



**CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 3, 2025, 5:30 PM
BOARDROOM, FISD ADMINISTRATION ANNEX BUILDING
402 LAUREL DRIVE, 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. WORK SESSION TOPICS

- A. Receive and discuss a presentation from the Emergency Medical Services division.
- B. Discuss the permitted heights of plants, trees, and branches in and over restricted areas, including visibility triangles and other traveled public ways.

7. PROPOSED FLUM AMENDMENT AND ZONING MAP AMENDMENT CONCERNING PROPERTY LOCATED AT 401 W EDGEWOOD DR

- A. Conduct a public hearing concerning a request for an amendment to the Future Land Use Map (FLUM) for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas, to change the FLUM from "Low Density" residential to "Retail."
- B. Conduct a public hearing concerning a request for a zone classification change for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).
- C. Consider approving an ordinance amending the Future Land Use Map (FLUM) for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a

subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas, to change the FLUM from "Low Density" residential to "Retail."

- D. Consider approving an ordinance amending the City's official zoning map to change the zoning classification for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

8. CITY MANAGER'S REPORT

- A. Receive an update regarding the City of Friendswood earning a 2025 Top Workplace Winner from the Houston Chronicle.
- B. Present an update on Stevenson Park improvements completed during the past fiscal year.
- C. Present an update regarding the City's Fall Haul event.
- D. Receive an update regarding the City's upcoming holiday events.
- E. Recognize Assistant Director of Parks Gary Williams for his twenty-four years of service and retirement with the City of Friendswood.

9. BUSINESS ITEMS

- A. Consider authorizing the formation of an ad hoc Comprehensive Plan Advisory Committee and confirming the appointments thereto.
- B. Consider authorizing an Economic Development Agreement with All Out Development Inc., concerning the redevelopment of the property located at 303 N Friendswood Drive.
- C. Consider authorizing a Professional Services Agreement with Guy Engineering Services, Inc., for the Greenbriar Bridge Rehabilitation Project.

10. PROPOSED ORDINANCES & RESOLUTIONS

- A. Consider on first reading an ordinance granting a franchise agreement to Waste Connections of Texas, LLC, for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials in the City of Friendswood.
- B. Consider on first reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds, and Insurance Amounts" of the Friendswood City Code to update the solid waste fees commensurate with the solid waste franchise agreement.
- C. Consider on second and final reading an ordinance amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 1 "Generally," Section 2-21 "Definitions" and Division 10 "Planning and Zoning Commission," Section 2-73 "Powers and duties" of the Friendswood City Code and amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new division to be numbered and entitled Division 2.5 "Capital Improvements Advisory Committee" to establish a new committee to perform the duties and functions conferred on such a committee by Chapter 395 of the Texas Local Government Code; and amending Chapter 70 "Streets, Sidewalks, and other Public Places," Article III "Construction," Section 70-64 "Sidewalks required" to refine the duties of the Planning and Zoning Commission with respect to sidewalks by removing the sidewalk installation fund.
- D. Consider an ordinance amending the City's General Budget for Fiscal Year 2025-2026 by approving "Budget Amendment I" and providing for supplemental appropriation and/or transfer of certain funds.

- E. Consider a resolution finding that public convenience and necessity requires the acquisition of 5.452 acres of land located adjacent to the southeast portion of Lake Friendswood and being a part of the I & G N R R Company Survey, Section 3 Abstract 614, Galveston County, Texas, and being a part of the original Galveston-Houston Interurban Land Company Subdivision, Division A and also being that same tract of land described as Tract 2 in a deed recorded in Volume 2621, Page 279 in the Office of the County Clerk of Galveston County, Texas, for the expansion of Lake Friendswood Park and authorizing eminent domain proceedings for the acquisition of fee simple interest thereof from Joseph B. Tostado.

11. CONSENT AGENDA

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

- A. Consider a resolution approving an Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood Chamber of Commerce Christmas Lighted Parade on FM 518.
- B. Consider authorizing a License and Indemnity Agreement with Allegra Living Trust for the non-exclusive use of the right-of-way in front of 405 Laurel Drive for parking for the business located thereon.
- C. Consider approving the purchase of four (4) service trucks for the Public Works Department from Silsbee Ford through The Interlocal Purchasing System (TIPS) Contract No. 210907.
- D. Consider adopting rules of procedure for the Capital Improvements Advisory Committee.
- E. Consider appointing Victoria Hall to the Fourth of July Steering Committee for a three-year term beginning immediately and ending on October 31, 2028.
- F. Consider appointing Cari Infante to the Community and Economic Development Committee for a three-year term beginning immediately and ending on June 30, 2028.
- G. Consider approving the ad valorem tax report for September 2025.
- H. Consider approving the minutes of the City Council Regular Meeting held on October 6, 2025.

12. ADJOURNMENT

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY MATTERS LISTED ABOVE.

THE CITY OF FRIENDSWOOD IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. PLEASE CONTACT THE CITY SECRETARY'S OFFICE BY PHONE AT (281) 996-3270, FAX (281) 482-1634, OR CONTACT (281) 996-3270 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM).

City of Friendswood FYE 2026 Taxpayer Impact Statement (Based upon Balanced Budgets)			
Description	Property Tax Bill for FYE 2025	Estimated Property Tax Bill for FYE 2026 at the No New Revenue Rate	Estimated Property Tax Bill for FYE 2026 at the Proposed Tax Rate
Total Tax Rate (per \$100 of value)	\$ 0.514172	\$0.50117	\$ 0.514172
Value of Median-Valued Homestead Property in City (with 20% Homestead Exemption)	\$369,935	\$384,073	\$384,073
Tax on Median-Valued Homestead	\$ 1,902.10	\$1,924.86	\$1,974.80

Raquel Martinez

Posted by: Raquel Martinez, TRMC, City Secretary
Posted in compliance with the Open Meetings Act on this
28th day of October 2025, at 5:30 P.M.



**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 09/25/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Receive and discuss a presentation from the Emergency Medical Services division.

Originating Department: Emergency Services Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows City Council to receive a presentation from the Chief and the Medical Director of the Emergency Medical Services Division, providing an overview of Friendswood EMS's current level of service, mobile equipment utilization, and 911 response performance for Advanced Life Support (ALS) requests for service.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. 2025 EMS Ambulance Workshop CC 11.3.2025

Friendswood EMS Workshop

Department of Emergency Services



Mission

- Provide efficient, rapid, prompt, professional and effective medical healthcare to the Friendswood community.
- Advanced Life Support care will be rendered according to the Friendswood EMS Advanced Treatment Guidelines that are issued by the Medical Director, Dr. Abel Longoria.



Current Services



Staff

14 Full-Time Medics

18 Part-Time Medics

17 Volunteer Medics



Type I Ambulances

4 Licensed by Texas DSHS as
Mobile Intensive Care Units (MICUs) capable



24 hours/day, 7 days/week

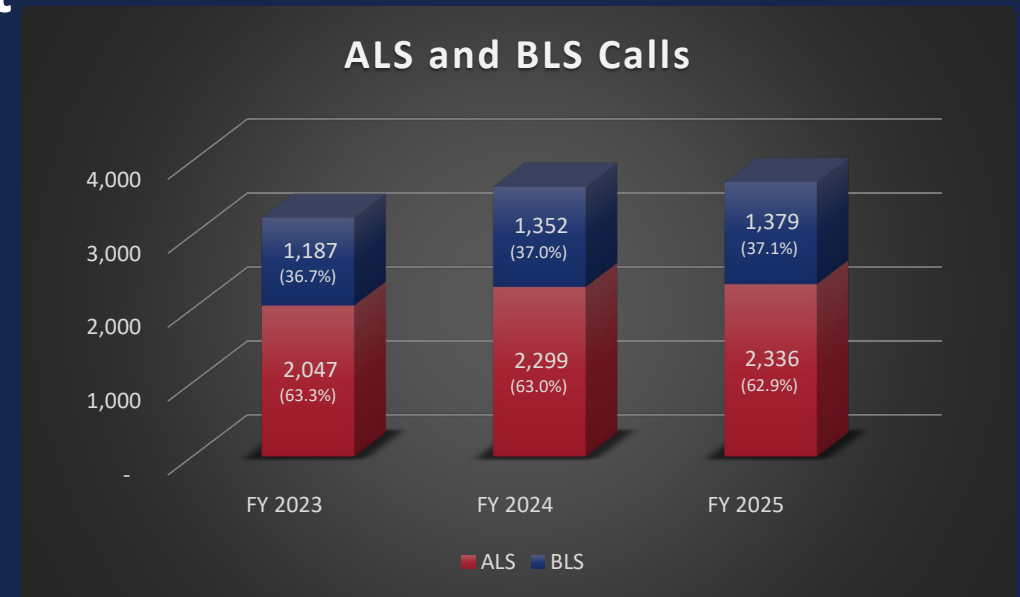
2 Ambulances staffed with 2 Medics

1 Paramedic Supervisor

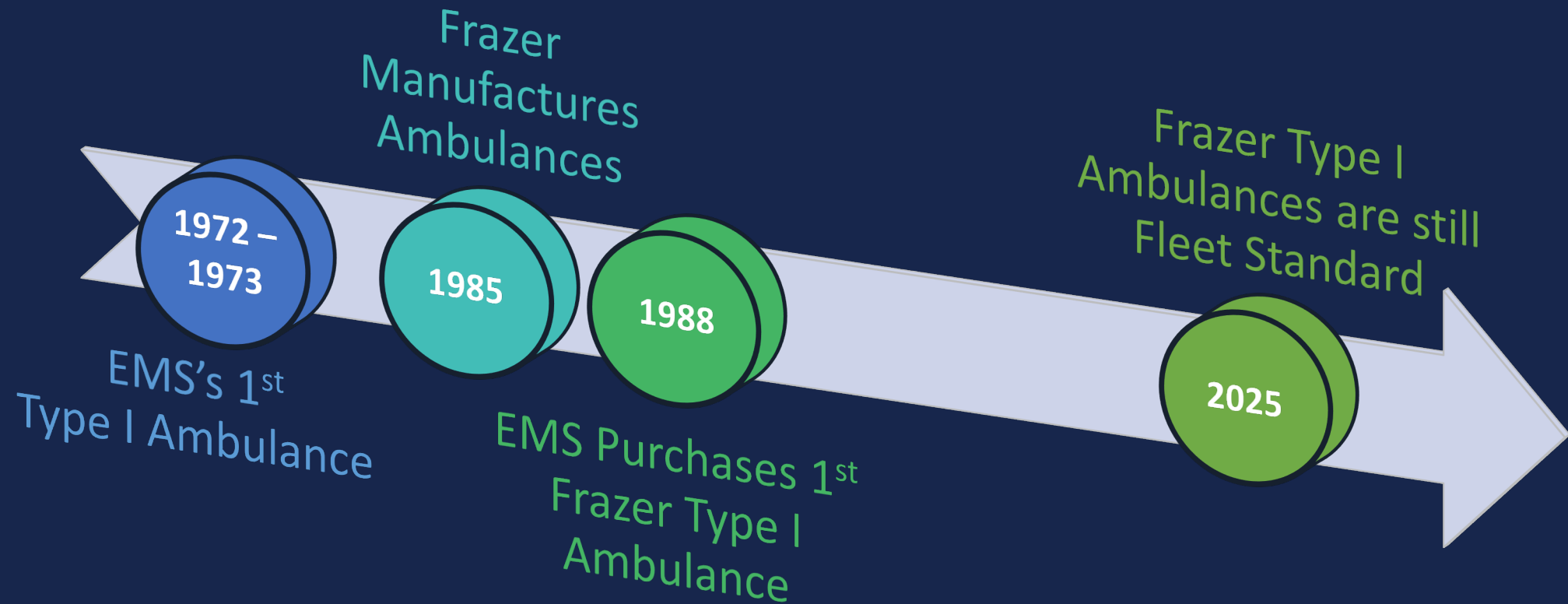


Calls for Service

- Average of 60% of all calls result in a transport
- Fall calls average 20% of all transports
- Over 60% of fall calls require ALS transport



Type I Ambulance Timeline



Ambulance Type Overview

Type I – Heavy-Duty Truck Chassis + Separate Box

- Superior safety, durability, and patient care space
- High-demand urban 911 systems
- Long service life and higher weight capacity to carry ALS equipment



Type II – Van Chassis

- Limited workspace for patient care and crew movement
- Interfacility or patient transport
- Smaller and less equipment than a Type I or Type III



Type III – Cutaway Van Chassis

- Moderate space and functionality
- Smaller communities or mixed 911/interfacility systems
- Smaller and less equipment than a Type I



Industry Standard for 911 EMS Providers

Area 911 EMS providers with Type 1 Ambulances:

- Pearland
- League City
- Alvin
- Dickinson
- Texas City
- Galveston County Health District
- Houston Fire
- Deer Park
- La Porte
- Baytown
- Mont Belvieu
- Channelview
- Galena Park
- Highlands
- Bellaire
- West University
- Sugar Land
- Fort Bend County and many more.



Side-by-Side Comparison

Feature	Type I – Ford F-450	Type II – Mercedes-Benz Sprinter
Weight (loaded)	~13,000 – 16,000+ lbs.	~7,000 – 10,000 lbs.
Maneuverability	Fair – harder in culs-de-sac/congested areas	Excellent – tight turns, city-friendly
Ride Comfort	Harsher, truck-like ride	Smoother, car-like ride, quieter
Fuel Economy	6-9 mpg	13-16 mpg
Payload/Capacity	Walk-in, multiple crew stations	Limited crew/equipment space
Durability	Chassis (5-6 year) Re-mountable Box (10-12+ years)	Shorter (5-7 years heavy use)
Maintenance	Ford parts widely available	Mercedes Benz part costlier
Road Clearance	High – rural/uneven terrain capable	Low – not for rough/flooded roads
Best Fit	Rural/highway EMS	Urban/Suburban EMS



Side-by-Side Cost Comparison

Equipment Costs (not including maintenance)	Type I – Ford F-450	Type II – Mercedes-Benz Sprinter Van
Upfront Costs	~\$330,000 (New Box and Chassis)	~\$150,000 - \$250,000
Replacement/Refresh (5-7 years)	~\$215,000 (Box Refresh and new Chassis)	~\$150,000 - \$250,000
Equipment Costs (over 10-14 years)	~\$545,000	~\$300,000-500,000



Key Decision Points

- 911 EMS Industry Standard
- Mobile Emergency Power System
 - Chassis engine powers the patient compartment without requiring a separate generator
- Multi-modal Team Configuration
- Supports
 - Critical patients with ALS/MICU equipment
 - Bariatric patients
 - Multiple patients
- Provides maximum safety
- Reliable performance since 1988



Community Expectations of EMS Care

Uphold the legacy of timely, advanced, and compassionate medical care.

Efficient, effective and safe deployment of staff and resources (equipment, tools, and supplies) requires thorough knowledge of vehicle capabilities and layout.

Type I Ambulances are the industry standard and the area standard for 911 EMS services in southeast Texas.



**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/06/2025

Prepared by: Karen Horner, City Attorney

Subject: Discuss the permitted heights of plants, trees, and branches in and over restricted areas, including visibility triangles and other traveled public ways.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

At the City Council meeting held on October 6, 2025, the City received public comment concerning an ordinance that was adopted on August 5, 2024. After the public comment, Councilmember Matranga requested that an item be placed on the agenda to further study the ordinance, which made various changes to Chapter 78 of the Friendswood City Code, including increasing the permitted heights of plants, trees, and branches in and over restricted areas, such as visibility triangles and other traveled public ways. Such changes included the following:

Section	Summary of Change
78-80	<p>Increases the required height of branches above restricted areas from eight feet (8') to ten feet (10').</p> <div style="border: 1px solid black; padding: 5px;"> <p>Sec. 70-80. Minimum branch height above street gutter flow line.</p> <p>Any trees planted, grown and maintained in any area restricted under section 70-77 shall not have branches or foliage eight ten feet (10') from the street gutter flow line.</p> </div>
78-81	<p>Increases the required height of branches above the traveled portion of a street from ten feet (10') to fifteen feet (15').</p> <div style="border: 1px solid black; padding: 5px;"> <p>Sec. 70-81. Extending into street.</p> <p>No property owner shall permit the growth of any tree limbs that extend over the curb and gutter into the street at an elevation lower than ten fifteen feet (15') above the traveled portion of such street.</p> </div>

These changes were made to minimize damage to private vehicles as well as those owned by Fisd and the City as a result of insufficient clearance. The fifteen foot (15') minimum height in the current ordinance provides unobstructed access for fire apparatus, school buses, refuse trucks, public works vehicles and equipment, and public travel along city streets. Fifteen feet (15') in height mirrors neighboring cities' ordinances and provides for ample clearance for the above-mentioned vehicles.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Tree Trimming

CITY OF FRIENDSWOOD

Public Works Tree Trimming



“Tree Height Ordinance” (Ord. 2024-22)

- On August 5th, 2024, City Council approved an ordinance revising the permitted height of plants, trees, and branches over City Rights-of-way
- The approved ordinance prohibits “the growth of any tree limbs that extend over the curb and gutter into the streets at an elevation lower than 15 feet above the traveled portion of such street.”
- Previously this height was 10’ above the traveled portion of the street



Designation of 15' height

- Evaluation of neighboring City's ordinances
- Average height of equipment, buses, fire trucks, etc.
- Most require about 13' of clearance.
- 15' provides for some growth and sag due to limb saturation after rain events



Neighboring City's Minimum Branch Height

- City of League City – 15'
- City of Pearland – 15'
- City of Alvin – 12'
- City of Webster – 14'



Public Works Procedures

- Public Works crews do not actively patrol the City looking for trees to trim for clearance/ visibility.
- Public Works receives calls/ notifications from Fisd, CCISD, PD, Emergency Services, Waste Connections, citizens, and other sources.
- Small limbs are typically cut on the spot and go relatively unnoticed by property owners.



Public Works Procedures

- In the case of larger limbs or major trimming, contact is made with the property owner. This is typically the Superintendent or Assistant Superintendent. They are provided with a copy of the ordinance and provided an explanation of the need to trim. City staff inform the property owner that City crews can trim the limbs but are not arborists; or they can hire a professional of their choosing to trim the trees to the minimum standards set forth in the ordinance.



Public Works Procedures cont'd

- If the property owner asks for an amount of time to trim, City staff grant that and follow up at a later date – typically this is more than 30 days if needed.
- If the property owner gives the ok to trim, City staff schedule the work accordingly.



Public Works Procedures cont'd

- If the property owner fails to trim or doesn't trim to the required clearance/height, City staff will typically make contact again giving them a “need to trim by date, otherwise the City will be trimming the tree”.
- If this date comes and the trees remain untrimmed to City ordinance, Public Works crews commence with trimming for clearance.



Public Works Procedures cont'd

- Public Works' practice is to stay within the ROW for all trimming activities. Sometimes this can be perceived as private property, but in most cases, this is 11' behind the curb.
- The traveled portion of the street begins at the curb, so any limb extending beyond the curb at an elevation descending from 15' is trimmed. (Exhibit A)



Exhibit A



210 Dawn Ave. @
Woodlawn



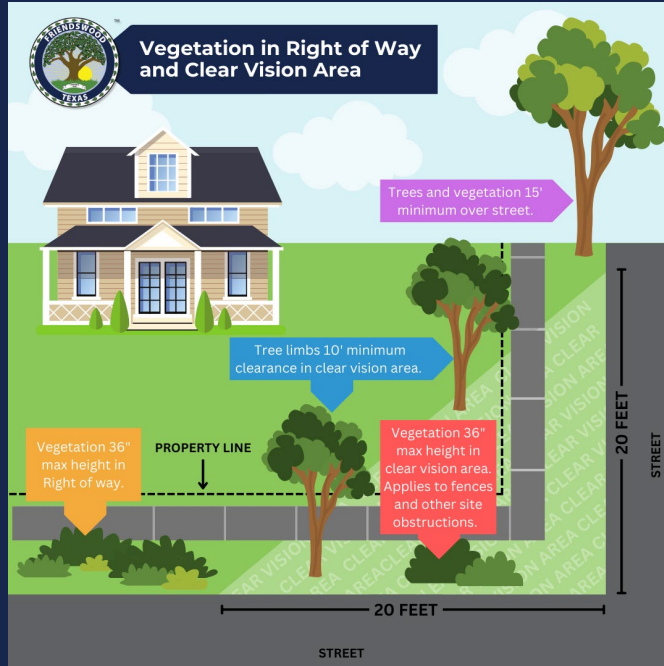
Public Works Procedures cont'd

- If limbs are higher than 15' at the curb/ ROW but are projecting or hanging down below the 15' over the traveled portion of the street, staff will trim appropriately to prevent reoccurring issues.
- Over the sidewalk is trimmed to 10' or within reason to provide clearance for pedestrian traffic.



Communications & Outreach

Communications periodically posts reminders on social media of the tree height requirements and a reminder that the City does not have an arborist on staff. City crews trim for clearance not aesthetics and property owners are encouraged to maintain their trees and vegetation to avoid penalties and trees not being trimmed to their personal specifications.



1215 Merriewood History

- November 2019 – City crews trimmed some small branches to the old ordinance height of 10’ upon a request from FISH. Public Works received a homeowner complaint via email correspondence through the City Manager’s office. The property owner expressed her concerns citing better notification was needed.
- September 3, 2021 – request was received to trim trees blocking street and sidewalk in front of property.



1215 Merriewood History

- September 20, 2021 – City crews trimmed tree – comments on Work Order - “Trimmed Tree and spoke with homeowner to make sure it was ok...he said go ahead and do it. He was happy with the final results.”



1215 Merriewood cont'd

- August 5, 2024– New ordinance was adopted increasing clearance above traveled portion of street to 15'.
- June 11, 2025 – Service request for low tree limbs over the street
- June 13, 2025 – Assistant Superintendent spoke with resident and informed her of the situation. She was provided a copy of the ordinance and a notice to trim the trees.



1215 Merriewood cont'd

- September 26, 2025 – Public Works received a service request from Code Enforcement of low hanging branches and a safety concern.



1215 Merriewood cont'd

- September 26, 2025 – S&D Superintendent visited house and spoke with resident through “Ring” doorbell. Staff explained that the tree needed to be trimmed. The property owner stated they had someone coming to trim that weekend. The property owner was informed that if the trees were not trimmed to the minimum height, the City would perform trimming the following week within the parameters of the ordinance.



1215 Merriewood cont'd

- September 30, 2025 – S&D Superintendent visited the address and noted trimming had taken place, but the tree was only trimmed to approximately 10.5-11' above the street. City crews trimmed to 15' over the street, cutting branches at ROW/ curblines only – not on private property.



1215 Merriewood cont'd

- Trimming was completed over the sidewalk as well.
- Crews also trimmed limbs from an adjacent property while they were on-site due to the same concern.



Current photos



Current photos



Current photos



**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 09/25/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Conduct a public hearing concerning a request for an amendment to the Future Land Use Map (FLUM) for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas, to change the FLUM from "Low Density" residential to "Retail."

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for a public hearing to give all interested parties the right to appear and express their views concerning a request for an amendment to the Future Land Use Map (FLUM) for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas, to change the FLUM from "Low Density" residential to "Retail."

The location of the property is unique as it is situated between residential and commercial property and could be classified either way. When the property is developed, screening and additional setbacks may be required.

All required notices of the public hearing were executed. The newspaper ad was published, and the public hearing notices were added to the City's website on Wednesday, September 17, 2025. Property owner notices were mailed, and a sign was posted on the property.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Changing the FLUM classification of the property will allow the zone change request to also be approved.

RECOMMENDATIONS

The Planning and Zoning Commission voted 5-0 (Commissioners Bounds and Anderson were absent) on a motion to approve the amendment to the FLUM. See the attached final report.

ATTACHMENTS

1. 20251009PZ and 20251113CC PH Flum ZC 401 W Edgewood (Notice_Web)
2. FLUMap_401 W Edgewood Dr
3. 401 W Edgewood Dr PZ Final Report 10-16-2025



CITY OF FRIENDSWOOD

OFFICE OF THE CITY SECRETARY

NOTICE OF PUBLIC HEARINGS REGARDING FUTURE LAND USE MAP (FLUM) AMENDMENT FROM “LOW DENSITY” RESIDENTIAL TO “RETAIL” AND ZONE CLASSIFICATION CHANGE FROM SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC)

NOTICE is hereby given that the **Planning and Zoning Commission** and the **City Council** of the City of Friendswood will each hold public hearings to give all interested parties the right to appear and express their views on the following item:

A request for an amendment to the Future Land Use Map and a zone classification change for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14 Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas, to change the FLUM from “Low Density” residential to “Retail” and to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

The **Planning and Zoning Commission** will hold its public hearing on **Thursday, October 9, 2025**, in the Friendswood Public Library, Community Room at 416 S. Friendswood Drive, Friendswood, Texas 77546-4856, at its meeting commencing at 6:00 P.M.

The **City Council** will hold its public hearing on **Monday, November 3, 2025**, in the Friendswood FISS Board Room at 402 Laurel, Friendswood, Texas 77546, at its meeting commencing at 5:30 P.M.

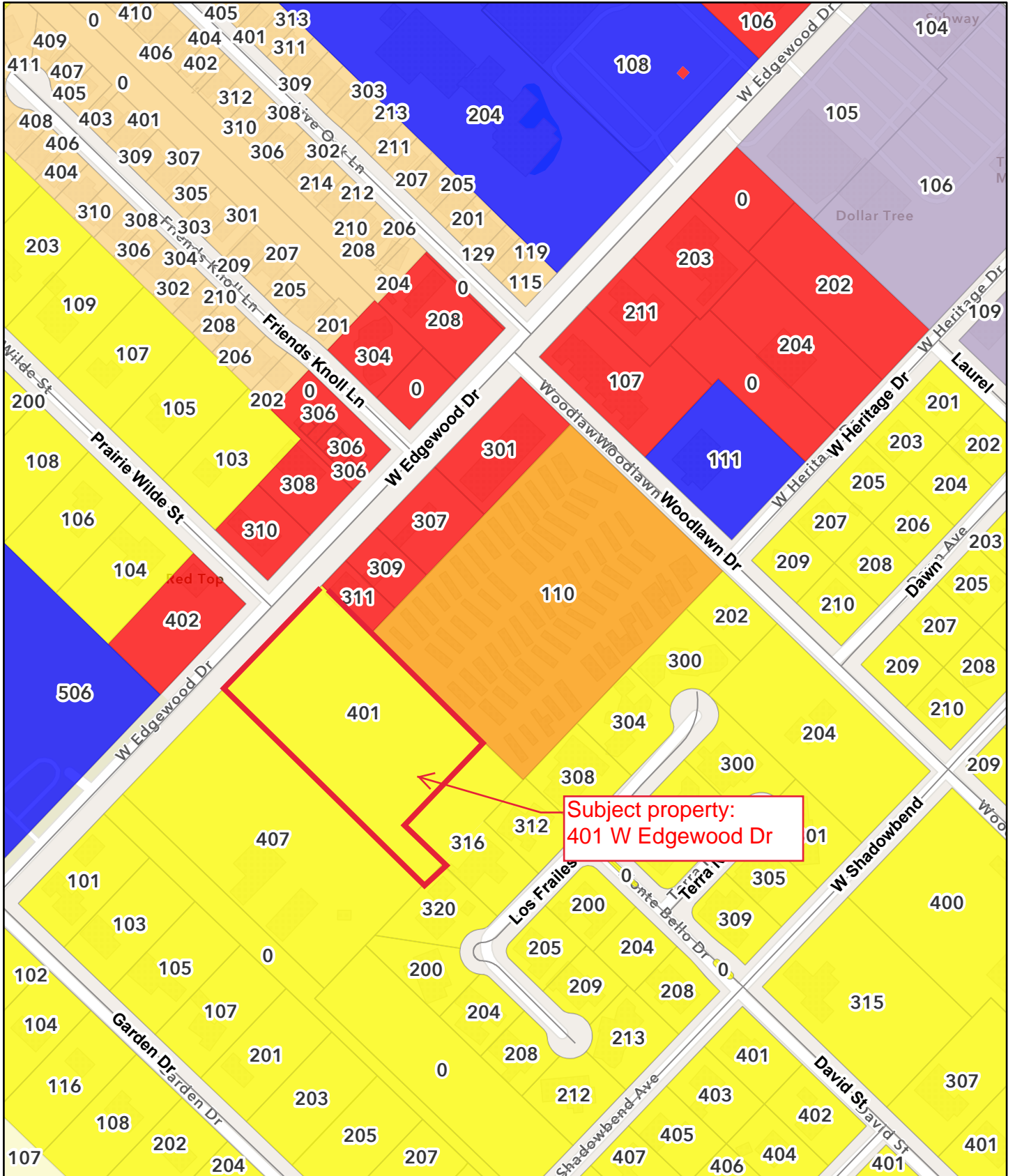
Item documentation is available for review in the City’s Secretary’s Office, 910 South Friendswood Drive, Friendswood, Texas 77546-485 during regular business hours or on the City’s website at: <http://zoning.friendswood.com>. For questions regarding the details of the documentation and its related public hearing, please contact Aubrey Harbin, Director of Community Development/City Planner at 281-996-3280.

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. For assistance, please contact the City’s ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit <http://relaytexas.com>.

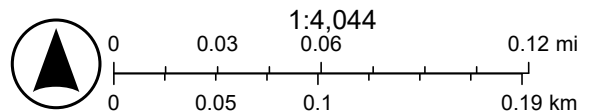
Raquel Martinez, TRMC, City Secretary
Posted on: Wednesday, September 17, 2025
Posting time: 7:30 A.M.

City of Friendswood



9/2/2025, 12:05:29 PM

- City Limit
- Mixed Use
- Retail
- SFR- Estate
- Public and Semi-Public
- Low Density
- Parcels
- Garden Homes
- Streets
- High Density Residential



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



*Planning & Zoning Commission
Final Report*

To: Mayor and City Council
From: Thomas Hinckley, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner
Date: October 16, 2025
Re: 401 W Edgewood Drive
Future Land Use Map Amendment (FLUM) to change from “Low Density” Residential to “Retail”
And a zone change request to change from “Single Family Residential (SFR) to Community Shopping Center (CSC)

TH (LHM)

At the Planning and Zoning Commission meeting held October 9, 2025, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Bounds and Anderson were absent) on a motion to approve the amendment to the FLUM and the requested zone change.

The subject property is unique in that it is located between commercial and residentially zoned properties. Over the years, multiple developments have been proposed. Most recently, the neighbor behind the property purchased it and combined a portion with his residential lot and is now selling the remainder of the property.

No public comments either in favor or in opposition of the zone change were received. The Commission is forwarding a positive recommendation.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 09/25/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Conduct a public hearing concerning a request for a zone classification change for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows for a public hearing to give all interested parties the right to appear and express their views concerning a request for a zone classification change for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

When developed, the property will be subject to the zoning regulations of the CSC zoning district, including screening on sides adjacent to residential zoning. The property will also be subject to the Community Overlay District (COD) that requires additional landscaping and screening, requires that utility services be provided underground, prohibits garage bay doors from fronting the thoroughfare, among other things. The full rezoning report is attached.

All required notices of the public hearing were executed. The newspaper ad was published, and the public hearing notices were added to the City's website on Wednesday, September 17, 2025. Property owner notices were mailed, and a sign was posted on the property.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

We do still need additional commercially zoned land to count towards the 70% residential/30% commercial zoning ratio established in Vision 2020. Commercial development results in sales tax and or business personal property revenue for the City of Friendswood's tax base.

RECOMMENDATIONS

The Planning and Zoning Commission voted 5-0 (Commissioners Bounds and Anderson were absent) on a motion to approve the amendment to the requested zone change. See the attached final report.

ATTACHMENTS

1. 20251009PZ and 20251113CC PH Flum ZC 401 W Edgewood (Notice_Web)
2. Rezoning Report 401 W Edgewood Dr
3. Aerial Map 401 W Edgewood Dr

4. Location Map 401 W Edgewood Dr
5. Zoning Map 401 W Edgewood Dr
6. P&Z Final Report 401 W Edgewood Dr10-16-2025



CITY OF FRIENDSWOOD

OFFICE OF THE CITY SECRETARY

NOTICE OF PUBLIC HEARINGS REGARDING FUTURE LAND USE MAP (FLUM) AMENDMENT FROM “LOW DENSITY” RESIDENTIAL TO “RETAIL” AND ZONE CLASSIFICATION CHANGE FROM SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC)

NOTICE is hereby given that the **Planning and Zoning Commission** and the **City Council** of the City of Friendswood will each hold public hearings to give all interested parties the right to appear and express their views on the following item:

A request for an amendment to the Future Land Use Map and a zone classification change for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14 Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas, to change the FLUM from “Low Density” residential to “Retail” and to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

The **Planning and Zoning Commission** will hold its public hearing on **Thursday, October 9, 2025**, in the Friendswood Public Library, Community Room at 416 S. Friendswood Drive, Friendswood, Texas 77546-4856, at its meeting commencing at 6:00 P.M.

The **City Council** will hold its public hearing on **Monday, November 3, 2025**, in the Friendswood Fisd Board Room at 402 Laurel, Friendswood, Texas 77546, at its meeting commencing at 5:30 P.M.

Item documentation is available for review in the City’s Secretary’s Office, 910 South Friendswood Drive, Friendswood, Texas 77546-485 during regular business hours or on the City’s website at: <http://zoning.friendswood.com>. For questions regarding the details of the documentation and its related public hearing, please contact Aubrey Harbin, Director of Community Development/City Planner at 281-996-3280.

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. For assistance, please contact the City’s ADA Coordinator Brian Rouane at 281-996-3285 via phone, 281-482-1634 via fax or contact 281-996-3285 via Relay Texas at 711 or 1-800-735-2988 for TYY services. For more information concerning Relay Texas, please visit <http://relaytexas.com>.

Raquel Martinez, TRMC, City Secretary
Posted on: Wednesday, September 17, 2025
Posting time: 7:30 A.M.

Rezoning Report

September 2025

Project: 401 W Edgewood Drive

Address: 3.9187 acres on West Edgewood Drive (between Garden Dr. and Woodlawn Dr.)

Legal: McReaken Manor Final Plat, a subdivision containing a 3.9187 acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14 Sarah McKissick Survey Abstract 151, Galveston County, Friendswood, Texas

Requests: 1) Amend the Future Land Use Map from “Low Density” residential to “Retail”

2) Zone classification change to change from Single Family Residential (SFR) to Community Shopping Center (CSC).

Zoning Ordinance, Appendix C

F. *(C-1) CSC, Community Shopping Center District, general purpose and description.* The CSC, Community Shopping Center District, is intended for a unified grouping, in one or more buildings of several, typically between five and 20, retail and service shops or stores that provide for the regular needs and are for the convenience of the people residing in adjacent residential neighborhoods. Gross floor area in a community shopping center typically ranges from 30,000 to 100,000 square feet, and land area consists of two to ten acres in size. It is intended that the community shopping center be developed as a unit, with adequate off-street parking for customers and employees, and with appropriate landscaping and screening to ensure compatibility with surrounding residential environment. This district is ideally located at the intersection of two or more arterial or major streets with a service area of up to 1½ miles. Development of a community shopping center requires approval of a development site plan by the planning and zoning commission.

1. Area and height regulations. Area and height regulations in a CSC district are set forth in subsection Q.2 of this section, regulation matrix.

2. See section 8 for supplementary district regulations.

3. See section 9 for temporary certificate of zoning compliance that may be granted by the administrative official and specific use permits that may be recommended by the planning and zoning commission within the CSC district under certain circumstances and conditions.

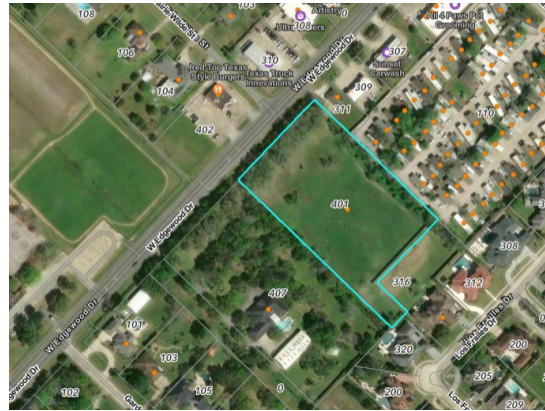
4. Permitted uses. Uses permitted in a CSC district are set forth in subsection P of this section, permitted use table. A specific use permit for a shopping center as a particular use is required before any building permit or certificate of occupancy may be issued in this district.

5. No CSC district shall be created which includes less than two acres.

6. Buildings in the CSC zoning district are encouraged to have exterior cladding of brick, masonry, stone, stucco or glass. Fiber cement boards/siding are discouraged, except as trim for eaves and overhangs, while all building products and materials approved for use by a national model code published within the last three code cycles (2018, 2015 and 2012) are allowed by V.T.C.A., Government Code ch. 3000.

Existing Use/Site Attributes:

The site is currently undeveloped land.



City of Friendswood Aerial Map

Zoning History:

The current zoning of the property is Single Family Residential (SFR). Over the years, there have been multiple zone changes on this tract, including the following:

1970	Single Family Residential	
1983	Multi-Family Residential	83-24
1999	Single Family Residential	99-20
2008	Business Park	2008-40
2014	Business Park and Single Family Residential	2014-32
2017	Planned Unit Development	2017-12
2022	Single Family Residential	2023-01



City of Friendswood Zoning Map

Adjacent Zoning/Land Use:

The property is situated between a variety of zoning districts. To the south and west are Single-Family Residential (SFR) properties. To the northeast is Mobile Home-Residential (MHR) district and a small tract zoned Community Shopping Center (CSC) to the north.

Platting Analysis:

The property has been platted and may require a replat in the future. The current owner purchased the property and replatted 316 Los Frailies to incorporate a portion of the property and then platted the remainder as McReaken Manor, which is one lot.

Planning Analysis:

All required notices have been published or posted.

Comprehensive Planning Analysis:

The Future Land Use Map identifies the site as a “Low Density” residential as a result of the last zone change in 2022. The Future Land Use Map (FLUM) amendment must be approved in order to approve the zone change. The 2021 FLUM identified this property as “Retail.”

Infrastructure/Service Delivery Impacts

Storm Water Management and Floodplain Issues:

Storm water detention requirements will be subject to the City of Friendswood Design Criteria Manual, as well as the Galveston County Consolidated Drainage District (GCCDD) and Texas Department of Transportation (TxDOT) design criteria. This property has been difficult to develop because of the drainage. The property is very flat, and the roadside ditches are shallow.

Utilities:

City of Friendswood water and sewer services are available.

Access:

The property has existing direct access from West Edgewood Drive (FM 2351), which is a Texas Department of Transportation (TxDOT) right-of-way. Any type of improvements within the right-of-way will require TxDOT approval.

Park/Open Space:

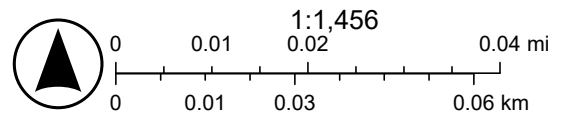
Parkland Dedication will not apply for commercial development.

City of Friendswood



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-  City Limit
-  Parcels
-  Streets



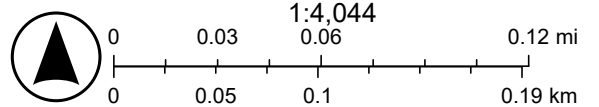
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

City of Friendswood



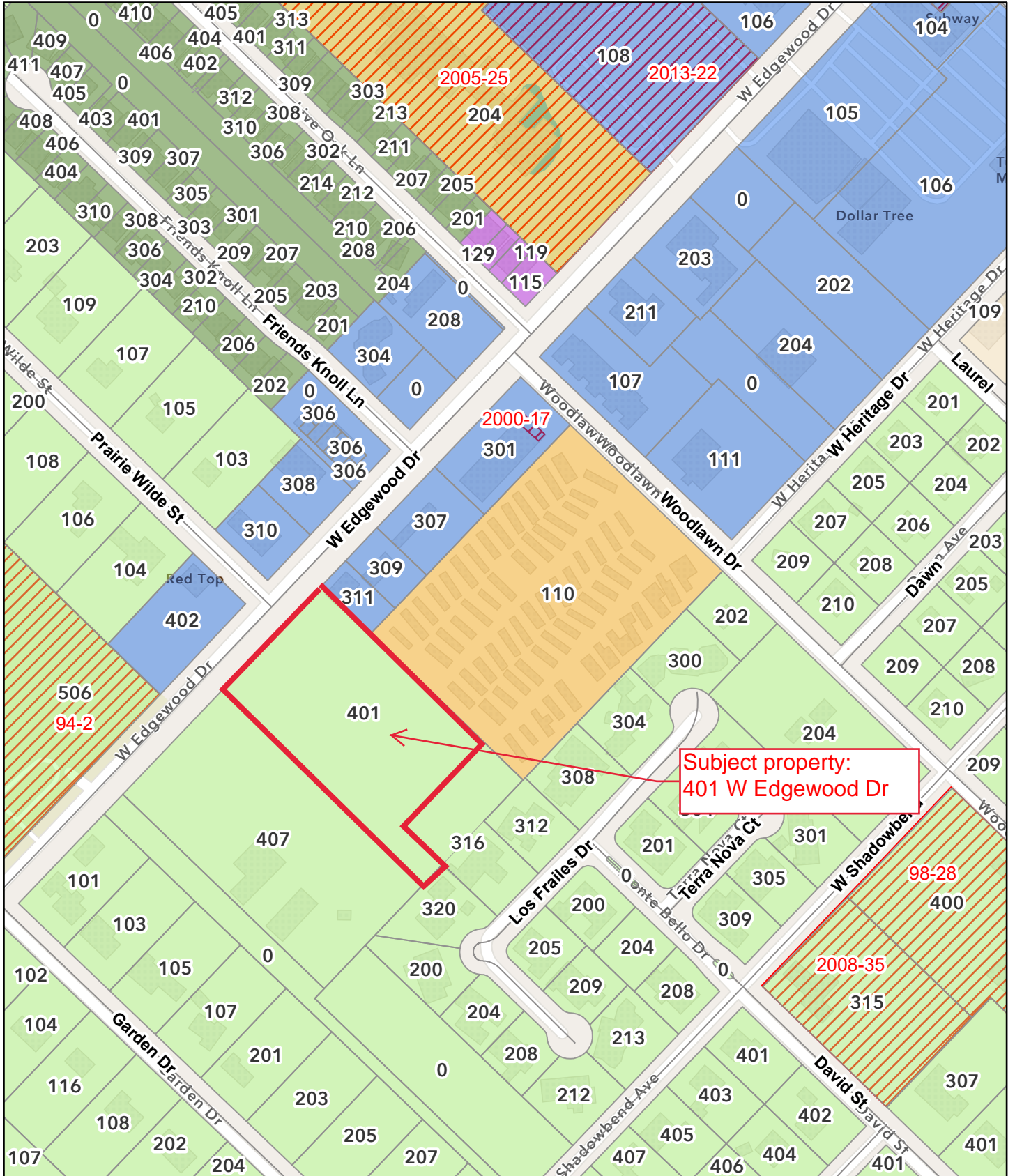
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-  City Limit
-  Parcels
-  Streets

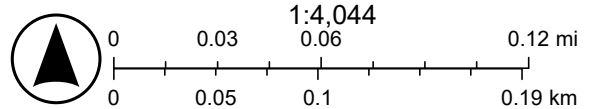
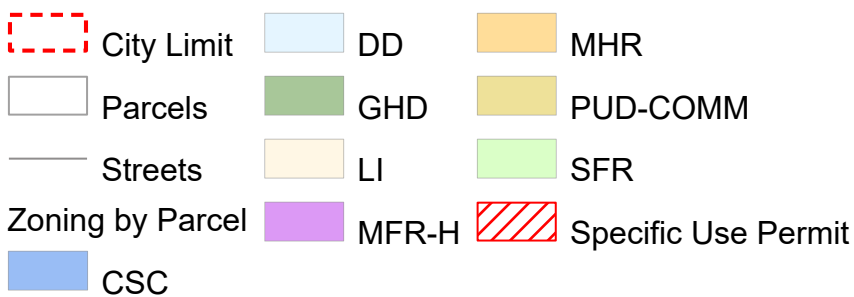


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City of Friendswood



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Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



*Planning & Zoning Commission
Final Report*

To: Mayor and City Council
From: Thomas Hinckley, Planning & Zoning Commission Chairman
Aubrey Harbin, Director of Community Development/Planner
Date: October 16, 2025
Re: 401 W Edgewood Drive
Future Land Use Map Amendment (FLUM) to change from “Low Density” Residential to “Retail”
And a zone change request to change from “Single Family Residential (SFR) to Community Shopping Center (CSC)

TH (LHM)

At the Planning and Zoning Commission meeting held October 9, 2025, following the public hearing, the City of Friendswood Planning and Zoning Commission voted 5-0 (Commissioners Bounds and Anderson were absent) on a motion to approve the amendment to the FLUM and the requested zone change.

The subject property is unique in that it is located between commercial and residentially zoned properties. Over the years, multiple developments have been proposed. Most recently, the neighbor behind the property purchased it and combined a portion with his residential lot and is now selling the remainder of the property.

No public comments either in favor or in opposition of the zone change were received. The Commission is forwarding a positive recommendation.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 09/25/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving an ordinance amending the Future Land Use Map (FLUM) for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas, to change the FLUM from “Low Density” residential to “Retail.”

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This items allows the City Council to approve an ordinance amending the Future Land Use Map (FLUM) for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas, to change the FLUM from “Low Density” residential to “Retail.”

The location of the property is unique as it is situated between residential and commercial property and could be classified either way. When the property is developed, screening and additional setbacks may be required.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Changing the FLUM classification of the property will allow the zone change request to also be approved.

RECOMMENDATIONS

The Planning and Zoning Commission voted 5-0 (Commissioners Bounds and Anderson were absent) on a motion to approve the requested FLUM zone change. See the P&Z Final Report attached to the public hearing item for full recommendation.

ATTACHMENTS

1. Ordinance - Updating Comprehensive Plan Land Use Map
2. Exhibit A - Location Map 401 W Edgewood Dr

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FRIENDSWOOD COMPREHENSIVE PLAN TO UPDATE THE FUTURE LAND USE MAP ("FLUM") CONCERNING PROPERTY LOCATED AT 401 W EDGEWOOD DRIVE, ALSO KNOWN AS McREAKEN MANOR FINAL PLAT, A SUBDIVISION CONTAINING A 3.9187-ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 1, FRIENDSWOOD VOLUME 238, PAGE 14, SARAH MCKISSICK SURVEY, ABSTRACT 151, GALVESTON COUNTY, FRIENDSWOOD, TEXAS, TO CHANGE ITS DESIGNATION FROM "LOW DENSITY" TO "RETAIL"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Friendswood Comprehensive Plan (the "Plan") assists City officials, staff and citizens in making sound decisions affecting the future growth and development of the City and the surrounding area; and

WHEREAS, the amendment of the Plan to update the Future Land Use Map contained therein concerning the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas, (the "Property"), has been reviewed by the City's Community Development Department (the "Department") and the Planning and Zoning Commission (the "Commission"); and

WHEREAS, a map depicting the location of the Property is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes; and

WHEREAS, public hearings at which the public was given the opportunity to give testimony and present written evidence regarding the amendment of the Plan was conducted by the Commission on October 9, 2025, and by the City Council on November 3, 2025; and

WHEREAS, after receiving the recommendations of the Department and the Commission as well as the input received at the public hearing, the City Council desires to amend the Plan to update the Future Land Use Map to better reflect future development within the boundaries of the City; NOW THEREFORE,

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

Section 1. All matters and facts set forth in the recitals above are found to be true, and are approved as the processes and procedures which the City Council of the City of Friendswood undertook and completed prior to the adoption of this ordinance.

Section 2. That the City Council of the City of Friendswood, Texas, hereby amends the Friendswood Comprehensive Plan to update the Future Land Use Map concerning the Property to change the FLUM designation from "Low Density" residential to "Retail."

Section 3. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in designation as described in Section 2 hereinabove.

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. This ordinance shall take effect from and after its passage on first and final reading 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 3rd day of November, 2025.

JOHN ELLISOR, Mayor Pro Tem

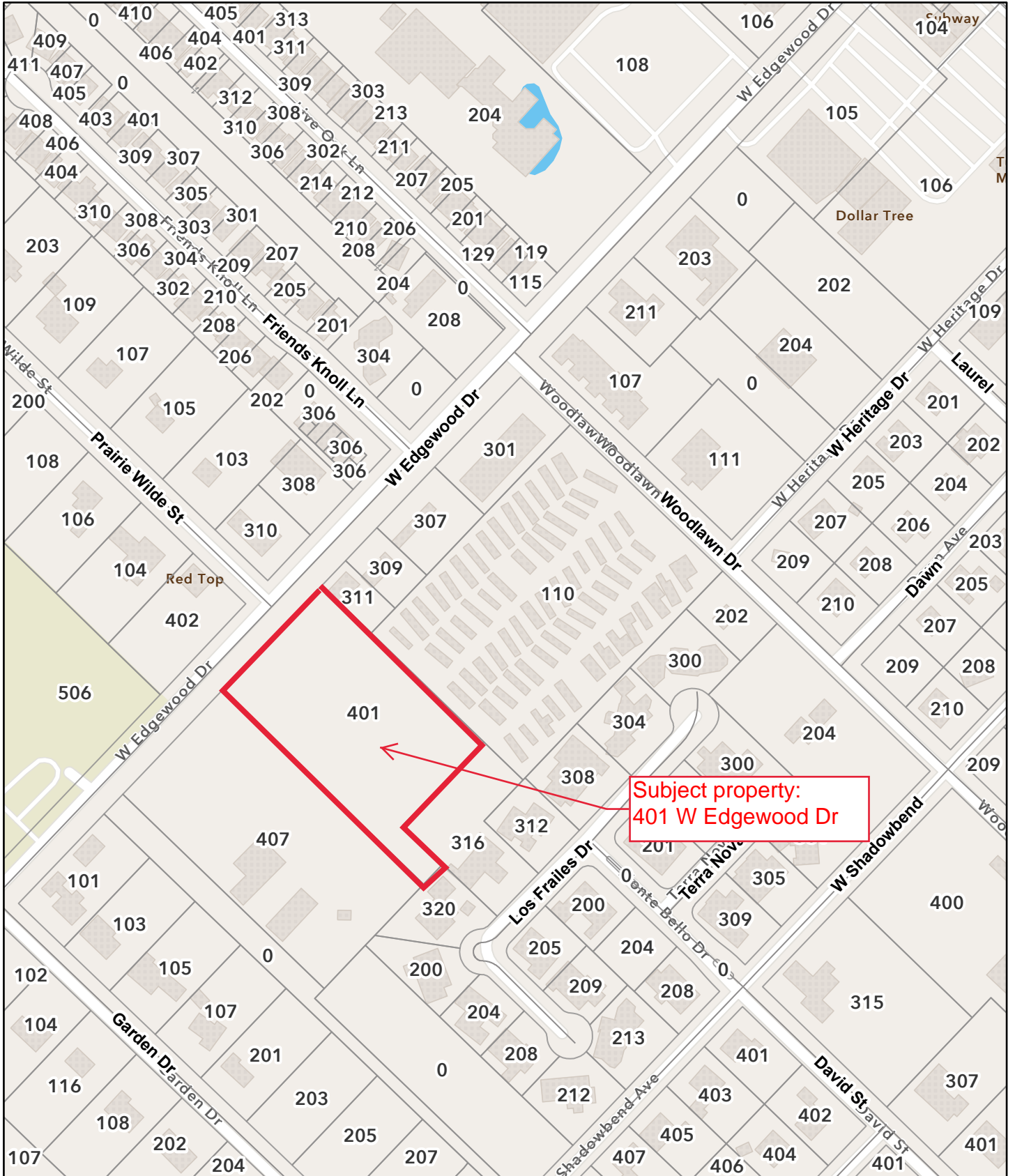
ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

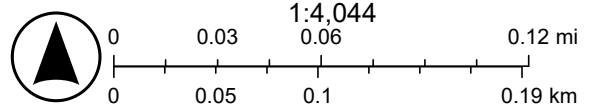
KAREN L. HORNER, City Attorney

Exhibit "A" City of Friendswood



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-  City Limit
-  Parcels
-  Streets



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 09/25/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving an ordinance amending the City's official zoning map to change the zoning classification for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

Originating Department: Community Development

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to approve an ordinance amending the City's official zoning map to change the zoning classification for the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas to change the zoning from Single Family Residential (SFR) to Community Shopping Center (CSC).

When developed, the property will be subject to the zoning regulations of the CSC zoning district, including screening on sides adjacent to residential zoning. The property will also be subject to the Community Overlay District (COD) that requires additional landscaping and screening, requires that utility services be provided underground, prohibits garage bay doors from fronting the thoroughfare, among other things.

SEE DOCUMENTS ATTACHED TO THE PUBLIC HEARING ITEM.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

We do still need additional commercially zoned land to count towards the 70% residential/30% commercial zoning ratio established in Vision 2020. Commercial development results in sales tax and or business personal property revenue for the City of Friendswood's tax base.

RECOMMENDATIONS

The Planning and Zoning Commission voted 5-0 (Commissioners Bounds and Anderson were absent) on a motion to approve the amendment to the requested zone change. See the P&Z final report attached to the public hearing item for the full recommendation.

ATTACHMENTS

1. Ordinance - Zoning Map Amendment
2. Exhibit A - Location Map 401 W Edgewood Dr

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FRIENDSWOOD TO CHANGE THE CLASSIFICATION OF THE PROPERTY LOCATED AT 401 W EDGEWOOD DRIVE, ALSO KNOWN AS MCREAKEN MANOR FINAL PLAT, A SUBDIVISION CONTAINING A 3.9187-ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 1, FRIENDSWOOD VOLUME 238, PAGE 14, SARAH MCKISSICK SURVEY, ABSTRACT 151, GALVESTON COUNTY, FRIENDSWOOD, TEXAS TO CHANGE THE ZONING FROM SINGLE FAMILY RESIDENTIAL (SFR) TO COMMUNITY SHOPPING CENTER (CSC); PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, McReaken Agriculture LLC (the "Owner") is the owner of the property located at 401 W Edgewood Drive, also known as McReaken Manor Final Plat, a subdivision containing a 3.9187-acre tract of land out of Lot 2, Block 1, Friendswood Volume 238, Page 14, Sarah McKissick Survey, Abstract 151, Galveston County, Friendswood, Texas, and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner made application to the City to change the zoning classification of the Property from Single Family Residential (SFR) to Community Shopping Center (CSC); and

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

WHEREAS, the Planning and Zoning Commission has filed with City Council its written report recommending approval of the application; and

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

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

WHEREAS, the City Council deems it appropriate to approve the application, subject to applicable regulations, restrictions, exceptions, and conditions; 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 Official Zoning Map of the City of Friendswood is hereby amended to change the classification of the Property from Single Family Residential (SFR) to Community Shopping Center (CSC). The City Council hereby directs the Director of Community Development to add an entry concerning this amendment on the official zoning map in accordance with Section 3, Appendix C of the Friendswood City Code.

Section 3. This ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Friendswood, save and except the change in zoning classification of said Property as described in Section 2 hereinabove.

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

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

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

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

Section 8. This ordinance shall take effect upon its publication.

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 3rd day of November, 2025.

JOHN ELLISOR, Mayor Pro Tem

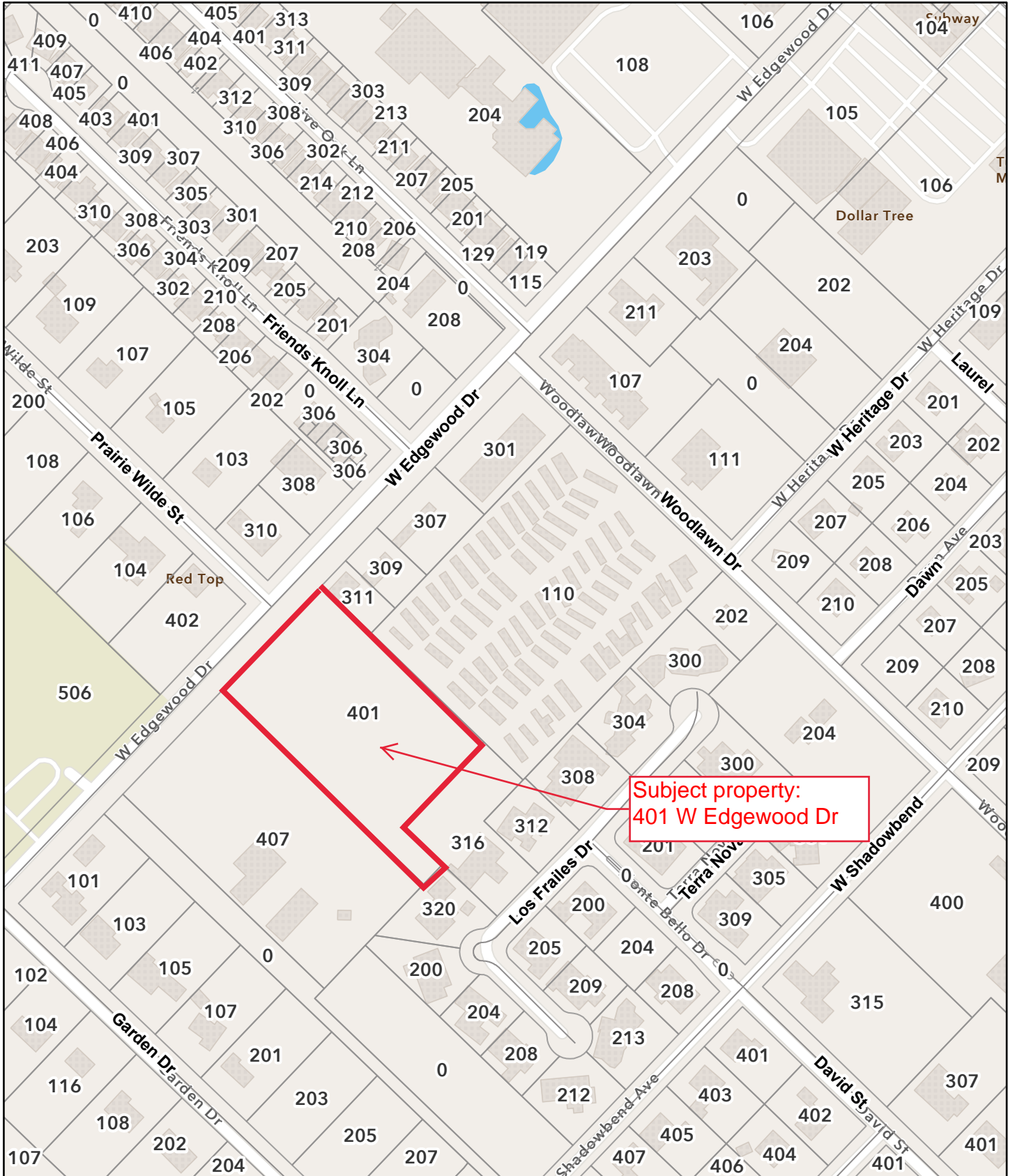
ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

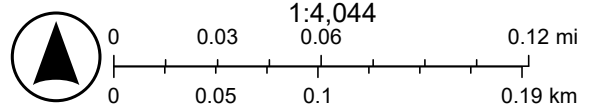
KAREN L. HORNER, City Attorney

Exhibit "A" City of Friendswood



9/2/2025, 12:01:06 PM

-  City Limit
-  Parcels
-  Streets



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 08/06/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Receive an update regarding the City of Friendswood earning a 2025 Top Workplace Winner from the Houston Chronicle.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City of Friendswood has, for the third year in a row, been ranked as one of Houston's Top Workplaces! The Top Workplaces 2025 are determined solely on responses from the employee survey. There are no judges, essays, or other forms to skew the results. The confidential survey uniquely measures the employee experience and its component themes, including employees feeling Respected & Supported, Enabled to Grow, and Empowered to Execute, to name a few.

With the greater Houston area and Galveston County growing at some of the fastest rates in the nation, there is a lot of competition for quality employees. To be recognized as one of the Top Workplaces in back-to-back years shows how desirable working in the City is, and the quality of the organization and its team. This fact is further strengthened by the long tenures of employees, with the average tenure of a City employee being over 9 years.

The official publication will be posted by the Houston Chronicle on Sunday, November 9th to their 2 million readers!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/27/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update on Stevenson Park improvements completed during the past fiscal year.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The City Manager will provide an update on some of the Stevenson Park improvements that have been completed during the past fiscal year in order to provide better service to the community. A list of which is attached for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Stevenson Park Improvements - FY25

Stevenson Park Improvements – FY25

- Minor grading completed, including piping installed beneath the existing trail and new walkways to move standing water to nearby drain inlets.
- Rotary Pavilion: All wood surfaces stained; perimeter trim/columns painted; four new industrial fans with timer controls installed.
- Gazebo: Roof replaced with 30-year architectural shingles; entire structure cleaned and painted.
- Along Shadwell: Two new security/light poles with electrical installed to improve lighting and park security.
- Backside of park: Five new light poles with electrical installed, greatly improving visibility along the walking trail and playground.
- Stevenson archway (off 518): Two sconce lights added over plaques; globe fixtures added to all four columns.
- Splash pad shade: In partnership with Castle Biosciences, a 15' × 20' canopy was installed; 18 linear ft of ADA-accessible sidewalk was added; two picnic tables and a trash receptacle were placed.
- Relocated playground canopy: A 17' × 34' canopy from old Cline Elementary moved to the playground; 45 linear ft of ADA-accessible sidewalks installed linking the trail, canopy, and playground; four picnic tables under canopy; trash receptacle along sidewalk.
- KFB amenities: New Little Free Library and decorative bench installed, connected via stamped-concrete pathway from the playground canopy flatwork.
- Playground access upgrades:
 - 100 linear ft of ADA-accessible sidewalk added off the crushed-granite path to reach all three playground structures from the low-lying backside area.
 - 8' × 20' concrete pad with two picnic tables added for seating.
 - 4' × 12' pad placed to relocate two small kids' benches.
 - The remaining 150 ft of crushed-granite path to be replaced soon with ADA-accessible concrete to complete a fully accessible walkway.
- Volleyball courts: 140 tons of sand added; courts regraded to improve drainage and playing surface quality.

- Maintenance drive to pool: Rebuilt with crushed limestone, creating a solid 12'-wide × 140'-long access drive.
- Pool parking lot sidewalks: 1,800 sq ft of sidewalk replaced to improve pedestrian safety.
- LED court lighting: Two basketball fixtures already replaced with LED; 19 additional LED fixtures purchased; upgrade slated for winter when court use is lower.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 09/08/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update regarding the City's Fall Haul event.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This year's Fall Haul event will take place on Saturday, November 8th, from 8:00 am to 2:00 pm. Similar to prior years, the event will take place at Centennial Park, 2200 S. Friendswood Drive, and is open to Friendswood residents only. Please have your ID available for proof of residency.

Items accepted include:

- Metal
- Old appliances
- Old furniture
- Plastic
- Shredding (200 pounds max per vehicle) from 8 am to noon
- Tree limbs
- Wood

Items Not Accepted:

- Cement items or bricks
- Hazardous waste (Tires, paint, oil, or any other household hazardous waste.)

Shredding services will be provided from 8:00 am to 12:00 pm, or until the truck is full. There is a 200-pound limit of paper per vehicle, and e-waste services will be available.

If you have any questions, please call the Parks and Recreation Department at 281-996-3220. For more information, visit: <https://www.ci.friendswood.tx.us/383/Fall-Haul-November>.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

In conjunction with America Recycles Day, the City and Keep Friendswood Beautiful are holding the Annual Fall Haul, community clean-up and garage sale event on Saturday, November 9th, at Centennial Park, 2200 S. Friendswood Dr., from 8 a.m. - 2 p.m. This is not an area-wide event, but is presented for the benefit of the citizens of Friendswood. Residents will have to show proof of residency to participate. Only non-hazardous items will be accepted. Examples of non-hazardous items that will be accepted include tree limbs, grass clippings, old appliances, old furniture, wood, metal, and plastic items, large and small.

Free paper shredding is will be available from 8 a.m. to 12 p.m. or until the truck is full. There is a 200 lb. limit of paper per vehicle. Please, no three-ring binders, cardboard, floppy disks, hanging file folders, newspaper, microfiche, or video tapes. Paper shredding will be available on site.

Hazardous Waste will not be accepted. Examples of hazardous waste include tires, paint, batteries, oil, or any other household hazardous waste.

Residents can donate garage sale items to Keep Friendswood Beautiful. KFB will be accepting furniture, household items, bikes, etc. in good condition (clothing will not be accepted). Garage sale items can be dropped off the morning of the event at Centennial Park. All proceeds from the garage sale will benefit the beautification of city facilities and parks.

For more information please call the Friendswood Parks & Recreation Department at 281-996-3220.

RECOMMENDATIONS

ATTACHMENTS

FRIENDSWOOD CITY COUNCIL AGENDA ITEM FORM

Date requested for City Council consideration: November 3, 2025

Date submitted: 09/25/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Receive an update regarding the City's upcoming holiday events.

Originating Department: City Manager

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Parks Department will be hosting the following events:

- Veterans Day for the Senior Program on Monday, November 10th, 11:00 a.m. to 1:00 p.m.
- Mother and Son Kickball Jam on Friday, November 14th at Renwick Park
- Blue Santa Softball Tournament and Toy Drive on Saturday, November 22nd
- Senior Center Thanksgiving Potluck on Wednesday, November 19th, 11:00 a.m. to 1:00 p.m.
- Starting Thanksgiving weekend, visit Stevenson Park for Christmas lights. Lights will come on at dusk each evening. The 40-ft Christmas Tree will not be lit until after the Santa in the Park tree lighting ceremony on Saturday, December 13th.
- Flap Jack Fun Run on Saturday, December 6th
- Santa in the Park on Saturday, December 13th from 3:00 p.m. to 8:00 p.m.
- Breakfast with Santa at the Senior Center on Tuesday, December 16th, from 9:30 a.m. to 11:00 a.m.

Friendswood Public Library Events

- December 1st–13th, Christmas Card Drive – Bring in or make a card at the Library to send to our friends at Hope Village.
- December 4th, 6:00 to 6:30 pm, Holiday Pancakes & Pajamas Storytime – Wear your coziest holiday pajamas for a bedtime themed Storytime followed by a craft and pancake snack.
- December 8th, 6:00 to 7:30 pm, Santa Visits the Library – Listen to a story and have your picture taken with Santa. Make a Christmas craft to take home! All pictures will be posted to our Flickr account the day following his visit.
- December 18th, 6:30 pm, Wonderland String Quartet – Come listen to a professional symphony-level holiday music concert.
- December 19th-20th, 4:30 – 5:30 pm, Stuffed Animal Sleepover – Drop off your bravest stuffed animal so they can have a sleepover at the library. Pick them up the next morning to discover what adventures they had overnight.
- December 31st, 11:30am – 12:30 pm, Noon Years Eve Party – Come celebrate the New Year with dancing, crafts, and a countdown to “Noon” Years at 12:00 pm!
- January 9th – 11th 2026, Zaki Con — The Library’s annual Anime and Pop Culture Convention returns in January! Join us for movies, crafts, an artist's alley full of talented local artists, gaming, and a cosplay contest! Free and for all ages!!

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/27/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Assistant Director of Parks Gary Williams for his twenty-four years of service and retirement with the City of Friendswood.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the Council to recognize the City's Assistant Director of Parks Gary Williams for his 24 years of outstanding service to the City of Friendswood and congratulate him on his well-deserved retirement.

Gary began his tenure at the City of Friendswood in September 2001 and has served in a variety of positions. He started out with the Community Development department as a Code Enforcement Officer, then was promoted to Building Inspector in March 2002 —serving in that role for eight years—and then transitioned to Parks and Recreation in October 2010, where his dedication, reliability, and leadership carried him to Assistant Director. He has been a calm and steady presence who always found solutions and took pride in making Friendswood a better place for all.

Throughout his career, Gary has helped shape our parks into safe, welcoming spaces enjoyed by countless residents. He has been a mentor to staff, a trusted teammate, and a true example of servant leadership. His work ethic, problem-solving spirit, and hands-on approach have left a lasting mark on our community.

Gary is supported by his wife, Nancy, and their wonderful family of children and grandchildren. Outside of work, he loves tinkering in his garage—whether it's fixing cars, motorcycles, or anything mechanical. That same creativity and attention to detail defined his time with the city. On behalf of Friendswood, we thank Gary for his years of dedication and wish him and Nancy a joyful, well-earned retirement.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 09/08/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing the formation of an ad hoc Comprehensive Plan Advisory Committee and confirming the appointments thereto.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

As part of the Comprehensive Plan update, with assistance from Ardurra Group, an advisory committee will assist staff and the consultants throughout the process. The CPAC will be comprised of representatives from businesses, agencies, organizations, public agencies, residents and others.

The CPAC will meet 4 to 5 times over the next year at major milestones during the process of updating the comprehensive plan and provide input on the new goals and visions to be included in the updated plan. The meetings will last one to two hours, as needed, to provide input and feedback, conduct research, and help guide the new plan for the city.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Aragon, Alex Volunteer Application_Redacted
2. Brett Banfield - Volunteer Application_Redacted
3. Bounds, Brian - Volunteer Application_Redacted
4. Correa, Nolan Volunteer Application_Redacted
5. Freedman, Brian Volunteer Application_Redacted
6. Guzzetta, Blaise Volunteer Application_Redacted
7. Gullede, Carlisle Volunteer Application_Redacted
8. Hillenburg, Rebecca Volunteer Application_Redacted
9. Johnson, Elmer Volunteer Application_Redacted
10. Kim, Tran - Volunteer Application_Redacted
11. Mann, Travis Volunteer Application_Redacted
12. Rives, Marcus - Volunteer Application_Redacted
13. Rowsey, Sharon Volunteer Application_Redacted
14. Stanfield, Alan Volunteer Application_Redacted
15. Stanfield, Beth Volunteer Application_Redacted
16. Tran, Charlie Volunteer Application_Redacted
17. Vascik, Debra Vounteer Application_Redacted

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 09/13/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing an Economic Development Agreement with All Out Development Inc., concerning the redevelopment of the property located at 303 N Friendswood Drive.

Originating Department: City Manager

Degree of importance: Significant

SUMMARY / ORIGINATING CAUSE

All Out Development Inc., desires to redevelop the property located at 303 N Friendswood Drive to locate its business, which sells automotive accessories, within the City of Friendswood.

The company will invest at least \$500,000 in the property, which will result in the property having an estimated value of \$3.05 million, and will create and retain at least 15 jobs at the project site throughout the term of the agreement.

Pursuant to the proposed agreement, the City will provide an economic development grant in the amount of \$30,500, which will be paid after the completion of the redevelopment project and will be subject to recapture if the terms of the agreement are not satisfied.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Friendswood Economic Development Agreement
2. Certificate Of Interested Parties
3. All Out Offroad Texas Govt Code Verifications

ECONOMIC DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Economic Development Agreement (this "Agreement") is made and entered into as of the 7th day of October, 2025, by and between the City of Friendswood, a home-rule municipality situated in Galveston and Harris Counties, Texas (the "City"), and All Out Development Inc, a Texas corporation (the "Developer"), collectively referred to herein as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Developer's President owns the property located at 303 N. Friendswood Dr., Friendswood, Galveston County, Texas; and

WHEREAS, the Developer proposes to redevelop the property and create a new commercial business, which will have a total estimated value in improvements of approximately THREE MILLION FIFTY THOUSAND AND NO/100 DOLLARS (\$3,050,000.00); and

WHEREAS, the Developer has applied to City for a business incentive grant to help defray a portion of the costs of renovation of the existing structure; and

WHEREAS, pursuant to Article III, §52a, Texas Constitution, and Chapter 380, Texas Local Government Code, the City is authorized to establish programs to promote local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, in accordance with such enabling laws, City has adopted a Chapter 380 Economic Development Program; and

WHEREAS, the City hereby finds and determines that the Project meets the minimum eligibility requirements for an economic development incentive grant pursuant to the Program; and

WHEREAS, the City hereby finds and determines that the Project encourages new private investment and employment, and the commercial project can be reasonably anticipated to act as a catalyst for further economic development in the City; and

WHEREAS, the City desires to provide an economic development incentive grant to induce the Developer to proceed with the implementation of the Project;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements herein, the Parties agree as follows:

I. Authority

1.01 City. The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City.

1.02 Developer. The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.

II. Definitions

- 2.01 "Application" means the application submitted by the Developer for the Economic Development Grant, which application is attached hereto as Exhibit "B."
- 2.02 "Commencement Date" means the date the Developer receives a building permit from the City for the Project or January 31, 2026, whichever is earlier.
- 2.03 "Completion Date" means the date the Developer receives a certificate of occupancy for the Project twenty-four (24) months from the Commencement Date, whichever is earlier.
- 2.04 "Economic Development Grant" means that grant as described in Section 4.01.
- 2.05 "Effective Date" is October 6, 2025.
- 2.06 "FTE" means full-time equivalent employee working 35 hours per week at the Project. FTEs shall be the quotient of the total number of hours worked per week by all employees at the Project divided by 35 hours.
- 2.07 "GCAD" means the Galveston Central Appraisal District or its successor.
- 2.08 "Program" means the economic development program for this Project established by the City pursuant to Texas Local Government Code Chapter 380 to promote local economic development and stimulate business and commercial activity within the City.
- 2.09 "Project" means the redevelopment of the Property, and the operation of a new commercial business, namely, a retail establishment for the sale of automotive accessories, as more particularly described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes.
- 2.10 "Property" means that real property owned by the Developer's president and located at 303 N Friendswood Drive, being approximately 1.604 acres of land being out of the Perry and Austin League, Abstract No. 20, Friendswood, Galveston County, Texas, and being the same tract described in Instrument Number 2005002743 of the Official Records of Galveston County, Texas, and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.
- 2.11 "Taxable Value" means the amount determined by GCAD after deducting from assessed value the amount of any applicable partial exemption.

**III.
Developer's Obligations**

3.01 Construction of the Project.

The Developer shall commence the Project on or after the Commencement Date and shall complete the same on or before the Completion Date, unless an extension is granted in writing for good cause as determined by the City Council. The Developer shall invest the following in the Project:

Real Property Improvements \$500,000.00

3.02 Creation of Taxable Value. By the tax year commencing immediately after the Completion Date, the Developer agrees that the Property will have a Taxable Value of at least THREE MILLION FIFTY THOUSAND AND NO/100 DOLLARS (\$3,050,000.00), exclusive of business personal property. Thereafter, throughout the term of this Agreement, the Property and improvements thereon, exclusive of the business personal property, must maintain, at a minimum, a Taxable Value of THREE MILLION FIFTY THOUSAND AND NO/100 DOLLARS (\$3,050,000.00). Developer for itself and any and all tenants of the Property agrees to waive all rights, under all applicable laws (i) to contest any ad valorem taxes assessed by GCAD, and (ii) to protest the appraised value of the Property and improvements thereon.

3.03 Creation of Jobs. Within one (1) year after the Completion Date and each year thereafter during the term of this Agreement, the Developer will cause the creation and/or retention of at least fifteen (15) FTE jobs at the Project.

Developer, in filling the FTEs created, shall give preference to Friendswood residents over other applicants who do not have greater qualifications so that at all times at least forty-five percent (45%) of the employees of the Developer are selected based upon this preference to hire persons who reside within the corporate limits of the City.

In the event of a voluntary or involuntary termination or elimination of a job one (1) year after the Completion Date that causes the number of FTEs to fall below fifteen (15), the Developer shall continue to receive the incentive set out in Article IV below, provided the required number of FTEs is re-established within one hundred twenty (120) days after the date of the termination or elimination that caused the FTEs to fall below fifteen (15).

3.04 Payment Obligations. The Developer will pay before delinquency all property taxes, special assessments (including any special assessments imposed on or against the Property for constructing or improving the Property), and governmental charges of any kind, if any, imposed on the Property and any personal property located on the Property during the term of this Agreement.

3.05 Maintenance and Operation. During the term of this Agreement, the Developer agrees, at its own cost and expense, to operate the Project and maintain the Property and Project in full compliance with all codes, rules and regulations of the City as well as all other governmental entities having jurisdiction over the Property and the Project. All maintenance, repair, alteration, and/or construction work undertaken by the Developer shall be done in a workmanlike manner.

3.06 Certificate of Compliance. On or before February 1 of each year during the term hereof during the term of this Agreement, the Developer shall complete the Certificate of Compliance, which is attached hereto as Exhibit "C," and deliver such certificate to the City. The form is subject to revision by the City in its sole discretion; provided, however, the certificate may only require

certification of the information necessary to verify that the Developer has complied with the terms and conditions of this Agreement.

The City, and its representatives have the right to inspect only such pertinent records of the Developer as are reasonably necessary to verify compliance with all requirements of this Agreement. Inspections shall be preceded by at least two weeks' notice in writing to the Developer. The City shall identify to the Developer the specific reason it is seeking information, and the Developer will identify and provide specific information responsible to the City's request. The Developer shall make copies of the pertinent records available to the City at the Project site or delivery them directly to the City.

3.07 Failure to Meet Obligations. In the event that the Developer fails to fulfill its obligations under the performance guidelines contained in this Article III, after receipt of notice and expiration of the cure period described in Section 5.02 below, the City may, at its option, terminate this Agreement, whereupon the Developer shall be required to reimburse the City within thirty (30) days for payments made by the City pursuant to this Agreement in accordance with the following:

Year of Non-Compliance after Completion Date	Percentage to be Reimbursed
2027	100%
2028	100%
2029	75%
2030	50%
2031	25%

**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 the amount of THIRTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$30,500.00) 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 3.07.

**V.
General Terms**

5.01 Term. This Agreement shall become enforceable upon execution by the City Manager of the City and shall be effective on the Effective Date. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on December 31 of the fifth (5th) tax year after the Completion Date.

5.02 Default. If either the City or the Developer should default in the performance of any obligations of this Agreement, the other Party shall provide such defaulting Party written notice of the default, and, unless otherwise specified herein, a minimum period of ninety (90) days after the receipt of

said notice to cure such default, prior to instituting an action for breach, pursuing any other remedy for default, or terminating this Agreement.

- 5.03 Termination. In the event this Agreement is terminated, due to an uncured default, the obligations on the part of both Parties shall be deemed terminated and of no further force or effect once the Developer reimburses the City that portion of the Economic Incentive Grant as required by Section 3.07 if the Developer was deemed in default by the City.
- 5.04 Mutual Assistance. The City and the Developer will do the things commercially reasonable, necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of changes in public policy, the law or taxes or assessments attributable to the Project.
- 5.05 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the City and the Developer.
- 5.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- 5.07 Assignment. Except as provided below, the Developer may not assign all or part of its rights and obligations to a third party without prior written approval of the City, which approval shall not be unreasonably withheld or delayed.
- 5.08 Release. By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing contained herein shall be construed in any way so as to waive in whole or part the City's sovereign immunity. The Developer assumes full responsibility for its obligations under this Agreement and hereby releases, relinquishes, discharges, and holds harmless the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character that is caused by or alleged to be caused by, arising out of, or in connection with the Developer's obligations. This release shall apply with respect to the Developer's obligations regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- 5.09 Force Majeure. Timely performance by the parties is essential to this Agreement. However, neither party is liable for reasonable delay in performing its obligations under this Agreement to the extent the delay is caused by a force majeure that directly impacts the Agreement (excluding monetary obligations); provided that the affected party (i) uses diligence to remove the effects of the force majeure as quickly as possible and (ii) provides the other party with written notice of the force majeure and its possible effects within ten (10) days of the occurrence of the force majeure. For purposes of this section, "force majeure" shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.
- 5.10 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile, with receipt of confirmation, or by depositing the same in the

United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

DEVELOPER:
All Out Development Inc
626 E. Hwy 90A
Richmond, TX 77406
Attn: Chance Kamp, President
chance@alloutoffroad.com

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

Either Party may designate a different address at any time upon written notice to the other party.

- 5.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for, nor against any party.
- 5.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State Courts of Galveston County, Texas.
- 5.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement, which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 5.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 5.15 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 5.16 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Project or the design, construction or operation of any portion of the Project.
- 5.17 Public Information. Records and information provided to the City or its representative(s) to verify compliance with this Agreement shall be available for public inspection.
- 5.18 Exhibits. The following Exhibits "A," "B," and "C" are attached and incorporated by reference for all purposes.

5.19 Multiple Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

5.20 Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

5.21 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.

EXECUTED by the authorized representatives of the Parties on the dates indicated below.

CITY OF FRIENDSWOOD, TEXAS

MORAD KABIRI, City Manager

(Date)

ATTEST:

RAQUEL MARTINEZ, City Secretary

ALL OUT DEVELOPMENT INC

Chance Kamp
CHANCE KAMP, President

10-10-25
(Date)

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

The foregoing instrument was acknowledged before me on this the 10th day of October, 2025, by Chance Kamp, President of All Out Development Inc.

Angel Stallings
Notary Public in and for the State of Texas

H:\Contract\All Out Offroad 380 Agreement\380 Economic Development Agreement.docx

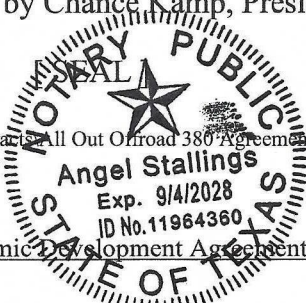


Exhibit "A"
901 S. Friendswood Dr.

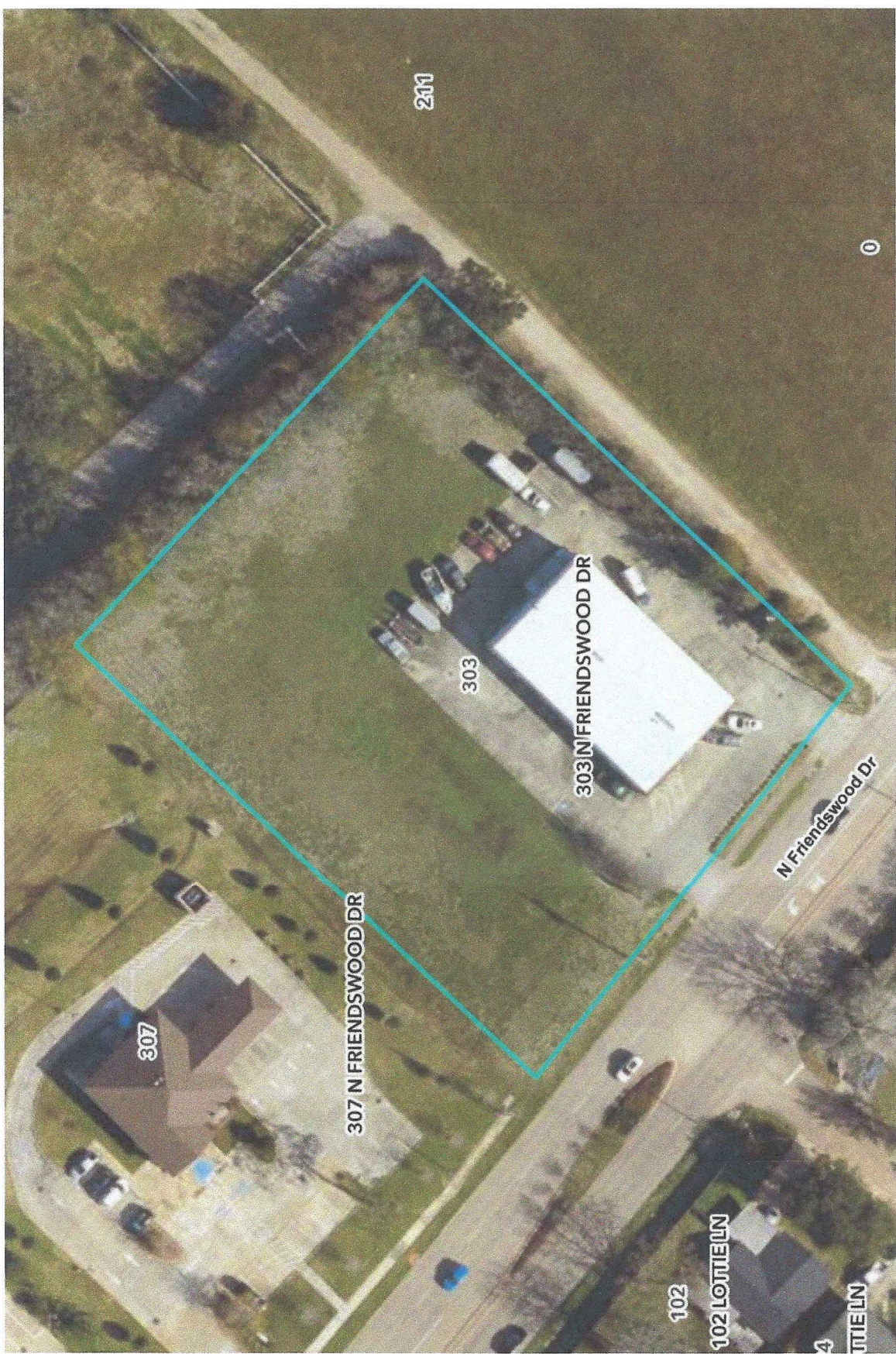


Exhibit "B"

Attachment B

INCENTIVE WORKSHEET PROJECTS OFFICE OF ECONOMIC DEVELOPMENT USE THIS SECTION

Date 6-10-2025 Project Name Given All Out Offroad

PROJECT CONTACT

Name Chance Kamp Company All Out Developments Inc.
 Address 626 E Hwy 90A Phone (713) 252-2216
Richmond, Tx 77406 Fax ()
 E-Mail chance@alloutoffroad.com
 Mobil _____

GENERAL PROJECT DATA

Company Name All Out Offroad Web Address www.alloutoffroad.com

Location Address 303 N Friendswood Dr New Construction N
 Expansion N

Type of Business Circle One: Corporation Partnership
 Proprietorship Other Renovation to Existing Building N

Real Property If Relocation list current location: 2720 Westminister Pearland, Tx 77581
 Legal Descrip 1.624 acres of land, being out of the Perry & Austin League abstract #20 Anticipated Open Date 1-01-2026

County Galveston County, Texas
 Tax Acct #s 75-2217913
 Primary Type of Product or Service Retail Automotive Accessories NAICS _____

Circle One: R&D Hqtrs. Wholesale
 Basic Industry Office Retail Other

SALES AND INVENTORY

	Estimated Annual Sales by Facility	Percent Subject to Local Sales Tax	Estimated Annual Purchases of Operating items Subject to Local Sales Tax	Inventory
Year 1	\$5,000,000	%	\$	
At Full Operation	(year)	%	\$	
Estimated Annual Growth (percent)	%		%	%

Please see attached
2024 Sales tax

3,000,000

FACILITY AND CONSTRUCTION INVESTMENT

Estimated construction start date	7-01-2025		Amount	Percent Subject to Local Sales Tax
Estimated Construction Material Purchases:	\$500,000			%
Estimated New Furniture and Equipment Purchases:	\$			%
Est. \$ of Operating Purchases from Local Service Firms	900,000			

Value of Property before Improvements

Anticipated Size of Facility (Square Feet)	Value of Property before Improvements		Business Personal Property
	Land	Real Property	Property
Year 1	\$550,000	\$1,000,000	\$
Year 2			
Year 5			

Investment in Improvements and Bus. Personal Property

Lease Terms	Investment in Improvements and Bus. Personal Property		
	Land	Real Property	Property
Amount \$	\$	\$	\$
Lease Dates			

UTILITY IMPACT

	Water	Sewer
Average monthly usage by the facility:	Gal	Gal
Investment needed for the new facility:	\$	\$

EMPLOYMENT CHARACTERISTICS

Total Number of Employees	Type Employee	By	
		Percentage	Average Salary
Year 1	Executive	%	\$100,000
At Full Operation	Professional	%	\$100,000
Percent Annual Growth %	Administrative	%	\$100,000
	Technical	%	\$
	Skilled Trades	%	\$600,000
	Semi-Skilled Trades	%	\$75,000
	Unskilled Trades	%	\$50,000

Total Facility Payroll \$ 1,200,000
 Number of Jobs Retained/Created in Friendswood
See attached 2014 Payroll

TOURISM

Number of Annual Visitors:	<input type="text"/>
Average Duration of Stay:	<input type="text"/>

OUTLINE FOR IMPACT STATEMENT OF BUSINESS

I. Information about the Business

- a. History *Started in 1991 with 1 location*
- b. Ownership *Chance Kamp*
- c. Divisions/locations *@ location Richmond Stafford, Katy, Tomball, Pearland*
- d. When, where you started *1991 Richmond TX*
- e. State of organization *TX*
- f. Directors and Officers *Chance Kamp*
- g. Provide copy of annual report/submission to Dun & Bradstreet *North Richland Hills
FT Worth
Phoenix*

II. Reasons for economic development incentives. Include any special considerations.

III. Describe the project

- Please see Plans*
- a. Facts about the proposed site (acreage, cost, location, ownership, and proposed use).
 - b. Submit map of metes and bounds or other valid legal property description of the property.
 - c. Type and value of proposed improvements (budget, list of fixed in place equipment to be included in the project).
 - d. Project timeline--construction start date and end date.
 - e. Environmental impact information must be provided, noting any anticipated impacts of the project on the environment, including, but not limited to storm water runoff, floodplains location, wetlands impact, waste(s) generated, hazardous waste/hazardous substances/regulated substances used or generated, noise levels, and state and federal environmental permits and registrations held or required.
 - f. All other governmental assistance/incentives being requested or already approved for the project, (e.g. SBA loan, Freeport Tax Exemption).

IV. Jobs

- See attached*
- a. Provide information on current level of employment, including: (1) current payroll; and (2) breakdown of current employment by zip code. Attach a copy of the company's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment level at time of application.
 - b. Provide information on the projected job creation associated with the project, including: (1) new employee needs; e.g. skilled vs. non-skilled, level of education, experience, etc; (2) proposed pay scale; (3) any training which the company will provide to its new employees; (4) upward mobility opportunities, career tracks, etc. available to less educated and experienced workers; and (5) if this is a consolidation, information on number of "new hires" vs. "transfers."
 - c. Provide information on construction jobs to be created by project.
 - d. Provide statement of commitment to equal opportunity hiring.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#). The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. **The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.**

Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

Print the completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. The person filing the 1295 needs to complete an “unsworn declaration”.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

The law has been amended beginning January 1, 2018. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education
- A contract related to health and human services if:
 - The value of the contract cannot be determined at the time the contract is executed; and
 - Any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

EXHIBIT "C"

CITY OF FRIENDSWOOD ECONOMIC DEVELOPMENT AGREEMENT REPORTING FORM

Developer: All Out Developments Inc.

Reporting Tax Year: 2025

Completion Date: 2026

Initial Investment prior to Completion Date \$ 1,200,000

Taxable Value for Reporting Tax Year \$ 600,000

Number of FTEs throughout Reporting Tax Year _____

Percentage of FTEs who reside in Friendswood throughout the Tax Reporting Year _____

I, Chance Kamp, the President of All Out Development Inc., hereby certify that (i) the forgoing information is true and correct, (ii) all payment obligations as described in Section 3.04 of the Agreement been paid in full, and (iii) the Developer has operated the business and maintained the property throughout the reporting year in accordance with Section 3.05

ALL OUT DEVELOPMENT INC

Chance Kamp
CHANCE KAMP, President

STATE OF TEXAS §
 §
COUNTY OF §

The foregoing instrument was acknowledged before me on this the 10th day of October, 2025, by Chance Kamp, President of All Out Development Inc.

Angel Stallings
Notary Public in and for the State of Texas



**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/20/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a Professional Services Agreement with Guy Engineering Services, Inc., for the Greenbriar Bridge Rehabilitation Project.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to authorize a Professional Services Agreement with Guy Engineering Services, Inc., for the Greenbriar Bridge Rehabilitation Project. The bridge is a three-span ninety feet (90') long concrete bridge built in 1984.

The general scope of work includes meetings, on-site reviews and additional work required for the preparation of studies, reports, surveys, traffic analysis / engineering, roadway design, and permitting assistance, culminating in the delivery of final construction plans, specifications and estimates (PS&E). Plans will be based on current TxDOT and City of Friendswood specifications. The Professional's services under this Agreement include the following:

- Evaluating the Bridge conditions, and preparing Bridge Rehabilitation Field Assessment Report;
- Assisting the City with permitting requirements for the Project;
- Conducting topographic survey and gathering utility information;
- Preparing 60% plans and cost estimate;
- Attending 60% plan field review meeting;
- Preparing updated cost estimates;
- Finalizing plans, quantities and cost estimates;
- Attending final plan field review meeting;
- Performing quality assurance/quality control review; and
- Attending the pre-bid conference.

The total cost of these services is a lump sum amount of \$111,863.08. The services are to be complete within 300 days of the City's issuance of the notice to proceed.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Standard Agreement for Professional Services

2. Form 1295 - GUY Engineering
3. Govt Code Verifications - GUY Engineering
4. Certificate of Insurance - GUY Engineering
5. Workers Comp Certificate of Insurance - GUY Engineering

PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

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

1. Engagement of Professional.

The City hereby engages the Professional and the Professional hereby agrees to perform the "Scope of Services" as set forth in Section 2 of this Agreement. The City's Director of Engineering or his designee shall act as the City's Representative pursuant to this Agreement. The Professional shall keep a full-time registered engineer licensed in the state of Texas on staff and assigned to the Project for the duration of its performance of the Project. Andrew Jerige, PE, PMP, CSP, shall act as Professional's project manager pursuant to this Agreement throughout the Project. Any change of Professional's project manager shall require advance written notice to and written approval from the City's Representative.

2. Scope of Services.

The Professional shall perform or cause to be performed engineering services associated with the Greenbriar Bridge Rehabilitation Project (the "Project") as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

3. Time of Performance.

The Professional shall perform the services required herein in accordance with the schedule attached hereto as Exhibit "B" and incorporated herein for all intents and purposes. The Professional shall not proceed with the work or any stage thereof until written notice to proceed is provided by the City's Representative.

4. Information and Services.

a. It is agreed that the City shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available for the carrying out of the work of the Professional as outlined under "Scope of Services"; provided, however, the City makes no representation or warranty regarding the reliability of any such information, data, reports, or maps unless specified otherwise in writing. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

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

have the meaning ascribed to it in Section 552.003 of the Texas Government Code and as hereinafter amended.

5. Compensation and Method of Payment.

a. Compensation.

It is agreed that total fees for Basic Services for the work as described in Exhibit "A" hereto shall be the lump sum amount of ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED SIXTY-THREE AND 08/100 DOLLARS (\$111,863.08). The total compensation is more particularly detailed in Exhibit "C," which is attached hereto and incorporated herein for all intents and purposes.

b. Payment.

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

(2) The City agrees to pay the Professional within thirty (30) days of its receipt of the invoice, including all necessary backup information, or the receipt of services, whichever is later; provided, however, in the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid. All invoices must identify with specificity the work or services performed and the date(s) of such work or services.

c. Interest on Delinquent Payments.

Delinquent payments will accrue interest in accordance with Section 2251.025 of the Texas Government Code. All payments will be credited first to principal and then to interest.

6. Records.

The Professional shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of the services performed hereunder. Such records shall be kept in the office of the Professional for a period of not less than five (5) years from completion of the Project. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. City shall be entitled to review and/or receive copies of such records at no cost within ten (10) days of the City's request.

7. Ownership of Documents.

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

b. All documents, including drawings prepared by the Professional and/or its subconsultants, are instruments of service in respect to the Project. They are not intended or represented to

be suitable for reuse by the City or others on extensions of the Project or on any other project. While they may be reused by the City, any such reuse without written verification or adaptation by the Professional for the specific purpose intended shall be at the City's sole risk and without liability or legal exposure to the Professional.

8. Insurance.

The Professional shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the scope of work by the Professional, its agents, representatives, volunteers, employees or subconsultants.

a. The Professional's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of the Professional's insurance and shall not contribute to it. Further, the Professional shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

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

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

- c. The following shall be applicable to all policies of insurance required herein:
- Insurance carrier for all liability policies must have an A.M. Best Rating of A-:VIII or better.
 - Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - Liability policies must be on occurrence form. Professional Liability Insurance can be on claims-made form.
 - Each insurance policy shall be endorsed to state that coverage shall not canceled 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.
 - If coverage is suspended, voided, or reduced in coverage or in limits, the Professional shall notify the City in writing prior thereto via certified mail, return receipt requested.
 - The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers' Compensation and Professional Liability Policies required herein.
 - Upon request and without cost to the City, certificates of insurance shall be furnished to the City.
 - All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Professional.
 - Professional shall provide copies of insurance certificates required hereunder to the City on or before the effective date of this Agreement and shall ensure that throughout the term of this Agreement, all certificates on file with the City are up-to-date and not expired. Failure to provide certificates constitutes a breach of this Agreement.

9. Standards of Performance.

- a. The Professional agrees the services it provides, as an experienced and qualified architect/engineer, will be performed with the professional skill and care ordinarily provided by competent architects/engineers practicing under the same or similar circumstances and professional licenses.
- b. The Project shall be designed and furnished in accordance with the most current codes and/or standards adopted by City, state, or federal government or in general custom and usage by the profession. The codes and standards used in the profession set forth minimum requirements.
- c. The Professional further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this Agreement will be pursuant to the standard of performance common in the profession.
- d. The Professional shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Professional shall correct such deficiencies without additional compensation. The City's approval, acceptance, use of or payment for all or any part of the Professional's services hereunder or of the Project itself shall not constitute nor be deemed a release or waiver of the responsibility and liability of the Professional for the accuracy and competency of data, reports, and documents

- e. The Professional shall submit all final construction and support documents in both hard copy and electronic format. Plans shall be AutoCAD compatible, and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards.

10. INDEMNIFICATION AND RELEASE.

a. INDEMNIFICATION.

THE PROFESSIONAL AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF AGREEMENT TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL (COLLECTIVELY PROFESSIONAL'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE PROFESSIONAL AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY PROFESSIONAL TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF PROFESSIONAL'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE PROFESSIONAL'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY AND DEFENSE OBLIGATION SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE PROFESSIONAL'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS

INDEMNIFIED, PROFESSIONAL FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

b. Release.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Professional assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the Parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the Parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Professional's services to be performed hereunder. This release shall apply with respect to Professional's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

c. Subconsultants.

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

11. Address of Notice and Communications.

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

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

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

Professional:
Guy Engineering Services,
Inc. 6910 E 14th Street
Tulsa, OK 74112
Attn: President

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

12. Captions.
Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.
13. Successors and Assignments.
The City and the Professional each binds themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and assigns of such other Party, in respect to all covenants of this Agreement. However, neither the City nor the Professional shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or Professional of any public body which may be a Party hereto.
14. Termination of Agreement for Cause.
If, through any cause, the Professional shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Upon delivery of any notice of termination required herein, the Professional shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, the Professional shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, the Professional shall also tender to the City's Representative all of the Professional's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work product generated by the Professional under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.
- Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional, and the City may withhold any payment to the Professional for the purpose of setoff until such time as the exact amount of damages due the City from the Professional is determined. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.
15. Termination for Convenience of the City.
The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Professional. If the Agreement is terminated by the City as provided herein, the Professional shall be paid for the time provided and expenses incurred up to the termination date; provided the Professional has complied with that portion of Paragraph 14 pertaining to tendering a final statement along with all instruments of service to the City. If this Agreement is terminated due to the fault of the Professional, other terms and conditions contained in Paragraph 14 of this Agreement relative to termination shall apply.
16. Changes.
The City may, from time to time, request changes in the scope of the services to be performed by the Professional under this Agreement. Such changes, including any increase or decrease in the

amount of the Professional's compensation, which are mutually agreed upon by and between the City and Professional shall be incorporated in written amendments to this Agreement. The City shall not be liable for any additional services performed hereunder unless an amendment to this Agreement for such services is executed prior to the performance thereof.

17. Personnel.

- a. The Professional represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder shall be performed by the Professional or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under State and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

18. Reports and Information.

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

19. Independent Contractor.

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

20. Civil Rights.

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

21. Interest of Professional and Employees.

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

22. Incorporation of Provisions Required by Law.

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the ____ day of November, 2025, the date of execution by the City Manager of the City of Friendswood.

City:
CITY OF FRIENDSWOOD, TEXAS

Professional:
GUY ENGINEERING SERVICES, INC

MORAD KABIRI, City Manager

BY: _____
Rebecca Alvarez

(Printed Name)

President

DATE: _____

DATE: _____

ATTEST:

ATTEST:

RAQUEL MARTINEZ, City Secretary

(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

SCOPE OF WORK

A. PROJECT INFORMATION

The Project includes the rehabilitation of the bridge and approaches for Greenbriar Ave. over Chigger Creek, which bridge is a three-span ninety feet (90') long concrete bridge built in 1984 (the "Bridge").

The general scope of work includes meetings, on-site reviews and additional work required for the preparation of studies, reports, surveys, traffic analysis / engineering, roadway design, and permitting assistance, culminating in the delivery of final construction plans, specifications and estimates (PS&E). Plans will be based on current TxDOT and City of Friendswood specifications.

The Professional will prepare PS&E to replace the Bridge and approach roadway, surfacing and drainage. Plan submittals include 60% Plans, Final Plans, PS&E.

The Professional's basic services under this Agreement include the following:

- Evaluating the Bridge conditions and preparing Bridge Rehabilitation Field Assessment Report;
- Assisting the City with permitting requirements for the Project;
- Conducting topographic survey and gathering utility information;
- Preparing 60% plans and cost estimate;
- Attending 60% plan field review meeting;
- Preparing updated cost estimates;
- Finalizing plans, quantities and cost estimates;
- Attending final plan field review meeting;
- Performing quality assurance/quality control review; and
- Attending the pre-bid conference.

B. SCOPE OF SERVICES

1. Basic Services:

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

a. Task 1: Field Assessment Services

The Professional will provide a field assessment report of the Bridge that includes recommendations for repairs to the Bridge and approaches with the intent of maintaining the operating rating of 42 tons and the inspection rating of an 8 or better.

b. Task 2: Bridge Design

The Professional will prepare a structural design study for the rehabilitation of the Bridge. The rehabilitation study will follow the recommendations of the Bridge Rehabilitation Field Assessment Report. Repairs may be recommended to the following areas: abutment, piers, superstructure, beam, bearing assembly, and channel erosion. The Professional's services under this task include, but are not limited to, the following:

- (1) Prepare Structural Plans for Bridge Rehabilitation which shall include, but not be limited to:
 - (a) General Notes and Summary of Pay Quantities,

- (b) Foundation Report Sheet(s),
 - (c) General Plan and Elevation Sheet,
 - (d) Substructure Staking Sheet,
 - (e) Abutment Detail Sheet(s),
 - (f) Wingwall Detail Sheet(s),
 - (g) Pier Detail Sheet(s),
 - (h) Superstructure Detail Sheet(s),
 - (i) Beam Detail Sheet(s),
 - (j) Bearing Assembly Detail Sheet(s),
 - (k) Riprap Detail Sheet(s), and
 - (l) Miscellaneous Detail Sheet(s); and
- (2) Perform quality assurance/quality control reviews, make necessary corrections, and submit final plans.
- c. Task 3: Roadway Design
The Professional's services under this task include, but are not limited to, the following:
- (1) Prepare construction plans for roadway approaches.
Note: Roadway will be as long as required to tie the approaches into the existing alignments; it is estimated no more than 500 ft of roadway will be included.

The 2024 TxDOT Construction Specifications will be used.

The rehabilitation scope will follow the recommendations of the Bridge Rehabilitation Field Assessment Report.
 - (2) Incorporate environmental mitigation notes and measures as required in environmental clearance documents;
 - (3) Define the extents of any additional right-of-way if required;
 - (4) Assist with the 404 permit application for the City if needed;
 - (5) Assist in working with Galveston County Consolidated Drainage District for permitting, if required;
 - (6) Perform quality assurance/quality control review;
 - (7) Provide roadway plans, which shall include, but not be limited to:
 - (a) Title Sheet,
 - (b) Typical Sections,
 - (c) General Construction Notes,
 - (d) Summary of Pay Quantities and Notes (Roadway),
 - (e) Summary Sheets,
 - (f) Stormwater Management Plan,
 - (g) Erosion Control Plan,
 - (h) Alignment Data Sheets,
 - (i) Demolition and Removal Plan,

- (j) Plan and Profile Sheets,
- (k) Cross Sections, and
- (l) Guardrail details; and

(8) Note trail / sidewalk repairs in the plans within the limits of the Bridge and approach repairs, utilizing a typical section provided by the City.

d. Task 4: Traffic Engineering Design

The Professional's services under this task include, but are not limited to, the following:

- (1) Prepare of a detour plan;.
- (2) Prepare of a signing and striping plan;
- (3) Itemize traffic control pay items; and
- (4) Provide traffic plans, which plans shall include, but not be limited to:
 - (a) Suggested Sequence of Construction;
 - (b) Construction Traffic Control Layout with Temporary Signal Plans;
 - (c) Permanent Signing and Striping; and
 - (d) Summary of Pay Quantities and Notes (Traffic).

e. Task 5: Survey

The Professional's services under this task include, but are not limited to, the following:

- (1) Perform a survey in accordance with Texas Society of Professional Surveyors Manual of Practice, Category 6, Topographic Survey;

The topographic limits of survey are approximately 100 feet wide by 700 feet along the roadway and Bridge alignments and creek cross-sections extending 250 feet beyond the roadway right-of-way.

- (2) Set and measure benchmarks along the entire length of the Project;
 - (a) Run check levels will between benchmarks to ensure the desired precision for vertical control is achieved; and
 - (b) Prepare a survey control sheet under the supervision of a Texas Registered Professional Surveyor;
- (3) Survey and display in an AutoCAD digital mapping file (.dwg) topographic features, underground utilities, and surface features;
 - (a) Compile contacts for the utility companies and list them in the mapping file;

- (b) After the mapping file is considered complete, perform a field check to ensure that the features are reflected correctly in the mapping file; and
 - (c) Prior to the topographic collection portion of the survey, submit a locate request through Texas 811 and the City of Friendswood Mapping and Marking System;
 - (4) Conduct courthouse research to determine the existing right-of-way and drainage district easement limits; and
 - (5) Survey will depict the current road right-of-way and drainage district easements through the Project area.
- f. **Task 6: Subsurface Utility Engineering**
 The Professional's services under this task include, but are not limited to, conducting a Subsurface Utility Engineering, which shall include the following:
- (1) **Quality Level D and**
 This scope includes records research and data collection at the desktop level. Data is approximate. (Included in the survey scope of work.)
 - (2) **Quality Level C.**
 This level includes all visible utilities and those marked by Texas 811 and the City of Friendswood Mapping and Marking System.
- g. **Task 7: Bid Phase**
 The Professional's services under this task include, but are not limited to, the following:
- (1) Provide input on engineering-related items (bid items and quantities) to be included in the bid documents;
 - (2) Answer questions and issue addenda as appropriate to clarify, correct, or change the bidding documents;
 - (3) Attend pre-bid meeting;
 - (4) Prepare the bid tabulations; and
 - (5) Evaluate bids and bidders' qualifications and recommend award based on City-defined criteria and value based on market price.

2. Additional Services:

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

Exhibit "B"

SCHEDULE

The Professional shall begin work under this Agreement within ten (10) days of a Notice to Proceed ("NTP") and shall complete the work in accordance with the schedule below:

Task Description	Calendar Days from NTP
Conduct Bridge Rehabilitation Field Assessment then conduct Survey	63 calendar days from NTP
Submit 60% Plans for Review	168 calendar days from NTP
Submit Final Plans for Review	63 calendar days from 60% Plan review response
Submit Approved Final Design Package	42 calendar days from Final Plan review response and environmental clearance

The Professional's obligation to render services hereunder will be for whatever period necessary for the final completion of the services required in Exhibit "A." However, the Professional understands and agrees that services shall commence no earlier than upon execution of this Agreement; and the Professional shall use commercially reasonable efforts to perform all services required herein within 293 calendar days from the issuance of the NTP.

Exhibit "C" COMPENSATION

Basic Services

Services and all reimbursable expenses required under this Agreement shall be provided at a lump sum fee of ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED SIXTY-THREE AND 08/100 DOLLARS (\$111,863.08) in accordance with the following schedule:

Basic Services	Lump Sum Amount
Bridge Rehabilitation Field Assessment (Guy)	\$18,359.00
Structural (Aguirre and Fields)	\$ 9,995.00
Roadway (Guy)	\$46,980.00
Survey (Guy)	\$21,745.00
Traffic (Guy)	\$14,784.08
Total Lump Sum for Basic Services	\$ 111,863.08

The portion of the compensation amount billed for the Professional's Services will be based upon the Professional's completion of and the City's acceptance of the services required herein; provided that at no time the amounts specified herein for each task be exceeded.

Additional Services

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

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 12/04/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider on first reading an ordinance granting a franchise agreement to Waste Connections of Texas, LLC, for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials in the City of Friendswood.

Originating Department: Finance

Degree of importance: High

SUMMARY / ORIGINATING CAUSE

This is the first reading of a proposed ordinance granting a franchise agreement to Waste Connections of Texas ("Waste Connections") for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials in the City of Friendswood.

Waste Connections currently provides these services to the City. The previous franchise agreement expired in April of this year. However, after such expiration, the City extended the agreement in order to study potential options. At its September meeting, the City Council received the results of a city-wide survey, which evidenced that of the people responding to the survey, the majority were generally pleased with the services provided by Waste Connections. Therefore, the City staff has been working with Waste Connections to finalize an agreement.

The proposed franchise agreement is similar to the previous one with the following more notable changes:

1. No automated collection service is included;
2. Sufficient collection routes are required;
3. Two additional municipal locations are included (Animal Control and Deepwood);
4. For special events, the number of containers, trucks, drivers, etc., that will be provided are specified;
5. For each single-family residential unit and light commercial unit, weekly pickup is limited to three yards of green waste and one bulky item;
6. A penalty provision is provided if residential solid waste is not picked up the next business day after the scheduled pickup date;
7. The fuel cost adjustment is removed; and
8. Costs are increased as indicated in the attached chart.

If approved, the second and final reading will be placed on the City Council's agenda for December 1, 2025, for Council's consideration. The effective date of the franchise agreement, if approved, is January 1, 2026.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Franchise Agreement
2. Exhibit A - Solid Waste Franchise Agreement
3. Exhibit B- Notice of Purpose and Change
4. Waste Connections of Texas Rate Adjustment Chart
5. Government Code Verifications - Friendswood - Waste Connections
6. Form 1295 - Friendswood - Waste Connections
7. City of Friendswood_Waste Connections of Texas, LLC_25-26 GL (MP) AL UMB (5M)_7-29-2025_525829901
8. Comparison from 2022 to 2025 Franchise Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, GRANTING TO WASTE CONNECTIONS OF TEXAS, LLC, THE RIGHT, PRIVILEGE, AND FRANCHISE TO PROVIDE FOR THE COLLECTION, HAULING, RECYCLING, AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF FRIENDSWOOD, TEXAS; PRESCRIBING COMPENSATION FOR THE RIGHT, PRIVILEGE, AND FRANCHISE CONFERRED HEREUNDER; CONTAINING OTHER PROVISIONS RELATED THERETO; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City of Friendswood is authorized to regulate and provide solid waste collection, hauling, recycling, and disposal services within its corporate limits under terms and conditions deemed appropriate by the City Council; and

WHEREAS, the City conducted a city-wide waste and recycling survey to obtain feedback from residents and commercial businesses regarding solid waste and recycling services desired in the City; and

WHEREAS, the City received 1,797 responses from residents and businesses throughout the City, which revealed that a majority was satisfied with the existing trash service, the availability of recycling programs, the materials currently collected by the recycling program, the heavy trash pickup, and the cost of services received under the current franchise; and

WHEREAS, such survey also revealed that approximately 78% of the people surveyed prioritized twice a week trash pickup over curbside recycling and heavy-trash pickup and 58% prioritized heavy trash pickup over curbside recycling; and

WHEREAS, after reviewing the results of the survey and current market conditions, the City Council has determined that granting an exclusive franchise for such services will promote efficiency, consistency, and environmental sustainability in the collection and disposal of solid waste and recyclable materials; and

WHEREAS, Waste Connections of Texas, LLC, has demonstrated the capacity, experience, and commitment to provide high-quality solid waste services in accordance with applicable laws, regulations, and the terms of the proposed franchise agreement; and

WHEREAS, the City Council hereby finds that it is necessary and appropriate to enter into this franchise agreement with Waste Connections of Texas, LLC, for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials in order to protect and preserve the public health and safety and to ensure reliable, cost-effective, and environmentally responsible solid waste management; 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 and are hereby adopted by the City Council of the City of Friendswood, Texas.

Section 2. The City Council hereby grants the franchise described in Section 3 hereof to Waste Connections of Texas, LLC, for the collection, hauling, recycling, and disposal of municipal solid waste and recyclable materials.

Section 3. The City Council hereby authorizes the Mayor to execute the Franchise Agreement for the Collection, Hauling, Recycling, and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Friendswood, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 4. In the event any clause phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

Section 6. The work and activity done in connection with the franchise granted hereunder shall be subject to and governed by all present and future federal, state, and local laws, rules, and regulations.

Section 7. The City Secretary is hereby directed to give notice of the purpose of the franchise agreement herein approved along with a description of the changes made by such agreement within ten (10) days after the final passage of this ordinance. Such notice, in substantially the form set forth in Exhibit "B" attached hereto, shall be published in the City's official newspaper and on the City's internet website and provided to any other registered or approved solid waste service provider operating in the City.

Section 8. That this ordinance, having been published in accordance with Section 9.03 of the Charter of the City of Friendswood, shall take effect on January 1, 2026, after its passage on final reading by the City Council.

INTRODUCED, READ AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of November, 2025.

JOHN ELLISOR, Mayor Pro Tem

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 on this the 1st day of December, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

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

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This Franchise Agreement (this "Agreement") is made and entered into as of the 1st day of January, 2026, by and between Waste Connections of Texas, LLC, a Delaware limited liability company (the "Service Provider"), and the City of Friendswood, Texas (the "City") to grant to the Service Provider the franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials (as such terms are defined herein) within the City's corporate limits, subject to all applicable federal, state, and local laws.

1. Defined Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Holidays means the following days:

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

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

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

Light Commercial Unit means a Commercial Unit that generates Municipal Solid Waste and that uses Containers greater than a ninety-six- (96) Gallons and less than two (2) cubic yards.

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

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

Paper Bag means a biodegradable paper "kraft"-type bag designed for the disposal of Green Waste, not to exceed a capacity of 32 gallons.

Recyclable Materials means

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

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

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

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

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

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

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

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

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

2. Franchise Grant.

The City hereby grants to the Service Provider, in accordance with the City's charter, ordinances, and regulations governing the collection, hauling, recycling, and disposal of Municipal Solid Waste and Recyclable Materials, the franchise, license and privilege to collect, haul, and recycle or dispose of Municipal Solid Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties, and acknowledges and agrees that, to the extent allowed by law, the Service Provider shall be the sole provider of such services. The Service Provider accepts such franchise and agrees to perform all work and services herein in a timely

manner with the care and skill ordinarily used by other providers practicing under the same or similar circumstances, time and locality. Service Provider may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages.

3. Operations.

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

4. Single-Family Residential Unit Collections.

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

The Service Provider will collect Recyclable Materials from Single-Family Residential Units once per week; provided, that (i) such Recyclable Materials are placed in Recycling Bins or Recycling Carts, and (ii) such Recycling Bins or Recycling Carts are placed within five (5) feet of the curbside or right-of-way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for the collection of Recyclable Materials placed in Recycling Bins or Recycling Carts. Any Single-Family Residential Unit that generates Recyclable Materials in an amount greater than the capacity of two (2) Recycling Bins will be required to utilize Recycling Carts. The Service Provider shall be compensated for this additional service as

provided for in Section 9(a) hereto. Single-Family Residential Units must comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Single-Family Residential Unit fails to do so, Service Provider may decline to collect such materials as Recyclable Materials, and shall dispose of them as Municipal Solid Waste, without being in breach of the Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third-party facilities.

- (b) *Excess or Misplaced Municipal Solid Waste.* The Service Provider shall only be required to collect a maximum of either two (2) Recycling Bins or one (1) Recycling Cart from any Single-Family Residential Unit. Additionally, the Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers or Bags. Municipal Solid Waste and Recyclable Materials in excess of the maximum aggregate limit above, in excess of the Containers' or Bags' limits, or placed outside or adjacent to the Containers or Bags will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion.
- (c) *Handicapped Residential Units.* Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers; provided that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

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

The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and Multi-Family Residential Units up to six (6) times per week, as provided for in Section 9(b) hereof. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Residential Units' Municipal Solid Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9(b) hereof. The parties acknowledge and agree that the Service Provider shall not be responsible to City for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Single-Family, Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement, unless such damage is caused by Service Provider's negligence or willful misconduct. Commercial, Industrial or Multi-Family Residential Units must comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Commercial, Industrial or Multi-Family Residential Unit fails to do so, Service Provider may decline to collect such materials as Recyclable Materials and collect and dispose of the same as Municipal Solid Waste without being in breach of the Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third-party facilities.

6. Special Collections and Services.

(a) *Municipal Locations.* The Service Provider will provide, at no cost to the City, up to an aggregate number of twenty-two (22) Containers to collect Municipal Solid Waste and/or Recyclable Materials at certain municipal locations within the City once or twice per week, as needed; provided that the 40-yard container provided to the Deepwood Public Works location shall be hauled every Tuesday. Any additional hauls requested within a week from the Deepwood Public Works location shall be subject to an additional charge at \$315.00 per haul, plus disposal fees of \$31.50 per ton. No other charges may be assessed. Specifically, the provisions of this Section 6(a) shall apply to the following locations:

Location	# of Containers	Type of Container	# of Collections per Week	Type of Collection
Friendswood City Hall	1	6 yards	2	Municipal Solid Waste
	1	6 yards	1	Municipal Solid Waste
Friendswood Animal Control Facility	1	4 yards	1	Municipal Solid Waste
Friendswood Public Safety Building	1	8 yards	1	Municipal Solid Waste
	1	8 yards	1	Municipal Solid Waste
Friendswood Public Library	1	6 yards	2	Municipal Solid Waste
	1	8 yards	1	Municipal Solid Waste
Friendswood Public Works	2	4 yards	1	Municipal Solid Waste
	1	6 yards	1	Municipal Solid Waste
Friendswood Public Works (Deepwood)	1	40 yards	1	Municipal Solid Waste
Friendswood Activities Building	1	8 yards	1	Municipal Solid Waste
Friendswood Fire Station #1	1	6 yards	2	Municipal Solid Waste
Friendswood Fire Station #2	1	6 yards	1	Municipal Solid Waste
Friendswood Fire Station #3	1	4 yards	1	Municipal Solid Waste
Friendswood Fire Station #4	1	8 yards	1	Municipal Solid Waste

Additionally, the Service Provider will provide, at no cost to the City, an adequate number of Recycling Carts or front-load Containers to collect Recyclable Materials at the City

parks; the Service Provider shall decide, in its sole discretion, which type of Containers to use in providing such services.

- (b) *Special Events.* The Service Provider will provide, at no cost to the City, an adequate number of Containers to collect Municipal Solid Waste at the following special events in the City: City's Spring Sparkle, Fall Haul-A-Day, Independence Day Celebrations, and Santa in the Park; provided that the City gives the Service Provider reasonable prior written notice of the date of such special event as well as the number of Containers that will be required. Cleanup will consist of seven (7) Roll-Off Containers, two (2) roll-off trucks and drivers, two (2) brush trucks with drivers and two (2) helpers, and four (4) rear-load trucks, four (4) drivers, and four (4) helpers.
- (c) *Port-O-Lets.* The Service Provider shall provide Port-O-Lets during the Independence Day Celebrations and Little League Opening Day. Additionally, the Service Provider shall provide five (5) Port-O-Lets at Centennial Park, as needed.
- (d) *Friendswood ISD Recycling.* The Service Provider shall provide, at no cost to the City, collection of Recyclable Materials to all Friendswood ISD schools located in the City limits. The Service Provider shall determine the type/size of the Containers and the frequency of the collections.

7. Bulky Items and Green Waste.

- (a) *Pre-Arranged Collections.* The Service Provider will collect Bulky Items and Green Waste from Single-Family Residential Units once per week, as designated by the Service Provider; provided that the Bulky Items or Green Waste (i) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (ii) are reasonably contained, (iii) are limited to one Bulky Item per Single-Family Residential Unit per week; (iv) are limited to three (3) yards of Green Waste per Single-Family Residential Unit per week; and (v) do not have any individual item exceeding fifty (50) pounds in weight. The Service Provider shall only collect Green Waste that has been placed in Paper Bags or secured in a bundle weighing less than fifty (50) pounds with no item measuring more than 48 inches. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Bulky Items and Green Waste from those Single-Family Residential Units that have complied with this Section 7(a) and Section 1. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.
- (b) *Negotiated Collections.* It is understood and agreed that the service provided under Section 7(a). does not include the collection of Bulky Items and Green Waste comprised of Construction and Demolition Waste, White Goods *or* any materials resulting from remodeling, debris from severe weather events that exceeds ordinary Green Waste collection, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's roll-off services.

8. Title to Equipment.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider;

however, Single-Family Residential Units, Commercial, Industrial, and Multi-Family Residential Units shall have care, custody and control of the equipment while at the service locations. Units shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Units must provide unobstructed access to the Containers on the scheduled collection day. Any Container provided by a Single-Family Residential Unit for the collection of Municipal Solid Waste shall remain the property of such Single-Family Residential Unit.

9. Rates and Fees.

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

- (a) *Single-Family Residential Unit and Light Commercial Services.* Commencing on January 1, 2026, for the Services provided to Single-Family Residential Units and Light Commercial Units (Commercial Units utilizing smaller Container sizes), the Service Provider shall charge the following rates for Municipal Solid Waste collection twice per week, recycling collection once per week, and Bulky Items and Green Waste collection once per week. These rates apply to all Single-Family Residential Units and Light Commercial Units located within the City's corporate limits.

Type of Container	Monthly Cost
96-Gallon Cart and 18-Gallon Recycle Bin	\$21.00
Additional 18-Gallon Recycle Bin (each)	\$9.39
96-Gallon Cart and 96-Gallon Recycle Cart	\$22.00
Light Commercial Collection 1 x week	\$46.04
Light Commercial Collection 2 x week	\$69.06

- (b) *Commercial, Industrial and Multi-Family Residential Unit Services.* Commencing on January 1, 2026, for the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the following rates:

Container	Collections per Week						Extra Lifts
	1	2	3	4	5	6	
95 Gallon	\$45.96	\$68.94	N/A	N/A	N/A	N/A	N/A
2 Cubic Yards	\$112.67	\$133.17	\$225.16	\$315.00	\$413.20	\$520.30	\$21.14
3 Cubic Yards	\$129.37	\$169.82	\$314.40	\$439.83	\$576.91	\$726.47	\$31.71
4 Cubic Yards	\$129.88	\$170.82	\$315.92	\$441.84	\$579.45	\$729.48	\$42.28
6 Cubic Yards	\$147.02	\$265.08	\$384.46	\$505.87	\$640.72	\$768.74	\$63.40
8 Cubic Yards	\$259.69	\$400.44	\$512.65	\$683.39	\$873.18	\$1049.08	\$84.51

- Additionally, the Service Provider shall provide the following services, if requested by a customer or if necessary due to an overloaded container, to Commercial, Industrial or Multi-Family Residential Units at the stated monthly cost:

Type of Container	Monthly Cost
Container with Casters	\$7.29
Containers with Locks or Gates	\$10.95
Recycling Container – 6 Cubic Yards	\$102.16

Type of Container	Monthly Cost
Recycling Container – 8 Cubic Yards	\$124.04
Commercial front-load Containers that are overloaded by either weight or volume	\$55.00 per overloaded container

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

- (c) *Roll-Off Services.* The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The roll-off services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Off Containers provided pursuant to this Section 9(c) must be located within the City in accordance with City ordinances and policies. Notwithstanding anything to the contrary contained herein, a Franchise Fee shall not apply to the services set forth in this Section 9(c).

10. Penalty.

Should the Service Provider fail to collect all residential solid waste in accordance with schedules approved by the City, the Service Provider shall (i) notify the affected customers through Service Provider's app, if customers are enrolled for such notifications, and the City and (ii) collect such missed waste the next business day. Should the Service Provider fail to collect residential solid waste within one business day after the required collection day, the City, in addition to all other remedies, may assess a civil penalty of an amount not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per day; provided that the failure to timely perform collection services was not due to a weather event or force majeure event.

11. Rate Adjustment.

Beginning on January 1, 2027, and on January 1 thereafter, the Service Provider may request an increase in the rates charged by the Service Provider for the Services from the City to account for changes in costs incurred by the Service Provider, including, but not limited to, changes in the Consumer Price Index for all Urban Wage Earners; increased disposal costs; increased Landfill fees; changes in federal, state, or local laws, rules, or ordinances that introduce or increase fees, taxes or similar assessments; increased labor or equipment costs; or increased operational costs. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon one hundred twenty (120) days' written notice to the City.

12. Exclusions.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's roll-off Services.

13. Term of Agreement.

The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2026, and concluding on December 31, 2028, unless terminated earlier as provided herein. The term of this Agreement may be extended by mutual agreement of the parties.

14. Assignment.

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

15. Enforcement.

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

16. Processing, Billing and Fees.

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

Thereafter, the City will remit to the Service Provider an amount equal to such Billing Statement. Such remittance shall be made by the City on or before the 15th day of each month (for the immediately preceding month's service) commencing on August 15, 2025. Along with each remittance, the City shall provide the Service Provider with a report indicating the service type, size, location, and number of Single-Family Residential Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

- (b) *Commercial Billing.* On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9(b) hereto from all Commercial, Industrial, and Multi-Family Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial, and Multi-Family Residential Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials within the City's corporate limits (the "Commercial Billing"). Thereafter, the Service Provider shall remit to the City an amount equal to ten percent (10%) gross receipts collected (less tax) from the Commercial Billing (the "Franchise Fee"). Such remittance

shall be made by the Service Provider on or before the 20th day of each month (for the immediately preceding month's service).

- (c) *Taxes.* In addition to the amounts billed and collected by the City under Section 15(a), the City shall also be responsible for collecting and remitting or paying any and all sales, use and service taxes assessed or payable in connection with the amounts collected under Section 15(a). In addition to the amounts billed and collected by the Service Provider under Section 15(b), the Service Provider shall also be responsible for collecting and remitting or paying any and all sales, use and service taxes assessed or payable in connection with the amounts collected under Section 15(b).
- (d) *Bad Debt; Unpaid Rates/Fees.* The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial or Residential Unit.
- (e) *Billings for Roll-Off Services.* Notwithstanding the above, the Service Provider will bill and collect from all Residential, Commercial and Industrial Units for Services performed with respect to Roll-Off Containers. The Service Provider shall not pay a Franchise Fee on any amounts collected under this Section 15(e).

17. Spillage.

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

18. Non-Collection Notice and Follow-Up.

- (a) *Notice from the Service Provider.* It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container or Bag as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, or Recyclable Materials to be removed, the Service Provider may

refrain from collecting all or a portion of such Municipal Solid Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bags, Bulky Items or Green Waste out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation, and shall indicate the correction required in order that such Municipal Solid Waste or Recyclable Materials may be collected.

- (b) *Incomplete Stops.* If there are any incomplete stops due to mechanical reasons or D.O.T. time, the dispatcher must contact the City and enter a service comment to reschedule the pick-up for the next Business Day. After entering the service comment, it is mandatory that these stops be serviced within one (1) Business Day.
- (c) *Notice from a Commercial, Industrial or Residential Unit.* When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste or Recyclable Materials have not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

19. Hours of Service.

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

20. Customer Service.

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

21. Compliance with Applicable Laws.

The Service Provider shall comply with all applicable federal, state, and local laws regarding the granting of franchises and the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any

regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to ensure compliance with this Section 20. Violations of any applicable federal and/or state law will be corrected at the Service Provider's expense. The Service Provider will pay for all applicable penalties associated therewith.

22. Vehicles and Equipment.

Vehicles used by the Service Provider for the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and local telephone numbers not less than two inches (2") in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week. Such vehicles shall be maintained throughout the term of this Agreement in an efficient working condition, in compliance with all applicable laws and in accordance with the manufacturer's specifications. The vehicles shall be painted as often as necessary to preserve and present a well-kept appearance. The Service Provider shall have a regular preventative maintenance program.

23. Due Care.

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

24. Personnel and Performance Standards.

- (a) *Employment.* The Service Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. During the term of this Agreement, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency. The Service Provider shall not deny employment to any person on the basis of race, religion, color, sex, or national origin and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded.
- (b) *Customer Service.* The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner.
- (c) *Uniforms.* The Service Provider shall outfit each person performing services under this Agreement within the City with uniforms that clearly identifies him/her as a representative of the Service Provider.
- (d) *Safety.* The Service Provider shall provide each person performing services under this Agreement with appropriate safety equipment. The Service Provider shall assure that all such persons are properly trained in safe operations and have sufficient skill, ability, and experience to properly perform the duties to which they are assigned.
- (e) *Qualifications.* The Service Provider shall not assign any person to perform services under this Agreement who has been convicted of a felony or any offense that designates

individuals as sex offenders. The City shall have the right, using reasonable discretion, to request that an employee be barred from further work for the Service Provider in connection with this Agreement for reasons including, but not limited to, wanton, discourteous, belligerent, or unsafe behavior. The City's request shall be in writing and shall describe the reasons for the request. Upon receipt of the City's request, the Service Provider shall comply immediately by removing the individual from duties under this Agreement.

25. Insurance Coverage.

Pursuant to this Agreement, the Service Provider shall procure and maintain, at its sole cost and expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Service Provider's negligent or willful misconduct in its performance of the work hereunder by the Service Provider, its agents, representatives, volunteers, employees or subcontractors, to the extent the liabilities are assumed by Service Provider in this Agreement or exist in law. The Service Provider's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of the Service Provider's insurance and shall not contribute to it. Further, the Service Provider shall include all subcontractors, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subcontractors and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

Insurance	Coverage
Worker's Compensation	<ul style="list-style-type: none"> ➤ Statutory Limits ➤ Employer's Liability: \$1,000,000 ➤ Waiver of subrogation Required
Commercial General Liability	<ul style="list-style-type: none"> ➤ Per Occurrence: \$1,000,000 ➤ Aggregate: \$2,000,000 ➤ Products & Completed Operations: \$2,000,000 ➤ Personal & Advertising Injury: \$1,000,000 ➤ Waiver of subrogation required ➤ Coverage shall be broad form CGL
Business Automobile	<ul style="list-style-type: none"> ➤ Combined Single Limits: \$2,000,000 ➤ Coverage for "Any Auto" ➤ Waiver of subrogation required
Excess Umbrella Liability	<ul style="list-style-type: none"> ➤ Per Occurrence: \$5,000,000 ➤ Aggregate: \$5,000,000

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

- Insurance carrier must have an A.M. Best Rating of A:VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form.
- Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Service Provider agrees to provide City with at least 30 days' prior written notice if any insurance policy required herein is suspended, voided, or reduced in coverage or limits.

- The City, its officers, agents and employees are to be added as "additional insureds" to all liability policies (excluding workers' compensation).
- Upon request and without cost to the City, certificates of insurance shall be furnished to the City.
- All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City and shall be carried in the name of the Service Provider.
- The Service Provider shall provide copies of insurance certificates required hereunder to the City on or before the effective date of the Agreement and each year thereafter.
- To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation.

26. Indemnity.

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

27. No Waiver.

Nothing herein shall be construed so as to limit or waive the City's governmental immunity.

28. Savings Provision.

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

29. Termination.

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

- (1) By failing to pay insurance premiums, liens, claims or other charges;
- (2) By failing to pay any payments due the City, State or Federal Government from the Service Provider or its principals, including, but not limited to, payments identified in this Agreement, any taxes, fees, assessments, or liens after receiving 10 days' written notice from the City and failing to cure;
- (3) On the institution of voluntary or involuntary bankruptcy proceeding against the Service Provider;
- (4) On dissolution of the Service Provider;
- (5) By violation of any provision, including, but not limited to, the provision requiring sufficient or adequate machinery or equipment to provide the services, of this Agreement after receiving 30 days' written notice from the City and failing to cure; or
- (6) By the abandonment or discontinuance of the Service Provider's operations, or any portion thereof.

(b) *Termination by Service Provider.* The Service Provider has the right to terminate this Agreement for cause if the City breaches any provision of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice from Service Provider of the breach or default.

(c) *Payment upon Termination.* If the City terminates the Agreement, the Service Provider shall be entitled only to payment for work satisfactorily performed as of the date of the termination.

(d) *Retention of Liabilities.* Notwithstanding the provisions of this Article, the Service Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any negligent act or omission or any breach of the Agreement.

30. Scholarships and Donations.

(a) Each year the Service Provider shall provide an annual \$1000.00 scholarship to one student in Friendswood High School; an annual \$500 scholarship to one student from Clear Brook High School; and an annual \$500 scholarship to one student from Clear Springs High School.

(b) The Service Provider agrees that in each Calendar Year during the term of the Agreement, the Service Provider shall make one (1) SEVEN THOUSAND AND NO/100 DOLLAR (\$7,000.00) donation to support the City's annual Fourth of July festival.

31. House Count.

The City and the Service Provider will conduct a count of all Single-Family Residential Units located in the City's corporate limits once per year. The parties shall mutually agree on the day and time for such count.

32. Reports/Records.

- (a) *Records.* The Service Provider shall maintain records of the amount of Municipal Solid Waste and Recyclable Materials disposed of under the terms of this Agreement, by weight or volume, as designated by the City Manager. All records directly related to the Service Provider's Services to the City shall be available for audit by the City from 8:00 a.m. to 5:00 p.m., Monday through Friday, within five (5) calendar days of a written request therefor from the City to the Service Provider. Financial records will be maintained with such adequacy so as to allow identification of the source of all revenue and expenditures related to this Agreement.
- (b) *Transport of Recyclable Materials.* The Service Provider agrees to transport the Recyclable Materials to a registered recyclables processing center for further processing and reclamation. Upon request, the Service Provider shall provide the City with copies of delivery/weight tickets for deliveries.
- (c) *Reports.* The Service Provider shall provide the City additional reports as may be reasonably requested by the City Manager.

32. Force Majeure.

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

33. Governing Law.

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

34. Notices.

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

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

With a copy to:
City of Friendswood
910 S. Friendswood Drive
Friendswood, TX 77546
Attn: Director of Finance

and

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

If to the Service Provider:

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

With a copy to:

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

and

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

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

35. Performance Bond.

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

shall, at all times throughout the duration of this Agreement, have a current, valid performance on file with the City.

36. Entire Agreement.

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

37. Commercial Practices.

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

38. Damages.

Random checks of the facilities shall be carried out during the term of this Agreement at the option of the City to ensure faithful performance and compliance with all the terms and conditions herein. The Service Provider and the City understand and agree that the failure to perform the services in the manner and pursuant to the terms of this Agreement in a timely manner may cause damage to the City. In the event that the City sustains damage(s), the City may (i) make a claim for such damages under the Service Provider's public liability, property damage insurance policy in effect to the extent the claim arises from Service Provider's negligence or willful misconduct, or (ii) deduct the amount of damages from any amount which is due or may become due throughout the term of this Agreement; provided the City has invoiced Service Provider for such damages and has not received payment from Service Provider within fifteen (15) days of such invoice. All such remedies shall be cumulative of other remedies available to the City, and the City shall not be required to elect any one remedy nor shall it be deemed to have made such an election by proceeding to enforce any one remedy.

39. No Waivers.

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

40. Independent Contractor.

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

41. No Third-Party Beneficiaries.

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

42. No Right to Arbitration.

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

43. Headings.

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

44. Gender and Number.

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

45. Construction of Agreement.

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

46. Agreement Read.

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

47. Authority.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement effective on the 1st day of January, 2026.

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager

ATTEST:

RAQUEL MARTINEZ, City Secretary



CITY OF FRIENDSWOOD

OFFICE OF THE CITY SECRETARY

NOTICE OF EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

NOTICE is hereby given that the City Council of the City of Friendswood has entered into an exclusive franchise agreement for the collection, hauling, recycling and disposal of municipal solid waste and recyclable materials (the "Agreement") with Waste Connections of Texas, LLC (the "Contractor").

Purpose:

The Agreement grants the Contractor the exclusive right to provide collection, hauling, recycling and disposal of municipal solid waste and recyclable materials services within the city limits of the City of Friendswood. The primary purpose of the Agreement is to ensure consistent, efficient, and environmentally responsible waste management practices that comply with local, state, and federal regulations. The Agreement outlines performance standards, service requirements, pricing structures, and reporting obligations, thereby protecting public health and promoting sustainability. Additionally, it provides a framework for accountability and oversight, helping the City to ensure a high service quality level for its residents and businesses within the City.

Description of Changes:

The Contractor is the current provider of waste management services in the City. The Agreement is similar to past agreements with the following notable changes:

1. the removal of the Automated Collection Service Pilot Program;
2. the inclusion of Saturday as a business day;
3. the addition of definitions of a "light commercial unit" and a "paper bag";
4. a requirement for the Contractor to provide sufficient collection routes to meet the service requirements specified in the agreement;
5. an increase in the number of containers (from 18 to 22) required for the collection of municipal solid waste and recyclables from various municipal locations, including the animal control facility and public works facility on Deepwood;
6. a limitation of the number of containers, drivers, trucks, and helpers that will be provided for special events of the City;
7. a limitation of the amount of bulky items and green waste collected weekly from single-family residential units, namely, one bulky item and three yards of green waste;
8. an increase of rates and fees;
9. the inclusion of a penalty provision should the Contractor fail to comply with the collection schedules approved by the City;
10. the removal of the annual fuel cost adjustment;
11. the term of the Agreement is for three years beginning January 1, 2026, and ending December 31, 2028; and
12. the addition of the requirement that the City provide notice to the Contractor before exercising its right to withhold payment from the Contractor.

For questions regarding the franchise agreement, please contact the City at 281-996-6250.

/s/ Raquel Martinez

Raquel Martinez, City Secretary, TRMC
City of Friendswood

RESIDENTIAL RATE SCHEDULE

	Current Monthly Cost		New Monthly Cost		Difference
Total Residential Bag: 96 Gallon Cart/18-Gallon Recycle Bin	Charge	\$17.41	Charge	\$21.00	\$3.96
	Admin Fee	1.74	Admin Fee	2.10	
	Total	\$19.14	Total	\$23.10	
Total Residential Bag: 96-Gallon Cart/96-Gallon Recycle Cart	Charge	\$18.73	Charge	\$22.00	\$3.60
	Admin Fee	1.87	Admin Fee	2.20	
	Total	\$20.60	Total	\$24.20	
Additional 18-Gallon Recycle Bin	\$8.54		\$9.39		\$0.85

COMMERCIAL RATE SCHEDULE

	Current Monthly Cost	New Monthly Cost	Difference
Light Commercial Collection 1x Week	\$41.85	\$46.04	\$4.19
Light Commercial Collection 2x Week	\$62.78	\$69.06	\$6.28

	Lifts per week													
	1		2		3		4		5		6		Extra-Lifts	
	Current	New	Current	New	Current	New	Current	New	Current	New	Current	New	Current	New
95 Gal	\$41.78	\$45.96	\$62.67	\$68.94		N/A		N/A		N/A		N/A		N/A
2 Cubic Yd.	\$ 102.43	\$112.67	\$121.07	\$133.17	\$204.69	\$225.16	\$286.36	\$315.00	\$375.64	\$413.20	\$473.00	\$520.30	\$19.22	\$21.14
3 Cubic Yd.	\$ 117.61	\$129.37	\$154.38	\$169.82	\$285.82	\$314.40	\$399.84	\$439.83	\$524.46	\$576.91	\$660.43	\$726.47	\$28.83	\$31.71
4 Cubic Yd.	\$ 118.07	\$129.88	\$155.29	\$170.82	\$287.20	\$315.92	\$401.67	\$441.84	\$526.77	\$579.45	\$663.16	\$729.48	\$38.43	\$42.28
6 Cubic Yd.	\$ 133.65	\$147.02	\$240.98	\$265.08	\$349.51	\$384.46	\$459.89	\$505.87	\$582.47	\$640.72	\$698.86	\$768.74	\$57.64	\$63.40
8 Cubic Yd.	\$ 236.08	\$259.69	\$364.04	\$400.44	\$466.04	\$512.65	\$621.26	\$683.39	\$793.80	\$873.18	\$953.71	\$1049.08	\$76.83	\$84.51

Extras

Type of Container	Current Monthly Cost	New Monthly Cost	Difference
Container w/ Casters	\$6.63	\$7.29	\$0.66
Containers with Locks or Gates	\$9.95	\$10.95	\$1.00
Recycling Container - 6 Cubic Yards	\$92.87	\$102.16	\$9.29
Recycling Container - 8 Cubic Yards	\$112.77	\$124.04	\$11.27
Commercial Front-Load Containers that are Overloaded by either Weight or Volume		\$55.00 per overloaded Container	\$55.00

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/08/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider on first reading an ordinance amending Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bonds, and Insurance Amounts" of the Friendswood City Code to update the solid waste fees commensurate with the solid waste franchise agreement.

Originating Department: Finance

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed ordinance updates the following residential solid waste fees:

	Current Monthly Cost		New Monthly Cost		Difference
Total Residential Bag 96-Gallon Cart/18-Gallon Recycle Bin	Charge	\$17.41	Charge	\$21.00	\$3.96
	Admin	1.74	Admin	2.10	
	Fee		Fee		
	Total	\$19.14	Total	\$23.10	
Total Residential Bag 96-Gallon Cart/96-Gallon Recycle Cart	Charge	\$18.73	Charge	\$22.00	\$3.60
	Admin	1.87	Admin	2.20	
	Fee		Fee		
	Total	\$20.60	Total	\$24.20	
Additional 18-Gallon Recycle Bin	\$8.54		\$9.39		\$0.85

The updated commercial rates are attached. If this ordinance passes on first reading, the second and final reading will be on December 1, 2025. The effective date of the new rates will be January 1, 2026.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Appendix D - Solid Waste Fees
2. Waste Connections of Texas Rate Adjustment

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FEE SCHEDULE CONTAINED IN APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE TO UPDATE "SOLID WASTE – CHAPTER 66" FEES CONSISTENT WITH THE CITY'S FRANCHISE AGREEMENT WITH WASTE CONNECTIONS OF TEXAS, LLC; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND THE EFFECTIVE DATE.

WHEREAS, on December 1, 2025, the City is expected to enter into a franchise agreement with Waste Connections of Texas, LLC, which franchise establishes solid waste fees to be charged within the corporate limits of the City of Friendswood; and

WHEREAS, consistent with such franchise, the City Council deems it necessary to revise the fee schedule contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code (the "Fee Schedule") consistent with the franchise agreement; and

WHEREAS, the City Council finds that the fees referenced herein are reasonable, consistent with the franchise agreement, and meet all constitutional and statutory requirements applicable to the same; NOW THEREFORE,

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

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

Section 2. That the schedule of fees contained in Appendix D "Schedule of Fees, Rates, Charges, Deposits, Bond and Insurance Amounts" of the Friendswood City Code is hereby amended to update the introductory paragraph, which paragraph shall read as follows:

Appendix D

SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS

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

...

Description	Amount	Code Section
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...

Solid Waste – Chapter 66				
	(1)	<i>Residential Rate Schedule (monthly cost)</i>		66-21
	a.	Total residential bag: 96-gallon cart/18-gallon recycle bin	\$21.00	
	b.	Total residential bag: 96-gallon cart/96-gallon recycle cart	\$22.00	
	c.	Additional 18-gallon recycle bin	\$9.39	

	d.	Administrative fee added to (1)a and (1)b						10%	
(2)	<i>Commercial Rate Schedule – Light Commercial</i>								
	a.	Light Commercial Collection 1x/Week						\$46.04	
	b.	Light Commercial Collection 2x/Week						\$69.06	
(3)	<i>Commercial Rate Schedule - Lifts per week (monthly cost)</i>								
			1	2	3	4	5	6	
			Lift/Week	Lifts/Week	Lifts/Week	Lifts/Week	Lifts/Week	Lifts/Week	Extra Lifts
		95 Gal	\$45.96	\$68.94	N/A	N/A	N/A	N/A	N/A
		2 Cubic Yd.	\$112.67	\$133.17	\$225.16	\$315.00	\$413.20	\$520.30	\$21.14
		3 Cubic Yd.	\$129.37	\$169.82	\$314.40	\$439.83	\$576.91	\$726.47	\$31.71
		4 Cubic Yd.	\$129.88	\$170.82	\$315.92	\$441.84	\$579.45	\$729.48	\$42.28
		6 Cubic Yd.	\$147.02	\$265.08	\$384.46	\$505.87	\$640.72	\$768.74	\$63.40
		8 Cubic Yd.	\$259.69	\$400.44	\$512.65	\$683.39	\$873.18	\$1,049.08	\$84.51
(4)	<i>Commercial – Extras (monthly cost)</i>								
		Container w/ casters						\$7.29	
		Container with locks or gates						\$10.95	
		Recycling container - 6 cubic yards						\$102.16	
		Recycling container - 8 cubic yards						\$124.04	
		Commercial front-load containers that are overloaded by either weight or volume (per overloaded container)						\$55.00	

Section 3. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency, hereby repealed.

Section 4. In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Friendswood, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. The City Secretary shall give notice of the enactment of this ordinance by promptly publishing the caption of this ordinance after final passage in the official newspaper of the City.

Section 6. This ordinance shall take effect on January 1, 2026. The City Secretary is directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City within ten (10) days after its final passage.

INTRODUCED, READ AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of November, 2025.

JOHN ELLISOR, Mayor Pro Tem

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 on this the 1st day of December, 2025.

MIKE FOREMAN, Mayor

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

RESIDENTIAL RATE SCHEDULE

	Current Monthly Cost		New Monthly Cost		Difference
	Charge		Charge		
Total Residential Bag: 96 Gallon Cart/18-Gallon Recycle Bin	\$17.41		\$21.00		\$3.96
	Admin Fee	1.74	Admin Fee	2.10	
	Total	\$19.14	Total	\$23.10	
Total Residential Bag: 96-Gallon Cart/96-Gallon Recycle Cart	\$18.73		\$22.00		\$3.60
	Admin Fee	1.87	Admin Fee	2.20	
	Total	\$20.60	Total	\$24.20	
Additional 18-Gallon Recycle Bin		\$8.54		\$9.39	\$0.85

COMMERCIAL RATE SCHEDULE

	Current Monthly Cost	New Monthly Cost	Difference
Light Commercial Collection 1x Week	\$41.85	\$46.04	\$4.19
Light Commercial Collection 2x Week	\$62.78	\$69.06	\$6.28

	Lifts per week													
	1		2		3		4		5		6		Extra-Lifts	
	Current	New	Current	New	Current	New	Current	New	Current	New	Current	New	Current	New
95 Gal	\$41.78	\$45.96	\$62.67	\$68.94		N/A		N/A		N/A		N/A		N/A
2 Cubic Yd.	\$102.43	\$112.67	\$121.07	\$133.17	\$204.69	\$225.16	\$286.36	\$315.00	\$375.64	\$413.20	\$473.00	\$520.30	\$19.22	\$21.14
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4 Cubic Yd.	\$118.07	\$129.88	\$155.29	\$170.82	\$287.20	\$315.92	\$401.67	\$441.84	\$526.77	\$579.45	\$663.16	\$729.48	\$38.43	\$42.28
6 Cubic Yd.	\$133.65	\$147.02	\$240.98	\$265.08	\$349.51	\$384.46	\$459.89	\$505.87	\$582.47	\$640.72	\$698.86	\$768.74	\$57.64	\$63.40
8 Cubic Yd.	\$236.08	\$259.69	\$364.04	\$400.44	\$466.04	\$512.65	\$621.26	\$683.39	\$793.80	\$873.18	\$953.71	\$1049.08	\$76.83	\$84.51

Extras

Type of Container	Current Monthly Cost	New Monthly Cost	Difference
Container w/ Casters	\$6.63	\$7.29	\$0.66
Containers with Locks or Gates	\$9.95	\$10.95	\$1.00
Recycling Container - 6 Cubic Yards	\$92.87	\$102.16	\$9.29
Recycling Container - 8 Cubic Yards	\$112.77	\$124.04	\$11.27
Commercial Front-Load Containers that are Overloaded by either Weight or Volume		\$55.00 per overloaded Container	\$55.00

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/06/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider on second and final reading an ordinance amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 1 "Generally," Section 2-21 "Definitions" and Division 10 "Planning and Zoning Commission," Section 2-73 "Powers and duties" of the Friendswood City Code and amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new division to be numbered and entitled Division 2.5 "Capital Improvements Advisory Committee" to establish a new committee to perform the duties and functions conferred on such a committee by Chapter 395 of the Texas Local Government Code; and amending Chapter 70 "Streets, Sidewalks, and other Public Places," Article III "Construction," Section 70-64 "Sidewalks required" to refine the duties of the Planning and Zoning Commission with respect to sidewalks by removing the sidewalk installation fund.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Section 395.058 of the Texas Local Government Code requires that a capital improvements advisory committee be created in order to advise, monitor, review and evaluate the City's land use assumptions, capital improvements plan and impact fees. The City's Planning and Zoning Commission has acted as the capital improvements advisory board since 1990 when the City first adopted impact fees for new construction in the City. In the 2025 Legislative Session, the Texas Legislature passed Senate Bill 1883, which, among other things, amends Section 395.058 of the Texas Local Government Code to prohibit the City's Planning and Zoning Commissions from serving as the City's capital improvements advisory committee. Therefore, this ordinance, in compliance with this new law, creates a new capital improvements advisory committee; prescribes the number and selection of committee members; and establishes the duties and functions of the committee, which shall include all duties and functions as conferred on a capital improvements advisory committee by Chapter 395 of the Texas Local Government Code.

This ordinance also amends Chapter 70 "Streets, Sidewalks, and other Public Places," Article III "Construction," Section 70-64 "Sidewalks required" to refine the duties of the Planning and Zoning Commission by removing the option to pay into a sidewalk installation fund. The concept of the sidewalk fund was removed in 2021 during the rewrite of the Subdivision Ordinance.

The City Council approved this ordinance on first reading on October 6, 2025. This is the second and final reading.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Ordinance - Capital Improvements Advisory Committee - Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 1 "GENERALLY," SECTION 2-21 "DEFINITIONS" AND DIVISION 10 "PLANNING AND ZONING COMMISSION," SECTION 2-73 "POWERS AND DUTIES" OF THE FRIENDSWOOD CITY CODE; AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS" OF THE FRIENDSWOOD CITY CODE TO ADD A NEW DIVISION TO BE NUMBERED AND ENTITLED DIVISION 2.5 "CAPITAL IMPROVEMENTS ADVISORY COMMITTEE TO ESTABLISH A NEW ADVISORY COMMITTEE TO PERFORM THE DUTIES AND FUNCTIONS AS CONFERRED ON SUCH A COMMITTEE BY CHAPTER 395 OF THE TEXAS GOVERNMENT CODE; AMENDING CHAPTER 70 "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES," ARTICLE III "CONSTRUCTION," SECTION 70-64 "SIDEWALKS REQUIRED" OF THE FRIENDSWOOD CITY CODE TO REFINE THE DUTIES OF THE PLANNING AND ZONING COMMISSION WITH RESPECT TO SIDEWALKS BY REMOVING THE SIDEWALK INSTALLATION FUND; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 395.058 of the Texas Local Government Code requires that a capital improvements advisory committee be created in order to advise, monitor, review and evaluate the City's land use assumptions, capital improvements plan and impact fees; and

WHEREAS, the City's Planning and Zoning Commission has acted as the capital improvements advisory board since 1990 when the City first adopted impact fees for new construction in the City; and

WHEREAS, the Eighty-Ninth (89th) Texas Legislature passed Senate Bill 1883 in its 2025 Regular Session, which, among other things, amends Section 395.058 of the Texas Local Government Code to prohibit the City's Planning and Zoning Commissions from serving as capital improvements advisory committees; and

WHEREAS, in compliance with this new law, the City Council desires to create a capital improvements advisory committee; to prescribe the number and selection of members of the committee; and to establish the duties and functions of the committee, which shall include all duties and functions as conferred on a capital improvements advisory committee by V.T.C.A., Local Government Code, ch. 395; 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 2 "Administration," Article II "Boards, Committees and Commissions," Division 1 "Generally," Section 2-21 "Definitions" of the Friendswood City Code is hereby amended to add the capital improvements advisory committee to the definition of "advisory board," which definition shall read as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 1. GENERALLY

Sec. 2-21. Definitions.

The following words, terms and phrases when used in this division shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Advisory board shall mean and include a board, commission, committee, or task force established by the city, which is advisory in nature and treated as such, including the following:

- (1) Animal shelter advisory committee,
- (2) Capital improvements advisory committee,
- (3) Community and economic development committee,
- (4) Fourth of July steering committee,
- (5) Investment committee,
- (6) Keep Friendswood Beautiful (KFB),
- (7) Library board, and
- (8) Senior citizens advisory committee.

Section 3. That Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code is hereby amended to add a new division to be numbered and entitled Division 2.5 "Capital Improvements Advisory Committee," which division shall read as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 2.5. CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

Sec. 2-26. Created; membership.

- (a) *Created.* The capital improvements advisory committee is an advisory committee created by the city council.
- (b) *Membership.* The capital improvements advisory committee shall be composed of seven members appointed by at least four members of the city council. Such members shall be resident citizens and qualified voters of the city for staggered three-year terms commencing on July 1. Not less than fifty percent (50%) of the members shall be representatives of the real estate, development, or building industries who are not employees or officials of any political subdivision or governmental entity.

Sec. 2-27. Meetings.

Meetings shall be conducted in compliance with the procedural rules adopted by the city council and V.T.C.A., Government Code, ch. 551. Minutes shall be treated as public records.

Sec. 2-28. Powers and duties.

- (a) The capital improvements advisory committee shall serve in an advisory capacity and shall have the following powers and duties:
 - (1) To advise and assist the city in adopting land use assumptions;
 - (2) To review the capital improvements plan and file written comments;
 - (3) To monitor and evaluate implementation of the capital improvements plan;
 - (4) To file semiannual reports with respect to the progress of the capital improvements plan and report to the city any perceived inequities in implementing the plan or imposing the impact fee;
 - (5) To advise the city of the need to update or revise the land use assumptions, capital improvements plan, and impact fee; and
 - (6) To perform other duties as may be delegated to it by the city council.
- (b) In carrying out the duties described in subsection (a) of this section, the capital improvements advisory committee shall comply with the procedural rules adopted by the city council.

Section 4. That Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 10 "Planning and Zoning Commission," Section 2-73 "Powers and Duties" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 2. ADMINISTRATION

ARTICLE II. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 10. PLANNING AND ZONING COMMISSION

Sec. 2-73. Powers and Duties.

The planning and zoning commission shall have the following powers and duties:

- (1) To perform the duties imposed upon the planning and zoning commission by appendix B of this Code as well as V.T.C.A., Local Government Code, ch. 212;
- (2) To perform the duties imposed upon the zoning commission by appendix C of this Code as well as upon the zoning commission by V.T.C.A., Local Government Code, ch. 211;
- (3) To hear and render decisions on appeals concerning: (i) the denial, revocation or suspension of a mobile home park license; (ii) any order for utility disconnection within a mobile home park; or (iii) any decision, order, or action taken by the building official pursuant to section 50-163 of this Code;
- (4) To hear and render decisions on the need for sidewalks pursuant to section 70-64 of this Code;
- (5) To review and monitor the implementation of the city's comprehensive plan and all amendments thereto and make recommendations concerning the same to the city council pursuant to V.T.C.A., Local Government Code § 213.003;
- (6) To monitor the implementation of the city's comprehensive plan and to make reports to the city council as to the status of efforts to implement the comprehensive plan; and
- (7) To perform other duties as may be delegated to it by the city council.

Section 5. That Chapter 70 "Streets, Sidewalks, and Other Public Places," Article III "Construction," Section 70-64 "Sidewalks required" of the Friendswood City Code is hereby amended to read as follows:

CHAPTER 70. STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

ARTICLE III. CONSTRUCTION

Sec. 70-64. Sidewalks required.

- (a) *Required.* Sidewalks are required along all streets.
- (b) *Exceptions.*
 - (1) Sidewalks shall not be required in single-family residential (SFR) and single-family residential estate (SFR-E) districts where open ditch streets are approved.

- (2) Sidewalks may not be required when, in the judgment of the planning and zoning commission, the safety of the pedestrians does not require such sidewalks.
- (c) *Timing of Installation.*
- (1) If a plat is required, the developer, prior to the city's final acceptance of the infrastructure, must install sidewalks along reserves and rights-of-way prior to the city's final acceptance of the infrastructure.
 - (2) If no platting or infrastructure construction is required, sidewalks must be installed prior to issuance of the final certificate of occupancy of the structure.
- (d) *Compliance with standards.* When sidewalks are required, they shall be built in accordance with the city design criteria manual and standard construction details.

Section 6. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 7. 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 8. This ordinance shall take effect from and after its passage on second reading by the City Council of the City of Friendswood, Texas.

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 6th day of October, 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 3rd day of November, 2025.

JOHN ELLISOR, Mayor Pro Tem

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: November 3, 2025

Date submitted: 09/03/2025

Prepared by: Leticia Brysch, Assistant City Manager

Subject: Consider an ordinance amending the City’s General Budget for Fiscal Year 2025-2026 by approving “Budget Amendment I” 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 first set for fiscal year 2025-2026.

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. I
2. FY26 BA I Exhibit A 2025-11-03
3. BA I Exhibit B 11-03-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING ORDINANCE NO. 2025-23, PASSED AND APPROVED AUGUST 25, 2025, THE SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY'S GENERAL BUDGET FOR FISCAL YEAR 2025-26, BY APPROVING "BUDGET AMENDMENT I" 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. 2025-23, the City Council of the City of Friendswood, Texas, adopted its "Original General Budget for Fiscal Year 2025-26"; 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 2025-26; 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 2025-26" is hereby amended for municipal purposes as shown on "Budget Amendment I" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2025-26" attached hereto. Said Budget Amendment I 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 3rd day of November, 2025.

JOHN ELLISOR, Mayor Pro Tem

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

**City of Friendswood
Budget Amendment Summary
Fiscal Year FY2025-2026
Budget Amendment I
November 3, 2025**

1. **Friendswood Volunteer Fire Department – Utility Truck, \$93,678.** Appropriate unassigned general fund balance for a utility truck replacement for the Friendswood Volunteer Fire Department. The vehicle will be added to the vehicle replacement plan. The funds will be appropriated to the Department of Emergency Services’ fire prevention division’s vehicle account.
2. **Information Technology Department – Computer Server Equipment, \$354,521.** Appropriate public property financing loan proceeds for computer server equipment. The purchase of the equipment was approved by council at the October 6, 2025, City Council meeting. The funds will be appropriated to the Information Technology Department’s capital equipment account.
3. **Department of Emergency Services – Jaws of Life Equipment, \$67,390.** Appropriate public property financing loan proceeds for jaws of life equipment. The funds will be appropriated to the Department of Emergency Services FVFD division capital equipment account.
4. **Municipal Court – Courtroom Seating, \$32,241.*** Appropriate funds to replace the courtroom gallery seating at the public safety building. The replacement is necessary for the general maintenance of the courtroom and public safety. The funding source will be capital maintenance fund undesignated fund balance.
5. **24” Clear Creek Crossing – Engineering, \$44,488.** Appropriate funds for a contract amendment related to the 24” Clear Creek Crossing American Rescue Plan Act (ARPA) project. The amendment was approved by council at the October 7, 2025, City Council meeting. The funding source will be interest earned on ARPA funds.
6. **Vehicle Replacement Plan – Public Works Utility Truck Upgrade, \$32,259.** Appropriate additional funding needed for the replacement of a Public Works utilities service truck (PW67). The additional funds are needed for an upgrade to the utility truck size to handle the payload required of the truck. The funding source will be water and sewer working capital and funds will be transferred to the vehicle replacement fund.

*Deferred Maintenance

City of Friendswood				
November 3, 2025				
2025-2026 Budget Amendment I - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-0000-30500		Appropriate unassigned general fund balance for a FVFD utility truck replacement	(93,678)
1	001-2503-422.8300		Appropriate unassigned general fund balance for a FVFD utility truck replacement	93,678
2	001-0000-39370		Appropriate public property financing loan proceeds for computer server equipment	(354,521)
2	001-0716-419.8800		Appropriate public property financing loan proceeds for computer server equipment	354,521
3	001-0000-39370		Appropriate public property financing loan proceeds for (2) jaws of life equipment	(67,390)
3	001-2201-422.8800		Appropriate public property financing loan proceeds for (2) jaws of life equipment	67,390
4	161-0000-30500		Appropriate undesignated fund balance for courtroom seating*	(32,241)
4	161-6460-418.8800	8PS421	Appropriate undesignated fund balance for courtroom seating*	32,241
5	125-0000-30100		Appropriate American Rescue Plan Act interest proceeds for engineering services related to the 24" Clear Creek Crossing ARPA project	(44,488)
5	125-7001-434.8582	WTR2023.006ENG	Appropriate American Rescue Plan Act interest proceeds for engineering services related to the 24" Clear Creek Crossing ARPA project	44,488
6	401-0000-30600		Appropriate water and sewer working capital for a VRP upgrade of PW 67	(32,259)
6	401-9002-491.9130		Appropriate water and sewer working capital for a VRP upgrade of PW 67	32,259
6	301-0000-39137		Appropriate water and sewer working capital for a VRP upgrade of PW 67	(32,259)
6	301-0501-434.8300	PW67	Appropriate water and sewer working capital for a VRP upgrade of PW 67	32,259
*Deferred Maintenance				

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/23/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution finding that public convenience and necessity requires the acquisition of 5.452 acres of land located adjacent to the southeast portion of Lake Friendswood and being a part of the I & G N R R Company Survey, Section 3 Abstract 614, Galveston County, Texas, and being a part of the original Galveston-Houston Interurban Land Company Subdivision, Division A and also being that same tract of land described as Tract 2 in a deed recorded in Volume 2621, Page 279 in the Office of the County Clerk of Galveston County, Texas, for the expansion of Lake Friendswood Park and authorizing eminent domain proceedings for the acquisition of fee simple interest thereof from Joseph B. Tostado.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Mr. Joseph Tostado, owner of 5.452 acres of land adjacent to the southeast portion of Lake Friendswood (the "Property"), has been contacted many times over the years regarding the acquisition of the Property for the expansion of Lake Friendswood Park. Most recently, on October 8, 2025, the City's attorneys sent him an offer letter along with (i) the Landowner's Bill of Rights, (ii) a 2019 appraisal of the easement which traverses the Property, (iii) a legal description of the Property, (iv) a survey of the Property, (v) the most recent assessment of the Property by the Galveston Central Appraisal District, and (vi) a general warranty deed.

If negotiations to acquire the property cannot be concluded as a dedication or purchase, it may be necessary for the City to exercise its power of eminent domain to acquire the Property needed for Lake Friendswood Park. Under Chapter 21 of the Texas Property Code, before the City can exercise the right of eminent domain, the City Council must authorize the initiation of the condemnation proceeding by a record vote. This proposed resolution finds that public convenience and necessity requires the acquisition of the Property from Mr. Tostado for the expansion of Lake Friendswood Park and authorize the use of eminent domain, if necessary, to secure the required property interests.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. Resolution - Eminent Domain

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, FINDING THAT PUBLIC CONVENIENCE AND NECESSITY REQUIRES THE ACQUISITION OF 5.452 ACRES OF LAND LOCATED ADJACENT TO THE SOUTHEAST PORTION OF LAKE FRIENDSWOOD AND BEING A PART OF THE I & G N R R COMPANY SURVEY, SECTION 3 ABSTRACT 614, GALVESTON COUNTY, TEXAS, AND BEING A PART OF THE ORIGINAL GALVESTON-HOUSTON INTERURBAN LAND COMPANY SUBDIVISION, DIVISION A AND ALSO BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT 2 IN A DEED RECORDED IN VOLUME 2621, PAGE 279 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, FOR THE EXPANSION OF LAKE FRIENDSWOOD PARK AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS FOR THE ACQUISITION OF FEE SIMPLE INTEREST THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Friendswood, Texas (the "City") and the public-at-large to acquire, construct and maintain certain parkland and public recreational, trail and open space facilities and related appurtenances, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of fee simple title to approximately 5.452 acres of land located adjacent to the southeast portion of Lake Friendswood, as more particularly described in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property") for the Project; and

WHEREAS, the Property is owned Joseph B. Tostado (the "Owner"), who has been contacted many times over the years regarding the acquisition of the Property for the Project; and

WHEREAS, on October 8, 2025, the City's attorneys sent the Owner an offer letter along with (i) the Landowner's Bill of Rights, (ii) a 2019 appraisal of the easement which traverses the Property, (iii) a legal description of the Property, (iv) a survey of the Property, (v) the most recent assessment of the Property by the Galveston Central Appraisal District, and (vi) a general warranty deed; and

WHEREAS, the City Council desires for the City's attorneys to make a final bona fide offer to the Owner to acquire the property; and

WHEREAS, if, after the final offer, negotiations to acquire the Property cannot be concluded as a dedication or purchase, the City Council desires to exercise its power of eminent domain to acquire the Property for the Project; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, Texas, finds that the above-referenced recitals are true and correct and are adopted and made part of this resolution, as if the same were set forth herein.

Section 2. That the City Council hereby finds and determines that it is necessary for the welfare of the City and its citizens to acquire, construct and maintain parkland and improvements in the City, and to acquire property interests to assist with such purposes in and to the Property, free and clear of any liens and encumbrances, in order to allow the City and/or its assigns to complete said Project.

Section 3. The City's attorneys, on behalf of the City, are hereby authorized to make a final bona fide offer to the Owner for the market value of said Property. If it is determined that an agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City's attorneys are hereby authorized to file against the Owner and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the Property, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 4. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions or scope of the Project contained herein or if later surveys contain more accurate revised descriptions or interests, the City's attorneys are authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

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

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of November, 2025.

JOHN ELLISOR, Mayor Pro Tem

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: November 3, 2025

Date submitted: 10/08/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider a resolution approving an Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the Friendswood Chamber of Commerce Christmas Lighted Parade on FM 518.

Originating Department: Police Department

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This proposed resolution authorizes the Agreement for Temporary Road Closure of State Right-of-Way with the State of Texas, through the Texas Department of Transportation, for the closure of FM518 (S. Friendswood Drive) between FM 2351 and Whispering Pines for the Friendswood Chamber of Commerce Christmas Lighted Parade on December 13, 2025, between the hours of 6:00 p.m. and 6:45 p.m.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. Resolution - TxDOT Agreement for the Friendswood Chamber of Commerce Christmas Lighted Parade
2. Friendswood - Chamber Christmas Lighted Parade 2025 - TxDOT Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY WITH THE STATE OF TEXAS FOR THE FRIENDSWOOD CHAMBER OF COMMERCE CHRISTMAS LIGHTED PARADE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State owns and operates a system of highways for public use and benefit, including FM 518 and FM 2351 in Galveston County, Texas; and

WHEREAS, the City Council of the City of Friendswood, Texas, has requested the temporary closure of FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines Avenue for the Friendswood Chamber of Commerce Christmas Lighted Parade to be held on December 13, 2025, between 6:00 p.m. and 6:45 p.m.; and

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, and the City of Friendswood seek to enter into an agreement for the temporary closure of FM 518 between FM 2351 and Whispering Pines Avenue for the above-referenced parade; NOW THEREFORE,

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

Section 1. That the City Council of the City of Friendswood, Texas, finds that the above-referenced recitals are true and correct.

Section 2. That the City Council authorizes the City of Friendswood, acting by and through its City Manager, to enter into the Agreement for the Temporary Closure of State Right-of-Way with the State of Texas, for the Friendswood Chamber of Commerce Christmas Lighted Parade to be held on December 13, 2025, between 6:00 p.m. and 6:45 p.m. Such agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 3. That this resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 3rd day of November, 2025.

JOHN ELLISOR, Mayor Pro Tem

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of **FRIENDSWOOD**, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **FM 518**, in **GALVESTON**, County; and

WHEREAS, the local government has requested the temporary closure of **FM 518 (S. FRIENDSWOOD DRIVE) BETWEEN FM 2351 AND WHISPERING PINES** for the purpose of **FRIENDSWOOD CHAMBER OF COMMERCE CHRISTMAS LIGHTED PARADE on December 13, 2025**, from **6:00 PM** to **6:45 PM** as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the **3rd** day of **November, 2025**, the **FRIENDSWOOD** City Council passed Resolution / Ordinance No. _____, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
<p>CITY OF FRIENDSWOOD</p> <p>Morad Kabiri, City Manager</p> <p>910 S. Friendswood Drive</p> <p>Friendswood, TX 77546</p>	<p>Texas Department of Transportation</p> <p>Glenn Allbritton, P.E.</p> <p>District Engineer</p> <p>Houston District</p>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF FRIENDSWOOD

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title Morad Kabiri
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Temporary closure of the following segments of State Right of Way for the Chamber of Commerce Christmas Lighted Parade to be held on Saturday, December 13, 2025.

FM 518 (S. Friendswood Drive) between FM 2351 and Whispering Pines from 6:00 p.m. to 6:45 p.m.



City of Friendswood Police Department

Traffic Control Plan

Chamber of Commerce Christmas Lighted Parade”

Saturday, December 13, 2025, 6:00 pm

Farm to Market Traffic Stopping Points

FM 518 (South Friendswood Drive) and Whispering Pines Drive

Traffic will be stopped from traveling northbound on FM 518. Traffic will be allowed to travel down Whispering Pines Drive/Friendswood-Link Road to Blackhawk Blvd. and north to FM 2351. The reverse route will allow traffic from FM 2351 southbound back to Whispering Pines Drive/Friendswood-Link Road and FM 518.

Intersection of FM 2351 and FM 518

Traffic will not be allowed to travel southbound on FM 518. Traffic will be allowed to go east or west bound on FM 2351. Traffic traveling westbound FM 2351 can take Sunset Drive to FM 528 and back to FM 518. Traffic on eastbound FM 2351 can take Blackhawk Blvd. to FM 528 and back to FM 518.

Barricade and traffic cones will be used at intersections on FM 2351 and FM 518 and secondly streets to help control traffic along the parade route.

Side streets and parking lots' entrance/exits between above traffic stopping points will be monitored by officers' assigned intersections, bicycle officers and officers assigned to vehicles.

FM 518 traffic will be stopped ten (10) minutes prior to parade start time (6:00 pm)

Note: FM 518 northbound lane will be kept clear of traffic for emergency traffic only.

Information Posting (Minimum 10 days in advance of event)

City of Friendswood Traffic Information Radio Station, 1650 AM
City of Friendswood Electronic Bill Board, Stevenson Park on FM 518
CivicSend
Other news/social media
City's Website

Contact Persons

Capt. James Price, Patrol Commander	281-993-3441
Lt. Jeff Kimberly, Assistant Patrol Commander	281-996-3329

Exhibit B

(Insert Resolution)

Exhibit C

Agreement No. _____



Chamber of Commerce Christmas Lighted Parade – 6:00 p.m. to 6:45 p.m. – Saturday, December 13, 2025

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/17/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a License and Indemnity Agreement with Allegra Living Trust for the non-exclusive use of the right-of-way in front of 405 Laurel Drive for parking for the business located thereon.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

This item allows the City Council to authorize a License and Indemnity Agreement with Allegra Living Trust for the non-exclusive use of the right-of-way in front of 405 Laurel Drive for parking for the business located thereon.

Allegra Living Trust owns the commercial property located at 405 Laurel Drive. The site has been redeveloped for a floral shop with home goods and may further incorporate a wine bar.

The License and Indemnity Agreement is similar to others into which the City has entered. It is for a term of 10 years, and either party is authorized to terminate the agreement for convenience with 30 days' written notice.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval

ATTACHMENTS

1. License Agreement - Allegra Living Trust
2. Government Code Verification Form - Allegra Living Trust
3. Form 1295 - Allegra Living Trust
4. COI - Allegra Living Trust

LICENSE AND INDEMNITY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

WHEREAS, Allegra Living Trust (the "Licensee") owns real property located at 405 Laurel Drive, which is more particularly described as follows:

Being a tract or parcel containing 0.160 acre (6,955 square feet) of land situated in the Sarah McKissick League, Abstract Number 151, Galveston County, Texas, being out of a and a part of Lot 13 HARVEY AND STOUT SUBDIVISION (herein referred to as the HARVEY PLAT), a subdivision plat recorded in Volume 315, Page 79 of the Galveston County Deed Records (G.C.D.R.), being all of that certain tract of land conveyed to Larry Paul Brown as described in deed recorded in deed records under Galveston County Clerk's File (G.C.C.F.) Number 2010009271, said 0.160 acre tract being more particularly described in metes and bounds on Exhibit "A" attached hereto.

; and

WHEREAS, the Licensee filed a request for a license agreement in order to use publicly owned property on a non-exclusive basis to fulfill the City's parking requirements for the Property; and

WHEREAS, on November 3, 2025, the City Council considered the request and authorized the issuance of this License and Indemnity Agreement (the "Agreement") for the following purposes only:

The use of a portion of the public right-of-way along Laurel Drive, Galveston County, Texas, as more specifically depicted in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes, (the "Right-of-Way") for installation of four parking spaces, including one for handicapped access.

(the "Improvement"); and

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

1. LICENSE.

- 1.1 *License.* Subject to the terms and conditions herein, the City hereby grants to the Licensee, for its non-exclusive use, the privilege, license and authority to use the Right-of-Way for the Improvement as indicated herein. This Agreement is expressly contingent upon the Licensee's strict adherence with all terms and conditions contained herein.
- 1.2 *Right of Access.* The City reserves the right to enter upon and have access to any portion of the Right-of-Way at any and all times on any matters relating to this Agreement.
- 1.3 *Subordination.* The license granted pursuant to Section 1.1 is made subordinate to the right of the City to use the Right-of-Way for a public purpose. It is understood and agreed that should the City deem it in the public interest to use the above area, or a portion thereof, for a public purpose, or for any utility service which will require the use of Right-of-Way, then in that event, the City shall give the Licensee thirty (30) days' advance written notice of the

termination of this Agreement. The determination by the City Manager as to the public necessity of the use of the Right-of-Way shall be final and binding upon the Licensee and the City.

1.4 *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 the Right-of-Way, subject to revocation upon the terms and conditions of this Agreement.

2. USE.

2.1 *Permitted Use.* Throughout the term hereof and subject to the conditions specified herein, Licensee shall use the Right-of-Way only for the installation, repair and maintenance of the Improvement. Any use of the Right-of-Way not specified in this Section 2.1 is expressly prohibited and shall constitute an Event of Default.

2.2 *Limitation of Use.* The Licensee understands and agrees that at all times during the term of this Agreement, the Licensee must maintain the Improvement, approved by the City and installed in accordance with this Agreement. Failure to install and maintain in accordance with this Section 2.2 shall constitute an Event of Default.

2.3 *Not Permitted Uses.* The Licensee understands and agrees that nothing shall be erected on, over or above the Right-of-Way other than the Improvement, which shall meet and be maintained to meet the requirements of all applicable codes of the City.

3. REMOVAL OF IMPROVEMENT AND RESTORATION OF THE RIGHT-OF-WAY.

3.1 *Temporary Removal.* The Licensee agrees to temporarily remove the Improvement or cease using the same for a temporary period of time at request of the City, if same obstructs the City's maintenance or construction activity within the Right-of-Way or the property adjacent thereto. The temporary removal or cessation of use shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.

3.2 *Emergency Removal.* The Licensee shall remove, remedy or otherwise abate any condition on the Right-of-Way, which the City believes, in the sole discretion of the City Manager, is a safety hazard or a nuisance. Such removal, remedy or abatement as specified by the City must be performed within forty-eight (48) hours of being notified by the City of the need for the emergency removal. The removal, remedy and/or abatement shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.

3.3 *Removal at Expiration or Termination of Agreement.* The Licensee shall remove the Improvement or any portion thereof, as requested by the City Manager, at the expiration or termination of this Agreement. The removal shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs.

3.4 *Restoration.* Immediately after removal of all or a portion of the Improvement, the Licensee shall restore the Right-of-Way to same or better condition which the Right-of-Way was in on November 3, 2025, in accordance with the requirements of the City Engineer and/or Building Official, as applicable.

3.5 *Failure to Remove and/or Restore.* Should the Licensee fail to remove the Improvement and/or restore the Right-of-Way in accordance with Section 3 of this Agreement, the City shall have the right (i) to remove the Improvement or any portion thereof, which is not timely removed by the Licensee, and (ii) to restore the Right-of-Way, which is not timely restored by the Licensee.

3.5.1 The City shall assess the costs of the removal and/or restoration plus an administrative fee of 10% of such cost to the Licensee.

3.5.1 The Licensee shall pay the costs and the fee within thirty (30) days of receiving an invoice therefor.

3.5.2 Failure to timely pay the invoiced amount shall constitute an Event of Default and the City shall have the right to place a lien on the 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. TERM/TERMINATION.

4.1 *Term.* The term of this Agreement will be for ten (10) years, and will commence November 3, 2025, ("Commencement Date") and will terminate on November 2, 2035, unless sooner terminated as provided in this Agreement.

4.2 *Termination for Cause.* This Agreement may be terminated by either party for cause for an Event of Default or a violation of any provision of this Agreement, which is not cured by the non-breaching party within thirty (30) days after receiving written notice of the Event of Default or violation. In the event of termination for cause, the Improvement shall be removed and the Right-of-Way shall be restored in accordance with Section 3 hereinabove. It is expressly understood and agreed that any fee paid pursuant to Section 5.3 shall not be refunded to the Licensee.

4.3 *Termination for Convenience.* This Agreement may be terminated by either party for convenience upon giving ninety (90) days' written notice of such termination. In the event of termination for convenience, the Improvement shall be removed and the Right-of-Way shall be restored in accordance with Section 3 hereinabove. It is expressly understood and agreed that any fee paid pursuant to Section 5.3 shall not be refunded to the Licensee, unless this Agreement is terminated for convenience by the City and the Licensee requests a refund within thirty (30) days of Licensee's receipt of the notice of termination. In such an event, the refund shall be prorated based upon the number of months left in the term for which the Licensee has paid in advance.

4.4 *Effect of Termination.* Upon the termination of this Agreement, the license granted herein shall become null and void.

5. CONDITIONS.

5.1 *Compliance with Law.* This Agreement is subject to all state and federal laws, the provisions of the Charter of the City of Friendswood as it now exists or as it may hereafter

be adopted or amended, and the ordinances of the City of Friendswood now in effect or those which may hereafter be passed, adopted, or amended.

- 5.2 *Permits Required.* Licensee must apply for and receive any necessary permits from the Community Development Department, Public Works Department, or other pertinent City boards or departments.
- 5.3 *Annual Fee.* The Licensee shall pay to City an annual fee for the license granted herein. The fee shall be TEN DOLLARS (\$10) per year, payable in advance to the City of Friendswood, Texas. Failure to timely pay shall constitute an Event of Default.

6. INDEMNIFICATION, RELEASE, AND INSURANCE.

- 6.1 *Disclaimer of Liability.* During the term of this Agreement, the City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the Licensee's construction, maintenance, repair, use, or condition of the Right-of-Way and/or any improvements thereon.
- 6.2 *Assumption of Risk.* By taking possession of the Right-of-Way, the Licensee accepts the Right-of-Way in the condition existing as of the Commencement Date. The City makes no representation or warranty with respect to the condition of the Right-of-Way and the City shall not be liable for any latent or patent defect in the Right-of-Way. The Licensee undertakes and assumes for his officers, agents, contractors and subcontractors, employees, customers and the public (collectively "Licensee" for the purpose of this section), 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 Right-of-Way.
- 6.3 *No Liens.* The Licensee agrees that no claim or lien may be filed against Right-of-Way for work, labor, materials or supplies provided or supplied to the Licensee, concerning the installation, construction, maintenance or use of the Right-of-Way or the Improvement. Should such claim or lien be filed, the Licensee, upon the written request of the City, shall cause such claim or lien covering the Right-of-Way to be discharged or bonded within thirty (30) days following such request to the satisfaction of the City Manager.

6.4 INDEMNIFICATION.

THE LICENSEE 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 INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE CONDUCT OR MANAGEMENT OF THE LICENSEE'S ACTIVITIES, OR FROM ANY ACT OR OMISSION BY THE

LICENSEE, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, GUESTS, OR INVITEES, ON OR ABOUT THE RIGHT-OF-WAY, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY (I) THE JOINT NEGLIGENCE OF THE CITY AND ANY OTHER PERSON OR ENTITY AND/OR (II) THE SOLE OR JOINT NEGLIGENCE OF THE LICENSEE, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, GUESTS, OR INVITEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE LICENSEE AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE LICENSEE TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF (I) THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR (II) THE NEGLIGENCE OF THE LICENSEE, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, GUESTS, OR INVITEES. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO THE CITY FOR ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

In the event that any action or proceeding is brought against the City by reason of any matter from which the City is indemnified herein, the Licensee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. It is expressly agreed and understood by the parties hereto that the indemnity provided in this section shall survive the expiration or earlier termination of this Agreement.

- 6.5 *Release.* The Licensee assumes full responsibility for all Licensee's actions as well as those of her officers, contractors, agents or volunteers while on the Right-of-Way and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- 6.6 *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 Contract 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.

6.7 *Insurance.* Throughout the term of this Agreement, The Licensee shall maintain insurance coverage of the type and amount hereinafter indicated. The Licensee shall provide to the City an insurance certificate evidencing the following coverage in the minimum limit indicated hereinbelow:

- Liability Policy
 - General Aggregate: \$1,000,000
 - Per Occurrence: \$500,000
 - The City, its officials and employees are to be added as additional insured to this commercial general liability policy.
 - A waiver of subrogation in favor of the City shall also be required on such policy.
 - Coverage shall be broad form CGL.
 - No coverage exclusions shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

Prior to or upon the execution of this Agreement and before commencing any of the work, The Licensee shall file with the City valid Certificates of Insurance and endorsements acceptable to the City. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the City via certified mail, return receipt requested. Prior to the end of each coverage period during the term of this Agreement, new Certificates of Insurance must be filed with the City evidencing continuation of coverage.

The following are general requirements, which are applicable to the required policy:

- All insurance coverage required herein shall be written by a carrier with an A.M. Best Rating of A:VII or higher in accordance with the current Best Key Rating Guide.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis.
- Claims-made policies will not be accepted.
- The City, its officers, agents and employees are to be added as "Additional Insureds" to the policy. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officers, agents or employees.
- A waiver of subrogation in favor of the City must be included.
- Upon request, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City at no cost to the City.

- 6.8 *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.

7. GENERAL PROVISIONS

- 7.1 *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.
- 7.2 *Severability.* The phrases, clauses, sentences, paragraphs and 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 as invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.
- 7.3 *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 OF FRIENDSWOOD
Attn: City Manager
910 S. Friendswood Dr.
Friendswood, TX 77546

LICENSEE
Allegra Living Trust
Attn: Kathy Allegra, Trustee
120 Del Monte Dr.
Friendswood, TX 77546

- 7.4 *Choice of Law.* The City and Licensee agree that this Agreement shall be constructed in accordance with the laws of the State of Texas.
- 7.5 *Venue.* Exclusive venue for any dispute out of this Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.
- 7.6 *Assignment.* This Agreement shall not be assigned without the prior written consent of City; however, the same shall run with the land.
- 7.7 *Construction.* Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

- 7.8 *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.
- 7.9 *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.
- 7.10 *Construction.* The article and section headings are used in this Agreement for *convenience* and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation
- 7.11 *Agreement Read.* The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 7.12 *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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year opposite their signatures.

LICENSEE: Allegra Living Trust

Kathy Allegra

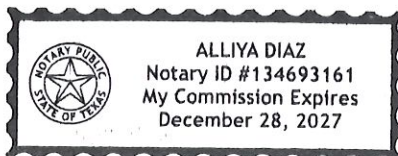
 KATHY ALLEGRA, Trustee (Date)
Kathy Allegra

THE STATE OF TEXAS §
 §
 COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Kathy Allegra, the Trustee of Allegra Living Trust, whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of October, 2025.

(SEAL)



Alliya Diaz

 Notary Public In and For the State of Texas
 My Commission Expires: 12-28-27

CITY OF FRIENDSWOOD

MORAD KABIRI, City Manager (Date)

ATTEST:

RAQUEL MARTINEZ, City Secretary

EXHIBIT "A"

Being a tract or parcel containing 0.160 acre (6,955 square feet) of land situated in the Sarah McKissick League, Abstract Number 151, Galveston County, Texas, being out of and a part of Lot 13, HARVEY AND STOUT SUBDIVISION (herein referred to as the HARVEY PLAT), a subdivision plat of record in Volume 315, Page 79 of the Galveston County Deed Records (G.C.D.R.), being all if that certain tract of land conveyed to Larry Paul Brown as described in the deed recorded under Galveston County Clerks File (G.C.C.F.) Number 2010009271, said 0.160 acre tract being more particularly described as follows: (bearings and oriented to the bearing base reflected on said plat):

COMMENCING at a 2-inch iron pipe found marking the intersection of the northeasterly right-of-way (R.O.W.) line of Laurel Drive (60 feet wide) with the southeasterly R.O.W. line of West Willowick Avenue (40 feet wide);

THENCE, South 45° 00' 00" East, along said northeasterly R.O.W. line, at 110.00 feet passing the southwesterly common corner of Lots 13 and 14, HARVEY PLAT, containing in and all for a total distance of 175.00 feet to a 5/8-inch iron rod with plastic cap stamped BOUNDARY ONE-RPLS 5489" set marking the most westerly corner and POINT OF BEGINNING of the herein described tract;

THENCE, North 45° 00' 00" East, departing said northeasterly R.O.W. line and along the southeast line of that certain tract of land conveyed to J.T. Brown Limited Family Partnership, a distance of 107.00 feet to a 5/8-inch iron rod with plastic cap stamped "BOUNDARY ONE" set on the southwesterly line of that certain tract of land conveyed to Buzbee Family Limited Partnership as described in deed recorded under G.C.C.F. Number 2010013857, said iron rod for the most easterly corner of said J.T. Brown Limited Family Partnership tract and the most northerly corner of the herein described tract;

THENCE, South 45° 00' 00" East, along said southwesterly line of the Buzbee Family Limited Family Partnership tract, a distance of 65.00 feet to a 5/8-inch iron rod with plastic cap stamped "BOUNDARY ONE-RPLS 5489" set on the common line of Lots 12 and 13, HARVEY PLAT and marking common corner of that certain tract of land conveyed to Palms Properties, LLC as described by deed recorded under G.C.C.F. Number 2002009168, that certain tract of land conveyed to Buzbee Family Limited Partnership as described by deed recorded under G.C.C.F. Number 200806424, the aforesaid Buzbee Family Limited Partnership tract as described by deed recorded under G.C.C.F. Number 2010013857 and the herein described tract, said iron rod also for the most easterly corner of the herein described tract;

THENCE, South 45° 00' 00" West, along the common line of Lots 12 and 13, HARVEY PLAT, a distance of 107.00 feet to a 5/8-inch iron rod with plastic cap stamped "BOUNDARY ONE-RPLS 5489" set on the aforesaid northeasterly R.O.W. line of Laurel Drive and marking the southwesterly common corner of said Lots 12 and 13, said iron rod for most southerly corner of the herein described tract;

THENCE, North 45° 00' 00" West, along said northeasterly R.O.W. line, a distance of 65.00 feet to the POINT OF BEGINNING and containing 0.160 acre (6,955 square feet) of land. This description is based on the Land Title Survey prepared by Boundary One, LLC, dated August 27, 2015 Project Number 1851-1526-656D.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/22/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the purchase of four (4) service trucks for the Public Works Department from Silsbee Ford through The Interlocal Purchasing System (TIPS) Contract No. 210907.

Originating Department: Public Works

Degree of importance: Significant.

SUMMARY / ORIGINATING CAUSE

This item allows the Council to approve the purchase of the following four (4) service vehicles for the Public Works Department (the "Department"):

- 2026 Ford F150 Crew Cab 4wd in the amount of \$50,387 to replace PW 88;
- 2026 Ford F150 Reg Cab 4wd in the amount of \$44,859.75 to replace PW 66; and
- two (2) - 2026 Ford F150 Ext Cab 2wd in the combined amount of \$90,042 (each \$45,021) to replace PW 78 and PW 87.

The trucks are being purchased from Silsbee Ford through The Interlocal Purchasing System (TIPS) Contract No. 210907.

The cost associated with this item is within the FY2025-2026 budget's approved amount, and as the City is purchasing this item through the TIPS, it satisfies the State's legal requirements for competitive bidding.

The City of Friendswood is a member of The Interlocal Purchasing System (TIPS), which was created to increase the purchasing power of governmental entities and simplify their purchasing of needed equipment and services.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

The approval of the purchase and implementation of the vehicle in question will immediately, and significantly, improve the continued effective operation of the City of Friendswood's Public Works Department.

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. CITY OF FRIENDSWOOD W1L F150 4WD XL 2026 TIPS 102025 QTY 1
2. CITY OF FRIENDSWOOD F1L F150 4WD REG CAB XL 2026 TIPS 102025 QTY 1
3. CITY OF FRIENDSWOOD X1K F150 SUPER CAB 2WD XL 2026 TIPS 102025 QTY 2
4. Form 1295 Certificate CO FRIENDSWOOD

5. CO FRIENDSWOOD NOTARIZED 102225



PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FRIENDSWOOD

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMA

Product Description: FORD F150 CREW CAB (WIK UPGRADE)

Date: October 20, 2025

A. Bid Item: _____

A. Base Price: **\$ 43,995.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
WIL	2026 FORD F150 CREW CAB 4WD		101A	Equipment Group	inc
995	Engine: 5.0L V8	\$ 2,695.00		Wheels: 17" Silver Steel	inc
44G	10 SPEED	\$ -	4X4	4WD UPGRADE	\$ 3,575.00
18B	RUNNING BOARDS	\$ 250.00			
				145 WB 5.5' BOX	\$ -

Total of B. Published Options: \$ 6,520.00

Published Option Discount (5%) \$ (326.00)

C. Additional Options

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR-WHITE	
		INTERIOR- AS VINYL	
		XL ORDER GROUP	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: _____

\$ -

G. Additional Delivery Charge: 99 miles

\$ 198.00

H. Subtotal:

\$ 50,387.00

I. Quantity Ordered 1 x K =

\$ 50,387.00

J. Trade in: _____

\$ -

K. _____

\$ -

L. Total Purchase Price

\$ 50,387.00



PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FRIENDSWOOD

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMA

Product Description: FORD F150 REG CAB

Date: October 20, 2025

A. Bid Item: _____

A. Base Price: \$ **37,195.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
F1L	2026 FORD F150 REG CAB 4WD	\$ -	101A	Equipment Group	\$ -
995	Engine: 5.0L V8	\$ 2,695.00		Wheels: 17" Silver Steel	\$ -
44G	10 SPEED	\$ -	4X4	4WD UPGRADE	\$ 3,575.00
TBM	ALL TERRAIN TIRES	\$ 495.00			
53T	TOW PACKAGE	\$ 979.00		122WB 6.5' BOX	\$ -

Total of B. Published Options: \$ **7,744.00**

Published Option Discount (5%): \$ **(377.20)**

C. Additional Options

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR-WHITE	\$ -
		INTERIOR- AS VINYL	
		XL ORDER GROUP	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: _____

\$

G. Additional Delivery Charge: 99 miles

\$ **600.00**

H. Subtotal:

\$ **45,161.80**

I. Quantity Ordered 1 x K =

\$ **45,161.80**

J. Trade in: _____

\$ -

K.

\$

L. Total Purchase Price

\$ **45,161.80**



PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FRIENDSWOOD
Contact: _____
Email: _____
Product Description: FORD F150 SUPER CAB

Prepared by: SETH GAMBLIN
Phone: 512.436.1313
Email: SGAMBLIN.SILSBEEFLEET@GMA
Date: October 20, 2025

A. Bid Item: _____ **A. Base Price:** \$ **42,715.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
X1K	2026 FORD F150 EXT CAB 2WD		101A	Equipment Group XL	
995	Engine: 5.0L V8	\$ 1,995.00		Wheels: 17" Silver Steel	inc
44G	10 SPEED	\$ -		FULL SIZE SPARE	
	CLASS IV TRAILER HITCH RECEIVER	INC			
18B	BLACK RUNNING BOARDS	\$ 250.00		145WB 6.5' BOX	

Total of B. Published Options: \$ **2,245.00**

Published Option Discount (5%): \$ **(112.25)**

C. Additional Options

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR-WHITE	\$ -
		INTERIOR- AS DARK SLATE VINYL	

Total of C. Unpublished Options: \$ **-**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): _____

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 99 miles \$ **173.25**

H. Subtotal: \$ **45,021.00**

I. Quantity Ordered 1 x K = \$ **45,021.00**

J. Trade in: _____ \$ **-**

K. _____

L. Total Purchase Price \$ **45,021.00**

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/06/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider adopting rules of procedure for the Capital Improvements Advisory Committee.

Originating Department: City Attorney

Degree of importance:

SUMMARY / ORIGINATING CAUSE

Section 395.058(e) of the Local Government Code requires the City Council to adopt procedural rules for the Capital Improvements Advisory Committee to follow in carrying out its duties. The proposed rules are a condensed version of the City Council's rules and address the following:

1. Authority,
2. General Rules,
3. Presiding Officer and Duties, and
4. Meetings.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Rules of Procedure

**CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
RULES OF PROCEDURE**

1. AUTHORITY

- 1.1 On November 3, 2025, the City Council adopted these rules of procedure for all meetings and hearings of the Capital Improvements Advisory Committee (the "Committee") consistent with Section 395.058(e) of the Texas Local Government Code.
- 1.2 During any Committee meeting, a reasonable opportunity shall be given for persons to be heard in accordance with these rules. The rules of procedure are enacted as a guideline to be followed by all persons present at any meeting, including the administrative staff, news media, and visitors.

2. GENERAL RULES

2.1 Meetings to be Public

All meetings of the Committee shall be open to the public, except as authorized by law.

2.2 Quorum

A majority of the members of the Committee shall constitute a quorum for the transaction of business.

2.3 Compelling Attendance

No member shall be excused from attendance at a Committee meeting except for good, valid reasons.

2.4 Minutes of Meetings

An account of all proceedings of the Committee shall be kept by the Committee's Staff Liaison, which account shall constitute the official record of the Committee.

2.5 Rules

Robert's Rules of Order (latest revision) shall be used as a guide in conducting meetings, unless Robert's Rules of Order is in conflict with the rules of procedure hereby adopted or any variation to these rules granted by the Chair or a majority of the Committee members.

2.6 Vote

An affirmative vote of the majority of the Committee members present is necessary to take any action in the name of the Committee.

2.7 Right of Floor

Any Committee member desiring to speak shall be recognized by the Presiding Officer and shall confine his or her remarks to the subject under consideration or to be considered. No person shall address the Committee without first being recognized by the presiding officer.

2.8 Decorum

During meetings, Committee members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to observe the rules of the Committee. Members of the City staff and the public shall observe the same rules of decorum during all meetings of the Committee.

3. PRESIDING OFFICER AND DUTIES

3.1 Presiding Officer

The Chair, or in the absence of the Chair, the Vice-Chair, shall preside as chairperson or presiding officer at all meetings of the Committee. In the absence of both the Chair and Vice-Chair, and with a quorum being present, the Committee shall elect a temporary presiding officer.

3.2 Call to Order

The meetings of the Committee shall be called to order by the Chair. In the absence of the Chair, the meeting will be called to order by the Vice-Chair. In the absence of both the Chair and the Vice-Chair, the meeting shall be called to order by the Staff Liaison.

3.3 Preservation of Order

The Presiding Officer shall (i) preserve order and decorum, (ii) prevent insulting references to members of the Committee, impugning of other members' motives, and repetitious comments, and (iii) confine remarks to the question under discussion.

- 3.4 **Substitution for Chair**
The Chair may call upon the Vice-Chair, or if he/she is unavailable, then any other member, to take his/her place for a portion of a meeting. Such substitution is not to continue beyond adjournment.
- 3.5 **Questions to be Stated**
The Presiding Officer shall state all questions submitted for a vote and announce the results. A roll call shall be taken upon the request of any member.
- 3.6 **Votes**
Members of the Committee shall clearly indicate their vote on each matter submitted to a vote.
- (a) The Presiding Officer may make or second motions and shall vote on all matters before the Committee but shall have no power of veto.
 - (b) Except as otherwise provided by these rules, all action required of the Committee shall be made by a vote of a majority of the members of the Committee present.
 - (c) All members of the Committee present at each meeting must vote on each subject presented for Committee vote.

4. MEETINGS

- 4.1 **Meetings**
The Committee shall hold its meetings at the call of the Chair and at other times as determined by the Committee.
- 4.2 **Order of Business**
The order of business of each meeting shall be as contained in the agenda prepared by the Staff Liaison. The agenda shall be a listing by topic of subjects to be considered by the Committee. When the best interest of the Committee and the citizens of the City require, any item appearing on the agenda shall be considered out of order as shall be determined by the Presiding Officer in his/her sole discretion.
- 4.3 **Public Comment**
Each person addressing the Committee, whether during a public hearing or otherwise, must register on the form provided in the hallway leading to the meeting room prior to the meeting. Each person's remarks will be limited to three (3) minutes, unless the time is extended by a majority vote of the Committee or by law. Such person shall give his/her name and address in an audible tone of voice for the record. All remarks shall be addressed to the Committee as a whole and not to any member thereof. No person other than Committee members and the person having the floor shall be permitted to enter into any discussion, directly or through a Committee member, without permission of the Presiding Officer. A person requesting to address the Committee may not pass his/her time to another person who has requested to address the Committee.
- 4.4 **Procedure to Debate**
- (a) The Presiding Officer shall have the right to participate in debate of issues pending before the Committee.
 - (b) Prior to a motion concerning an item on the agenda, the Presiding Officer may (i) call upon the Staff Liaison or his/her designee to provide an overview of the item, and/or (ii) allow the members of the Committee to discuss the matter.
- 4.5 **Amendments**
A motion may be amended without a formal vote as a "friendly amendment" if both the first and second of the main motion agree to the amended language. If they do not, the amended motion is voted on and then the Committee shall return to the main motion.

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/07/2025

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing Victoria Hall to the Fourth of July Steering Committee for a three-year term beginning immediately and ending on October 31, 2028.

Originating Department: City Secretary

Degree of importance:

SUMMARY / ORIGINATING CAUSE

The Fourth of July Steering Committee (the "Committee") is a fifteen member board, who are appointed by at least four members of the city council for staggered three-year terms commencing November 1st. The Committee is responsible for assisting staff with organizing, planning, coordinating, and overseeing the annual Fourth of July activities of the city, and performing other duties as may be delegated to it by the city council.

This item allows the Council to appoint Victoria Hall to a three-year term on the Fourth of July Steering Committee, effective immediately and expiring on October 31, 2028.

The applicant has met the requirements noted in the City's Appointment Policy, and her volunteer application is attached for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Hall, Victoria volunteer application_Redacted

From: noreply@civicplus.com
To: [Leticia Brysch](#); [Raquel Martinez](#); [Linda Newsted](#)
Subject: [EXTERNAL]Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Wednesday, July 31, 2024 8:50:04 AM

Volunteer Application for Committees, Boards & Commissions

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

BE A FRIENDSWOOD VOLUNTEER

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

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

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Victoria
Volunteer Last Name	Hall
Home Address	██████████
City	Friendswood
State	Tx
Zip Code	77546
Home Phone	██████████
Work Phone	██████████
Cell Phone	██████████
Email Address	██████████
Occupation	Human Resources Specialist
Special Interests and Talents	Planning and putting events together
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

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

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

(Section Break)

RECREATION

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

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

(Section Break)

EDUCATION

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

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

(Section Break)

OTHER

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

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

(Section Break)

I Am Available For	Long-Term Projects, Short-Term Projects, Evening, Summer
Please use the space below for additional comments.	<i>Field not completed.</i>

(Section Break)

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

Date of Birth	██████████
Sex	Female
How long have you been a Friendswood resident?	I grew up here (12 years) then moved back 2023
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 put on events in college in multiple organizations
Please list any civic or community endeavors in which you have been involved	Volunteer with three little pitties
Additional Information	<i>Field not completed.</i>
BACKGROUND CHECK	Consent

(Section Break)

Acknowledgement	I understand that the information provided on this application may be available to the public upon request and will be kept on file for at least three years.
Electronic Signature Agreement	I Understand and Agree
Electronic Signature	Victoria Hall
Date	7/31/2024

Thank you for taking the time to complete this application.

(Section Break)

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

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

Name of Board, Committee or Commission	<i>Field not completed.</i>
Dates of Service	<i>Field not completed.</i>

(Section Break)

Personal Reference #1: First Name and Last Name	David Smith
Address	██████████
City	Friendswood
State	Tx
Zip Code	77546

Phone	██████████
Email Address	<i>Field not completed.</i>
(Section Break)	
Personal Reference #2: First Name and Last Name	Robin Hall
Address	██████████
City	Friendswood
State	Tx
Zip Code	77546
Phone	██████████
Email Address	<i>Field not completed.</i>

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

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 10/22/2025

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider appointing Cari Infante 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 appoint Cari Infante to a three-year term on the Community and Economic Development Committee, effective immediately and expiring on June 30, 2028.

The applicant has met the requirements noted in the City's Appointment Policy, and her volunteer application is attached for your review.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. Infante, Cari volunteer application _Redacted

From: noreply@civicplus.com
To: [Leticia Brysch](#); [Raquel Martinez](#); [Linda Newsted](#)
Subject: Online Form Submittal: Volunteer Application for Committees, Boards & Commissions
Date: Friday, September 26, 2025 3:35:12 PM

Volunteer Application for Committees, Boards & Commissions

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

BE A FRIENDSWOOD VOLUNTEER

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

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

VOLUNTEER APPLICATION FOR COMMITTEES, BOARDS & COMMISSIONS

Volunteer First Name	Cari
Volunteer Last Name	Infante
Home Address	[REDACTED]
City	Friendswood
State	TX
Zip Code	77546
Home Phone	[REDACTED]
Work Phone	[REDACTED]
Cell Phone	[REDACTED]
Email Address	[REDACTED]
Occupation	Business Owner - Marketing Agency - Infante Marketing Solutions
Special Interests and Talents	Serving the Friendswood Economic Development Council with my Marketing, Advertising and Communications experience.
Are you currently serving as a member of any Friendswood governmental body?	No

AREAS OF INTEREST

PLANNING & PRESERVATION

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

Planning & Zoning Commission	<i>Field not completed.</i>
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Zoning Board of Adjustments & Appeals	<i>Field not completed.</i>
---------------------------------------	-----------------------------

Keep Friendswood Beautiful Committee	<i>Field not completed.</i>
--------------------------------------	-----------------------------

Community & Economic Development Committee	Primary
--	---------

Construction Board of Adjustments & Appeals	<i>Field not completed.</i>
---	-----------------------------

Investment Committee	<i>Field not completed.</i>
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Friendswood Downtown Economic Development Corporation	<i>Field not completed.</i>
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(Section Break)

RECREATION

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

4th of July Steering Committee	<i>Field not completed.</i>
--------------------------------	-----------------------------

4th of July Volunteer	<i>Field not completed.</i>
-----------------------	-----------------------------

Senior Citizens Advisory Committee	<i>Field not completed.</i>
------------------------------------	-----------------------------

(Section Break)

EDUCATION

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

Library Advisory Board	<i>Field not completed.</i>
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Library Volunteer	<i>Field not completed.</i>
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SPECIAL COMMITTEES AS CALLED	<i>Field not completed.</i>
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(Section Break)

OTHER

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

West Ranch Management District	<i>Field not completed.</i>
--------------------------------	-----------------------------

Volunteer Fire Dept/EMS	<i>Field not completed.</i>
-------------------------	-----------------------------

Animal Shelter Advisory Committee	<i>Field not completed.</i>
-----------------------------------	-----------------------------

Charter Review (As Needed)	<i>Field not completed.</i>
----------------------------	-----------------------------

(Section Break)

I Am Available For	Long-Term Projects
--------------------	--------------------

Please use the space below for additional comments.	<i>Field not completed.</i>
---	-----------------------------

(Section Break)

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

Date of Birth	██████████
---------------	------------

Sex	Female
-----	--------

How long have you been a Friendswood resident?	10
--	----

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)?	Bachelor's degree in Business and Marketing - Houston Baptist University, Strong Corporate Leadership Experience - 15 Years at Perry Homes - SVP of Marketing, Current Owner of Infante Marketing Solutions, CX-Pro - Customer Experience Certification, Lean Six Sigma Green Belt.
---	---

Please list any civic or community endeavors in which you have been involved	Volunteer marketing and social media services for Love Here, a Non-Profit organization in Friendswood, focused on serving others within our community.
--	--

Additional Information	CariInfante_IMSServices.pdf
------------------------	---

BACKGROUND CHECK	Consent
------------------	---------

(Section Break)

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

Electronic Signature Agreement	I Understand and Agree
--------------------------------	------------------------

Electronic Signature	Cari Infante
----------------------	--------------

Date	9/26/2025
------	-----------

Thank you for taking the time to complete this application.

(Section Break)

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

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

Name of Board, Committee or Commission	<i>Field not completed.</i>
--	-----------------------------

Dates of Service	<i>Field not completed.</i>
------------------	-----------------------------

(Section Break)

Personal Reference #1: First Name and Last Name	Sally Branson
Address	Unknown
City	Friendswood
State	Texas
Zip Code	77546
Phone	████████
Email Address	<i>Field not completed.</i>

(Section Break)

Personal Reference #2: First Name and Last Name	Allan Rasmussen
Address	Unknown
City	Friendswood
State	Texas
Zip Code	77546
Phone	████████
Email Address	<i>Field not completed.</i>

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

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 08/26/2025

Prepared by: Raquel Martinez, City Secretary

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

Originating Department: Finance

Degree of importance:

SUMMARY / ORIGINATING CAUSE

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

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

1. September 2025



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

722 21st Street, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax:(409) 766-2479
Email: galcotax@galvestoncountytexas.gov



October 7, 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 September, 2025 is true and correct.

Under my hand and seal this 7th day of October, 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
Bay Colony West MUD

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

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

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

10/01/2025 10:15:35 4940486 TAX COLLECTION SYSTEM PAGE: 30
 TC298-D DEPOSIT RECEIPT DATE: ALL FROM: 09/01/2025 THRU 09/30/2025 INCLUDES AG ROLLBACK
 LOCATION: ALL JURISDICTION: 0337 FRIENDWD CITY

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	2,221.31-	.00	5,584.52	.00	3,363.21	7,169.68	.00	.00	10,532.89
	I & S	.110032	604.82-	.00	1,520.51	.00	915.69	.00	.00	.00	915.69
	TOTAL	.514172	2,826.13-	.00	7,105.03	.00	4,278.90	7,169.68	.00	.00	11,448.58
2023	M & O	.379450	12,691.65-	.00	280.77	.00	12,410.88-	343.97	.00	.00	12,066.91-
	I & S	.121278	4,056.43-	.00	89.72	.00	3,966.71-	.00	.00	.00	3,966.71-
	TOTAL	.500728	16,748.08-	.00	370.49	.00	16,377.59-	343.97	.00	.00	16,033.62-
2022	M & O	.388560	390.59	.00	61.50	.00	452.09	.00	.00	.00	452.09
	I & S	.098754	99.27	.00	15.63	.00	114.90	.00	.00	.00	114.90
	TOTAL	.487314	489.86	.00	77.13	.00	566.99	.00	.00	.00	566.99
2021	M & O	.385147	344.01	.00	51.60	.00	395.61	.00	.00	.00	395.61
	I & S	.102167	91.25	.00	13.69	.00	104.94	.00	.00	.00	104.94
	TOTAL	.487314	435.26	.00	65.29	.00	500.55	.00	.00	.00	500.55
2020	M & O	.392153	313.13	.00	46.97	.00	360.10	.00	.00	.00	360.10
	I & S	.095161	75.98	.00	11.40	.00	87.38	.00	.00	.00	87.38
	TOTAL	.487314	389.11	.00	58.37	.00	447.48	.00	.00	.00	447.48
2018	M & O	.437173	50.60	.00	46.57	.00	97.17	23.67	.00	.00	120.84
	I & S	.095218	11.02	.00	10.14	.00	21.16	.00	.00	.00	21.16
	TOTAL	.532391	61.62	.00	56.71	.00	118.33	23.67	.00	.00	142.00
ALL	M & O		13,814.63-	.00	6,071.93	.00	7,742.70-	7,537.32	.00	.00	205.38-
	I & S		4,383.73-	.00	1,661.09	.00	2,722.64-	.00	.00	.00	2,722.64-
	ALL		18,198.36-	.00	7,733.02	.00	10,465.34-	7,537.32	.00	.00	2,928.02-
DLQ	M & O		13,814.63-	.00	6,071.93	.00	7,742.70-	7,537.32	.00	.00	205.38-
	I & S		4,383.73-	.00	1,661.09	.00	2,722.64-	.00	.00	.00	2,722.64-
	DLQ		18,198.36-	.00	7,733.02	.00	10,465.34-	7,537.32	.00	.00	2,928.02-
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
	CURR		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF250911	202301	0.00	0.00	0.00	0.00 22S2	24.36-	24.36-RF
2022	RF250911	202301	24.36-	0.00	0.00	0.00 22S2	24.36	0.00 RF
		2022 TOTAL	24.36-	0.00	0.00	0.00	0.00	24.36-
2023	RF250923	202312	341.95-	0.00	0.00	0.00 HK25	341.95	0.00 RF
2023	RF250923	202312	0.00	0.00	0.00	0.00 HK25	341.95-	341.95-RF
2023	RF250915	202401	0.00	0.00	0.00	0.00 HK25	16,057.80-	16,057.80-RF
2023	RF250915	202401	16,057.80-	0.00	0.00	0.00 HK25	16,057.80	0.00 RF
2023	RF250911	202311	100.92-	0.00	0.00	0.00 23S2	100.92	0.00 RF
2023	RF250911	202311	0.00	0.00	0.00	0.00 23S2	100.92-	100.92-RF
2023	RF250911	202401	25.03-	0.00	0.00	0.00 23S2	25.03	0.00 RF
2023	RF250911	202401	0.00	0.00	0.00	0.00 23S2	25.03-	25.03-RF
2023	RF250911	202401	0.00	0.00	0.00	0.00 23S2	795.45-	795.45-RF
2023	RF250911	202401	795.45-	0.00	0.00	0.00 23S2	795.45	0.00 RF
2023	RF250911	202401	343.10-	0.00	0.00	0.00 23S2	343.10	0.00 RF
2023	RF250911	202401	0.00	0.00	0.00	0.00 23S2	343.10-	343.10-RF
2023	RF250911	202405	0.00	0.00	0.00	0.00 23S2	504.57-	504.57-RF
2023	RF250911	202405	446.52-	0.00	58.05-	0.00 23S2	504.57	0.00 RF
		2023 TOTAL	18,110.77-	0.00	58.05-	0.00	0.00	18,168.82-
2024	RF250923	202412	348.39-	0.00	0.00	0.00 HK13	348.39	0.00 RF
2024	RF250923	202412	0.00	0.00	0.00	0.00 HK13	348.39-	348.39-RF
2024	RF250915	202501	0.00	0.00	0.00	0.00 HK13	11,589.65-	11,589.65-RF
2024	RF250915	202501	11,589.65-	0.00	0.00	0.00 HK13	11,589.65	0.00 RF
2024	RF250915	202501	15,314.40-	0.00	0.00	0.00 HK13	15,314.40	0.00 RF
2024	RF250915	202501	0.00	0.00	0.00	0.00 HK13	15,314.40-	15,314.40-RF
2024	RF250911	202507	0.00	0.00	0.00	0.00 24S1	124.08-	124.08-RF
2024	RF250911	202507	167895	0.00	18.92-	0.00 24S1	124.08	0.00 RF
2024	RF250911	202507	105.16-	0.00	16.15-	20.22-CERT	0.00	121.32-TR
2024	902093025T	202508	84.95-	0.00	0.00	0.00 24S1	25.71-	25.71-RF
2024	RF250911	202412	0.00	0.00	0.00	0.00 24S1	25.71	0.00 RF
2024	RF250911	202412	16891.4	0.00	0.00	0.00 24S1	735.64-	735.64-RF
2024	RF250911	202412	184130	0.00	0.00	0.00 24S1	735.64	0.00 RF
2024	RF250911	202501	735.64-	0.00	0.00	0.00 24S1	735.64	0.00 RF
2024	RF250911	202501	0.00	0.00	0.00	0.00 24S1	1,440.27-	1,440.27-RF
2024	RF250911	202501	184389	0.00	0.00	0.00 24S1	1,440.27	0.00 RF
2024	RF250911	202501	0.00	0.00	0.00	0.00 24S1	374.42-	374.42-RF
2024	RF250911	202412	374.42-	0.00	0.00	0.00 24S1	374.42	0.00 RF
2024	RF250911	202412	0.00	0.00	0.00	0.00 24S1	536.84-	536.84-RF
2024	RF250911	202412	0.00	0.00	0.00	0.00 24S1	536.84	0.00 RF
2024	RF250911	202412	536.84-	0.00	0.00	0.00 24S1	532.22-	532.22-RF
2024	RF250911	202412	0.00	0.00	0.00	0.00 24S1	532.22	0.00 RF
2024	RF250911	202412	532.22-	0.00	0.00	0.00 24S1	532.22	0.00 RF

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2024	RF250911	201087	202412	348.30-	0.00	0.00	0.00 24S1	348.30	0.00 RF
2024	RF250911	201087	202412	0.00	0.00	0.00	0.00 24S1	348.30-	348.30-RF
2024	RF250911	201088	202412	443.83-	0.00	0.00	0.00 24S1	443.83	0.00 RF
2024	RF250911	201088	202412	0.00	0.00	0.00	0.00 24S1	443.83-	443.83-RF
2024	RF250911	202338	202412	405.03-	0.00	0.00	0.00 24S1	405.03	0.00 RF
2024	RF250911	202338	202412	0.00	0.00	0.00	0.00 24S1	405.03-	405.03-RF
2024	902092225T	202520	202506	68.80-	0.00	10.32-	0.00 CERT	0.00	79.12-TR
2024	RF250911	218916	202410	0.00	0.00	0.00	0.00 24S1	187.30-	187.30-RF
2024	RF250911	218916	202412	187.30-	0.00	0.00	0.00 24S1	187.30	0.00 RF
2024	RF250911	292401	202412	354.10-	0.00	0.00	0.00 24S1	354.10	0.00 RF
2024	RF250911	292401	202412	0.00	0.00	0.00	0.00 24S1	354.10-	354.10-RF
2024	RF250911	299121	202501	0.00	0.00	0.00	0.00 24S1	128.54	0.00 RF
2024	RF250911	299121	202501	128.54-	0.00	0.00	0.00 24S1	128.54	0.00 RF
2024	RF250911	310211	202412	0.00	0.00	0.00	0.00 24S1	1,007.93-	0.00 RF
2024	RF250911	310211	202412	1,007.93-	0.00	0.00	0.00 24S1	1,007.93	0.00 RF
2024	RF250911	310277	202412	232.20-	0.00	0.00	0.00 24S1	232.20	0.00 RF
2024	RF250911	310277	202412	0.00	0.00	0.00	0.00 24S1	232.20-	232.20-RF
2024	908090525T	310922	202509	397.71-	0.00	27.84-	0.00 CERT	0.00	425.55-TR
2024	908090525T	357150	202506	43.01-	0.00	1.43-	0.00 CERT	0.00	44.44-TR
2024	RF250911	357472	202412	0.00	0.00	0.00	0.00 24S1	660.09-	660.09-RF
2024	RF250911	357472	202412	660.09-	0.00	0.00	0.00 24S1	660.09	0.00 RF
2024	RF250911	370798	202501	3,393.54-	0.00	0.00	0.00 24S1	3,393.54	0.00 RF
2024	RF250911	370798	202501	0.00	0.00	0.00	0.00 24S1	3,393.54-	3,393.54-RF
2024	RF250911	387448	202506	128.54-	0.00	0.00	0.00 24S1	128.54	0.00 RF
2024	RF250911	387448	202506	0.00	0.00	0.00	0.00 24S1	128.54-	128.54-RF
2024	RF250911	387692	202412	0.00	0.00	0.00	0.00 24S1	847.42-	847.42-RF
2024	RF250911	387692	202412	847.42-	0.00	0.00	0.00 CERT	847.42	0.00 RF
2024	902092525T	401016	202411	0.60-	0.00	0.00	0.00 CERT	0.00	0.60-TR
2024	902092525T	401016	202411	0.60-	0.00	0.00	0.00 CERT	0.00	0.60-TR
2024	RF250911	413146	202412	2,982.20-	0.00	0.00	0.00 24S1	2,982.20	0.00 RF
2024	RF250911	413146	202412	0.00	0.00	0.00	0.00 24S1	2,982.20-	2,982.20-RF
2024	RF250911	436361	202412	74.04-	0.00	0.00	0.00 24S1	74.04	0.00 RF
2024	RF250911	436361	202412	0.00	0.00	0.00	0.00 24S1	74.04-	74.04-RF
2024	929091625RV	518370	202509	56.01-	0.00	11.20-	13.44-CERT	0.00	80.65-TR
2024	RF250911	523876	202412	366.25-	0.00	0.00	0.00 24S1	366.25	0.00 RF
2024	RF250911	523876	202412	0.00	0.00	0.00	0.00 24S1	366.25-	366.25-RF
2024	RF250911	747796	202412	0.00	0.00	0.00	0.00 24S1	169.38-	169.38-RF
2024	RF250911	747796	202412	169.38-	0.00	0.00	0.00 24S1	169.38	0.00 RF
2024	RF250912	H330520000016	202506	3,452.67-	0.00	0.00	0.00 HK13	3,452.67	0.00 RF
2024	RF250912	H330520000016	202506	0.00	0.00	0.00	0.00 HK13	3,452.67-	3,452.67-RF

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE / REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2024 TOTAL			46,866.53-	0.00	85.86-	33.66-	0.00	46,986.05-
YEAR 2022								
REFUNDS			24.36-	0.00	0.00	0.00	0.00	24.36-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			0.00	0.00	0.00	0.00	0.00	0.00
TOTAL			24.36-	0.00	0.00	0.00	0.00	24.36-
YEAR 2023								
REFUNDS			18,110.77-	0.00	58.05-	0.00	0.00	18,168.82-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			0.00	0.00	0.00	0.00	0.00	0.00
TOTAL			18,110.77-	0.00	58.05-	0.00	0.00	18,168.82-
YEAR 2024								
REFUNDS			46,184.06-	0.00	18.92-	0.00	0.00	46,202.98-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			682.47-	0.00	66.94-	33.66-	0.00	783.07-
TOTAL			46,866.53-	0.00	85.86-	33.66-	0.00	46,986.05-
ALL YEARS								
REFUNDS			64,319.19-	0.00	76.97-	0.00	0.00	64,396.16-
RETURNED ITEMS			0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS/REVERSALS			682.47-	0.00	66.94-	33.66-	0.00	783.07-
TOTAL			65,001.66-	0.00	143.91-	33.66-	0.00	65,179.23-

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2018 TOTAL		61.62	0.00	56.71	23.67	0.00	142.00
	2020 TOTAL		389.11	0.00	58.37	0.00	0.00	447.48
	2021 TOTAL		435.26	0.00	65.29	0.00	0.00	500.55
	2022 TOTAL		514.22	0.00	77.13	0.00	0.00	591.35
	2023 TOTAL		1,362.69	0.00	428.54	343.97	0.00	2,135.20
	2024 TOTAL		44,040.40	0.00	7,190.89	7,203.34	0.00	58,434.63
	TOTAL PAYMENTS		46,803.30	0.00	7,876.93	7,570.98	0.00	62,251.21
	2022 TOTAL		24.36-	0.00	0.00	0.00	0.00	24.36-
	2023 TOTAL		18,110.77-	0.00	58.05-	0.00	0.00	18,168.82-
	2024 TOTAL		46,866.53-	0.00	85.86-	33.66-	0.00	46,986.05-
	TOTAL REVERSALS		65,001.66-	0.00	143.91-	33.66-	0.00	65,179.23-
	TOTAL FOR UNIT		18,198.36-	0.00	7,733.02	7,537.32	0.00	2,928.02-

FISCAL START: 08/01/2025 END: 07/31/2026 JURISDICTION: 0337 FRIENDWD CITY

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
5,617,453,464	612,304-	5,616,841,160	00.514172	292,045.04	18,494

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
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2024	292,504.02	458.98-	458.98-	54,785.02	54,785.02	237,260.02	18.76	0.00
2023	90,269.76	18,965.05-	18,965.05-	15,600.83-	15,600.83-	86,905.54	21.88-	0.00
2022	46,639.80	247.10	247.10	1,491.98	1,491.98	45,394.92	3.18	0.00
2021	27,567.15	323.08-	323.08-	817.87	817.87	26,426.20	3.00	0.00
2020	19,946.57	.00	.00	417.46	417.46	19,529.11	2.09	0.00
2019	15,213.80	.00	.00	0.00	0.00	15,213.80	.55	0.00
2018	12,293.33	.00	.00	67.90	67.90	12,225.43	.47	0.00
2017	11,156.64	.00	.00	52.27	52.27	11,104.37	.47	0.00
2016	9,727.29	.00	.00	0.00	0.00	9,727.29	.00	0.00
2015	9,600.44	.00	.00	0.00	0.00	9,600.44	.00	0.00
2014	6,417.74	.00	.00	0.00	0.00	6,417.74	.00	0.00
2013	6,272.78	.00	.00	0.00	0.00	6,272.78	.00	0.00
2012	5,458.39	.00	.00	0.00	0.00	5,458.39	.00	0.00
2011	5,550.88	.00	.00	0.00	0.00	5,550.88	.00	0.00
2010	3,596.44	.00	.00	0.00	0.00	3,596.44	.00	0.00
2009	5,154.38	.00	.00	0.00	0.00	5,154.38	.00	0.00
2008	4,278.43	.00	.00	0.00	0.00	4,278.43	.00	0.00
2007	1,318.21	.00	.00	0.00	0.00	1,318.21	.00	0.00
2006	2,437.90	.00	.00	0.00	0.00	2,437.90	.00	0.00
2005	1,170.61	.00	.00	0.00	0.00	1,170.61	.00	0.00
2004	502.56	.00	.00	0.00	0.00	502.56	.00	0.00
2003	1,034.56	.00	.00	0.00	0.00	1,034.56	.00	0.00

**** 578,111.68 19,500.01- 19,500.01- 42,031.67 42,031.67 516,580.00 0.00

CURR 292,504.02 458.98- 458.98- 54,785.02 54,785.02 237,260.02 0.00

DELO 285,607.66 19,041.03- 19,041.03- 12,753.35- 12,753.35- 279,319.98 0.00

ALL PROPERTY

TAX COLLECTION SYSTEM
 SUPPLEMENTAL / ADJUSTMENT CONTROL TOTALS
 FOR TAX YEAR: 2024
 JURISDICTION: 0337 FRIENDWD CITY

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2025
LAND VALUE	7,686,327,908	7,686,327,908	0	0	0	7,686,327,908
AG EXCLUSION	36,196,207	36,196,207	0	0	0	36,196,207
IMPROVEMENTS	1,020,792,976	1,020,792,976	13,837,598	8,713,472-	5,124,126	1,025,917,102
APPRAISED VALUE	7,686,327,908	7,686,327,908	13,837,598	8,713,472-	5,124,126	7,691,452,034
EXEMPTIONS	2,032,678,237	2,032,678,237	3,502,411	2,234,019	5,736,430	2,038,414,667
TAXABLE VALUE	5,617,453,464	5,617,453,464	10,335,187	10,947,491-	612,304-	5,616,841,160
LEVY	292,504.02	292,504.02	53,140.65	53,599.63-	458.98-	292,045.04
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	0	12	12	10,678
OVER 65	3,772	3,772	0	0	0	3,772
DISABLED	190	190	0	1	1	191
VETERAN	268	268	0	1-	1-	267
TOTAL EXEMPT	86	86	0	0	0	86

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2025
LAND VALUE	7,378,007.830	7,378,007.830	0	0	0	7,378,007.830
AG EXCLUSION	32,425,077	32,425,077	0	0	0	32,425,077
IMPROVEMENTS	942,980,218	942,980,218	0	3,425,356-	3,425,356-	939,554,862
APPRAISED VALUE	7,378,007.830	7,378,007.830	0	3,425,356-	3,425,356-	7,374,582,474
EXEMPTIONS	2,071,397.163	2,071,397.163	0	542,017	542,017	2,071,939,180
TAXABLE VALUE	5,274,185.590	5,274,185.590	0	3,967,373-	3,967,373-	5,270,218,217
LEVY	90,269.76	90,269.76	.00	18,965.05-	18,965.05-	71,304.71
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	0	5	5	10,432
OVER 65	3,603	3,603	0	1-	1-	3,602
DISABLED	178	178	0	1	1	179
VETERAN	259	259	0	1	1	260
TOTAL EXEMPT	88	88	0	0	0	88

ALL PROPERTY

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

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2025
LAND VALUE	6,593,325,295	6,593,325,295	0	0	0	6,593,325,295
AG EXCLUSION	32,486,183	32,486,183	0	0	0	32,486,183
IMPROVEMENTS	873,775,097	873,775,097	0	0	0	873,775,097
APPRAISED VALUE	6,593,325,295	6,593,325,295	0	0	0	6,593,325,295
EXEMPTIONS	1,782,152,718	1,782,152,718	0	50,706-	50,706-	1,782,102,012
TAXABLE VALUE	4,778,686,394	4,778,686,394	0	50,706	50,706	4,778,737,100
LEVY	46,639.80	46,639.80	.00	247.10	247.10	46,886.90
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	1-	1-	10,594
OVER 65	3,475	3,475	0	0	0	3,475
DISABLED	180	180	0	0	0	180
VETERAN	253	253	0	1	1	254
TOTAL EXEMPT	84	84	0	0	0	84

ALL PROPERTY

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

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 09/30/2025
LAND VALUE	5,827,810,207	5,827,810,207	0	0	0	5,827,810,207
AG EXCLUSION	33,691,313	33,691,313	0	0	0	33,691,313
IMPROVEMENTS	775,157,465	775,157,465	0	66,298-	66,298-	775,091,167
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	66,298-	66,298-	5,827,743,909
EXEMPTIONS	1,579,451,702	1,579,451,702	0	0	0	1,579,451,702
TAXABLE VALUE	4,214,667,192	4,214,667,192	0	66,298-	66,298-	4,214,600,894
LEVY	27,567.15	27,567.15	.00	323.08-	323.08-	27,244.07
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE					.00	
EXEMPTION COUNTS:						
HOMESTEADS	10,298	10,298	0	0	0	10,298
OVER 65	3,255	3,255	0	0	0	3,255
DISABLED	181	181	0	0	0	181
VETERAN	240	240	0	0	0	240
TOTAL EXEMPT	84	84	0	0	0	84

Summary of Jurisdiction Remittances Processed Property Tax File
For Remitted Deposit Dates 09/01/2025 thru 09/30/2025 as of 10/06/2025

Batch Seq
4945836

Report run on: October 6, 2025 3:43 PM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
337 FRIENDWD CITY							
ACH 93475	Print Date:10/02/2025						
	Delq	13,228.13	3,605.96	0.00	0.00	0.00	16,834.09
Last Deposit Date	09/05/2025	\$13,228.13	\$3,605.96	\$0.00	\$0.00	\$0.00	\$16,834.09
Total:		\$13,228.13	\$3,605.96	\$0.00	\$0.00	\$0.00	\$16,834.09

**FRIENDSWOOD CITY COUNCIL
AGENDA ITEM FORM**

Date requested for City Council consideration: November 3, 2025

Date submitted: 09/25/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on October 6, 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 October 6, 2025. The draft minutes are attached to the item.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

Staff recommends approval.

ATTACHMENTS

1. 2025 10 06 CC Meeting Minutes (DRAFT)

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FRIENDSWOOD
October 6, 2025**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, OCTOBER 6, 2025, AT 5:30 P.M. IN THE BOARDROOM OF THE FISD ADMINISTRATION ANNEX BUILDING LOCATED AT 402 LAUREL DR, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Councilmember
Michael P. Ross	Councilmember
Mike Foreman	Mayor
Morad Kabiri	City Manager
Karen Horner	City Attorney
Raquel Martinez	City Secretary

1. CALL TO ORDER

Mayor Foreman called the meeting to order with a quorum present at 5:30 P.M. All members were present with the exception of Mayor Pro Tem John Ellisor who was absent.

2. INVOCATION

The invocation was led by Pastor Stephen Kimpel of LifePoint Church.

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

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

4. COUNCIL FOR A DAY

A. Consider a proclamation declaring October 6, 2025, as Wedgewood Elementary School Day in the City of Friendswood, Texas.

Mayor Foreman introduced the students and teachers from Wedgewood Elementary. He noted the Council for a Day Program allows second graders from the four elementary schools in Friendswood to “take over” the council dais and sit-in for the Council and Staff. Mayor Foreman welcomed all of the students, their families, teachers, and school administrators to the meeting. The participants included:

Position	Student Name	Teacher Name
City Secretary & Attorney (Raquel Martinez & Karen Horner)	Mayleigh Cooke	Mrs. Davis
Councilmember Pos. No. 6 (Michael P. Ross)	Rayce Adams	Mrs. Mayo

Councilmember Pos. No. 5 (Robert Griffon)	Laura Navarro	Mrs. Murphy
Councilmember Pos. No. 4 (Joe Matranga)	Alfonso Sifuentes	Mrs. Murphy
Mayor (Mike Foreman)	Samantha Estrada	Mrs. Davis
Councilmember Pos. No. 3 (Trish Hanks)	Ashton Barrentine	Mrs. Murphy
Councilmember Pos. No. 2 (Sally Branson)	Emerie Hernandez	Mrs. Mayo
Councilmember Pos. No. 1 (Mayor Pro Tem John Ellisor)	Tyler Murphy	Mrs. Mayo
City Attorney (Karen Horner)	Sadie Salazar ABSENT	Mrs. Brosseit-Aguirre ABSENT
City Manager (Morad Kabiri)	Jason David	Mrs. Davis

A motion was made by Councilmember Tyler Murphy (John Ellisor) and seconded by Councilmember Emerie Hernandez (Sally Branson) proclaiming October 6, 2025, as Wedgewood Elementary School Day in the City of Friendswood. The vote was the following:

Ayes: Mayor Samantha Estrada (Mike Foreman), Councilmember Tyler Murphy (Mayor Pro Tem John Ellisor), Councilmember Emerie Hernandez (Sally Branson), Councilmember Ashton Barrentine (Trish Hanks), Councilmember Laura Navarro (Robert Griffon), Councilmember Alfonso Sifuentes (Joe Matranga), and Councilmember Rayce Adams (Michael P. Ross)

Nays: None

The item passed unanimously.

At 5:44 P.M., Mayor Foreman recessed the meeting for the Council for a Day Reception.

At 5:56 P.M., Mayor Foreman reconvened the meeting.

5. COUNCIL COMMENTS AND REPORTS

Mayor Foreman opened the item inviting the councilmembers to provide their comments and reports. Councilmember Branson reported on the Rotary Regatta held over the weekend. She explained that the event began in 2018, but its origins date back to the late 1980s to raise awareness about Clear Creek. The Regatta had about 75 paddlers this year, making it one of the largest canoeing races in Texas. She praised the Rotary Club of Friendswood for working with the City to install the canoe launch pads.

Mayor Foreman expressed gratitude to Friendswood Independent School District (FISD) for allowing the City Council to use its boardroom for the next three meetings. He explained that the City Hall Council Chamber was under renovation since the City had experienced various technical issues in the Council Chamber and is utilizing PEG (Public, Educational, and Governmental) funds, which are specifically earmarked for addressing these technical issues as well as enhancing acoustics and upgrading the facility to better serve the public. They expect to be back in the Council Chamber for their regular January 2026 meeting. Councilmember Hanks thanked the FISD Staff present and commended the idea of using this

space. Councilmember Matranga thanked everyone for making their way over to the new meeting location and appreciated everyone's attendance. Councilmember Ross reminded everyone to be mindful during Halloween as there would be trick-or-treaters everywhere, urging drivers to be safe and careful around children.

6. PUBLIC COMMENT

Mayor Foreman announced the following citizens had signed up to provide a public comment.

Former Councilmember Brent Erenwert urged Council to re-evaluate the downtown tax, noting it now generates over \$1 million that could be redirected to fund citywide infrastructure.

Bay Area Houston Economic Partnership (BAHEP) President Brian Freeman spoke to Council about his organization and listed a few of their ongoing projects in the area, such as: Friendswood City Center, Newcastle Biosciences, Brookfield development, and advocacy work for NASA funding.

Ms. Jessica Short spoke before Council on how city tree-trimming crews severely over-cut a large oak on her property despite her prior compliance and private trimming work. She expressed shock and anger, calling the incident "violating" and asking the City to address or mitigate the damage.

Mr. Jacob Rouse spoke before Council to criticize the same tree-trimming incident and Ordinance No. 2024-22 that mandates 10- and 15-foot clearances. He urged Council to re-examine the ordinance and enforcement process.

Councilmember Matranga requested that staff place the tree-ordinance issue on the next meeting agenda.

7. COMMITTEES OR SPECIAL REPORTS

A. Receive the Senior Citizens Advisory Committee Annual Report.

Mayor Foreman relayed the report is in their agenda and backup material. As there was no in-person report, he considered the report received.

B. Receive the Chamber of Commerce Annual Report.

Mayor Foreman introduced the item and announced that the Chamber of Commerce Annual Report would be presented by Chamber of Commerce Chairman Denise Spruiell.

Ms. Spruiell began by thanking the City of Friendswood for its support and partnership in promoting local businesses. She reported that the year reflected growth and engagement, highlighting several major events: the State of the City Luncheon, the Police Safety and Emergency Management Luncheon, and a Small Business Week partnership with the Community Economic Development Committee (CEDC). From January to September, the Chamber welcomed 62 new members and hosted numerous ribbon cuttings. The Chamber recently hosted its first-ever Breast Cancer Awareness Luncheon, sponsored by UTMB, featuring a panel of three doctors who provided valuable information and answered questions.

Ms. Spruiell outlined their plans for next year, including continuing signature events and launching new initiatives. These include a nonprofit breakfast for local organizations and quarterly learning luncheons

in partnership with the Small Business Development Committee. She also previewed upcoming 2025 events, such as: Halloween in the Park, Veterans Day Luncheon, Purse Bingo, and the Friendswood Lighted Christmas Parade. Ms. Spruiell closed by reaffirming the Chamber's appreciation for its partnership with the City.

C. Presentation from the Law Enforcement Alliance for Galveston County of a donation to the City of Friendswood Police Department for the purchase of two (2) R.A.D. Systems Suits for the Rape Aggression Defense Program.

Mayor Foreman introduced the item and the representatives from the Law Enforcement Alliance for Galveston County (LEAGC). The representatives present to donate funds for the purchase of two RAD (Rape Aggression Defense) Systems suits for the Friendswood Police Department were President Stephanie Cramer and Board members Christine Cobb, Tom Mesa, Terri O'Connell, and Fred Cramer. LEAGC Representatives formally presented the Council with a check for \$4,400.

Officer Jason Ives explained RAD is an international program that the Friendswood Police Department started in 2008. It is a self-defense program for women designed to inspire and teach real-world defensive tactics regardless of an opponent's size. He additionally noted that the suits are also used in the RAD Kids program for children aged 5 to 12. He noted that classes and their availability will be posted on the City of Friendswood Police Department's website along with additional information.

8. WORK SESSION TOPICS

A. Receive a presentation by Ardurra Group, Inc., regarding the City's Comprehensive Plan Update, including the process and timeline for the update.

City Manager Morad Kabiri began by thanking Community Development staff and Ardurra for securing a General Land Office (GLO) grant to fund the City's Comprehensive Plan update. He emphasized that the comprehensive plan incorporates all of Friendswood's master plans—parks, drainage, and major thoroughfares—into a one cohesive document. Community Development Director Aubrey Harbin introduced Ms. Lata Krishnarao of Ardurra. Ms. Krishnarao introduced the consultant team that will be working on the project. On the Ardurra team, Krishna, a Planning Engineer and GIS Expert will be the team lead for the project and Adam, a Civil Engineer, will be working with infrastructure mobility. David Daughtry with Kimley-Horn will be the Urban Design Consultant and Ty Jacobson, Managing Director at CDS, will be working on the Marketing and Economic Development portions of the plan. Ms. Krishnarao and the consulting team then presented an overview of the upcoming Comprehensive Plan Update with the following highlights:

BACKGROUND

- Grant Source: General Land Office (GLO)
- Program: Resilient Communities Program
- Purpose: Update the Comprehensive Plan with a focus on hazard mitigation; amend the Zoning Ordinance to bring the plan's vision to life; and include grant management so the city is not burdened administratively

PURPOSE

- Authority: Texas Local Government Code §211.004
- Goals:

- Shared community-derived vision;
- Resilient and balanced development;
- Guide future land use, infrastructure, and mobility decisions;
- Support financial planning and policy development;
- Strengthen asset management and service delivery;
- Align with state and federal resilience priorities;
- Enable continuous assessment and monitoring;
- Build an implementation strategy; and
- Serve as foundation/prerequisite for grants.

WHY NOW

Several key reasons were identified for updating the plan:

- Growth in the region (forecasted 3.7 million more residents in 30 years per H-GAC);
- Community-powered future;
- Revived developer interest;
- Limited vacant land and redevelopment opportunities;
- Misaligned regulations and standards;
- Vulnerability to hazards; and
- Funding available for plan preparation.

PARTNER CONTRIBUTIONS

- Ardurra – Project management, infrastructure, resiliency, and plan integration.
- Kimley-Horn (Present: David) – Urban design and community character; focusing on major corridors and downtown identity.
- CDS (Present: Ty Jacobson) – Market and economic analysis, assessing population trends, real-estate pressures, and redevelopment potential to ensure market viability for future projects.

PROCESS AND TIMELINE

- Comprehensive Plan Update: ~1 year and Followed by Zoning Ordinance amendments.
- Steps:
 1. Mobilization
 2. Visioning Process (community input)
 3. Research and findings
 4. Recommendations and draft plan
 5. Implementation and zoning updates

PUBLIC ENGAGEMENT

- Goal: Meet people where they are, how they want
- Engagement Methods:
 - City Council updates
 - Comprehensive Plan Advisory Committee (CPAC) (4–5 meetings, 18–22 members)
 - One-on-one interviews
 - City events and pop-up meetings (starting with Halloween Festival)
 - Printed and digital materials
 - Social media and online engagement platforms
 - Questionnaire and interactive map

Mayor Foreman thanked the presenters and opened the floor to Council. Councilmember Hanks thanked city staff for securing the grant funds. Councilmember Griffon asked whether the comprehensive plan was a requirement for the city. Mr. Kabiri confirmed the plan is necessary for zoning. Friendswood’s

existing plan dates back to 1998 and needed to change with the community. Councilmember Griffon voiced concern that incorporating all city plans into one might create barriers for developers and require many variances. Mr. Kabiri clarified that the intent is not to create a barrier to entry but to shape incoming applications. The plan will help the City understand what infrastructure improvements are necessary to support new commercial or residential growth.

Councilmember Ross expressed his excitement for the plan and emphasized the importance of developing Friendswood’s limited land prudently. Councilmember Matranga added that the plan’s scope extends beyond development (such as parks and what residents want) so all that the pieces of the city government move in the same direction. Councilmember Hanks reflected the plan allows the city to be proactive rather than reactive. Councilmember Branson noted that the comprehensive plan also assists the city in qualifying for funding and grants. Council closed the item with a few comments on the past 1998 plan, saying its goal was to diversify the tax base and reduce residential burden, which had been materialized.

9. CITY MANAGER’S REPORT

A. Present information regarding the City's Board, Committees and Commissions volunteer opportunities and information.

City Manager Morad Kabiri provided all non-advisory and advisory boards in Friendswood as follows:

NON-ADVISORY	ADVISORY
Construction Board of Adjustment	Animal Shelter Advisory Committee
Planning & Zoning Commission	Capital Improvements Advisory Committee
Zoning Board of Adjustment	Community & Economic Development Committee
	Charter Review Committee
	Fourth of July Steering Committee
	Investment Committee
	Keep Friendswood Beautiful
	Library Board
	Senior Citizens Advisory Committee

He explained non-advisory boards are required by law while advisory boards make recommendations to Council. The City Secretary’s Office compiled a guide that was made available to the audience via a QR code. Mr. Kabiri relayed that the city would continue promoting volunteer sign-ups monthly. He called it “a fantastic way to engage and learn more about the City of Friendswood.”

B. Receive an update regarding the Friendswood Public Library Summer Reading Program.

City Manager Morad Kabiri reported that the Library’s 2025 Summer Reading Program concluded. He presented the following numbers and commended Library Director Karen Hart and her staff.

PROGRAM	CHILDREN/YOUNG ADULT	ADULT
Number of Programs	239	60
Number of Attendees	9,026	393
Reading Challenge Participants	1,249	179
Minutes Read	818,461	N/A

Badges Completed	N/A	1,040
Booked Checked Out	35,492	N/A
Teen Volunteer/Hours Earned	231	N/A

C. Highlight the upcoming National Night Out on October 7, 2025.

City Manager Morad Kabiri reminded everyone that National Night Out would take place October 7, 2025, across several neighborhoods and homeowner associations (HOAs). Friendswood Police, EMS, and Fire personnel would be attending alongside several council members. He noted the City will be collecting donations for Sleep Fit Kits to support local teens experiencing homelessness.

10. BUSINESS ITEMS

A. Consider adding additional positions to the 2026 Bond Election Ad Hoc Committee and confirming the appointments to the new positions.

City Manager Morad Kabiri recalled that last month the Council appointed 32 members to the 2026 Bond Election Ad Hoc Committee but had 3 pending background checks. Since all individuals successfully passed their background investigations, Council could now move to expand the committee by 3 positions.

A motion was made by Councilmember Sally Branson and seconded by Councilmember Trish Hanks to approve adding additional positions to the 2026 Bond Election Ad Hoc Committee and confirming the appointments to the new positions, related to Item 10.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Robert J. Griffon and Councilmember Michael P. Ross

Nays: None

Absent: Mayor Pro Tem John Ellisor

The item passed unanimously.

11. PROPOSED ORDINANCES & RESOLUTIONS

A. Consider on first reading an ordinance amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 1 "Generally," Section 2-21 "Definitions" and Division 10 "Planning and Zoning Commission," Section 2-73 "Powers and duties" of the Friendswood City Code and amending Chapter 2 "Administration," Article II "Boards, Committees and Commissions" of the Friendswood City Code to add a new division to be numbered and entitled Division 2.5 "Capital Improvements Advisory Committee" to establish a new committee to perform the duties and functions conferred on such a committee by Chapter 395 of the Texas Local Government Code; and amending Chapter 70 "Streets, Sidewalks, and other Public Places," Article III "Construction," Section 70-64 "Sidewalks required" to refine the duties of the Planning and Zoning Commission with respect to sidewalks by removing the sidewalk installation fund.

City Manager Morad Kabiri relayed the 2025 Legislative Session changed the rules with respect to impact fees. Historically, the advisory committee has been the Planning and Zoning Commission (“P&Z”), but the state enacted a law that says P&Z cannot serve in that capacity. In addition, the city will have to establish another board made up of a majority of developers and real estate professionals. Staff will present to Council at a future date, provided this ordinance passes, a slate of individuals to serve as the Capital Improvements Advisory Committee (CIAC). They will be responsible for reviewing the City’s land use assumptions and impact fees on a five-year basis, according to Chapter 395.

Mr. Kabiri added the last component of this ordinance is the Sidewalk Installation Fund. Over a year ago, staff reported in the decade-plus since its creation that the fund had raised just over \$20,000 from commercial properties that chose to pay in lieu of installing sidewalks during development. He admitted it was “short-sighted” to think those funds would be sufficient to build sidewalks in the future. As a result, staff had returned to Council to request depleting the account to complete sidewalk construction. About \$6,500 remain, and the City is no longer collecting new infusions into the fund.

Councilmember Ross asked whether the new CIAC members must be residents of Friendswood. Mr. Kabiri confirmed they will. As impact fees needed to be looked into every five years, Mayor Foreman asked if there was an impetus to get the committee started now. Mr. Kabiri explained that the new law requires the committee to meet annually and receive reports on impact fee collections. Councilmember Griffon expressed reluctance to form yet another advisory committee and asked if Council could serve in that role. City Attorney Karen Horner explained the new law requires them to establish this committee and that the committee cannot be composed of anyone that is already a public official.

A motion was made by Councilmember Joe Matranga and seconded by Councilmember Trish Hanks to approve the first reading of a Proposed Ordinance, as submitted and related to Item 11.A. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Robert J. Griffon, and Councilmember Michael P. Ross

Nays: None

Absent: Mayor Pro Tem John Ellisor

The item passed unanimously.

PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 1 "GENERALLY," SECTION 2-21 "DEFINITIONS" AND DIVISION 10 "PLANNING AND ZONING COMMISSION," SECTION 2-73 "POWERS AND DUTIES" OF THE FRIENDSWOOD CITY CODE; AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES AND COMMISSIONS" OF THE FRIENDSWOOD CITY CODE TO ADD A NEW DIVISION TO BE NUMBERED AND ENTITLED DIVISION 2.5 "CAPITAL IMPROVEMENTS ADVISORY COMMITTEE TO ESTABLISH A NEW ADVISORY COMMITTEE TO PERFORM THE DUTIES AND FUNCTIONS AS CONFERRED ON

SUCH A COMMITTEE BY CHAPTER 395 OF THE TEXAS GOVERNMENT CODE; AMENDING CHAPTER 70 "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES," ARTICLE III "CONSTRUCTION," SECTION 70-64 "SIDEWALKS REQUIRED" OF THE FRIENDSWOOD CITY CODE TO REFINE THE DUTIES OF THE PLANNING AND ZONING COMMISSION WITH RESPECT TO SIDEWALKS BY REMOVING THE SIDEWALK INSTALLATION FUND; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

12. CONSENT AGENDA

A motion was made by Councilmember Sally Branson and seconded by Councilmember Trish Hanks to approve Consent Agenda Items 12.A. through 12.Q., with the exception of Items 12.C. and 12.D. that were pulled for discussion. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: None

Absent: Mayor Pro Tem John Ellisor

The Consent Agenda passed.

- A. Consider a resolution designating Sally Branson as representative and Mike Foreman as alternate to the Houston-Galveston Area Council 2026 General Assembly and Board of Directors.**

RESOLUTION NO. R2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, DESIGNATING THE CITY OF FRIENDSWOOD'S REPRESENTATIVE AND ALTERNATE TO THE GENERAL ASSEMBLY OF THE HOUSTONGALVESTON AREA COUNCIL FOR THE YEAR 2026; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- B. Consider a resolution casting the City Council's vote for Sally Branson as the Region 14 Director of the Texas Municipal League's Board of Directors.**

RESOLUTION NO. R2025-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, CASTING THE CITY OF FRIENDSWOOD'S VOTE FOR SALLY BRANSON AS THE TEXAS MUNICIPAL LEAGUE REGION 14 DIRECTOR; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- C. Consider authorizing an Economic Development Contract with Bay Area Houston Economic Partnership.**

City Manager Morad Kabiri relayed the item concerned the City’s annual membership renewal with Bay Area Houston Economic Partnership (BAHEP). He noted BAHEP President Brian Friedman had earlier described the organization’s benefits and regional collaboration efforts in the public comments item.

Councilmember Griffon requested a workshop to review all city memberships and their costs. He pointed out that \$17,000 annually—\$51,000 over three years—is a significant commitment. He preferred prioritizing local needs, like the Historical Society, Keep Friendswood Beautiful, and the Senior Activity Center. Mayor Foreman expressed strong support for renewing the contract and emphasized that Friendswood benefits from regional collaboration. Councilmember Branson also voiced support for BAHEP. She understood the point about local funding but acknowledged the benefit of the collaboration.

Councilmember Hanks agreed with Councilmember Griffon on holding a workshop to discuss what they supported. She noted this was less than 1% of their budget but agreed the City should review and potentially increase support for local programs. Councilmember Ross supported having a workshop to review their memberships. He expressed uncertainty in BAHEP representing Friendswood while also representing multiple other cities. He did not feel educated enough to vote positive at this time.

A motion was made by Mayor Mike Foreman and seconded by Councilmember Trish Hanks to approve authorizing an Economic Development Contract with Bay Area Houston Economic Partnership, as submitted and related to Item 12.C. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Sally Branson, Councilmember Trish Hanks, and Councilmember Joe Matranga

Nays: Councilmember Robert J. Griffon and Councilmember Michael P. Ross

Absent: Mayor Pro Tem John Ellisor

The item passed 4 to 2.

D. Consider authorizing an interlocal agreement with the Harris-Galveston Subsidence District to participate in the Water Conservation School Program, H2O Lab for 2025-2026.

City Manager Morad Kabiri explained in the 1980s and 1990s the state legislature created the Harris-Galveston Subsidence District and stipulated that any entity within those boundaries is required to use surface water for the majority of their water usage. As such, if the city exceeds the usage of groundwater threshold allotted, they have to pay a disincentive fee of \$12 per thousand gallons. By hosting these educational programs throughout the community, the city receives credits that protects them from the penalties. Councilmember Griffon said the interlocal agreement was fine but opposed the water conservation education program. Councilmember Matranga noted that credits are a “sort of insurance policy” against future penalties or emergencies. Nonetheless, Councilmember Griffon affirmed his opposition.

A motion was made by Councilmember Joe Matranga and seconded by Councilmember Trish Hanks to approve authorizing an interlocal agreement with the Harris-Galveston Subsidence District to participate in the Water Conservation School Program, H2O Lab for 2025-2026, as submitted and related to Item 12.D. The vote was the following:

Ayes: Mayor Mike Foreman, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Michael P. Ross

Nays: Councilmember Robert J. Griffon

Absent: Mayor Pro Tem John Ellisor

The item passed unanimously

- E. Consider authorizing a contract with Galveston County Health District for Water Pollution and Abatement Services for 2025-2026.**
- F. Consider authorizing the Fourth Amendment with Garver, LLC, for the Clear Creek Crossing Project and the New GST and Pump Improvements at SWP 1.**
- G. Consider authorizing a Letter Agreement with STV, Inc., for traffic data collection to support a city-wide traffic study update.**
- H. Consider accepting the Deepwood Flood Control Project and authorizing the commencement of the contractor's one-year maintenance period.**
- I. Consider accepting the FM 518 Illumination Installation Project and authorizing the commencement of the contractor's one-year maintenance period, subject to the approval by the Friendswood Downtown Economic Development Corporation.**
- J. Consider authorizing the purchase of Nutanix Turnkey Solutions mobile data terminal hardware and software, including related licenses and subscriptions from Freeit Data Solutions, Inc. for the Friendswood Police Department under DIR Contract No. DIR-CPO-5688.**
- K. Consider reappointing (i) Allan Rasmussen and (ii) Robert Bozka to the Investment Committee for a three-year term beginning November 1, 2025, and ending October 31, 2028.**
- L. Consider appointing (i) Patricia Steinke, (ii) Jeff Smith, (iii) Vijay Mahal, (iv) Shawn Potter, (v) Ted Clements, (vi) Benette Rowley, and (vii) Melissa Kirk to the Keep Friendswood Beautiful Committee for a three-year term, beginning November 1, 2025, and ending October 31, 2028.**
- M. Consider appointing (i) Doris Ann Ochoa, (ii) Martha Cotton, (iii) Christine King, and (iv) Evelyn Farias-Elsner to the Senior Citizens Advisory Committee for a three-year term beginning November 1, 2025, and ending on October 31, 2028.**
- N. Consider appointing (i) Thomas McDonald, (ii) Anthony Scarpa, (iii) Michelle Bjacek, (iv) Christine Scarpa, and (v) Stefanie Karacostas to the Fourth of July Steering Committee for a three-year term beginning November 1, 2025, and ending on October 31, 2028.**
- O. Consider approving the ad valorem tax report for August 2025.**

P. Consider approving the minutes of the City Council Special Meeting held on August 25, 2025.

Q. Consider approving the minutes of the City Council Regular Meeting held on September 8, 2025.

13. ADJOURNMENT

With there being no further business, Mayor Foreman adjourned the October 6, 2025, City Council Regular Meeting at 7:21 P.M.

Mike Foreman, Mayor

Attest:

Raquel Martinez, TRMC, City Secretary