	570,000	7.00%	2,478,490	3,048,490	-	49,684	3,098,174
9/1/2031	609,000	7.00%	2,438,590	3,047,590	-	50,677	3,098,267
9/1/2032	650,000	7.00%	2,395,960	3,045,960	-	51,691	3,097,651
9/1/2033	695,000	7.00%	2,350,460	3,045,460	-	52,725	3,098,185
9/1/2034	742,000	7.00%	2,301,810	3,043,810	-	53,779	3,097,589
9/1/2035	793,000 ^(a)	7.00%	2,249,870	3,042,870	-	54,855	3,097,725
9/1/2036	847,000 ^(a)	7.00%	2,194,360	3,041,360	-	55,952	3,097,312
9/1/2037	906,000 ^(a)	7.00%	2,135,070	3,041,070	-	57,071	3,098,141
9/1/2038	968,000 ^(a)	7.00%	2,071,650	3,039,650	-	58,212	3,097,862
9/1/2039	1,034,000 ^(a)	7.00%	2,003,890	3,037,890	-	59,377	3,097,267
9/1/2040	1,106,000 ^(a)	7.00%	1,931,510	3,037,510	-	60,564	3,098,074
9/1/2041	1,182,000 ^(a)	7.00%	1,854,090	3,036,090	-	61,775	3,097,865
9/1/2042	1,263,000 ^(a)	7.00%	1,771,350	3,034,350	-	63,011	3,097,361
9/1/2043	1,351,000 ^(a)	7.00%	1,682,940	3,033,940	-	64,271	3,098,211
9/1/2044	1,444,000 ^(a)	7.00%	1,588,370	3,032,370	-	65,557	3,097,927
9/1/2045	1,544,000 ^(a)	7.00%	1,487,290	3,031,290	-	66,868	3,098,158
9/1/2046	1,650,000 ^(a)	7.00%	1,379,210	3,029,210	-	68,205	3,097,415
9/1/2047	1,764,000 ^(a)	7.00%	1,263,710	3,027,710	-	69,569	3,097,279
9/1/2048	1,886,000 ^(a)	7.00%	1,140,230	3,026,230	-	70,960	3,097,190
9/1/2049	2,017,000 ^(a)	7.00%	1,008,210	3,025,210	-	72,380	3,097,590
(a) Bonds callable on September 15, 2034 at par.	9/1/2050	2,157,000 ^(a)	867,020	3,024,020	-	73,827	3,097,847
	9/1/2051	2,306,000 ^(a)	716,030	3,022,030	-	75,304	3,097,334
(b) Initially funded with bond proceeds and assumes a 2.0% annual escalation rate.	9/1/2052	2,466,000 ^(a)	554,610	3,020,610	-	76,810	3,097,420
	9/1/2053	2,637,000 ^(a)	381,990	3,018,990	-	78,346	3,097,336
	9/1/2054	2,820,000 ^(a)	197,400	3,017,400	-	79,913	3,097,313
	Totals:	\$ 36,907,000	\$ 52,744,412	\$ 89,651,412	\$ (4,650,282)	\$ 1,780,564	\$ 86,781,694

Councilmember Griffon asks about capitalized interest for 2025-2026. Mr. Kabiri confirmed that the revenues from the TIRZ and PID will cover 2026 interest, with developers incentivized to expedite work in order to reduce PID assessments. Also, the bonds are tax-exempt but not rated. Mayor Pro Tem Matranga inquired about the bond amount difference. Mr. Robuck attributed that to reduced lowered issuance costs. Mayor Pro Tem Matranga also asked about the Debt Service Reserve Fund, which Mr. Robuck relayed is held by the trustee and earning interest from payments each year.

A motion was made by Councilmember Hanks and seconded by Councilmember Griffon to approve Ordinance No. 2024-39, related to Item 9.I., 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. 2024-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF FRIENDSWOOD, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (FRIENDSWOOD CITY CENTER PUBLIC IMPROVEMENT DISTRICT

INITIAL MAJOR IMPROVEMENT PROJECT); APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

10. CITY COUNCIL – CITY MANAGER’S REPORT

A. Present an update regarding the City receiving our 36th GFOA Award for Excellence in Financial Reporting for our fiscal year 2023 Annual Comprehensive Financial Report.

City Manager Morad Kabiri recognized and commended the City of Friendswood Finance Department for receiving the GFOA Award for Excellence in Financial Reporting for the 36th consecutive year.

B. Recognize the City’s Finance Department for receiving the Government Treasurer’s Organization of Texas Investment Policy Certification of Distinction for the fifth time in a row.

City Manager Morad Kabiri recognized and commended the City of Friendswood Finance Department and Investment Committee for receiving the Government Treasurers’ Organization of Texas Certification of Distinction for the 5th consecutive year.

C. Receive an update regarding the City of Friendswood earning a 2024 Top Workplace Winner from the Houston Chronicle.

City Manager Morad Kabiri announced that the City of Friendswood was named a 2024 Houston Chronicle Top Workplace among 188 companies from over 5,800 participants.

D. Receive an update regarding the City's upcoming holiday events.

City Manager Morad Kabiri announced the following City of Friendswood Holiday Events:

- *November 7:* Veterans Day lunch at the Senior Program.
- *November 20:* Senior Center Thanksgiving Potluck.
- *November 23:* Blue Santa Softball Tournament.
- *November 28:* Holiday Lighted Trail begins in Stevenson Park.
- *December 7:* Flapjack Fun Run.
- *December 10:* Breakfast with Santa at the Senior Center.
- *December 14:* Santa in the Park.

Mr. Kabiri additionally announced the following Friendswood Library Events:

- *December 2–13:* Christmas Card Drive for Hope Village.
- *November 9:* Astronomy Night.
- *December 9:* Santa at the Library.
- *December 13–14:* Stuffed Animal Sleepover Drop-Off.
- *December 19:* Wonderland Quartet performance.
- *December 20:* Carols with Courtney.
- *January 3–5:* Zaki Con.

E. Present an update regarding the City's Fall Haul event.

City Manager Morad Kabiri relayed the City's Fall Haul event is scheduled for November 9th at Centennial Park, which would include shredding services from 8 A.M. to 12 P.M. as well as E-Waste collection.

F. Receive an update concerning Cit of Friendswood's Resolutions approved by the Membership of Texas Municipal League.

City Manager Morad Kabiri gave updates on the following items discussed at the Texas Municipal League (TML) Policy Summit supported by the City of Friendswood:

- Generators for Nursing Homes
- Street Maintenance Sales & Use Tax Elections
- Speed Limits in Residential Districts
- Protecting Advisory Committee's Personal Information
- Notice of Zoning Map Amendments
- Relocation Assistance

G. Present an overview of the Planning and Zoning Ad Hoc Subcommittee's report regarding parking standards.

City Manager Morad Kabiri relayed the Planning and Zoning Commission reviewed the Parking Ad Hoc Subcommittee's recommendations. They proposed keeping the current parking ordinance as is with allowing flexibility on shared parking, design modifications, and 5% staff deviations.

11. CITY COUNCIL - ORDINANCES & RESOLUTIONS

A. Consider an ordinance amending the City's General budget for Fiscal Year 2024-2025 by approving "Budget Amendment II" and providing for supplemental appropriation and/or transfer of certain funds.

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to approve Ordinance No. 2024-40, related to Item 11.A., 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. 2024-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2024-25, PASSED AND APPROVED AUGUST 26, 2024, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2024-25, BY

APPROVING "BUDGET AMENDMENT II" THERETO; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT; AND PROVIDING FOR THE EFFECTIVE DATE

B. Consider on first reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds, and Insurance Amounts" of the Friendswood City Code to update permit fees.

Councilmember Griffon noted that all the fee changes have been combined into one ordinance. He supports adding fees for body-worn camera recordings. He also agrees with the recommended changes for Parks and Recreation facility fees and deposits. However, he opposes increases in automated water meter fees and water utility rates. Councilmember Griffon suggested splitting the items into separate votes, allowing independent decisions on each. Council agreed.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks to approve the addition of the fees related to body camera footage, as presented. 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.

A motion was made by Councilmember Griffon and seconded by Councilmember Erenwert to amend the Parks and Recreation Facility fees, as presented. 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.

Before the vote on the automated water meter fees, Mr. Kabiri reminded Council of the June presentation, highlighting \$140 million in water and sewer CIP projects over the next five years. This included upgrading infrastructure, improving pressure, and obligations to Houston for projects like the Southeast Water Purification Plant, a 42-inch water line, and the Blackhawk Wastewater Treatment Plant. Mr. Kabiri emphasizes the need for revenue bonds to cover these costs and ensure adequate utility system revenue, which are supported through the City's water and sewer rates.

Mr. Kabiri acknowledged that the increased fees may reduce water consumption, but also noted that fluctuations are based on weather conditions. He noted that currently, the City's 90-day water and sewer reserve is in deficit, partly due to rapid obligations to Houston. Mr. Kabiri compared the City of Friendswood's proposed rates, with residents paying \$205 for 20,000 gallons, to nearby cities: Alvin at \$286, Pearland at \$425, and League City at \$188. He stressed the importance of investing in infrastructure

to avoid issues seen in cities like Flint, Michigan, and Jackson, Mississippi, where underfunded utilities led to public health crises.

A motion was made by Mayor Foreman and seconded by Councilmember Branson to amend the fee schedule to update certain fees within the following categories. Automated water meter fees, and water utility rates, consistent with the 2024 utility rate study as presented to the City Council on June 3rd, 2024, and to remove manual water meter fees. The vote was as follows:

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, and Mayor Pro Tem Joe Matranga

Nays: Councilmember Robert J. Griffon and Councilmember Brent Erenwert

The item passed 5-2.

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FEE SCHEDULE CONTAINED IN APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE (I) TO ADD FEES FOR OBTAINING BODY-WORN CAMERA RECORDINGS CONSISTENT WITH STATE LAW; (II) TO UPDATE CERTAIN PARKS AND RECREATION FACILITY FEES AND DEPOSITS, AUTOMATED WATER METER FEES, AND WATER UTILITY RATES CONSISTENT WITH THE 2024 UTILITY RATE STUDY; AND (III) TO REMOVE MANUAL WATER METER FEES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

12. CITY COUNCIL - CONSENT AGENDA

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

Ayes: Mayor Mike Foreman, Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Councilmember Robert J. Griffon, Mayor Pro Tem Joe Matranga, and Councilmember Brent Erenwert

Nays: None

The item passed unanimously.

A. Consider a resolution designating the Civil Rights Officer and Labor Standards Officer as well as their respective alternates for Community Development Block Grant Projects and for American Rescue Plan Act projects.

RESOLUTION NO. R2024-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, NAMING A CIVIL RIGHTS OFFICER AND A LABOR STANDARDS OFFICER AS WELL AS THEIR ALTERNATES FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS AND AMERICAN RESCUE PLAN ACT PROGRAMS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider authorizing a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the Lift Station No. 2 Rehabilitation Project.

This item approved the authorization for a \$405,000 Professional Services Agreement with Kimley-Horn and Associates, Inc., to undertake the Lift Station #2 Rehabilitation Project. The engineering costs for this project will be financed through water and sewer bonds.

Lift Station #2, located at 1308 Deepwood, is a vital part of the City's wastewater infrastructure, managing average monthly flows exceeding 50 million gallons. Lift stations are essential for transporting wastewater from lower to higher elevations, ensuring effective sewage management.

This lift station operates in a harsh environment where exposure to moisture, chemicals, and high levels of corrosion significantly affect the durability of its components. Currently, the underground discharge piping is in poor condition, having undergone previous welded repairs that are no longer sufficient. Due to the age and deterioration of the existing pipes, a comprehensive rehabilitation and reconfiguration of the discharge piping is necessary.

City staff is considering options for an above-ground discharge to enhance accessibility and ease of maintenance, though specific design details are still under development. Additionally, the approved project will address aging and corroded electrical components and controls, ensuring reliable operation in this challenging environment. Kimley-Horn's proposal includes immediate repairs essential for maintaining functionality. City staff acknowledged that further rehabilitation may be necessary in the future to extend the service life and preserve the integrity of the lift station, but this is not part of the current contract with Kimley-Horn.

C. Consider ratifying the City Manager's signature and authorizing an agreement with Westbrook Contractors, LLC for the emergency repair of the sinkhole located at 4443 and 4439 Ravine Drive and the associated sanitary sewer infrastructure.

D. Consider approving the purchase of two 2023 F250, ¾-ton service truck for the Public Works Department through Silsbee Ford through The Interlocal Purchasing System (TIPS) Contract No. 210907.

E. Consider approving the purchase of two 2024 F250, ¾-ton service truck for the Public Works Department through Silsbee Ford through The Interlocal Purchasing System (TIPS) Contract No. 210907.

F. Consider approving the purchase of a 2024 F350, one-ton service vehicle for the Public Works Department through Silsbee Ford through The Interlocal Purchasing System (TIPS) Contract No. 210907.

G. Consider approving the purchase of emergency medical supplies for Life Assist Inc. and Bound Tree Medical LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract Nos. 698-23 and 702-23.

The City Council approved the purchase of medical supplies and pharmaceuticals for the City of Friendswood's Emergency Medical Services (EMS) in the City's FY 2024-2025 budget. EMS estimates the purchase of said supplies from the following Texas Local Government Purchasing Cooperative (BuyBoard) contract and vendors:

Vendor	BuyBoard Contract No.	Amount Not to Exceed
Life Assist Inc.	698-23 & 704-23	\$85,000
Bound Tree Medical, LLC	704-23	\$70,000
	Total Amount:	\$155,000

These two vendors provide the medical, dental, and ambulatory supplies, and pharmaceuticals required by emergency units to operate effectively. These supplies are critical in the day-to-day field operations of Friendswood EMS and will be purchased as needed throughout the year, which in total will not exceed \$155,000.

BuyBoard is a Texas Local Government Purchasing Cooperative that provides public agencies the opportunity to comply with bidding requirements by utilizing their bid process. Agencies that utilize BuyBoard contracts also receive a 2% rebate on all purchases and also save administrative costs by alleviating the bid process.

H. Consider authorizing the disposal of a decommissioned Friendswood Volunteer Fire Department vehicle through Public Surplus.

I. Consider authorizing a Pension System Contract Amendment with Texas Emergency Services Retirement System on behalf of the Friendswood Volunteer Fire Department to increase the monthly contribution rate for the Department's pension.

This item authorized a contract amendment based upon the attached Texas Emergency Services Retirement System (TESRS) Contribution Change Request form. This is the volunteer pension program that Friendswood Volunteer Fire Department (FVFD) provides for its volunteer membership. By state statute, the contract with TESRS requires the City of Friendswood to participate as the governing body.

This amendment to the contract increases the current pension by \$12.00 per month per volunteer, moving the pension amount from \$156.00 to \$168.00 per month per volunteer. The change became effective October 1, 2024.

The costs for this increase are incorporated within the Department of Emergency Services FY 2025 annual budget as currently proposed. As such, signing this amendment does not further increase city costs.

J. Consider authorizing the Friendswood Downtown Economic Development Corporation to expend funds for the design and placement of artwork on traffic control boxes in the City of

Friendswood's Downtown District and authorizing an Art Services Agreement with UP Art Studio, LLC, for such services.

On September 10, 2024, the Friendswood Downtown Economic Development Corporation (the "FDEDC") authorized, subject to the City Council's approval, the expenditure of up to \$36,000 to fund an Art Services Agreement (the "Agreement") between the City of Friendswood and UP Art Studio, LLC (the "Company").

Under this Agreement, the Company shall provide turn-key services for all phases of the installation of mini-murals approved by the City on twelve (12) traffic boxes in the downtown area. The Company shall work with Keep Friendswood Beautiful ("KFB") in selecting artists and reviewing photos and project renderings. Each traffic control box shall be primed and painted and shall have a graffiti-proof coating. The cost for each box is \$3,000. One-half of the total contract amount will be due within thirty (30) days after receiving an invoice therefor but is subject to recapture by the City. The remaining amount will not be paid until thirty (30) days after the later of (i) all of the mini-murals are completed and accepted by the City or (ii) receipt of an invoice.

Please note that the installation of the artwork is contingent upon receiving TxDOT authorization of the Project -- the general form of which is attached to this agenda item. Once the exhibits are complete, the TxDOT agreement will be submitted to the City Council for its final approval.

K. Consider approving the ad valorem tax report for September 2024.

L. Consider approving the minutes of the City Council Regular Meeting held on October 7, 2024.

13. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the November 4, 2024, City Council Regular Meeting at 7:08 P.M.

Attest:

Mike Foreman, Mayor

Leticia Brysch, City Secretary

Attest:

Mike Foreman, Chair

Leticia Brysch, Assistant Secretary