



**CITY COUNCIL REGULAR MEETING  
MONDAY, JULY 7, 2025, 5:30 PM  
COUNCIL CHAMBERS, CITY HALL  
910 S. FRIENDSWOOD DR, FRIENDSWOOD, TEXAS 77546**

## **AGENDA**

**1. CALL TO ORDER**

**2. INVOCATION**

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

**4. COUNCIL COMMENTS AND REPORTS**

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

**5. PUBLIC COMMENT**

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 to place an item on a future agenda. During public comment, the public shall comply with the Council's rules of decorum.

**6. COMMITTEES OR SPECIAL REPORTS**

A. Receive the West Ranch Management District's Annual Report.

**7. CITY MANAGER'S REPORT**

A. Present an update concerning National Park and Recreation Month - July 2025.

B. Receive an update on Movies in the Park.

C. Receive an update regarding the Friendswood Library Summer Reading Challenge.

D. Present an update to Friendswood PD Drone as a First Responder Program.

E. Recognize Friendswood EMS for receiving the American Heart Association's Mission: Lifeline Gold Achievement Award and the Target: Heart Attack Honor Roll Recognition.

F. Recognize Heather Van Dine, Assistant Director of Engineering, for receiving the D. Ray Jones Scholarship from the American Public Works Association (APWA) Southeast Branch.

**8. BUSINESS ITEMS**

A. Consider authorizing the City Manager to execute a depository services contract and related agreements with Wells Fargo Bank, N.A.

B. Consider the First Amendment to the Economic Development Agreement with BSM Associates, LLC, regarding the construction and build-out of a commercial educational facility.

- C. Consider authorizing the City Manager and the City Attorney to engage consultants and experts needed to acquire by dedication, purchase, or eminent domain approximately 5.452 acres of land located at the southeast corner of Lake Friendswood, generally described as being a part of the I. & G.N.R. Company Survey, Section 3, Abstract 614, Galveston County, Texas, for the expansion of Lake Friendswood Park.

## **9. PROPOSED ORDINANCES & RESOLUTIONS**

- A. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment X" and providing for supplemental appropriation and/or transfer of certain funds.
- B. Consider on first reading an ordinance amending Chapter 18 "Businesses," Article II "Peddlers, Solicitors, Canvassers, Itinerant Vendors," Division II "Registration," Section 18-58 "Hours" of the Friendswood City Code to update the days and hours when solicitation is permitted.
- C. Consider a resolution accepting approximately 1.3347 acres located east of Lake Friendswood, being out of Lots 159, 160 and 170, Slone Subdivision, in I. & G.N.R. Company Survey No. 4, Abstract 608, Galveston, into the City of Friendswood's extraterritorial jurisdiction.

## **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 authorizing an Interlocal Agreement with Friendswood Independent School District for general emergency preparedness.
- B. Consider authorizing a School Resource Officer Agreement with the Friendswood Independent School District.
- C. Consider authorizing a School Crossing Guard Agreement with Clear Creek Independent School District for School Years 2025-26 and 2026-27.
- D. Consider approving the Friendswood Downtown Economic Development Corporation's purchase of street sign fabrication related to the Downtown Improvement Plan from Road Safe Traffic Systems through the Buyboard.
- E. Consider authorizing an Interlocal Agreement with Galveston County for the FY2026 Congregate Meal Program.
- F. Consider approving a Software and Services Purchase Agreement with Cities Digital, Inc. D/B/A CDI for the renewal of Laserfiche software licenses and purchase of professional services related to the City's records management system, and contract management system with electronic signature capabilities.
- G. Consider approving American Tower Corporation's request for the City's approval and authorization concerning AT&T Mobility's antenna and related tower modifications for the tower located at 1310 Deepwood Drive, Friendswood, Galveston County, Texas.
- H. Consider a License Agreement with JAC Texas Properties, LLC, in order to allow the property located at 204 W. Heritage Drive to outflow into adjacent City-owned detention facilities.
- I. Consider accepting the Riverstone Montessori Infrastructure Improvements Project and authorizing the commencement of the contractor's one-year maintenance period.

- J. Consider the reappointment of (i) Susan Asimakis, and (ii) Pauline Moore to the Community and Economic Development Committee for a three-year term beginning immediately and ending on June 30, 2028.
- K. Consider approving the ad valorem tax report for May 2025.
- L. Consider approving the minutes of the City Council Regular Meeting held on June 2, 2025.

## 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 TTY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).**

*Raquel Martinez*



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**Posted by: Raquel Martinez, TRMC, City Secretary**  
Posted in compliance with the Open Meetings Act on this  
3<sup>rd</sup> day of July 2025, at 3:00 P.M.

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 12/02/2024

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

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

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

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

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Receive report.

**ATTACHMENTS**

1. West Ranch Management District's Annual Report
2. West Ranch MD (2024 FS Final)

# WEST RANCH MANAGEMENT DISTRICT

CITY OF FRIENDSWOOD MAYOR AND CITY COUNCIL UPDATE  
June 2025

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## BOARD MEMBERS

BRIAN GIBSON – PRESIDENT

SAWYER BLACKBURN – VP & ASST. SECRETARY

DOUG KONOPKA – SECRETARY

REID WISEMAN – DIRECTOR

DENNIS BARBER – DIRECTOR

# West Ranch

766 Acres



# West Ranch Development Update

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



# West Ranch Management District Assessed Valuation and Tax Rate History

<u>Year</u>	<u>Taxable Value</u>	<u>I &amp; S Rate</u>	<u>I &amp; S Levy</u>	<u>M &amp; O Rate</u>	<u>M &amp; O Levy</u>	<u>Road Rate</u>	<u>Road Levy</u>	<u>Total Tax Rate</u>
2024	865,821,781	0.14250	1,233,796.04	0.05000	432,910.89	0.02750	238,100.99	0.22000
2023	819,388,708	0.14500	1,188,113.63	0.08000	655,510.97	0.02000	163,877.74	0.24500
2022	752,807,655	0.16500	1,242,132.63	0.11000	828,088.42	0.02500	188,201.91	0.30000
2021	696,903,531	0.17500	1,219,581.18	0.12000	836,284.24	0.03500	243,916.24	0.33000
2020	647,984,173	0.20500	1,328,367.55	0.17000	1,101,573.09	0.05500	356,391.30	0.43000
2019	580,192,517	0.24500	1,421,471.67	0.14000	812,269.52	0.06500	377,125.14	0.45000
2018	520,295,039	0.28000	1,456,826.11	0.10000	520,295.04	0.07000	364,206.53	0.45000
2017	457,360,969	0.31000	1,417,819.00	0.11000	503,097.07	0.08000	365,888.78	0.50000
2016	393,901,367	0.36000	1,418,044.92	0.09000	354,511.23	0.10000	393,901.37	0.55000
2015	330,369,753	0.39000	1,288,442.04	0.15000	495,554.63	0.11000	363,406.73	0.65000
2014	254,366,544	0.34000	864,846.25	0.16000	406,986.47	0.15000	381,549.82	0.65000
2013	202,447,173	0.38000	769,299.26	0.15000	303,670.76	0.12000	242,936.61	0.65000
2012	155,712,544	0.47000	731,848.96	0.10000	155,712.54	0.08000	124,570.04	0.65000
2011	116,386,954	0.38000	442,270.43	0.17000	197,857.82	0.10000	116,386.95	0.65000
2010	93,034,773	0.00000	0.00	0.65000	604,726.02	0.00000	0.00	0.65000
2009	74,254,124	0.00000	0.00	0.65000	482,651.81	0.00000	0.00	0.65000
2008	47,663,107	0.00000	0.00	0.65000	309,810.20	0.00000	0.00	0.65000
2007	11,485,060	0.00000	0.00	0.65000	74,652.89	0.00000	0.00	0.65000
2006	6,239,320	0.00000	0.00	0.65000	40,555.58	0.00000	0.00	0.65000
2005	3,600,530	0.00000	0.00	0.65000	23,403.45	0.00000	0.00	0.65000

# West Ranch Management District Ongoing Drainage Maintenance Update

information provided by Jeff Safe of BGE, Inc.

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- WRMD continues to use Storm Water Solutions (SWS) to perform quarterly inspections of all WRMD owned and operated drainage and detention facilities.
  - SWS and the District's engineer use these inspections to prioritize their recommendations for monitoring or addressing facility needs.
- Over the past 6 years, WRMD has spent approximately \$250,000, over and above routine mowing, on drainage maintenance and rehab (i.e. desilting of channels, removal of vegetation and overgrowth, erosion repair, structural outfall repair, etc.) to ensure that all drainage and detention facilities are in good working condition and function as originally designed.
- WRMD recognizes the importance and critical nature of a properly functioning and well-maintained drainage system and is fully committed to continuing its proactive monitoring and maintenance program.

# West Ranch Management District

## Goals and Objectives

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- The Board of Directors remains focused on lowering West Ranch homeowner costs, identifying sensible opportunities to pay off existing bonds, and the prudent management of district property.
- Friendswood Development Company continues working to develop commercial tracts.
- Ongoing collaboration with the West Ranch HOA to improve common areas.

# West Ranch Management District

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Any Questions?

Contact West Ranch Management District:  
[WRM000@txdistricts.info](mailto:WRM000@txdistricts.info)

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



# **West Ranch Management District, a Component Unit of the City of Friendswood Galveston and Harris Counties, Texas**

## **Independent Auditor's Report and Financial Statements**

July 31, 2024

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Contents**  
**July 31, 2024**

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## **Independent Auditor's Report**

Board of Directors  
West Ranch Management District, a Component  
Unit of the City of Friendswood  
Galveston and Harris Counties, Texas

### ***Opinions***

We have audited the financial statements of the governmental activities and each major fund of West Ranch Management District, a Component Unit of the City of Friendswood (the District), as of and for the year ended July 31, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of July 31, 2024, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from

error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison schedule, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying schedules required by the Texas Commission on Environmental Quality listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

**Forvis Mazars, LLP**

Houston, Texas  
December 5, 2024

### ***Overview of the Financial Statements***

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to financial statements. This report also contains supplementary information required by the Governmental Accounting Standards Board and by the District's state oversight agency, the Texas Commission on Environmental Quality (the Commission).

In accordance with required reporting standards, the District reports its financial activities as a special-purpose government. Special-purpose governments are governmental entities which engage in a single governmental program, such as the provision of water, sanitary sewer and drainage services. Other activities, such as the provision of recreation facilities and solid waste collection, are minor activities and are not budgeted or accounted for as separate programs. The financial statements of special-purpose governments combine two types of financial statements into one statement. These two types of financial statements are the government-wide financial statements and the fund financial statements. The fund financial statements are presented on the left side of the statements, a column for adjustments is to the right of the fund financial statements and the government-wide financial statements are presented to the right side of the adjustments column. The following sections describe the measurement focus of the two types of statements and the significant differences in the information they provide.

### ***Government-Wide Financial Statements***

The focus of government-wide financial statements is on the overall financial position and activities of the District. The District's government-wide financial statements include the statement of net position and statement of activities, which are prepared using accounting principles that are similar to commercial enterprises. The purpose of the statement of net position is to attempt to report all of the assets, liabilities, and deferred inflows and outflows of resources of the District. The District reports all of its assets when it acquires or begins to maintain the assets and reports all of its liabilities when they are incurred.

The difference between the District's assets, liabilities, and deferred inflows and outflows of resources is labeled as net position and this difference is similar to the total stockholders' equity presented by a commercial enterprise.

The purpose of the statement of activities is to present the revenues and expenses of the District. Again, the items presented on the statement of activities are measured in a manner similar to the approach used by a commercial enterprise in that revenues are recognized when earned or established criteria are satisfied and expenses are reported when incurred by the District. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues are reported even when they may not be collected for several months or years after the end of the accounting period and expenses are recorded even though they may not have used cash during the current year.

Although the statement of activities looks different from a commercial enterprise's statement of income, the financial statement is different only in format, not substance. Whereas the bottom line in a commercial enterprise is its net income, the District reports an amount described as change in net position, essentially the same thing.

### ***Fund Financial Statements***

Unlike government-wide financial statements, the focus of fund financial statements is directed to specific activities of the District rather than the District as a whole. Except for the general fund, a specific fund is established to satisfy managerial control over resources or to satisfy finance-related legal requirements established by external parties or governmental statutes or regulations.

**Governmental Funds**

Governmental-fund financial statements consist of a balance sheet and a statement of revenues, expenditures and changes in fund balances and are prepared on an accounting basis that is significantly different from that used to prepare the government-wide financial statements.

In general, these financial statements have a short-term emphasis and, for the most part, measure and account for cash and other assets that can easily be converted into cash. For example, amounts reported on the balance sheet include items such as cash and receivables collectible within a very short period of time, but do not include capital assets such as land and water, sewer and drainage systems. Fund liabilities include amounts that are to be paid within a very short period after the end of the fiscal year. The difference between a fund’s assets, liabilities, and deferred inflows and outflows of resources is labeled the fund balance and generally indicates the amount that can be used to finance the next fiscal year’s activities. Likewise, the operating statement for governmental funds reports only those revenues and expenditures that were collected in cash or paid with cash, respectively, during the current period or very shortly after the end of the fiscal year.

Because the focus of the government-wide and fund financial statements is different, there are significant differences between the totals presented in these financial statements. For this reason, there is an analysis in the notes to financial statements that describes the adjustments to fund balances to arrive at net position presented in the governmental activities column on the statement of net position. Also, there is an analysis in the notes to financial statements that reconciles the total change in fund balances for all governmental funds to the change in net position, as reported in the governmental activities column in the statement of activities.

**Notes to Financial Statements**

The notes to financial statements provide additional information that is essential to a full understanding of the data found in the government-wide and fund financial statements.

**Financial Analysis of the District as a Whole**

The District’s overall financial position and activities for the past two years are summarized as follows, based on the information included in the government-wide financial statements.

**Summary of Net Position**

	<u>2024</u>	<u>2023</u>
Current and other assets	\$ 5,772,520	\$ 5,102,619
Capital assets	8,030,442	8,041,187
Total assets	<u>13,802,962</u>	<u>13,143,806</u>
Deferred outflows of resources	<u>259,914</u>	<u>273,687</u>
Total assets and deferred outflows of resources	<u>\$ 14,062,876</u>	<u>\$ 13,417,493</u>
Long-term liabilities	\$ 17,143,660	\$ 18,041,921
Other liabilities	<u>231,920</u>	<u>253,052</u>
Total liabilities	<u>17,375,580</u>	<u>18,294,973</u>

**Summary of Net Position (Continued)**

	<u>2024</u>	<u>2023</u>
Net position:		
Net investment in capital assets	\$ 7,385,758	\$ 6,512,015
Restricted	2,113,265	2,100,223
Unrestricted	<u>(12,811,727)</u>	<u>(13,489,718)</u>
Total net position	<u>\$ (3,312,704)</u>	<u>\$ (4,877,480)</u>

The total net position of the District increased by \$1,564,776, or about 32%. The majority of the increase in net position is related to tax revenues intended to pay principal on the District's bonded indebtedness, which is shown as long-term liabilities in the government-wide financial statements, in excess of service expenses. Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

At July 31, 2024, unrestricted net position was \$(12,811,727). This amount was negative because the District has an obligation to sell bonds to finance the construction or acquisition of capital assets, which have been conveyed to the City of Friendswood (the City) pursuant to a utility services contract between the District and the City.

**Summary of Changes in Net Position**

	<u>2024</u>	<u>2023</u>
Revenues:		
Property taxes	\$ 2,008,934	\$ 2,258,479
Other revenues	<u>552,532</u>	<u>523,557</u>
Total revenues	<u>2,561,466</u>	<u>2,782,036</u>
Expenses:		
Services	448,669	333,254
Depreciation	10,745	10,746
Debt service	<u>537,276</u>	<u>569,045</u>
Total expenses	<u>996,690</u>	<u>913,045</u>
Change in net position	1,564,776	1,868,991
Net position, beginning of year	<u>(4,877,480)</u>	<u>(6,746,471)</u>
Net position, end of year	<u>\$ (3,312,704)</u>	<u>\$ (4,877,480)</u>

***Financial Analysis of the District's Funds***

The District's combined fund balances as of the end of the fiscal year ended July 31, 2024, were \$5,745,501, an increase of \$680,975 from the prior year.

The general fund's fund balance increased by \$679,253, primarily due to property tax revenues and a developer contribution received exceeding service operations expenditures.

**West Ranch Management District, a Component Unit of the City of Friendswood  
Management’s Discussion and Analysis  
July 31, 2024**

**(Continued)**

The debt service fund’s fund balance decreased by \$21,491 because bond principal and interest requirements and contracted services expenditures were greater than property tax revenues and investment income.

The capital projects fund’s fund balance increased by \$23,213, from investment income.

**General Fund Budgetary Highlights**

There were several differences between the final budgetary amounts and actual amounts. The major differences between budget and actual were due to investment income and contracted services expenditures being greater than anticipated, as well as property tax revenues and repairs and maintenance expenditures being less than anticipated. In addition, a developer contribution received related to the developer’s share of the 2019 West Ranch drainage improvements project, was not included in the current year budget. The fund balance as of July 31, 2024, was expected to be \$2,778,882 and the actual end-of-year fund balance was \$3,046,595.

**Capital Assets and Related Debt**

**Capital Assets**

The District conveys title of its water, sewer and drainage capital assets (exclusive of its storm water detention and certain non-potable irrigation water lines) to the City pursuant to a utility agreement between the District and the City.

Capital assets held by the District at the end of the current and previous fiscal years are summarized below:

**Capital Assets (Net of Accumulated Depreciation)**

	<u>2024</u>	<u>2023</u>
Land and improvements	\$ 7,695,748	\$ 7,695,748
Water facilities	<u>334,694</u>	<u>345,439</u>
Total capital assets	<u>\$ 8,030,442</u>	<u>\$ 8,041,187</u>

During the current year, there were no additions to capital assets.

**Debt**

The changes in the debt position of the District during the fiscal year ended July 31, 2024, are summarized as follows:

Long-term debt payable, beginning of year	\$ 18,041,921
Decrease in long-term debt	<u>(898,261)</u>
Long-term debt payable, end of year	<u>\$ 17,143,660</u>

At July 31, 2024, the District had \$3,775,000 of unlimited tax bonds and recreational facilities bonds authorized, but unissued, for the purposes of acquiring, constructing and improving recreational facilities, transportation, education, and the water, sanitary sewer and drainage systems within the District.

The District's bonds carry an underlying rating of "A1" from Moody's Investors Service. The Road Series 2014, Refunding Series 2020 and Refunding Road Series 2020 bonds carry a "AA" rating from Standard & Poor's by virtue of bond insurance issued by Build America Mutual Assurance Company. The Series 2015, Series 2016 and Refunding Series 2016 bonds carry a "AA" rating from Standard & Poor's and an "A1" rating from Moody's Investors Service by virtue of bond insurance issued by Assured Guaranty, Inc.

***Other Relevant Factors***

***Relationship to the City of Friendswood***

Under existing Texas law, since the District lies wholly within the corporate boundaries of the City, the District must conform to the City ordinance consenting to the creation of the District. In addition, the District may be dissolved by the City without the District's consent. If the District is dissolved, the City must assume the District's assets and obligations (including the bonded indebtedness).

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Statement of Net Position and Governmental Funds Balance Sheet**  
**July 31, 2024**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
<b>Assets</b>						
Cash	\$ 298,050	\$ 86,013	\$ 29,945	\$ 414,008	\$ -	\$ 414,008
Certificates of deposit	111,258	-	-	111,258	-	111,258
Short-term investments	2,653,622	2,137,150	441,912	5,232,684	-	5,232,684
Property taxes receivable	3,252	6,519	-	9,771	-	9,771
Accrued interest	144	-	-	144	-	144
Interfund receivables	1,415	5,301	-	6,716	(6,716)	-
Prepaid expenditures	4,655	-	-	4,655	-	4,655
Capital assets (net of accumulated depreciation):						
Land and improvements	-	-	-	-	7,695,748	7,695,748
Infrastructure	-	-	-	-	334,694	334,694
<b>Total assets</b>	<u>3,072,396</u>	<u>2,234,983</u>	<u>471,857</u>	<u>5,779,236</u>	<u>8,023,726</u>	<u>13,802,962</u>
<b>Deferred Outflows of Resources</b>						
Deferred amount on debt refundings	-	-	-	-	259,914	259,914
<b>Total assets and deferred outflows of resources</b>	<u>\$ 3,072,396</u>	<u>\$ 2,234,983</u>	<u>\$ 471,857</u>	<u>\$ 5,779,236</u>	<u>\$ 8,283,640</u>	<u>\$ 14,062,876</u>

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Statement of Net Position and Governmental Funds Balance Sheet**  
**July 31, 2024**

**(Continued)**

	General Fund	Debt Service Fund	Capital Projects Fund	Total	Adjustments	Statement of Net Position
<b>Liabilities</b>						
Accounts payable	\$ 17,248	\$ -	\$ -	\$ 17,248	\$ -	\$ 17,248
Accrued interest payable	-	-	-	-	214,672	214,672
Interfund payables	5,301	1,415	-	6,716	(6,716)	-
Long-term liabilities:						
Due within one year	-	-	-	-	930,000	930,000
Due after one year	-	-	-	-	16,213,660	16,213,660
Total liabilities	<u>22,549</u>	<u>1,415</u>	<u>-</u>	<u>23,964</u>	<u>17,351,616</u>	<u>17,375,580</u>
<b>Deferred Inflows of Resources</b>						
Deferred property tax revenues	<u>3,252</u>	<u>6,519</u>	<u>-</u>	<u>9,771</u>	<u>(9,771)</u>	<u>-</u>
<b>Fund Balances/Net Position</b>						
Fund balances:						
Nonspendable, prepaid expenditures	4,655	-	-	4,655	(4,655)	-
Restricted:						
Unlimited tax bonds	-	1,809,773	-	1,809,773	(1,809,773)	-
Water, sewer and drainage	-	-	279,689	279,689	(279,689)	-
Roads	-	417,276	192,168	609,444	(609,444)	-
Unassigned	<u>3,041,940</u>	<u>-</u>	<u>-</u>	<u>3,041,940</u>	<u>(3,041,940)</u>	<u>-</u>
Total fund balances	<u>3,046,595</u>	<u>2,227,049</u>	<u>471,857</u>	<u>5,745,501</u>	<u>(5,745,501)</u>	<u>-</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 3,072,396</u>	<u>\$ 2,234,983</u>	<u>\$ 471,857</u>	<u>\$ 5,779,236</u>		
Net position:						
Net investment in capital assets					7,385,758	7,385,758
Restricted for debt service					2,018,896	2,018,896
Restricted for capital projects					94,369	94,369
Unrestricted					<u>(12,811,727)</u>	<u>(12,811,727)</u>
Total net position					<u>\$ (3,312,704)</u>	<u>\$ (3,312,704)</u>

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Statement of Activities and Governmental Funds Revenues,**  
**Expenditures and Changes in Fund Balances**  
**Year Ended July 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total	Adjustments	Statement of Activities
<b>Revenues</b>						
Property taxes	\$ 657,175	\$ 1,354,298	\$ -	\$ 2,011,473	\$ (2,539)	\$ 2,008,934
Penalty and interest	-	9,988	-	9,988	-	9,988
Investment income	131,463	86,953	23,213	241,629	-	241,629
Other income	-	-	-	-	300,915	300,915
<b>Total revenues</b>	<b>788,638</b>	<b>1,451,239</b>	<b>23,213</b>	<b>2,263,090</b>	<b>298,376</b>	<b>2,561,466</b>
<b>Expenditures/Expenses</b>						
Service operations:						
Professional fees	103,300	2,652	-	105,952	-	105,952
Contracted services	49,377	32,233	-	81,610	-	81,610
Repairs and maintenance	250,703	-	-	250,703	-	250,703
Other expenditures	6,920	3,484	-	10,404	-	10,404
Depreciation	-	-	-	-	10,745	10,745
Debt service:						
Principal retirement	-	900,000	-	900,000	(900,000)	-
Interest and fees	-	534,361	-	534,361	2,915	537,276
<b>Total expenditures/expenses</b>	<b>410,300</b>	<b>1,472,730</b>	<b>-</b>	<b>1,883,030</b>	<b>(886,340)</b>	<b>996,690</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>378,338</b>	<b>(21,491)</b>	<b>23,213</b>	<b>380,060</b>	<b>(380,060)</b>	
<b>Other Financing Sources</b>						
Developer contribution	300,915	-	-	300,915	(300,915)	
<b>Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and Other Financing Uses</b>	<b>679,253</b>	<b>(21,491)</b>	<b>23,213</b>	<b>680,975</b>	<b>(680,975)</b>	
<b>Change in Net Position</b>					<b>1,564,776</b>	<b>1,564,776</b>
<b>Fund Balances/Net Position</b>						
Beginning of year	2,367,342	2,248,540	448,644	5,064,526	-	(4,877,480)
End of year	<b>\$ 3,046,595</b>	<b>\$ 2,227,049</b>	<b>\$ 471,857</b>	<b>\$ 5,745,501</b>	<b>\$ -</b>	<b>\$ (3,312,704)</b>

**Note 1. Nature of Operations and Summary of Significant Accounting Policies**

West Ranch Management District, a Component Unit of the City of Friendswood (the District), was created under Section 59, Article XVI, of the Texas Constitution added by an Act of the 79<sup>th</sup> Legislature of the State of Texas, effective June 17, 2005, in accordance with the Texas Water Code, Chapter 54. The District operates in accordance with Chapter 3837, Texas Special District Local Laws Code, Chapters 49 and 54 of the Texas Water Code and Chapter 375 of the Texas Local Government Code and is subject to the continuing supervision of the Texas Commission on Environmental Quality (the Commission). The District was created to promote and encourage employment and the public welfare within the District. The affairs of the District are managed by a Board of Directors (the Board) composed of persons appointed by the governing body of the City of Friendswood (the City). The District is a component unit of the City.

The Board sets the policies of the District. The accounting and reporting policies of the District conform to accounting principles generally accepted in the United States of America for state and local governments, as defined by the Governmental Accounting Standards Board. The following is a summary of the significant accounting and reporting policies of the District:

***Reporting Entity***

The accompanying government-wide financial statements present the financial statements of the District. There are no component units that are legally separate entities for which the District is considered to be financially accountable. Accountability is defined as the District's substantive appointment of the voting majority of the component unit's governing board. Furthermore, to be financially accountable, the District must be able to impose its will upon the component unit or there must be a possibility that the component unit may provide specific financial benefits to, or impose specific financial burdens on, the District.

***Government-Wide and Fund Financial Statements***

In accordance with required reporting standards, the District reports its financial activities as a special-purpose government. Special-purpose governments are governmental entities which engage in a single governmental program, such as the provision of water, wastewater, drainage and other related services. The financial statements of special-purpose governments combine two types of financial statements into one statement. These two types of financial statements are the government-wide financial statements and the fund financial statements. The fund financial statements are presented with a column for adjustments to convert to the government-wide financial statements.

The government-wide financial statements report information on all of the activities of the District. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Governmental activities generally are financed through taxes, charges for services and intergovernmental revenues. The statement of activities reflects the revenues and expenses of the District.

The fund financial statements provide information about the District's governmental funds. Separate statements for each governmental fund are presented. The emphasis of fund financial statements is directed to specific activities of the District.

The District presents the following major governmental funds:

*General Fund* – The general fund is the primary operating fund of the District which accounts for all financial resources not accounted for in another fund. Revenues are derived primarily from property taxes, charges for services and interest income.

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Notes to Financial Statements**  
**July 31, 2024**

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*Debt Service Fund* – The debt service fund is used to account for financial resources that are restricted, committed or assigned to expenditures for principal and interest related costs, as well as the financial resources being accumulated for future debt service.

*Capital Projects Fund* – The capital projects fund is used to account for financial resources that are restricted, committed or assigned to expenditures for capital outlays.

***Fund Balances – Governmental Funds***

The fund balances for the District’s governmental funds can be displayed in up to five components:

*Nonspendable* – Amounts that are not in a spendable form or are required to be maintained intact.

*Restricted* – Amounts that can be spent only for the specific purposes stipulated by external resource providers, constitutionally or through enabling legislation. Restrictions may be changed or lifted only with the consent of resource providers.

*Committed* – Amounts that can be used only for the specific purposes determined by resolution of the Board. Commitments may be changed or lifted only by issuance of a resolution by the District’s Board.

*Assigned* – Amounts intended to be used by the District for specific purposes as determined by management. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

*Unassigned* – The residual classification for the general fund and includes all amounts not contained in the other classifications.

The District considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The District applies committed amounts first, followed by assigned amounts, and then unassigned amounts when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

***Measurement Focus and Basis of Accounting***

***Government-Wide Financial Statements***

The government-wide financial statements are reported using the economic resources measurement focus and accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of the timing of related cash flows.

Nonexchange transactions, in which the District receives (or gives) value without directly giving (or receiving) equal value in exchange, include property taxes and donations. Recognition standards are based on the characteristics and classes of nonexchange transactions. Revenues from property taxes are recognized in the period for which the taxes are levied. Donations are recognized as revenues, net of estimated uncollectible amounts, as soon as all eligibility requirements imposed by the provider have been met. Amounts received before all eligibility requirements have been met are reported as liabilities. Intergovernmental revenues are recognized as revenues, net of estimated refunds and uncollectible amounts, in the accounting period when an enforceable legal claim to the assets arises and the use of resources is required or is first permitted.

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Notes to Financial Statements**  
**July 31, 2024**

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***Fund Financial Statements***

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and liabilities are generally included on the balance sheet. The statement of governmental funds revenues, expenditures and changes in fund balances presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in spendable resources. General capital asset acquisitions are reported as expenditures and proceeds of long-term debt are reported as other financing sources. Under the modified accrual basis of accounting, revenues are recognized when both measurable and available. The District considers revenues reported in the governmental funds to be available if they are collectible within 60 days after year-end. Principal revenue sources considered susceptible to accrual include taxes, charges for services and investment income. Other revenues are considered to be measurable and available only when cash is received by the District. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, which are recognized as expenditures when payment is due.

***Deferred Outflows and Inflows of Resources***

A deferred outflow of resources is a consumption of net position that is applicable to a future reporting period and a deferred inflow of resources is an acquisition of net position that is applicable to a future reporting period.

***Interfund Transactions***

Transfers from one fund to another fund are reported as interfund receivables and payable if there is intent to repay the amount and if there is the ability to repay the advance on a timely basis. Transfers represent legally authorized transfers from the fund receiving resources to the fund through which the resources are to be expended.

***Pension Costs***

The District does not participate in a pension plan and, therefore, has no pension costs.

***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and deferred inflows and outflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses/expenditures during the reporting period. Actual results could differ from those estimates.

***Investments and Investment Income***

Investments in certificates of deposit, U.S. Government and agency securities, and certain pooled funds, which have a remaining maturity of one year or less at the date of purchase, are recorded at amortized cost. All other investments are carried at fair value. Fair value is determined using quoted market values.

Investment income includes dividends and interest income and the net change for the year in the fair value of investments carried at fair value. Investment income is credited to the fund in which the investment is recorded.

***Property Taxes***

An appraisal district annually prepares appraisal records listing all property within the District and the appraised value of each parcel or item as of January 1. Additionally, on January 1, a tax lien attaches to property to secure the payment of all taxes, penalty and interest ultimately imposed for the year on the property. After the District receives its certified appraisal roll from the appraisal district, the rate of taxation is set by the Board of the District based upon the aggregate appraisal value. Taxes are due and payable October 1 or when billed, whichever is later, and become delinquent after January 31 of the following year.

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Notes to Financial Statements**  
**July 31, 2024**

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In the governmental funds, property taxes are initially recorded as receivables and deferred inflows of resources at the time the tax levy is billed. Revenues recognized during the fiscal year ended July 31, 2024, include collections during the current period or within 60 days of year-end related to the 2023 and prior years' tax levies.

In the government-wide statement of net position, property taxes are considered earned in the budget year for which they are levied. For the District's fiscal year ended July 31, 2024, the 2023 tax levy is considered earned during the current fiscal year. In addition to property taxes levied, any delinquent taxes are recorded net of amounts considered uncollectible.

**Capital Assets**

The District conveys its water, sewer and drainage capital assets (exclusive of its storm water detention and certain non-potable irrigation water lines) to the City.

Capital assets are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an individual cost of \$5,000 or more and an estimated useful life of two years or more. Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets are recorded at their estimated acquisition value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset lives are not capitalized.

Capital assets are depreciated using the straight-line method over their estimated useful lives as follows:

	<u>Years</u>
Water production and distribution facilities	10-45

**Deferred Amount on Debt Refundings**

In the government-wide financial statements, the difference between the reacquisition price and the net carrying amount of the old debt in a debt refunding is deferred and amortized to interest expense using the effective interest rate method over the remaining life of the old debt or the life of the new debt, whichever is shorter. Such amounts are classified as deferred outflows or inflows of resources.

**Debt Issuance Costs**

Debt issuance costs, other than prepaid insurance, do not meet the definition of an asset or deferred outflows of resources since the costs are not applicable to a future period and, therefore, are recognized as an expense/expenditure in the period incurred.

**Long-Term Obligations**

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities. Premiums and discounts on bonds are recognized as a component of long-term liabilities and amortized over the life of the related debt using the effective interest rate method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize premiums and discounts on bonds during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Notes to Financial Statements**  
**July 31, 2024**

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***Net Position/Fund Balances***

Fund balances and net position are reported as restricted when constraints placed on them are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.

When both restricted and unrestricted resources are available for use, generally, it is the District's policy to use restricted resources first.

The components of unrestricted net position at July 31, 2024, are as follows:

General fund, unrestricted fund balance, including deferred taxes	\$ 3,049,847
Conveyed capital assets financed with long-term debt	<u>(15,861,574)</u>
Total	<u>\$ (12,811,727)</u>

The District has financed water, sewer and drainage facilities, which have been conveyed to the City for maintenance and other incidents of ownership, which has caused long-term debt to be in excess of capital assets. Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

***Reconciliation of Government-Wide and Fund Financial Statements***

Amounts reported for net position of governmental activities in the statement of net position and fund balances in the governmental funds balance sheet are different because:

Capital assets used in governmental activities are not financial resources and are not reported in the funds.	\$ 8,030,442
Property tax revenue recognition and the related reduction of deferred inflows of resources are subject to availability of funds in the fund financial statements.	9,771
Deferred amount on debt refundings for governmental activities are not financial resources and are not reported in the funds.	259,914
Accrued interest on long-term liabilities is not payable with current financial resources and is not reported in the funds.	(214,672)
Long-term debt obligations are not due and payable in the current period and are not reported in the funds.	<u>(17,143,660)</u>
Adjustment to fund balances to arrive at net position.	<u>\$ (9,058,205)</u>

Amounts reported for change in net position of governmental activities in the statement of activities are different from change in fund balances in the governmental funds statement of revenues, expenditures and changes in fund balances because of the items on the following page.

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Notes to Financial Statements**  
**July 31, 2024**

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Change in fund balances.	\$ 680,975
Governmental funds report capital outlays as expenditures. However, for government-wide financial statements, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount of depreciation expense in the current period.	(10,745)
Governmental funds report developer contributions as other financing sources as amounts are received, however, for the government-wide financial statements, these amounts are recorded as other income.	(300,915)
Governmental funds report principal payments on debt as expenditures. For the statement of activities, these transactions do not have any effect on net position.	900,000
Revenues that do not provide current financial resources are not reported as revenues for the funds but are reported as revenues in the statement of activities and revenues collected in the current year, which have previously been reported in the statement of activities, are reported as revenue in the governmental funds.	298,376
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	<u>(2,915)</u>
Change in net position of governmental activities.	<u><u>\$ 1,564,776</u></u>

**Note 2. Deposits, Investments and Investment Income**

***Deposits***

Custodial credit risk is the risk that, in the event of a bank failure, a government's deposits may not be returned to it. The District's deposit policy for custodial credit risk requires compliance with the provisions of state law.

State law requires collateralization of all deposits with federal depository insurance; a surety bond; bonds and other obligations of the U.S. Treasury, U.S. agencies or instrumentalities of the State of Texas; or certain collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States.

At July 31, 2024, none of the District's bank balances were exposed to custodial credit risk.

***Investments***

The District may legally invest in obligations of the United States or its agencies and instrumentalities, direct obligations of Texas or its agencies or instrumentalities, collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States, other obligations guaranteed as to principal and interest by the

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Notes to Financial Statements**  
**July 31, 2024**

State of Texas or the United States or their agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, obligations of states, agencies and counties and other political subdivisions with an investment rating not less than "A," insured or collateralized certificates of deposit, and certain bankers' acceptances, repurchase agreements, mutual funds, commercial paper, guaranteed investment contracts and investment pools.

The District's investment policy may be more restrictive than the Public Funds Investment Act.

The District invests in TexSTAR, an external investment pool that is not registered with the Securities and Exchange Commission. A Board of Directors, made up of participants and representatives of the administrator and investment manager, has oversight of TexSTAR. The District's investments may be redeemed at any time. The District's investments in TexSTAR are reported at amortized cost.

At July 31, 2024, the District has the following investment and maturities:

Type	Maturities in Years				
	Amortized Cost	Less Than 1	1-5	6-10	More Than 10
TexSTAR	\$ 5,232,684	\$ 5,232,684	\$ -	\$ -	\$ -

**Interest Rate Risk.** As a means of limiting its exposure to fair value losses arising from rising interest rates, the District's investment policy does not allow investments in certain mortgage-backed securities, collateralized mortgage obligations with a final maturity date in excess of 10 years and interest rate indexed collateralized mortgage obligations. The external investment pool is presented as an investment with a maturity of less than one year because it is redeemable in full immediately.

**Credit Risk.** Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At July 31, 2024, the District's investments in TexSTAR were rated "AAAm" by Standard & Poor's.

**Summary of Carrying Values**

The carrying values of deposits and investments shown previously are included in the balance sheet at July 31, 2024, as follows:

Carrying value:	
Deposits	\$ 525,266
Investments	5,232,684
Total	<u>\$ 5,757,950</u>

Included in the following statement of net position captions:

Cash	\$ 414,008
Certificates of deposit	111,258
Short-term investments	5,232,684
Total	<u>\$ 5,757,950</u>

**Investment Income**

Investment income of \$241,629 for the year ended July 31, 2024, consisted of interest income.

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Notes to Financial Statements**  
**July 31, 2024**

**Note 3. Capital Assets**

A summary of changes in capital assets for the year ended July 31, 2024, is presented below:

<u>Governmental Activities</u>	<u>Balances, Beginning of Year</u>	<u>Additions</u>	<u>Balances, End of Year</u>
Capital assets, non-depreciable:			
Land and improvements	\$ 7,695,748	\$ -	\$ 7,695,748
Capital assets, depreciable:			
Water production and distribution facilities	483,467	-	483,467
Less accumulated depreciation:			
Water production and distribution facilities	(138,028)	(10,745)	(148,773)
Total governmental activities, net	<u>\$ 8,041,187</u>	<u>\$ (10,745)</u>	<u>\$ 8,030,442</u>

**Note 4. Long-Term Liabilities**

Changes in long-term liabilities for the year ended July 31, 2024, were as follows:

<u>Governmental Activities</u>	<u>Balances, Beginning of Year</u>	<u>Decreases</u>	<u>Balances, End of Year</u>	<u>Amounts Due in One Year</u>
Bonds payable:				
General obligation bonds	\$ 18,185,000	\$ 900,000	\$ 17,285,000	\$ 930,000
Less discounts on bonds	201,126	11,364	189,762	-
Add premiums on bonds	58,047	9,625	48,422	-
Total governmental activities long-term liabilities	<u>\$ 18,041,921</u>	<u>\$ 898,261</u>	<u>\$ 17,143,660</u>	<u>\$ 930,000</u>

**General Obligation Bonds**

	<u>Road Series 2014</u>	<u>Series 2015</u>
Amounts outstanding, July 31, 2024	\$1,710,000	\$3,145,000
Interest rates	2.50% to 3.75%	2.950% to 4.125%
Maturity dates, serially beginning/ending	September 1, 2024/2040	September 1, 2024/2030
Interest payment dates	September 1/March 1	September 1/March 1
Callable dates*	September 1, 2022	September 1, 2023

\*Or any date thereafter; callable at par plus accrued interest to the date of redemption.

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Notes to Financial Statements**  
**July 31, 2024**

	<u>Series 2016</u>	<u>Refunding Series 2016</u>
Amounts outstanding, July 31, 2024	\$2,080,000	\$410,000
Interest rates	3.00% to 4.00%	2.00% to 4.00%
Maturity dates, serially beginning/ending	September 1, 2031/2040	September 1, 2024/2026
Interest payment dates	September 1/March 1	September 1/March 1
Callable dates*	September 1, 2024	September 1, 2024
	<u>Refunding Series 2020</u>	<u>Refunding Road Series 2020</u>
Amounts outstanding, July 31, 2024	\$8,485,000	\$1,455,000
Interest rates	2.00% to 4.00%	2.00% to 4.00%
Maturity dates, serially beginning/ending	September 1, 2024/2040	September 1, 2024/2040
Interest payment dates	September 1/March 1	September 1/March 1
Callable dates*	September 1, 2025	September 1, 2025

\*Or any date thereafter; callable at par plus accrued interest to the date of redemption.

**Annual Debt Service Requirements**

The following schedule shows the annual debt service requirements to pay principal and interest on general obligation bonds outstanding at July 31, 2024:

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 930,000	\$ 497,763	\$ 1,427,763
2026	970,000	461,806	1,431,806
2027	1,005,000	426,238	1,431,238
2028	1,065,000	393,396	1,458,396
2029	1,110,000	361,152	1,471,152
2030-2034	5,020,000	1,338,149	6,358,149
2035-2039	4,990,000	683,265	5,673,265
2040-2041	2,195,000	65,143	2,260,143
Total	<u>\$ 17,285,000</u>	<u>\$ 4,226,912</u>	<u>\$ 21,511,912</u>

The bonds are payable from the proceeds of an ad valorem tax levied upon all property within the District subject to taxation, without limitation as to rate or amount.

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Notes to Financial Statements**  
**July 31, 2024**

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Bonds voted	\$ 29,750,000
Bonds sold:	
Water, sewer and drainage	17,185,000
Road	5,440,000
Recreational	3,350,000
Refunding bonds voted	17,850,000
Refunding bond authorization used	595,000

**Note 5. Significant Bond Resolution and Commission Requirements**

The Bond Resolutions require that the District levy and collect an ad valorem debt service tax sufficient to pay interest and principal on bonds when due. During the year ended July 31, 2024, the District levied an ad valorem debt service tax at the rate of \$0.1450 per \$100 of assessed valuation, which resulted in a tax levy of \$1,189,378 on the taxable valuation of \$820,260,560 for the 2023 tax year. The interest and principal requirements to be paid from the tax revenues are \$1,214,581, of which \$209,790 has been paid and \$1,004,791 is due September 1, 2024.

**Note 6. Maintenance Taxes**

At an election held November 8, 2005, voters authorized a maintenance tax not to exceed \$0.65 per \$100 of assessed valuation on all property within the District subject to taxation. During the year ended July 31, 2024, the District levied an ad valorem maintenance tax at the rate of \$0.0800 per \$100 of assessed valuation, which resulted in a tax levy of \$656,208 on the taxable valuation of \$820,260,560 for the 2023 tax year. The maintenance tax is being used by the general fund to pay expenditures of operating the District.

**Note 7. Road Debt Service Taxes**

At an election held November 8, 2005, voters authorized a road debt service tax on all property within the District subject to taxation in order to pay principal and interest on road bonds when due. During the year ended July 31, 2024, the District levied an ad valorem road debt service tax at the rate of \$0.0200 per \$100 of assessed valuation, which resulted in a tax levy of \$164,052 on the taxable valuation of \$820,260,560 for the 2023 tax year. The interest and principal requirements to be paid from the road debt service tax revenues are \$230,631, of which \$47,815 has been paid and \$182,816 is due September 1, 2024.

**Note 8. Contract With the City of Friendswood**

The District approved a contract with the City effective August 15, 2005, as amended. Under the terms of the contract, the District is to pay for construction of water distribution, sanitary sewer, drainage, detention, transportation and recreation facilities to serve the District.

The District shall be the owner of the system until the system is completed, approved by the City and conveyed to it, at which time ownership, excluding detention facilities, will vest in the City. The District will own and operate detention facilities to serve the District. Pursuant to the contract, the District shall have a security interest therein until all bonds issued by the District are retired.

**Note 9. Risk Management**

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the District carries commercial insurance. The District has not significantly reduced insurance coverage or had settlements which exceeded coverage amounts in the past three fiscal years.

***Required Supplementary Information***

**West Ranch Management District, a Component Unit of the City of Friendswood  
 Budgetary Comparison Schedule – General Fund  
 Year Ended July 31, 2024**

	<u>Original Budget</u>	<u>Final Amended Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenues</b>				
Property taxes	\$ 850,000	\$ 850,000	\$ 657,175	\$ (192,825)
Investment income	40,000	40,000	131,463	91,463
Total revenues	<u>890,000</u>	<u>890,000</u>	<u>788,638</u>	<u>(101,362)</u>
<b>Expenditures</b>				
Service operations:				
Professional fees	118,800	118,800	103,300	15,500
Contracted services	16,000	16,000	49,377	(33,377)
Repairs and maintenance	245,640	317,060	250,703	66,357
Other expenditures	9,600	26,600	6,920	19,680
Total expenditures	<u>390,040</u>	<u>478,460</u>	<u>410,300</u>	<u>68,160</u>
<b>Excess of Revenues Over Expenditures</b>	499,960	411,540	378,338	(33,202)
<b>Other Financing Sources</b>				
Developer contribution <sup>1</sup>	-	-	300,915	300,915
<b>Excess of Revenues and Other Financing Sources Over Expenditures and Other Financing Uses</b>	499,960	411,540	679,253	267,713
<b>Fund Balance, Beginning of Year</b>	<u>2,367,342</u>	<u>2,367,342</u>	<u>2,367,342</u>	<u>-</u>
<b>Fund Balance, End of Year</b>	<u>\$ 2,867,302</u>	<u>\$ 2,778,882</u>	<u>\$ 3,046,595</u>	<u>\$ 267,713</u>

<sup>1</sup>Received from the developer for their share of the 2019 West Ranch drainage improvements project.

***Budgets and Budgetary Accounting***

An annual operating budget is prepared for the general fund by the District's consultants. The budget reflects resources expected to be received during the year and expenditures expected to be incurred. The Board of Directors is required to adopt the budget prior to the start of its fiscal year. The budget is not a spending limitation (a legally restricted appropriation). The original budget of the general fund was amended during fiscal 2024.

The District prepares its annual operating budget on a basis consistent with accounting principles generally accepted in the United States of America. The Budgetary Comparison Schedule - General Fund presents the original and revised budget amounts, if revised, compared to the actual amounts of revenues and expenditures for the current year.

## ***Supplementary Information***

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Other Schedules Included Within This Report**  
**July 31, 2024**

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(Schedules included are checked or explanatory notes provided for omitted schedules.)

- [X] Notes Required by the Water District Accounting Manual  
See "Notes to Financial Statements," Pages 11-21
- [X] Schedule of Services
- [X] Schedule of General Fund Expenditures
- [X] Schedule of Temporary Investments
- [X] Analysis of Taxes Levied and Receivable
- [X] Schedule of Long-Term Debt Service Requirements by Years
- [X] Changes in Long-Term Bonded Debt
- [X] Comparative Schedule of Revenues and Expenditures – General Fund and  
Debt Service Fund – Five Years
- [X] Board Members, Key Personnel and Consultants

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Schedule of Services**  
**Year Ended July 31, 2024**

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1. Services provided by the District:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Retail Water   | <input type="checkbox"/> Wholesale Water      | <input checked="" type="checkbox"/> Drainage |
| <input type="checkbox"/> Retail Wastewater  | <input type="checkbox"/> Wholesale Wastewater | <input type="checkbox"/> Irrigation          |
| <input checked="" type="checkbox"/> Parks/Recreation  | <input type="checkbox"/> Fire Protection      | <input type="checkbox"/> Security            |
| <input type="checkbox"/> Solid Waste/Garbage  | <input type="checkbox"/> Flood Control        | <input type="checkbox"/> Roads               |
| <input type="checkbox"/> Participates in joint venture, regional system and/or wastewater service (other than emergency interconnect) |   |  |
| <input checked="" type="checkbox"/> Other <u>Water and wastewater services provided by the City of Friendswood.</u>                   |   |  |
-

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Schedule of General Fund Expenditures**  
**Year Ended July 31, 2024**

<b>Personnel (including benefits)</b>		\$	-
<b>Professional Fees</b>			
Auditing	\$	19,700	
Legal		69,763	
Engineering		13,837	
Financial advisor		-	103,300
<b>Purchased Services for Resale</b>			
Bulk water and wastewater service purchases			-
<b>Regional Water Authority</b>			-
<b>Contracted Services</b>			
Bookkeeping		17,325	
General manager		-	
Appraisal district		-	
Tax collector		-	
Security		32,052	
Other contracted services		-	49,377
<b>Utilities</b>			-
<b>Repairs and Maintenance</b>			250,703
<b>Administrative Expenditures</b>			
Directors' fees		-	
Office supplies		1,258	
Insurance		4,398	
Other administrative expenditures		1,264	6,920
<b>Capital Outlay</b>			
Capitalized assets		-	
Expenditures not capitalized		-	-
<b>Tap Connection Expenditures</b>			-
<b>Solid Waste Disposal</b>			-
<b>Debt Service Expenditures</b>			-
<b>Parks and Recreation</b>			-
<b>Other Expenditures</b>			-
Total expenditures		\$	<u><u>410,300</u></u>

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Schedule of Temporary Investments**  
**July 31, 2024**

	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Face Amount</u>	<u>Accrued Interest Receivable</u>
<b>General Fund</b>				
Certificate of Deposit				
No. 6000023389	5.25%	07/22/25	\$ 111,258	\$ 144
TexSTAR	5.33%	Demand	<u>2,653,622</u>	<u>-</u>
			<u>2,764,880</u>	<u>144</u>
<b>Debt Service Fund</b>				
TexSTAR	5.33%	Demand	417,276	-
TexSTAR	5.33%	Demand	<u>1,719,874</u>	<u>-</u>
			<u>2,137,150</u>	<u>-</u>
<b>Capital Projects Fund</b>				
TexSTAR	5.33%	Demand	190,759	-
TexSTAR	5.33%	Demand	<u>251,153</u>	<u>-</u>
			<u>441,912</u>	<u>-</u>
Totals			<u>\$ 5,343,942</u>	<u>\$ 144</u>

**West Ranch Management District, a Component Unit of the City of Friendswood  
 Analysis of Taxes Levied and Receivable  
 Year Ended July 31, 2024**

	<b>Maintenance Taxes</b>	<b>Debt Service Taxes</b>	<b>Road Debt Service Taxes</b>
<b>Receivable, Beginning of Year</b>	\$ 4,514	\$ 6,771	\$ 1,025
Additions and corrections to prior years' taxes	(295)	(348)	(61)
Adjusted receivable, beginning of year	<u>4,219</u>	<u>6,423</u>	<u>964</u>
<b>2023 Original Tax Levy</b>	633,372	1,147,987	158,343
Additions and corrections	<u>22,836</u>	<u>41,391</u>	<u>5,709</u>
Adjusted tax levy	<u>656,208</u>	<u>1,189,378</u>	<u>164,052</u>
Total to be accounted for	660,427	1,195,801	165,016
Tax collections: Current year	(653,519)	(1,184,503)	(163,380)
Prior years	<u>(3,656)</u>	<u>(5,579)</u>	<u>(836)</u>
Receivable, end of year	<u><u>\$ 3,252</u></u>	<u><u>\$ 5,719</u></u>	<u><u>\$ 800</u></u>
<b>Receivable, by Years</b>			
2023	\$ 2,689	\$ 4,875	\$ 672
2022	<u>563</u>	<u>844</u>	<u>128</u>
Receivable, end of year	<u><u>\$ 3,252</u></u>	<u><u>\$ 5,719</u></u>	<u><u>\$ 800</u></u>

**West Ranch Management District, a Component Unit of the City of Friendswood  
 Analysis of Taxes Levied and Receivable  
 Year Ended July 31, 2024**

**(Continued)**

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
<b>Property Valuations</b>				
Land	\$ 102,371,154	\$ 99,373,902	\$ 99,425,619	\$ 99,392,218
Improvements	803,413,402	704,110,784	632,137,968	564,516,159
Personal property	970,060	705,920	861,170	851,190
Exemptions	<u>(86,494,056)</u>	<u>(51,079,531)</u>	<u>(35,306,836)</u>	<u>(16,730,436)</u>
Total property valuations	<u>\$ 820,260,560</u>	<u>\$ 753,111,075</u>	<u>\$ 697,117,921</u>	<u>\$ 648,029,131</u>
<b>Tax Rates per \$100 Valuation</b>				
Maintenance tax rates*	\$ 0.0800	\$ 0.1100	\$ 0.1200	\$ 0.1700
Debt service tax rates	0.1450	0.1650	0.1750	0.2050
Road debt service tax rates	<u>0.0200</u>	<u>0.0250</u>	<u>0.0350</u>	<u>0.0550</u>
Total tax rates per \$100 valuation	<u>\$ 0.2450</u>	<u>\$ 0.3000</u>	<u>\$ 0.3300</u>	<u>\$ 0.4300</u>
<b>Tax Levy</b>	<u>\$ 2,009,638</u>	<u>\$ 2,259,333</u>	<u>\$ 2,300,489</u>	<u>\$ 2,786,525</u>
<b>Percent of Taxes Collected to Taxes Levied**</b>	<u>99%</u>	<u>99%</u>	<u>100%</u>	<u>100%</u>

\*Maximum tax rate approved by voters: \$0.65 on November 8, 2005

\*\*Calculated as taxes collected for a tax year divided by taxes levied for that tax year.

**West Ranch Management District, a Component Unit of the City of Friendswood  
Schedule of Long-Term Debt Service Requirements by Years  
July 31, 2024**

<u>Due During Fiscal Years Ending July 31</u>	<u>Road Series 2014</u>		
	<u>Principal Due September 1</u>	<u>Interest Due September 1, March 1</u>	<u>Total</u>
2025	\$ 70,000	\$ 57,956	\$ 127,956
2026	75,000	55,781	130,781
2027	75,000	53,531	128,531
2028	80,000	51,206	131,206
2029	85,000	48,731	133,731
2030	85,000	46,022	131,022
2031	90,000	43,069	133,069
2032	95,000	39,947	134,947
2033	100,000	36,594	136,594
2034	105,000	33,006	138,006
2035	110,000	29,244	139,244
2036	110,000	25,325	135,325
2037	115,000	21,247	136,247
2038	120,000	16,988	136,988
2039	125,000	12,469	137,469
2040	130,000	7,688	137,688
2041	140,000	2,625	142,625
Totals	<u>\$ 1,710,000</u>	<u>\$ 581,429</u>	<u>\$ 2,291,429</u>

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Schedule of Long-Term Debt Service Requirements by Years**  
**July 31, 2024**

**(Continued)**

<b>Due During Fiscal Years Ending July 31</b>	<b>Series 2015</b>		
	<b>Principal Due September 1</b>	<b>Interest Due September 1, March 1</b>	<b>Total</b>
2025	\$ 400,000	\$ 117,263	\$ 517,263
2026	415,000	102,281	517,281
2027	430,000	86,438	516,438
2028	445,000	69,196	514,196
2029	465,000	50,427	515,427
2030	485,000	30,834	515,834
2031	505,000	10,416	515,416
Totals	<u>\$ 3,145,000</u>	<u>\$ 466,855</u>	<u>\$ 3,611,855</u>

**West Ranch Management District, a Component Unit of the City of Friendswood  
Schedule of Long-Term Debt Service Requirements by Years  
July 31, 2024**

**(Continued)**

<u>Due During Fiscal Years Ending July 31</u>	<u>Series 2016</u>		
	<u>Principal Due September 1</u>	<u>Interest Due September 1, March 1</u>	<u>Total</u>
2025	\$ -	\$ 67,306	\$ 67,306
2026	-	67,306	67,306
2027	-	67,306	67,306
2028	-	67,306	67,306
2029	-	67,306	67,306
2030	-	67,306	67,306
2031	-	67,306	67,306
2032	185,000	63,606	248,606
2033	195,000	56,006	251,006
2034	195,000	49,182	244,182
2035	195,000	43,332	238,332
2036	210,000	37,256	247,256
2037	215,000	30,882	245,882
2038	220,000	24,220	244,220
2039	215,000	17,422	232,422
2040	225,000	10,547	235,547
2041	225,000	3,516	228,516
Totals	<u>\$ 2,080,000</u>	<u>\$ 807,111</u>	<u>\$ 2,887,111</u>

**West Ranch Management District, a Component Unit of the City of Friendswood  
 Schedule of Long-Term Debt Service Requirements by Years  
 July 31, 2024**

**(Continued)**

<b>Due During Fiscal Years Ending July 31</b>	<b>Refunding Series 2016</b>		
	<b>Principal Due September 1</b>	<b>Interest Due September 1, March 1</b>	<b>Total</b>
2025	\$ 130,000	\$ 13,800	\$ 143,800
2026	135,000	8,500	143,500
2027	145,000	2,900	147,900
Totals	<u>\$ 410,000</u>	<u>\$ 25,200</u>	<u>\$ 435,200</u>

West Ranch Management District, a Component Unit of the City of Friendswood  
 Schedule of Long-Term Debt Service Requirements by Years  
 July 31, 2024

(Continued)

Due During Fiscal Years Ending July 31	Refunding Series 2020		
	Principal Due September 1	Interest Due September 1, March 1	Total
2025	\$ 265,000	\$ 206,113	\$ 471,113
2026	275,000	195,313	470,313
2027	285,000	185,538	470,538
2028	465,000	176,613	641,613
2029	480,000	167,163	647,163
2030	495,000	157,413	652,413
2031	500,000	147,462	647,462
2032	515,000	137,312	652,312
2033	520,000	126,312	646,312
2034	535,000	114,443	649,443
2035	550,000	101,550	651,550
2036	565,000	87,612	652,612
2037	575,000	73,362	648,362
2038	590,000	58,800	648,800
2039	605,000	43,106	648,106
2040	625,000	26,193	651,193
2041	640,000	8,800	648,800
Totals	\$ 8,485,000	\$ 2,013,105	\$ 10,498,105

**West Ranch Management District, a Component Unit of the City of Friendswood  
 Schedule of Long-Term Debt Service Requirements by Years  
 July 31, 2024**

**(Continued)**

Due During Fiscal Years Ending July 31	Refunding Road Series 2020		
	Principal Due September 1	Interest Due September 1, March 1	Total
2025	\$ 65,000	\$ 35,325	\$ 100,325
2026	70,000	32,625	102,625
2027	70,000	30,525	100,525
2028	75,000	29,075	104,075
2029	80,000	27,525	107,525
2030	75,000	25,975	100,975
2031	80,000	24,325	104,325
2032	85,000	22,469	107,469
2033	85,000	20,556	105,556
2034	90,000	18,588	108,588
2035	85,000	16,619	101,619
2036	90,000	14,538	104,538
2037	95,000	12,225	107,225
2038	95,000	9,850	104,850
2039	105,000	7,218	112,218
2040	105,000	4,331	109,331
2041	105,000	1,443	106,443
Totals	<u>\$ 1,455,000</u>	<u>\$ 333,212</u>	<u>\$ 1,788,212</u>

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Schedule of Long-Term Debt Service Requirements by Years**  
**July 31, 2024**

**(Continued)**

<u>Due During Fiscal Years Ending July 31</u>	<u>Annual Requirements For All Series</u>		
	<u>Total Principal Due</u>	<u>Total Interest Due</u>	<u>Total Principal and Interest Due</u>
2025	\$ 930,000	\$ 497,763	\$ 1,427,763
2026	970,000	461,806	1,431,806
2027	1,005,000	426,238	1,431,238
2028	1,065,000	393,396	1,458,396
2029	1,110,000	361,152	1,471,152
2030	1,140,000	327,550	1,467,550
2031	1,175,000	292,578	1,467,578
2032	880,000	263,334	1,143,334
2033	900,000	239,468	1,139,468
2034	925,000	215,219	1,140,219
2035	940,000	190,745	1,130,745
2036	975,000	164,731	1,139,731
2037	1,000,000	137,716	1,137,716
2038	1,025,000	109,858	1,134,858
2039	1,050,000	80,215	1,130,215
2040	1,085,000	48,759	1,133,759
2041	1,110,000	16,384	1,126,384
Totals	<u>\$ 17,285,000</u>	<u>\$ 4,226,912</u>	<u>\$ 21,511,912</u>

**West Ranch Management District, a Component Unit of the City of Friendswood**  
**Changes in Long-Term Bonded Debt**  
**Year Ended July 31, 2024**

**Bond**

	<b>Road Series 2014</b>	<b>Series 2015</b>	<b>Series 2016</b>
Interest rates	2.50% to 3.75%	2.950% to 4.125%	3.00% to 4.00%
Dates interest payable	September 1/ March 1	September 1/ March 1	September 1/ March 1
Maturity dates	September 1, 2024/2040	September 1, 2024/2030	September 1, 2031/2040
Bonds outstanding, beginning of current year	\$ 1,780,000	\$ 3,530,000	\$ 2,080,000
Retirements, principal	<u>70,000</u>	<u>385,000</u>	<u>-</u>
Bonds outstanding, end of current year	<u>\$ 1,710,000</u>	<u>\$ 3,145,000</u>	<u>\$ 2,080,000</u>
Interest paid during current year	<u>\$ 59,881</u>	<u>\$ 131,104</u>	<u>\$ 67,306</u>

Paying agent's name and address:

**Series 2014 Rd** - Regions Bank  
**Series 2015** - Regions Bank  
**Series 2016** - Regions Bank  
**Series 2016 Ref** - Regions Bank  
**Series 2020 Ref** - Regions Bank  
**Series 2020 Rd Ref** - Regions Bank

Bond authority:

	<b>Tax Bonds</b>	<b>Other Bonds</b>	<b>Refunding Bonds</b>
Amount authorized by voters	\$ 29,750,000	\$ -	\$ 17,850,000
Amount issued	\$ 25,975,000	\$ -	\$ 595,000
Remaining to be issued	<u>\$ 3,775,000</u>	<u>\$ -</u>	<u>\$ 17,255,000</u>

Debt service fund cash and temporary investment balances as of July 31, 2024: \$ 2,223,163

Average annual debt service payment (principal and interest) for remaining term of all debt: \$ 1,265,407

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**Issues**

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<u>Refunding Series 2016</u>	<u>Refunding Series 2020</u>	<u>Refunding Road Series 2020</u>	<u>Totals</u>
2.00% to 4.00%	2.00% to 4.00%	2.00% to 4.00%	
September 1/ March 1	September 1/ March 1	September 1/ March 1	
September 1, 2024/2026	September 1, 2024/2040	September 1, 2024/2040	
\$ 540,000	\$ 8,735,000	\$ 1,520,000	\$ 18,185,000
<u>130,000</u>	<u>250,000</u>	<u>65,000</u>	<u>900,000</u>
<u>\$ 410,000</u>	<u>\$ 8,485,000</u>	<u>\$ 1,455,000</u>	<u>\$ 17,285,000</u>
<u>\$ 17,700</u>	<u>\$ 216,413</u>	<u>\$ 37,925</u>	<u>\$ 530,329</u>

**West Ranch Management District, a Component Unit of the City of Friendswood  
Comparative Schedule of Revenues and Expenditures – General Fund  
Five Years Ended July 31,**

	Amounts				
	2024	2023	2022	2021	2020
<b>General Fund</b>					
<b>Revenues</b>					
Property taxes	\$ 657,175	\$ 827,658	\$ 839,910	\$ 1,098,839	\$ 810,615
Investment income	131,463	81,724	5,492	1,752	13,883
Total revenues	<u>788,638</u>	<u>909,382</u>	<u>845,402</u>	<u>1,100,591</u>	<u>824,498</u>
<b>Expenditures</b>					
Service operations:					
Professional fees	103,300	130,523	87,627	75,354	99,289
Contracted services	49,377	18,350	13,981	11,100	11,400
Repairs and maintenance	250,703	118,897	207,065	79,202	155,210
Other expenditures	6,920	7,576	4,248	11,068	5,070
Capital outlay	-	-	-	3,432	906,527
Debt service:					
Principal retirement	-	-	1,735,000	-	-
Interest and fees	-	-	1,557	-	-
Total expenditures	<u>410,300</u>	<u>275,346</u>	<u>2,049,478</u>	<u>180,156</u>	<u>1,177,496</u>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<u>378,338</u>	<u>634,036</u>	<u>(1,204,076)</u>	<u>920,435</u>	<u>(352,998)</u>
<b>Other Financing Sources</b>					
Interfund transfers in	-	-	-	673,526	-
Developer contribution	300,915	-	-	-	-
Total other financing sources	<u>300,915</u>	<u>-</u>	<u>-</u>	<u>673,526</u>	<u>-</u>
<b>Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and Other Financing Uses</b>	679,253	634,036	(1,204,076)	1,593,961	(352,998)
<b>Fund Balance, Beginning of Year</b>	<u>2,367,342</u>	<u>1,733,306</u>	<u>2,937,382</u>	<u>1,343,421</u>	<u>1,696,419</u>
<b>Fund Balance, End of Year</b>	<u>\$ 3,046,595</u>	<u>\$ 2,367,342</u>	<u>\$ 1,733,306</u>	<u>\$ 2,937,382</u>	<u>\$ 1,343,421</u>
<b>Total Active Retail Water Connections</b>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<b>Total Active Retail Wastewater Connections</b>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

**Percent of Fund Total Revenues**

<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
83.3 %	91.0 %	99.4 %	99.8 %	98.3 %
<u>16.7</u>	<u>9.0</u>	<u>0.6</u>	<u>0.2</u>	<u>1.7</u>
<u>100.0</u>	<u>100.0</u>	<u>100.0</u>	<u>100.0</u>	<u>100.0</u>
13.1	14.4	10.4	6.9	12.0
6.2	2.0	1.6	1.0	1.4
31.8	13.1	24.5	7.2	18.8
0.9	0.8	0.5	1.0	0.6
-	-	-	0.3	110.0
-	-	205.2	-	-
-	-	<u>0.2</u>	-	-
<u>52.0</u>	<u>30.3</u>	<u>242.4</u>	<u>16.4</u>	<u>142.8</u>
<u><u>48.0 %</u></u>	<u><u>69.7 %</u></u>	<u><u>(142.4) %</u></u>	<u><u>83.6 %</u></u>	<u><u>(42.8) %</u></u>

**West Ranch Management District, a Component Unit of the City of Friendswood  
Comparative Schedule of Revenues and Expenditures – Debt Service Fund  
Five Years Ended July 31,**

	Amounts				
	2024	2023	2022	2021	2020
<b>Debt Service Fund</b>					
<b>Revenues</b>					
Property taxes	\$ 1,354,298	\$ 1,429,185	\$ 1,469,355	\$ 1,685,472	\$ 1,800,772
Penalty and interest	9,988	11,061	13,286	24,418	16,600
Investment income	86,953	71,320	6,771	1,334	10,687
Total revenues	<u>1,451,239</u>	<u>1,511,566</u>	<u>1,489,412</u>	<u>1,711,224</u>	<u>1,828,059</u>
<b>Expenditures</b>					
Service operations:					
Professional fees	2,652	1,609	5,319	2,747	2,859
Contracted services	32,233	46,739	39,837	43,425	31,387
Other expenditures	3,484	9,134	10,985	18,828	5,136
Debt service:					
Principal retirement	900,000	865,000	965,000	850,000	830,000
Interest and fees	534,361	564,524	627,472	618,523	913,438
Debt issuance costs	-	-	-	1,300	416,412
Debt defeasance	-	-	-	-	167,000
Total expenditures	<u>1,472,730</u>	<u>1,487,006</u>	<u>1,648,613</u>	<u>1,534,823</u>	<u>2,366,232</u>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<u>(21,491)</u>	<u>24,560</u>	<u>(159,201)</u>	<u>176,401</u>	<u>(538,173)</u>
<b>Other Financing Sources (Uses)</b>					
General obligation bonds issued	-	-	-	-	10,590,000
Discount on debt issued	-	-	-	-	(99,494)
Deposit with escrow agent	-	-	-	-	(10,061,493)
Total other financing sources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>429,013</u>
<b>Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and Other Financing Uses</b>	<u>(21,491)</u>	<u>24,560</u>	<u>(159,201)</u>	<u>176,401</u>	<u>(109,160)</u>
<b>Fund Balance, Beginning of Year</b>	<u>2,248,540</u>	<u>2,223,980</u>	<u>2,383,181</u>	<u>2,206,780</u>	<u>2,315,940</u>
<b>Fund Balance, End of Year</b>	<u>\$ 2,227,049</u>	<u>\$ 2,248,540</u>	<u>\$ 2,223,980</u>	<u>\$ 2,383,181</u>	<u>\$ 2,206,780</u>

**Percent of Fund Total Revenues**

<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
93.3 %	94.6 %	98.7 %	98.5 %	98.5 %
0.7	0.7	0.9	1.4	0.9
6.0	4.7	0.4	0.1	0.6
<u>100.0</u>	<u>100.0</u>	<u>100.0</u>	<u>100.0</u>	<u>100.0</u>
0.2	0.1	0.4	0.2	0.2
2.2	3.1	2.7	2.5	1.7
0.3	0.6	0.7	1.1	0.3
62.0	57.2	64.8	49.7	45.4
36.8	37.4	42.1	36.1	49.9
-	-	-	0.1	22.8
-	-	-	-	9.1
<u>101.5</u>	<u>98.4</u>	<u>110.7</u>	<u>89.7</u>	<u>129.4</u>
<u><u>(1.5) %</u></u>	<u><u>1.6 %</u></u>	<u><u>(10.7) %</u></u>	<u><u>10.3 %</u></u>	<u><u>(29.4) %</u></u>

**West Ranch Management District, a Component Unit of the City of Friendswood  
Board Members, Key Personnel and Consultants  
Year Ended July 31, 2024**

Complete District mailing address:	West Ranch Management District, a Component Unit of the City of Friendswood c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027
District business telephone number:	713.860.6400
Submission date of the most recent District Registration Form (TWC Sections 36.054 and 49.054):	July 11, 2023
Limit on fees of office that a director may receive during a fiscal year:	\$ 7,200

<u>Board Members</u>	<u>Term of Office Elected &amp; Expires</u>	<u>Fees*</u>	<u>Expense Reimbursements</u>	<u>Title at Year-End</u>
Brian Gibson	Appointed 06/21- 06/25	\$ -	\$ -	President
Sawyer Blackburn	Appointed 06/23- 06/27	-	-	Vice President/ Assistant Secretary
Doug Konopka	Appointed 06/21- 06/25	-	-	Secretary
Dennis Barber	Appointed 06/23- 06/27	-	-	Director
Gregory Reid Wiseman	Appointed 06/23- 06/25	-	-	Director

\*The District is a management district, therefore, no directors' fees are paid.

**West Ranch Management District, a Component Unit of the City of Friendswood  
Board Members, Key Personnel and Consultants  
Year Ended July 31, 2024**

**(Continued)**

<b>Consultants</b>	<b>Date Hired</b>	<b>Fees and Expense Reimbursements</b>	<b>Title</b>
Allen Boone Humphries Robinson LLP	08/24/05	\$ 61,482	General Counsel
Assessments of the Southwest, Inc.	10/01/05	24,660	Tax Assessor/ Collector
BGE, Inc.	02/01/06	13,837	Engineer
Forvis Mazars, LLP	09/06/06	19,700	Auditor
Galveston Central Appraisal District	Legislative Action	11,007	Appraiser
Myrtle Cruz, Inc.	10/05/05	18,123	Bookkeeper
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	05/03/06	2,652	Delinquent Tax Attorney
Robert W. Baird & Co., Incorporated	02/04/15	-	Financial Advisor
<b>Investment Officer</b>			
Mary Jarmon	11/06/13	N/A	Bookkeeper

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/02/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update concerning National Park and Recreation Month - July 2025.

Originating Department: Parks and Recreation

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

Launched in 1985, this year marks the 40th anniversary of Park and Recreation Month! This year's theme, "Build Together, Play Together," reminds us of the contributions of more than 160,000 full-time park and recreation professionals — along with hundreds of thousands of part-time and seasonal workers and volunteers — who maintain our country's close-to-home parks.

National Park and Recreation Month acknowledges the significant role that parks and recreation play in enhancing communities. Recognizing July as Park and Recreation Month underscores the multifaceted benefits that parks and recreation bring to communities, promoting health, well-being, economic growth, and environmental sustainability.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. PRM Poster
2. PRM logo



**BUILD**   
 TOGETHER **Play**  
 TOGETHER

CELEBRATING  
**40**  
 YEARS

NRPA'S  
 PARK AND RECREATION  
 MONTH



NATIONAL  
 RECREATION AND PARK  
 ASSOCIATION

[www.nrpa.org/july](http://www.nrpa.org/july)

Presented By



Sponsored By



NRPA'S PARK AND  
RECREATION MONTH

**BUILD**

**TOGETHER**

*Play*

**TOGETHER**

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**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/02/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Receive an update on Movies in the Park.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

Join the Parks & Rec Department at the Friendswood City Pool this summer for our Dive-In Movie series! Enjoy a family-friendly film while lounging deck side or making waves in the water! Snacks, refreshments, and relaxation will be available for all.

The Movie in the Park Friday series begins July 18th with 3 great movies scheduled every Friday night through August 1st.

The movies will be shown at the Stevenson Park Pool, located at 900 Cedarwood Avenue. Gates to the pool open at 7:00 p.m., and the movie begins at sundown! Entry fee to the pool for Dive-In movies will be only \$1; free for anyone 2 and under or 60 and over.

Please note that lawn chairs, blankets, food, and beverages are allowed, but no glass containers. Snacks and drinks from food vendors will be available for purchase at the event.

2025 series line-up:

- July 18 - Wicked (PG)
- July 25 - The Wild Robot (PG)
- August 1 - Guardians of the Galaxy (PG-13)

For more information, visit <https://www.ci.friendswood.tx.us/382/Movies-in-the-Park-July-August>, call 281-996-3220, or email [rec@Friendswood.com](mailto:rec@Friendswood.com).

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. 2025 Movies in the Park Flyer

# DIVE-IN MOVIES

MOVIES BEGIN AT DUSK | \$1 PER PERSON (2 & UNDER FREE)

JULY 18



JULY 25



AUGUST 1



NOW SHOWING AT THE  
STEVENSON PARK POOL



**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/02/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Receive an update regarding the Friendswood Library Summer Reading Challenge.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows the City Manager to provide an update regarding the Friendswood Library Summer Reading Program at the library:

- Friendswood Library had 1,073 children and young adults register for Summer Reading between May 23<sup>rd</sup> and June 20<sup>th</sup>.
- Between May 23<sup>rd</sup> and June 20<sup>th</sup> our Summer Readers have read a combined 5,298 hours, or 221 days.
- The library facility has served 16,283 people for summer programs and reading from May 23<sup>rd</sup> to June 18<sup>th</sup>.

The Reading Challenge runs through August 9<sup>th</sup> so there is still plenty of time to enjoy reading, prizes, and programs.

Visit the library website to register and learn more about prizes and summer activities at:  
<https://www.friendswood.lib.tx.us/>.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 07/03/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update to Friendswood PD Drone as a First Responder Program.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows the City Manager to present an update with regard to Friendswood PD Drone as a First Responder Program. This program allows drones to be deployed by emergency services (like police or fire departments) as a first line of response to incidents, providing situational awareness and potentially assisting with other tasks.

After months of preparation, Friendswood Police Department has officially cleared a major milestone on their path to Drone as First Responder (DFR) as they recently received a BVLOS (Beyond Visual Line of Sight) Waiver. These waivers are crucial for expanding the use of drones in various municipalities, enabling tasks like infrastructure inspections and search and rescue operations. This waiver was a huge hurdle, requiring Friendswood PD to justify their approach, mitigate risks, and ensure preparedness — and they did it! The next step will be to acquire a dock at a suitable location to continue progressing toward PD's DFR goals.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. On Patrol Newsletter Excerpt

# ON PATROL



QUARTERLY UPDATE

## REACHING NEW HEIGHTS

### FRIENDSWOOD POLICE DEVELOPING DRONE FIRST RESPONDER (DFR) PROGRAM

In May 2019, the Friendswood Police Department certified its very first drone operator, marking the beginning of the agency's journey into drone technology. Initially, drones were deployed reactively - officers would arrive at a scene, assess the situation, and then request a drone if needed. These flying tools quickly proved their value playing a vital role in tasks such as reconstructing accident scenes, locating missing persons, and providing overwatch during critical incidents.

Now, as we look ahead to 2026, Friendswood PD is ready to take things to new heights with an exciting upgrade: **Drone First Responder (DFR) Program**.

What's different about DFR? Instead of waiting for officers to arrive on a scene, drones will be dispatched—getting to the scene quickly and providing a live video feed to responding officers and dispatch. This gives officers the ability to see what is happening at a location before they even step out of their vehicles, helping them respond faster and smarter.



The department is already taking steps to get this initiative off the ground, by investing in technology to make it possible. The department recently invested in DroneSense, a powerful new software platform that makes it possible for dispatchers and officers to watch live video and receive night time thermal images from the drone—giving them a real-time view of what's happening on the ground which will improve safety to both the community and the officers.

The next big step? Getting the approved waivers from the Federal Aviation Administration (FAA) to fly drones Beyond Visual Line of Sight (BVLOS)—up to 2 miles away from their starting point. Once approved, the department will have the ability to launch drones from multiple locations across Friendswood, covering the city's entire 12.2 square miles.

With 9 drones and 12 trained pilots already in place, FPD is excited about this new safety tool and its benefits for increased community and officer safety.

**SCAN HERE TO WATCH A DRONE SCENARIO VIDEO**



**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/09/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Friendswood EMS for receiving the American Heart Association's Mission: Lifeline Gold Achievement Award and the Target: Heart Attack Honor Roll Recognition.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

Friendswood VFD EMS is proud to be nationally recognized by the American Heart Association for our commitment to providing research-based, high-quality heart attack and stroke care with a Mission: Lifeline Gold Achievement Award and the Target: Heart Attack Honor Roll Recognition for the 9<sup>th</sup> consecutive year.

Friendswood VFD EMS is a part of an elite group of pre-hospital providers recognized by the American Heart Association for their commitment and success in implementing a higher standard of care, by ensuring that every STEMI patient receives treatment according to nationally accepted evidence-based guideline recommendations and standards. Earning the Mission: Lifeline Gold achievement award demonstrates adherence to the latest research-based clinical practices to support better outcomes for patients.

The American Heart Association's Mission: Lifeline System of Care Target: Heart Attack Honor Roll Award highlights the collaboration and contributions of both pre-hospital and hospital providers. This time-critical award level is limited to those agencies that provide patient transport to STEMI-receiving and STEMI-referring centers.

Be confident in the consistent care that Friendswood VFD EMS provides. Friendswood EMS' dedication to ensuring that all heart attack and stroke patients have access to best practices and life-saving care.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. EMS Picture
2. ML EMS-TS\_THA\_2025\_Gold\_4C



FRIENDSWOOD  
EMS  
EMERGENCY

DENNETH ROY

BRITTNEY NELSON  
PARAMEDIC

CAPTAIN

EMERGENCY  
CAPTAIN

2025 Mission: Lifeline EMS Recognition

Friendwood EMS  
Friendwood, Texas

EMERGENCY  
GOLD  
Award Level

Mission: Lifeline  
American Heart Association

X1001



**American  
Heart  
Association.**

**EMS**

**2025  
GOLD**

**TARGET: STROKE HONOR ROLL**

**TARGET: HEART ATTACK HONOR ROLL**

**Mission:  
Lifeline®**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/27/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Heather Van Dine, Assistant Director of Engineering, for receiving the D. Ray Jones Scholarship from the American Public Works Association (APWA) Southeast Branch.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows the City Manager to recognize Heather Van Dine, Assistant Director of Engineering over Operations for the City of Friendswood, for being selected to receive the prestigious D. Ray Jones Scholarship from the American Public Works Association Southeast Branch.

The APWA is a national organization supporting public works professionals across multiple disciplines, including engineering, utilities, and infrastructure management. Heather is currently pursuing a degree in Public Administration while continuing to serve in a key leadership role for the City. The scholarship recognizes individuals who demonstrate exceptional commitment to advancing the public works profession through continued education and service.

Heather's achievement reflects the City's investment in cultivating leadership. We're proud to celebrate her recognition at the regional level. Heather will be formally recognized at a scholarship luncheon on July 8th in Houston.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/12/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the City Manager to execute a depository services contract and related agreements with Wells Fargo Bank, N.A.

Originating Department: Finance

Degree of importance: Significant

**SUMMARY / ORIGINATING CAUSE**

On June 2, 2025, the City Council designated Wells Fargo, N.A., as its depository and authorized an agreement for depository services. After Council's approval of the agreement, Wells Fargo indicated it desired some updated terms, including the following:

1. incorporation of the 2014 Depository Pledge Agreement, and
2. references to exceptions taken in its response to the City's request for applications.

The City and its consultant have reviewed the same and find them to be satisfactory. Therefore, this item allows Council to approve the new depository agreement with updated terms.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

The City's current depository contract will expire on July 31, 2025.

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Depository Services Contract - Wells Fargo Bank

## DEPOSITORY SERVICES CONTRACT

**THIS DEPOSITORY SERVICES CONTRACT**, hereinafter called the “Contract”, is made and entered into on the date last herein written by and between the City of Friendswood, Texas, hereinafter called the “City”, and Wells Fargo Bank, N.A., a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the “Bank”, and provides as follows:

1. **Designation of Depository.** The City, through action of the City Council, on July 7, 2025, hereby designates the Bank as a primary depository bank for the period beginning August 1, 2025, and continuing through July 31, 2027, with the option for three (3) one-year extensions under the same terms and conditions at the sole election of the City. Any option exercised by the City will be subject to mutual consent of the parties.

2. **General.** All services rendered to the City by the Bank under this Contract shall be performed promptly, and efficiently in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instructions of the City pursuant to the Bank’s standard operations, policies, and procedures.

3. **Scope of Services.** The Bank agrees to provide those services as described in the City’s Request for Application for Depository Bank Services released on December 11, 2024, hereinafter referred to as the “RFA”. The RFA (except to the extent Bank took specific exceptions in the Bank’s Application) and the Bank’s response to the RFA, hereinafter referred to as the “Application”, are incorporated herein by reference. The Bank acknowledges that all services performed by the Bank are subject to the approval of the City. The Bank agrees to provide additional services as requested from time to time by the City and mutually agreed upon by the Bank.

The City expects the institution to cash checks issued to employees (with proper identification) without service charges or fees to the employee or the City, and without requiring the employee to open an account with the institution. The Bank will issue stop payments upon telephone or internet communication from the City’s representative. If the stop payment is issued by telephone, the City will provide written confirmation of the telephone transaction. The Bank will send the City written confirmation of any stop payment.

4. **City Representatives.** During the term of this Contract, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfers by written instrument.

5. **Collateralization.** The Collateralization of public funds will be in accordance with the terms of the Depository Pledge Agreement, executed by and between the Bank, the City and the Custodian, and attached hereto as Attachment A..

7. **Entire Agreement.** This Contract includes this Depository Services Contract, the Bank’s Application, the City’s RFA (except to the extent Bank took specific exceptions in the Bank’s Application), and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the “Banking Agreements”), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms

and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

13. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

14. **Compensation.** The City and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Application accepted by the City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

15. **Consideration.** The Banking Agreements, are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Counterparts.** This Contract and other agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

17. **Authority to Execute.** The individuals executing this Contract and other agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Contract and other agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Contract and other agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

18. **Governing Law and Venue.** This Contract shall be governed by the applicable federal laws of the United States and where no conflict exists, the applicable laws of the State of Texas. Federal or State Courts of Galveston County shall be the venue for any lawsuit arising out of this Contract.

19. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

20. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2276.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott energy companies; and
- (2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**21. Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.**

Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with at least 10 full-time employees; and
- (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) Contracts with a sole-source provider; or
- (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

To the extent that Chapters 2271, 2274 and 2276 of the Texas Government Code (the "Anti-Boycott Statutes") applies to this Agreement, the certification shall be made subject to applicable U.S. federal law, including, without limitation, 50 U.S.C. Sections 4841-4843 and shall not survive termination of the Agreement. Terms used in Sections 19-20 of this Agreement, including without limitation "boycott energy companies" and "discriminate against a firearm entity or firearm trade association", will have the meanings assigned thereto in the Anti-Boycott Statutes.

**22. Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

**City:** City of Friendswood  
**Attn:** 910 S. Friendswood Drive

Friendswood, Texas 77546

**Bank:** Wells Fargo Bank, N.A.

Attn:

Changes to notice information may be made by either party with written notification to the other party. Notwithstanding the above, all routine and day-to-day transactional communications, including notices, updates, and confirmations, may be delivered via email and shall be deemed received upon successful transmission to the recipient's designated email address.

23. **Non-Waiver.** Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

24. **Ambiguity.** 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.

25. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

26. **Binding Commitment.** The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and the Texas Local Government Code.

27. **Right to Terminate.** The City shall have the right to terminate this Contract prior to the expiration date by advance written notice to the Bank of its election to do so, and this Contract shall be void from and after the expiration of ninety (90) days after the receipt of such notice; provided all provisions of this agreement have been fulfilled. Additionally, the City may terminate this Contract if the Bank breaches this Agreement. A breach of this Contract shall include, but not be limited to: (a) the failure, closure or forced reorganization of the Bank during the term of this Contract or (b) the violation of any provision of this Contract.

28. **Continuation.** Unless this contract is terminated sooner, the Bank's designation as the primary City Depository will remain continuously in effect through July 31, 2030, subject to execution of the extension options.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF FRIENDSWOOD, TEXAS

WELLS FARGO BANK, N.A.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

Date:

ATTEST:

ATTEST

By:

By:

Name:

Name:

Title:

Title:

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/12/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider the First Amendment to the Economic Development Agreement with BSM Associates, LLC, regarding the construction and build-out of a commercial educational facility.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

On August 2, 2023, the City and BSM Associates, LLC (the "Developer") entered into an Economic Development Agreement (the "Agreement") consistent with the City's Chapter 380 Economic Development Program (the "Program"). Pursuant to the Agreement, the Developer was required (i) to construct a 15,500-square-foot Montessori school on the property located at 1610 West Blvd, Friendswood, Galveston County, Texas, and (ii) to create and maintain throughout the Agreement a taxable value of at least \$2,250,000 as assessed by the Galveston Central Appraisal District ("GCAD"). In exchange therefor, the City was required to pay the Developer an economic incentive grant of \$22,500.

The Developer completed the Project and received a Certificate of Occupancy on May 5, 2025. However, GCAD appraised the property for \$2,009,310, which is \$240,690.00 less than the minimum taxable value specified in the Agreement. The Developer has requested that the Agreement be amended to extend the completion date and to reduce both the taxable value and the economic incentive. As such, this First Amendment extends the project completion date and reduces the minimum taxable value to \$2,009,310 and reduces economic incentive grant to \$20,093.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. 1st Amendment - BSM Associates

**FIRST AMENDMENT  
TO THE  
ECONOMIC DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON §

This First Amendment ("First Amendment") to that certain "Economic Development Agreement" (the "Agreement") between BSM Associates, LLC, a Texas limited liability company (the "Developer") and the City of Friendswood, a home-rule municipal corporation, located in Galveston and Harris Counties, Texas ("City"), is made by and between the same parties on the date hereinafter last specified.

WHEREAS, consistent with the City's Chapter 380 Economic Development Program (the "Program"), the City and the Developer entered into the Agreement having an effective date of August 2, 2023; and

WHEREAS, the Agreement required the Developer (i) to construct a 15,500-square-foot Montessori school on the property located at 1610 West Blvd, Friendswood, Galveston County, Texas, and (ii) to create and maintain throughout the Agreement a taxable value of at least TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00) as assessed by the Galveston Central Appraisal District ("GCAD"); and

WHEREAS, in exchange therefor, the City agreed to pay an economic incentive grant in the amount of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$22,500.00); and

WHEREAS, the Developer completed the project by the required completion date of December 31, 2024; however, GCAD appraised the property for TWO MILLION NINE THOUSAND THREE HUNDRED TEN AND NO/100 DOLLARS (\$2,009,310.00), which is TWO HUNDRED FORTY THOUSAND SIX HUNDRED NINETY AND NO/100 DOLLARS (\$240,690.00) less than the minimum taxable value specified in the Agreement; and

WHEREAS, the Developer and the City desire to amend the Agreement to reduce the taxable value contained in the Agreement and to reduce the amount of the economic incentive grant to be paid by the City.

WHEREAS, the City hereby finds and determines that the Agreement, as amended in this First Amendment, meets the minimum eligibility requirements for an economic incentive grant pursuant to the Program; encourages new private investment and employment, and acts as a catalyst for further economic development in the City;

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

1. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this First Amendment shall have the same meanings as in the Agreement.
  
2. Amendments.
  - 2.01 Article II "Definitions," Section 2.03 of the Agreement is hereby amended to read as follows:

**II.  
Definitions**

- 2.03 "Completion Date" means the date the Developer receives a certificate of occupancy for the Project or May 31, 2025, whichever is earlier.
- 2.02 Article III "Developer's Obligations," Section 3.02 "Creation of Taxable Value" of the Agreement is hereby amended to read as follows:

**III.  
Developer's Obligations**

- 3.02 Creation of Taxable Value. By tax year 2025, the Developer agrees that the Property's improvements will have a taxable value of at least TWO MILLION TWO MILLION NINE THOUSAND THREE HUNDRED TEN AND NO/100 DOLLARS (\$2,009,310.00), as assessed by GCAD. Thereafter, throughout the term of this Agreement, the Property and improvements thereon must maintain, at a minimum, such taxable value.
- 2.03 Article IV "City's Obligations," Section 4.01 "Economic Incentive Grant" of the Agreement is hereby amended to read as follows:

**IV.  
City's Obligations**

- 4.01 Economic Incentive Grant.  
The City shall pay to the Developer an Economic Development Grant pursuant to the Program in amount of TWENTY THOUSAND NINETY-THREE AND NO/100 DOLLARS (\$20,093.00) within thirty (30) days after the Completion Date; provided the Developer has received a certificate of occupancy for the Project by such date and has provided proof of membership in the Friendswood Chamber of Commerce. The Economic Incentive Grant shall be subject to recapture in accordance with Section 3.03.
3. Miscellaneous Provisions.
- 3.01 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this First Amendment.
- 3.02. Entire Agreement. The provisions of this First Amendment and the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.
- 3.03 Interpretation. This First Amendment has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this First Amendment.
- 3.04 Captions. Captions contained in the Agreement and this First Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.

3.05 No Waiver. By this First Amendment, 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 First Amendment, the Agreement, or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this First Amendment or in the Agreement shall be construed in any way to limit or to waive the City's sovereign immunity.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment, this \_\_\_ day of July, 2025.

CITY OF FRIENDSWOOD, TEXAS

\_\_\_\_\_  
MORAD KABIRI, City Manager

\_\_\_\_\_  
(Date)

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

BSM ASSOCIATES, LLC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

STATE OF TEXAS       §  
                                  §  
COUNTY OF           §

The foregoing instrument was acknowledged before me on this the \_\_\_ day of July, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of BSM Associates, LLC.

[ SEAL ]

\_\_\_\_\_  
Notary Public in and for the State of Texas

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/26/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the City Manager and the City Attorney to engage consultants and experts needed to acquire by dedication, purchase, or eminent domain approximately 5.452 acres of land located at the southeast corner of Lake Friendswood, generally described as being a part of the I. & G.N.R. Company Survey, Section 3, Abstract 614, Galveston County, Texas, for the expansion of Lake Friendswood Park.

Originating Department: City Attorney

Degree of importance:

Expenditure:	Appropriation	Amount Budgeted:	Source of Funds:
[FISCAL_ITEMS_COL_DATA_1]	[FISCAL_ITEMS_COL_DATA_2]	[FISCAL_ITEMS_COL_DATA_3]	[FISCAL_ITEMS_COL_DATA_4]

**SUMMARY / ORIGINATING CAUSE**

This item authorizes the City Manager and the City Attorney to engage consultants and experts needed to acquire by dedication, purchase, or eminent domain approximately 5.452 acres of land located at the southeast corner of Lake Friendswood, generally described as being a part of the I. & G.N.R. Company Survey, Section 3, Abstract 614, Galveston County, Texas, for the expansion of Lake Friendswood Park.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 01/06/2025

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 X" and providing for supplemental appropriation and/or transfer of certain funds.

Originating Department: Finance

Degree of importance: Significant

**SUMMARY / ORIGINATING CAUSE**

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

Throughout the year, events occur that require adjustments to the budget. These adjustments may be needed for various reasons, such as the recognition of extraordinary revenues or expenditures, new projects that are authorized by the Council or providing funding for expenditures resulting from extraordinary events like natural disasters. As the need arises, items for budget appropriations are accumulated and then submitted for approval at the City Council meeting each month. The budget adjustments covered by this ordinance comprise the tenth set for fiscal year 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. X
2. FY25 BA X Exhibit A 2025-07-07
3. FY25 BA X Exhibit B 2025-07-07

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 X" 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 X" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2024-25" attached hereto. Said Budget Amendment X shall be attached to and made a part of such Original General Budget by the City Secretary and shall be filed as required by state law. A true and correct copy of said amendment is attached hereto as Exhibits "A" and "B" and is incorporated herein for all intents and purposes.

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

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

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

INTRODUCED, READ AND PASSED on first and final reading by the affirmative vote of the City Council of the City of Friendswood on this the 7<sup>th</sup> day of July, 2025.

\_\_\_\_\_  
MIKE FOREMAN, Mayor

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
KAREN L. HORNER, City Attorney

**City of Friendswood  
Budget Amendment Summary  
Fiscal Year FY2024-2025  
Budget Amendment X  
July 7, 2025**

1. **Annalea Neighborhood Improvements and Brigadoon Lane – Pipeline Location, \$8,860.** Appropriate funds for pipeline location services related to the Annalea Neighborhood Improvements project (\$3,820) and a future project at Brigadoon Lane (\$5,040). The funding source will be unassigned general fund balance.
2. **Police Department – Insurance Proceeds, \$375.** Appropriate supplemental insurance proceeds from TML-IRP for the remaining repair of P431 which was damaged in an accident on April 29, 2025. Funds will be appropriated to the Patrol division’s vehicle maintenance account.
3. **Police Department – Insurance Proceeds, \$9,936.** Appropriate insurance proceeds from TML-IRP for the repair of P433 which was damaged in an accident on May 18, 2025. Funds will be appropriated to the Patrol division’s vehicle maintenance account.
4. **Emergency Services Department – Grant, \$5,010.** Appropriate grant funds received from the East Texas Gulf Coast Regional Trauma Advisory Council. The grant was awarded to the Emergency Medical Services division to be used for the enhancement and delivery of patient care. The funds will be appropriated to the Emergency Medical Service division’s operating supplies account.
5. **Library Department – Donation, \$579.** Appropriate donation received from the Rotary Club of Friendswood for the purchase of children’s Wonder Books. The funds will be appropriated to the Library’s audio books account.
6. **Library Department – Donation, \$252.** Appropriate donation received from the Friends of the Library to support the adult summer reading program. The funds will be appropriated to the Library’s community events account.
7. **Parks and Recreation Department- Sponsorship, \$5,000.** Appropriate sponsorship received from HEB for the Fourth of July celebration video wall. The funds will be appropriated to the July 4<sup>th</sup> division’s community events account.
8. **Parks and Recreation Department – Donation, \$2,400.** Appropriate donation received from Creek Community Swim Association – F.A.S.T Swim Team for the purchase of an outdoor message board. The funds will be appropriated to the Stevenson Park Pool’s operating equipment account.
9. **Parks and Recreation Department – Insurance Proceeds, \$5,930.** Appropriate insurance proceeds from TML-IRP for the repair of PR28 which was damaged in an accident on April 25, 2025. Funds will be appropriated to the Senior Program division’s vehicle maintenance account.
10. **Parks and Recreation Department – Donation, \$7,909.** Appropriate donation received from Impact Melanoma for a shade structure at the Stevenson Park splash pad. The funds will be appropriated to the Park’s division capital equipment account.
11. **Annalea Neighborhood Improvements Project – Geotechnical Services, \$8,160.** Appropriate funds for geotechnical services related to the Annalea Neighborhood Improvements project. Additional geotechnical services are needed to evaluate soil conditions for construction materials durability. The funding source will be the street maintenance fund undesignated fund balance.

12. **2017 CDBG-DR (Galveston County) Grant Reimbursement, \$136,990.** Reimburse unassigned general fund balance for grant proceeds received from the 2017 CDBG-DR (Galveston County) Grant Program. Advanced funding for FiveEngineering's Invoices #5, 6,7 & 8 related to the Deepwood Flood Control project was previously approved by Council at the October 1, 2021, City Council meeting. Therefore, the funds will be appropriated back to unassigned general fund balance.
13. **Engineering Department – Geotechnical Services, \$19,631.** Appropriate funds for geotechnical services related to the 24" Water Line Installation Phase II project as well as a future sewer main project at Cowart's Creek. The funding source will be water and sewer working capital.
14. **Wastewater Master Plan – Change Order, \$12,000.** Appropriate funds for a change order for additional flow monitoring related to the Wastewater Master Plan. The City entered into an agreement with Freese and Nichols for the Wastewater Master Plan at the October 7, 2024, City Council meeting. The funding source will be water and sewer working capital.
15. **Public Works Department – Sidewalk Installation, \$10,800.** Appropriate funds for sidewalk installation along FM 528. A section along 211 E. Parkwood needs to be constructed for improved pedestrian mobility for the businesses in that area. The funding source will be unassigned general fund balance.
16. **2020 G.O. Bond Arbitrage Liability, \$4,912.** Appropriate interest earnings from the General Obligation Improvement and Refunding Bonds, Series 2020 for the arbitrage liability related to the bonds. Willdan Financial Services completed their arbitrage installment calculations and determined a positive rebate liability. The funding source will be the tax debt service fund.

City of Friendswood				
July 7, 2025				
2024-2025 Budget Amendment X - Exhibit B				
BA Number	Account Number	Project Number		Amount
1	001-0000-30500		Appropriate unassigned general fund balance for pipeline location services at the Annalea Neighborhood Improvements project and Brigadoon Lane	(8,860)
1	001-3770-431.7800		Appropriate unassigned general fund balance for pipeline location services at Brigadoon Lane	5,040
1	001-7001-431.8582	ANNALEAENG	Appropriate unassigned general fund balance for pipeline location services at the Annalea Neighborhood Improvements project	3,820
2	001-0000-38310		Appropriate additional TML-IRP insurance proceeds for P431 repairs due to an accident on April 29, 2025	(375)
2	001-2120-421.6300	P431	Appropriate additional TML-IRP insurance proceeds for P431 repairs due to an accident on April 29, 2025	375
3	001-0000-38310		Appropriate TML-IRP insurance proceeds for P433 repairs due to an accident on May 18, 2025	(9,936)
3	001-2120-421.6300	P433	Appropriate TML-IRP insurance proceeds for P433 repairs due to an accident on May 18, 2025	9,936
4	001-0000-33810		Appropriate grant funds received from East Texas Gulf Coast Regional Trauma Advisory Council for Emergency Medical Services Supplies	(5,010)
4	001-2507-422.5400		Appropriate grant funds received from East Texas Gulf Coast Regional Trauma Advisory Council for Emergency Medical Services Supplies	5,010
5	001-0000-38600		Appropriate donation received from the Rotary Club of Friendswood for Audiobooks at the Library	(579)
5	001-6310-459.5485		Appropriate donation received from the Rotary Club of Friendswood for Audiobooks at the Library	579
6	001-0000-38600		Appropriate donation received from Friends of the Library for the adult summer reading program	(252)
6	001-6310-459.7910		Appropriate donation received from Friends of the Library for the adult summer reading program	252
7	001-0000-34772		Appropriate sponsorship received from HEB for Fourth of July event	(5,000)
7	001-6422-452.7910		Appropriate sponsorship received from HEB for Fourth of July event	5,000
8	001-0000-38600		Appropriate donation received from Creek Community Swim Association (F.A.S.T. Swim Team) for outdoor message board	(2,400)
8	001-6428-452.5800		Appropriate donation received from Creek Community Swim Association (F.A.S.T. Swim Team) for outdoor message board	2,400
9	001-0000-38600		Appropriate TML-IRP insurance proceeds for PR28 repairs due to an accident on April 25, 2025	(5,930)
9	001-6429-452.6300	PR28	Appropriate TML-IRP insurance proceeds for PR28 repairs due to an accident on April 25, 2025	5,930
10	001-0000-38600		Appropriate donation received from Impact Melanoma donation for splash pad shade	(7,909)
10	001-6430-456.8800		Appropriate donation received from Impact Melanoma donation for splash pad shade	7,909
11	170-0000-30100		Appropriate undesignated fund balance for geotechnical work for the Annalea Neighborhood Improvements project	(8,160)
11	170-7001-431.8599	ANNALEAENG	Appropriate undesignated fund balance for geotechnical work for the Annalea Neighborhood Improvements project	8,160
12	124-10199		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement requests #8	(136,990)
12	124-26010		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement requests #8	136,990
12	001-14029		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement requests #8	(136,990)
12	001-10199		Reimburse unassigned general fund balance for advanced funding related to 2017 CDBG-DR (Galveston County) grant proceeds for reimbursement requests #8	136,990
13	401-0000-30600		Appropriate water and sewer working capital for geotechnical work related to multiple water and sewer utility projects	(19,631)
13	401-3770-434.7800		Appropriate water and sewer working capital for geotechnical work related to multiple water and sewer utility projects	19,631
14	401-0000-30600		Appropriate water and sewer working capital for geotechnical work related to multiple water and sewer utility projects	(12,000)
14	401-3770-434.7800		Appropriate water and sewer working capital for geotechnical work related to multiple water and sewer utility projects	12,000
15	001-0000-30500		Appropriate unassigned general fund balance for sidewalk repairs on FM 528	(10,800)
15	001-3610-431.6520		Appropriate unassigned general fund balance for sidewalk repairs on FM 528	10,800
16	201-0000-30100		Appropriate undesignated fund balance for arbitrage liability related to 2020 GO Bond Fund 256	(4,912)
16	201-8101-476.9510		Appropriate undesignated fund balance for arbitrage liability related to 2020 GO Bond Fund 256	4,912

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/10/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider on first reading an ordinance amending Chapter 18 "Businesses," Article II "Peddlers, Solicitors, Canvassers, Itinerant Vendors," Division II "Registration," Section 18-58 "Hours" of the Friendswood City Code to update the days and hours when solicitation is permitted.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

Based upon a 1991 City ordinance, the hours of operation of registered solicitors are from 9:00 a.m. to 9:00 p.m. These hours allow solicitors to operate after dark, which could result in (i) in a safety risk for the solicitor due to reduced visibility and (ii) result in noise disturbances and crime risks.

In a survey of other cities, the Police Department has found that several neighboring cities further restrict the hours of operation of these vendors. The proposed ordinance brings the City's regulations in alignment with ordinances of other cities and allows such registered solicitors to operate Monday through Saturday, 9:00 a.m. to 7:00 p.m. or sunset, whichever comes first.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Ordinance - Hours for Solicitors

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 18 "BUSINESSES," ARTICLE II "PEDDLERS, SOLICITORS, CANVASSERS, ITINERANT VENDORS," DIVISION II "REGISTRATION," SECTION 18-58 "HOURS" OF THE FRIENDSWOOD CITY CODE TO UPDATE THE DAYS AND HOURS WHEN SOLICITATION IS PERMITTED; PROVIDING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, the City of Friendswood, in its efforts to protect the public health, safety and welfare, desires to restrict the hours of operation of peddlers, solicitors, canvassers and itinerant vendors (collectively "itinerant merchants"); and

WHEREAS, the City Council believes that such restriction is necessary in order not only to reduce noise disturbances, lower crime risks, and ensure peaceful nighttime environments but also to protect itinerant merchants by reducing their exposure to unsafe working conditions due to reduced visibility; and

WHEREAS, the City Council further finds that prohibiting operations of itinerant merchants on Sundays provides a day of reduced commercial activity, which allows City resources to focus on essential services; NOW THEREFORE,

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

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

Section 2. That Chapter 18 "Businesses," Article II "Peddlers, Solicitors, Canvassers, Itinerant Vendors," Division II "Registration," Section 18-58 "Hours" of the Friendswood City Code is hereby amended to read as follows:

**CHAPTER 18. BUSINESSES**

**ARTICLE II. PEDDLERS, SOLICITORS, CANVASSERS, ITINERANT VENDORS**

**DIVISION II. REGISTRATION**

**Sec. 18-58. Hours.**

Business conducted in accordance with this article shall be permitted Monday through Saturday between the hours of 9:00 a.m. and 7:00 p.m. or sunset, whichever occurs first.

Section 3. A violation of this ordinance is subject to the penalty provisions contained in Section 1-14 of the Friendswood City Code and as otherwise provided by law. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence fail to comply with any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an

amount not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 4. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. 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 7. This ordinance shall take effect ten (10) days from and after its passage on second reading by the City Council of the City of Friendswood, Texas, and its publication in the official newspaper of the City.

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 7<sup>th</sup> day of July, 2025.

\_\_\_\_\_  
MIKE FOREMAN, Mayor

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, 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 this 4<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
MIKE FOREMAN, Mayor

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
KAREN L. HORNER, City Attorney

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/10/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution accepting approximately 1.3347 acres located east of Lake Friendswood, being out of Lots 159, 160 and 170, Slone Subdivision, in I. & G.N.R. Company Survey No. 4, Abstract 608, Galveston, into the City of Friendswood's extraterritorial jurisdiction.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

In 2018, the City of Friendswood (the "City") acquired approximately 1.3347 acres east of Lake Friendswood (the "Property") and located within the City of League City ("League City"). Pursuant to the interlocal agreement between League City and the City, League City disannexed the Property in order for the City to annex the same. The Property is unimproved; however, the City desires it to be within its corporate limits and to incorporate the same into Lake Friendswood Park for additional park amenities.

This proposed resolution accepts the Property into the City of Friendswood's extraterritorial jurisdiction.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Resolution - Adding to ETJ
2. League City - ORD 2025-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, ACCEPTING APPROXIMATELY 1.3347 ACRES LOCATED EAST OF LAKE FRIENDSWOOD, BEING OUT OF LOTS 159, 160 AND 170, SLONE SUBDIVISION, IN I. & G.N.R. COMPANY SURVEY NO. 4, ABSTRACT 608, GALVESTON COUNTY, TEXAS, INTO THE CITY OF FRIENDSWOOD'S EXTRATERRITORIAL JURISDICTION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, in 2018, the City of Friendswood (the "City") acquired approximately 1.3347 acres east of Lake Friendswood and located within the City of League City ("League City"), which property is more particularly described in Exhibit "A" which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the City and League City entered into an interlocal agreement wherein League City agreed to disannex the Property and the City agreed to annex the same; and

WHEREAS, after complying with all applicable laws, processes and procedures, League City adopted League City Ordinance No. 25-22 on June 24, 2025, which officially disannexed the Property from its corporate limits; and

WHEREAS, the City Council of the City of Friendswood finds it to be in the best interest of the City and the public to formally accept the Property into its extraterritorial jurisdiction and to initiate annexation proceedings in accordance with the above-referenced interlocal agreement and applicable law; NOW THEREFORE,

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

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

Section 2. The City hereby accepts approximately 1.3347 acres located east of Lake Friendswood, being out of Lots 159, 160 and 170, Slone Subdivision, in I. & G.N.R. Company Survey No. 4, Abstract 608, Galveston County, Texas, into the City of Friendswood's extraterritorial jurisdiction, as further described in Exhibit "A."

Section 3. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.

Section 4. This resolution shall be effective 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 7<sup>th</sup> day of July, 2025.

\_\_\_\_\_  
MIKE FOREMAN, Mayor

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
KAREN L. HORNER, City Attorney

Exhibit "A"

All that certain 1.3347 acres out of Lots 159, 160 and 170, Stone Subdivision according to the plat thereof as filed in Volume 254, Page 53-54 Galveston County Map Records, I. & G. N. RR Company Survey No. 4, Abstract 608, Galveston County, Texas and being out of that certain tract as described in a deed dated 01-01-1992 from Neva Watkins West to Wesley West Cattle Company as filed in the Official Records of Galveston County at Clerk's File Number 9205621 and Film Code Number 007-99-1074 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 42Q4);

Beginning at a found 1/2" iron pipe marking the Southeast corner of Restricted Reserve "A", Block 1, Austin Chase at West Ranch, Section Two according to the plat thereof as filed in File Number 2016008227 Galveston County Map Records;

1. Thence S 31° 27' 59" W - 292.93' with the West line of that certain tract as described in a deed dated 04-27-1993 from Texas Parks and Recreation Foundation, Inc. to City of Friendswood as filed in the Official Records of Galveston County at Clerk's File Number 9517142 and Film Code Number 010-39-0211 to a point for corner marking the Southwest corner of said City of Friendswood tract from which a found 2" iron pipe bears S 47° 11' 33" W - 0.48' for reference;

2. Thence S 86° 08' 06" W - 155.78' with the North line of that certain tract as described in a deed dated 08-02-2013 from The Estate of Jimmie Elroy Rathburn to Kyle Perri as filed in the Official Records of Galveston County at Clerk's File Number 2013049164 to a call and found 1/2" iron rod marking the Northwest corner of said Kyle Perri tract;

3. Thence N 03° 44' 32" W 243.49' to a set 5/8" iron rod with cap (stamped C.L. DAVIS-RPLS 4464) for corner;

4. Thence N 86° 55' 50" E - 324.69' with the South line of Block 1 of said Austin Chase at West Ranch, Section Two to the POINT OF BEGINNING and containing 1.3347 acres (58,141 square feet) of land more or less.

ORDINANCE NO. 2025-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, DISANNEXING A TRACT OF LAND CONSISTING OF APPROXIMATELY 1.3347 ACRES LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAGUE CITY, GALVESTON COUNTY, TEXAS; MAKING FINDINGS OF FACT; PROVIDING FOR FILING AND NOTIFICATION TO PUBLIC AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Friendswood owns a 1.3347-acre tract of land located within the corporate limits of League City, near Lake Friendswood and in proximity to W. League City Parkway, which property is more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

WHEREAS, the City of Friendswood has requested that League City consider adjusting its municipal boundary so that the tract may be located entirely within Friendswood for municipal park purposes; and

WHEREAS, the City of League City and the City of Friendswood are neighboring municipalities and have entered into an Interlocal Agreement, executed May 6, 2025, pursuant to Chapters 791 and 43 of the Texas Local Government Code, to facilitate a coordinated disannexation and annexation of the property; and

WHEREAS, the City Council finds that this disannexation is authorized under and in compliance with Section 43.142 of the Texas Local Government Code, and is being effectuated pursuant to an Interlocal Agreement between the City of League City and the City of Friendswood for the purpose of adjusting their municipal boundaries; and

WHEREAS, the City Council finds that the disannexation of the subject property is in the public interest and consistent with the goals of intergovernmental cooperation and efficient municipal boundary management.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS:

Section 1. Findings. The City Council finds and declares that the recitals above are true and correct and are hereby incorporated as findings of fact.

Section 2. Disannexation. The property described in Exhibit "A," consisting of approximately 1.3347 acres of land, is hereby disannexed and removed from the corporate limits of League City, Texas. Upon the effective date of this ordinance, said property shall be included in the extraterritorial jurisdiction (ETJ) of the City of Friendswood in accordance with Section 42.022(d) of the Texas Local Government Code.

Section 3. Post-Ordinance Filing. Within thirty (30) days of final adoption of this Ordinance, the City Secretary shall ensure that certified copies of this Ordinance, together with updated maps of the annexed area, are filed with the Galveston County Clerk, County Appraisal District, County Tax Assessor Collector, 911 Addressing, County Law Enforcement, the Texas Comptroller of Public Accounts, and all relevant utility and service providers, including but not limited to telephone, electric, cable/video, gas, and water entities. In addition, updated maps shall be posted to the City's official website and maintained in the City Secretary's and City Engineer's offices.

Section 4. Official Boundary Adjustment. The official map of the City shall be amended to reflect this disannexation on or before December 31, 2025, as required by Section 41.001 of the Texas Local Government Code.

Section 5. Savings. All rights, remedies, and obligations that have accrued in favor of the City under this Ordinance or any related actions are hereby preserved.

Section 6. Repealer. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. Severability. If any section, subsection, clause, or phrase of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

Section 8. Publication. The City Secretary shall cause the caption of this Ordinance to be published in the official newspaper of the City of League City upon its adoption.

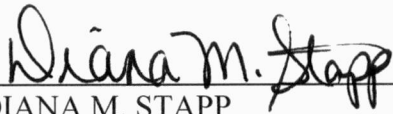
Section 9. Effective Date. This Ordinance shall become effective immediately upon its final passage and approval by the City Council of the City of League City, Texas.

PASSED first reading the 24th day of June, 2025.

PASSED AND ADOPTED the 24th day of June, 2025.

  
\_\_\_\_\_  
NICK LONG  
Mayor

ATTEST:

  
\_\_\_\_\_  
DIANA M. STAPP  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MICHELLE L. VILLARREAL  
City Attorney

SUSPENDED THE RULE AND ADOPTED ON FIRST AND FINAL READING

## EXHIBIT A

All that certain 1.3347 acres out of Lots 159, 160 and 170, Slone Subdivision according to the plat thereof as filed in Volume 254, Page 53- 54 Galveston County Map Records, I. & G. N. RR Company Survey No. 4, Abstract 608, Galveston County, Texas and being out of that certain tract as described in a deed dated 01- 01- 1992 from Neva Watkins West to Wesley West Cattle Company as filed in the Official Records of Galveston County at Clerk's File Number 9205621 and Film Code Number 007- 99. 1074 and being more particularly described by metes and bounds as follows (bearings based on Texas Coordinate System of 1983, South Central Zone 42Q4);

Beginning at a found 1/ 2" iron pipe marking the Southeast corner of Restricted Reserve " A", Block 1, Austin Chase at West Ranch, Section Two according to the plat thereof as filed in File Number 2016008227 Galveston County Map Records;

1. Thence S 3V 27' 59" W- 292. 93' with the West line of that certain tract as described in a deed dated 04- 27- 1993 from Texas Parks and Recreation Foundation, Inc. to City of Friendswood as filed in the Official Records of Galveston County at Cleric' s File Number 9517142 and Film Code Number 010- 39- 0211 to a point for corner marking the Southwest corner of said City of Friendswood tract from which a found 2" iron pipe bears S 47" 11' 33" W - 0.48' for reference;

2. Thence S 86' 0S' 06" W- 155. 78' with the North line of that certain tract as described in a deed dated 08- 02- 2013 from The Estate of Jimmie Elroy Rathburn to Kyle Perri as filed in the Official Records of Galveston County at Clerk' s File Number 2013049164 to a call and found 1/2" iron rod marking the Northwest corner of said Kyle Perri tract;

3. Thence N 030 44' 32" W 243. 49' to a set 5/ 8" iron rod with cap stamped C.L. DAVIS- RPLS 4464) for corner;

4. Thence N 86° 55' 50" E - 324.69' with the South line of Block 1 of said Austin Chase at West Ranch, Section Two to the POINT OF BEGINNING and containing 1, 3347 acres (58, 141 square feet) of land more or less.

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 04/10/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing an Interlocal Agreement with Friendswood Independent School District for general emergency preparedness.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows the City Council to authorize an interlocal agreement with Friendswood Independent School District for general emergency preparedness and addresses facility, vehicle and fuel usage. The initial term of the agreement is five (5) years. Thereafter, the agreement will be reviewed and submitted to the City Council for approval.

A copy of the proposed agreement is attached for your review.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. FISD Interlocal Agreement

INTERLOCAL AGREEMENT FOR  
COORDINATION AND COOPERATION DURING  
LARGE-SCALE EMERGENCY RESPONSE AND RECOVERY OPERATIONS

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

This Interlocal Agreement for Coordination and Cooperation during Large-Scale Emergency Response And Recovery Operations, hereinafter referred to as this "Agreement," is established and entered into by and between the Friendswood Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district within Galveston County, Texas, hereinafter referred to as the "District" and the City of Friendswood, a political subdivision of the State of Texas and a legally constituted home-rule municipality, hereinafter referred to as the "City." The District and the City are collectively referred to as "the Parties" and individually referred to as a "Party."

WHEREAS, the Parties are committed to the wellbeing of the Friendswood community and its residents; and

WHEREAS, the Parties recognize the Friendswood community is vulnerable to the effects of various and potentially severe natural and man-made hazards (i.e., emergencies and disasters) that may threaten life, property, and the general wellbeing of the community and its residents; and

WHEREAS, the City maintains an all-hazards Emergency Management Plan to respond to disasters and large-scale, life-threatening emergencies to mitigate adverse impacts of such incidents on the Friendswood community and its residents, and to facilitate and expedite recovery of the community in the aftermath; and

WHEREAS, the City and the District plan, together with such organized volunteer groups and agencies that the plan may specify.

WHEREAS, City and District further find that the common goal of parties can be best achieved through an organization that shares the combined resources of the City and the District; and

WHEREAS, the City is responsible for organizing and overseeing local emergency response efforts and undertaking emergency operations necessary to prevent loss of life, minimize property damage, alleviate human suffering, avert environmental degradation, and avert loss of historic or culturally significant aspects of the community in the event of disaster or major emergency; and

WHEREAS, the Parties, as local government entities, are authorized to enter into Interlocal Agreements for the provision of governmental functions and services, pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties intend to coordinate, cooperate, and collaborate in the provision of emergency assistance to the Friendswood community.

NOW THEREFORE, the Parties mutually agree as follows:

**I.**  
**DEFINITIONS**

The following definitions are applicable to this agreement:

- a. **Disaster.** Disaster means the occurrence, or imminent threat of, widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including, but not limited to, fire, flood, wind, storms, oil spill, water contamination, epidemic, air contamination, explosion, riot, extreme heat, utility failure, or other public calamity requiring emergency action.
- b. **Emergency.** An emergency includes the full range of hazard occurrences that require an emergency response to protect life or property and public health and safety.

**II.**  
**DISTRICT FACILITIES**

Upon request of the City and upon meeting its responsibilities to its students, teachers, and professional staff, the District will permit, to the extent of feasible, use of its facilities during Disasters or Emergencies as follows:

- a. The District will make its facilities available to the City for staging of emergency responders, supporting staff, and response equipment (i.e., shelter, subsistence, parking, emergency operations center, etc.);
- b. The City will communicate its requirements to the District, and the District will determine which of its facilities are available and most suitable for the purpose requested;
- c. The City's requirements typically include use of gymnasiums, cafeterias, restrooms, showers, food preparation facilities, parking lots, use of internet connectivity, and temporary installation of communications antennas;
- d. The City's requirements may also include, but not be limited to, the use of temporary electrical power generators and suitable locations to stage emergency power equipment;
- e. The District will communicate any limitations on the use of its facilities, and the City will conform to any constraints specified by the District;
- f. The City will return District facilities to their prior condition as soon as possible, exclusive of any disaster-related damage, and will be responsible for the cost of repair of any damage resulting from use of District facilities by City staff or agents;
- g. The City representative, conditions permitting, will accompany District representatives in joint inspection of facilities offered for the City's use, prior to occupancy, to facilitate restoration of the premises upon conclusion of emergency operations;
- h. The City will provide staff and all logistical support necessary to sustain emergency responders while staged in District facilities;

- i. The District will absorb the cost of utilities at District's facilities used for emergency responder staging; and
- j. Friendswood Junior High School has been identified as a preferred location and a facility most suitable for the City's requirements. In the event that alternative facilities become necessary, however, the designated District official shall determine, on behalf of the District, which alternative facilities are most suitable under the circumstances.

### **III. FUEL AND TRANSPORTATION**

Upon request of the City and after meeting its responsibilities to its students, teachers, and professional staff, the District will permit, to the extent feasible, use of its transportation resources (i.e., vehicles, drivers, fuel, etc.) during disasters and major emergencies as follows:

- a. The District will, subject to availability, provide local transportation (i.e., school buses, bus drivers, fuel, etc.) to facilitate the evacuation of vulnerable residents from areas at risk of damage to a place of safety;
- b. In the event that Galveston County and/or the City initiate an evacuation, the District will utilize its transportation resources to collect Friendswood residents and vulnerable residents from their place of residence or local collection point and deliver them to a local evacuation hub for evacuation;
- c. The City will provide identity and address information to the District, preferably in geographic information system format, to facilitate the most efficient use of transportation resources;
- d. The District, subject to availability, will make transportation resources available to evacuate vulnerable persons from the evacuation hub to a place of shelter designated by the state or county, in the event Galveston County and/or the City initiate an evacuation of registrants. This contingency applies only when, and if, the State of Texas does not provide transportation, other sources of mass transportation are unavailable or untimely, and failure to evacuate, especially vulnerable persons, would increase the risk of death or serious bodily injury;
- e. Although there is no expectation that the District would participate in the return of residents to Friendswood from inland shelter, the District will make transportation resources available to assist residents return to their homes, following their delivery to the evacuation hub by state resources;
- f. In the event of a limited, local evacuation (i.e., significant natural gas leak, hazardous materials release, etc.) within the Friendswood Volunteer Fire Department's response area, the District will, subject to availability, make transportation resources available to evacuate at-risk residents and transport them from the point of evacuation to a local place of safe refuge, as determined by the City;
- g. In the event the City initiates flood rescue or evacuation operations within the Friendswood Volunteer Fire Department's response area, the District will, subject to availability, make transportation resources available to transport flood victims from the point of evacuation (i.e., the collection point) to a local place of safety, as determined by the City;

- h. The District, in its sole discretion, will evaluate emergency risk factors to determine the availability transportation resources (i.e., vehicles and drivers);
- i. The City will reimburse the District for the cost of repairs for damage to the District's transportation resources in the event such repair costs are not reimbursed by insurance or the state or federal government; and
- j. In the event the City cannot obtain fuel from its normal commercial sources, and alternative sources are unavailable or untimely, the District will make its fuel stores available to the City to facilitate the continuity of emergency response and recovery operations. The City will reimburse District fuel costs not reimbursed by the state or federal government.

#### **IV. EMERGENCY SHELTER**

Upon request of the City and upon meeting its responsibilities to its students, teachers, and professional staff, the District will permit, to the extent feasible, use of its facilities during disaster or major emergencies as follows:

- a. The District will make its facilities available to shelter displaced persons when, in the judgment of the City, no more appropriate or suitable alternatives exist;
- b. The City will communicate its sheltering requirements to the District, and the District will determine which of its facilities are available and most suitable for the purpose requested;
- c. The District will communicate any limitations on the use of its facilities and the City will conform to any constraints specified by the District;
- d. The City will staff and operate emergency shelters with city employees, volunteers, voluntary organizations active in disaster ("VOADs"), and potentially Texas Military Forces;
- e. Conditions permitting, City representatives will accompany District representatives in joint inspection of facilities offered for City use, prior to occupancy, to facilitate their restoration upon conclusion of emergency operations;
- f. The City will be responsible for the cost of repair of any damage resulting from use of District facilities by City staff, agents or the general public that is not reimbursed by insurance or the state or federal government;
- g. In the event its facilities are utilized as an emergency sheltering site, the District will provide custodial services at each such site; and
- h. The District will absorb the cost of utilities at District's facilities used as emergency shelter.

**V.**  
**TERM**

The term of this Agreement shall be for five (5) consecutive years beginning on the date this Agreement is executed by the Mayor and shall be reviewed and resubmitted every five (5) years. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each Party.

**VI.**  
**MISCELLANEOUS PROVISIONS**

1. The Parties agree that by entering into the Agreement, neither of the Parties waives any governmental immunity they otherwise enjoy.
2. The Parties agree to attach and maintain a current listing of City and District officials, agencies, and offices responsible for the implementation of this agreement. This listing shall be reviewed annually, validated, and updated as necessary, particularly if organizational restructuring results in reassignment of duties, responsibilities and expectations set forth in this agreement.
3. Upon notification from City public safety or emergency management officials, the District shall make a determination as to whether its facilities and/or transportation resources may be made available for use by the City for purposes set forth above.
4. Upon determination that District facilities and/or transportation resources are available, City public safety or emergency management officials shall coordinate with the designated District officials to access designated facilities and/or transportation resources.
5. The District will invoice the City for costs eligible under this Agreement (i.e., force account labor, force account equipment, supplies and materials consumed or expended, etc.), which are not subject are not reimbursed by insurance or the state or federal government. Detailed documentation must be submitted to the City showing actual costs incurred by the District in order to be reimbursed. The District may choose not to invoice for costs if the District determines the operations to be community service.
6. Notwithstanding anything to the contrary stated herein, in accordance with Section 791.012 of the Texas Government Code, each party paying for the performance of the governmental functions or services specified herein must make those payments from current revenues available for such purpose.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative on this \_\_\_\_ day of \_\_\_\_\_, 2025, the date executed by the Mayor of the City of Friendswood.

FRIENDSWOOD INDEPENDENT  
SCHOOL DISTRICT

CITY OF FRIENDSWOOD

By: \_\_\_\_\_  
Tony Hopkins  
President, Board of Trustees

By: \_\_\_\_\_  
Mike Foreman  
Mayor, City of Friendswood

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/26/2025

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

Subject: Consider authorizing a School Resource Officer Agreement with the Friendswood Independent School District.

Originating Department: City Manager

Degree of importance: Significant

**SUMMARY / ORIGINATING CAUSE**

This item authorizes a School Resource Officer Agreement with the Friendswood Independent School District (the "District"). The City will provide four (4) police officers to staff the SRO Program. Normal workday of an SRO will be from 8:00 a.m. to 4:00 p.m., Monday through Friday, but may be altered to meet special needs of the school. Subject to appropriations, the District will pay the City the full cost of three (3) full-time police officers and 50% for one (1) full-time sergeant.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. 2025-2026 SRO Agreement

# SCHOOL RESOURCE OFFICER AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

This School Resource Officer Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Friendswood Independent School District ("FISD"), and the City of Friendswood ("City").

## WITNESSETH:

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

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

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

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

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

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

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

1. Dates of Agreement.

- (1) Except for Section 4 hereof which will be effective on the Effective Date, this Agreement will commence on September 1, 2025, and expire on August 31, 2026. This Agreement may be extended or canceled by either of the Parties by giving ninety (90) days' written notice to the other Party. Any renewal or amendment of this Agreement shall be in writing and signed by both Parties.
- (2) Should either Party fail to appropriate funds necessary to fulfill the terms of this Agreement, it shall give immediate written notice to the other Party; and the Agreement shall expire upon close of the currently funded fiscal year or when current revenues are no longer available to fund this Agreement, whichever comes first.
- (3) It is expressly understood and agreed that this Agreement may be terminated by the City if FISD has defaulted in timely paying any obligation herein and fails to cure such default

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

2. Officers Provided for SRO Program.

a. School Year. For FISD's 2025-26 school year, the City will provide four (4) police officers to staff the SRO Program in accordance with the following schedule:

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

An SRO will report to the City on days when the students are not in school. Two (2) police officers will be assigned full-time to SRO duties at the Friendswood High School, one (1) police officer will be assigned full-time to SRO duties at the Friendswood Junior High School, and one (1) police officer will be assigned roving duties at all other FISD campuses during the days students are scheduled to be at school for the 2025-26 school year.

b. Summer School. For FISD's 2026 summer school session, the City will provide one (1) police officer to staff the SRO Program in accordance with the following schedule:

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

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

c. Summer Community Education Programs. For FISD's 2026 summer community education program, the City will provide one (1) police officer to staff the 2026 summer community education program in accordance with the following schedule:

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

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

3. Technology Provided ISR Program.

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

4. Payment.

- (1) SRO Program. For the SRO Program, FISD shall pay the City the amounts as calculated below for salaries and vehicles.
  - a. Salaries. FISD shall pay the City the actual full cost of all salaries and benefits (retirement contributions, City's Medicare contributions, approved overtime, etc.) for three (3) full-time police officers and 50% for one (1) full-time sergeant, as estimated in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.
  - b. Vehicles. FISD shall pay the City the annualized cost to the City of three (3) police vehicles pro-rated for a nine-month school year, based on a 6-year life cycle, as estimated in Exhibit "A."
- (2) ISR Program. Should any of the technology improvements of the ISR Program be in need of repair or replacement during the term of this Agreement, the City shall notify FISD; and the Parties agree to share in the cost of such repair or replacement as follows:

City .....2/3 of the actual cost  
FISD..... 1/3 of the actual cost

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

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

5. Method of Payment.

- (1) Estimates. A detailed annual estimate of the actual full cost of rendering the services set forth in this Agreement is attached as Exhibit "A." Based on this estimate, FISD shall pay the City in two (2) equal lump-sum payments – the first being on or before December 31, 2025, and the second being on or before May 31, 2025. Payment shall be made to the City and sent to the following address: Administrative Services Office, City of Friendswood, 910 S. Friendswood Drive, Friendswood, Texas 77546-4856, Attention: Finance Division. A copy of the remittance documentation shall be sent to the Chief and the City Manager.
- (2) True-up. Upon completion of the term of this Agreement, the actual full costs (including approved overtime) incurred during the year relating to the services rendered herein shall be calculated and a determination made of the variance between the amount paid during the year by FISD and the actual full cost incurred and owed by FISD. Any amount paid during the year by FISD in excess of those costs actually incurred shall be refunded to FISD by the City within thirty (30) days of a written request submitted by FISD. Any amount owed by the FISD as a result of such variance shall be remitted to the City within thirty (30) days of a written request submitted by the City. Request for a refund by FISD or a remittance by the City must be submitted to the other Party within thirty (30) days of the conclusion of this Agreement. Should the Agreement be terminated prior to expiration, said credit or debit shall be promptly paid by the responsible Party to the other.
- (3) Salary Increases. The current salary schedule will be at each officer's current salary rate. Each officer will receive merit increases on the anniversary date of hire by the City. The City will document the FISD billing to reflect this salary adjustment.

6. Substitute Officer. The City will provide a replacement or substitute SRO whenever it is anticipated that an officer will be away from normal SRO duties. FISD agrees to pay the substitute officer's overtime rate.

7. Vehicles provided by Friendswood Police Department. The Friendswood Police Department will provide sufficient marked police cars so that each SRO will have transportation. The SRO transportation will allow them to transport prisoners from the schools to the incarceration facilities located in Galveston County. The City will purchase and provide all fuel, maintenance, and insurance costs for vehicles as well as all other equipment normally provided to marked patrol cars. The City and the Department shall remain solely responsible for the officers' use of the police cars; and while not in use by the SROs, the police cars may be assigned to other officers for use during non-school hours.

8. Equipment Provided by Friendswood Police Department. The City will provide the SROs the following:
  - a. uniforms, including bulletproof vests,
  - b. law books and report forms needed,
  - c. 800 MHz radios,
  - d. patrol cars,
  - e. training, and
  - f. other miscellaneous police-related equipment and supplies.
9. Equipment Provided By FISD. FISD will provide an office and office equipment for the SROs on each campus, including desks, chairs, phones, copier (or access to), internet access for computer use, file cabinets on each campus, maps and personnel rosters of campuses, school policy manual and school district frequency radios. FISD will also provide sufficient security containers with key code access for the storage of weapons and other police-related supplies. Offices must be set up so that an officer can conduct an interview in privacy.
10. Independent Contractors of FISD. The SROs shall remain employees of the City and shall be at the control and supervision of the Chief. Subject to Sections 4 and 5 hereinabove, the City shall be solely responsible for the compensation, assignment, training, and supervision of the SROs, and shall ensure that the officers have completed all background checks as required by the Department and FISD under Texas law. Complaints or problems with SROs shall be directed through the Chief.
11. Police Trainings and Functions. The police officers shall be scheduled to attend and participate in mandatory training set out by law or policy and in reasonable training programs that directly impact their ability and skills as SROs. The City will strive to assign the SROs to training dates that match those days that school is out for teacher training. It will not be possible for the SROs training day to match each day as that of the teacher in-service, but every effort possible will be made. Joint annual training will occur each year either just before or just after the beginning of the school year for SROs and District administrative staff for District campuses to ensure that all personnel are familiar with operational protocols, limits of authority, and updated case law. The City agrees to compile data and report all Group A and Group B offenses to the FBI using the National Incident Based Reporting System.
12. Temporary Reassignment of Officers. It is expressly agreed and understood between FISD and the City that, if in the opinion of the Chief, it is necessary to use the officers assigned to carry out this Agreement for other duties due to an emergency, shortage of officers or other reasons as determined solely by the Chief, that the Chief may temporarily suspend the assignment of such officers. If the assignment is suspended for a temporary response as determined by the Chief, the officer will return after such response and/or the Chief may assign another officer as an SRO during such temporary assignment.
13. Non-SRO Services.
  - (1) For all events at FISD facilities, whether the same are sponsored by FISD or a third party, FISD shall be responsible for providing the adequate security, including security for crowd control, emergency response access, and safeguarding the attendees and FISD facilities. These security services are not covered by the obligations of the City or the SROs under this Agreement.
  - (2) To satisfy its obligations under subsection (1) of this section for school-approved functions, FISD may request the SROs to provide security as a part-time off-duty job, subject to the

Police Department's policies, procedures, and general orders. Fisd shall offer such work only as an independent assignment, separate from the officers' duties as an SRO. Fisd shall not state or imply that such additional work is not voluntary or that any work condition as an SRO is dependent upon the officer's agreement to perform any off-duty job. Officers shall have the right to refuse to perform any off-duty work.

- (3) To satisfy its obligations under subsection (1) of this section for the staffing of large events, such as after-hours functions, meetings, and/or sporting events requiring four or more officers, Fisd may contact the Chief to request security services. The Chief shall review the request and decide whether the City will provide the requested services. If services are provided, there will be a separate billing for Department overtime. Events subject to this subsection specifically include home football games and home stadium band competitions.

14. Lunch Periods. SROs will be entitled to a ½-hour paid lunch break. The SRO will be subject to emergency calls during lunch.

15. Officers' Duties.

- (1) The SRO's primary responsibility is to enforce the law. This may include responding to calls for assistance, preventative patrol, making arrests and conducting follow-up investigations on campus. The SROs should be contacted for all on-campus responses; however, in the event of an emergency that requires additional officers in the absence of the SRO, the 9-1-1 reporting system should be utilized. SROs should maintain close liaison with campus personnel and be familiar with potential problems. SROs have discretion in matters relating to offenses at the Class C Misdemeanor level. They may, however, take the school's wishes into consideration, as the officer deems appropriate.
- (2) The SRO's shall conduct physical door checks as required by the Texas Education Agency and Fisd and shall document findings in the school-based reporting system established by Fisd.
- (3) The ultimate goal of the Program is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of school disciplinary policies and codes and the discipline codes of each school.
- (4) Officers shall have final authority in all criminal matters that they investigate. As employees of the City, officers will strictly adhere to all policies and procedures, as well as Federal and State law, in all matters pertaining to arrest, search and seizure. Furthermore, officers are subject to limitations of authority as stipulated by Department Policy 2-1.
- (5) SROs shall not become involved in administrative (school-related) searches, and at no time shall SROs request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

- (6) Nothing in this Agreement shall be construed to prevent an officer from carrying out his/her duty as a law enforcement officer even if doing so conflicts with the terms and conditions of this Agreement. Nothing in this Agreement shall override any policy or procedure of the City or the Friendswood Police Department.
16. SRO Program Goals. The SRO Program goals are based on the following concepts: law enforcement officer, law-related educator and informal mentor and role model.
- a. The SROs are first and most importantly law enforcement officers dedicated to working with school staff to promote and maintain a safe environment in their assigned school where students can learn and teachers can teach.
  - b. The SROs are law-related counselors who provide guidance and information on law-related issues to students, faculty, and administrators. They are a link to and an advocate for student referral services on and off campus.
  - c. The SROs are law-related teachers who provide their schools with an additional educational resource by sharing their expertise of Texas State laws and City ordinances in the classroom.
  - d. The SROs are a resource for parents. The SROs may, in an off-duty capacity, attend extra-curricular activities sponsored by their respective schools, including, but not limited to, athletic events, parent meetings, student dances and concerts.
  - e. The SROs report serious crime if it occurs on campus. They cooperate with law enforcement officials and facilitate the investigation of crime that may occur involving District students on or off the campus.
  - f. The SROs are trained and expected to provide a swift, sure response to on-campus incidents, such as the disruptive behavior of trespassers, the possession or use of weapons on campus, damage to or theft of property or a breach of District anti-violence provisions.
  - g. Beyond these goals, the SROs are to be an exemplary role model for the students of their schools: sending the strong message that violent behavior is not acceptable; providing leadership to help students make good choices; and enriching the partnership of teachers and SROs in support of students.
17. Assignment as SRO. The Chief and FISD will jointly select the officers for possible SRO assignment. The City will provide the training required for the new SRO; except, FISD will ensure an assigned SRO is familiarized with FISD, campus and Education Code provisions affecting his or her assignment. The Chief will have the authority to discipline or discharge an SRO. The City is responsible for annual performance evaluations of each SRO. The school principal may provide input to the process. An SRO must comply with the personnel policies of FISD, the personnel policies of the City, and the mission, vision, values, and policies of the Friendswood Police Department (the "Department").
18. Educational Records. The City understands that FISD is required to comply with certain Federal, State, and local laws and/or administrative regulations governing the confidentiality of information contained in student educational records. The City further understands that FISD follows certain rules, procedures and/or protocols to protect the confidentiality of student educational records. The City agrees the SROs will be required to abide by FISD rules, procedures and/or protocols regarding the confidentiality of student educational records. The City and FISD agree the SROs are designated as school officials under the Family Educational Rights and Privacy Act ("FERPA").

As such, (1) the services and functions provided by the SROs are services and functions for which FISD would otherwise use its own employees; (2) the SROs have been determined to meet the criteria set forth in FISD's annual notification of FERPA rights for being school officials with a legitimate educational interest in such information; (3) the SROs are under FISD's direct control with respect to its access to, maintenance of, use of, and disclosure of information contained in student educational records; and (4) SROs will use such information only for purposes expressly authorized by FISD, specifically to promote school safety and the physical security of the students. The SROs may not release such information to other parties, except as required to provide services under this Agreement or otherwise as expressly permitted by FERPA, other applicable laws, and FISD.

19. Critical Incident Communication. The City and FISD agree that should a critical incident occur at an FISD school, each shall follow its critical incident/emergency operations plan.
20. Miscellaneous. The Program at each campus is designed to be unique, based on the working relationship established between the principal of the school and the assigned SRO. The needs at each campus are different. The principal and the SRO will develop a common vision that enables the tailoring of a program to meet student needs given the range of ages at the junior high and high school. Working as a team, the principal, other key campus staff and the SRO, will make FISD's ten elements of character education a lively, active force in the day-to-day life on each campus.
21. Notices. All notices, communications, and reports required or permitted under this Agreement shall be personally delivered to the respective Parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is subsequently notified otherwise in writing.

If intended for City, to:

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

with a copy to:

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

If intended for FISD, to:

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

22. Venue. The obligations of the Parties hereto shall be performed in Galveston County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Galveston County, Texas.
23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and courts of the State of Texas.
24. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof; and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

25. Limitation of Agreement. It is expressly understood and agreed by the City and FISD that this Agreement is for SRO services only and shall not be construed to satisfy FISD's obligations concerning the provision of armed security officers pursuant to Section 37.0814, Texas Education Code, or for any other obligation imposed by law on FISD. It is understood that to comply with mandates of Section 37.0814, the District may obtain security services from a third party. The District agrees that, in engaging such third party, the District shall require the third party's security officers (the "Security Officers") to collaborate with the SROs and the Chief. In any law enforcement incident in which the Security Officers are involved within City of Friendswood on behalf of the District, the Security Officers shall participate in such event under unified or incident command headed by the City and/or the Chief. Notwithstanding anything contained herein to the contrary, the Security Officers are and shall at all times be considered independent contractors.
  
26. Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous agreements between the Parties and relating to matters in this Agreement, and cannot be modified or extended without written agreement of the Parties to be attached to and made a part of this Agreement.
  
27. Authority. This Agreement is entered under authority of and in accordance with the provision of Chapter 791, Texas Government Code, and Section 37.081, Texas Education Code, as of the Effective Date. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective governmental entities.

IN WITNESS WHEREOF, the undersigned execute this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF FRIENDSWOOD

FRIENDSWOOD INDEPENDENT  
SCHOOL DISTRICT

\_\_\_\_\_  
MORAD KABIRI  
City Manager

\_\_\_\_\_  
THAD ROHER  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/26/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a School Crossing Guard Agreement with Clear Creek Independent School District for School Years 2025-26 and 2026-27.

Originating Department: City Attorney

Degree of importance: The agreement will continue the long-standing partnership between the District and the City aimed to protect the safety and welfare of children attending Wedgewood Elementary.

**SUMMARY / ORIGINATING CAUSE**

This School Crossing Guard Agreement (the "Agreement") formalizes a strategic partnership between the City and Clear Creek Independent School District (the "District") for guards at Wedgewood Elementary. Under past agreements, the City employed part-time crossing guards and the District typically paid 50% of the City's salary expenses for the guards. However, last year, the roles were reversed in that the District employed three (3) part-time crossing guards and the City contributed to the District's salary expense.

This proposed 2025-26 school year agreement is similar to the 2024-25 school year agreement, wherein the District is responsible for hiring and training the crossing guards and providing related equipment. However, the proposed agreement is for a two-year term, commencing on July 1, 2025, and the City's obligation thereunder is a flat fee of \$18,200 for each year. As in past agreements, either party may terminate this proposed agreement if sufficient funds are not appropriated or if a party defaults in the performance of the Agreement.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. CCISD Crossing Guard Agreement - School Year 2025 - 2027



should CCISD default in its obligations and fail to cure such default within five (5) days of receiving written notice thereof. If CCISD fails to cure the default within the five-day period, the City shall incur no more obligations under this Agreement and the Agreement shall be deemed terminated effective after the expiration of the five-day cure period. Notwithstanding anything to the contrary contained herein, if this Agreement is terminated in accordance with this subsection, the City shall be required to pay CCISD a pro-rata portion of the fee specified in Section 3 based upon the number of school days in the school year in which SCGs performed prior to the date of termination in accordance with the payment terms specified in Section 3.

2. School Crossing Guards Provided. CCISD will provide three (3) SCGs to staff the school zones during the morning and afternoon school zone times. The SCGs will be assigned to Wedgewood Elementary School. A list of the locations reflecting the number of crossing guards assigned to each location is attached as Exhibit "A" and incorporated herein for all intents and purposes.
3. Compensation. The City agrees to pay a flat fee of \$18,200 (3 SGCs) per year in furtherance of this Agreement. The City shall make all payments required herein from current revenues available to the City. Payment shall be made to CCISD within thirty (30) days of receiving an invoice therefor. CCISD will forward two requests for payment to the City for the previous school year's annual cost – one in June 2026 and one in June 2027.
4. Training and Equipment. CCISD will provide supervision and training for each SCG as well as uniforms and equipment for each SCG at no additional cost to the City.
5. Independent Contractors of the City. The SCGs shall remain employees of CCISD and shall be under the control and supervision of the CCISD Emergency Management Coordinator. Subject to Section 3 hereof, CCISD shall be solely responsible for the compensation, assignment, training, and supervision of the SCGs, and shall ensure that all SCGs have completed all background checks as required by CCISD and the City under Texas law. Complaints or problems with SCGs shall be directed to the CCISD Emergency Management Coordinator.
6. Points of Contact. Under this agreement, the point of contact for CCISD is the Emergency Management Coordinator, and the point of contact for the City is the Patrol Division Commander.
7. Notices. All notices, communications, and reports required or permitted under this Agreement shall be delivered to the respective Parties, by registered or certified United States mail, postage paid, return receipt requested, at the addresses shown below, unless and until either Party is subsequently notified otherwise in writing.

If intended for City, to:  
City of Friendswood  
910 S. Friendswood Drive  
Friendswood, Texas 77546  
Attention: City Manager

If intended for CCISD, to:  
Clear Creek Independent School District  
2425 East Main Street  
League City, Texas 77573  
Attention: Superintendent of Schools.

All notices hereunder shall be deemed validly given when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle if the notice otherwise complies with all of the requisites of this section.

8. Venue. The obligations of the Parties hereto shall be performed in Galveston County, Texas; and if legal action is necessary to enforce same, exclusive venue shall lie in Galveston County, Texas.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and courts of the State of Texas.
10. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof; and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
11. Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous agreements between the Parties and relating to matters in this Agreement, and cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.
12. Authority. This Agreement is entered under authority of and in accordance with the provisions of Chapter 791, Texas Government Code and Chapter 37, Texas Education Code. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective governmental entities.

IN WITNESS WHEREOF, the undersigned execute this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF FRIENDSWOOD

CLEAR CREEK INDEPENDENT  
SCHOOL DISTRICT

\_\_\_\_\_  
MORAD KABIRI  
City Manager

\_\_\_\_\_  
KAREN ENGLE  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT "A"**

<b>Number of Crossing Guards</b>	<b>Crossing Guard Assignment</b>	<b>Campus</b>	<b>Hours AM</b>	<b>Hours PM</b>
1	Blackhawk Blvd & Friendswood Link Rd	Wedgewood Elementary	7:15AM - 8:15AM	2:30PM - 3:30PM
2	4000 Friendswood Link ( In front of school)	Wedgewood Elementary	7:15AM - 8:15AM	2:30PM - 3:30PM

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/11/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider approving the Friendswood Downtown Economic Development Corporation's purchase of street sign fabrication related to the Downtown Improvement Plan from Road Safe Traffic Systems through the Buyboard.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

Since late 2024, the Friendswood Downtown Economic Development Corporation ("FDEDC") has been evaluating future projects as the Downtown Illumination project is close to completion. One of these projects is the installation of street signs within the downtown area. As you are aware, street signs have been erected along S. Friendswood Drive, but not along the remaining streets in the downtown area. At the meeting on April 22, 2025, the FDEDC Board of Directors voted to approve a contract with Road Safe Traffic Systems in the amount of \$3,779.70 for street sign fabrication to provide for street signs along the remaining streets in the downtown area.

These street signs are specifically identified in the FDEDC-adopted Downtown Improvement Plan, which is designed to unify and enliven the downtown area to project a positive and vibrant image to residents and to current and future businesses, and to let visitors know that they are in a unique, pedestrian-friendly area.

This item is being presented to the City Council, as the FDEDC's expenditure of funds is subject to the approval of the City Council pursuant to Section 501.073(a) of the Texas Local Government Code.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. CO Friendswood Decorative Street Signs



SF0800600090222	66 X 9" HIP DOUBLE SIDED STREET NAME SIGN-FLAT NO HOLES *(1) W SPREADING OAKS AVE 100 (1) E SPREADING OAKS AVE 100	EA	2.0	\$60.930	\$121.86	\$0.00	\$121.86
2009999004	2 3/8"x12' Galvanized Post *POWDER COATED	EA	17.0	\$71.030	\$1,207.51	\$0.00	\$1,207.51
2260076000	Flat Post Cap w/ 12" BLADE-2 3/8" RND Post-Blade Len 30" *PAINTED	EA	15.0	\$14.770	\$221.55	\$0.00	\$221.55
2260076006	Cross Piece 12" 90 degree flat (25 per box) *PAINTED	EA	15.0	\$14.770	\$221.55	\$0.00	\$221.55
2289999000	AK 2 7/8"x27" Round Galv /Tapered Anchor TWT (Socket)#754 *GALV	EA	15.0	\$23.570	\$353.55	\$0.00	\$353.55
2289999001	Wedge TWT *GALV	EA	15.0	\$7.610	\$114.15	\$0.00	\$114.15

**Item Total: \$3,779.70**

**Tax Total:(0.00%) \$0.00**

**Grand Total: \$3,779.70**

Customer Signature: \_\_\_\_\_

Title and risk of loss passes to Customer upon receipt of the goods sold hereunder. Customer is solely responsible for securing the goods and for transit of the same.  
DUE TO THE VOLATILE MARKET CONDITIONS AFFECTED BY CURRENT TARIFF LAWS THE PRICE CONTAINED WITHIN THIS QUOTE CAN ONLY BE HELD FOR (14) DAYS -  
AFTER (14) DAYS ROADS SAFE WILL HAVE TO REQUOTE.

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/02/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider authorizing an Interlocal Agreement with Galveston County for the FY2026 Congregate Meal Program.

Originating Department: Parks and Recreation

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item authorizes an interlocal agreement with Galveston County (the "County") for the FY2026 Congregate Meal Program (the "Agreement").

Under this Agreement, the County provides meals to eligible participants of the Friendswood Senior Citizen Program at the Activity Building for a term beginning October 1, 2025, and ending on September 30, 2026. There is no fiscal impact to the City, as the meals provided are for eligible participants only.

A copy of the proposed agreement is attached for your review.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

Failure to approve would eliminate meals for the Senior Citizen Program.

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Congregate Meal Program Interlocal Agreement FY26



**COUNTY of GALVESTON**  
**Department of Parks & Cultural Services**

4102 Main Street (FM 519) • La Marque, Texas 77568  
Phone: (409) 934-8100 • Fax: (409) 621-7986

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June 4, 2025

Shadey Caraveo-Saldana  
City of Friendswood  
416 Morningside Drive  
Friendswood, TX 77546

**RE: Congregate Meal Program Interlocal Agreement – FY-26**

Dear Ms. Caraveo-Saldana,

Galveston County Parks & Cultural Services Department (“GCPCS”) has submitted the FY26 RFP for The Congregate Meal Program grant by the Houston-Galveston Area Council, Area Agency on Aging.

The City of Friendswood desires to utilize GCPCS program grant funds to offer meals to eligible participants at The Friendswood Senior Citizen Program at the Activity Building. In order to continue services for FY-26 (Oct. 1, 2025-Sept. 30, 2026) and in anticipation GCPCS will be awarded the grant, an executed Inter-local agreement is required.

Attached are three copies of an inter-local agreement, developed by the County Legal Department for continuation of services in fiscal year 2026 for the Congregate Meal Program. Please forward to your appropriate signatories and once signed, please contact me and I will pick them up; I will need these no later than Monday, August 18, 2025. One copy of the executed agreement will be forwarded to you once signed by both parties.

Should you have any questions please do not hesitate to contact me at (409) 934-8126 or [Martha.lee@co.galveston.tx.us](mailto:Martha.lee@co.galveston.tx.us)

Sincerely,

A handwritten signature in black ink that reads "Martha Lee".

Martha Lee, Assistant Director  
Galveston County Department of Parks & Cultural Services

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*Our Core Purpose: “We provide exceptional life experiences!”*

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**Galveston County Parks & Cultural Services  
Congregate Meal Service Agreement  
FY26**

This agreement is by and between **Galveston County, Galveston County Department of Parks and Cultural Services** and the **City of Friendswood (authorized agents named below)**. The purpose for this agreement is to allow the **City of Friendswood** to provide congregate meal service for eligible clients.

The parties agree that **City of Friendswood** will have congregate meal service as described below:

**Effective Date:** October 1, 2025

**Eligible for renewal?** Yes; terms - annually on October 1 and dependant on award of H-GAC grant.

**Facility:** Friendswood Activity Building

**Days of the week:**

- **Monday-Friday**

**Galveston County Parks & Cultural Services will:**

- Be responsible for scheduling the delivery of the congregate meal service via approved food vendor to **City of Friendswood**.
- Provide the authorized contact a list of soon to be expired and expired clients on a monthly basis.
- Invoice **City of Friendswood** for non-eligible meals/units on a quarterly basis.
- Deposit program income collected.
- Administer the H-GAC grant paperwork associated with the congregate meal program.

**City of Friendswood will:**

- Require an organization representative to attend a mandatory Nutrition and Support Services Training provided by H-GAC (date and time T.B.D.).
- Provide Galveston County Parks & Cultural Services a copy of your organization's current, valid, Health Permit and Food Handlers Permits.
- Maintain current and valid food handlers and health permits throughout the agreement term and provide Galveston County Parks & Cultural Services copies of any new permits.
- Be responsible for calling, emailing or faxing in a completed meal order and verifying receipt of the meal order by 12:00pm, the day prior of congregate meal services.
- Complete assessments by prescribed deadlines and remit assessments once complete to Galveston County Parks & Cultural Services, Records Specialist.

- Collect congregate meal program income daily and deliver monthly income to Galveston County Parks & Cultural Services Department within the first three days of the month, for income collected the previous month.
- Reimburse Galveston County for any meals/units served to non-eligible clients at a rate of \$7.14 per meals/unit. Non-eligible meals will be invoiced to **City of Friendswood** quarterly and reimbursement from **City of Friendswood** will be made to "Galveston County Parks & Cultural Services Department", 4102 Main Street, La Marque, TX 77568.
- Inform the Galveston County Parks & Cultural Services Division when the congregate meal service is not needed, at least 48 hours in advance of non-usage.

**This agreement:**

- Is non-transferable;
- Constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements;
- May not be amended or waived, in whole or in part, except in writing signed by both parties;
- Can be terminated should any obligation failed to be fulfilled in this agreement or for the convenience of any party. Either party may cancel this agreement, in writing with at least 30 calendar days notice.

**In Witness Whereof the parties have executed this Agreement effective on the date listed below.**

**Galveston County**

\_\_\_\_\_  
**Mark A. Henry, County Judge**

**ATTEST:**

\_\_\_\_\_  
**Dwight Sullivan, County Clerk**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Galveston County Parks & Cultural Services, Director**

**Julie Walker  
 4102 Main Street  
 La Marque, TX 77568**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Primary Representative, Name: \_\_\_\_\_ (print)**

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**Email:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Alternate Representative, Name: \_\_\_\_\_ (print)**

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**Email:** \_\_\_\_\_

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/02/2025

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

Subject: Consider approving a Software and Services Purchase Agreement with Cities Digital, Inc. D/B/A CDI for the renewal of Laserfiche software licenses and purchase of professional services related to the City's records management system, and contract management system with electronic signature capabilities.

Originating Department: Information Technology

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows the City Council to a Software and Services Purchase Agreement with Cities Digital, Inc. D/B/A CDI for the renewal of Laserfiche software licenses and purchase of professional services related to the City's records management system, and contract management system with electronic signature capabilities in an amount not to exceed \$41,420.00.

The City of Friendswood upgraded its Laserfiche Records Management System in 2022 to all City departments, including the expansion of the number of end user and participant licenses, GIS integration, and the implementation of a city-wide electronic contract management system with digital signatures (One Span) and contract tracking abilities. The purchase and support services provided in the 2022 Laserfiche agreement with MCCi is set to expire in July 2025. The City staff reviewed the service being provided and researched alternative companies that could provide comparable services to MCCi without impacting or lowering the correct Laserfiche services. CDI is providing the City with the same services with a cost savings of \$10,770, and includes the following:

Product/Service	Quantity	Unit Cost	Renewal Quantity	Renewal Unit Cost	Total
Laserfiche Self-Hosted Business Users 25-49 and includes Development / Sandbox Environment as needed.	40.00	\$ .00	40.00	\$830.00	\$33,200.00
Laserfiche Self-Hosted Participant Users 10-199	40.00	\$ .00	40.00	\$110.00	\$4,400.00
ArcGIS Integration with Laserfiche by CDI	1.00	\$ .00	1.0000	\$1,600.00	\$1,600.00
OneSpan Signatures	00.00	\$ .00	1000.00	\$3.01	\$3,010.00

Service Hours (Consulting at DIR Rate)	20.00	\$170.00	N/A	N/A	\$3,400.00
Texas DIR Discount from CDI	1.00	\$ .00	-1.0000	\$3,920.00	-\$3,920.00

**Software / \$ .00**  
**Hardware:**  
**Total Renewals: \$38,290.00**  
**Total Services: \$3,400.00**  
**Total Tax: \$ .00**

<b>TOTAL:</b>	<b>\$41,690.00</b>
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A copy of the proposed scope of work and agreement is attached for your review. The cost of this agreement is \$41,420.00, and is already budgeted in the City's IT FY2024-25 operating budget.

<b>IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY</b>
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This item will assist in the City's streamlining its records management program and the creation of electronic business processes to increase the City's operational efficiencies and effectiveness, while managing costs.

<b>RECOMMENDATIONS</b>
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Staff recommends approval.

<b>ATTACHMENTS</b>
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1. Cities Digital Software and Services Contract
2. CDI Government Code Verification form



## Software & Services Purchase Agreement

This agreement is made and entered into on,

by and between:

Seller: Cities Digital, Inc. D.B.A. "CDI"  
2000 O'Neil Road  
Suite 150  
Hudson, WI 54016  
herein referred to as "Seller";

And

Buyer: City of Friendswood  
Buyer Address 1: 910 S. Friendswood Dr.  
Buyer Address 2:  
City, State, Zip: Friendswood, TX 77546  
herein referred to as "Buyer."

### WITNESSETH

WHEREFORE, in consideration of the mutual covenants herein contained, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

**1. Agreement to Sell and Purchase:** Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller those software products, services, maintenance agreements, and upgrades set forth in Exhibit "A."

**2. License Agreement:** It is specifically agreed and acknowledged that the software products sold by Seller to Buyer as described in Section 1 hereinabove, are being sold subject to the restrictions, duties and obligations of Seller pursuant to License Agreements referenced in "Exhibit D." Buyer, by its execution of this agreement, agrees to fully abide by the terms and conditions of such License Agreements.

**3. Term of Agreement:** The term of this Agreement shall be for 1 year from the date first written above and shall renew for a one-year term, unless terminated by either party with or without cause after providing the other party at least thirty (30) days' prior written notice; provided, however, if the Buyer's governing body does not appropriate sufficient funds for this Agreement in any fiscal year, this Agreement shall automatically terminate on the last day of the fiscal year for which funds were appropriated.

**4. Purchase Price, Payments & Renewals:** The purchase price for the software products and services being purchased by Buyer from Seller are set forth in the quotation in Exhibit "A" and shall be due and payable from Buyer to Seller as follows:

- a. In consideration of the initial purchase of products and/or services, the Buyer shall pay Seller commensurate with payment schedule below. Initial invoices for software and services are due thirty (30) days after Buyer's receipt of software and services and an invoice therefor. Future invoices will be paid within thirty (30) days of Buyer's receipt of service or receipt of invoice, whichever is later. Delinquent amounts not paid on or before the due date shall accrue interest in accordance with Section 2251.025 of the Texas Government Code.
- b. It is acknowledged that certain items set forth in "Exhibit A" if necessary are based on Seller's estimates, including fees from the "Fee Sheet" included in "Exhibit B." The sums payable by Buyer for maintenance and upgrades as described in "Exhibit A" are in addition to being payable as set forth above, payable annually on the anniversary of the purchase date. Such sums may be subject to a price increase no more than once a year after the initial year, provided that, (i) the price shall only be increased by Seller in the event that Seller's costs therefor are increased by CompuLink Management Center, Inc. or its successor in interest. Buyer shall have no legal obligation to continue paying for the maintenance (software updates) and technical support provided Buyer does not see value in said service.
- c. It is agreed that the estimates for those items set forth in "Exhibit A" will not be exceeded by Seller without prior written approval by Buyer. In the event that the estimates are exceeded with approval of Buyer, then Buyer shall pay the difference with the payment set forth in "Exhibit A" hereinabove. It is agreed that Seller may need to adjust billable rates periodically, as well as mileage and per-diem charges, as part of this Purchase Agreement. This change will happen not more frequently than once per year. The Buyer will be notified of this change at least 30 days in advance of this change and may terminate this Agreement without penalty after Buyer's receipt of such notification.
- d. Renewal and payment of maintenance, subscription products and Laserfiche Cloud need to be completed prior to client's renewal date to avoid disruption of support or subscription services. Cancellation of subscription products from Laserfiche requires at least a 90-day notice prior to renewal date, unless a shorter time is otherwise provided herein.

### Payment Schedule

Payment Date	Description / Percentage	Payment Amount
Upon Receipt of Licenses	Software and Maintenance & Services in Exhibit A	\$41,690.00

**5. Limitation:** It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by Seller in the performance of its work under this Agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by Seller, or by such third parties with whom Seller may contract with or have licenses through.

**6. Independent Contractor:** It is specifically acknowledged that Seller is an independent contractor, and that no agent, employee, or subcontractor of Seller shall be deemed an employee of Buyer or be entitled to any compensation from Buyer except as specifically set forth in this Agreement.

**7. Confidentiality:** Seller shall keep confidential all non-public aspects of the work performed under this Agreement, including, but not limited to, all communications regarding that work and all Buyer data and information to which Seller obtains access in the course of performing services under this Agreement. Seller shall limit internal access to information regarding work under this Agreement to those members of Seller's own staff or subcontractors of Seller who are directly involved in the work or otherwise have a need for access to the information. Unless otherwise required by law, Seller shall not disclose any non-public information to anyone other than the Buyer's project manager and Seller's own staff and subcontractors without the Buyer's prior written consent. Seller shall ensure that all individuals and subcontractors engaged directly or indirectly by Seller to provide services under this Agreement are advised of and required to comply with the forgoing confidentiality obligation.

**8. Sharing Information:** Upon the Buyer's written request and authorization, Seller shall share any project information designated by the Buyer and shall fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project and designated by the Buyer in the request. Seller shall not communicate with representatives of any of the news media regarding work under this Agreement; any communications with news media representatives regarding this Agreement shall be exclusively through the Buyer.

**9. Commitment and Completion:** It is agreed that Seller shall commence work within 14 days of receipt by Seller from Buyer of a written authorization to proceed and shall be completed pursuant to Exhibit "A." Notwithstanding such schedules, it is acknowledged that delays resulting from any acts or omissions of Buyer, or circumstances beyond the control of Seller, including, but not limited to acts of war or terror, natural disasters, material shortages, and acts of God, shall not be deemed a breach of this agreement.

**10. Insurance:** Seller shall maintain occurrence for commercial general liability and automobile liability insurance which shall include personal injury, bodily injury, including death, and broad form property damage including loss of use of property, occurring in the course of or in any way related to Seller's operations, in an amount not less than \$2,000,000 combined single limits per occurrence; Seller shall maintain Workers' Compensation and Employer's liability for all consultants' employees who are subject to Worker's Compensation statute either as a carrier-insured employer or as a self-insured employer. Seller shall maintain cyber breach, professional errors and omissions liability insurance for the protection of the Seller and its employees and subcontractors, insuring against losses arising out of or resulting from breach, their professional acts, omissions, activities or services, in an amount not less than \$2,000,000 per claim. Seller shall name the Buyer as an additional insured on all liability policies and include a waiver of subrogation on all policies. At the request of Buyer, Seller shall furnish the Buyer with certificates of insurance evidencing the date, amount, and type of insurance, including coverages and endorsements, required by this Agreement.

**11. Warranty and Limitations:** Except as otherwise set forth herein, Seller's warranty is specifically limited to successful completion of installation, operation, and maintenance of Laserfiche software program with respect to scanning and capturing documents of Buyer as provided in Exhibit "B", and that, except as may be available through CompuLink Management Center, Inc., Seller gives no other warranties, express or implied. In the event the software is unable to perform as warranted by Seller within 30 days of completion of installation or required maintenance, Buyer shall be entitled to a full refund of the purchase price and/or maintenance costs; as applicable. It is specifically acknowledged and agreed that Seller's warranty is limited and shall not apply to performance by the Seller under this agreement of specifications other than those specifically warranted above, such exclusions to include, but are not limited to: 1) the integration of the system to be installed by Seller with existing software of Buyer; and 2) the importation of documents into the system, due to the fact Seller currently has insufficient knowledge of the documentation. In addition, said warranties shall not apply: a) To the extent of any problems encountered with the integration of external databases with the software installation; b) To the extent of any problems encountered as a result of the failure of the Buyer to install and configure the hardware necessary to operate the software in accordance with the hardware specifications previously provided by the Seller; or c) To the extent of any problems encountered as a result of the failure of the Buyer's computing equipment, servers, networks or operating systems.

**12. Limitation and Damages:** The Seller will provide high quality services and a high-quality product. However, the Seller is not, and will not be responsible for any consequential or incidental damages resulting from any interruptions of service or data loss (including lost transactions). With the exception of Buyer subscribing to Server Hosting, day-to-day data backup is the Buyer's responsibility and Seller is not and cannot be liable for data loss due to poor or nonexistent or insufficient backup or any other issues associated and/or caused by Buyer's day-to-day server data backup.

**13. Governing Law:** This agreement shall be governed and construed under the laws of Texas, and venue for all purposes shall be in Galveston County, Texas.

**14. Severability:** If any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

**15. Complete Agreement:** This represents the complete and final agreement of the parties regarding the purchase and sale of software products and other services to be rendered by Seller on behalf of Buyer and supersedes and replaces any oral or written agreements heretofore made. Any modification to this agreement shall only be valid in writing and signed by the parties hereto.

**16. Paperless Billing:** By selecting "Accepted" below Buyer signifies preference for paperless billing and will receive a digital copy of invoices emailed to a designated email address for processing.

ACCEPTED  DECLINED

Email Address: [Accounts-Payable@friendswood.com](mailto:Accounts-Payable@friendswood.com);  
[citysecretary@friendswood.com](mailto:citysecretary@friendswood.com)

Seller: Cities Digital, Inc.  
Name: Patrick Welsch  
Title: President  
Date:

Buyer: City of Friendswood  
Name: Morad Kabiri  
Title: City Manager  
Date:

By: \_\_\_\_\_

By: \_\_\_\_\_



**EXHIBIT A: Quotation**

Software, Hardware & Renewal

Product	Quantity	Unit Cost	Renewal Quantity	Renewal Unit Cost	Total
Laserfiche Self-Hosted Business Users 25-49 (JSENF3-25-49) <i>- Includes Development/Sandbox Environments as needed.</i>	40.00	\$ .00	40.0000	\$830.00	\$33,200.00
Laserfiche Self-Hosted Participant Users 10-199 (JSPAR-10-199)	40.00	\$ .00	40.0000	\$110.00	\$4,400.00
ArcGIS Integration with Laserfiche by CDI (CD2155)	1.00	\$ .00	1.0000	\$1,600.00	\$1,600.00
OneSpan Signatures	0.00	\$ .00	1000.00	\$3.01	\$3,010.00
Texas DIR Discount from CDI	1.00	\$ .00	-1.0000	\$3,920.00	-\$3,920.00
Software / Hardware:					\$ .00
Renewal:					\$35,280.00
Tax:					\$ .00
Total:					<b>\$38,290.00</b>

Services

Service	Service Quantity	Service Unit Cost	Total
Service Hours (Consulting) (CD2990GOV) <i>Texas DIR Rate</i>	20.00	\$170.00	\$3,400.00
Service:			\$3,400.00
Tax:			\$ .00
Total:			<b>\$3,400.00</b>

		Totals
<b>Total *Renewal:</b>		\$38,290.00
<b>Total Services:</b>		\$3,400.00
<b>Total Tax:</b>		\$ .00
<b>TOTAL:</b>		<b>\$41,690.00</b>

\* Renewals encompass Maintenance, Subscription, or Cloud where selected

**EXHIBIT B: Software Support Policy, “LSAP” (Laserfiche Software Assurance Plan) or “Annual Maintenance”**

The initial purchase of a software system also requires purchasing maintenance for each component. Annual Maintenance is a software assurance program initiated by Cities Digital and required by the manufacturer to ensure that buyers are able to receive regular product updates and basic software support through their value-added reseller. Cities Digital has developed this policy with regard to services that are included with the purchase of Annual Maintenance in order to serve all buyers with access to hotfixes and expert technical support.

**Services included in base LSAP costs:**

- Cities Digital technical support hotline:
  - 855-714-2800
  - [Support@CDI.support](mailto:Support@CDI.support)
  - <https://www.cdi.support/support>
  
- Software updates including hotfixes and new feature releases
- LogMeIn remote support (allows support technicians to access Buyer’s computer remotely)
- Customer portal access: Submit & track tickets, view contracts, access videos and documentation
- Annual consulting meeting & strategy session
- Annual software performance audit

**Description of Support Services**

<p><b>Laserfiche Software Assurance Plan (LSAP)</b></p>	<p>Fee is based upon software components that have been purchased. The support plan is renewable each year.</p> <p>Seller support is provided as a part of the Laserfiche annual support fee. Technical support is considered assistance with software malfunctions (break/fix) or “bugs.” Technical Support does include assisting Buyer with how-to questions and assistance with configuration of the software.</p>
<p><b>Response Time and Definition</b></p>	<p>Responses provided within 24 hours of initial report. Most responses and technical troubleshooting will happen within an hour, if not immediately through chat / remote support. Responses consist of diagnosing the problem and if possible, resolving it immediately. If it is not possible to resolve immediately a time will be scheduled to attempt resolution of the problem at the Buyer’s convenience.</p> <p>Seller provides a technical support hotline during weekday and non-holiday business hours 8:00 AM to 7:00 PM Central Time. The technical support staff processes assistance telephone calls, emails and remote connections as they arrive. The Support Director assesses difficulty of tasks and assigns cases to the tiered support staff. This process is in place to provide support to our customers based on the impact on their on-going operations.</p> <p>Non-emergency calls for support are typically responded to within one hours (or less). Critical calls (delay in work or loss of data due to system issues) may be responded to immediately. Support calls may be escalated internally to other technicians as needed.</p>
<p><b>Options for Coverage During Non-Standard Business Hours or “After Hours Support”</b></p>	<p>Appointments may be scheduled with the Director of Support at <a href="mailto:support@citiesdigital.com">support@citiesdigital.com</a>.</p> <p>After hours support requires a two-week prior notification, unless case of emergency. Upgrades, development, training &amp; other services conducted after hours will be subject to billable rates and availability. Billable rates for buyers with current Laserfiche Software Assurance Plans are \$330/hr. before 8:00am and after 7:00pm Central Time and weekends. A minimum of one hour will be billed and incrementally every fifteen minutes thereafter.</p>

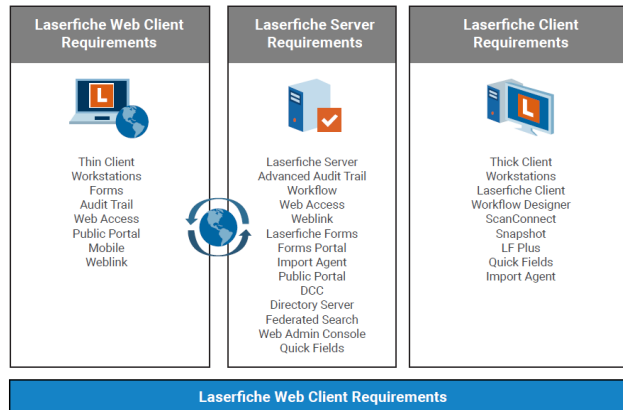
<b>Cities Digital Closed on Six Federal Holidays</b>	Cities Digital will be closed New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
<b>Capability for Remote Diagnostics</b>	A web-based tool for remote diagnostics and support called LogMeln is utilized. With specific prior written authorization from Buyer an unattended access tool is available for use.
<b>Update Installation Limitations (does not apply to Laserfiche Cloud)</b>	<p>Product updates are installed, in-place on the same server where Laserfiche is already installed. The installation service is free of charge for clients with standard Annual Maintenance. Limitations on the installation services are as follows:</p> <ol style="list-style-type: none"> <li>1. Installations in new environments or new servers requires planning and project management services outside the scope of free installations.</li> <li>2. New environments are defined as new domains, installing into a new cloud environment such as Azure or AWS.</li> <li>3. Installations must be scheduled in advance using the scheduling request form online. Installations are not available same-day. Installations during off-hours, weekends or holidays are subject to off-hours support charges.</li> <li>4. Testing of all workflows, forms, business processes, quick fields sessions and integrations are the responsibility of the client. Advanced implementations or mission critical systems may require project management and consulting services for advanced user acceptance testing (UAT).</li> <li>5. Client is responsible for installing Windows operating systems, MS SQL, configuring domain users and network security.</li> <li>6. CDI limits the number of free server installations to one production and one test environment. The client may install additional test environments, development environments, etc.</li> </ol>
<b>Maintenance Cost for Fixes, Major Releases and Platform Changes</b>	<p>Maintenance that is done over the phone or remote access is included in annual maintenance agreement at no additional cost. Software upgrade packages are available to Buyer at support.laserfiche.com or by request from Support@CitiesDigital.com.</p> <p>Major and infrequent upgrades referred to as "platform changes" may be subject to a fee. The fee is set by the manufacturer when the platform is released and must be agreed to in writing by the Buyer.</p>
<b>Support Escalation Procedures</b>	<ol style="list-style-type: none"> <li>1. Problem is reported, a support case is opened and documented. The case is resolved over the phone or remotely.</li> <li>2. If immediate resolution is not possible, problem is reported to second tier support.</li> <li>3. If there is no existing solution, Cities Digital development will write a script, solution or "work around" to fix the problem. Cities Digital will then implement the solution.</li> </ol> <p>Cities Digital creates technical support cases on behalf of the Buyer with the manufacturer upon diagnosis of the problem if the problem cannot be immediately resolved by Cities Digital.</p>
<b>Tracking Database</b>	All support cases are tracked in a ticketing system. The tracking software assigns incident numbers and the Buyer may call and request the status on any support case at any time during work hours or by visiting the client portal.
<b>Third-Party IT Contractors</b>	Buyers that utilize a third-party IT contractor for management of servers and networking should expect their IT contractor to assign remote-access to Cities Digital for installation and configuration. Should unattended access not be permissible third-party IT consultants may need to be present during installation or configuration. Additional configuration pertaining to Buyer's network IP addresses, network security and access may be necessary from time-to-time. However, before any charges are assessed against the Buyer, Buyer must approve the same in writing. Charges from third-party IT consultants may be assigned if approved by Buyer. Cities Digital is not responsible for such charges unless it fails to

	obtain Buyer's approval prior to the expense being incurred. Cities Digital shall copy Buyer on all communication between third-party IT contractors unless explicitly instructed not to by the Buyer.
--	--

**Services not included in base LSAP costs, Rates Sheet:**

Technical services, design, configuration	Per hour	\$200
Project management (per hour)	Per hour	\$200
Development, integration and conversion (per hour)	Per hour	\$300
Cancelled Meeting within 24 Hours (1/2 hour/person)	Per hour	\$100 - \$150
Off-hours work, outside normal business hours excluding holidays (per hour) minimum one hour.	Per hour	\$300
Encrypted drive shipment – Export/Import (per request)	Per export/import	\$500
Managed Services including configuration of domains, IP addresses, certificates, firewall or SQL	Per hour	\$300
Mileage reimbursement	Per mile	\$.585
Per diem minimum when providing onsite service	Per day	\$250
Completion of private security due diligence examinations	Per hour	\$250

## Exhibit C: Laserfiche On-Premise Recommended Server Specifications - Server Specifications Does not apply to Laserfiche Cloud



### Current Versions

The current version of Laserfiche 11, Laserfiche 10.4, and locally installed components of Laserfiche Cloud support the following operating systems (unless otherwise indicated):

#### Server Operating Systems:

- Windows Server 2022
- Windows Server 2019
- Windows Server 2016

Laserfiche software requires Windows Server with Desktop Experience.

Server Core installations of Windows Server operating systems are not supported.

Laserfiche will support operating systems through their end of support date as stated by their manufacturer. In cases where this article, the documentation included with the software, and the manufacturer's documentation differ, the manufacturer's end of support date will be used unless otherwise indicated in this article.

#### Desktop Operating Systems:

- Windows 11
- Windows 10

Home editions of Windows desktop operating systems are not supported.

Laserfiche will support operating systems through their end of support date as stated by their manufacturer. In cases where this article, the documentation included with the software, and the manufacturer's documentation differ, the manufacturer's end of support date will be used unless otherwise indicated in this article.

Except for the Laserfiche Integration with Microsoft Teams, locally-installed Laserfiche components are not supported on MacOS. Mac users can use any web-based Laserfiche application functionality that does not require a locally-installed component (e.g., desktop Office Integration, Snapshot, Scanning, etc.).

#### Web Browsers

- Recent versions of Chrome, Microsoft Edge and Firefox
- Safari on Mac OS and iOS are supported for interacting with the repository and filling out forms.

#### Database Engines:

- Any Laserfiche 11 or 10.4 system with Laserfiche Forms requires Microsoft SQL Server 2014 SP3 or above
- Laserfiche supports Amazon RDS for SQL Server running a supported version of SQL Server
- Laserfiche supports Azure SQL Managed Instance
- Laserfiche supports Azure SQL Database, with the constraint that External Tables for Dynamic Fields in Laserfiche repositories must be created within the repository database itself since Azure SQL Database does not currently fully support cross-database queries
- Laserfiche will support database engines through their end-of support date as stated by their manufacturer.

## Exhibit D: End User License Agreements

EXHIBIT D: End User License Agreement or "EULA"

The **Laserfiche End User License Agreement** is available for reference in entirety on our website at [cdi.support/eula](http://cdi.support/eula).

## Exhibit E: Non-Disclosure Agreement

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between Cities Digital, Inc., a Wisconsin corporation having its principal place of business at 2000 O'Neil Road, Suite 150, Hudson, WI 54016 (the "Primary Party") and City of Friendswood, TX whose principal mailing address is 910 S. Friendswood Drive, Friendswood, TX 77546 (the "Second Party").

WHEREAS Primary Company and the Second Party (the "Parties") have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done by e-mail or written correspondence,.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
- (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
- (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
- (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
- (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

7. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

8. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF:

<p>Cities Digital, Inc.  <hr/> Company</p> <p><hr/>Name</p> <p><hr/>Signature</p> <p><hr/>Title</p> <p><hr/>Date</p>	<p><hr/>Company</p> <p><hr/>Name</p> <p><hr/>Signature</p> <p><hr/>Title</p> <p><hr/>Date</p> <p>    <hr/> Attested By</p> <p><hr/>Date</p> <p><hr/>City Attorney Initials</p>
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**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 05/30/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider approving American Tower Corporation's request for the City's approval and authorization concerning AT&T Mobility's antenna and related tower modifications for the tower located at 1310 Deepwood Drive, Friendswood, Galveston County, Texas.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The City entered into a license agreement with American Tower, L.P., on May 4, 2001, for a communications tower to be located at 1310 Deepwood Drive, Friendswood, Texas (the "Site"). Under the License Agreement, American Tower is authorized to operate and maintain wireless communications equipment on the Site. American Tower has requested the City to consent to modifications for AT&T Mobility's facilities at the Site (Project No. 0AA 798235). This modification has been reviewed by City staff, who concluded that the proposed maintenance, alterations, and upgrades are fairly routine in nature and confined to the existing footprint of the tower and equipment shelter.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. American Towner's Customer Alteration Request
2. AT&T Project



**AMERICAN TOWER™**  
CORPORATION

**VIA Email**  
**Return FedEx: 791773010970**

June 4, 2025

City of Friendswood  
Attn: Administrative Services  
910 South Friendswood Dr.  
Friendswood, TX 77546

**RE: ATC Site # 36189 / Site Name: Friendswood Coward Creek  
Site Address: 1310 Deepwood Drive, Friendswood, TX (the  
“Site”) AT&T Mobility (“the Customer”) Project # OAA798235  
Request for Customer Alterations**

Dear Landlord:

Pursuant to the ground agreement for the above-referenced Site, we are requesting your consent of Customer’s proposed customer alterations. This consent shall apply to any alteration or tower modification related to the Project.

American Tower will continue to be responsible for performance of all obligations under the ground agreement. Please acknowledge your approval by signing in the space provided below. If you have any questions, please do not hesitate to contact me. Please return this letter immediately to the address listed below.

Sincerely,

Sue Overka  
Owner Support Services  
American Tower Corporation  
10 Presidential Way  
Woburn, MA 01801  
781-926-7121  
LLPermitting@americantower.com

**Approval and Authorization**

I, an authorized party, consent to the activity as referenced above at the Site and authorize the Customer and/or its agent, to apply for all necessary zoning and permitting approvals as may be required for the activity and/or installation and acknowledge and agree that Customer, American Tower, and/or their agents shall have no further obligations to obtain consents or approvals, or provide notice, from the undersigned with regard to the Project.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/23/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a License Agreement with JAC Texas Properties, LLC, in order to allow the property located at 204 W. Heritage Drive to outflow into adjacent City-owned detention facilities.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows the City Council to consider a License Agreement with JAC Texas Properties, LLC, in order to allow the property located at 204 W. Heritage Drive to outflow into adjacent City-owned detention facilities.

JAC Texas Properties, LLC, owns the commercial property located at 204 W. Heritage Drive. The site has historically discharged stormwater into an adjacent City-owned detention facility (Restricted Reserve "A" of the Kenneth Camp Subdivision). However, no formal license agreement for this connection could be found in City records. This item is intended to document and formalize that existing condition.

The License Agreement also accommodates planned site improvements at 204 W. Heritage Drive. The owner is expanding the existing building and increasing impervious cover, but the expansion will not require any additional use of the City's detention volume. As part of the project, the owner will construct a new on-site detention pond for the added impervious area. That pond will discharge into the City facility through a metered connection using a flow restrictor to ensure no net increase in flow impact.

The License Agreement ensures long-term compliance, clarifies responsibilities, and protects the City's interests through provisions for indemnity, inspection rights, and revocation in case of non-compliance.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval

**ATTACHMENTS**

1. License Agreement - 204 W Heritage
2. 204 W. Heritage - Form 1295
3. Certificate of Insurance - JAC Texas Properties

## LICENSE AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

WHEREAS, JAC Texas Properties, LLC, a Texas limited liability company (the "Licensee"), owns real property located at 204 W. Heritage Dr., Friendswood, Galveston County, Texas, and more specifically described as follows:

Acres	Description
1.309	CAPTAINS CORNER ON HERITAGE (2013) ABST 151, BLOCK 1, Lot 1

(the "Licensee's Property"); and

WHEREAS, the Licensee's Property is adjacent to property owned by the City and more specifically described as Restricted Reserve "A" of the Final Plat of Kenneth Camp Subdivision, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under Galveston County Clerk's File No. 2006-051832, Galveston County Map Records (the "Licensed Property"); and

WHEREAS, on the Licensed Property, the City maintains a surface water detention/retention facility and appurtenances (collectively the "Facility"); and

WHEREAS, the Licensee has requested a license to outflow into the Facility; and

WHEREAS, on July 7, 2025, the City Council agreed to the Licensee's request subject to the terms and conditions contained in this License Agreement (the "Agreement");

NOW, THEREFORE, the Licensee and the City of Friendswood (the "City"), in consideration of the promises, covenants, and conditions contained herein, hereby mutually agree as follows:

1. License.

1.01 *License Granted.*

The City hereby grants a non-exclusive license to the Licensee to convey storm waters from the Licensed Property to the Facility (the "Licensed Use").

1.02 *Licensed Use.*

The Licensee agrees that the non-exclusive license granted in Section 1.01 is for the Licensed Use only and shall terminate upon the cessation of said use by the Licensee, unless sooner terminated according to other terms and provisions contained in this Agreement.

1.03 *Consideration for License.*

The Licensee shall provide consideration to the City for the license granted herein as specified in this Agreement.

2. License Conditions.

2.01 *General Conditions.*

The City and the Licensee agree that the Licensed Property is granted for the Licensed Use subject to the conditions, terms and reservations contained hereinbelow.

- a. *No Interference.*  
The Licensee will not interfere with the use by the City or other licensees within Licensed Property.
- b. *Maintenance.*  
Grantee shall be responsible for a pro-rata share of the costs and expense of any construction, reconstruction, maintenance and/or repair of the Facility necessary to convey and/or retain/detain storm waters from the Licensee's Property to the Facility.
- c. *No Warranties.*  
In consideration for the privilege of use of the Licensed Property for the Licensed Use, the Licensee specifically assumes any and all liability that may arise due to any site or property defects or other defects arising out of or relating to the Licensed Property and/or the Facility. **The Licensee accepts the Licensed Property as is, in the condition in which it is found. The City hereby disclaims, and the Licensee hereby accepts the City's disclaimer, of all warranties, express or implied, of the conditions or fitness for use of any portions of the Licensed Property.**
- d. *No Nuisance.*  
The Licensee must not create or allow any nuisances on the Licensed Property, as that term is defined by state law and/or the Friendswood City Code. The City reserves the right to remove, remedy or otherwise abate any condition on the Licensed Property that the City believes, in the sole discretion of the City Manager, is a safety hazard or a nuisance. Additionally, the City may require the Licensee to remove, remedy or otherwise abate any such condition on the Licensed Property within forty-eight (48) hours. The removal, remedy and/or abatement concerning the Licensed Property shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs, and the City shall have the right to place a lien on the Licensee's Property in accordance with Section 3.03(b)(2).
- e. *Assumption of Risk.*  
The Licensee undertakes and assumes for its officers, agents, contractors and subcontractors, employees, customers and the public (collectively the "Licensee" for the purpose of this subsection), all risk of dangerous conditions, whether patent or latent, obvious or undiscoverable, and regardless of whether the City should have known of such dangerous conditions, if any, on or about the Licensed Property.
- f. *No Liens on Licensed Property.*  
The Licensee agrees that no claim or lien may be filed against the Licensed Property for work, labor, materials or supplies provided or supplied to the Licensee, concerning the installation, construction, operation, maintenance or use of the Licensed Property or the Improvements. Should such claim or lien be filed,

the Licensee, upon the written request of the City, shall cause such claim or lien covering the Licensed Property to be discharged or bonded within thirty (30) days following such request to the satisfaction of the City Manager.

g. *Subordination.*

The license granted herein is subordinate to the right of the City to use the Licensed Property for a public purpose.

h. *Compliance with Law.*

This License is subject to all local, state and federal laws, including, but not limited to, the provisions of the City Charter and the Friendswood City Code, as it now exists or as it may hereafter be adopted or amended. The Licensee shall, at its expense, comply with all such present and future federal, state, and local laws, ordinances, rules and regulations, including, without limitation, laws and ordinances relating to health, and other radiation and safety requirements in connection with the Licensed Use and/or the Licensed Property.

i. *Permits Required.*

The Licensee must apply for and receive any necessary permits from the Community Development Department, Public Works Department, or other pertinent City boards or departments.

3. Termination.

3.01 *Termination by City.*

In the event of the Licensee's failure to comply with any provision of this Agreement, the City may, at its option, terminate this Agreement for cause after giving the Licensee thirty (30) days' written notice of termination and providing the Licensee the opportunity to cure the default within such thirty (30) day period. If the default remains after the expiration of the cure period or any additional period afforded the Licensee by the City, the City may terminate this Agreement.

3.02 *Termination by Licensee.*

In the event of the City's failure to comply with any provision of this Agreement, the Licensee may, at its option, terminate this Agreement for cause after giving the City thirty (30) days' written notice of termination and providing the City the opportunity to cure the default within such thirty (30) day period. If the default remains after the expiration of the cure period or any additional period afforded the City by the Licensee, the Licensee may terminate this Agreement.

3.03 *Obligations upon Termination.*

a. *Generally.*

Upon the termination or cancellation by the City or the Licensee, this Agreement, with the exception of the Licensee's obligations contained in Sections 3.03, 4.01, and 4.02, shall become null and void.

At such time as this Agreement is terminated or canceled for any reason whatsoever, the Licensee shall, at the City's option, shall restore the premises in accordance with the requirements of the Director of Engineering.

b. *Removal of Improvements.*

(1) *Removal by Licensee.*

At such time as this Agreement is terminated or canceled, for any reason whatsoever, the Licensee shall, at the City's option, restore the Licensed Property in accordance with the requirements of the Director of Engineering. All work shall be done at the Licensee's sole cost and to the satisfaction of the City's Director of Engineering.

(2) *Removal by City.*

The City shall have the right to restore the Licensed Property, in accordance with the requirements of the Director of Engineering, and charge the costs of the same plus an administrative fee of 10% of such cost to the Licensee. The Licensee shall pay the costs and the fee within thirty (30) days of receiving an invoice therefor. Should the Licensee fail to timely pay the invoiced amount, the City may declare the Licensee in breach and the City shall have the right to place a lien on the Licensee's Property for the associated cost and administrative fee, which lien shall accrue interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by law.

4. Indemnity, Release, Insurance, Waiver and No Arbitration.

4.01 *INDEMNITY.*

The Licensee and each person, agent, tenant, firm, corporation, association, or entity of any kind (hereinafter performing work within the City's public right-of-way and/or property as a contractor on behalf of the Licensee (collectively or singularly, "Indemnitor") shall jointly and severally indemnify, defend, and hold the City harmless as set forth below.

**INDEMNITOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR DAMAGE TO ANY PROPERTY, LOSS OF REVENUE, AND/OR DEATH, BODILY INJURY OR OTHER DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE LICENSE GRANTED HEREIN, AND/OR THE LICENSED USE, THE CONDUCT OR MANAGEMENT OF INDEMNITOR'S ACTIVITIES, OR FROM ANY ACT OR OMISSION BY INDEMNITOR, FOR DAMAGE TO ANY PROPERTY, LOSS OF REVENUE, OR ANY OTHER INJURIES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS**

**AGREEMENT, THE LICENSE GRANTED HEREIN, AND/OR THE LICENSED USE, THE CONDUCT OR MANAGEMENT OF INDEMNITOR'S ACTIVITIES ON THE LICENSED PROPERTY, OR FROM ANY ACT OR OMISSION BY INDEMNITOR, WHERE SUCH DAMAGES, LOSSES OR INJURIES ARE CAUSED BY THE JOINT OR SOLE NEGLIGENCE OF INDEMNITOR. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH INDEMNITOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY INDEMNITOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE INDEMNITOR'S SOLE OR JOINT NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, LOSS OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, INDEMNITOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.**

4.02 *Release.*

By this Agreement, City does not consent to litigation or suit, and City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing contained herein shall be construed in any way so as to waive in whole or in part City's sovereign immunity. The Licensee shall never make any claim of any kind or character against the City for damages that it may suffer by reason of the installation, construction, reconstruction, operation, maintenance, or repair of any public improvement or utility, whether presently in place or which may in the future be constructed or installed, including, but not limited to, any water or sanitary sewer mains, or storm sewer facilities, and whether such damage is due to flooding, infiltration, natural causes or from any other cause of whatsoever kind or nature. It is the Licensee's intention, and a condition of this Agreement, that this provision shall constitute a full and total release against any kind or character or claim whatsoever that may be asserted against the City by reason of, or a consequence of having granted permission to the Licensee for the Licensed Use. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

4.03 *Insurance.*

During any construction activity on the Licensee's Property or the Licensed Property, the Licensee and/or its contractors shall maintain the following insurance coverage. Said insurance shall cover all persons involved in the installation, construction, reconstruction, maintenance and/or repair of the Improvements, whether such persons are paid employees, independent contractors or volunteers. The Licensee's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents, who shall be named as additional insureds. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of the Licensee's insurance and shall not contribute to it. All coverage for Contractor's subcontractors, if any, 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 to be maintained by the Licensee and any of its independent contractors during the term hereof:

- a. Commercial General Liability
  - General Aggregate: \$2,000,000
  - Per Occurrence: \$1,000,000
  - Products & Completed Operations Aggregate: \$1,000,000
  - Personal & Advertising Injury: \$1,000,000
  - Coverage shall be broad form CGL
  - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
  - Waiver of Subrogation required.
  
- b. Business Automobile Policy
  - Combined Single Limits: \$1,000,000
  - Coverage for "Any Auto"
  - Waiver of Subrogation required in favor of the City.
  
- c. Workers' Compensation Insurance
  - Since the Licensee currently is not required by law to obtain a Workers' Compensation policy, the Licensee shall sign an affidavit to such effect and shall not be required to provide evidence of a workers' compensation policy. However, should the Licensee subsequently hire employee(s) during the term of the contract, the Licensee shall immediately procure and maintain Workers' Compensation Insurance as required herein if required by state law, unless the Licensee has chosen to opt out of such coverage through the Department of Insurance's Division of Workers' Compensation; and proof of such opt out is provided.
  - Employer's Liability: \$1,000,000
  - Waiver of Subrogation required.

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

- Insurance carrier must have an A.M. Best Rating of A: VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.

- Liability policies must be on occurrence form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- the City and its officers and employees are to be added as Additional Insured to liability policies.
- Upon request, and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
- All insurance required under this section shall be secured and maintained in a company or companies satisfactory to the City.

4.04 *Waiver.*

The Licensee agrees to defend any and all suits, claims, or causes of action brought against the City on account of same, and discharge any judgment or judgments that may be rendered against the City in connection herewith.

4.05 *No Arbitration.*

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

5. General Provisions.

5.01 *Entire Agreement.*

This Agreement constitutes the entire agreement between the City and Licensee. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

5.02 *No Property Right Granted.*

This Agreement does not establish any real property rights, franchises or other rights whatsoever in real estate to the Licensee. This Agreement provides limited rights to use and limited rights for access to facilities subject to termination upon the terms and conditions of this Agreement.

5.03 *Non-Waiver.*

Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

5.04 *No Consent to Litigation.*

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.

5.05 *Remedies Cumulative.*

No right or remedy granted herein or reserved to the City is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the City. Forbearance or indulgence by the City shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

5.06 *No Third-Party Beneficiaries.*

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

5.07 *Severability.*

The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable; and, if any phrase, clause, sentence paragraph, or section of this Agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

5.08 *Notice.*

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and mailed by certified or registered mail, addressed as set forth below or at such other address as may be specified by written notice:

CITY:

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

LICENSEE:

JAC Texas Properties, LLC  
Attn: Managing Member  
204 W Friendswood Dr.  
Friendswood, TX 777546

5.09 *Governing Law.*

The City and the Licensee agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

5.10 *Venue.*

Venue for any dispute arising out of this Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.

5.11 *No Assignment.*

This Agreement cannot be assigned without prior written consent of the City.

- 5.12 *Amendments.*  
This Agreement shall not be amended or changed except by written instrument signed by both parties hereto.
- 5.13 *Headings.*  
Section and paragraph captions herein are for convenience only and neither limit nor amplify the provisions of this instrument.
- 5.14 *Ambiguities.*  
In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 5.15 *Agreement Read.*  
The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 5.16 *Multiple Originals.*  
It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 5.17 *Legal Authority.*  
The Licensee warrants and assures the City that it possesses adequate legal authority to enter into this Agreement and to bind the Licensee to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the \_\_\_\_ day of July, 2025, the date of the signature by the City Manager.

CITY:  
City of Friendswood

\_\_\_\_\_  
MORAD KABIRI, City Manager

ATTEST:

\_\_\_\_\_  
RAQUEL MARTINEZ, City Secretary

LICENSEE:  
JAC Texas Properties, LLC

Jennifer Smith  
(Signature)

Jennifer Smith  
(Printed Name)

Managing Member  
(Title)

STATE OF TEXAS §

COUNTY OF Galveston §

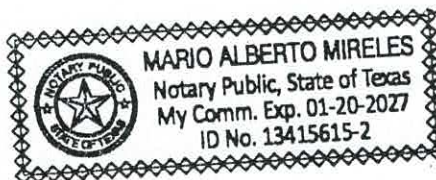
Before me, Mario A Mireles, the undersigned notary public, on this day personally appeared Jennifer Smith, the Managing Member of JAC Texas Properties, LLC,

known to me  
 proved to me on the oath of \_\_\_\_\_ or  
 proved to me through his current Tx Driver 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 executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1<sup>st</sup> day of July, 2025.



Mario  
Notary Public in and for the State of Texas

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 05/21/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider accepting the Riverstone Montessori Infrastructure Improvements Project and authorizing the commencement of the contractor's one-year maintenance period.

Originating Department: Engineering

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows for the acceptance of the Riverstone Montessori Infrastructure Improvements Project (hte "Project") and authorizes the commencement of the contractor's one-year maintenance period.

Riverstone Montessori Friendswood is located at 1610 West Blvd., which is at the intersection of West Blvd. and Friendswood Parkway.

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

The City has received a one-year maintenance bond from the Contractor to correct any work found deficient during this one-year period. Upon completion of this period, the City will take full ownership and maintenance responsibility for the infrastructure.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. One-Year Maintenance Bond - Riverstone Montessori
2. Extended Warranty Maintenance Bond - Riverstone Montessori

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 06/03/2025

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider the reappointment of (i) Susan Asimakis, and (ii) Pauline Moore to the Community and Economic Development Committee for a three-year term beginning immediately and ending on June 30, 2028.

Originating Department: City Secretary

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The Community and Economic Development Committee is a seven-member board whose duties are to encourage commercial and industrial developments which are compatible with the image of Friendswood; provide recommendations to the City Council regarding codes, ordinances, policies, and procedures that assist economic development; and conduct surveys of citizens and businesses to gain understanding of economic development which is compatible with the city's interest, needs, and image.

This item allows the Council to reappoint (i) Susan Asimakis and (ii) Pauline Moore for another three-year term to the Community and Economic Development Committee, beginning immediately and expiring June 30, 2028.

All applicants have met the requirements noted in the City's Appointment Policy and their volunteer application is attached for your review.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Asimakis, Susan - Volunteer Application\_Redacted
2. Moore, Pauline - Volunteer Application\_Redacted



## BE A FRIENDSWOOD VOLUNTEER

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

**THIS INFORMATION WILL BECOME PUBLIC RECORD**

### VOLUNTEER APPLICATION

NAME: Susan Asimakis HOME PHONE: [REDACTED]  
HOME ADDRESS: [REDACTED] WORK PHONE: \_\_\_\_\_  
CITY, STATE, ZIP: [REDACTED]  
EMAIL ADDRESS: [REDACTED] CELL PHONE: [REDACTED]  
OCCUPATION: retired

SPECIAL INTERESTS AND TALENTS: fundraising, non-profit management,  
event production

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

If so, please name the body: \_\_\_\_\_



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

DATE OF BIRTH: [REDACTED]

SEX: F

FRIENDSWOOD RESIDENT FOR 37 YEARS

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

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

I was a senior officer at the Greater Houston Partnership for 21 yrs.  
In my role I worked with top business executives and promoted the  
assets of the 12 county Houston region.

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

Friends of Downtown Friendswood

Chaired, Farm + Vine event

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

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

Susan Asmadi  
Signature of Applicant

1/18/2021  
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

# CITY OF FRIENDSWOOD BOARDS AND COMMISSIONS INFORMATION STATEMENT AND APPLICATION

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

*Name of Board, Committee or Commission:*

*Dates of Service:*

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## PERSONAL REFERENCES:

*Please list at least two references.*


NAME: Brett Banfield

ADDRESS: Banfield Properties

PHONE: 

NAME: Allan Rasmussen

ADDRESS: HomeTown Bank

PHONE: 



## BE A FRIENDSWOOD VOLUNTEER

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

**THIS INFORMATION WILL BECOME PUBLIC RECORD**

### VOLUNTEER APPLICATION

NAME: Pauline Moore

HOME PHONE: [REDACTED]

HOME ADDRESS: [REDACTED]

WORK PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

CELL PHONE: \_\_\_\_\_

OCCUPATION: TNMP, Director

SPECIAL INTERESTS AND TALENTS: Community and Economic Development Committee

Are you currently serving as a member of any Friendswood governmental body? \_\_\_\_\_

If so, please name the body: \_\_\_\_\_



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

DATE OF BIRTH: [REDACTED]

SEX: Female

FRIENDSWOOD RESIDENT FOR 16 YEARS

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

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

I have served on the Friendswood Community and Economic Development Committee since 2004

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

Same as above

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

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

*Pauline More*  
Signature of Applicant

5/16/2019  
Date

Thank you for taking the time to complete this application.

Please return the original application to the address below:

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

**CITY OF FRIENDSWOOD  
BOARDS AND COMMISSIONS  
INFORMATION STATEMENT AND APPLICATION**

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

*Name of Board, Committee or Commission:*

*Dates of Service:*

Community and Economic Development Committee

2004-Current

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PERSONAL REFERENCES:**

*Please list at least two references.*

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 12/02/2024

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

Subject: Consider approving the ad valorem tax report for May 2025.

Originating Department: Finance

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows the Council to receive the ad valorem tax report for May 2025.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. May 2025 GalCo Tax



**Cheryl E. Johnson, PCC, CTOP**  
**Assessor and Collector of Taxes**  
**County of Galveston**

722 Moody Avenue, Galveston Texas 77550  
Toll Free (877) 766-2284 Fax:(409) 766-2479  
Email: galcotax@galvestoncountytx.gov



June 5, 2025

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 May, 2025 is true and correct.

Under my hand and seal this 5th day of June, 2025.



Cheryl E. Johnson, PCC  
Galveston County Tax Assessor/Collector

cc: Sergio Cruz, County Auditor  
Linebarger, Goggan, Blair, & Simpson  
Perdue, Brandon, Fielder, Collins, & Mott  
Assessment & Collection Partners:

- City of Bayou Vista
- City of Clear Lake Shores (delinquent)
- City of Dickinson
- City of Friendswood
- City of Galveston
- City of Hitchcock
- City of Jamaica Beach
- City of Kemah
- City La Marque
- City of League City
- City of Santa Fe
- City of Texas City
- City of Tiki Island
- Dickinson Independent School District
- Galveston Independent School District
- High Island Independent School District
- Hitchcock Independent School District
- College of the Mainland

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

Bay Colony West MUD  
Galveston County MUD No. 2  
Galveston County MUD No. 3  
South Shore Harbour MUD No. 2  
South Shore Harbour MUD No. 3  
South Shore Harbour MUD No. 6  
South Shore Harbour MUD No. 7

Galveston County MUD No. 35  
Galveston County MUD No. 82

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

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2024	M & O	.404140	147,394.77	.00	10,626.00	.00	158,020.77	372.68	.00	.00	158,393.45
	I & S	.110032	40,129.99	.00	2,893.02	.00	43,023.01	.00	.00	.00	43,023.01
	TOTAL	.514172	187,524.76	.00	13,519.02	.00	201,043.78	372.68	.00	.00	201,416.46
2023	M & O	.379450	16,936.46-	.00	711.71	.00	16,224.75-	771.12	.00	.00	15,453.63-
	I & S	.121278	5,413.15-	.00	227.47	.00	5,185.68-	.00	.00	.00	5,185.68-
	TOTAL	.500728	22,349.61-	.00	939.18	.00	21,410.43-	771.12	.00	.00	20,639.31-
2022	M & O	.388560	1,451.66	.00	275.91	.00	1,727.57	176.48	.00	.00	1,904.05
	I & S	.098754	368.95	.00	70.13	.00	439.08	.00	.00	.00	439.08
	TOTAL	.487314	1,820.61	.00	346.04	.00	2,166.65	176.48	.00	.00	2,343.13
2021	M & O	.385147	639.58	.00	86.19	.00	725.77	.00	.00	.00	725.77
	I & S	.102167	169.65	.00	22.87	.00	192.52	.00	.00	.00	192.52
	TOTAL	.487314	809.23	.00	109.06	.00	918.29	.00	.00	.00	918.29
2020	M & O	.392153	540.62	.00	186.82	.00	727.44	.00	.00	.00	727.44
	I & S	.095161	131.19	.00	45.34	.00	176.53	.00	.00	.00	176.53
	TOTAL	.487314	671.81	.00	232.16	.00	903.97	.00	.00	.00	903.97
2019	M & O	.432160	.22	.00	.00	.00	.22	.00	.00	.00	.22
	I & S	.089279	.04	.00	.00	.00	.04	.00	.00	.00	.04
	TOTAL	.521439	.26	.00	.00	.00	.26	.00	.00	.00	.26
2018	M & O	.437173	.45	.00	.00	.00	.45	.00	.00	.00	.45
	I & S	.095218	.10	.00	.00	.00	.10	.00	.00	.00	.10
	TOTAL	.532391	.55	.00	.00	.00	.55	.00	.00	.00	.55
2017	M & O	.433349	48.62	.00	48.41	.00	97.03	23.62	.00	.00	120.65
	I & S	.095000	10.69	.00	10.64	.00	21.33	.00	.00	.00	21.33
	TOTAL	.527349	59.31	.00	59.05	.00	118.36	23.62	.00	.00	141.98
2016	M & O	.462000	.23	.00	.00	.00	.23	.00	.00	.00	.23
	I & S	.084000	.04	.00	.00	.00	.04	.00	.00	.00	.04
	TOTAL	.546000	.27	.00	.00	.00	.27	.00	.00	.00	.27
2015	M & O	.497200	.24	.00	.00	.00	.24	.00	.00	.00	.24
	I & S	.071500	.04	.00	.00	.00	.04	.00	.00	.00	.04
	TOTAL	.568700	.28	.00	.00	.00	.28	.00	.00	.00	.28
2014	M & O	.530300	.01	.00	.00	.00	.01	.00	.00	.00	.01
	I & S	.061100	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.591400	.01	.00	.00	.00	.01	.00	.00	.00	.01

06/02/2025 14:43:30 4852479  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 05/01/2025 THRU 05/31/2025  
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 33  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		133,139.94	.00	11,935.04	.00	145,074.98	1,343.90	.00	.00	146,418.88
ALL	I & S		35,397.54	.00	3,269.47	.00	38,667.01	.00	.00	.00	38,667.01
ALL	TOTAL		168,537.48	.00	15,204.51	.00	183,741.99	1,343.90	.00	.00	185,085.89
DIQ	M & O		14,254.83-	.00	1,309.04	.00	12,945.79-	971.22	.00	.00	11,974.57-
DIQ	I & S		4,732.45-	.00	376.45	.00	4,356.00-	.00	.00	.00	4,356.00-
DIQ	TOTAL		18,987.28-	.00	1,685.49	.00	17,301.79-	971.22	.00	.00	16,330.57-
CURR	M & O		147,394.77	.00	10,626.00	.00	158,020.77	372.68	.00	.00	158,393.45
CURR	I & S		40,129.99	.00	2,893.02	.00	43,023.01	.00	.00	.00	43,023.01
CURR	TOTAL		187,524.76	.00	13,519.02	.00	201,043.78	372.68	.00	.00	201,416.46

FROM: 05/01/2025 THRU 05/31/2025  
 JURISDICTION: 337 FRIENDWD CITY

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2021	RF250501	219099	202112	0.00	0.00	0.00	0.00 21S2	58.48-	58.48-RF
2021	RF250501	219099	202112	58.48-	0.00	0.00	0.00 21S2	58.48	0.00 RF
		2021 TOTAL		58.48-	0.00	0.00	0.00	0.00	58.48-
2022	RF250502	219099	202301	58.48-	0.00	0.00	0.00 22S2	58.48	0.00 RF
2022	RF250502	219099	202301	0.00	0.00	0.00	0.00 22S2	58.48-	58.48-RF
2022	RF250521	H402130000055	202301	9.09	0.00	0.00	0.00 HK33	0.00	9.09 RF
		2022 TOTAL		49.39-	0.00	0.00	0.00	0.00	49.39-
2023	RF250521	10631700000014	202312	0.00	0.00	0.00	0.00 HK21	125.18-	125.18-RF
2023	RF250521	10631700000014	202312	125.18-	0.00	0.00	0.00 HK21	125.18	0.00 RF
2023	RF250521	10847300000002	202401	1,029.07-	0.00	0.00	0.00 HK21	1,029.07	0.00 RF
2023	RF250521	10847300000002	202401	0.00	0.00	0.00	0.00 HK21	1,029.07-	1,029.07-RF
2023	RF250521	1172920010001	202409	128.38-	0.00	25.68-	30.81-HK21	184.87	0.00 RF
2023	RF250521	1172920010001	202409	0.00	0.00	0.00	0.00 HK21	184.87-	184.87-RF
2023	RF250505	168036	202401	234.19-	0.00	0.00	0.00 23S1	234.19	0.00 RF
2023	RF250505	168036	202401	0.00	0.00	0.00	0.00 23S1	234.19-	234.19-RF
2023	RF250505	168506	202310	0.00	0.00	0.00	0.00 23S1	125.18-	125.18-RF
2023	RF250505	168506	202310	125.18-	0.00	0.00	0.00 23S1	125.18	0.00 RF
2023	RF250505	206601	202401	0.00	0.00	0.00	0.00 23S1	385.80	0.00 RF
2023	RF250505	206601	202401	385.80-	0.00	0.00	0.00 23S1	385.80	0.00 RF
2023	RF250505	202660	202403	0.00	0.00	0.00	0.00 23S1	367.71-	367.71-RF
2023	RF250505	202660	202403	337.35-	0.00	30.36-	0.00 23S1	367.71	0.00 RF
2023	RF250505	219099	202401	60.09-	0.00	0.00	0.00 23S1	60.09	0.00 RF
2023	RF250505	219099	202401	0.00	0.00	0.00	0.00 23S1	60.09-	60.09-RF
2023	RF250505	219128	202312	290.32-	0.00	0.00	0.00 23S1	290.32	0.00 RF
2023	RF250505	219128	202312	0.00	0.00	0.00	0.00 23S1	290.32-	290.32-RF
2023	RF250505	407398	202401	0.00	0.00	0.00	0.00 23S1	488.75-	488.75-RF
2023	RF250505	407398	202401	488.75-	0.00	0.00	0.00 23S1	488.75	0.00 RF
2023	RF250505	412958	202311	447.15-	0.00	0.00	0.00 23S1	447.15	0.00 RF
2023	RF250505	412958	202311	0.00	0.00	0.00	0.00 23S1	447.15-	447.15-RF
2023	RF250505	412958	202406	11,717.03-	0.00	0.00	0.00 23S1	11,717.03	0.00 RF
2023	RF250505	412958	202406	0.00	0.00	0.00	0.00 23S1	11,717.03-	11,717.03-RF
2023	RF250505	434314	202401	0.00	0.00	0.00	0.00 23S1	13,319.37-	13,319.37-RF
2023	RF250505	434314	202401	13,319.37-	0.00	0.00	0.00 23S1	13,319.37	0.00 RF
2023	RF250505	733960	202401	0.00	0.00	0.00	0.00 23S1	514.03-	514.03-RF
2023	RF250505	733960	202401	514.03-	0.00	0.00	0.00 23S1	514.03	0.00 RF

REVERSALS DETAIL SCHEDULE  
 FROM: 05/01/2025 THRU 05/31/2025  
 JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2024	RF250521	202412	260.06-	0.00	0.00	0.00 HK09	260.06	0.00 RF
2024	RF250521	202412	0.00	0.00	0.00	0.00 HK09	260.06-	260.06-RF
2024	RF250521	202412	379.37-	0.00	0.00	0.00 HK09	379.37	0.00 RF
2024	RF250521	202412	0.00	0.00	0.00	0.00 HK09	379.37-	379.37-RF
2024	RF250521	202412	0.00	0.00	0.00	0.00 HK09	2,025.03-	2,025.03-RF
2024	RF250521	202412	2,025.03-	0.00	0.00	0.00 HK09	2,025.03	0.00 RF
2024	RF250521	202412	9.21-	0.00	0.00	0.00 HK09	9.21	0.00 RF
2024	RF250521	202412	0.00	0.00	0.00	0.00 HK09	9.21-	9.21-RF
2024	RF250521	202412	0.00	0.00	0.00	0.00 HK09	499.33-	499.33-RF
2024	RF250521	202412	499.33-	0.00	0.00	0.00 HK09	499.33	0.00 RF
2024	RF250521	202412	251.81-	0.00	0.00	0.00 24S1	251.81	0.00 RF
2024	RF250521	202412	0.00	0.00	0.00	0.00 24S1	251.81-	251.81-RF
2024	RF250521	202412	0.00	0.00	0.00	0.00 24S1	254.27-	254.27-RF
2024	RF250521	202411	254.27-	0.00	0.00	0.00 24S1	254.27	0.00 RF
2024	RF250521	202501	0.00	0.00	0.00	0.00 24S1	129.68-	129.68-RF
2024	RF250521	202501	129.68-	0.00	0.00	0.00 24S1	129.68	0.00 RF
2024	103125050725	202505	168.623	0.00	38.91-	0.00 CERT	129.68	338.29-RF
2024	RF250505	202412	168.655	0.00	0.00	0.00 24S1	984.23	0.00 RF
2024	RF250505	202412	0.00	0.00	0.00	0.00 24S1	984.23-	984.23-RF
2024	RF250505	202412	168.655	0.00	0.00	0.00 24S1	984.23	0.00 RF
2024	RF250505	202412	168.707	0.00	0.00	0.00 24S1	391.72	0.00 RF
2024	RF250505	202412	0.00	0.00	0.00	0.00 24S1	391.72-	391.72-RF
2024	RF250505	202501	168.988	0.00	0.00	0.00 24S1	289.14	0.00 RF
2024	RF250505	202501	0.00	0.00	0.00	0.00 24S1	289.14-	289.14-RF
2024	924051325PHC	202504	84.25-	0.00	7.59-	0.00 CERT	0.00	91.84-RF
2024	RF250505	202412	200.601	0.00	0.00	0.00 24S1	527.69-	527.69-RF
2024	RF250505	202412	0.00	0.00	0.00	0.00 24S1	527.69	0.00 RF
2024	RF250505	202501	202.660	0.00	0.00	0.00 24S1	114.48-	114.48-RF
2024	RF250505	202501	0.00	0.00	0.00	0.00 24S1	114.48	0.00 RF
2024	RF250505	202501	202.660	0.00	0.00	0.00 24S1	241.25-	241.25-RF
2024	RF250505	202501	0.00	0.00	0.00	0.00 24S1	241.25	0.00 RF
2024	951050625T	202266	202.666	0.00	0.00	0.00 CERT	0.00	700.84-RF
2024	RF250505	202502	202.660	0.00	0.00	0.00 24S1	346.14	0.00 RF
2024	RF250505	202502	0.00	0.00	0.00	0.00 24S1	346.14-	346.14-RF
2024	RF250505	202412	219.999	0.00	0.00	0.00 24S1	61.71-	61.71-RF
2024	RF250505	202412	0.00	0.00	0.00	0.00 24S1	61.71	0.00 RF
2024	RF250505	202410	219.999	0.00	0.00	0.00 24S1	273.70	0.00 RF
2024	RF250505	202410	0.00	0.00	0.00	0.00 24S1	273.70-	273.70-RF
2024	RF250505	202504	231.864	0.00	0.00	0.00 24S1	285.37	0.00 RF
2024	RF250505	202504	0.00	0.00	0.00	0.00 24S1	285.37-	285.37-RF
2024	RF250505	202501	361.657	0.00	0.00	0.00 24S1	415.45-	415.45-RF
2024	RF250505	202501	0.00	0.00	0.00	0.00 24S1	415.45	0.00 RF
2024	RF250505	202501	361.657	0.00	0.00	0.00 24S1	415.45	0.00 RF
2024	RF250505	202501	415.45-	0.00	0.00	0.00 24S1	415.45	0.00 RF
2024	RF250505	202501	29,201.89-	0.00	56.04-	30.81-	0.00	29,288.74-
2024	2023 TOTAL							

FROM: 05/01/2025 THRU 05/31/2025  
 JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT	
2024	RF250505	202501	204.38-	0.00	0.00	0.00 24S1	204.38	0.00 RE	
2024	RF250505	202501	0.00	0.00	0.00	0.00 24S1	204.38-	204.38-RE	
2024	RF250505	202412	0.00	0.00	0.00	0.00 24S1	5,141.72-	5,141.72-RE	
2024	RF250505	202412	5,141.72-	0.00	0.00	0.00 24S1	5,141.72	0.00 RE	
2024	RF250505	202412	0.00	0.00	0.00	0.00 24S1	700.06-	700.06-RE	
2024	RF250505	202412	700.06-	0.00	0.00	0.00 24S1	700.06	0.00 RE	
2024	RF250505	202501	0.00	0.00	0.00	0.00 24S1	540.17-	540.17-RE	
2024	RF250505	202501	540.17-	0.00	0.00	0.00 24S1	540.17	0.00 RE	
2024	RF250505	202412	800.38-	0.00	0.00	0.00 24S0	800.38-	800.38-TR	
2024	951051425T	202501	606.30-	0.00	0.00	0.00 HS01	0.00	606.30-TR	
2024 TOTAL			16,788.84-	0.00	74.78-	0.00	0.00	16,863.62-	
YEAR 2021									
REFUNDS									
RETURNED ITEMS									
TRANSFERS/REVERSALS									
TOTAL									
YEAR 2022									
REFUNDS									
RETURNED ITEMS									
TRANSFERS/REVERSALS									
TOTAL									
YEAR 2023									
REFUNDS									
RETURNED ITEMS									
TRANSFERS/REVERSALS									
TOTAL									
YEAR 2024									
REFUNDS									
RETURNED ITEMS									
TRANSFERS/REVERSALS									
TOTAL									
ALL YEARS									
REFUNDS									
RETURNED ITEMS									
TRANSFERS/REVERSALS									
TOTAL									

SUMMARY OF PAYMENTS AND REVERSALS  
 FROM: 05/01/2025 THRU 05/31/2025  
 JURISDICTION: 337 FRIENDWD CITY

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2014 TOTAL		0.01	0.00	0.00	0.00	0.00	0.01
	2015 TOTAL		0.28	0.00	0.00	0.00	0.00	0.28
	2016 TOTAL		0.27	0.00	0.00	0.00	0.00	0.27
	2017 TOTAL		59.31	0.00	59.05	23.62	0.00	141.98
	2018 TOTAL		0.55	0.00	0.00	0.00	0.00	0.55
	2019 TOTAL		0.26	0.00	0.00	0.00	0.00	0.26
	2020 TOTAL		671.81	0.00	232.16	0.00	0.00	903.97
	2021 TOTAL		867.71	0.00	109.06	0.00	0.00	976.77
	2022 TOTAL		1,870.00	0.00	346.04	176.48	0.00	2,392.52
	2023 TOTAL		6,852.28	0.00	995.22	801.93	0.00	8,649.43
	2024 TOTAL		204,313.60	0.00	13,593.80	372.68	0.00	218,280.08
	TOTAL PAYMENTS		214,636.08	0.00	15,335.33	1,374.71	0.00	231,346.12
	TOTAL REVERSALS		46,098.60-	0.00	130.82-	30.81-	0.00	46,260.23-
	TOTAL FOR UNIT		168,537.48	0.00	15,204.51	1,343.90	0.00	185,085.89

FISCAL START: 08/01/2024 END: 07/31/2025 JURISDICTION: 0337 FRIENDWD CITY

CURRENT YEAR	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
5,617,453,464	230,844,701	5,848,298,165	0	00.514172	27,951,553.23	17,570

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2024	26,749,105.58	1,202,447.65	1,202,447.65	27,237,501.88	27,237,501.88	714,051.35	97.45	0.00
2023	305,039.31	156,787.75-	156,787.75-	53,352.83	53,352.83	94,898.73	35.99	0.00
2022	55,054.51	30,519.00-	30,519.00-	25,663.92-	25,663.92-	50,199.43	4.60-	0.00
2021	31,053.08	788.10	788.10	4,038.34	4,038.34	27,802.84	12.68	0.00
2020	21,493.73	35.78	35.78	1,556.03	1,556.03	19,973.48	7.23	0.00
2019	16,049.82	68.26-	68.26-	726.52	726.52	15,255.04	4.55	0.00
2018	12,965.90	.00	.00	629.61	629.61	12,336.29	4.86	0.00
2017	11,756.98	.00	.00	483.01	483.01	11,273.97	4.11	0.00
2016	10,189.74	.00	.00	472.45	472.45	9,727.29	4.63	0.00
2015	9,922.71	.00	.00	322.27	322.27	9,600.44	3.25	0.00
2014	11,057.05	.00	.00	344.89	344.89	10,712.16	3.12	0.00
2013	6,629.71	.00	.00	321.99	321.99	6,307.72	4.86	0.00
2012	5,780.38	.00	.00	321.99	321.99	5,458.39	5.57	0.00
2011	5,873.46	.00	.00	321.99	321.99	5,551.47	5.48	0.00
2010	3,597.62	.00	.00	0.00	0.00	3,597.62	0.00	0.00
2009	5,155.54	.00	.00	0.00	0.00	5,155.54	0.00	0.00
2008	4,279.59	.00	.00	0.00	0.00	4,279.59	0.00	0.00
2007	1,319.37	.00	.00	0.00	0.00	1,319.37	0.00	0.00
2006	2,437.90	.00	.00	0.00	0.00	2,437.90	0.00	0.00
2005	1,170.61	.00	.00	0.00	0.00	1,170.61	0.00	0.00
2004	640.47	.00	.00	0.00	0.00	640.47	0.00	0.00
2003	1,034.56	.00	.00	0.00	0.00	1,034.56	0.00	0.00

****	27,271,617.62	1,015,896.52	1,015,896.52	27,274,729.88	27,274,729.88	1,012,784.26		0.00
CURR	26,749,105.58	1,202,447.65	1,202,447.65	27,237,501.88	27,237,501.88	714,051.35		0.00
DELQ	522,512.04	186,551.13-	186,551.13-	37,228.00	37,228.00	298,732.91		0.00

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2025
LAND VALUE	7,686,327,908	7,686,327,908	98,462,806	8,103,030-	90,359,776	7,776,687,684
AG EXCLUSION	36,196,207	36,196,207	17,500,324	4,640,280-	12,860,044	49,056,251
IMPROVEMENTS	1,020,792,976	1,020,792,976	265,459,769	31,675,372-	233,784,397	1,254,577,373
APPRAISED VALUE	7,686,327,908	7,686,327,908	363,922,575	39,778,402-	324,144,173	8,010,472,081
EXEMPTIONS	2,032,678,237	2,032,678,237	85,734,964	12,204,788	93,299,472	2,125,977,709
TAXABLE VALUE	5,617,453,464	5,617,453,464	278,187,611	47,342,910-	230,844,701	5,848,298,165
LEVY	26,749,105.58	26,749,105.58	1,913,009.17	710,561.52-	1,202,447.65	27,951,553.23
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	369	192	567	11,233
OVER 65	3,772	3,772	83	49	133	3,905
DISABLED	190	190	3	5	8	198
VETERAN	268	268	15	3	20	288
TOTAL EXEMPT	86	86	0	0	0	86

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2025
LAND VALUE	7,378,007,830	7,378,007,830	0	538,214-	538,214-	7,377,469,616
AG EXCLUSION	32,425,077	32,425,077	0	13,602	13,602	32,438,679
IMPROVEMENTS	942,980,218	942,980,218	104,891	24,787,538-	24,682,647-	918,297,571
APPRAISED VALUE	7,378,007,830	7,378,007,830	104,891	25,325,752-	25,220,861-	7,352,786,969
EXEMPTIONS	2,071,397,163	2,071,397,163	0	9,289,281	9,302,883	2,080,700,046
TAXABLE VALUE	5,274,185,590	5,274,185,590	104,891	34,628,635-	34,523,744-	5,239,661,846
LEVY	305,039.31	305,039.31	577.74	157,365.49-	156,787.75-	148,251.56
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	0	83	83	10,510
OVER 65	3,603	3,603	0	12	12	3,615
DISABLED	178	178	0	5	5	183
VETERAN	259	259	0	6	6	265
TOTAL EXEMPT	88	88	0	0	0	88

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2025
LAND VALUE	6,593,325,295	6,593,325,295	0	105,070-	105,070-	6,593,220,225
AG EXCLUSION	32,486,183	32,486,183	0	13,785	13,785	32,499,968
IMPROVEMENTS	873,775,097	873,775,097	157,678	6,063,838-	5,906,160-	867,868,937
APPRAISED VALUE	6,593,325,295	6,593,325,295	157,678	6,168,908-	6,011,230-	6,587,314,065
EXEMPTIONS	1,782,152,718	1,782,152,718	0	3,013,372	3,027,157	1,785,179,875
TAXABLE VALUE	4,778,686,394	4,778,686,394	157,678	9,196,065-	9,038,387-	4,769,648,007
LEVY	55,054.51	55,054.51	845.23	31,364.23-	30,519.00-	24,535.51
UNCOLLECTIBLE RECEIVABLE	.00	.00	.00	.00	.00	.00
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	37	37	10,632
OVER 65	3,475	3,475	0	5	5	3,480
DISABLED	180	180	0	2	2	182
VETERAN	253	253	0	3	3	256
TOTAL EXEMPT	84	84	0	0	0	84

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2025
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	55,610-	55,610-	775,101,855
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	174,602-	174,602-	5,827,635,605
EXEMPTIONS	1,579,451,702	1,579,451,702	0	124,244-	124,244-	1,579,327,458
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	50,358-	50,358-	4,214,616,834
LEVY	31,053.08	31,053.08	.00	788.10	788.10	31,841.18
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					4.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	1-	1-	10,297
OVER 65	3,255	3,255	0	2-	2-	3,253
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	2	2	242
TOTAL EXEMPT	84	84	0	0	0	84

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2025
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	5,400-	5,400-	706,407,940
APPRAISED VALUE	5,043,274,252	5,043,274,252	0	124,392-	124,392-	5,043,149,860
EXEMPTIONS	1,218,139,975	1,218,139,975	0	102,001-	102,001-	1,218,037,974
TAXABLE VALUE	3,797,796,969	3,797,796,969	0	22,391-	22,391-	3,797,774,578
LEVY	21,493.73	21,493.73	.00	35.78	35.78	21,529.51
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,220	10,220	0	0	0	10,220
OVER 65	3,163	3,163	0	1-	1-	3,162
DISABLED	182	182	0	0	0	182
VETERAN	221	221	0	0	0	221
TOTAL EXEMPT	80	80	0	0	0	80

	CERTIFIED ROLL	ROLL AS OF 08/01/2024	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 05/31/2025
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	0.00	68.26-	68.26-	15,981.56
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
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	74	74	74

**Summary of Jurisdiction Remittances Processed Property Tax File**  
**For Remitted Deposit Dates 05/01/2025 thru 05/30/2025 as of 06/03/2025**

Batch Seq  
4853520

Report run on: June 3, 2025 2:53 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
<b>337 FRIENDWD CITY</b>							
ACH 92519	Print Date:06/03/2025						
	Current	31,244.66	8,506.69	0.00	0.00	0.00	39,751.35
	Delq	(19,397.22)	(6,199.47)	0.00	0.00	0.00	(25,596.69)
Last Deposit Date	05/12/2025	\$11,847.44	\$2,307.22	\$0.00	\$0.00	\$0.00	\$14,154.66
ACH 92562	Print Date:06/03/2025						
	Current	17,392.17	4,735.25	0.00	0.00	0.00	22,127.42
	Delq	241.33	77.12	0.00	0.00	0.00	318.45
Last Deposit Date	05/15/2025	\$17,633.50	\$4,812.37	\$0.00	\$0.00	\$0.00	\$22,445.87
ACH 92604	Print Date:06/03/2025						
	Current	15,502.23	4,220.68	0.00	0.00	0.00	19,722.91
	Delq	(111.82)	(36.21)	0.00	0.00	0.00	(148.03)
Last Deposit Date	05/21/2025	\$15,390.41	\$4,184.47	\$0.00	\$0.00	\$0.00	\$19,574.88
ACH 92646	Print Date:06/03/2025						
	Current	40,852.09	11,122.47	0.00	0.00	0.00	51,974.56
	Delq	1,043.65	294.69	0.00	0.00	0.00	1,338.34
Last Deposit Date	05/27/2025	\$41,895.74	\$11,417.16	\$0.00	\$0.00	\$0.00	\$53,312.90
ACH 92694	Print Date:06/03/2025						
	Current	53,029.62	14,437.92	0.00	0.00	0.00	67,467.54
	Delq	5,278.27	1,507.87	0.00	0.00	0.00	6,786.14
Last Deposit Date	05/30/2025	\$58,307.89	\$15,945.79	\$0.00	\$0.00	\$0.00	\$74,253.68
<b>Total:</b>		<b>\$145,074.98</b>	<b>\$38,667.01</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$183,741.99</b>

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: July 7, 2025

Date submitted: 05/16/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on June 2, 2025.

Originating Department: City Secretary

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item allows the City Council to review and approve the minutes of the City Council Regular Meeting held on June 2, 2025.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. June 2, 2025, CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF FRIENDSWOOD  
JUNE 2, 2025**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, JUNE 2, 2025, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE 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
Michael P. Ross	Councilmember
Morad Kabiri	City Manager
Karen Horner	City Attorney
Raquel Martinez	City Secretary

**1. CALL TO ORDER**

Mayor Pro Tem Matranga called the meeting to order with a quorum present at 5:32 P.M, as Mayor Mike Foreman was absent.

**2. INVOCATION**

The invocation was led by Pastor Mike Cervantes of New Hope Church of Friendswood.

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

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

**4. SWEARING-IN CEREMONY**

**A. Administer the oath of office to Robert J. Griffon for the office of Councilmember, Position No.**

Municipal Court Judge James Woltz administered the oath of office and statement of elected official to Councilmember Griffon, followed by Mayor Pro Tem Matranga presenting him the certificate of election.

**5. COUNCIL COMMENTS AND REPORTS**

**A. Provide a brief overview of H-GAC's Regional Growth Forecast, including Pearland FM 518 Corridor Study (from McLean Road to E. Edgewood Drive) and the possible impact on Friendswood thoroughfares.**

Councilmember Branson opened the comments by reporting over the new Houston-Galveston Area Council (H-GAC) data that shows regional estimated population growth from 7 million (2020) to 10.7 million (2050). She noted back in the 1980s most of the growth was happening within Beltway 8, but now growth within State Highway 99 is taking off. City Manager Morad Kabiri took a moment to point out

new developments that would also impact Friendswood commuters. The H-GAC's FM 518 Corridor Study was shared in hopes to secure federal funding and provide solutions to congestion. Additional discussion ensued regarding new developments and affected thoroughfares.

Moreover, Councilmember Ross took a moment to promote the City's Water Smart Portal. He said the digital water meters let residents track daily and hourly water use and spot leaks. Councilmember Griffon praised the portal as he has reduced his own water usage and is saving money. He congratulated and welcomed Councilmember Ross to Council and thanked voters for re-electing himself to Council as well.

Councilmember Hanks congratulated both Councilmember Ross and Griffon for being elected. She additionally spoke on the beautiful Memorial Day monument and past ceremony. Councilmember Branson also congratulated the new and returning councilmembers. She praised the Memorial Day speaker and brought to attention a news article about Friendswood's low crime rate.

Councilmember Ellisor likewise congratulated both Councilmembers Ross and Griffon. He shared that he attended a "Legacy of Apollo" event with former astronauts and flight directors, few of those folks being Friendswood residents. Mayor Pro Tem Matranga echoed prior congratulations to the councilmembers. He expressed his appreciation for the Memorial Day program. He invited and encouraged residents to attend next year. He closed the item noting he also attended the past Fourth of July Steering Committee Meeting and thanked all of the people responsible for making that event happen and pulling it off so well every year.

## **6. PUBLIC COMMENT**

Mayor Pro Tem Matranga announced the following citizens had signed up to provide a public comment.

Former Councilmember Brent Erenwert asked Council to sunset the downtown tax to focus on all of Friendswood – not just downtown. He requested to put the issue on the ballot so residents can have the opportunity to decide in how their tax dollars are used.

Ms. Jackie Gibson raised the concern to Council over the high speed, cut-through traffic in Boca Raton Section 1 to avoid the stoplights at Sun Meadow and San Joaquin on FM 528. She relayed traffic studies confirm the danger, but no speed bumps, rumble strips, nor stop signs have been added. She asked the City to take action in remedying the issue.

Mr. Jeff Weisell voiced to Council his opposition to the closure on West Castlewood for a Sunday event. He worried the closure limits access for elderly neighbors and residents and could set a precedent for other events. As a representative to other residents that were not able to attend the meeting, he asked the Council to find an alternative that would keep the street open.

## **7. SPECIAL RECOGNITIONS AND ACKNOWLEDGEMENTS**

### **A. Receive the Library Advisory Board's Annual Report.**

City Manager Morad Kabiri noted the presenter was absent, but the backup material can be found in their packets. Mayor Pro Tem Matranga wished to know where the new library vending machine is going to be located. Library Director Matt Riley relayed they are looking at a location in Stevenson Park. He added the vending machine is mobile and can be relocated, if needed.

## 8. COMMITTEES OR SPECIAL REPORTS

### A. Receive and discuss an update regarding emergency preparedness.

Emergency Services Director Brian Mansfield presented updates on the City of Friendswood's Emergency Preparedness to Council with the following highlights:

- **All-Hazard Focus** – City plans cover fires, floods, pandemics and more, aiming to restore “community lifelines” as quickly as possible.
- **Preparedness and Planning** – Staff meets with partners from all levels, such as: local, regional, state, federal, private-sector, faith and civic groups.

Councilmember Branson asked if any senior centers are online that flooded during Harvey and Chief Mansfield replied none that were actually flooded. Councilmember Branson asked about generators. Chief Mansfield explained staff are working with contacts for third-party generators. Additional discussion ensued over non-commercial group homes, which the state limits city regulation, that remain vulnerable. Councilmember Hanks asked if staff maintain a vulnerable-resident list, which he confirmed the City uses the state's STEER list and performs outreach. He also noted plans and pre-disaster contracts include:

- Emergency Management Plan
- Continuity of Operations Plans
- Mitigation Plans
- Debris Removal & Monitoring
- Disaster Catering
- Disaster Logistics

Councilmember Griffon asked staff to disseminate information to the public as quickly as they can. Chief Mansfield agreed and proceeded to discuss staff's public outreach efforts.

- **Public Outreach** – Staff takes readiness talks to organizations and community events as well as provide accessible communication, such as:
  - *Events:* Touch-a-Truck, Under the Oaks, Concerts/Movies-in-the-Park, etc.
  - *Presentations:* Chamber of Commerce, the Friendswood Rotary, etc.
  - *Communications:* Mass Notification System (Rave), Social Media, Website, etc.
- **Funding** – Chief Mansfield flagged talk of higher FEMA thresholds and lower reimbursements. It was noted Council may need to weigh catastrophic insurance or higher reserves. Those FEMA Public Assistance thresholds for FY2025 were displayed as follows:
  - *Galveston County:* \$1,655,219.04
  - *Harris County:* \$22,331,004.40
  - *State of Texas:* \$55,085,004.45
- **Debris Management** – The City keeps its debris-removal and monitoring contracts active every year. They first assess debris volumes and monitor every load so the City can pay accurate amounts. Routing is assigned daily but can be affected by debris amounts, types, accessibility, etc.

Chief Mansfield ended his presentation by providing sources for residents to make a plan, build a kit, and how to stay informed, such as: the City's push notifications, TV channels, and social media. Council additionally requested improved communication with homeowner's associations (HOAs). Councilmember Hanks requested that staff utilize the councilmembers to help with public outreach during storms or other disaster events, maybe that is something that can be discussed at their upcoming council retreat.

## **9. CITY MANAGERS REPORT**

### **A. Present an update regarding the City's Fourth of July celebration.**

City Manager Morad Kabiri reported Friendswood will hold its 130th consecutive July 4th celebration. Festivities will kick off at 10:00 A.M. with a parade and daytime program in Stevenson Park. After a break, evening activities will follow at 7:00 P.M. with a concert by Texas Unlimited and fireworks at Centennial Park. He invited everyone to come out and enjoy the full-day family festival.

### **B. Present an update regarding Small Business Week held May 4-10, 2025.**

City Manager Morad Kabiri recapped the 2025 Small Business Week that was organized by the Community Economic Development Committee (CEDC), Councilmember Branson, the Friendswood Rotary Club, the Small Business Alliance, and many others. He thanked all partners involved in making this event a reality.

### **C. Recognize the Waste Connections of Texas 2025 Scholarship Recipients.**

City Manager Morad Kabiri recognized Waste Connections for awarding three scholarships to the following three Friendswood residents:

- Abigail McMurrough – Friendswood High School,
- Tien Hoang – Clear Brook High School, and
- Taylor Millard – Clear Springs High School.

### **D. Recognize Finance Director Rhonda Bloskas for completing the North Central Texas Council of Governments (NCTCOG) New & Emerging Finance Directors Program.**

City Manager Morad Kabiri recognized Finance Director Rhonda Bloskas for completing the North Central Texas Council of Governments (NCTCOG) New and Emerging Finance Directors Program, which is an 8-month program covering industry trends and critical issues in the world of municipal finance.

### **E. Recognize the City Secretary's Office for receiving the TMCA Municipal Clerk's Office Achievement of Excellence Award.**

City Manager Morad Kabiri announced Friendswood received its first Texas Municipal Clerks Association (TMCA) Municipal Clerk's Office Achievement of Excellence Award. He credited City Secretary Raquel Martinez and her predecessor Assistant City Manager Leticia Brysch and presented them with the certificate award.

## 10. BUSINESS ITEMS

### **A. Consider authorizing an agreement with PM Construction & Rehab, LLC, a subsidiary of PURIS LLC, through HGACBuy for the 2025 Sanitary Sewer Rehabilitation Program for sewer mains and manhole rehabilitation and repairs.**

City Manager Morad Kabiri relayed the item was a contract for sewer rehabilitation. The City's old sanitary sewer infrastructure leak from shifting ground and root penetration. The H-GAC BuyBoard contract lets crews replace lines. He explained the City has smoke-testing and CCTV inspections to pinpoint failed pipes. The \$1.2 million contract will be paid by their operating and water-sewer budget, as well as prior year unspent funds.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve the contract related to Item 10.A., as submitted. The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon and Councilmember Michael P. Ross

Nays: None

Absent: Mayor Mike Foreman

The item passed unanimously.

### **B. Consider the election of a Vice Mayor Pro Tem.**

City Manager Morad Kabiri noted both the Mayor and Mayor Pro Tem will be out of town for four days. Staff recommended naming the most-senior councilmember to ensure someone can sign emergency documents. He said the choice covers only that brief window and can be refined at the upcoming retreat.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Councilmember Robert J. Griffon as Vice Mayor Pro Tem as related to Item 10.B. The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon and Councilmember Michael P. Ross

Nays: None

Absent: Mayor Mike Foreman

The item passed unanimously.

## 11. PROPOSED ORDINANCES & RESOLUTIONS

### A. Consider an ordinance amending the City's General Budget for Fiscal Year 2024-2025 by approving "Budget Amendment IX" and providing for supplemental appropriation and/or transfer of certain funds.

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Ordinance No. 2025-19, related to Item 11.A., as submitted. The vote was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Michael P. Ross

Nays: None

Absent: Mayor Mike Foreman

The item passed unanimously.

#### ORDINANCE NO. 2025-19

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 IX" 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.

## 12. CONSENT AGENDA

A motion was made by Councilmember Branson and seconded by Councilmember Hanks to approve Consent Agenda Items 12.A. and 12.X. However, there was discussion prior to the vote.

Mayor Pro Tem Matranga reiterated that during tonight's public comments, Mr. Jeff Weisell, had expressed opposition to road closure for consent agenda item 12.D., regarding the Figgy Youth Triathlon, however, staff indicated there would be emergency personnel on hand during the event to accommodate residents getting out of their community should an emergency issue arise.

The vote for the motion on the table was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, Councilmember Robert J. Griffon, and Councilmember Michael P. Ross

Nays: None

Absent: Mayor Mike Foreman

The Consent Agenda passed unanimously.

- A. Consider a resolution authorizing the submission of a grant application to the Firehouse Subs Public Safety Foundation for life-saving equipment for the Friendswood Police Department and appointing the City Manager to act as the City's authorized representative for all purposes under the grant.**

RESOLUTION NO. R2025-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION SEEKING ELIGIBLE GRANT FUNDS TO OUTFIT ALL PATROL VEHICLES WITH AUTOMATED EXTERNAL DEFIBRILLATORS; DESIGNATING THE CITY MANAGER AS THE CITY'S REPRESENTATIVE IN SEEKING ELIGIBLE GRANT FUNDS; AND PROVIDING AN EFFECTIVE DATE.

- B. Consider a resolution designating authorized signatories for the Community Development Block Grant – Mitigation Program (CDBG-MIT) Resilient Communities Program (RCP) award under Texas General Land Office State Contract No. 24-160-091-F088.**

RESOLUTION NO. R2025-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM, GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 23-160-091-F088; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- C. Consider designating Wells Fargo Bank, N.A., to serve as the depository for the City's funds and authorizing a depository services agreement Wells Fargo Bank, N.A.**
- D. Consider approving the street closure of W. Castlewood Ave. from Cedarwood Ave. to Merriewood Dr. for the Figgy Youth Triathlon on Sunday, August 3, 2025, from 7:00 a.m. to 10:00 a.m.**
- E. Consider authorizing a Buyout License Agreement with Cindy Howard for property located at 117 and 121 Cherry Tree Lane.**
- F. Consider approving the first renewal of the City's Emergency Debris Removal Pre-Event Contracts with (i) Crowder Gulf, LLC, and (ii) KDF Enterprises, LLC.**
- G. Consider approving the first renewal of the City's Debris Monitoring Services Contracts with (i) Thompson Consulting Services and (ii) Tetra Tech.**
- H. Consider appointing (i) Brian Gibson, (ii) Douglas Konopka, and (iii) Dennis Barber to the West Ranch Management District for a four-year term, set to expire on June 1, 2029.**

- I. Consider approving the first renewal of the City's Pre-event Standby Contracts for Disaster Logistics with (i) Garner Environmental Services Inc., and (ii) DRC Emergency Services, LLC.**
- J. Consider authorizing the final acceptance of the Forest Bend Detention Pond Project and the release of the contractor's one-year maintenance bond.**
- K. Consider authorizing the final acceptance of the Blackhawk Facility Renovation Project and the release of the contractor's one-year maintenance bond.**
- L. Consider authorizing the final acceptance of the Blackhawk Emergency Shelter Project and the release of the contractor's one-year maintenance bond.**
- M. Consider authorizing the final acceptance of the Avalon at Friendswood, Section Three Public Utilities and Drainage Improvements Project and the release of the contractor's one-year maintenance bond.**
- N. Consider authorizing the final acceptance of the Fiscal Year 2022-2023 Striping Maintenance Project and the release of the contractor's one-year maintenance bond.**
- O. Consider accepting the 400 Fence Post Road Infrastructure Improvements Project and authorizing the commencement of the contractor's one-year maintenance period.**
- P. Consider awarding the Docking Station Purchasing and Installation Project (Bid 2025-05) to Texas Municipal and Industrial IFB.**
- Q. Consider appointing (i) Marcus Rives (ii) Brian Bounds, (iii) Travis Mann, and (iv) Thomas Hinckley for a two-year term, and (v) Marsha Conrad for a one-year term, to the Planning and Zoning Commission beginning July 1, 2025, and ending June 30, 2027.**
- R. Consider appointing (i) Paul Marx, (ii) Elmer Johnson, and (iii) Arden Hill to the Friendswood Downtown Economic Development Corporation for a two-year term beginning on July 1, 2025, and ending on June 30, 2027.**
- S. Consider appointing (i) Glenn Mintz and (ii) Les French as regular members and (iii) James Gibson, (iv) Dale Kohn, and (v) Kurt Buske as alternate members to the Zoning Board of Adjustment for a two-year term beginning July 1, 2025, and ending June 30, 2027.**
- T. Consider appointing (i) Diane Freeman, (ii) Mark Crawford, (iii) Neeta Jambhekar, (iv) JoBeth Brizendine, (v) Benette Rowley, and (vi) Madeline Short to the Friendswood Public Library Advisory Board for a three-year term beginning July 1, 2025, and ending June 30, 2028.**
- U. Consider appointing (i) Dale Kohn as a regular member and (ii) Glen Grayban as an alternate member to the Construction Board and Adjustment and Appeals for a two-year term effective June 1, 2025, and ending on June 30, 2027.**
- V. Consider approving the ad valorem tax report for April 2025.**

**W. Consider approving the minutes of the City Council Regular Meeting held on May 5, 2025.**

**X. Consider approving the minutes of the City Council Special Meeting held on May 14, 2025.**

### **13. EXECUTIVE SESSION**

**A. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding Tostado v. Cit of Friendswood, in the 122<sup>nd</sup> Judicial District court, Galveston County, Texas; Cause No. 18-CV-0108.**

**B. Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding all pending and contemplated litigation involving the City of Friendswood.**

At 6:52 P.M. Mayor Pro Tem Matranga recessed and convened into an Executive Session.

At 8:08 P.M. Mayor Pro Tem Matranga reconvened the meeting and announced that, in accordance with Section 551.102 of the Texas Government Code, no action was taken in the Executive Session.

### **14. DISCUSSION AND POSSIBLE ACTION**

**A. Consider authorizing the Second Amendment to the Economic Development Agreement with Tannos Development Group, LLC, for the Albritton Project located at 408 S. Friendswood Drive.**

A motion was made by Councilmember Ellisor and seconded by Councilmember Branson to authorize the Second Amendment to the Economic Development Agreement with Tannos Development Group, LLC, for the Albritton Project located at 408 S. Friendswood Drive, related to Item 14.A., as submitted. However, there was discussion prior to the vote.

Councilmember Ross wished to entertain a motion to table the item for further discussion. However, Councilmember Ellisor called a point of order to note Robert's Rules. Councilmember Ross amended his motion to postpone the item until the July City Council Meeting. The motion failed for lack of a second.

The vote for the motion on the table was the following:

Ayes: Councilmember John Ellisor, Councilmember Trish Hanks, Councilmember Sally Branson, Mayor Pro Tem Joe Matranga, and Councilmember Robert J. Griffon

Nays: Councilmember Michael P. Ross

Absent: Mayor Mike Foreman

The item passed.

### **15. ADJOURNMENT**

With there being no further business, Mayor Pro Tem Matranga adjourned the June 2, 2025, City Council Regular Meeting at 8:11 P.M.

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Joe Matranga, Mayor Pro Tem

Attest:

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Raquel Martinez, TRMC, City Secretary