



**CITY COUNCIL REGULAR MEETING  
MONDAY, DECEMBER 1, 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 FOR DAY**

- A. Consider a proclamation declaring December 1, 2025, as Cline Elementary School Day in the City of Friendswood, Texas.

**5. 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.

**6. 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.

**7. SPECIAL RECOGNITION AND ACKNOWLEDGMENTS**

- A. Present the City of Friendswood Five Star Spirit Award for the Third Quarter of 2025 to Ashley Huynh, the Animal Services Supervisor in the Police Department.

**8. WORK SESSION TOPICS**

- A. Discuss various service contracts, into which the City has routinely entered with non-profit and other governmental entities, in which the City pays to secure specific services furthering a public purpose.

**9. CITY MANAGER'S REPORT**

- A. Present an update regarding the Christmas Lighted Parade to be held on Saturday, December 13, 2025, at 6:00 p.m.
- B. Present an update regarding the Santa in the Park event to be held on Saturday, December 13, 2025, from 3:00 p.m. to 8:00 p.m.
- C. Present an update on the Friendswood Annual Blue Santa Program.
- D. Present an update regarding Council candidate application and packet.

- E. Recognize Assistant City Manager Katina Hampton for her completion of the 2025 Class of the Texas Women's Leadership Institute Program.
- F. Recognize Captain Stacy Kohn for being honored as a 2025 American Ambulance Association Star of Life recipient.
- G. Recognize Officer Shelby Smith for being the first Friendswood Police Cadet to attend the Pearland Police Academy and earned the honor of Valedictorian.
- H. Recognize the Friendswood Police Department for being awarded grant funding through the Office of the Governor's for the Comprehensive Crime Victim Assistance Program for the 26th consecutive year.

**10. BUSINESS ITEMS**

- A. Consider approving a city-wide branding guide with accompanying Logo and AI policies.

**11. PROPOSED ADOPTION AND UPDATES TO INTERNATIONAL BUILDING AND FIRE CODES**

- A. Conduct a public hearing concerning the adoption of local amendments to the 2024 International Building Code (IBC) and the 2024 International Residential Code for One- and Two-Family Dwellings (IRC).
- B. Consider on first reading an ordinance amending (i) Chapter 2 "Administration, Article II "Boards, Committees, and Commissions," Division 1 "Generally," Section 2-21 "Definitions" and Division 5 "Construction Board of Adjustment and Appeals," Section 2-46 "Created; membership" and Section 2-48 "Powers and duties" and Division 12 "Zoning Board of Adjustment," Section 2-83 "Powers and duties" of the Friendswood City Code; (ii) Chapter 14 "Building and Building Regulations" of the Friendswood City Code; and (iii) Chapter 30 "Fire Protection and Prevention," Article III "Fire Codes," Division 2 "International Fire Code," Section 30-84 "International fire code adopted; amendments" and Division 3 "Life Safety Code," Section 30-119 "Appeals" of the Friendswood City Code to update the name of the Construction Board of Adjustment and Appeals and the duties of such board as well as the duties of the Zoning Board of Adjustment and to adopt the 2024 International Code Council Model Construction Codes, the 2023 National Electrical Code, and local amendments thereto.

**12. PROPOSED ORDINANCES & RESOLUTIONS**

- A. Consider on second and final 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 second and final 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 an ordinance repealing Chapter 70 "Streets, Sidewalks, and Other Public Places," Article III "Construction," Section 70-74 "Duties of abutting property owners; failure of property owners to have work done" and Section 70-75 "Altering lines or grades when putting down permanent street pavement" in their entireties to eliminate certain property owner responsibilities and to conform the Friendswood City Code to current practices and amending Chapter 70 "Streets, Sidewalks, and Other Public Places," Article III "Construction," Section 70-81 "Extending into Street" of the Friendswood City Code to differentiate between the permitted height of plants, trees and branches in and over public streets from those over pedestrian areas within public rights-of-way.

- D. Consider an ordinance amending the City's General Budget for Fiscal Year 2025-2026 by approving "Budget Amendment II" and providing for supplemental appropriation and/or transfer of certain funds.
- E. Consider a resolution authorizing the City Manager to execute a finance contract with Government Capital Corporation for the financing of a ladder truck for Friendswood Volunteer Fire Department, Inc.
- F. Consider a resolution to consider authorizing the City Manager to execute a five-year Municipal Lease-Purchase Agreement with Motorola Solutions, Inc. for the purchase and installation of AXS Dispatch Console equipment and APX N70 portable radios to replace end-of-service life radios and console systems in the Friendswood Police Department.
- G. Consider a resolution casting its votes in the election of members of the Board of Directors of the Galveston Central Appraisal District (GCAD) for 2026.

### **13. CONSENT AGENDA**

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

- A. Consider a resolution verifying the percentage of completion of cybersecurity training and ratifying the City Manager's submission of all documentation required by Section 2054.5191 of the Texas Government Code.
- B. Consider a resolution suspending the December 19, 2025, effective date of Texas-New Mexico Power Company's requested rate change; approving the cooperation with other TNMP Cities to evaluate the filing to determine whether the filing complies with law and to determine the appropriate course of action; hiring Lloyd Gosselink attorneys and consulting services to negotiate with TNMP and direct any necessary litigation and appeals.
- C. Consider authorizing a Joint Participation Interlocal Agreement with Harris County for the design and construction of a new traffic signal at the intersection of Grissom Road and Bay Area Boulevard.
- D. Consider authorizing a License Agreement with Friendswood Bristol, Ltd., for the installation and maintenance of a sixty-inch (60") storm sewer line and a six inch (6") utility sleeve for telecommunication services within a portion of the Chelsea Line right-of-way.
- E. Consider accepting the Castle Biosciences Infrastructure Improvements Project and authorizing the commencement of the contractor's one-year maintenance period.
- F. Consider approving the Memorandum of Understanding with the Texas Division of Emergency Management (TDEM), a member of the Texas A&M University System and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams.
- G. Consider ratifying the City Manager's signature on the Pension System Contract Amendment with the Texas Emergency Services Retirement System and the Friendswood Volunteer Fire Department to increase the monthly contribution rate for the Department's pension.
- H. Consider approval of the disposal of four (4) Police Department vehicles through EBlock – Houston.
- I. Consider appointing the members of the City Council as members of the Board of Directors of Reinvestment Zone Number One, City of Friendswood and receive an update concerning the 2025 ad valorem taxes/assessments due for properties within such zone.
- J. Consider approving the ad valorem tax report for October 2025.
- K. Consider approving the minutes of the City Council Regular Meeting held on November 3, 2025.

**14. ADJOURNMENT**

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

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

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
<b>Tax on Median-Valued Homestead</b>	<b>\$ 1,902.10</b>	<b>\$1,924.86</b>	<b>\$1,974.80</b>

*Raquel Martinez*



**Posted by: Raquel Martinez, TRMC, City Secretary**  
 Posted in compliance with the Open Meetings Act on this 21<sup>st</sup> day of November, 2025, at 5:00 p.m.

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 08/28/2025

Prepared by: Linda Newsted, Deputy City Secretary

Subject: Consider a proclamation declaring December 2, 2025, as Cline Elementary School Day in the City of Friendswood, Texas.

Originating Department: City Secretary

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The City of Friendswood's Kids' Council for a Day (the "Kids' Council") allows students to step up to the dais to replace the council and staff in order to take part in a mock governance simulation. This item will allow the selected second-grade students from Cline Elementary to participate in the Kid's Council in order to declare December 2, 2025, as Cline Elementary School Day in the City of Friendswood, Texas.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Proclamation - Cline Elementary Day

City of Friendswood  
Office of the Mayor



**PROCLAMATION**

I, Mike Foreman, by virtue of the authority vested in me as Mayor of the City of Friendswood, do hereby proclaim December 2, 2025, as

**CLINE ELEMENTARY DAY**

**WHEREAS**, Cline Elementary takes pride in its excellent teachers, support staff and parent volunteers who make up its learning community, which celebrates each child's unique gifts; and

**WHEREAS**, at Cline Elementary, the learning community believes that Music, Art, Physical Education, Library, Technology, and Character Development are integral in developing the whole child; and

**WHEREAS**, education is the key to a successful life, and the staff at Cline Elementary is dedicated to providing the children of Cline Elementary with a quality education in a safe environment; and

**WHEREAS**, the children at Cline Elementary are engaged learners and Bucket Fillers;

**NOW, THEREFORE**, I, Mike Foreman, the Mayor of the City of Friendswood, do hereby proclaim December 2, 2025, as

**CLINE ELEMENTARY DAY**

in the City of Friendswood, Texas.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the City of Friendswood, this 2<sup>nd</sup> day of December, 2025.

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Mike Foreman, Mayor

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/04/2025

Prepared by: Glenda Faulkner, Director of Communications

Subject: Present the City of Friendswood Five Star Spirit Award for the Third Quarter of 2025 to Ashley Huynh, the Animal Services Supervisor in the Police Department.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The City received two recommendations for Ashley's nomination from a resident as well a volunteer. The first was a resident's positive experience with Animal Services staff while dealing with a possum. The resident complimented the Ashley's the quick, animal pickup and was impressed by the officer's attention to detail, noting that she "neatly folded a tarp and placed it on the porch rather than just leaving it, a small action that spoke volumes about her professionalism and dedication."

The second was from someone who has been a volunteer with Animal Services since 2020 and commends Ashley for her visionary, action-oriented leadership at Friendswood Animal Control and for transforming the shelter into a "collaborative community partner."

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

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 10/06/2025

Prepared by: Karen Horner, City Attorney

Subject: Discuss various service contracts, into which the City has routinely entered with non-profit and other governmental entities, in which the City pays to secure specific services furthering a public purpose.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The City has routinely entered into contracts with various non-profit entities to receive specific services. Under such contracts, the City receives adequate consideration and assurances that the public purpose will be accomplished. Such entities include, but are not limited to, the following:

1. Bay Area Houston Economic Development Partnership,
2. Friendswood Chamber of Commerce,
3. Harris-Galveston Subsidence District,
4. Galveston County Health District,
5. Friendswood Historical Society,
6. Friends of Downtown Friendswood Association, and
7. Friends of the Library.

At the October Council meeting, several members of the City Council expressed an interest at looking at all of these expenditures to evaluate the services received and the compensation paid.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. 2022 12 08 Chamber of Commerce 2022-23 Services Contract
2. 2024 10 03 Friends of the Library Agreement
3. 2025 03 04 Friendswood Historical Society - Contract for Maintenance and Preservation of Historical Sites
4. 2025 10 07 BAHEP Economic Development Contract FY2026 - FY2028
5. City of Friendswood Partnerships Analysis - UPDATED

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/03/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update regarding the Christmas Lighted Parade to be held on Saturday, December 13, 2025, at 6:00 p.m.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This year's Friendswood Chamber of Commerce Christmas Lighted Parade, "Home for the Holidays," will be held on Saturday, December 13, 2025, beginning at 6:00 p.m. This year the parade has a new parade lineup location and will begin at East Heritage Drive by First Baptist - Friendswood Church. The parade will then turn onto South Friendswood Dr. (FM 518) and will end at Stevenson Park for the Santa in the Park activities.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/03/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update regarding the Santa in the Park event to be held on Saturday, December 13, 2025, from 3:00 p.m. to 8:00 p.m.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The City of Friendswood and Keep Friendswood Beautiful's annual Santa in the Park event is scheduled for Saturday, December 13, 2025, from 3:00 p.m. to 8:00 p.m. in Stevenson Park. This year's event will bring all the festive Friendswood favorites: photos with Santa, food and craft vendors, the snow slide, children's attractions, and of course, the Friendswood Chamber's Lighted Christmas Parade. The night wraps up with fireworks and a FHS Wranglerettes performance for the annual tree lighting ceremony—beneath our very own 40-foot walk-thru Christmas tree, purchased by the Friendswood Downtown Economic Development Corporation.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/06/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Present an update on the Friendswood Annual Blue Santa Program.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The Friendswood Police Department has once again launched the annual Blue Santa Program to assist local families in need during the holiday season. Through generous community donations of toys, Blue Santa helps ensure that children in Friendswood experience a joyful Christmas. Officers and volunteers work together to collect, organize, and deliver gifts directly to families identified through local schools and community referrals. The program continues to highlight the strong partnership between the Police Department and the community, reflecting Friendswood's tradition of compassion and service. Toy donations will continue through December 19.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/06/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Assistant City Manager Katina Hampton for her completion of the 2025 Class of the Texas Women's Leadership Institute Program.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The Texas Chapter of Women Leading Government (WLG) hosted a sixth class of the Texas Women's Leadership Institute beginning in 2025. The class was limited to 20 women who desired to become city managers. The Institute offered five sessions over the course of the year and covered essential topics for becoming an effective city manager, as well as exploring successful leadership techniques. The sessions included tours of city facilities and brought in Texas experts to discuss professional topics and personal development. Typical sessions covered municipal bonds, economic development, communications, negotiating, Council relations, public safety and leadership. The Institute Sessions were held around the State of Texas. This Institute offers a laser-focused approach to increasing women in the city management pipeline and is sponsored by the Texas City Management Association.

Congratulations to Katina for completing such an accomplished program and for her continued eagerness to grow professionally!

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/06/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Captain Stacy Kohn for being honored as a 2025 American Ambulance Association Star of Life recipient.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

Friendswood EMS is proud to announce that Captain **Stacy Kohn** has been recognized as a **Star of Life** by the American Ambulance Association for her exceptional leadership, dedication, and lifelong commitment to emergency medical services.

Captain Kohn's EMS journey began as a student in the **Friendswood High School HOSA EMT program**. She later joined Friendswood EMS as a volunteer before transitioning into a full-time career. Through her professionalism, compassion, and strong work ethic, she steadily rose through the ranks to her current role as **Captain and Shift Commander**.

Throughout her career, Captain Kohn has demonstrated remarkable composure and leadership during large-scale emergencies. She has served as lead officer during several major incidents that impacted the region, including:

- **Hurricane Harvey**
- **Winter Storm Uri**
- **Hurricane Beryl**

During each of these critical events, her steady guidance and sound decision-making helped ensure the safety of both patients and EMS personnel.

Beyond her operational responsibilities, Captain Kohn manages all medical supply operations for the department and frequently assists with special projects and key organizational initiatives. She is also a passionate advocate for professional growth and continuing education, having developed and sustained a strong EMS continuing education program that elevates clinical excellence across the organization. As a mentor, she encourages those around her to pursue higher standards and continuous improvement.

Her advocacy and outreach extend beyond Friendswood, as she proudly represents the Texas EMS community at public education events and professional engagements, always upholding the mission and values of Friendswood EMS.

Captain Stacy Kohn was recognized at the American Ambulance Association Star of Life Conference Awards Banquet on November 4, 2025, held at the Hyatt Regency on Capitol Hill in Washington, D.C. Friendswood EMS congratulates Captain Kohn on this distinguished honor and expresses its deepest appreciation for her service and contributions to the community!

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. Kohn Star of Life 2025
2. Press Release Kohn Star of Life 2025



SENATOR  
**John Cornyn**  
Texas  
SH157



City of Friendswood  
Office of Emergency Services  
Emergency Medical Service



**FOR IMMEDIATE RELEASE**  
**Friendswood Emergency Medical Services**

## **Captain Stacy Kohn Honored as 2025 American Ambulance Association Star of Life**

Friendswood, Texas — Friendswood EMS is proud to announce that Captain **Stacy Kohn** has been recognized as a **Star of Life** by the American Ambulance Association for her exceptional leadership, dedication, and lifelong commitment to emergency medical services.

Captain Kohn’s EMS journey began as a student in the **Friendswood High School HOSA EMT program**. She later joined Friendswood EMS as a volunteer before transitioning into a full-time career. Through her professionalism, compassion, and strong work ethic, she steadily rose through the ranks to her current role as **Captain and Shift Commander**.

Throughout her career, Captain Kohn has demonstrated remarkable composure and leadership during large-scale emergencies. She has served as lead officer during several major incidents that impacted the region, including:

- **Hurricane Harvey**
- **Winter Storm Uri**
- **Hurricane Beryl**

During each of these critical events, her steady guidance and sound decision-making helped ensure the safety of both patients and EMS personnel.

Beyond her operational responsibilities, Captain Kohn manages all medical supply operations for the department and frequently assists with special projects and key organizational initiatives. She is also a passionate advocate for professional growth and continuing education, having developed and sustained a strong EMS continuing education program that elevates clinical excellence across the organization. As a mentor, she encourages those around her to pursue higher standards and continuous improvement.

Her advocacy and outreach extend beyond Friendswood, as she proudly represents the Texas EMS community at public education events and professional engagements, always upholding the mission and values of Friendswood EMS.

**“Captain Kohn embodies the very best of EMS,” said Lisa Camp, EMS Chief for the City of Friendswood. “Her leadership, compassion, and unwavering commitment to patient care make her a role model for our profession. We are incredibly proud of her accomplishments and deeply honored to have her representing Friendswood EMS on the national stage.”**



City of Friendswood  
Office of Emergency Services  
Emergency Medical Service



Captain Stacy Kohn will be recognized at the **American Ambulance Association Star of Life Conference Awards Banquet** on **November 4, 2025**, held at the **Hyatt Regency on Capitol Hill** in **Washington, D.C.**

Friendswood EMS congratulates Captain Kohn on this distinguished honor and expresses its deepest appreciation for her service and contributions to the community.

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/06/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize Officer Shelby Smith for being the first Friendswood Police Cadet to attend the Pearland Police Academy and earned the honor of Valedictorian.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

We are proud to recognize Officer Shelby Smith as the first Friendswood Police Cadet to attend the Pearland Police Academy. Officer Smith distinguished herself as the Valedictorian of Cadet Class #6 at the Pearland Police Academy, earning a remarkable 97.46 grade point average and finishing first out of 18 cadets. In addition to her academic excellence, she also demonstrated exceptional physical ability, setting two female athletic records for the Academy in the 2000-meter row and pull-ups.

Officer Smith graduated from Lutheran South Academy and received a softball scholarship to Seton Hall University, where she earned a Bachelor's Degree in Management and Entrepreneurship before continuing her academic and athletic career at the University of Houston, where she earned her Master's Degree in Management and Leadership. She is now in the Field Training Program and assigned to the Patrol Division.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/06/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Recognize the Friendswood Police Department for being awarded grant funding through the Office of the Governor's for the Comprehensive Crime Victim Assistance Program for the 26th consecutive year.

Originating Department: City Manager

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

For the 26th consecutive year, the Friendswood Police Department has been awarded funding through the Office of the Governor for the Comprehensive Crime Victim Assistance Program. This grant supports the department's ongoing efforts to provide essential services to victims of crime, including crisis intervention, advocacy, resource referrals, and assistance navigating the criminal justice process. The continued success of this grant reflects the department's long-standing commitment to supporting victims and ensuring they receive compassionate and timely assistance.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 10/16/2025

Prepared by: Karen Horner, City Attorney

Subject: Conduct a public hearing concerning the adoption of local amendments to the 2024 International Building Code (IBC) and the 2024 International Residential Code for One- and Two-Family Dwellings (IRC).

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

Sections 214.212 and 214.216 of the Texas Local Government Code require the City to hold a public hearing on local amendments to the International Building Code and the International Residential Code (International Residential Code for One- and Two-Family Dwellings) before adopting the amendments. At this public hearing, the City Council will receive public input as to the proposed local amendments to these codes.

The City Council will consider final adoption of the proposed amendments at its regularly scheduled meeting to be held on January 5, 2025.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. 2025 12 01 CC PH Local Amendments to 2024 Codes (Notice\_Web)
2. DRAFT Local Amendments to IRC and IBC



## CITY OF FRIENDSWOOD

OFFICE OF THE CITY SECRETARY

### **NOTICE OF PUBLIC HEARING REGARDING CITY OF FRIENDSWOOD'S LOCAL AMENDMENTS TO THE 2024 INTERNATIONAL BUILDING CODE AND THE 2024 INTERNATIONAL RESIDENTIAL CODE**

**NOTICE** is hereby given that in accordance with Sections 214.212 and 214.216 of the Texas Local Government Code, the City Council of the City of Friendswood will hold a public hearing giving all interested parties the right to appear and express their views, both written and oral, regarding the local amendments to the 2024 International Building Code and the 2024 International Residential Code for One- and Two-Family Dwellings. The City Council will hold this public hearing at its Regular Council Meeting on **Monday, December 1, 2025**, in the Friendswood Fisd Board Room at 402 Laurel, Friendswood, TX 77546, at its meeting commencing at **5:30 P.M.**

The local amendments are available for review in the City Secretary's Office, 910 S Friendswood Drive, Friendswood, Texas 77546 during regular business hours or on the City's website at <https://www.ci.friendswood.tx.us/366/Zone-Change-Information>. For questions regarding the details of the local amendments and the 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* 

Raquel Martinez, TRMC, City Secretary

Posted on: Tuesday, November 18, 2025

Posting time: 12:00 P.M.

**DRAFT ORDINANCE**

PROPOSED LOCAL AMENDMENTS TO THE  
INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLING  
UNITS (IRC)

AND

INTERNATIONAL BUILDING CODE (IBC)

## ARTICLE IX. RESIDENTIAL CODE

### Sec. 14-23. International Residential Code for One- and Two-Family Dwellings adopted.

- (a) *Code adopted.* The provisions of the International Residential Code for One- and Two-Family Dwellings, 2024 Edition, including:
- (1) Appendix CA – Sizing and Capacities of Gas Piping,
  - (2) Appendix CB – Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use with Type B Vents,
  - (3) Appendix CD – Piping Standards for Various Applications,
  - (4) Appendix CE – Venting Methods, and
  - (5) Appendix CF – Sizing of Water Piping System,
- with the specific local amendments and additions set forth in this chapter, are hereby adopted.
- (b) *Code reference.* In this chapter, the 2024 International Residential Code for One- and Two-Family Dwellings shall be referred to as the "Residential Building Code," and the Residential Building Code shall establish regulations affecting or relating to structures, processes, premises, and safeguards.
- (c) *Code access.* A copy of the Residential Building Code shall be placed at the Friendswood Public Library and on file with the building official.

### Sec. 14-24. Amendments to International Residential Code for One- and Two-Family Dwellings.

The 2024 Edition of the International Residential Code for One- and Two-Family Dwellings, as adopted in section 14-23, is hereby amended as follows:

- (1) *Section R101 "Scope and Administration."* The Residential Building Code, Subsection R101.1 is hereby amended to read as follows:  
  
**R101.1. Title.** These regulations shall be known as the Residential Building Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."
- (2) *Section R103 "Code Compliance Agency."* The Residential Building Code, Section 103 "Code Compliance Agency" is hereby amended to read as follows:

**R103.1. Creation of Enforcement Agency.** The building and inspections division within the community development department shall be responsible for the implementation, administration, and enforcement of the provisions of this code. The building official shall be the official in charge of the building and inspections division.

**R103.2. Appointment.** The building official shall be appointed by the city manager.

**R103.3. Deputies.** In accordance with the prescribed procedures of the city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, other related technical officers, inspectors, and other employees. Such employees shall have powers delegated by the building official.

- (3) *Section R109 "Inspections."* The Residential Building Code, Subsection R109.5 is hereby added to read as follows:

**R109.5. Uncovering concealed equipment.** The building official shall have the authority to require any person to uncover any equipment which has been concealed without his knowledge or permission for which inspection is required pursuant to this code.

- (4) *Section R110 "Certificate of Occupancy."* The Residential Building Code, Subsection R110.5 is hereby added to read as follows:

**R110.5. Occupancy further defined.** For the purpose of this section, the moving of furniture or other personal property items into a property prior to issuance of a certificate of occupancy shall constitute the occupancy or use of the property.

- (5) *Section R112 "Means of appeals."* The Residential Building Code Subsection R112.1 "General" is hereby amended to read as follows:

**R112.1. General.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals in accordance with section 2-46 of this code. The construction board of appeals shall be appointed by city council and shall hold office at its pleasure. The construction board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Any reference made in this code to the board of appeals shall have the same meaning as the construction board of appeals.

- (6) *Section R113 "Violations."* The Residential Building Code, Subsection R113.4 "Violation penalties" is hereby amended to read as follows:

**R113.4. Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to punishment as provided in Section 1-14 of the Friendswood Code of Ordinances.

- (7) *Section R301. "Design Criteria."* The Residential Building Code, Subsection R301.2 "Climatic and geographic design criteria" is hereby amended as follows:

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GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY <sup>f</sup>	SUBJECT TO DAMAGE FROM			Winter Design Temp	ICE BARRIER UNDERLAYMENT REQUIRED <sup>h</sup>	FLOOD HAZARDS <sup>g</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	Speed <sup>d</sup> (mph)	Topographic effects <sup>k</sup>	Special wind region <sup>l</sup>	Windborne debris zone <sup>m</sup>		Weathering <sup>a</sup>	Frost line depth <sup>b</sup>	Termite <sup>c</sup>					
Zero	143	No	Yes	Yes	A	Negligible	12	Very Heavy	32 Degrees	No	05/04/1987 87-10 FIS 08/15/2019	9	69 degrees
Manual J Design Criteria <sup>n</sup>													
Elevation			Altitude correction factor <sup>e</sup>	Coincident wet bulb	Indoor winter design relative humidity	Indoor winter design dry-bulb temperature			Outdoor winter design dry-bulb temperature		Heating temperature		
Latitude			Daily Range	Summer design gains	Indoor summer design relative humidity	Indoor summer design dry-bulb temperature			Outdoor summer design dry-bulb temperature		Cooling temperature difference		

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- a. Weathering may require a higher strength concrete or *grade* of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from [Figure R301.2\(3\)](#). The *grade* of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.
- b. The frost line depth may require deeper footings than indicated in [Figure R403.1\(1\)](#). The *jurisdiction* shall fill in the frost line depth column with the minimum depth of footing below finish *grade*.
- c. The *jurisdiction* shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The *jurisdiction* shall fill in this part of the table with the wind speed from the basic wind speed map [[Figure R301.2\(2\)](#)]. Wind exposure category shall be determined on a site-specific basis in accordance with [Section R301.2.1.4](#).
- e. *The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.*
- f. The *jurisdiction* shall fill in this part of the table with the seismic design category determined from [Section R301.2.2.1](#).
- g. The *jurisdiction* shall fill in this part of the table with (a) the date of the *jurisdiction's* entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of the currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having *jurisdiction*, as amended.
- h. In accordance with [Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1](#), where there has been a history of local damage from the effects of ice damming, the *jurisdiction* shall fill in this part of the table with "YES." Otherwise, the *jurisdiction* shall fill in this part of the table with "NO."
- i. The *jurisdiction* shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from [Figure R403.3\(2\)](#) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- j. The *jurisdiction* shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."

- k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the *jurisdiction* shall fill in this part of the table with "YES." Otherwise, the *jurisdiction* shall indicate "NO" in this part of the table.
- l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the *jurisdiction* shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the *jurisdiction* shall indicate "NO" in this part of the table.
- m. In accordance with Section R301.2.1.2.1, the *jurisdiction* shall indicate the wind-borne debris wind zone(s). Otherwise, the *jurisdiction* shall indicate "NO" in this part of the table.
- n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
- o. The jurisdiction shall fill in this section of the allowable stress design table using the Ground Snow Loads in Figure R301.2(3).

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- (8) *Section R401 "Foundations, General."* The Residential Building Code, Subsection R401.2.1 "Foundation Designs" is hereby added to read as follows:

**401.2.1. Foundation Designs.** All foundations shall be designed by a registered professional engineer. All plans must be submitted with original wet seal stamps applied. Foundation construction shall be capable of accommodating all loads according to section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed, and tested in accordance with accepted engineering practice. Gravel fill used as footings for wood and precast concrete foundations shall comply with section R403.

- (9) *Section 2603 "Structural and piping protection."* The Residential Building Code, Subsection R2603.5.1 "Sewer Depth" is hereby amended to read as follows:

**R2603.5.1. Sewer Depth.** Building sewers, which connect to private sewage disposal systems, shall be a minimum of 12 inches below finished grade at the point of septic tank connection. Building sewers shall be installed a minimum of 12 inches below grade.

- (10) *Section R2904 "Dwelling unit automatic sprinkler systems."* The Residential Building Code, Subsection R2904.1.1 is hereby deleted, in accordance with the Texas Local Government Code, Section 250.011, "Residential Fire Protection Sprinkler Systems" and 250.012, "Residential Fire Protection Sprinkler Systems."

- (11) *Section E3601 "Services, General Services."* The Residential Building Code, Subsection E3601.6.2 is hereby amended to read as follows:

**E3601.6.2. Service disconnect location.** The service disconnecting means shall be installed at a readily accessible location outside of a building nearest the point of entrance of the service conductors. Service disconnecting means shall not be installed in bathrooms. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside.

## ARTICLE X. BUILDING CODE

### Sec. 14-25. International Building Code adopted.

- (a) *Code adopted.* The provisions of the International Building Code, 2024 Edition, including Appendix C - Group U Agricultural Buildings, with the specific local amendments and additions set forth in this chapter, are hereby adopted.
- (b) *Code reference.* In this chapter, the 2024 International Building Code shall be referred to as the "Building Code," and the Building Code shall establish regulations affecting or relating to structures, processes, premises, and safeguards.

- (c) *Code access.* A copy of the Building Code shall be placed at the Friendswood Public Library and on file with the building official.

#### **Sec. 14-26. Amendments to International Building Code.**

The 2024 Edition of the International Building Code, as adopted in section 14-25, is hereby amended as follows:

- (1) *Section 101 "Scope and Administration."* The Building Code, Subsection 101.1 "Title" is hereby amended to read as follows:

**101.1. Title.** These regulations shall be known as the Building Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

- (2) *Section 103 "Code Compliance Agency."* The Building Code, Section 103 "Code Compliance Agency" is hereby amended to read as follows:

**103.1. Creation of Enforcement Agency.** The building and inspections division within the community development department shall be responsible for the implementation, administration, and enforcement of the provisions of this code. The building official shall be the official in charge of the building and inspections Division.

**103.2. Appointment.** The building official shall be appointed by the city manager.

**103.3. Deputies.** In accordance with the prescribed procedures of the city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, other related technical officers, inspectors, and other employees. Such employees shall have powers delegated by the building official.

- (3) *Section 109 "Inspections."* The Building Code, Section 109.5 "Uncovering concealed equipment" is hereby added to read as follows:

**Section 109.5. Uncovering concealed equipment.** The building official shall have the authority to require any person to uncover any equipment which has been concealed without his knowledge or permission for which inspection is required pursuant to this code.

- (4) Section 111 "Certificate of Occupancy." The Building Code, Subsection 111.5 "Occupancy further defined" is hereby added to read as follows:

**111.5. Occupancy further defined.** For the purpose of this section, the moving of furniture or other personal property items into a property prior to issuance of a certificate of occupancy shall constitute the occupancy or use of the property.

- (5) *Section 113 "Means of appeals."* The Building Code, Subsection 113.1 "General" is hereby amended to read as follows:

**113.1. General.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals in accordance with section 2-46 of this code. The construction board of appeals shall be appointed by city council and shall hold office at its pleasure. The construction board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Any reference made in this code to the board of appeals shall have the same meaning as the construction board of appeals.

- (6) *Section 114 "Violations."* The Building Code, Section 114.4 "Violation penalties" is hereby amended to read as follows:

**114.4. Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to punishment as provided in Section 1-14 of the Friendswood Code of Ordinances.

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 10/16/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider on first reading an ordinance amending (i) Chapter 2 "Administration, Article II "Boards, Committees, and Commissions," Division 1 "Generally," Section 2-21 "Definitions" and Division 5 "Construction Board of Adjustment and Appeals," Section 2-46 "Created; membership" and Section 2-48 "Powers and duties" and Division 12 "Zoning Board of Adjustment," Section 2-83 "Powers and duties" of the Friendswood City Code; (ii) Chapter 14 "Building and Building Regulations" of the Friendswood City Code; and (iii) Chapter 30 "Fire Protection and Prevention," Article III "Fire Codes," Division 2 "International Fire Code," Section 30-84 "International fire code adopted; amendments" and Division 3 "Life Safety Code," Section 30-119 "Appeals" of the Friendswood City Code to update the name of the Construction Board of Adjustment and Appeals and the duties of such board as well as the duties of the Zoning Board of Adjustment and to adopt the 2024 International Code Council Model Construction Codes, the 2023 National Electrical Code, and local amendments thereto.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This proposed ordinance amends Chapter 2 "Administration" to change the name of the Construction Board of Adjustments and Appeals to Construction Board of Appeals and to clarify the duties of this board and the Zoning Board of Adjustments; and amending Chapter 14 "Buildings and Building Regulations," Article II "Building Code," Article IV "Plumbing Code," Article V "Mechanical Code," Article VI "Fuel Gas Code," Article "Swimming Pools and Spas," Article IX "Energy Code," Article X "Residential Code" of the Friendswood City Code and amending Chapter 30 "Fire Protection and Prevention," Article III "Fire Codes," Division 2 "International Fire Code" of the Friendswood City Code to adopt the 2024 Codes promulgated by the International Code Council. Specifically, this ordinance updates the following:

Code Adopted	Local Amendments	ICC Code	Current Edition	Proposed Edition	State Law
14-23	14-24	Building Code	2018	2024	Tex. Loc. Gov't Code. §214.216 (a)
14-389	14-389	Residential Code	2018	2024	Tex. Loc. Gov't Code §214.212(a)
14-274	14-275	Mechanical Code	2018	2024	Tex. Occ. Code §1302.303
14-299	14-300	Fuel Gas Code	2018	2024	Tex. Health & Safety Code §755.071
14-388	n/a	Energy Conservation Code	2018	2024	Tex. Health & Safety Code §388.003
14-356	14-357	Swimming Pool and Spa Code	2018	2024	Tex. Loc. Gov't Code §214.103(b)
14-252	14-253	Plumbing Code	2018	2024	Tex. Occ. Code §1301.255

Updating the City's codes to align with the latest standards from the International Code Council ensures public safety, promotes energy efficiency, supports sustainable development, and helps the City stay resilient while remaining current with evolving building technologies.

If the City Council approves this ordinance on first reading, the second and final reading of the ordinance will be on December 1 City Council meeting.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Ordinance - Adopting Updated Model Codes and Amendments
2. Building Code Changes Slides

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 5 "CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS," SECTION 2-46 "CREATED; MEMBERSHIP" AND SECTION 2-48 "POWERS AND DUTIES" AND DIVISION 12 "ZONING BOARD OF ADJUSTMENT," SECTION 2-83 "POWERS AND DUTIES" OF THE FRIENDSWOOD CITY CODE TO UPDATE THE NAME OF THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS AND THE DUTIES OF SUCH BOARD AS WELL AS THE DUTIES OF THE ZONING BOARD OF ADJUSTMENT; CHAPTER 14 "BUILDINGS AND BUILDING REGULATIONS," OF THE FRIENDSWOOD CITY CODE; AND CHAPTER 30 "FIRE PROTECTION AND PREVENTION," ARTICLE III "FIRE CODES," DIVISION 2 "INTERNATIONAL FIRE CODE," SECTION 30-84 "INTERNATIONAL FIRE CODE ADOPTED; AMENDMENTS" AND DIVISION 3 "LIFE SAFETY CODE," SECTION 30-119 "APPEALS" OF THE FRIENDSWOOD CITY CODE, TO ADOPT THE 2024 INTERNATIONAL CODES AND LOCAL AMENDMENTS THERETO; PROVIDING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR FIRE SAFETY AND PUBLIC HEALTH AND SANITATION VIOLATIONS AND A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) FOR ALL OTHER VIOLATIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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WHEREAS, the Construction Board of Adjustment and Appeals serves in a capacity more closely aligned with appeals; therefore, the Council desires to rename it as the "Construction Board of Appeals" to better reflect its duties; and

WHEREAS, the Council further finds it appropriate to update and refine the duties of both the Zoning Board of Adjustment and the Construction Board of Appeals to ensure consistency with current practices, statutory requirements, and community needs; and

WHEREAS, the City recognizes the importance of adopting updated building and safety standards to protect the health, safety, and welfare of its residents; and

WHEREAS, the International Code Council and other standard-setting organizations have published the 2024 editions of building-related codes used by the City, including the International Building Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Residential Code for One- and Two-Family Dwellings, Fire Code and Life Safety Code, as well as the 2023 edition of the National Electrical Code; and

WHEREAS, the aforementioned codes together provide comprehensive and up-to-date standards for commercial and residential construction, electrical, plumbing, mechanical, fuel gas, fire, and life safety practices; and

WHEREAS, adoption of these updated codes will promote uniformity, modern safety practices, and advanced construction standards within the City; and

WHEREAS, the Council finds that these actions are necessary and proper to safeguard the public interest and to maintain the orderly development of the City; 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 update the definition of "non-advisory board" to 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:

...

*Non-advisory board* shall mean and include a board, commission, committee, or task force established by the city, which has rulemaking or quasi-judicial power or whose decisions are typically "rubber stamped" by the city council, including the following:

- (1) Charter review committee,
- (2) Construction board of appeals,
- (3) Planning and zoning commission, and
- (4) Zoning board of adjustment.

Section 3. That Chapter 2 "Administration," Article II "Boards, Committees, and Commissions," Division 5 "Construction Board of Adjustment and Appeals" of the Friendswood City Code is hereby renamed as Division 5 "Construction Board of Appeals."

Section 4. That Chapter 2 "Administration," Article II "Boards, Committees, and Commissions," Division 5 "Construction Board of Appeals," Section 2-46 "Created; membership" of the Friendswood City Code is hereby amended to read as follows:

## CHAPTER 2. ADMINISTRATION

### ARTICLE II. BOARDS, COMMITTEES AND COMMISSIONS

#### DIVISION 5. CONSTRUCTION BOARD OF APPEALS

##### **Sec. 2-46. Created; membership.**

- (a) *Created.* The construction board of appeals is a non-advisory committee created pursuant to chapters 14 and 30 of this code and the codes adopted therein.
- (b) *Membership.* The construction board of appeals shall consist of seven residents of the city appointed by at least four members of the city council for two-year terms commencing on July 1. Membership of the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors, building industry representatives, fire protection engineering professionals, industrial safety professionals, and licensed electrical contractors. The city council may appoint alternate board members to serve in the absence of one or more regular members when requested to do so by the mayor or city manager. Alternate members, if appointed, should consist of a member at-large from the building industry and one member at-large from the public.

Section 5. That Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 5 "Construction Board of Appeals," Section 2-48 "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 5. CONSTRUCTION BOARD OF APPEALS

##### **Sec. 2-48. Powers and duties.**

- (a) *Authority.* The construction board of appeals shall have the following powers and duties:
  - (1) To hear and decide appeals of decisions and interpretations of the building official pursuant to chapter 14;

- (2) To hear and render judgement on revocation or suspension of a local license pursuant to Section 14-3 of this code;
  - (3) To hear and decide appeals of decisions and interpretations of the fire marshal pursuant to chapter 30;
  - (4) To hear and decide appeals of decisions of the fire marshal under the life safety code pursuant to section 30-119 of this code;
  - (5) To hear and render judgment on appeals and requests for variances concerning the city's flood damage prevention regulations pursuant to section 34-32 of this Code; and
  - (6) To perform other duties as may be delegated to it by the city council.
- (b) *Limitation.* In addition to limitations found elsewhere in this code, the board shall not have the authority to waive requirements of this code or any code adopted herein.

Section 6. That Chapter 2 "Administration," Article II "Boards, Committees and Commissions," Division 12 "Zoning Board of Adjustment," Section 2-83 "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 12. ZONING BOARD OF ADJUSTMENT**

**Sec. 2-83. Powers and duties.**

The zoning board of adjustment shall have the following powers and duties:

- (1) To perform the duties imposed upon the board of adjustment specified in appendix C of this code and required by V.T.C.A., Local Government Code, ch. 211;
- (2) To serve as the building and standards commission pursuant to article VII, chapter 14 of this code and V.T.C.A., Local Government Code, ch. 54, subch. C;
- (3) To hear and render judgment on requests for variances concerning the city's sign code pursuant to section 27 of Appendix A of this code; and
- (4) To hear and decide appeals of decisions of the sign administrator pursuant to section 28 of Appendix A of this code; and
- (5) To perform other duties as may be delegated to it by the city council.

Section 7. That Chapter 14 "Buildings and Building Regulations," of the Friendswood City Code is hereby amended to read as follows:

## **CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS**

### **ARTICLE I. IN GENERAL**

#### **Sec. 14-1. Administration**

- (a) Except as otherwise provided elsewhere in this code or in this chapter, an administrative official designated by the city manager shall administer and enforce the provisions of this code, including the receiving of applications, the inspection of premises, and the issuing of building permits and certificates of occupancy.
- (b) The building official shall have the power to issue, suspend or revoke building permits, certificates of occupancy, sign permits, floodplain permits, or development permits.
- (c) The city's code enforcement officers shall also have the authority to enforce the provisions of this code and all currently adopted city codes or other building or construction codes.

#### **Sec. 14-2. Compliance required.**

- (a) No person may use, occupy or develop land, buildings or other structures or authorize or permit the use, occupancy or development of land, buildings or other structures under the control of the person except in accordance with all applicable provisions of this code. For purposes of this section, the "use" or "occupancy" of a building or land relates to anything and everything that is done to, on or in that land, building, sign, or structure.
- (b) The owner of any building or land or part thereof, where anything in violation of this code is placed or used, and any architect, builder, contractor, agent or any other person employed in connection therewith, who may have assisted or contributed to the commission of any such violation, shall each be deemed guilty of a violation of this code.
- (c) The building official shall not issue a building permit or certificate of occupancy required by this code for any land located within the jurisdiction of the city to which this code applies, until and unless there is full compliance with this code and all other ordinances of the city.
- (d) Permits presuming to give authority to violate or cancel the provisions of this code or other city ordinances shall not be valid. The building official is authorized to suspend or revoke a permit issued under the provisions of this code if the permit is issued in error or on the basis of incorrect, inaccurate, or incomplete information or in violation of any ordinance, regulation, or provision of this code. Appeals related to the decision of the building official can be made in accordance with section 14-14 of this code.

- (e) The city shall not connect city water, sewer, or electricity to any property to which the provisions of this code apply, unless and until there is compliance with the provisions of this code.

## **ARTICLE II. CONTRACTOR REGISTRATION AND LICENSES**

### **Sec. 14-3. Contractor registration required.**

- (a) No person shall engage in, undertake or carry on any business in whole or in part within the city's corporate limits, consisting of or related to the demolition, repair or renovation of, or the making of improvements to, real property, including dwellings, homes, buildings, structures, or any fixtures attached thereto, without having registered with and received from the city a local license.
- (b) *Definitions.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Building contractor* means any person engaged in, undertaking, or carrying on any business consisting of or related to the demolition, repair, or renovation of any building or structure, including any fixtures attached thereto. The term "building contractor" shall be understood to include any general, electrical, mechanical, plumbing, fire, irrigation, or other contractor.

*Doing business.* Any building contractor shall be deemed to be "doing business" or engaged in business and thus subject to the requirements of this section if he has an office, agency, project site or place of business located within the city's corporate limits, or when he operates or maintains a business, either temporary, periodically, or otherwise, in the city, expressly including, but not limited to, the demolition, repair, or renovation of any building or structure, including any fixtures attached thereto.

- (c) *Registration; filing of application.* It shall be unlawful for any building contractor to do business in the city without having first registered with the city and received a local license. Registrants/applicants shall register online with the community development department. Such registration shall include the name of the building contractor, the principal office address (not a P.O. box), the name, address, phone number(s), and email address of an individual who will be available to respond to questions or complaints, proof of comprehensive general liability insurance with minimum limits of \$1,000,000.00 per occurrence, and such other information as the building official deems necessary and appropriate for the proper identification and location of such applicant/registrant. Required policies of insurance shall be issued by a carrier duly authorized to write such coverage in Texas and must also contain a completed operations endorsement. An applicant shall provide the building official with a statement describing the general nature of the business to be conducted and give true and correct information as may be called for by the city. Contractors who are registered with the city shall be required to maintain proof of insurance as described herein.

- (d) *Transfer of license.* Each license issued pursuant hereto shall be personal to the applicant/registrant, and may not be transferred to any other building contractor.
- (e) *Display of license.* A true and correct copy of each license issued hereunder shall be carried by every person operating pursuant to such license within the city and shall be exhibited to any authorized enforcement officer when requested.
- (f) *License revocation or suspension.* Each license granted under this section is a permit to engage in the business for which such license is granted while and only during such period said business is conducted in a lawful manner. The city hereby reserves the right to revoke or suspend any license which has been granted hereunder, if the licensee, or the licensee's agent or employee acting within the scope of his employment, violates this section or any other city, state, or federal law.
- (g) *Notice of license revocation or suspension.* If, after issuance of a license, the building official receives evidence that such business is not being conducted in a lawful manner, he shall give written notice thereof to the licensee, which notice shall specify the violation with which the licensee is charged.
- (h) *Appeal.* The licensee shall have the right to appeal to the construction board of appeals in accordance with section 14-14.
- (i) *Penalty for violation.* Any person who shall violate any provision of this section shall, upon conviction, be guilty of a misdemeanor punishable as provided in section 1-14 of this code.

**Sec. 14-4. State licenses required.**

- (a) *License.* No permit for electrical, plumbing, mechanical, fire-protection systems or irrigation work shall be issued unless the contractor applying for the permit holds a valid state license for that trade and is registered with the city and holds a valid local license. Evidence of the license must be submitted at the time of permit application. The contractor shall maintain the license in good standing for the duration of the permit and any inspections resulting therefrom.
- (b) *Production.* Every holder of a license issued by the state shall carry the license on their person at all times while doing work and shall produce and exhibit it when requested by a city inspector or official of the city.

**ARTICLE III. PERMITS**

**Sec. 14-5. Permits required.**

- (a) *Generally.* No person shall proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, repair, convert, extend or demolish any building or structure or cause the same to be done in the city limits without first applying for and obtaining a building permit therefor from the building official. All applications for

such permits shall be in accordance with the requirements of this chapter and the adopted building codes unless upon written order of the zoning board of adjustment. No such building permit or certificate of occupancy shall be issued for any building where such construction, addition, alteration or use thereof would be in violation of any of the provisions of this code, including the appendices.

- (b) *Submittal requirements.* Submittal requirements for all permit types are explained in detail on the city's website.
- (c) *Digital format.* The City's permit and plan review processes are completely digital. Applicants must create an account to use the public access portal to register as a contractor in accordance with article II of this chapter and to apply for permits, to print an issued permit, to request inspections, and to perform other administrative duties relating to permits and inspections.
- (d) *Approved plans or issued permit.* A copy of the "APPROVED" plans and/or the issued permit shall be kept on the job site at all times and made accessible to the administrative official, the building official, inspectors, planners, or code enforcement officers.
- (e) *Permit not transferable.* Each permit issued under the terms of this chapter shall be personal to the permittee and shall not be assigned or transferred to any other person.
- (f) *Violation.* Except as otherwise specifically provided in this division, it shall be unlawful:
  - (1) For one person to obtain a permit in the name of another person;
  - (2) For one person to do or perform any work under the permit issued to another person;  
or
  - (3) For one person to suffer, allow or permit another person to do or perform any work under the permit under such other person's name.
- (g) *Unspecified work not authorized.* No permit shall be deemed to authorize anything not stated in the application. For any misrepresentation in such application, the building official shall suspend the permit; and if such misrepresentation appears to be willful, the building official shall revoke the permit.
- (h) *Permits for partial jobs.* When one contractor completes the rough work, in whole or in part, on any permitted work and a second contractor is called upon to complete the work in whole or in part, then, in that event, a separate permit is required for which regular fees shall be paid for the work to be done.

**Sec. 14-6. Trash on construction sites.**

Trash and discarded construction materials for all construction sites shall be contained in an enclosure designed to prevent redistribution of the contents thereof by action of the wind, rain or other natural force.

**Sec. 14-7. Site drainage.**

No improvement to any lot, tract or parcel of land within the city shall be authorized until a site drainage plan for surface water drainage is submitted and approved in accordance with this section and the applicable provisions of the city's flood damage prevention regulations contained in chapter 34. No drainage plan shall be approved that provides for the drainage of surface waters onto or through adjacent properties, or which impounds or otherwise restricts natural flows, to the detriment to any adjacent or upstream property owner.

**Sec. 14-8. Restoration of property to original condition.**

If construction work on any lot, tract or parcel of land within the city is stopped or abandoned for a period of 180 days, and the extension of applicable permits is not obtained in accordance with applicable codes of the city, such construction site shall be returned to its original natural state. All partially constructed buildings, foundations, temporary utility facilities, and other associated partially constructed improvements shall be completely removed, and the site shall be cleaned of all materials, properly graded and revegetated.

**Sec. 14-9. Housekeeping practices.**

- (a) All construction sites within the city shall be maintained in such a way that no mud, dirt, trash, or debris will leave the site through wind, rain or other acts of nature. Every effort shall be made to ensure that all streets and storm inlets are protected, as well as all streams, creeks and other waterways.
- (b) All disturbed areas in front and side yards shall be sodded on lots less than one acre. Lots one acre and larger shall provide sodding throughout any ditch areas located in city rights-of-way and onto the property adjacent to the ditches at least ten feet.
- (c) Additionally, another form of revegetation acceptable to the city may be provided on the remainder of the site as long as silt fencing or other approved methods are installed to keep soils eroded from the site from entering the city's storm sewer system.

**ARTICLE IV. FEES**

**Sec. 14-10. Fees.**

- (a) *Permit fees.* Before any permit will be granted for any work, all fees, including applicable permit fees in such amounts as established in Appendix D of this code, shall be paid.

- (b) *Reinspection fees.* No fee shall be charged against the permit holder for the initial inspection; however, when work is found to be incomplete or unsatisfactory after an inspection is requested, a reinspection fee as established in Appendix D of this code shall be paid for each reinspection.
- (c) *Work without permit fees.* Fees established in Appendix D will be assessed for work started without an issued permit.
- (d) *Fee policies.* Refund policy, reissuance fees, and other applicable fees are established in Appendix D of this code.

## ARTICLE V. INSPECTIONS

### Sec. 14-11. Inspections.

- (a) *Inspector to be notified.* Upon completion of any installation of any work which has been made under a permit, it shall be the duty of the licensed contractor or his duly authorized agent making the installation to notify the community development department that the work is ready for inspection.
- (b) *Concealed work.* When any equipment is to be hidden from view by the permanent placement of parts of the building and/or equipment, the licensed contractor installing the equipment shall notify the community development department, and such equipment shall not be concealed until it has been inspected and approved by a city inspector.
- (c) *Uncovering concealed equipment.* The city inspector shall have the authority to require any person to uncover any equipment which has been concealed without his knowledge or permission for which inspection is required pursuant to this division.
- (d) *Disapproval of inspection.* If, upon inspection, installation is not found to be in full conformity with the provisions of this chapter or the adopted codes, the inspector shall issue a notice of disapproval and shall notify the licensed contractor making the installation of the defects which have been found to exist. All defective work shall be corrected and brought into conformity with the provisions of this chapter and adopted codes before any further work will be permitted within or on the building or premises and before the licensed contractor making the installation shall be allowed to perform any other work on the job.
- (e) *Responsibility for defects.* Every person licensed in conformance with this chapter shall be responsible for (i) any defect in permitted work, insofar as correction thereof is concerned, installed by him until such time as approval has been issued by the city inspector, and (ii) any and all defects that may have been concealed by such person and discovered by the city inspector after approval has been issued regarding such work. After approval of the inspected work, the person in whose name the permitted work is contracted shall be responsible for all defects caused by such person.

## ARTICLE VI. CERTIFICATES OF OCCUPANCY

### Sec. 14-12. Certificates of occupancy.

- (a) *Required.* No building or structure hereafter erected or structurally altered shall be used, occupied or changed in use until a certificate of occupancy shall have been issued by the building official stating that the building or structure and proposed use thereof complies with the provisions of this code and all other applicable ordinances and codes of the city, including payment of fees, fines, and penalties and final resolution of any outstanding complaints.
- (b) *Record of certificates.* The building official shall maintain a record of all certificates of occupancy throughout the applicable retention periods. A certificate of occupancy shall be considered evidence of the existence of a legal use or legal nonconforming use, as contrasted to an illegal use and violation of this chapter.
- (c) *Temporary certificates.* The building official may issue a temporary certificate of occupancy for the temporary use and occupancy of all of a building or a portion of a building prior to the completion and occupancy of the building, provided such temporary occupancy or use will not in any way or manner jeopardize life or property. Such temporary certificate may be issued for a period not exceeding six (6) months. Such temporary certificate shall not be construed as in any way altering the respective rights, duties, or obligations of the owners relating to the use or occupancy of the premises or in any other matter covered by this chapter, and such temporary certificate shall not be issued except under such restrictions and provisions.
- (d) *Violations not approved.* Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances.
- (e) *Document verifying certificate.* The building official shall issue a document verifying that the city has issued an original certificate of occupancy for a building if (i) the owner thereof requests such a document and (ii) the city has a record of issuing the original certificate of occupancy for the building. A document issued under this subsection may be displayed in lieu of the building's original certificate of occupancy.

## ARTICLE VII. ENFORCEMENT

### Sec. 14-13. Other remedies.

- (a) *Withhold approvals.* The city shall have the right to withhold approval of any certificate of occupancy, permit, plat, or any other authorization or approval until the applicant pays all fees, fines, and penalties that have been assessed and are due and owing to the city. The withholding of the certificate of occupancy shall carry forward with the land to any future assessors and assigns until all penalties have been addressed.

- (b) *Disconnection of utilities.* Unless otherwise prohibited by law, the city may disconnect or cause to be disconnected utility services for violations of this code.
- (c) *Remedies cumulative.* The penalties and other remedies set forth herein shall be cumulative of other remedies provided by state law, and the power of injunction may be exercised in enforcing this code whether or not there has been a criminal complaint filed.

## ARTICLE VIII. APPEALS

### **Sec. 14-14. Construction board of appeals.**

- (a) *Appeals.* All appeals to the construction board of appeals shall be perfected by a request in writing to the building official for a hearing, in which the following information shall be contained:
  - (1) Name, address, phone number, and primary e-mail address of the person making the appeal;
  - (2) Facts surrounding the particular ruling or refusal to make a ruling;
  - (3) The ruling, if any, of the building official or inspector; and
  - (4) Detailed reasons why such ruling should be set aside, or if a ruling was refused, why such ruling should be made.
- (b) *Timeliness.* Appeals must be perfected within twenty (20) days after the decision of the building official is rendered.
- (c) *Basis of appeal.* An application for appeal shall be based on a claim that the true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of the code do not fully apply, or an equally good or better form of construction is proposed.
- (d) *Effect of an appeal.* During the pendency of any appeal to the construction board of appeals, the ruling of the building official shall be in full force and effect.
- (e) *Action after an appeal.* The building official shall take prompt action in accordance with the decision of the construction board of appeals.

## ARTICLE IX. RESIDENTIAL CODE

### **Sec. 14-23. International Residential Code for One- and Two-Family Dwellings adopted.**

- (a) *Code adopted.* The provisions of the International Residential Code for One- and Two-Family Dwellings, 2024 Edition, including:

- (1) Appendix CA – Sizing and Capacities of Gas Piping,
- (2) Appendix CB – Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use with Type B Vents,
- (3) Appendix CD – Piping Standards for Various Applications,
- (4) Appendix CE – Venting Methods, and
- (5) Appendix CF – Sizing of Water Piping System,

with the specific local amendments and additions set forth in this chapter, are hereby adopted.

- (b) *Code reference.* In this chapter, the 2024 International Residential Code for One- and Two-Family Dwellings shall be referred to as the "Residential Building Code," and the Residential Building Code shall establish regulations affecting or relating to structures, processes, premises, and safeguards.
- (c) *Code access.* A copy of the Residential Building Code shall be placed at the Friendswood Public Library and on file with the building official.

**Sec. 14-24. Amendments to International Residential Code for One- and Two-Family Dwellings.**

The 2024 Edition of the International Residential Code for One- and Two-Family Dwellings, as adopted in section 14-23, is hereby amended as follows:

- (1) *Section R101 "Scope and Administration."* The Residential Building Code, Subsection R101.1 is hereby amended to read as follows:

**R101.1. Title.** These regulations shall be known as the Residential Building Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

- (2) *Section R103 "Code Compliance Agency."* The Residential Building Code, Section 103 "Code Compliance Agency" is hereby amended to read as follows:

**R103.1. Creation of Enforcement Agency.** The building and inspections division within the community development department shall be responsible for the implementation, administration, and enforcement of the provisions of this code. The building official shall be the official in charge of the building and inspections division.

**R103.2. Appointment.** The building official shall be appointed by the city manager.

**R103.3. Deputies.** In accordance with the prescribed procedures of the city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, other related technical officers, inspectors, and other employees. Such employees shall have powers delegated by the building official.

- (3) *Section R109 "Inspections."* The Residential Building Code, Subsection R109.5 is hereby added to read as follows:

**R109.5. Uncovering concealed equipment.** The building official shall have the authority to require any person to uncover any equipment which has been concealed without his knowledge or permission for which inspection is required pursuant to this code.

- (4) *Section R110 "Certificate of Occupancy."* The Residential Building Code, Subsection R110.5 is hereby added to read as follows:

**R110.5. Occupancy further defined.** For the purpose of this section, the moving of furniture or other personal property items into a property prior to issuance of a certificate of occupancy shall constitute the occupancy or use of the property.

- (5) *Section R112 "Means of appeals."* The Residential Building Code Subsection R112.1 "General" is hereby amended to read as follows:

**R112.1. General.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals in accordance with section 2-46 of this code. The construction board of appeals shall be appointed by city council and shall hold office at its pleasure. The construction board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Any reference made in this code to the board of appeals shall have the same meaning as the construction board of appeals.

- (6) *Section R113 "Violations."* The Residential Building Code, Subsection R113.4 "Violation penalties" is hereby amended to read as follows:

**R113.4. Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to punishment as provided in Section 1-14 of the Friendswood Code of Ordinances.

- (7) *Section R301. "Design Criteria."* The Residential Building Code, Subsection R301.2 "Climatic and geographic design criteria" is hereby amended as follows:

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY <sup>l</sup>	SUBJECT TO DAMAGE FROM			Winter Design Temp	ICE BARRIER UNDERLAYMENT REQUIRED <sup>h</sup>	FLOOD HAZARDS <sup>g</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	Speed <sup>d</sup> (mph)	Topographic effects <sup>k</sup>	Special wind region <sup>l</sup>	Windborne debris zone <sup>m</sup>		Weathering <sup>n</sup>	Frost line depth <sup>b</sup>	Termite <sup>c</sup>					
Zero	143	No	Yes	Yes	A	Negligible	12	Very Heavy	32 Degrees	No	05/04/1987 87-10 FIS 08/15/2019	9	69 degrees
Manual J Design Criteria <sup>a</sup>													
Elevation			Altitude correction factor <sup>e</sup>	Coincident wet bulb	Indoor winter design relative humidity	Indoor winter design dry-bulb temperature			Outdoor winter design dry-bulb temperature		Heating temperature		
100			0	77	30	70			34		36		
Latitude			Daily Range	Summer design gains	Indoor summer design relative humidity	Indoor summer design dry-bulb temperature			Outdoor summer design dry-bulb temperature		Cooling temperature difference		
29			M	44	50	75			94		19		

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- a. Weathering may require a higher strength concrete or *grade* of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from [Figure R301.2\(3\)](#). The *grade* of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.
- b. The frost line depth may require deeper footings than indicated in [Figure R403.1\(1\)](#). The *jurisdiction* shall fill in the frost line depth column with the minimum depth of footing below finish *grade*.
- c. The *jurisdiction* shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The *jurisdiction* shall fill in this part of the table with the wind speed from the basic wind speed map [[Figure R301.2\(2\)](#)]. Wind exposure category shall be determined on a site-specific basis in accordance with [Section R301.2.1.4](#).
- e. The *jurisdiction* shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the *jurisdiction*.
- f. The *jurisdiction* shall fill in this part of the table with the seismic design category determined from [Section R301.2.2.1](#).
- g. The *jurisdiction* shall fill in this part of the table with (a) the date of the *jurisdiction's* entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of the currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having *jurisdiction*, as amended.
- h. In accordance with [Sections R905.1.2](#), [R905.4.3.1](#), [R905.5.3.1](#), [R905.6.3.1](#), [R905.7.3.1](#) and [R905.8.3.1](#), where there has been a history of local damage from the effects of ice damming, the *jurisdiction* shall fill in this part of the table with "YES." Otherwise, the *jurisdiction* shall fill in this part of the table with "NO."
- i. The *jurisdiction* shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from [Figure R403.3\(2\)](#) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- j. The *jurisdiction* shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."

- k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the *jurisdiction* shall fill in this part of the table with "YES." Otherwise, the *jurisdiction* shall indicate "NO" in this part of the table.
- l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the *jurisdiction* shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the *jurisdiction* shall indicate "NO" in this part of the table.
- m. In accordance with Section R301.2.1.2.1, the *jurisdiction* shall indicate the wind-borne debris wind zone(s). Otherwise, the *jurisdiction* shall indicate "NO" in this part of the table.
- n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
- o. The jurisdiction shall fill in this section of the allowable stress design table using the Ground Snow Loads in Figure R301.2(3).

- (8) *Section R401 "Foundations, General."* The Residential Building Code, Subsection R401.2.1 "Foundation Designs" is hereby added to read as follows:

**401.2.1. Foundation Designs.** All foundations shall be designed by a registered professional engineer. All plans must be submitted with original wet seal stamps applied. Foundation construction shall be capable of accommodating all loads according to section R301 and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations shall be designed, installed, and tested in accordance with accepted engineering practice. Gravel fill used as footings for wood and precast concrete foundations shall comply with section R403.

- (9) *Section 2603 "Structural and piping protection."* The Residential Building Code, Subsection R2603.5.1 "Sewer Depth" is hereby amended to read as follows:

**R2603.5.1. Sewer Depth.** Building sewers, which connect to private sewage disposal systems, shall be a minimum of 12 inches below finished grade at the point of septic tank connection. Building sewers shall be installed a minimum of 12 inches below grade.

- (10) *Section R2904 "Dwelling unit automatic sprinkler systems."* The Residential Building Code, Subsection R2904.1.1 is hereby deleted, in accordance with the V.T.C.A., Local Gov't Code, section 250.012, "Residential Fire Protection Sprinkler Systems."

- (11) *Section E3601 "Services, General Services."* The Residential Building Code, Subsection E3601.6.2 is hereby amended to read as follows:

**E3601.6.2. Service disconnect location.** The service disconnecting means shall be installed at a readily accessible location outside of a building nearest the point of entrance of the service conductors. Service disconnecting means shall not be installed in bathrooms. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside.

## ARTICLE X. BUILDING CODE

### Sec. 14-25. International Building Code adopted.

- (a) *Code adopted.* The provisions of the International Building Code, 2024 Edition, including Appendix C - Group U Agricultural Buildings, with the specific local amendments and additions set forth in this chapter, are hereby adopted.
- (b) *Code reference.* In this chapter, the 2024 International Building Code shall be referred to as the "Building Code," and the Building Code shall establish regulations affecting or relating to structures, processes, premises, and safeguards.

- (c) *Code access.* A copy of the Building Code shall be placed at the Friendswood Public Library and on file with the building official.

**Sec. 14-26. Amendments to International Building Code.**

The 2024 Edition of the International Building Code, as adopted in section 14-25, is hereby amended as follows:

- (1) *Section 101 "Scope and Administration."* The Building Code, Subsection 101.1 "Title" is hereby amended to read as follows:

**101.1. Title.** These regulations shall be known as the Building Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

- (2) *Section 103 "Code Compliance Agency."* The Building Code, Section 103 "Code Compliance Agency" is hereby amended to read as follows:

**103.1. Creation of Enforcement Agency.** The building and inspections division within the community development department shall be responsible for the implementation, administration, and enforcement of the provisions of this code. The building official shall be the official in charge of the building and inspections division.

**103.2. Appointment.** The building official shall be appointed by the city manager.

**103.3. Deputies.** In accordance with the prescribed procedures of the city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, other related technical officers, inspectors, and other employees. Such employees shall have powers delegated by the building official.

- (3) *Section 109 "Inspections."* The Building Code, Section 109.5 "Uncovering concealed equipment" is hereby added to read as follows:

**Section 109.5. Uncovering concealed equipment.** The building official shall have the authority to require any person to uncover any equipment which has been concealed without his knowledge or permission for which inspection is required pursuant to this code.

- (4) *Section 111 "Certificate of Occupancy."* The Building Code, Subsection 111.5 "Occupancy further defined" is hereby added to read as follows:

**111.5. Occupancy further defined.** For the purpose of this section, the moving of furniture or other personal property items into a property prior to issuance of a certificate of occupancy shall constitute the occupancy or use of the property.

- (5) *Section 113 "Means of appeals."* The Building Code, Subsection 113.1 "General" is hereby amended to read as follows:

**113.1. General.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals in accordance with section 2-46 of this code. The construction board of appeals shall be appointed by city council and shall hold office at its pleasure. The construction board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Any reference made in this code to the board of appeals shall have the same meaning as the construction board of appeals.

- (6) *Section 114 "Violations."* The Building Code, Section 114.4 "Violation penalties" is hereby amended to read as follows:

**114.4. Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to punishment as provided in Section 1-14 of the Friendswood Code of Ordinances.

## ARTICLE XI. ELECTRICAL CODE

### **Sec. 14-58. National Electric Code adopted.**

- (a) *Code adopted.* The provisions of the National Electric Code (NEC), 2023 Edition, with the specific local amendments and additions set forth in this chapter, are hereby adopted.
- (b) *Code reference.* In this chapter, the 2023 National Electric Code shall be referred to as the "Electrical Code," and the Electrical Code shall establish regulations affecting or relating to structures, processes, premises, and safeguards.
- (c) *Code access.* A copy of the Electrical Code shall be placed at the Friendswood Public Library and on file with the building official.

### **Sec. 14-59. Firefighting hazards.**

No wire or other electrical apparatus shall be installed, operated or maintained over any street, alley, sidewalk or building which may be reasonably calculated to interfere seriously with the work of the fire department in the use of ladders or other apparatus, or which shall obstruct or render hazardous the use of fire escapes. On complaint of the city fire prevention division, the interfering obstructions or hazardous wire shall be removed or properly rearranged.

## ARTICLE XII. PLUMBING CODE

### Sec. 14-71. International Plumbing Code adopted.

- (a) *Code adopted.* The provisions of the International Plumbing Code, 2024 Edition, with the specific local amendments and additions set forth in this chapter, are hereby adopted.
- (b) *Code reference.* In this chapter, the 2024 International Plumbing Code shall be referred to as the "Plumbing Code," and the Plumbing Code shall establish regulations affecting or relating to structures, processes, premises, and safeguards.
- (c) *Code access.* A copy of the Plumbing Code shall be placed at the Friendswood Public Library and on file with the building official.

### Sec. 14-72. Amendments.

The 2024 Edition of the International Plumbing Code, as adopted in section 14-71, is hereby amended as follows:

- (1) *Section 101 "Scope and Administration."* The Plumbing Code, Subsection 101.1 "Title" is hereby amended to read as follows:

**101.1. Title.** These regulations shall be known as the Plumbing Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

- (2) *Section 103 "Code Compliance Agency."* The Plumbing Code, Section 103 "Code Compliance Agency," is hereby amended to read as follows:

**103.1. Creation of Enforcement Agency.** The building and inspections division within the community development department shall be responsible for the implementation, administration, and enforcement of the provisions of this code. The building official shall be the official in charge of the building and inspections division.

**103.2. Appointment.** The building official shall be appointed by the city manager.

**103.3. Deputies.** In accordance with the prescribed procedures of the city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, other related technical officers, inspectors, and other employees. Such employees shall have powers delegated by the building official.

- (3) *Section 104 "Duties and powers of the code official,"* The Plumbing Code subsection 104.1 "General" is hereby amended to read as follows:

**104.1. General.** The building official is hereby authorized and directed to enforce the provisions of this code.

- (4) *Section 105 "Permits."* The Plumbing Code, Subsection 105 "Permits" is hereby amended to read as follows:

**105.5.3. Expiration.** Every permit issued shall become invalid unless the work on the site authorized by such permit commences within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, by reissuing a permit, one or more extensions of time, for periods not more than 180 days each. A request to reissue a permit shall be in writing and justifiable cause demonstrated. A reissuance fee may be assessed.

**105.5.4. Extensions.** Any permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under that permit when work is unable to be commenced within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not to exceed 180 days if there is reasonable cause. The extension request shall be in writing and justifiable cause demonstrated. A reissuance fee may be assessed.

- (5) *Section 111 "Inspections."* The Plumbing Code, Subsection 111.5 "Uncovering concealed equipment" is hereby added to read as follows:

**Section 111.5. Uncovering concealed equipment.** The building official shall have the authority to require any person to uncover any equipment which has been concealed without his knowledge or permission for which inspection is required pursuant to this code.

- (6) *Section 112 "Means of appeals."* The Plumbing Code, Subsection 112.1 "General" is hereby amended to read as follows:

**112.1. General.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals in accordance with section 2-46 of this code. The construction board of appeals shall be appointed by city council and shall hold office at its pleasure. The construction board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Any reference made in this code to the board of appeals shall have the same meaning as the construction board of appeals.

- (7) *Section 114 "Violations."* The Plumbing Code, Subsection 114.4 "Violation penalties" is hereby amended to read as follows:

**114.4. Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to punishment as provided in Section 1-14 of the Friendswood Code of Ordinances.

- (8) *Section 305 "Protection of pipes and plumbing system components."* The Plumbing Code, Section 305.4.1 is hereby amended to read as follows:

**305.4.1. Sewer depth.** Building sewers, which connect to private sewage disposal systems, shall be a minimum of 12 inches below finished grade at the point of septic tank connection. Building sewers shall be installed a minimum of 12 inches below grade.

- (9) *Section 608 "Protection of potable water supply."* The Plumbing Code is hereby amended to add the following to Subsection 608.17.5 "Connections to lawn irrigation systems," as follows:

**608.17.5.1. Compliance required.** Irrigation systems shall be installed in accordance with this section and other applicable rules and regulations of the city.

**608.17.5.2. Drawings.** Irrigation system design drawings shall be prepared by a master plumber whose license number shall appear on the drawings, or by a state professional engineer, a licensed irrigation installer, or a licensed landscape architect. The latter three professionals shall seal, sign and date their drawings.

**608.17.5.3. License required.** It shall be unlawful for any person for hire to install all or any part of an irrigation system within the city unless that person holds a master plumber license issued by the Texas State Board of Plumbing Examiners or a valid installer's license issued by the Texas Commission on Environmental Quality ("TCEQ"), in accordance with V.T.C.A., Occupations Code § 1903.251.

**608.17.5.4. Work by homeowner.** The owner of the property on which an irrigation system is to be installed may install all of the irrigation system with the exception of the connection to the potable water source, the water meter, and the required backflow prevention device, each of which must be installed and appropriately connected by a qualified person as noted in subsection C of this section.

**608.17.5.5. Permit required.** It shall be unlawful for any person to install all or any portion of an irrigation system without having first received a permit from the city. An irrigation installation permit for the installation of the connection to the potable water source, the water meter and the required backflow prevention device shall not be issued to any person who is not a qualified person as noted in subsection C of this section.

**608.17.5.6. Irrigation system in right-of-way.** The city shall have no obligation to maintain or protect, or to repair or replace, all or any part of an irrigation system, existing or future, that is located within a public right-of-way or easement, that is damaged or destroyed, or required to be removed, incident to or as a result of roadway and/or utility or drainage construction, maintenance, or operation.

**608.17.5.7. Exemptions.** The following are exemptions to the above permit requirements:

- (1) Systems associated with on-site sewage disposal systems;
  - (2) Irrigation systems used on or by an agriculture operation; or
  - (3) Irrigation systems connected to a groundwater well used for domestic purposes.
- (10) *Section 903 "Vent Terminals."* The Plumbing Code, Subsection 903.1.1 "Roof extension unprotected" is hereby amended to read as follows:

**903.1.1. Roof extension unprotected.** All open vent pipes that extend through a roof shall be terminated at least six inches (6") above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least seven feet (7') above the roof.

### ARTICLE XIII. MECHANICAL CODE

#### **Sec. 14-86. International Mechanical Code adopted.**

- (a) *Code adopted.* The provisions of the International Mechanical Code, 2024 Edition, including Appendix A – Chimney Connector Pass-Throughs, with the specific local amendments, additions, and deletions set forth in this chapter, are hereby adopted.
- (b) *Code reference.* In this chapter, the 2024 International Mechanical Code shall be referred to as the "Mechanical Code," and the Mechanical Code shall establish regulations affecting or relating to structures, processes, premises, and safeguards.
- (c) *Code access.* A copy of the Mechanical Code shall be placed at the Friendswood Public Library and on file with the building official.

#### **Sec. 14-87. Amendments.**

The 2024 Edition of the International Mechanical Code, as adopted in section 14-86, is hereby amended as follows:

- (1) *Section 101 "Scope and Administration."* The Mechanical Code, Subsection 101.1 "Title" is hereby amended to read as follows:

**101.1. Title.** These regulations shall be known as the Mechanical Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

- (2) *Section 103 "Code Compliance Agency."* The Mechanical Code, Section 103 "Code Compliance Agency" is hereby amended to revise the following subsections:

**103.1. Creation of Enforcement Agency.** The building and inspections division within the community development department shall be responsible for the implementation, administration, and enforcement of the provisions of this code. The building official shall be the official in charge of the building and inspections Division.

**103.2. Appointment.** The building official shall be appointed by the city manager.

**103.3. Deputies.** In accordance with the prescribed procedures of the city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, other related technical officers, inspectors, and other employees. Such employees shall have powers delegated by the building official.

- (3) *Section 104 "Duties and powers of the code official."* The Mechanical Code, Subsection 104.1 "General" is hereby amended to read as follows:

**104.1. General.** The building official is hereby authorized and directed to enforce the provisions of this code.

- (4) *Section 105 "Permits."* The Mechanical Code, Section 105 "Permits" is hereby amended to read as follows:

**105.4.3. Expiration.** Every permit issued shall become invalid unless the work on the site authorized by such permit commences within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, by re-issuing a permit, one or more extensions of time, for periods not more than 180 days each. A request to reissue a permit shall be in writing and justifiable cause demonstrated. A reissuance fee may be assessed.

**105.4.4. Extensions.** Any permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under that permit when work is unable to be commenced within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not to exceed

180 days if there is reasonable cause. The extension request shall be in writing and justifiable cause demonstrated. A reissuance fee may be assessed.

- (5) *Section 111 "Inspections."* The Mechanical Code, Subsection 111.4 "Uncovering concealed equipment" is hereby added to read as follows:

**Section 111.4. Uncovering concealed equipment.** The building official shall have the authority to require any person to uncover any equipment which has been concealed without his knowledge or permission for which inspection is required pursuant to this code.

- (6) *Section 112 "Means of appeals."* The Mechanical Code, Subsection 112.1 "General" is hereby amended to read as follows:

**112.1. General.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals in accordance with section 2-46 of this code. The construction board of appeals shall be appointed by city council and shall hold office at its pleasure. The construction board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Any reference made in this code to the board of appeals shall have the same meaning as the construction board of appeals.

- (7) *Section 113 "Board of appeals."* The Mechanical Code, Section 113.1, is hereby deleted.

- (8) *Section 114 "Violations."* The Mechanical Code, Subsection 114.4 "Violation penalties" is hereby amended to read as follows:

**114.4. Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to punishment as provided in Section 1-14 of the Friendswood Code of Ordinances.

#### ARTICLE XIV. FUEL GAS CODE

##### **Sec. 14-100. International Fuel Gas Code adopted.**

- (a) *Code adopted.* The provisions of the International Fuel Gas Code, 2024 Edition, with the specific local amendments, additions, and deletions set forth in this chapter, are hereby adopted.

- (b) *Code reference.* In this chapter, the 2024 International Fuel Gas Code shall be referred to as the "Fuel Gas Code," and the Fuel Gas Code shall establish regulations affecting or relating to structures, processes, premises, and safeguards.
- (c) *Code access.* A copy of the Fuel Gas Code shall be placed at the Friendswood Public Library and on file with the building official.

**Sec. 14-101. Amendments.**

The 2024 Edition of the International Fuel Gas Code, as adopted in section 14-100, is hereby amended as follows:

- (1) *Section 101 "Scope and Administration."* The International Fuel Gas Code, Subsection 101.1 "Title" is hereby amended to read as follows:

**101.1. Title.** These regulations shall be known as the Fuel Gas Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

- (2) *Section 103 "Code Compliance Agency"* The Fuel Gas Code, Section 103 "Code Compliance Agency" is hereby amended to read as follows:

**103.1. Creation of Agency.** The building and inspections division within the community development department shall be responsible for the implementation, administration, and enforcement of the provisions of this code. The building official shall be the official in charge of the building and inspections Division.

**103.2. Appointment.** The building official shall be appointed by the city manager.

**103.3. Deputies.** In accordance with the prescribed procedures of the city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, other related technical officers, inspectors, and other employees. Such employees shall have powers delegated by the building official.

- (3) *Section 104 "Duties and powers of the code official."* The Fuel Gas Code Subsection 104.1 "General" is hereby amended to read as follows:

**104.1. General.** The building official is hereby authorized and directed to enforce the provisions of this code.

- (4) *Section 105 "Permits."* The Fuel Gas Code, Section 105 "Permits" is hereby amended to read as follows:

**105.5.3. Expiration.** Every permit issued shall become invalid unless the work on the site authorized by such permit commences within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a

period of 180 days after the time the work is commenced. The building official is authorized to grant, by reissuing a permit, one or more extensions of time, for periods not more than 180 days each. A request to reissue a permit shall be in writing and justifiable cause demonstrated. A reissuance fee may be assessed.

**105.5.4. Extensions.** Any permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under that permit when work is unable to be commenced within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not to exceed 180 days if there is reasonable cause. The extension request shall be in writing and justifiable cause demonstrated. A reissuance fee may be assessed.

- (5) *Section 111 "Inspections."* The Fuel Gas Code, Subsection 111.4 "Uncovering concealed equipment" is hereby added to read as follows:

**Section 111.4. Uncovering concealed equipment.** The building official shall have the authority to require any person to uncover any equipment which has been concealed without his knowledge or permission for which inspection is required pursuant to this code.

- (7) *Section 112 "Means of appeals."* The Fuel Gas Code, Subsection 112.1 "General" is hereby amended to read as follows:

**112.1. General.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals in accordance with section 2-46 of this code. The construction board of appeals shall be appointed by city council and shall hold office at its pleasure. The construction board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Any reference made in this code to the board of appeals shall the same have meaning as the construction board of appeals.

- (8) *Section 113 "Violations."* The Fuel Gas Code, Subsection 113.4 "Violation penalties" is hereby amended to read as follows:

**113.4. Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to punishment as provided in Section 1-14 of the Friendswood Code of Ordinances.

## ARTICLE XV. SWIMMING POOLS AND SPAS

### Sec. 14-116. International Swimming Pool and Spa Code (ISPSC) adopted.

- (a) *Code adopted.* The provisions of the International Swimming Pool and Spa Code, 2024 Edition, with the specific local amendments, additions, and deletions set forth in this chapter, are hereby adopted.
- (b) *Code reference.* In this chapter, the 2024 International Swimming Pool and Spa Code shall be referred to as the "Swimming Pool and Spa Code," and the Swimming Pool and Spa Code shall establish regulations affecting or relating to structures, processes, premises, and safeguards.
- (c) *Code access.* A copy of the Swimming Pool and Spa Code shall be placed at the Friendswood Public Library and on file with the building official.

### Sec. 14-117. Amendments.

The 2024 Edition of the International Swimming Pool and Spa Code, as adopted in section 14-116, is hereby amended as follows:

- (1) *Section 101 "Scope and Administration."* The Swimming Pool and Spa Code, Subsection 101.1 "Title" is hereby amended to read as follows:

**101.1. Title.** These regulations shall be known as the Swimming Pool and Spa Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."

- (2) *Section 103 "Code Compliance Agency."* The Swimming Pool and Spa Code, Section 103 "Code Compliance Agency" is hereby amended to read as follows:

**103.1. Creation of Enforcement Agency.** The building and inspections division within the community development department shall be responsible for the implementation, administration, and enforcement of the provisions of this code. The building official shall be the official in charge of the building and inspections division.

**103.2. Appointment.** The building official shall be appointed by the city manager.

**103.3. Deputies.** In accordance with the prescribed procedures of the city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, other related technical officers, inspectors, and other employees. Such employees shall have powers delegated by the building official.

- (3) *Section 104 "Duties and powers of the code official."* The Swimming Pool and Spa Code, Subsection 104.1 "General" is hereby amended to read as follows:

**104.1. General.** The building official is hereby authorized and directed to enforce the provisions of this code.

- (4) *Section 111 "Inspections."* The Swimming Pool and Spa Code, Subsection 111.17 is hereby added to read as follows:

**Section 111.17. Uncovering concealed equipment.** The building official shall have the authority to require any person to uncover any equipment which has been concealed without his knowledge or permission for which inspection is required pursuant to this code.

- (5) *Section 112 "Means of appeals."* The Swimming Pool and Spa Code, Section 112.1 "General" is hereby amended to read as follows:

**112.1. General.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals in accordance with section 2-46 of this code. The construction board of appeals shall be appointed by city council and shall hold office at its pleasure. The construction board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Any reference made in this code to the board of appeals shall have the same meaning as the construction board of appeals.

- (6) *Section 113 "Violations."* The Swimming Pool and Spa Code, Subsection 113.4 "Violation penalties" is hereby amended to read as follows:

**113.4. Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to punishment as provided in Section 1-14 of the Friendswood Code of Ordinances.

## ARTICLE XVI. ENERGY CODE

### Sec. 14-126. International Energy Conservation Code (IECC) adopted.

- (a) *Code adopted.* The provisions of the International Energy Conservation Code, 2024 Edition, with the specific local amendments, additions, and deletions set forth in this chapter, are hereby adopted.

- (b) *Code reference.* In this chapter, the 2024 International Energy Conservation Code shall be referred to as the "Energy Conservation Code," and the Energy Conservation Code shall establish regulations affecting or relating to structures, processes, premises, and safeguards.
- (c) *Code access.* A copy of the Energy Conservation Code shall be placed at the Friendswood Public Library and on file with the building official.

**Sec. 14-127. Amendments.**

The 2024 Edition of the International Energy Conservation Code, as adopted in section 14-126, is hereby amended as follows:

- (1) *Section C101 "Scope and General Requirements."* The Energy Conservation Code, Subsection C101.1 "Title" is hereby amended to read as follows:

**C101.1. Title.** This code shall be known as the Commercial Energy Conservation Code of the City of Friendswood, Texas, and shall be cited as such. It is referred to herein as "this code."

- (2) *Section C103 "Code Compliance Agency."* The Commercial Energy Conservation Code subsection C103, Code Compliance Agency, is hereby amended to read as follows:

**C103.1. Creation of Enforcement Agency.** The building and inspections division within the community development department shall be responsible for the implementation, administration, and enforcement of the provisions of this code. The building official shall be the designated authority having jurisdiction (AHJ).

**C103.2. Appointment.** The building official shall be appointed by the city manager.

**C103.3. Deputies.** In accordance with the prescribed procedures of the city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, deputy AHJ, other related technical officers, inspectors, and other employees. Such employees shall have powers delegated by the building official.

- (3) *Section C106 "Fees."* The Commercial Energy Conservation Code, Section C106 "Fees" is hereby deleted.

- (4) *Section C109 "Means of appeals."* The Commercial Energy Conservation Code, Subsection C109.1 "General" is hereby amended to read as follows:

**C109.1. General.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and

interpretation of this code, there shall be and is hereby created a construction board of appeals in accordance with section 2-46 of this code. The construction board of appeals shall be appointed by city council and shall hold office at its pleasure. The construction board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Any reference made in this code to the board of appeals shall have the same meaning as the construction board of appeals.

- (5) *Section C111 "Violations."* The Commercial Energy Conservation Code, Section C111 "Violation Penalties" is hereby amended to read as follows:

**C111. Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to punishment as provided in Section 1-14 of the Friendswood Code of Ordinances.

- (6) *Section R101 "Scope and General Requirements."* The Residential Energy Conservation Code, Subsection R101.1 "Title" is hereby amended to read as follows:

**R101.1. Title.** This code shall be known as the Residential Energy Conservation Code of the City of Friendswood, Texas, and shall be cited as such. It is referred to herein as "this code."

- (7) *Section R103 "Code Compliance Agency."* The Residential Energy Conservation Code, Section R103 "Code Compliance Agency" is hereby amended to read as follows:

**R103.1. Creation of Enforcement Agency.** The building and inspections division within the community development department shall be responsible for the implementation, administration, and enforcement of the provisions of this code. The building official shall be the designated authority having jurisdiction (AHJ).

**R103.2. Appointment.** The building official shall be appointed by the city manager.

**R103.3. Deputies.** In accordance with the prescribed procedures of the city and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, deputy AHJ, other related technical officers, inspectors, and other employees. Such employees shall have powers delegated by the building official.

- (8) *Section R106 "Fees."* The Residential Energy Conservation Code, Section R106 "Fees" is hereby deleted.

- (9) *Section R109 "Means of appeal."* The Residential Energy Conservation Code, Subsection R109.1 "General" is hereby amended to read as follows:

**R109.1. General.** In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals in accordance with section 2-46 of this code. The construction board of appeals shall be appointed by city council and shall hold office at its pleasure. The construction board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Any reference made in this code to the board of appeals shall have the same meaning as the construction board of appeals.

- (10) *Section R111 "Violations."* The Residential Energy Conservation Code, Section R111 "Violation Penalties" is hereby amended to read as follows:

**R111. Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to punishment as provided in Section 1-14 of the Friendswood Code of Ordinances.

## **ARTICLE XVII. SUBSTANDARD BUILDINGS AND STRUCTURES**

### **Sec. 14-136. Building and standards commission created; composition.**

There is hereby created the building and standards commission, composed of five members, which shall consist of the members of the board of adjustment, and alternate members appointed by city council, who shall serve in the absence of one or more regular members when requested to do so by the city manager. Persons appointed to the board of adjustment shall also automatically be appointed to the building and standards commission, and such appointment shall constitute one position. Persons appointed to the board of adjustment/building and standards commission shall hold no other position in the city government, and shall serve without pay. Each member shall be a qualified voter at the time of appointment and shall be a resident within the corporate limits of the city and shall have been a resident for a period of 12 months prior to appointment. The appointment of the members shall be for a term of two years or until replacements are appointed corresponding and indistinguishable with the requirements for the board of adjustment.

### **Sec. 14-137. Authority and purpose.**

- (a) This article is remedial and essential to the public interest, safety, health, and welfare and it is intended that this article be liberally construed to effectuate its purposes. This article establishes minimum standards for the continued use and occupancy of all

buildings/structures regardless of the date of their construction; materials or methods used to construct a building/structure or improvements, including the foundation, structural elements, electrical wiring, plumbing, fixtures, entrances, or exits; addresses conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents; and incorporates the building codes or other city codes and statutory provisions relating to the condition, use, or appearance of property within the city. The provisions of this article are hereby adopted pursuant the city Charter, the Texas Constitution, Article XI, Section 5, and in accordance with V.T.C.A., Local Government Code chs. 54, 214 and 342.

- (b) The purposes of this article include, but are not limited to, the following:
- (1) To establish the minimum standards for the continued use and occupancy of all types of buildings and structures within the city, regardless of the dates of construction, in order to safeguard the public health, safety, and welfare and to protect property.
  - (2) To provide the authority to order and direct the method of securing property that is unoccupied by its owners, lessees, or other invitees, and which is unsecured from unauthorized entry to the extent that such buildings or structures could be entered or used by vagrants or other uninvited persons or could be entered or used by children.
  - (3) To provide the authority to address and direct the method of addressing buildings and structures which, although boarded up, fenced, or otherwise secured in any manner, exhibit conditions that may constitute a danger to the public, even though secured from entry, or the means used to secure the building or structure is inadequate to prevent unauthorized entry or use of the building by vagrants or other uninvited persons or could be entered or used by children. The city may require the building or structure, which endangers the public health and safety of the occupants of said building and structure and the general public, to be vacated, secured, repaired, removed, and/or demolished by the owner and/or the occupants thereof to be relocated.
  - (4) To provide fire safety of buildings or improvements, including provisions related to materials, types of construction or design, warning devices, fire suppression devices, availability of water supply for extinguishing fires, location, design or width of entrances or exits, and enforcement of all city building and fire codes.

**Sec. 14-138. Minimum building standards adopted; investigation.**

Any building or structure whose condition has deteriorated or is operated or maintained in violation of the minimum standards for the continued use and occupancy of all types of buildings and structures within the city, as adopted and established in this article, is hereby subject to investigation upon presentation of evidence of probable cause for issuance of a search warrant to a magistrate by the code enforcement official, fire marshal, or health officer designated in

accordance with V.T.C.A., Code of Criminal Procedure art. 18.05. Prior to requesting issuance of a search warrant, such official shall obtain approval of the city manager.

**Sec. 14-139. Dangerous buildings, structures and nuisances defined.**

Any building or structure, regardless of date of its construction, having any of the following defects, shall be deemed to be substandard and/or unfit for human habitation and, as a result, a danger to the public health, safety and welfare and thus declared to be a dangerous building or structure:

- (1) Any building or structure that has become deteriorated or damaged such that its roof or walls are not weathertight and waterproof.
- (2) Any building or structure that is so structurally deteriorated or damaged that it is in danger of collapse or that cannot be expected to withstand reasonably anticipated weather conditions, such as storms or hurricanes.
- (3) Conditions of any building or structure that violate any provision of the city's building, electrical, plumbing, fire, or other such codes, specifically including conditions subject to the city nuisance ordinance, when such nonconformity constitutes a danger to the public health, safety, and welfare, including any device, apparatus, equipment, combustible waste or vegetation which, in the opinion of the fire marshal, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.
- (4) Buildings and structures, regardless of their structural condition, that have been, during times that they were not actually occupied by their owners, lessees or other legal invitees, left unsecured from unauthorized entry to the extent that they may be entered by vagrants or other uninvited persons as a place of harborage or could be entered by children.
- (5) Buildings and structures which are secured by a means inadequate to prevent unauthorized entry or use in the manner described in subsection (4) of this section.
- (6) A wall or other vertical member that lists, leans or buckles to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base as may be determined from the exterior of the building or structure.
- (7) Exclusive of the foundation, 33 percent or more damage or deterioration to the supporting member or members or 50 percent of damage or deterioration to the nonsupporting enclosure or outside walls or coverings.
- (8) An improperly distributed load upon the floor or roof, or an overloaded roof or floor, or a floor or roof with insufficient strength to be reasonably safe for the purpose used.

- (9) Inadequate facilities for egress in case of fire or panic or insufficient stairways, elevators, or fire escapes as may be determined from the exterior of the building or structure.
- (10) When a building which is partially constructed has not had any significant construction work done on it in the preceding six months, and it is not secured by a fence or other means to prevent children or vagrants from entering the building.
- (11) Parts of buildings and structures that may fall and injure a person or property.
- (12) Hazardous or unsanitary premises that have an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, rat harborages, stagnant water, combustible materials and similar materials or conditions that constitute fire, health or safety hazards in the opinion of the code enforcement official.

**Sec. 14-140. Declaration of nuisance; conduct prohibited.**

Any building or structure which has any or all of the conditions or defects described in section 14-139, where such condition or conditions pose a threat or potential threat to life, health, property, or human safety; or conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents, is hereby declared to be a public nuisance, is prohibited as unlawful, and shall be abated according to provisions of this article. It is an offense for an owner or occupant or other person having control of the building, structure or property to fail to abate such public nuisance. Therefore, failure to abate such condition may also be prosecuted as a criminal misdemeanor offense. It is a further offense and unlawful for any person to cause, permit, or allow a dangerous building after the 30th day after the date on which the building and standards commission finds a condition of nuisance and orders abatement, or after such extended date as may be lawfully permitted by the building and standards commission.

**Sec. 14-141. Commencement of proceedings.**

- (a) When the code enforcement official has determined that a building/structure is a dangerous building, he will set a date and time for a public hearing before the building and standards commission to determine if the building complies with the minimum standards established in this article. The code enforcement official may seek voluntary compliance with the owner, lienholder or mortgagee of the building before seeking a hearing before the commission. If the code enforcement official receives voluntary compliance from the owner, lienholder or mortgagee, a public hearing is not required.
- (b) In addition, in accordance with V.T.C.A., Local Government Code § 214.0011, the code enforcement official may secure a building if it is determined it violates the minimum standards for use and occupancy of the building and is unoccupied or is occupied only by persons who do not have a right of possession if:

- (1) Before the 11th day after the building is secured, the owner is given notice in accordance with V.T.C.A., Local Government Code § 214.0011(c); and
- (2) The building and standards commission conducts a hearing within 20 days after a request for hearing is filed by the owner, provided said request for hearing is filed within 30 days after the building is secured.

**Sec. 14-142. Notice of hearing before the building and standards commission.**

Notice of all proceedings before the building and standards commission shall be given on or before the tenth day before the date fixed for hearing before the building and standards commission and must state the date, time, and place of the hearing:

- (1) By personal delivery, by certified mail, return receipt requested, or by delivery by the United States Postal Service using signature confirmation service, to the record owners of the affected property sent to the last known address, and each mortgagee, lienholder and each holder of a recorded lien against the affected property, as shown by the records of the county clerk in which the affected property is located if the address of the lienholder can be ascertained from the deed of trust establishing lien or other applicable instruments on file in the office of the county clerk.
- (2) To all unknown owners by posting a copy of the notice on the front door of each improvement situated on the affected property or as close to the front as practicable.
- (3) In addition, the notice must be published in a newspaper of general circulation in the city on one occasion before the tenth day preceding the date fixed for the hearing.
- (4) The notice shall contain the following:
  - a. The name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the real property records of the county clerk where the real property is primarily situated.
  - b. An identification, which is not required to be a legal description of the building and the property on which it is located.
  - c. A description of the violation of the municipal standards that is present at the building.
  - d. A statement that the city will vacate, secure, remove, repair or demolish the building or relocate the occupants of the building if the ordered action is not taken within a reasonable time.

- e. A statement that the owner, lienholder, or mortgagee will be required to submit proof, at the hearing, of any work that may be required to comply with this article and the time it will take to reasonably perform the work.
  - f. The time, date, and place of the hearing.
- (5) Notice to a condominium association shall conform to the requirements of V.T.C.A., Local Government Code § 54.035, as may be amended.
  - (6) In addition, if the city files a notice in the official public records of real property where the real property is primarily situated pertaining to the hearing, as set forth above, the notice shall bind all subsequent holders of interest in the property, according to state law.
  - (7) All meetings of the commission shall be open to the public in accordance with V.T.C.A., Government Code ch 551.

**Sec. 14-143. Functions.**

The building and standards commission panel may:

- (1) Order the repair, within a fixed period, of buildings found to be in violation of an ordinance.
- (2) Declare a building substandard in accordance with the powers granted by this article.
- (3) Order, in an appropriate case, the immediate removal of persons or property found on private property, enter on private property to secure the removal if it is determined that conditions exist on the property that constitute a violation of an ordinance, and order action to be taken as necessary to remedy, alleviate, or remove any substandard building found to exist.
- (4) Issue orders or directives to any peace officer of the state, including a sheriff or constable or the chief of police of the municipality, to enforce and carry out the lawful orders or directives of the building and standards commission panel.
- (5) Determine the amount and duration of the civil penalty the city may recover in accordance with V.T.C.A., Local Government Code § 54.017. A determination of the subject civil penalty is final and binding and constitutes prima facie evidence of such penalty in a court of competent jurisdiction in a civil suit brought by the city for final judgment and may be enforced by the city secretary filing with the district clerk of the appropriate county, a certified copy of the order of the building and standards commission panel establishing the amount and duration of the penalty.

**Sec. 14-144. Standards for repair, vacation or demolition.**

- (a) *Ordered repaired.* If the alleged dangerous building can be feasibly repaired or the condition remedied so that it will no longer exist in violation of the terms of this article, it shall first be ordered remedied or repaired. Demolition shall be regarded as a remedy of last resort.
- (b) *Ordered vacated and secured.* If the dangerous building is in such a condition as to make it hazardous to the health, safety, or general welfare of its occupants or the public, it will be ordered vacated and secured.
- (c) *Ordered demolished.* In any case where a dangerous building is 50 percent or more damaged or decayed or deteriorated in its structure, or 50 percent or more diminished in its value due to damage, decay, or deterioration, a presumption shall arise that the building cannot be repaired. Such presumption may be appropriately rebutted by the weight of the evidence. Value may be determined by comparing the most recent valuation for the building by the appropriate tax appraisal district with the valuation of the building two years prior to the most recent valuation by the appraisal district. Principles of sound engineering practices shall be respected.
- (d) *Settlement.* In all cases of settlement in which a responsible party enters into a voluntary demolition agreement to accept city serviced demolition, all settlement agreements shall be reviewed by the building and standards commission prior to execution by a duly authorized city official possessing settlement authority.

**Sec. 14-145. Building and standards commission hearing; burden of proof.**

In a public hearing to determine whether a building complies with the standards set out in this article, the owner, lienholder, mortgagee, manager or occupant has the burden of proof to demonstrate the scope of work that may be required to comply with this article and the time it will take to reasonably perform the work. After a public hearing, if a building is found to be in violation of this article, the building and standards commission may:

- (1) Enter on the minutes its findings that the building, or use thereof:
  - a. Is in violation of the minimum standards of this article in specified instances;
  - b. Is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety and welfare;
  - c. Is structurally sound but is unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children;

- d. Is structurally sound, boarded up, fenced, or secured but constitutes a danger to the public, or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building by vagrants, children, or other uninvited persons;
  - e. Violates the minimum standards of this article and is unoccupied or is occupied only by persons who do not have a right of possession; or
  - f. Is dangerously damaged or deteriorated or is likely to endanger persons or property.
- (2) Make an order that:
- a. The building be secured from unauthorized entry;
  - b. The building be repaired, removed or demolished;
  - c. The building be vacated in whole or in part;
  - d. Any or all occupants be relocated;
  - e. Such other requirements deemed reasonably necessary, including the abatement of any nuisances caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.
- (3) Time limits.
- a. An order shall require that a building shall be secured within 30 days.
  - b. An order shall require that a building must be repaired, removed or demolished within 30 days unless the owner or lienholder establishes at the hearing that the work cannot reasonably be performed within 30 days.
  - c. If the building and standards commission allows the owner, lienholder, mortgagee, manager or occupant more than 30 days to repair, remove or demolish the building, the building and standards commission shall establish specific time schedules for the commencement and performance of the work and shall require the owner, lienholder, mortgagee, manager or occupant to secure the property in a reasonable manner from unauthorized entry while the work is being performed.
  - d. The building and standards commission may not allow the owner, lienholder, mortgagee, manager or occupant more than 90 days to repair, remove or demolish the building or fully perform all work required to

comply with the order of the building and standards commission unless the owner, lienholder, mortgagee, manager or occupant:

1. Submits a detailed plan and time schedule for the work at the hearing; and
  2. Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.
- e. If the building and standards commission allows the owner, lienholder, mortgagee, manager or occupant more than 90 days to complete any part of the work required to repair, remove or demolish the building, the building and standards commission shall require the owner, lienholder, mortgagee, manager or occupant to regularly submit progress reports to the building and standards commission to demonstrate that the owner, lienholder, mortgagee, manager or occupant complied with the time schedules established by the building and standards commission for commencement and performance of the work. The order may require that the owner, lienholder, mortgagee, manager or occupant appear before the hearing panel to demonstrate compliance with the schedules. If the owner, lienholder, or mortgagee owns property, including structures or improvements on property, within the municipal boundaries that exceed \$100,000.00 in total value, the commission may require the owner, lienholder, or mortgagee to post a cash or surety bond in an amount adequate to cover the cost of repairing, removing, or demolishing the building/structure. In lieu of a bond, the commission may require the owner, lienholder, or mortgagee to provide a letter of credit from a financial institution or guaranty from a third party approved by the commission.
- f. In a public hearing to determine whether a building complies with the standards set out in this article, the owner, lienholder, mortgagee, manager or occupant has the burden of proof to demonstrate the scope of work that may be required to comply with this article and the time it will take to reasonably perform the work.
- g. Should an owner fail to comply with an order of the building and standards commission to repair, remove or demolish a building, the commission may assess civil penalties against such owner upon notice and hearing. Such notice shall be given at least ten days prior to the hearing to determine whether or not civil penalties should be assessed.

**Sec. 14-146. Procedure after hearing.**

After the hearing before the building and standards commission, the city shall deliver a copy of the order by personal delivery or by certified mail, return receipt requested, or by delivery

by the United States Postal Service using signature confirmation service, to the record owners of the affected property and to any lienholder or mortgagee of record of the affected property. Within ten days after the date the order from the building and standards commission is issued the city will:

- (1) File a copy of the order in the office of the city secretary; and
- (2) Publish in the city's official newspaper a notice containing:
  - a. The street address or legal description of the property;
  - b. The date of the hearing;
  - c. A brief statement indicating the results of the hearing or order; and
  - d. Instructions stating where a complete copy of the order may be obtained.

**Sec. 14-147. Enforcement; expenses.**

- (a) If an owner does not take the action ordered by the building and standards commission within the allotted time, the code enforcement official shall promptly mail by certified mail, return receipt requested, a copy of the order to any lienholder or mortgagee of the building not previously served with the order.
- (b) If the owner, lienholder, mortgagee, manager or occupant should fail to comply with an order of the building and standards commission within the allotted time, the building and standards commission may, in addition to any other actions or remedies in this article, authorize the city to:
  - (1) Vacate, secure, remove or demolish the building.
  - (2) Relocate the occupants at its own expense.
  - (3) Repair the building to the extent necessary to bring the building into compliance with the minimum standards and only if the building is a residential building with ten or fewer dwelling units.
- (c) The building and standards commission may authorize the code enforcement official to secure a building that violates the minimum standards and is unoccupied or is occupied only by persons who do not have a right of possession before notice and hearing.
- (d) The building and standards commission may assess all expenses incurred by the city pursuant to the foregoing provisions against the owner of the property and the property. Said assessment of expenses shall constitute a privileged lien on the property subordinate only to tax liens and previously recorded, bona fide mortgage liens, unless the property is homestead protected by the state constitution in accordance with V.T.C.A., Local Government Code chs. 214 and 54.

- (e) The building and standards commission, by order, may assess and recover a civil penalty against the property owner in an amount not to exceed \$1,000.00 per day for each violation or, if the owner shows that the property is the owner's lawful homestead, in an amount not to exceed \$10.00 per day for each violation, if the city proves:
  - (1) The property owner was notified of the requirements of this article and the owner's need to comply with the requirements; and
  - (2) After notification, the property owner committed an act in violation of this article or failed to take an action necessary for compliance with this article.
- (f) The city council hereby finds and declares that the general administrative expenses of inspecting buildings, conducting hearings, issuing notices and orders, together with associated administrative functions, require the reasonable charge of \$400.00 for each lot, adjacent lots under common ownership or tract of land. Such minimum charge is hereby established and declared to be the charge for such administrative expenses to be assessed in each instance where the building and standards commission determines that the building or structure is a dangerous building and the city has been required to proceed with notice and hearing as provided for in section 14-141, together with any additional charges as delineated in subsection (g) of this section. Notwithstanding any tabulation of recorded costs, a charge of \$400.00 is hereby expressly stated to be the minimum charge, unless otherwise determined by the building and standards commission due to the associated costs incurred by the city for reviewing records of ownership, liens, and providing notice and hearing. Further, the cost of securing, repairing, demolishing the building or buildings, either by the city or by persons doing so under contract with the city, shall be separately calculated and assessed in each instance where the city secures, repairs, demolishes or causes the demolition of a building or buildings pursuant to this article.
- (g) Any case referred to the building and standards commission for consideration shall also have attached as costs all expenses incurred by the city to research ownership and mortgagee/lienholder interests, as such research is required by state law to fix enforceable orders and liens. The city shall certify all administrative expenses and costs of securing, repairing, or demolishing a building or buildings by the city or by persons doing so under contract with the city, as a charge which shall be assessed to the owner thereof, and which shall constitute a lien on the land on which the building or buildings are or were situated. Such charge shall bear interest at the rate of ten percent per annum until paid. The amount of the assessment shall be subject to the same procedure and sale in case of delinquency as provided by the laws of the state.
- (h) If an order has been issued pursuant to this article for the repair, securing or demolition of a building or buildings and the city has let a contract for such work, and the building or buildings are subsequently repaired, secured or demolished by the owners prior to completion of the contracts let by the city, the administrative expenses and all costs for cancellation of the contract shall be certified as a charge which shall be assessed against the owners thereof, and which shall constitute a lien on the land on which the building or

buildings are or were situated. Such charge shall bear interest at the rate of ten percent per annum until paid.

- (i) Upon a finding by the building and standards commission that a building is dangerously damaged or deteriorated, or is likely to endanger persons or property, the code enforcement official may place a placard notice on all dwelling units which the building and standards commission has determined to be dangerously damaged or deteriorated, or likely to endanger persons or property, with the following language:

DO NOT ENTER  
UNSAFE TO OCCUPY  
IT IS A MISDEMEANOR TO OCCUPY THIS BUILDING, OR TO  
REMOVE OR DEFACE THIS NOTICE.  
BUILDING OFFICIAL  
CITY OF FRIENDSWOOD, TEXAS

**Sec. 14-148. Offenses.**

It is unlawful for the owner, occupant, lessee or manager of a building governed by this article to:

- (1) Permit a building to be in violation of any provision of this article;
- (2) Permit a building to exist in a dilapidated or substandard condition, or condition unfit for human habitation and a hazard to the public health, safety, and welfare;
- (3) Permit a building to be unoccupied and unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children;
- (4) Permit a building that is boarded up, fenced or otherwise secured to:
  - a. Constitute a danger to the public; or
  - b. Have inadequate means to secure the building from unauthorized entry or use;
- (5) Permit a building to be occupied only by persons who do not have a right of possession and violate any provision of this article;
- (6) Permit a building to exist in a dangerously damaged or deteriorated condition or in a condition likely to endanger persons or property;
- (7) Without authority from the code enforcement official or the fire marshal, remove or destroy a placard placed pursuant to section 14-147(i) by such officials; or

- (8) Permit a person to occupy a building or room on which the code enforcement official or the fire marshal has placed a placard pursuant to section 14-147(i), or occupy a building or room on which the code enforcement official or the fire marshal has placed such a placard, absent express authorization of the subject official.

**Sec. 14-149. Demolition regulations extended to cover site clearance, leveling and grading.**

- (a) In addition to the building regulations contained in this article, the regulations concerning the demolition of buildings and permits therefore are extended to cover and include related health, safety, and welfare requirements that:
  - (1) All debris must be removed from the property, all holes or depressions in the ground must be filled to grade level.
  - (2) The grading and leveling and clearance of the site of the demolition where the removal of structures makes such grading, leveling or clearance necessary, or where such grading, leveling or clearance is necessary to protect adjacent property for the public safety. The grading and leveling shall include appropriate fill to ensure proper drainage, and a permit shall be secured for any fill work if provided by this code.
  - (3) All lumber, pipes and all other building materials must be removed from the property.
  - (4) All pipes and conduits must be removed from above grade and must be removed or sealed below grade.
  - (5) All piers, pilings, steps, foundations, and other appurtenances must be removed from the property.
- (b) Each person having an interest in the building or control over the property on which the building stood prior to removal or demolition is individually responsible for completing this work.

**Sec. 14-150. Disconnecting public utilities.**

The code enforcement official may request that public utilities be disconnected in order that demolition or other nuisance abatement actions may be accomplished without delay in those cases where the structure is open, vacant, dilapidated, or subject to any of the conditions defining public nuisance in this article.

**Sec. 14-151. Other remedies.**

- (a) Nothing in this article shall preclude the city's pursuit of any and all other remedies allowed under civil and criminal law, or in equity, to address conditions which are treated in this

article, under the theory of public nuisance and the abatement of dangerous buildings or structures. Neither shall the city be required, nor prohibited, to issue criminal citations before, after, or during any proceeding prescribed in this article.

- (b) Specifically, in addition to the provisions in this article and remedies afforded under V.T.C.A., Local Government Code ch. 54, Municipal Regulation of Structures, the city further asserts full authority to exercise its right to remedy under all provisions, including, but not limited to, V.T.C.A., Local Government Code ch. 214, subchapter B, Municipal Health and Safety Ordinances; and V.T.C.A., Local Government Code ch. 342, Municipal Fire Protection, subchapter B, in prosecution of civil suits for enforcement, removal or destruction of buildings and structures, injunctive relief, and civil penalties to remedy conditions of public concern described in this article.

**Sec. 14-152. Lien.**

The lien securing payment of civil penalties or the costs of repairs, removal, or demolition, as the case may be, is inferior only to any previously and duly recorded bona fide mortgage liens, as prescribed by state law. The city's lien is superior to all other previously recorded judgment liens, and shall accrue interest at the rate of ten percent a year, or as allowed by law, from the date of assessment until paid in full.

Section 8. That Chapter 30 "Fire Protection and Prevention," Article III "Fire Codes" Division 2 "International Fire Code," Section 30-84 "International Fire Code adopted; amendments" of the Friendswood City Code is hereby amended to read as follows:

**CHAPTER 30. FIRE PROTECTION AND PREVENTION**  
**ARTICLE III. FIRE CODES**  
**DIVISION 2. INTERNATIONAL FIRE CODE**

**Sec. 30-84. International Fire Code adopted; amendments.**

- (a) *Code adopted.* The provisions of the International Fire Code, 2024 Edition, including:
  - (1) Appendix A – Board of Appeals
  - (2) Appendix B – Fire-Flow Requirements for Buildings
  - (3) Appendix C – Fire Hydrant Locations and Distribution
  - (4) Appendix D – Fire Apparatus Access Roads
  - (5) Appendix E – Hazard Categories
  - (6) Appendix F – Hazard Ranking

- (7) Appendix G – Cryogenic Fluids – Weight and Volume Equivalents
- (8) Appendix H – Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions
- (9) Appendix I – Fire Protection Systems – Noncompliant Conditions
- (10) Appendix K – Construction Requirements for Existing Ambulatory Care Facilities
- (11) Appendix L – Requirements for Firefighter Air Replenishment Systems
- (12) Appendix M – High-Rise Buildings – Retroactive Automatic Sprinkler Requirement
- (13) Appendix N – Indoor Trade Shows and Exhibitions

with the specific local amendments and additions set forth in this chapter, are hereby adopted.

- (b) *Code access.* A copy of the Fire Code adopted in subsection (a) shall be available at the Friendswood Public Library and in the fire code official's office.
- (c) *Amendments.* The following are the local amendments to the Fire Code adopted in subsection (a):
  - (1) Subsection 101.1 "Title" is hereby amended to read as follows:
 

**101.1. Title.** These regulations shall be known as the Fire Code of the City of Friendswood, Texas, hereinafter sometimes referred to as "this code."
  - (2) Subsection 103.1 "Creation of agency" is hereby amended to read as follows:
 

**103.1 Creation of Agency.** The Department of Emergency Services (DES) is hereby created and the Chief of Fire Prevention shall be known as the fire code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.
  - (3) Section 112 "Means of appeals" is hereby amended to read as follows:
 

**112.1. Board of appeals.** The construction board of appeals shall act as the board of appeals.
  - (4) Subsection 113.4 is hereby deleted in its entirety.
  - (5) Subsection 507.5.1.1 "Hydrant for standpipe systems" is hereby amended to read as follows:

**507.5.1.1. Hydrant for standpipe systems.** Buildings equipped with a fire sprinkler or standpipe system installed in accordance with Section 905 shall have a fire hydrant within 40 to 100 feet (30 480 mm) of the fire department connections.

- (6) Subsection 507.5.1 "Where required" is hereby amended to read as follows:

**507.5.1. Where required.** Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the code official.

- (7) Subsection 606.3.4.1 "Extinguishing system" is hereby added to read as follows:

**606.3.4.1. Extinguishing system.** New or existing required kitchen exhaust hood and duct system required by mechanical code to have a hood system shall be protected with an approved automatic fire-extinguishing system installed in accordance with this code.

- (8) Subsection 901.4.4 "Fire areas" is hereby amended to read as follows:

**901.4.4. Fire Areas.** Fire suppression systems shall not be divided by fire areas.

- (9) Subsection 903.2 "Where required" is hereby amended to read as follows:

**903.2. Where required.** Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section, when the gross square footage of the building or structure exceeds 11,999 square feet, or when the area under one roof is capable of having two or more floors above or below grade with any one floor exceeding 5,999 square feet.

- (10) Subsection 903.4.3 "Alarms" is hereby amended to read as follows:

**903.4.3. Alarms.** An approved audible and visual sprinkler waterflow alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Activation of waterflow alarm shall activate visible and audio alarm notification appliances in all public use areas and common use areas. Where a waterflow switch is required by Section 903.4.1 to be electrically supervised, such sprinkler waterflow alarm devices shall be powered by a fire alarm control unit or, where provided, a fire alarm system. Where a fire alarm system is provided, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Exception: Automatic sprinkler systems protecting one- and two-family dwellings.

- (11) Subsection 901.4.7 "Pump and riser room size" is hereby amended to read as follows:

**901.4.7. Pump and riser room size.** Where provided, fire pump rooms, fire alarms, emergency alarms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pumps, fire alarm, emergency alarm and automatic sprinkler system riser rooms shall be installed in an exterior wall with access from the exterior. The room requires a one-hour fire-resistance-rated assembly or two-hour assembly where required by other section of the code. The unobstructed passageways shall be large enough to allow removal of the largest piece of equipment.

- (12) Section 1009.2.1 "Elevators required" is hereby amended to read as follows:

**1009.2.1. Elevators required.** In buildings where a required accessible floor is two or more stories above or below a level of exit discharge or where an accessible occupiable roof is above a story that is two or more stories above the level of exit discharge, not less than one required accessible means of egress shall include an elevator complying with Section 1009.4.

- (13) Subsection 1103.5.1 "Group A-2" is hereby deleted.

- (14) Subsection 1103.5.3 "Date by which sprinkler system must be installed" is the effective date of this code, March 1, 2026.

- (15) Section 5001.7 "Required Specialized Engineered Plans" is hereby amended to read as follows:

**5001.7. Required Specialized Engineered Plans.** All group H occupancies shall be designed with the assistance of an engineer specializing in fire protection, licensed in the State of Texas.

- (16) Section D105.1 "Where required" is hereby amended to read as follows:

**D105.1. Where required.**

Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), approved aerial fire apparatus access roads shall be

provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

Exception 1: Where approved by the fire code official, buildings of Type IA, Type IB or Type IIA construction equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1 and having firefighter access through an enclosed stairway with a Class I standpipe from the lowest level of fire department vehicle access to all roof surfaces.

Exception 2: Where approved by the fire code official, buildings of Type IIB construction, up to 45' in height, equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1 and having firefighter access through an enclosed stairway with a Class I standpipe from the lowest level of fire department vehicle access to all roof surfaces, and two (2) egress stairways having at least 1-hour fire rating and separated in accordance with section 1007.1.1.

Section 9. That Chapter 30 "Fire Protection and Prevention," Article III "Fire Codes," Division 3 "Life Safety Code," Section 30-119 "Appeals" of the Friendswood City Code is hereby amended to read as follows:

## **CHAPTER 30. FIRE PROTECTION AND PREVENTION**

### **ARTICLE III. FIRE CODES**

#### **DIVISION 3. LIFE SAFETY CODE**

##### **Sec. 30-118. Life Safety Code Adopted.**

The 2024 Edition of the NFPA Life Safety Code 101, including all appendices thereto, as published by the National Fire Protection Association, Inc., an authentic copy of which is available at the Friendswood Public Library and fire code official's office, is hereby adopted and made a part of this division, except as follows:

##### **Sec. 30-119. Appeals.**

Whenever the fire marshal shall disapprove an application or when it is claimed that the provisions of the Life Safety Code do not apply or that the true intent and meaning of such code has been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the fire marshal to the construction board of appeals within twenty (20) days from the date of the decision.

Section 10. 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) for fire safety and public health and sanitation violations AND FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for all other violations. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

Section 11. That all ordinances or parts of ordinances in conflict or inconsistent with this ordinance are hereby expressly repealed.

Section 12. 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 13. 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 14. This ordinance shall take effect on March 1, 2026, after its passage on second reading by the City Council of the City of Friendswood, Texas, and its publication in the official newspaper of the City.

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 1<sup>st</sup> day of December, 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 5<sup>th</sup> day of January, 2026.

JOHN ELLISOR, Mayor Pro Tem

ATTEST:

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

# Chapter 2: Administration

- **Construction Board of Appeals**

- Decisions of the building official
- Decisions of the fire code official
- Flood damage prevention
- Local licenses

## **Zoning Board of Adjustment**

- Zoning
- Building and Standards Commission
- Signs



# CH 14: BUILDING CODES TO BE ADOPTED

- **INTERNATIONAL BUILDING CODE (2024)**
- **INTERNATIONAL RESIDENTIAL ONE- AND TWO-FAMILY CODE (2024)**
- **INTERNATIONAL PLUMBING CODE (2024)**
- **INTERNATIONAL MECHANICAL CODE (2024)**
- **NATIONAL ELECTRIC CODE (2023)**
- **INTERNATIONAL SWIMMING POOL AND SPA CODE (2024)**
- **INTERNATIONAL ENERGY CONSERVATION CODE (2024)**



# WHY IS IT IMPORTANT

- CODE UPDATES BENEFIT FRIENDSWOOD RESIDENTS BY MAINTAINING A GOOD RATING WITH INSURANCE SERVICES OFFICE'S (ISO) BUILDING CODES EFFECTIVENESS GRADING SCHEDULE (BCEGS). STAYING COMPLIANT ENSURES LOWER INSURANCE RATES, SAFE, SUSTAINABLE, AND CURRENT BUILDING PRACTICES. THE COMMUNITY RECEIVES BETTER STRUCTURES THAT REDUCE PROPERTY OWNER COSTS FOR MAINTENANCE AND ENERGY EFFICIENCIES.



# SUMMARY OF CHANGES

- **INCREASED GUIDANCE OF GREEN BUILDING AND ADD ON POWER SOURCES**
- **UPDATED STANDARDS AND PRACTICES FOR NEW PRODUCTS**
- **ACCESSIBILITY REVISIONS**
- **GUIDANCE OF OCCUPIABLE ROOFS AND NEW AND INNOVATIVE OCCUPANCIES**
- **UPDATED WEATHER STANDARDS**
- **INCREASED ELECTRICAL SAFETY**



# Chapter 30: Fire Codes to be adopted

## 2024 International Fire Code including appendices B-N, excluding J

- A – Board of Appeals
- B – Fire-Flow Requirements for Buildings
- C – Fire Hydrant Locations and Distribution
- D – Fire Apparatus Access Roads
- E – Hazard Categories
- F – Hazard Ranking
- G – Cryogenic Fluids – Weight and Volume Equivalents
- H – Hazardous materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions
- I – Fire Protection Systems – Noncompliant Conditions
- K- Construction Requirements for Existing Ambulatory Care Facilities
- L – Requirements for Firefighter Air Replenishment Systems
- M – High-Rise Buildings – Retroactive Automatic Sprinkler Requirement
- N – Indoor Trade Shows and Exhibitions

## 2024 NFPA Safety 101



**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/03/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider on second and final 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 second and final 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.

This is the second and final reading of the proposed ordinance. The City Council approved the ordinance on first reading on November 3, 2025. 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.

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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 3<sup>rd</sup> day of November, 2025.

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JOHN ELLISOR, Mayor Pro Tem

ATTEST:

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RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

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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 1<sup>st</sup> day of December, 2025.

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MIKE FOREMAN, Mayor

ATTEST:

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RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

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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 1<sup>st</sup> 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 15<sup>th</sup> 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 20<sup>th</sup> 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"> <li>➤ Statutory Limits</li> <li>➤ Employer's Liability: \$1,000,000</li> <li>➤ Waiver of subrogation Required</li> </ul>
Commercial General Liability	<ul style="list-style-type: none"> <li>➤ Per Occurrence: \$1,000,000</li> <li>➤ Aggregate: \$2,000,000</li> <li>➤ Products &amp; Completed Operations: \$2,000,000</li> <li>➤ Personal &amp; Advertising Injury: \$1,000,000</li> <li>➤ Waiver of subrogation required</li> <li>➤ Coverage shall be broad form CGL</li> </ul>
Business Automobile	<ul style="list-style-type: none"> <li>➤ Combined Single Limits: \$2,000,000</li> <li>➤ Coverage for "Any Auto"</li> <li>➤ Waiver of subrogation required</li> </ul>
Excess Umbrella Liability	<ul style="list-style-type: none"> <li>➤ Per Occurrence: \$5,000,000</li> <li>➤ Aggregate: \$5,000,000</li> </ul>

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 1<sup>st</sup> 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: December 1, 2025

Date submitted: 11/03/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider on second and final 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
	Charge		Charge		
Total Residential Bag 96-Gallon Cart/18-Gallon Recycle Bin	\$17.41		\$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	\$18.73		\$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. On November 3, 2025, the City Council passed this ordinance on first reading. The effective date of this ordinance and the new rates, if passed, 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 "Solid Waste – Chapter 66" fees, which fees 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.

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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 3<sup>rd</sup> day of November, 2025.

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JOHN ELLISOR, Mayor Pro Tem

ATTEST:

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RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

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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 1<sup>st</sup> day of December, 2025.

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MIKE FOREMAN, Mayor

ATTEST:

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RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

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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
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: December 1, 2025

Date submitted: 11/12/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider an ordinance repealing Chapter 70 "Streets, Sidewalks, and Other Public Places," Article III "Construction," Section 70-74 "Duties of abutting property owners; failure of property owners to have work done" and Section 70-75 "Altering lines or grades when putting down permanent street pavement" in their entireties to eliminate certain property owner responsibilities and to conform the Friendswood City Code to current practices and amending Chapter 70 "Streets, Sidewalks, and Other Public Places," Article III "Construction," Section 70-81 "Extending into Street" of the Friendswood City Code to differentiate between the permitted height of plants, trees and branches in and over public streets from those over pedestrian areas within public rights-of-way.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This proposed ordinance makes the following changes to the Friendswood City Code:

1. repeals Section 70-74 "Duties of abutting property owners; failure of property owners to have work done" and Section 70-75 "Altering lines or grades when putting down permanent street pavement" and
2. amends Section 70-81 "Extending into street."

The repeal of Section 70-74 and 70-75 conforms the Code to current practices of the City and removes the property owners' responsibility for maintenance of certain public infrastructure abutting their property. The repeal of these sections are consistent with the City's standard plat notes and current practice. Ultimately, the City is responsible for sidewalks, (parallel to street and not within the width of the driveway), curbs, gutters, and storm, water and sewer infrastructure within the public rights-of-way; and property owners are responsible for driveways, sidewalk within driveway, sidewalk landing and up to the house generally perpendicular to the street, and culvert pipes on open ditch streets under driveways (unless damaged by City infrastructure). This proposed change does not affect infrastructure within a private subdivision.

Additionally, on August 5, 2024, the City Council enacted Ordinance No. 2024-22 to increase the vertical clearance of vegetation overhanging sidewalks and roadways in the City to ensure that such limbs do not interfere with pedestrian or traffic safety. The proposed ordinance differentiates the permitted height of plants, trees and branches in and over public streets from that over pedestrian areas within public rights-of-way as follows:

- 15 feet over a public street and
- 10 feet over remainder of the right-of-way.

This is the first reading of the proposed ordinance. If approved on first reading, the second and final

reading of this proposed ordinance will be placed on the City Council's agenda for January 5, 2026, for its consideration.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Ordinance - Sidwalks and Trees

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, REPEALING CHAPTER 70 "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES," ARTICLE III "CONSTRUCTION," SECTION 70-74 "DUTIES OF ABUTTING PROPERTY OWNERS; FAILURE OF PROPERTY OWNERS TO HAVE WORK DONE" AND SECTION 70-75 "ALTERING LINES OR GRADES WHEN PUTTING DOWN PERMANENT STREET PAVEMENT" OF THE FRIENDSWOOD CITY CODE IN THEIR ENTIRETIES TO ELIMINATE CERTAIN PROPERTY OWNER RESPONSIBILITIES TO CONFORM THE FRIENDSWOOD CITY CODE TO CURRENT PRACTICES; AMENDING CHAPTER 70 "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES," ARTICLE III "CONSTRUCTION," SECTION 70-81 "EXTENDING INTO STREET" OF THE FRIENDSWOOD CITY CODE TO DIFFERENTIATE BETWEEN THE PERMITTED HEIGHT OF PLANTS, TREES AND BRANCHES IN AND OVER PUBLIC STREETS AND THOSE OVER PEDESTRIAN AREAS WITHIN PUBLIC RIGHTS-OF-WAY; PROVIDING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, certain provisions in the Friendswood City Code relating to abutting property owners' duties pertaining to the altering, repair, and maintenance of public infrastructure in the public rights-of-way are outdated or no longer consistent with current practices and standards of the City; and

WHEREAS, the City Council finds that repealing Sections 70-74 and 70-75 of the Friendswood City Code in their entireties will promote clarity, eliminate unnecessary regulatory burdens on property owners, and ensure that the Friendswood City Code reflects modern maintenance and public works procedures administered directly by the City; and

WHEREAS, additionally, on August 5, 2024, the City Council enacted Ordinance No. 2024-22 to increase the vertical clearance of vegetation overhanging sidewalks and roadways in the City to ensure that such limbs do not interfere with pedestrian or traffic safety; and

WHEREAS, the City Council wishes to enact different standards for the vertical clearances over streets and the vertical clearance over pedestrian areas; and

WHEREAS, the City Council finds that the clearances established herein are reasonable and sufficient to protect the public from debris on the roadway, traffic delays and injuries when utilizing the City's public rights-of-way; 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 70 "Streets, Sidewalks, and Other Public Places," Article III "Construction" of the Friendswood City Code is hereby amended by repealing Section 70-74 "Duties of abutting property owners; failure of property owners to have work done" and Section 70-75 "Altering lines or grades when putting down permanent street pavement" in their entireties.

Section 3. That Chapter 70 "Streets, Sidewalks, and Other Public Places," Article III "Construction," Section 70-81 "Extending into street" of the Friendswood City Code is hereby amended to read as follows:

## **CHAPTER 70. STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES**

### **ARTICLE III. CONSTRUCTION**

#### **Sec. 70-81. Extending into right-of-way.**

- (a) No property owner shall permit the growth of any tree limbs that extend into the street at an elevation lower than fifteen feet (15') above the traveled portion of such street.
- (b) No property owner shall permit the growth of any tree limbs that extend into the right-of-way at an elevation lower than ten feet (10') above any area between the edge of pavement or curblineline to the property line.

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 FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense.

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

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

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

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

INTRODUCED, READ, AND PASSED on first reading by the affirmative vote of the City Council of the City of Friendswood this 1<sup>st</sup> day of December, 2025.

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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 5<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
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: December 1, 2025

Date submitted: 11/06/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider an ordinance amending the City’s General Budget for Fiscal Year 2025-2026 by approving “Budget Amendment II” 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. II
2. FY26 BA II Exhibit A 2025-12-01
3. FY26 BA II Exhibit B 2025-12-01

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

\*\*\*\*\*

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 II" to the "Original Budget of the City of Friendswood, Texas, for the Fiscal Year 2025-26" attached hereto. Said Budget Amendment II 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 1<sup>st</sup> day of December, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**City of Friendswood  
Budget Amendment Summary  
Fiscal Year FY2025-2026  
Budget Amendment II  
December 1, 2025**

1. **Information Technology Department – Website ADA Accessibility, \$7,991.** Transfer funds from the facilities division’s telephone/communications account in the Parks Department for website accessibility. The services are necessary to meet Americans with Disabilities Act requirements for local government websites. The funds will be transferred to the Information Technology Department’s internet/wireless services account.
2. **Police Department – Animal Services Donation, \$250.** Appropriate donation received from the Rotary Club. A donation was made for continuing education for A. Huyhn, the Animal Services supervisor. The funds will be appropriated to the animal services division’s training account.
3. **Police Department – Replacement K-9 Training & Accessories, \$12,900.** Appropriate funds for handler training and K-9 accessories for the replacement K-9 which was purchased in September 2025. Additional funds for handler training and K-9 accessories are necessary to put the K-9 into service. The funds will be appropriated to the patrol division’s personnel supplies account (\$1,200), operating equipment account (\$3,500), operating services account (\$1,200), and training account (\$7,000).
4. **Parks and Recreation Department – Santa in the Park Sponsorships, \$24,411.** Appropriate sponsorships received from Friendswood businesses for Santa in the Park. The funds will be appropriated to the Santa in the Park division’s community events account.
5. **Library Department – Christmas Decorations Donation, \$7,000.** Appropriate donation received from Friends of the Library for Christmas decorations. The funds will be appropriated to the Library’s operating services account.
6. **Greenbriar Bridge – Engineering Services, \$111,864.** Appropriate funds for engineering services related to Greenbriar Bridge. The contract with Guy Engineering Services, Inc. was approved by council at the November 3, 2025, City Council meeting. The funding sources will be unassigned general fund balance (\$27,966) and street maintenance fund undesignated fund balance (\$83,898).

City of Friendswood				
December 1, 2025				
2025-2026 Budget Amendment II - Exhibit B				
BA Number	Account Number	Project Number	Description	Amount
1	001-6460-419.7612		Transfer funds from Parks and Recreation facilities division to Information Technology for website accessibility services	(7,991)
1	001-0716-419.7730		Transfer funds from Parks and Recreation facilities division to Information Technology for website accessibility services	7,991
2	001-0000-38600		Appropriate donation received from the Rotary Club for training	(250)
2	001-2150-441.7510	DNAC	Appropriate donation received from the Rotary Club for training	250
3	001-0000-30500		Appropriate unassigned general fund balance for K-9 handler training and accessories	(12,900)
3	001-2120-421.5200	K9ARRAS	Appropriate unassigned general fund balance for K-9 handler training and accessories - bullet proof vest	1,200
3	001-2120-421.5400	K9ARRAS	Appropriate unassigned general fund balance for K-9 handler training and accessories - kennel, ecollar, bite suit	3,500
3	001-2120-421.7400	K9ARRAS	Appropriate unassigned general fund balance for K-9 handler training and accessories - concrete pad	1,200
3	001-2120-421.7510	K9ARRAS	Appropriate unassigned general fund balance for K-9 handler training and accessories - handler training	7,000
4	001-0000-34772		Appropriate sponsorships received for Santa in the Park event	(24,411)
4	001-6421-452.7910	SANTA	Appropriate sponsorships received for Santa in the Park event	24,411
5	001-0000-38600		Appropriate donation received from Friends of the Library for Library Christmas Décor	(7,000)
5	001-6310-459.7400		Appropriate donation received from Friends of the Library for Library Christmas Décor	7,000
6	001-0000-30500		Appropriate unassigned general fund balance for Greenbriar Bridge engineering services	(27,966)
6	001-7001-431.8582	STRT2026.001ENG	Appropriate unassigned general fund balance for Greenbriar Bridge engineering services	27,966
6	175-0000-30100		Appropriate undesignated fund balance for Greenbriar Bridge engineering services	(83,898)
6	170-7001-431.8582	STRT2026.001ENG	Appropriate undesignated fund balance for Greenbriar Bridge engineering services	83,898

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 10/08/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution authorizing the City Manager to execute a finance contract with Government Capital Corporation for the financing of a ladder truck for Friendswood Volunteer Fire Department, Inc.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This proposed resolution authorizes the City Manager to enter into an agreement with Government Capital Corporation to finance a ladder truck for Friendswood Volunteer Fire Department, Inc. The contract will be made pursuant to Section 271.005 of the Texas Local Government Code based upon the following:

<b>Public Property Finance Contract</b>	
Equipment Costs	\$2,299,689.00
Annual Term	10 payments
Interest Rate	4.355%
Payment Amount	\$288,239.62
Payments Beginning	September 1, 2026, & annually thereafter

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Resolution - Financing Agreement with Government Capital Corporation
2. Financing Proposal - Friendswood, City of TX - Fire Truck - 20251114 -NBQ

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCE CONTRACT WITH GOVERNMENT CAPITAL CORPORATION FOR THE FINANCING OF A LADDER TRUCK AND RELATED APPURTENANCES FOR THE FRIENDSWOOD VOLUNTEER FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWO MILLION TWO HUNDRED NINETY-NINE THOUSAND SIX HUNDRED EIGHTY-NINE AND NO/100 DOLLARS (\$2,299,689.00); AUTHORIZING ADVANCE FUNDING AND EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED; AND PROVIDING FOR THE EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, the City of Friendswood (the "City") desires to enter into a certain Finance Contract by and between the City and Government Capital Corporation ("GCC") for the purpose of financing a ladder truck and related appurtenances (collectively the "Financed Project") for the Friendswood Volunteer Fire Department; and

WHEREAS, the City desires to reimburse itself for the costs associated with the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof; and

WHEREAS, the City desires to designate City Manager Morad Kabiri as an authorized signer of the Finance Contract; NOW THEREFORE,

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

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

Section 2. That the City Council hereby authorizes the City Manager to enter into a Finance Contract with Government Capital Corporation and to execute other necessary documents for the purpose of financing the Financed Project subject to the following:

<b>Public Property Finance Contract</b>	
Equipment Costs	\$2,299,689.00
Annual Term	10 payments
Interest Rate	4.355%
Payment Amount	\$288,239.62
Payments Beginning	September 1, 2026, & annually thereafter

Section 3. The City reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is sixty (60) days prior to the date hereof and that are to be paid in connection with the Financed Project from the proceeds of the obligations to be issued subsequent to the date hereof in accordance with Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

Section 4. That the City reasonably expects that the maximum principal amount of the obligations issued to reimburse the City for costs associated with the Financed Project will not

exceed the TWO MILLION TWO HUNDRED NINETY-NINE THOUSAND SIX HUNDRED EIGHTY-NINE AND NO/100 DOLLARS (\$2,299,689.00).

Section 5. That unless otherwise advised by bond counsel, any reimbursement allocation will be made not later than eighteen (18) months after the later of (i) the date the original expenditure is paid or (ii) the date on which the Financed Project to which the expenditure relates is placed in service or abandoned, but in no event more than three (3) years after the original expenditure.

Section 6. 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 1<sup>st</sup> day of December, 2025.

---

MIKE FOREMAN, Mayor

ATTEST:

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RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

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KAREN L. HORNER, City Attorney



# Financing Proposal

*Prepared For*



## City of Friendswood

November 14, 2025

*Submitted By*

### **Government Capital Corporation**

345 Miron Drive  
Southlake, Texas 76092

### **Matt Sullivan**

Municipal Finance Specialist | Client Services

Main: (817) 421-5400

Direct: (817) 722-0212



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## Corporate Overview

Government Capital Corporation (GCC) was founded in 1992 with the primary purpose of providing tax-exempt financing solutions for state and local government entities including cities, schools, counties, and special districts. Since our inception, GCC and its affiliates have provided financing solutions exceeding \$6 billion for many different types of projects. These financings have provided funding for a wide variety of municipal needs including vehicles, technology, facilities, and heavy-duty equipment. Although we serve clients in all 50 states, one of our primary areas of focus is assisting Texas cities with acquiring essential personal property and equipment. Our team possesses extensive experience assisting local Texas governments in creating, evaluating and implementing financing structures of every type authorized by state borrowing authorities. Since our inception, we've been honored to provide financing solutions for over 560 Texas cities, representing over 45 percent of the cities in the state. In many cases, we have helped our clients adapt to and comply with regulatory changes as well as enable them to execute financings more rapidly, efficiently, and economically.

## Representative Experience

**City of Mathis** - Government Capital's longest client relationship is with the City of Mathis, Texas. From the firm's very first funding in January of 1993 to the present day, GCC has provided the City of Mathis with millions of dollars in financing. Projects have included public works, public safety, capital equipment, energy efficiency, and technology improvements as well as various economic development projects.

**City of San Saba** - For over 20 years, Government Capital has assisted the City of San Saba with providing tailored financing solutions for more than 55 projects. With GCC's support, the city has financed a wide variety of vehicles, equipment, infrastructure improvements, and real estate acquisitions. The city's Economic Development Corporation has also partnered with Government Capital to fund playground and water park projects.

**City of Van Horn** - Since 2002, GCC has partnered with the City of Van Horn to create various financing solutions that fit the needs of the city. Projects have included numerous vehicle and equipment acquisitions as well as utility improvement projects.

**City of Corrigan** - Government Capital's relationship with the City of Corrigan began in 2006 and has included funding a variety of acquisitions for police vehicles, technology, and public safety equipment. Most recently, the city financed a water meter replacement project to install radio-read meters to recapture water loss.

**City of Hillsboro** - Since 2010, the City of Hillsboro and Government Capital have completed numerous projects and acquisitions together. These projects have included public safety vehicle acquisitions, HVAC upgrades, capital equipment procurement, and utility meter updates. Most recently, the city financed hardware and software technology upgrades for the police department.

**City of Post** - Government Capital has partnered with the City of Post since 2020 to fund projects from heavy equipment acquisitions to water meter replacements. Additionally, GCC has provided multiple refinancings designed to reduce interest costs, allowing the city to reallocate critical funds.

**City of La Feria** - Since 2005, Government Capital has provided financing solutions to the City of La Feria. Funded projects have included acquiring public safety vehicles and public works equipment. Most recently, GCC funded a city-wide utility meter replacement project.



**GOVERNMENT CAPITAL  
CORPORATION**

**Partial Listing of Texas City Clients**



City of Brady



City of Stephenville



City of Troup



City of Anson



City of Dilley



City of Early



City of Eastland



City of Katy



City of Ralls



City of Poteet



City of Dublin



City of Whitney



Town of Anthony



City of Panhandle



City of Roma



City of Liberty Hill



City of East Tawakoni



Town of Pecos City



City of Dalhart



City of Hidalgo



City of Mineral Wells



City of Chandler



City of Lamesa



City of Canyon



November 14, 2025

Bloskas CGFO Rhonda, CPA  
City of Friendswood  
(281) 996-3216  
rbloskas@friendswood.com

Dear Mrs. Bloskas, CPA, CGFO,

Thank you for the opportunity to present proposed financing for The City of Friendswood. I am submitting for your review the following proposed structure:

ISSUER:	City of Friendswood, TX
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 2,299,689.00
ANNUAL TERM:	10 Payments
INTEREST RATE:	4.355%
PAYMENT AMOUNT:	\$ 288,239.62
PAYMENTS BEGINNING:	Sept 01, 2026, annually thereafter

The above payment amount includes cost of issuance of 0.01. These issuance costs may be separated out and invoiced to the city upon request. Issuance costs can include documentation fees, legal fees etc. The above proposal is subject to audit analysis, assumes non bank qualified status and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Matt Sullivan*  
Matt Sullivan  
Client Services  
Main: 817-421-5400



**GOVERNMENT CAPITAL CORPORATION**

**RESOLUTION**

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING  
**"A Fire Truck"**.

WHEREAS, City of Friendswood (the "Issuer") desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing **"A Fire Truck"**.

WHEREAS, the City desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

WHEREAS, the City desires to designate Name: \_\_\_\_\_, Title: \_\_\_\_\_, as an authorized signer of the Finance Contract.

NOW THEREFORE, BE IT RESOLVED BY CITY OF FRIENDSWOOD:

Section 1. That the Issuer will enter into a Finance Contract with Government Capital Corporation for the purpose of financing **"A Fire Truck"**.

Section 2. That the Finance Contract by and between the City of Friendswood and Government Capital Corporation is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the \_\_\_\_\_ (Title) or designee, as the authorized signer of the Finance Contract by and between the City of Friendswood and Government Capital Corporation as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_ by a vote of \_\_\_\_\_ Ayes to \_\_\_\_\_ Nays and is effective this \_\_\_\_\_, 2025.

**Issuer:** City of Friendswood

Witness Signature

NAME: \_\_\_\_\_, Mayor

NAME: \_\_\_\_\_, City Secretary

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 10/31/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider a resolution to consider authorizing the City Manager to execute a five-year Municipal Lease-Purchase Agreement with Motorola Solutions, Inc. for the purchase and installation of AXS Dispatch Console equipment and APX N70 portable radios to replace end-of-service life radios and console systems in the Friendswood Police Department.

Originating Department: Police Department

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The Friendswood Police Department relies on Motorola radio and dispatch console systems for all public safety communications. These systems serve as the primary link between dispatchers, patrol units, and mutual aid partners in the Houston-Galveston region. The Department's current radio fleet and console equipment are at or near end-of-service life, meaning that manufacturer support, parts availability, and software updates will soon be discontinued.

Motorola has announced the phase-out of the existing APX series radios and Gold Elite/older console infrastructure. In fact, we have already seen that critical components are no longer supported and parts are difficult to obtain after a recent lightning strike at the PSB that disabled one of the console systems. Continuing to operate unsupported systems creates significant risk of communication failure, delays in emergency response, and reduced interoperability with surrounding jurisdictions.

The proposed upgrade will:

- Replace obsolete radios with Motorola APX N70 portable radios, ensuring compatibility with regional and state interoperability systems.
- Replace existing dispatch console equipment with the Motorola AXS Console System, providing enhanced reliability, redundancy, and integration with the City's 9-1-1 and CAD/RMS systems.
- Include installation, programming, system integration, and training for communications staff and field personnel.

The total project contract amount is \$1,535,967.29 of which \$1,236,034.29 will be financed through a 5-year Municipal Lease-Purchase Agreement with Motorola Solutions, Inc. with the first payment due one year after contract execution. The lease payments will be funded through the Tax Debt Service Fund. The agreement allows the City to acquire essential communications equipment immediately while spreading the financial impact over multiple fiscal years. Funding for the annual radio application payments and years 2-5 warranties will be included in the Police Department's operating budget and not made a part of the balance to finance. The contract includes H-GAC and TXWARN contract discounts in the amount of \$491,353.08 and a contract execution incentive discount in the amount of \$35,000.49. Pricing increases will be effective in January 2026.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

Reliable communication is critical to the safety of officers and the community. Replacement of obsolete equipment ensures:

- Operational reliability and system redundancy in critical incident response.
- Interoperability with regional partners, including Harris County, Galveston County, and the Houston-Galveston Area Council's interoperability network.
- Compliance with national standards for digital radio communications (Project 25).
- Elimination of maintenance risks and escalating costs associated with unsupported legacy systems.
- Enhanced dispatch functionality, including improved audio clarity, GPS integration, and streamlined incident management capabilities.

This project represents a necessary investment in public safety infrastructure and aligns with the City's ongoing commitment to maintain modern, dependable, and interoperable emergency communications.

<b>RECOMMENDATIONS</b>
------------------------

Staff recommends that City Council authorize the City Manager to execute a five-year Municipal Lease-Purchase Agreement with Motorola Solutions, Inc. for the AXS Console and APX N70 Radio Upgrade.

<b>ATTACHMENTS</b>
--------------------

1. Resolution - Lease-Purchase Agreement
2. City of Friendswood AXS Console and Radio Upgrade Proposal - Final
3. Lease-Purchase Agreement
4. STATEMENT OF ESSENTIAL USE

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR MUNICIPAL LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC., FOR THE PURCHASE AND INSTALLATION OF AN AXS DISPATCH CONSOLE SYSTEM AND APX N70 PORTABLE RADIOS FOR THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED ONE MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED SIXTY-SEVEN AND 29/100 DOLLARS (\$1,535,967.29); AND PROVIDING FOR THE EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, the City of Friendswood Police Department relies on Motorola radio and dispatch console systems as the primary means of communication between dispatchers, patrol officers, and mutual aid partners; and

WHEREAS, the existing radio and console systems have reached or are nearing end-of-service life, resulting in limited manufacturer support, unavailable replacement parts, and increasing maintenance risks; and

WHEREAS, the Friendswood Police Department has identified the need to replace its obsolete communication systems to maintain reliable, interoperable, and mission-critical emergency communications; and

WHEREAS, the total project cost will be financed through a five-year Municipal Lease-Purchase Agreement with Motorola Solutions, Inc., allowing the City to acquire the necessary public safety communications equipment while managing fiscal impact over multiple budget years; and

WHEREAS, the City Council finds that this upgrade is necessary to ensure continued reliability of public safety communications, officer safety, and interoperability with surrounding jurisdictions; and

WHEREAS, the City Council desires to designate City Manager Morad Kabiri as an authorized signer of the Lease-Purchase Agreement; NOW THEREFORE,

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

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

Section 2. That the City Council hereby authorizes the City Manager to execute a five-year Municipal Lease-Purchase Agreement (the "Agreement") with Motorola Solutions, Inc., for the purchase and installation of AXS console equipment and APX N70 portable radios, in an amount not to exceed ONE MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED SIXTY-SEVEN AND 29/100 DOLLARS (\$1,535,967.29) together with any related

documents necessary to complete the transaction, subject to approval as to form by the City Attorney.

Section 3. That the City Manager is authorized to take all actions necessary to implement the terms of the Agreement and ensure proper acquisition, installation, and operation of the new communications equipment.

Section 4. This resolution shall be effective immediately upon its passage and approval.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 1<sup>st</sup> day of December, 2025.

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MIKE FOREMAN, Mayor

ATTEST:

---

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

---

KAREN L. HORNER, City Attorney

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 10/30/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider a resolution casting its votes in the election of members of the Board of Directors of the Galveston Central Appraisal District (GCAD) for 2026.

Originating Department: City Secretary

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This proposed resolution allows the Council to cast its votes in the election of two (2) members of the Board of Directors of the Galveston Central Appraisal District (GCAD) for a two-year term set to begin January 1, 2026, and end on December 31, 2027, from the following candidates on the ballot:

- Robin Collins,
- Matt Doyle,
- Thomas Farmer, and
- James Ross.

The Board of Directors consists of nine (9) total members, including five appointed members who serve staggered terms, beginning January 1. In addition, there are three elected members and the Tax Assessor Collector who serves as a voting ex-officio member.

The City of Friendswood (the "City") may cast all its 129 votes for one candidate or distribute them among candidates for any number of directorships. The City's ballot will be approved via resolution and submitted to the chief appraiser before the December 14, 2025, deadline.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Mayor Foreman recommends that the Council cast its votes for Matt Doyle and Thomas Farmer as indicated on the attached resolution and ballot.

**ATTACHMENTS**

1. Resolution - GCAD Ballot
2. Exhibit A - City of Friendswood Ballot
3. GCAD Letter and Ballot Instructions
4. City of Friendswood Ballot

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

\*\*\*\*\*

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

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

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

WHEREAS, the City of Friendswood is a voting unit entitled to vote for up to two (2) candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired; and

WHEREAS, the City deems it appropriate and in the public interest to cast its votes for the candidate(s) of its choice to fill such positions; NOW THEREFORE,

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

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

Section 2. That the City of Friendswood hereby casts its 129 votes for the following individual(s) to fill positions on the Board of Directors of the Galveston Central Appraisal District:

Nominee	Votes Cast
Collins, Robin	
Doyle, Matt	65
Farmer, Thomas E.	64
Ross, James	
<b>TOTAL</b>	<b>129</b>

Section 3. That the Mayor be, and he is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution along with the ballot, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, to the Chief Appraiser of the Galveston Central Appraisal District on or before December 14, 2025.

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

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the City of Friendswood on this the 1<sup>st</sup> day of December, 2025.

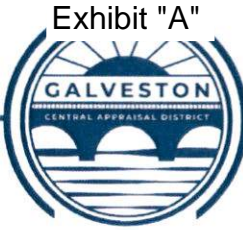
\_\_\_\_\_  
MIKE FOREMAN, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



9850 Emmett F. Lowry Expressway, Suite A  
Texas City, Texas 77591

Phone: (409) 935 - 1980  
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

2026

*Board of Directors Election*

**BALLOT**

Number of Votes Taxing Unit is Eligible to Cast:  129	Voting Unit:  City of Friendswood
---	---

CANDIDATES	VOTES
Collins, Robin	
Doyle, Matt	
Farmer, Thomas	
Ross James	

- ◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- ◆ DEADLINE: *by December 14<sup>th</sup>, 2025*



9850 Emmett F. Lowry Expressway, Suite A  
Texas City, Texas 77591

Phone: (409) 935 - 1980  
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

October 15, 2025

The Honorable Mike Foreman  
Mayor  
City of Friendswood  
910 S. Friendswood Drive  
Friendswood, TX 77546

'25OCT-24 1:32PM

Dear The Honorable Foreman,

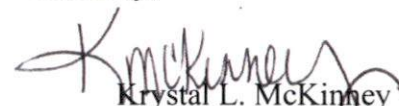
Enclosed is the ballot for the selection of two (2) appointed Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- ◆ The votes must be cast by written resolution.
- ◆ A copy of the resolution must accompany the completed ballot.
- ◆ Return the completed ballot and resolution **by December 14<sup>th</sup>, 2025.**

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,



Krystal L. McKinney  
Chief Appraiser

*KLM:ldff*

\*Ballot & Resolutions enclosed in Presiding Officers or Superintendent letters



9850 Emmett F. Lowry Expressway, Suite A  
Texas City, Texas 77591

Phone: (409) 935 - 1980  
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

October 15, 2025

Mr. Morad Kabiri  
City Manager  
City of Friendswood  
910 S. Friendswood Drive  
Friendswood, TX 77546

Dear Mr. Kabiri,

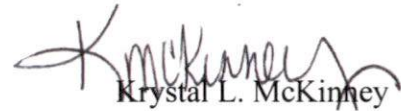
Enclosed is the ballot for the selection of two (2) appointed Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- ◆ The votes must be cast by written resolution.
- ◆ A copy of the resolution must accompany the completed ballot.
- ◆ Return the completed ballot and resolution **by *December 14<sup>th</sup>, 2025.***

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,



Krystal L. McKinney  
Chief Appraiser

*KLM:ldff*

\*Ballot & Resolutions enclosed in Presiding Officers or Superintendent letters



9850 Emmett F. Lowry Expressway, Suite A  
Texas City, Texas 77591

Phone: (409) 935 - 1980  
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

2026

*Board of Directors Election*

**BALLOT**

<p>Number of Votes Taxing Unit is Eligible to Cast:</p> <p style="text-align: center;">129</p>	<p>Voting Unit:</p> <p style="text-align: center;">City of Friendswood</p>
--	--

CANDIDATES	VOTES
Collins, Robin	
Doyle, Matt	
Farmer, Thomas	
Ross James	

- ◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- ◆ DEADLINE: *by December 14<sup>th</sup>, 2025*

## 2026 BOD Election Voting Allocation Sheet

ENTITIES	2024 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	\$119,815,089.55	13.312%	133.12141	665.6071	666
Dickinson ISD	\$77,688,658.39	8.632%	86.316539	431.5827	431
Friendswood ISD	\$45,712,938.99	5.079%	50.789687	253.9484	254
High Island ISD	\$4,560,784.59	0.507%	5.0672923	25.33646	25
Hitchcock ISD	\$15,227,487.71	1.692%	16.918609	84.59304	84
Clear Creek ISD	\$104,431,107.00	11.603%	116.02893	580.1446	580
Santa Fe ISD	\$25,290,777.00	2.810%	28.099498	140.4975	140
Texas City ISD	\$75,256,958.99	8.361%	83.614782	418.0739	418
City of Galveston	\$50,910,286.06	5.656%	56.564237	282.8212	283
City of Texas City	\$39,000,515.27	4.333%	43.331801	216.659	217
City of La Marque	\$7,534,661.37	0.837%	8.3714393	41.8572	42
City of Hitchcock	\$4,497,998.26	0.500%	4.9975331	24.98767	25
City of Jamaica Beach	\$1,030,333.32	0.114%	1.1447592	5.723796	6
City of Dickinson	\$6,789,923.69	0.754%	7.5439932	37.71997	38
City of Friendswood	\$23,199,867.48	2.578%	25.776378	128.8819	129
City of Kemah	\$1,307,917.46	0.145%	1.453171	7.265855	7
City of League City	\$49,338,068.61	5.482%	54.817413	274.0871	274
City of Santa Fe	\$3,534,227.10	0.393%	3.9267283	19.63364	20
Village of Tiki Island	\$2,858,731.30	0.318%	3.1762138	15.88107	16
City of Bayou Vista	\$1,325,626.65	0.147%	1.472847	7.364235	7
Galveston County Road and Flood	\$21,061.00	0.002%	0.0234	0.117	1
GALVESTON COUNTY	\$171,327,049.28	19.035%	190.35414	951.7707	952
Galveston College	\$18,995,427.53	2.111%	21.105005	105.525	105
College of the Mainland	\$50,388,222.77	5.598%	55.984195	279.921	280
Total Levy Amount Voting Entities:	\$900,043,719.37	100.00%	1000	x5	5000
Formula: 2024 Voting Districts Levy/ Grand Total All Voting Levy		%	X1000	x5	equals # of Votes

A RESOLUTION OF

City of Friendswood

VOTING IN THE APPOINTMENT OF MEMBERS OF THE BOARD OF DIRECTORS  
OF THE  
GALVESTON CENTRAL APPRAISAL DISTRICT  
2026

**RESOLUTION No. \_\_\_\_\_**

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

WHEREAS, the Board of Directors consists of nine total members including five appointed members who serve staggered terms, beginning January 1, in addition there are three elected members, and the Tax-Assessor Collector who serves as a voting ex-officio member.

WHEREAS, The City of Friendswood is a voting unit entitled to vote for up to 2 candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT, THAT:

The number of votes cast for the candidate(s), as exhibited in the attached ballot, is submitted by the City of Friendswood to the Galveston Central Appraisal District.

PASSED AND APPROVED by City of Friendswood,  
This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Signature and Title



9850 Emmett F. Lowry Expressway, Suite A  
Texas City, Texas 77591

Phone: (409) 935 - 1980  
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

2026

*Board of Directors Election*

**BALLOT**

Number of Votes Taxing Unit is Eligible to Cast:  129	Voting Unit:  City of Friendswood
---	---

CANDIDATES	VOTES
Collins, Robin	
Doyle, Matt	
Farmer, Thomas	
Ross James	

- ◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- ◆ DEADLINE: *by December 14<sup>th</sup>, 2025*

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/06/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider a resolution verifying the percentage of completion of cybersecurity training and ratifying the City Manager's submission of all documentation required by Section 2054.5191 of the Texas Government Code.

Originating Department: Information Technology

Degree of importance: High

**SUMMARY / ORIGINATING CAUSE**

Section 2054.5191 of the Texas Government Code requires the City, at least once a year, (i) to identify all City employees and elected/appointed officials who have access to the City's computer system and use such system for at least 25 percent of their duties and (ii) to mandate those individuals to complete a certified cybersecurity training program. Thereafter, the City Council is required to verify the completion of the training and to report on the same. This resolution confirms that all those required to complete the training (i) have done so or (ii) will be denied access to the City's computer system(s)/database(s). The resolution also directs the City Manager or his designee to perform periodic audits to ensure compliance with this law and ratifies the City Manager's submission of documentation to the Texas Department of Information Resources regarding the City's compliance.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

Failure to comply can result in loss of grants and return of grant funding given.

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Resolution - Cybersecurity Training
2. Confirmation of Cybersecurity Training Certification

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, VERIFYING THE PERCENTAGE OF COMPLETION OF CYBERSECURITY TRAINING AND RATIFYING THE CITY MANAGER'S SUBMISSION OF ALL DOCUMENTATION REQUIRED BY SECTION 2054.5191 OF THE TEXAS GOVERNMENT CODE TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES; AND PROVIDING FOR AN EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, Section 2054.5191 of the Texas Government Code requires the City at least once each year (i) to identify all City employees and elected and appointed officials who have access to the City's computer system or database and use a computer to perform at least 25 percent of the employee's or official's required duties and (ii) to require them to complete a certified cybersecurity training program; and

WHEREAS, the City Manager has identified those employees and officials of the City required to complete the certified cybersecurity training program; and

WHEREAS, the City Manager has ensured that all such employees and officials of the City have had an opportunity to complete this required training; and

WHEREAS, the City Manager has provided the results of the completion of this required training to the City Council; and

WHEREAS, the City Council must verify and report on such results and require periodic audits to ensure compliance with this statutorily required training; NOW THEREFORE,

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

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

Section 2. That the City Council has verified the completion of the certified cybersecurity training program by not only City employees but also its elected and appointed officials subject to the requirements of Section 2054.5191 of the Texas Government Code. The City Council hereby reports that all of those required to complete such program (i) have done so or (ii) have been denied access to the City's computer system(s)/database(s).

Section 3. That the City Council hereby ratifies the City Manager's submission of documentation evidencing the City's compliance with requirements of Section 2054.5191 of the Texas Government Code to the Texas Department of Information Resources.

Section 4. That the City Council hereby directs the City Manager or his designee to perform periodic audits to ensure compliance with this law.

Section 5. 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 1<sup>st</sup> day of December, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

H:\City Council\Resolutions\2025\12-01-2025\Resolution - Cybersecurity Training.docx

**From:** [Security Training Verification Site Guest User](#)  
**To:** [Morad Kabiri; TXTrainingCert@dir.texas.gov](mailto:Morad.Kabiri@dir.texas.gov)  
**Subject:** Confirmation of Cybersecurity Training Certification STV-24996  
**Date:** Wednesday, November 12, 2025 4:58:49 PM

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This email serves as a written certification of City of Friendswood's compliance with cybersecurity training, required under Texas Government Code Sections 2054.5191 and 2054.5192. Please save this confirmation for your entity's records as it is required to be included as part of the grant application under Texas Government Code Section 772.012, or the state agency's strategic plan under Texas Government Code Section 2056.002, as applicable.

This email confirms that you have successfully submitted the required annual Cybersecurity Training Certification for Fiscal Year 2025 for City of Friendswood.

ReportID: STV-24996

Email: [mkabiri@friendswood.com](mailto:mkabiri@friendswood.com)

Name: Morad Kabiri

Title: City Manager

Organization Name: City of Friendswood

Organization Type: Local Government

Phone Number: (281) 996-3250

Fiscal Reporting Year: 2025

Percentage Training Completion: 100%

(For School Districts, if provided) Were school district employees trained (in addition to the Cybersecurity Coordinator and elected/appointed officials who have access to local government systems and use a computer to perform 25% of their duties)?

Certification Statement

- If a local government, my organization is in compliance with the employee security awareness training requirements of Section 2054.5191, Texas Government Code;
- If a school district, my district is also in compliance with Section 11.175(g), Education Code;
- If a state agency, my agency is in compliance with the employee security awareness training requirements of Section 2054.519, Texas Government Code and the contractor security awareness training requirements of Section 2054.5192, Texas Government Code.

AND

- My organization is in compliance with the internal review requirements of Section 2054.5191, Texas Government Code; and
- I am authorized by my organization to submit this certification.

I certify that the information I have submitted is true and complete. I understand that knowingly submitting information that is not true and complete may result in civil or criminal penalties. I acknowledge that submitting this

form satisfies the reporting requirements specified under Sec. 2054.5191 and Sec. 2054.5192, Texas Government Code (if applicable).

Date Submitted: November 12, 2025

Thank you.

Texas Department of Information Resources

[TXTrainingCert@dir.texas.gov](mailto:TXTrainingCert@dir.texas.gov)

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/17/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider a resolution suspending the December 19, 2025, effective date of Texas-New Mexico Power Company's requested rate change; approving the cooperation with other TNMP Cities to evaluate the filing to determine whether the filing complies with law and to determine the appropriate course of action; hiring Lloyd Gosselink attorneys and consulting services to negotiate with TNMP and direct any necessary litigation and appeals.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

Texas-New Mexico Power Company ("TNMP") filed an application on November 14, 2025, with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$34 million. TNMP asks the City to approve a 6.4%% increase in residential rates and an overall increase of 5% in rates. TNMP is also proposing a 6.6%% decrease for streetlighting customers, but significant increases for commercial customers. Monthly rates would increase by approximately \$5.20 for an average residential customer.

This proposed resolution suspends the December 19, 2025 effective date of TNMP's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other cities served by TNMP, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective.

If the City fails to take some action regarding the filing before December 19, 2025 (effective date of the rate increase), TNMP's rate request is deemed approved.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Resolution - Suspending TNMP Electric Rate Increase

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, SUSPENDING THE DECEMBER 19, 2025, EFFECTIVE DATE OF TEXAS-NEW MEXICO POWER COMPANY'S (TNMP'S) REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING CONTINUED COOPERATION WITH OTHER TNMP CITIES; HIRING LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C., AND CONSULTANTS TO NEGOTIATE AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; REQUIRING NOTICE OF THIS RESOLUTION TO TNMP AND LEGAL COUNSEL FOR THE GULF COAST COALITION OF CITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

\*\*\*\*\*

WHEREAS, on or about November 14, 2025, Texas-New Mexico Power Company ("TNMP"), pursuant to the Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001, filed with the City of Friendswood, Texas ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective December 19, 2025; and

WHEREAS, the City is a member of a coalition of TNMP Cities and will cooperate with the other similarly situated city members and other city participants in conducting a review of TNMP's application and to hire and direct legal counsel and consultants to prepare a common response and to negotiate with TNMP and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility; NOW THEREFORE,

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

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

Section 2. That the December 19, 2025, effective date of the rate request submitted by TNMP on or about November 14, 2025, shall be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Section 3. That the City is authorized to cooperate with other cities served by TNMP to coordinate efforts to protect the interests of the City and protect the interests of TNMP's end-user customers residing and conducting business within municipal limits.

Section 4. Subject to the right to terminate employment at any time, the City of Friendswood hereby authorizes the hiring of Jamie Mauldin of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., and consultants to negotiate with TNMP, to make recommendations regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

Section 5. That the City's reasonable rate case expenses shall be reimbursed by TNMP on a timely basis.

Section 6. That the City Secretary is hereby directed to send a copy of this resolution to TNMP, care of Scott Seamster, Corporate Counsel, 577 N. Garden Ridge Boulevard, Lewisville, Texas 75067 and scott.seamster@txnmenergy.com and to Jamie Mauldin, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 and jmauldin@lglawfirm.com.

Section 7. 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 1<sup>st</sup> day of December, 2025.

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MIKE FOREMAN, Mayor

ATTEST:

---

RAQUEL MARTINEZ, City Secretary

APPROVED AS TO FORM:

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KAREN L. HORNER, City Attorney

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/12/2025

Prepared by: Karen Horner, City Attorney

Subject: Consider authorizing a License Agreement with Friendswood Bristol, Ltd., for the installation and maintenance of a sixty-inch (60") storm sewer line and a six inch (6") utility sleeve for telecommunication services within a portion of the Chelsea Line right-of-way.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This proposed License Agreement allows Friendswood Bristol, Ltd., to install and maintain a sixty-inch (60") storm sewer line and a six inch (6") utility sleeve for telecommunication services within a portion of the Chelsea Line right-of-way. In 2024, the City Council approved a Planned Unit Development for this project which will include:

1. 232 age-restricted (55 and older) units with amenities, including resort-style clubhouse, detention lake with fountains, walking trails and interior upgrades above-market standards and
2. 18,000 square feet of commercial development.

These improvements to be located within the property described in this license agreement are necessary for the construction of The Bristol, which will be located at 650 and 800 N Friendswood Drive.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. License Agreement - The Bristol 800 N Friendswood Drive
2. Blazer Building Southwest - COI
3. Form 1295 Certificate
4. Government Code Verifications Form
5. COI - Friendswood Bristol, Ltd.

## LICENSE AGREEMENT

STATE OF TEXAS           §  
   §  
 COUNTY OF GALVESTON   §

WHEREAS, Friendswood Bristol, Ltd., a Texas limited partnership (the "Licensee"), owns real property located south of N. Friendswood Drive and east of the city limits of the City of Friendswood, which property is more particularly described as follows:

Tract No.	Acres	Description
1	7.754	ABST 20 PAGE 4 PERRY & AUSTIN SUR TR 15
2	0.3511	ABST 20 PERRY & AUSTIN SUR W PT OF RES B (0-8) BLK 6 & ADJ ABND ST ANNALEA KINGSPARK SEC B & WHITEHALL SEC B
3	5.54	ABST 20 PERRY & AUSTIN SUR RES B-2 (0-0-6) BLK 1 ANNALEA KINGSPARK SEC B & WHITEHALL SEC B RPLT

; and

WHEREAS, portions of Chelsea Lane, a right-of-way of the City located in Galveston County, Texas, separates Tracts 1 and 2 from Tract 3, as described above; and

WHEREAS, the Licensee has requested a license to utilize a portion of the Chelsea Lane right-of-way (the "Licensed Property") for the installation and maintenance of a sixty-inch (60") storm sewer line and a six-inch (6") utility sleeve for telecommunication services (the "Improvements"), which Licensed Property and Improvements are further described and depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, on December 1, 2025, the City Council agreed to the Licensee's request subject to the terms and conditions contained in this License Agreement (the "Agreement");

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

1.     License.

1.01    *License Granted.*

The City agrees to the use of that portion of the right-of-way depicted in Exhibit "A" for the installation, maintenance and repair of the Improvements (the "Licensed Use"), which at all times shall remain property of the Licensee.

1.02    *Licensed Use.*

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

1.03    *Consideration for License.*

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

2. License Conditions.

2.01 *General Conditions.*

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

a. *No Interference.*

The Licensee will not interfere with City's work within the Licensed Property.

b. *Maintenance.*

From and after the Effective Date, the Licensee shall be responsible for year-round maintenance of the Improvements.

c. *Inspections.*

The Licensee agrees that the Improvements shall at all times be subject to inspection by the City. However, the City has no duty to inspect.

d. *No Warranties.*

In consideration for the privilege of use of the Licensed Property, the Licensee specifically assumes any and all liability that may arise due to any site or property defects or other defects arising out of or relating to the Licensed Property and/or the Improvements. **The Licensee accepts the Licensed Property as is, in the condition in which it is found. The City hereby disclaims, and the Licensee hereby accepts the City's disclaimer, of all warranties, express or implied, of the conditions or fitness for use of any portions of the Licensed Property.**

e. *No Nuisance.*

The Licensee must not create or allow any nuisances on the Licensed Property, as that term is defined by state law and/or the Friendswood City Code. The City reserves the right to remove, remedy or otherwise abate any condition on the Licensed Property that the City believes, in the sole discretion of the City Manager, is a safety hazard or a nuisance. Additionally, the City may require the Licensee to remove, remedy or otherwise abate any such condition on the Licensed Property within forty-eight (48) hours. The removal, remedy and/or abatement concerning the Licensed Property shall be at the Licensee's sole cost and expense. At no time shall the City be liable for such costs, and the City shall have the right to place a lien on the Licensee's Property in accordance with Section 3.04(b)(2).

f. *Assumption of Risk.*

The Licensee undertakes and assumes for its officers, agents, contractors and subcontractors, employees, customers and the public (collectively the "Licensee" for the purpose of this subsection), all risk of dangerous conditions, whether patent or latent, obvious or undiscoverable, and regardless of whether the City should have known of such dangerous conditions, if any, on or about the Licensed Property.

g. *No Liens on Licensed Property.*

The Licensee agrees that no claim or lien may be filed against the Licensed Property for work, labor, materials or supplies provided or supplied to the Licensee, concerning the installation, construction, operation, maintenance or use of the Licensed Property or the Improvements. Should such claim or lien be filed,

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

h. *Temporary Relocation.*

The Licensee agrees, at its sole cost and expense, to temporarily relocate the Improvements at request of the City, if the same obstructs the City's temporary maintenance or construction activity within the Licensed Property. Should the Licensee fail to remove or relocate the Improvements within thirty (30) days of a request to do so, the City may remove or relocate the same at the Licensee's sole cost and expense. The City shall have the right to place a lien on the Licensee's Property in accordance with Section 3.04(b)(2).

i. *Subordination.*

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

j. *Compliance with Law.*

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

k. *Permits Required.*

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

3. Term; Termination.

3.01 *Term.* The term of this agreement shall be twenty (20) years commencing on the date of the City Manager's signature hereinbelow.

3.02 *Termination by City.*

a. *Termination for 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 City's exclusive use of Licensed Property, then, in that event, the City shall give the Licensee written notice of the City's intention to terminate this Agreement immediately. The determination by the City Manager as to the public necessity of the use of the Licensed Property shall be final and binding upon the parties.

b. *Termination for Cause.*

In the event of the Licensee's failure to comply with any provision of this Agreement, the City may, at its option, terminate this Agreement for cause after giving the Licensee thirty (30) days' written notice of termination and providing

the Licensee the opportunity to cure the default within such thirty (30) day period. If the default remains after the expiration of the cure period or any additional period afforded the Licensee by the City, the City may terminate this Agreement.

3.03 *Termination by Licensee.*

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

3.04 *Obligations upon Termination.*

a. *Generally.*

Upon the termination or cancellation by the City or the Licensee, this Agreement, with the exception of the obligations contained in Sections 3.04, 4.01, and 4.02, shall become null and void.

b. *Removal of Improvements.*

(1) *Removal by Licensee.*

At such time as this Agreement expires or is terminated or canceled for any reason whatsoever, the Licensee shall, at the City's option, remove the Improvements and all related appurtenances, situated in, on, over, under or attached to the Licensed Property within thirty (30) calendar days of the date of expiration or termination. Thereafter, the Licensee shall restore the Licensed Property in accordance with the requirements of the Director of Engineering. All work shall be done at the Licensee's sole cost and to the satisfaction of the City's Director of Engineering.

(2) *Removal by City.*

The City shall have the right to remove the Improvements, or any portion thereof, which is not timely removed by the Licensee and assess the costs of the same plus an administrative fee of 10% of such cost to the Licensee. The Licensee shall pay the costs and the fee within thirty (30) days of receiving an invoice therefor. Should the Licensee fail to timely pay the invoiced amount, the City may declare the Licensee in breach, and the City shall have the right to place a lien on the Licensee's Property for the associated cost and administrative fee, which lien shall accrue interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by law.

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

4.01 INDEMNITY.

The Licensee and each person, agent, tenant, firm, corporation, association, or entity of any kind (hereinafter performing work within the City's public right-of-way and/or property as a contractor on behalf of the Licensee

(collectively or singularly, "Indemnitor") shall jointly and severally indemnify, defend, and hold the City harmless as set forth below.

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

4.02 *Release.*

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

4.03 *Insurance.*

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

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement to be maintained by the Licensee and any of its independent contractors during the term hereof:

- a. Commercial General Liability
  - General Aggregate: \$2,000,000
  - Per Occurrence: \$1,000,000
  - Products & Completed Operations Aggregate: \$1,000,000
  - Personal & Advertising Injury: \$1,000,000
  - Coverage shall be broad form CGL.
  - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
  - Waiver of Subrogation required.
  
- b. Business Automobile Policy
  - Combined Single Limits: \$1,000,000
  - Coverage for "Any Auto"
  - Waiver of Subrogation required in favor of the City.
  
- c. Workers' Compensation Insurance
  - Since the Licensee currently is not required by law to obtain a workers' compensation policy, the Licensee shall sign an affidavit to such effect and

shall not be required to provide evidence of a workers' compensation policy. However, should the Licensee subsequently hire employee(s) during the term of the contract, the Licensee shall immediately procure and maintain workers' compensation insurance as required herein if required by state law, unless the Licensee has chosen to opt out of such coverage through the Department of Insurance's Division of Workers' Compensation; and proof of such opt out is provided.

- Employer's Liability: \$1,000,000
- Waiver of Subrogation required.

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

- Insurance carrier must have an A.M. Best Rating of A: VII or better.
- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Liability policies must be on occurrence form.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- The City and its officers and employees are to be added as Additional Insureds to liability policies.
- Upon request, and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
- All insurance required under this section shall be secured and maintained in a company or companies satisfactory to the City.

4.04 *Waiver.*

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

4.05 *No Arbitration.*

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

5. General Provisions.

5.01 *Entire Agreement.*

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

5.02 *No Property Rights Granted.*

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

5.03 *Non-Waiver.*

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

5.04 *No Consent to Litigation.*

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

5.05 *Remedies Cumulative.*

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

5.06 *No Third-Party Beneficiaries.*

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

5.07 *Severability.*

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

5.08 *Notice.*

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

CITY:  
City of Friendswood  
Attn: City Manager  
910 S. Friendswood Dr.  
Friendswood, TX 77546  
(281) 996-3250

LICENSEE:  
Friendswood Bristol, Ltd.  
Attn: President  
161 w Shadow Bend Ave., Suite 100  
Friendswood, TX 77070

- 5.09 *Governing Law.*  
The City and the Licensee agree that this Agreement shall be construed in accordance with the laws of the State of Texas.
- 5.10 *Venue.*  
Venue for any dispute arising out of this Agreement shall lie in a court of competent jurisdiction in Galveston County, Texas.
- 5.11 *No Assignment.*  
This Agreement cannot be assigned without prior written consent of the City.
- 5.12 *Amendments.*  
This Agreement shall not be amended or changed except by written instrument signed by both parties hereto.
- 5.13 *Headings.*  
Section and paragraph captions herein are for convenience only and neither limit nor amplify the provisions of this instrument.
- 5.14 *Ambiguities.*  
In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 5.15 *Agreement Read.*  
The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 5.16 *Multiple Originals.*  
It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 5.17 *Legal Authority.*  
The Licensee warrants and assures the City that it possesses adequate legal authority to enter into this Agreement and to bind the Licensee to the terms of this Agreement.

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

CITY:  
City of Friendswood

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

ATTEST:

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

LICENSEE:  
Friendswood Bristol, Ltd., a Texas limited partnership  
By and through a General Partner  
Banfield Properties, Inc., a Texas corporation

  
BRET A. BANFIELD, President

STATE OF TEXAS §  
COUNTY OF Dalworth §

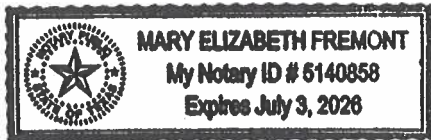
Before me, Mary Fremont, the undersigned notary public, on this day personally appeared Brett A. Banfield, President of Banfield Properties, Inc., the General Partner of Friendswood Bristol, Ltd.,

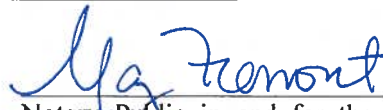
known to me  
 proved to me on the oath of \_\_\_\_\_ or  
 proved to me through his current \_\_\_\_\_ {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

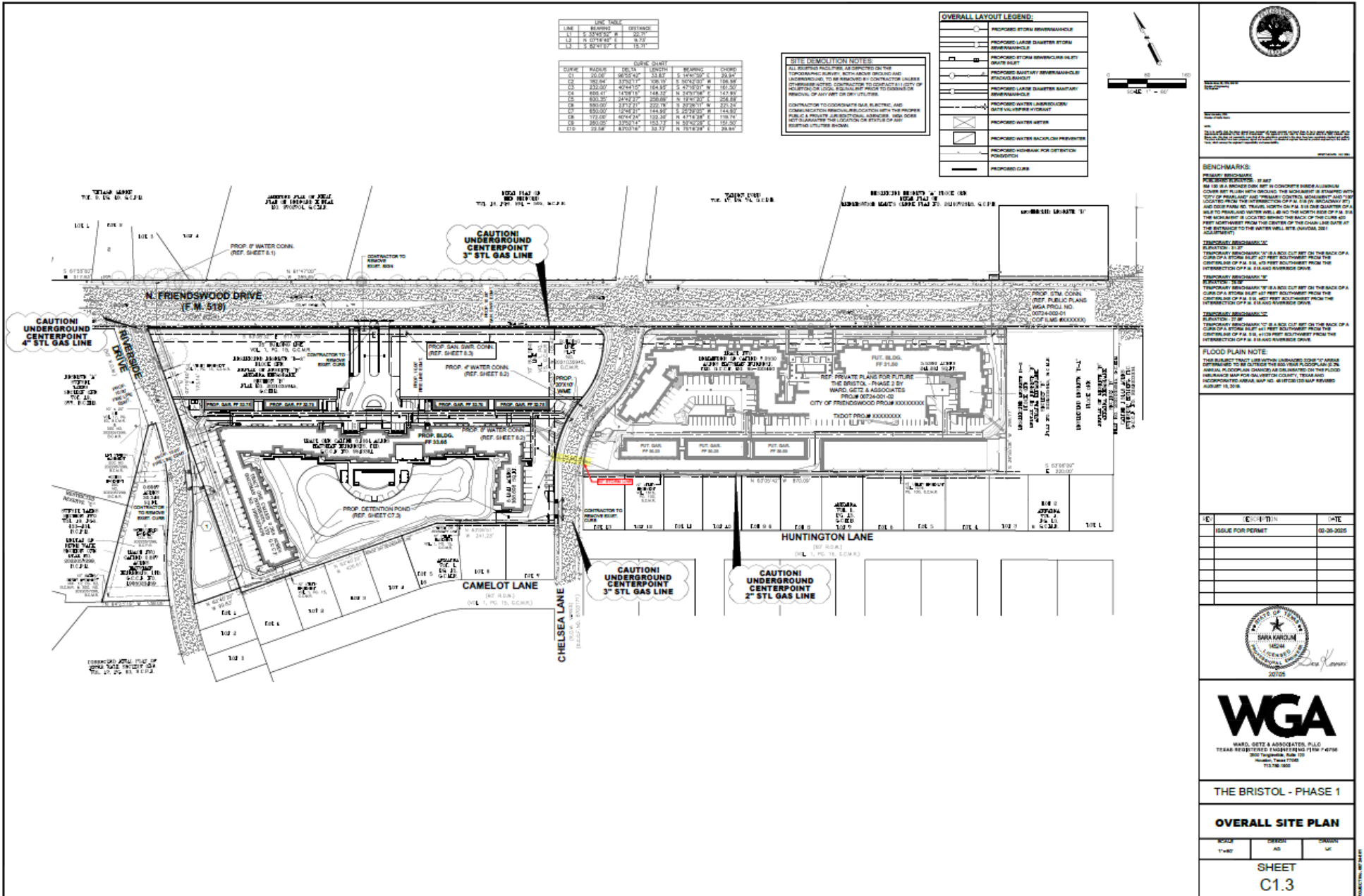
to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18 day of November, 2025.

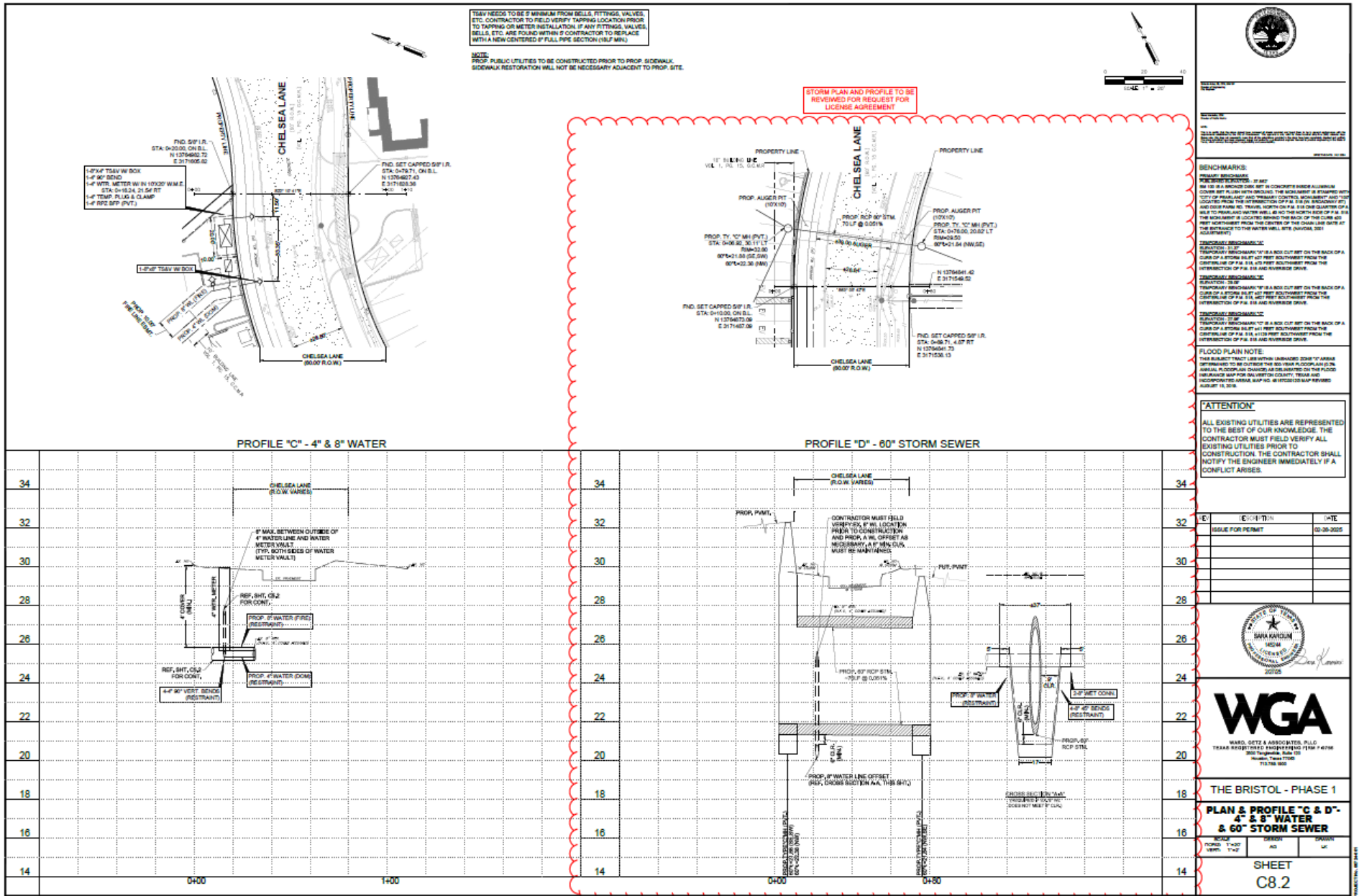


  
Notary Public in and for the State of Texas

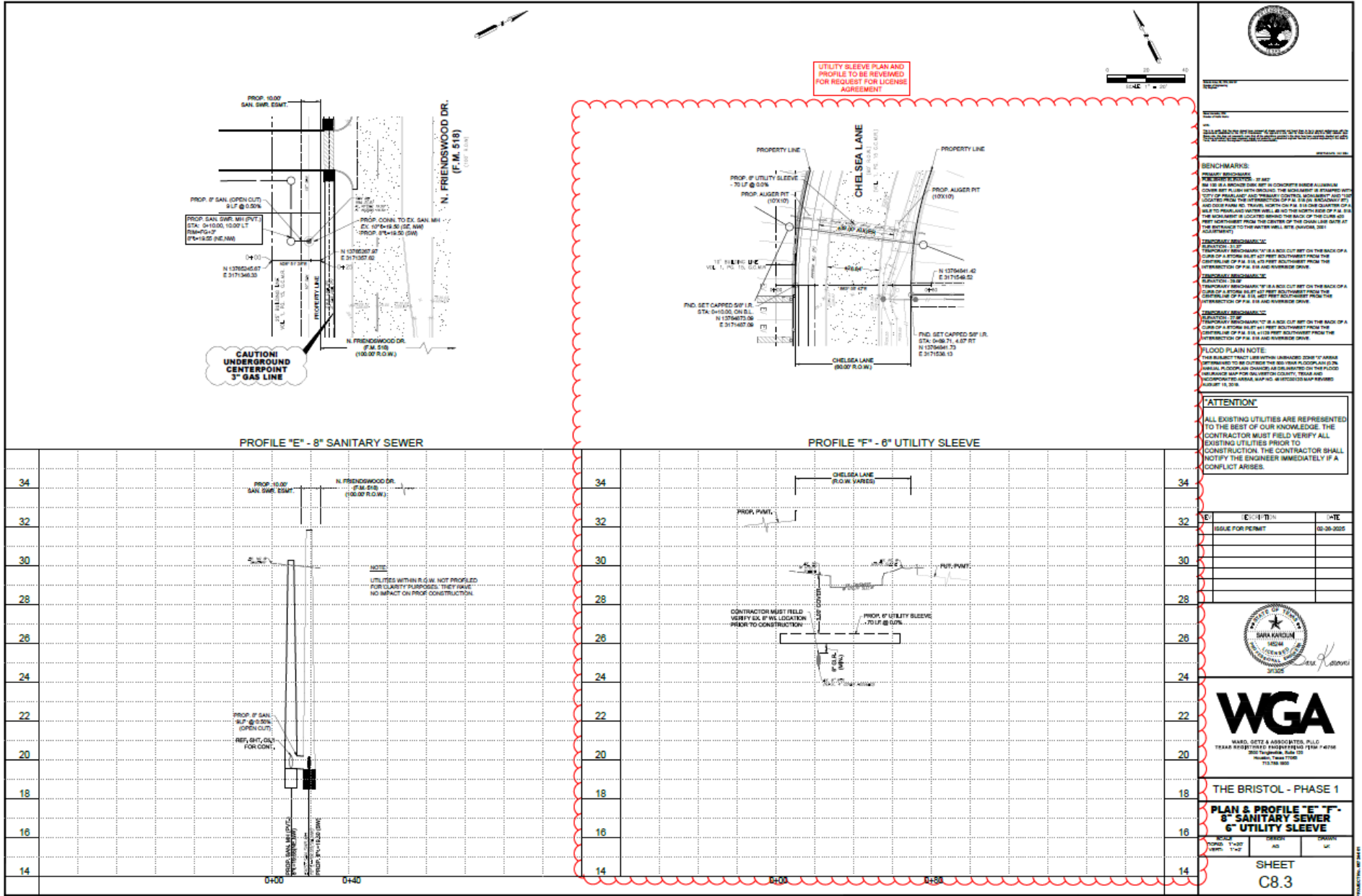
# Exhibit "A"



# Exhibit "A"



# Exhibit "A"



**BENCHMARKS:**  
 PRIMARY BENCHMARK: 10' BENT  
 84 10' IS A BROAD DIRT BENT IN CONCRETE'S SIDE ALLEYS...  
 SECONDARY BENCHMARK: 10' BENT CUT BPT ON THE BACK OF A CURB...  
 TERTIARY BENCHMARK: 10' BENT CUT BPT ON THE BACK OF A CURB...  
**FLOOD PLAIN NOTE:**  
 THIS SUBJECT TRACT LIES WITHIN UNINCORPORATED 10' AREAS...  
**'ATTENTION'**  
 ALL EXISTING UTILITIES ARE REPRESENTED TO THE BEST OF OUR KNOWLEDGE...  
 CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION...  
 CONTRACTOR MUST FIELD VERIFY EX IF NO LOCATION PRIOR TO CONSTRUCTION

**WGA**  
 WARD, GETZ & ASSOCIATES, PLLC  
 2800 WASHINGTON, SUITE 100  
 WASHINGTON, TEXAS 75710  
 214.766.8800

DATE	DESCRIPTION
03-26-2025	ISSUE FOR PERMIT

**THE BRISTOL - PHASE 1**  
**PLAN & PROFILE "E" "F" - 8" SANITARY SEWER & 6" UTILITY SLEEVE**

SHEET	
C8.3	

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/12/2025

Prepared by: Raquel Martinez, City Secretary

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

Originating Department: Engineering

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

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

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

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

Please note, construction of Friendswood Pkwy - - by Castle Biosciences - - is set to commence within the next few weeks. It is not included as part of this public infrastructure package, by agreement.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Castle Biosciences One-Year Maintenance Bond

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/13/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the Memorandum of Understanding with the Texas Division of Emergency Management (TDEM), a member of the Texas A&M University System and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams.

Originating Department: Emergency Services Department

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

This item approves the Memorandum of Understanding (“MOU”) with Texas Division of Emergency Management (“TDEM”), a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams (“TEMAT”).

This MOU provides for a single-source agreement between the State of Texas and participating jurisdictions for all special response teams under the TEMAT program. This agreement enables local agencies to nominate and authorize personnel to be rostered and deployed as part of coordinated emergency response teams. These individuals may be called upon to assist in statewide or regional operations during times of crisis.

The standardized agreement replaces the need for separate contracts with each individual, team, agency, or discipline. The City will retain full authority to nominate personnel and approve deployments. The agreement includes comprehensive provisions for workers’ compensation, liability coverage, asset usage, and expense reimbursement in accordance with applicable local, state, and federal reimbursement policies.

This agreement supersedes existing individual contracts currently in place, namely the MOU with Texas A&M Engineering Service for the Texas Incident Management Team and the MOU with Texas A&M Engineering Service for the Texas A&M Public Works Response Team.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

Participation in the TEMAT program creates opportunities for the City to support affected communities and for City personnel to receive training, deploy during real-world operations, and return with valuable experience and insights.

**RECOMMENDATIONS**

Staff recommends authorizing the City Manager to approve.

**ATTACHMENTS**

1. TEMAT \_ JudgesMayors Letter
2. Friendswood TEMAT MOU\_Final 04.13.25





**TDEM**  
THE TEXAS A&M UNIVERSITY SYSTEM

Kharley Smith  
TDEM – Division Chief  
TEMAT - Incident Support Task Force  
512.574.9657 kharley.smith@tdem.texas.gov

**Subject:** Implementation of the Statewide Emergency Management Assistance Teams (TEMAT) Program Agreement

Dear County Judges and Mayors,

I am writing to inform you of an essential development in Texas’s statewide emergency response capability. The **State of Texas Emergency Management Assistance Teams (TEMAT)** program has formally launched a streamlined and modernized framework for interjurisdictional support during disasters and critical incidents through a jurisdictional wide Memorandum of Understanding (MOU).

This MOU provides for a single-source agreement between the State of Texas and participating jurisdictions for all special response teams under the TEMAT program. The agreement enables local agencies to nominate and authorize personnel to be rostered and deployed as part of coordinated emergency response teams. These individuals may be called upon to assist in statewide or regional operations during times of crisis.

### **Key Benefits of the New Agreement:**

- **Single Contract, Statewide Coverage:** One standardized agreement replaces the need for separate contracts with each team, agency, or discipline. This new model applies to Texas-based response teams, simplifying participation for local governments.
- **Maintains Local Control:** Jurisdictions retain full authority to nominate personnel and approve deployments, while benefitting from centralized coordination and streamlined support.
- **Complete Administrative Protection:** The agreement includes comprehensive provisions for workers’ compensation, liability coverage, asset usage, and expense reimbursement in accordance with applicable local, state and federal reimbursement policies.
- **Flexible Deployment Options:** The program supports deployment of individual personnel, specialty resources, or complete units, based on mission needs and operational readiness.

### **Transition from Current Agreements:**

This new agreement supersedes existing individual contracts currently in place. However, to ensure continuity and flexibility, all existing agreements will remain in effect until each local jurisdiction has had the opportunity to review and opt into the new TEMAT framework. There will be no disruption to ongoing mutual aid capabilities during the transition.

Participation in the TEMAT program ensures that your community remains both a contributor to and a beneficiary of a more efficient and well-coordinated statewide emergency management system. It also creates new opportunities for your personnel to receive training, deploy during real-world operations, and return with valuable experience and insights.

Enclosed is the TEMAT program overview and the process to access the new agreement for your review. Our office is available to assist with any administrative or operational questions as you consider enrollment.

Thank you for your continued leadership in protecting your communities and strengthening Texas's emergency response network.

Respectfully,

*Kharley Smith*

# Memorandum of Understanding Between Texas Division of Emergency Management and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer

This memorandum of understanding (“TEMAT MOU”) becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management (“TDEM”), a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams (“TEMAT”) participating jurisdiction/employer \_\_\_\_\_ (“Jurisdiction”).

## I. PURPOSE

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM’s authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

<b>TEMAT Program</b>	<b>State Agency Program Administrator</b>	<b>Program Summary</b>
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

## II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

## III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

## IV. DEFINITIONS

- A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.
- B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.
- C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.
- D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.
- F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.
- G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.
- H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

- I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.
- J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.
- K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.
- L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.
- M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.
- N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

## V. RESPONSIBILITIES

- A. TDEM shall be responsible for the following:
  1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.
  2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.
  3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
  4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.
  5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.
  6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

- B. The TDEM shall ensure that the Program Administrator(s) will do the following:
1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.
  2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.
  3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.
  4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
  5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
  6. Develop, implement, and exercise an internal notification and call-out system for Members.
  7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.
  8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.
  9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.
  10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.
  11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.
2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.
3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.
4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.
6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.
3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.
6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.
7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.
9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

## VI. QUALIFICATIONS, TRAINING, AND EXERCISES

### A. TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

### TEMAT Training and Exercises – State or Program Administrator Sponsored:

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

### B. Minimum Qualification and Training Requirements

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

Jurisdiction to ensure Members attend or maintain qualifications may result in dismissal from the TEMAT Program when qualifications are no longer valid.

## **VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT**

- A. Reimbursement of Administrators/Jurisdiction
  - 1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.
  - 2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

## **VIII. Liability and Workers' Compensation for State Activation/And Training**

- A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.
- B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

## **IX. CONDITIONS, AMENDMENTS, AND TERMINATION**

- A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.
- B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
- D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

## **X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT**

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

<b>TEMAT Program</b>	<b>Check for Participation</b>	<b>Jurisdiction Point of Contact Initials</b>
Incident Support Task Force (ISTF)	<input type="checkbox"/>	
Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas A&M Task Force 1	<input type="checkbox"/>	
State of Texas Incident Management Team (IMT)	<input type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input type="checkbox"/>	

**XI. POINTS OF CONTACT**

	<b>TDEM</b>	<b>TEMAT Coordinator</b>
<b>Name:</b>	Chief Nim Kidd	Kharley Smith
<b>Title:</b>	Chair – Texas Emergency Management Council	ISTF Division Chief
<b>Address Line 1:</b>	313 E Anderson Ln	313 E Anderson Ln
<b>Address Line 2:</b>	Building 3	Building 3
<b>City, State, Zip:</b>	Austin, TX 78752	Austin, TX 78752
<b>Phone Number:</b>	512-424-2436	512-424-2436
<b>Email:</b>	<a href="mailto:Nim.kidd@tdem.texas.gov">Nim.kidd@tdem.texas.gov</a>	<a href="mailto:kharley.smith@tdem.texas.gov">kharley.smith@tdem.texas.gov</a>

**Jurisdiction**

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

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

**Address Line 1:** \_\_\_\_\_

**Address Line 2:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_

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

**XII. GENERAL PROVISIONS**

- A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

**XIII. ENTIRE AGREEMENT**

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

**TEXAS DIVISION OF EMERGENCY MANAGEMENT**

Signature: \_\_\_\_\_  
 Name: W. Nim Kidd  
 Title: Chief, Texas Division of Emergency Management  
 Date: \_\_\_\_\_

**JURISDICTION**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/03/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider ratifying the City Manager's signature on the Pension System Contract Amendment with the Texas Emergency Services Retirement System and the Friendswood Volunteer Fire Department to increase the monthly contribution rate for the Department's pension.

Originating Department: Emergency Services Department

Degree of importance: Significant

**SUMMARY / ORIGINATING CAUSE**

This item ratifies the City Manager's execution of a Texas Emergency Services Retirement System (TESRS) Contribution Change Request form. This is the volunteer pension program that Friendswood Volunteer Fire Department (FVFD) and the City's Emergency Medical Services provides for its volunteer membership. By state statute, the contract with TESRS requires the City of Friendswood to participate as the governing body.

This request and amendment to the contract increased the current pension by \$12.00 per month per volunteer, moving the pension amount from \$168.00 to \$180.00 per month per volunteer.

The costs for this increase is incorporated within the Emergency Services Administration FY 2026 annual budget as currently proposed. As such, signing this amendment does not further increase city costs. The pension goal is to be in step with our surrounding neighbors.

The Pension Board met and approved the adjustment of the roster to accommodate the proposed increase.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

Texas Emergency Services Retirement System (TESRS) and a small per call stipend that help defray costs of volunteering are the only financial benefits individual volunteers receive. As such, this is a critical piece in the recruitment and retention process of volunteers.

The continued support of the pension program by the City Council over the last 5 years has brought the contribution per volunteer closer to our neighboring departments that participate in TESRS.

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. Friendswood\_IncreaseAmend eff 10.01.2025
2. Summary



Amendment Effective Date:  
October 1, 2025

**AMENDMENT**  
**Texas Emergency Services Retirement System and**  
**City of Friendswood, Texas**  
**Friendswood Fire Department**

The Texas Emergency Services Retirement System (TESRS) and City of Friendswood, Texas (Governing Entity), on behalf of the Friendswood Fire Department (Participating Department), entered into a Contract effective April 1, 1998. The parties agree to the amendment of the Contract as described below. **The effective date of this Amendment is October 1, 2025.**

**Monthly Contribution Rate:** Effective October 1, 2025, the Governing Entity has elected to increase monthly contributions to the TESRS Pension System on behalf of each active participating member from a rate of **\$168.00 to \$180.00** per month. TESRS will apply the increase in the monthly contributions effective October 1, 2025.

**EXECUTION**

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed effective October 1, 2025 by their duly authorized officers or other representatives.

**City of Friendswood, Texas**

Signed by:

*Morad Kabiri*

Morad Kabiri, City Manager

Date: 10/31/2025 | 13:29:44 CDT

**Texas Emergency Services Retirement System**

Signed by:

*Jessica Almaguer*

Jessica Almaguer, Executive Director

Date: 10/31/2025 | 14:31:42 CDT

**Friendswood Fire Department**

Signed by:

**Mark Garvin**

Mark Garvin, Board Chair

Date: 10/31/2025 | 14:11:17 CDT

TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM  
**FORM 200-B – CONTRIBUTION CHANGE REQUEST**

Received at TESRS 10/30/2025. CD

(PLEASE TYPE OR CLEARLY PRINT)

1. PARTICIPATING DEPARTMENT NAME AND ADDRESS:			
DEPARTMENT NAME:	Friendswood		
MAILING ADDRESS:	1610 Whitaker Dr		
CITY STATE ZIP:	Friendswood, TX 77546	PHONE NO:	281-996-3360
2. NAME OF PERSON WITH AUTHORITY TO SIGN CONTRACTS ON BEHALF OF LOCAL BOARD:			
NAME:	Mark Garvin	TITLE:	Chairman
EMAIL ADDRESS:	garvin1@peoplepc.com		

3. MONTHLY CONTRIBUTION CHANGE REQUEST:		
CURRENT MONTHLY CONTRIBUTION RATE:	PROPOSED MONTHLY CONTRIBUTION RATE:	CONTRIBUTION CHANGE EFFECTIVE DATE:
\$ 168	\$ 180	10/1/2025

4. GOVERNMENTAL ENTITY NAME AND ADDRESS:			
GOVERNING ENTITY:	City of Friendswood		
MAILING ADDRESS:	910 S. Friendswood Dr.		
CITY STATE ZIP:	Friendswood, TX 77546	PHONE NO:	281-996-3200
5. NAME OF PERSON WITH AUTHORITY TO SIGN CONTRACTS ON BEHALF OF GOVERNING ENTITY:			
NAME:	Morad Kabiri	TITLE:	City Manager
EMAIL ADDRESS:	mkabiri@friendswood.com		

6. ADMINISTRATIVE CONTACT:			
NAME:	Jennifer Walker		
MAILING ADDRESS:	910 S Friendswood Dr.		
CITY STATE ZIP:	Friendswood, TX 77546	PHONE NO:	281-996-3218
EMAIL ADDRESS:	jwalker@friendswood.com		

**INSTRUCTIONS:**

- 1) Complete the above information and fax or mail this form to TESRS (see below).
- 2) BE SURE TO INCLUDE EMAIL ADDRESSES WHERE INDICATED!
- 3) TESRS will prepare and send via DocuSign® a contract amendment reflecting the contribution change to the Local Board and Governing Entity signatories for e-signatures.
- 4) If applicable, TESRS will issue a supplemental invoice for any retroactive monthly contributions that are subject to this change as indicated by the effective date of the contribution change stated in the contract amendment.

## Certificate Of Completion

Envelope Id: A9128849-1E7B-4108-856F-00CA56399A6C

Status: Completed

Subject: Friendswood Fire Department Contribution Rate Increase

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Cassandra G. Davis

AutoNav: Enabled

P.O. Box 12577

Envelopeld Stamping: Enabled

Austin, TX 78711

Time Zone: (UTC-06:00) Central Time (US & Canada)

Cassandra.Davis@tesrs.texas.gov

IP Address: 71.40.64.86

## Record Tracking

Status: Original

Holder: Cassandra G. Davis

Location: DocuSign

10/31/2025 1:01:46 PM

Cassandra.Davis@tesrs.texas.gov

## Signer Events

Morad Kabiri

mkabiri@friendswood.com

City Manager

City of Friendswood

Security Level: Email, Account Authentication (None)

## Signature

Signed by:  
  
 FFADFED8E8E9247E...

Sent: 10/31/2025 1:23:54 PM

Viewed: 10/31/2025 1:28:42 PM

Signed: 10/31/2025 1:29:44 PM

Signature Adoption: Pre-selected Style

Using IP Address:

2607:fb91:2e12:c575:ece2:607d:23d4:70b4

Signed using mobile

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mark Garvin

GARVIN1@PEOPLEPC.COM

Friendswood

Security Level: Email, Account Authentication (None)

Signed by:  
  
 DF2D91B65DC84A0...

Sent: 10/31/2025 1:29:46 PM

Viewed: 10/31/2025 2:10:25 PM

Signed: 10/31/2025 2:11:17 PM

Signature Adoption: Pre-selected Style

Using IP Address:

2600:100d:b09d:ec94:483e:4d8:7de6:eb85

Signed using mobile

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jessica Almaguer

jessica.obrien@tesrs.texas.gov

Executive Director

TESRS

Security Level: Email, Account Authentication (None)

Signed by:  
  
 9317C255FC284B0...

Sent: 10/31/2025 2:11:18 PM

Viewed: 10/31/2025 2:31:16 PM

Signed: 10/31/2025 2:31:42 PM

Signature Adoption: Pre-selected Style

Using IP Address: 168.44.0.86

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

Carbon Copy Events	Status	Timestamp
Jennifer Walker jwalker@friendswood.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 10/31/2025 2:31:44 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/31/2025 1:23:54 PM
Certified Delivered	Security Checked	10/31/2025 2:31:16 PM
Signing Complete	Security Checked	10/31/2025 2:31:42 PM
Completed	Security Checked	10/31/2025 2:31:44 PM

Payment Events	Status	Timestamps
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**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/10/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approval of the disposal of four (4) Police Department vehicles through EBlock – Houston.

Originating Department: Police Department

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

The Police Department requests authorization to dispose of a 2013 Chevrolet Tahoe (Unit P280) originally purchased in 2012; two 2020 Ford Explorers (Units P414 and P415) originally purchased in 2020; and one 2021 Ford Explorer (Unit P426) originally purchased in 2021. All police units have high mileage and increased maintenance costs, and the vehicles are no longer suitable for emergency response service.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

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

**RECOMMENDATIONS**

Staff recommends disposal of the vehicles through EBlock – Houston, consistent with current City surplus asset disposal practices.

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 11/05/2024

Prepared by: Karen Horner, City Attorney

Subject: Consider appointing the members of the City Council as members of the Board of Directors of Reinvestment Zone Number One, City of Friendswood and receive an update concerning the 2025 ad valorem taxes/assessments due for properties within such zone.

Originating Department: City Attorney

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

On December 4, 2023, the City Council appointed the members of the City Council to serve as the initial members of the Board of Directors of Reinvestment Zone Number One, City of Friendswood. The members of the Board serve two-year terms. This item allows the City Council to continue to serve as the Board of Directors by appointing the persons holding positions on the City Council to the Board. If approved, the appointments for the upcoming term will be as follows:

Director	Beginning of Term	End of Term
Mayor	12/04/2025	12/03/2027
City Councilmember, Position 1	12/04/2025	12/03/2027
City Councilmember, Position 2	12/04/2025	12/03/2027
City Councilmember, Position 3	12/04/2025	12/03/2027
City Councilmember, Position 4	12/04/2025	12/03/2027
City Councilmember, Position 5	12/04/2025	12/03/2027
City Councilmember, Position 6	12/04/2025	12/03/2027

Ordinance No. 2023-31 provides that the tenure of the Mayor and City Councilmembers serving as members of the Board shall be limited to the shorter of the statutory two-year term or the date the Director ceases to be a member of the City Council, whichever occurs first.

Separate, but related to TIRZ No. 1, properties owners within the boundaries of the TIRZ received their tax bills for calendar year 2025. Included therein was their Public Improvement District (PID) No. 1 assessment. This is an additional assessment that properties owners agreed to in order to fund PID eligible projects (i.e. public infrastructure for the overall Friendswood City Center project). Please note, the combination of revenue from the PID assessments and 70% of the TIRZ increment created, pays the debt service for the previously issued PID Bonds. PID assessments are a non-reimbursable cost to the property owners. The creation of both TIRZ No. 1 and PID No.1 was essential to making Friendswood City Center a viable project.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 08/26/2025

Prepared by: Raquel Martinez, City Secretary

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

Originating Department: Finance

Degree of importance:

**SUMMARY / ORIGINATING CAUSE**

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

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

1. Oct 2025 Gal Co Tax



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

722 21<sup>st</sup> Street, Galveston, Texas 77550  
Toll Free (877) 766-2284 Fax:(409) 766-2479  
Email: galcotax@galvestoncountytexas.gov



November 4, 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 October, 2025 is true and correct.

Under my hand and seal this 4th day of November, 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

11/03/2025 12:27:16  
 TC298-D DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

4970873  
 TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 10/01/2025 THRU 10/31/2025  
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 31  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2025	M & O	.399749	138,383.57	.00	.00	.00	138,383.57	.00	.00	.00	138,383.57
	I & S	.114423	39,610.48	.00	.00	.00	39,610.48	.00	.00	.00	39,610.48
	TOTAL	.514172	177,994.05	.00	.00	.00	177,994.05	.00	.00	.00	177,994.05
2024	M & O	.404140	19,667.44-	.00	582.24	.00	19,085.20-	2,051.38	.00	.00	17,033.82-
	I & S	.110032	5,354.67-	.00	158.57	.00	5,196.10-	.00	.00	.00	5,196.10-
	TOTAL	.514172	25,022.11-	.00	740.81	.00	24,281.30-	2,051.38	.00	.00	22,229.92-
2023	M & O	.379450	874.32	.00	487.15	.00	1,361.47	505.55	.00	.00	1,867.02
	I & S	.121278	279.47	.00	155.72	.00	435.19	.00	.00	.00	435.19
	TOTAL	.500728	1,153.79	.00	642.87	.00	1,796.66	505.55	.00	.00	2,302.21
2022	M & O	.388560	149.91	.00	67.46	.00	217.37	54.52	.00	.00	271.89
	I & S	.098754	38.10	.00	17.15	.00	55.25	.00	.00	.00	55.25
	TOTAL	.487314	188.01	.00	84.61	.00	272.62	54.52	.00	.00	327.14
2021	M & O	.385147	165.92	.00	94.58	.00	260.50	65.92	.00	.00	326.42
	I & S	.102167	44.02	.00	25.09	.00	69.11	.00	.00	.00	69.11
	TOTAL	.487314	209.94	.00	119.67	.00	329.61	65.92	.00	.00	395.53
2020	M & O	.392153	48.15	.00	33.23	.00	81.38	20.23	.00	.00	101.61
	I & S	.095161	11.69	.00	8.06	.00	19.75	.00	.00	.00	19.75
	TOTAL	.487314	59.84	.00	41.29	.00	101.13	20.23	.00	.00	121.36
2019	M & O	.432160	53.07	.00	42.98	.00	96.05	23.18	.00	.00	119.23
	I & S	.089279	10.96	.00	8.88	.00	19.84	.00	.00	.00	19.84
	TOTAL	.521439	64.03	.00	51.86	.00	115.89	23.18	.00	.00	139.07
2018	M & O	.437173	104.03	.00	96.75	.00	200.78	48.91	.00	.00	249.69
	I & S	.095218	22.66	.00	21.07	.00	43.73	.00	.00	.00	43.73
	TOTAL	.532391	126.69	.00	117.82	.00	244.51	48.91	.00	.00	293.42
2017	M & O	.432349	53.09	.00	55.75	.00	108.84	26.55	.00	.00	135.39
	I & S	.095000	11.67	.00	12.25	.00	23.92	.00	.00	.00	23.92
	TOTAL	.527349	64.76	.00	68.00	.00	132.76	26.55	.00	.00	159.31
2016	M & O	.462000	56.73	.00	66.38	.00	123.11	29.10	.00	.00	152.21
	I & S	.084000	10.32	.00	12.07	.00	22.39	.00	.00	.00	22.39
	TOTAL	.546000	67.05	.00	78.45	.00	145.50	29.10	.00	.00	174.60
2015	M & O	.497200	61.06	.00	78.76	.00	139.82	31.99	.00	.00	171.81
	I & S	.071500	8.78	.00	11.33	.00	20.11	.00	.00	.00	20.11
	TOTAL	.568700	69.84	.00	90.09	.00	159.93	31.99	.00	.00	191.92

11/03/2025 12:27:16 4970873  
 TC298-D SELECTION: DEPOSIT  
 RECEIPT DATE: ALL  
 LOCATION: ALL

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 FROM: 10/01/2025 THRU 10/31/2025  
 JURISDICTION: 0337 FRIENDWD CITY

PAGE: 32  
 INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		120,282.41	.00	1,605.28	.00	121,887.69	2,857.33	.00	.00	124,745.02
ALL	I & S		34,693.48	.00	430.19	.00	35,123.67	.00	.00	.00	35,123.67
ALL	TOTAL		154,975.89	.00	2,035.47	.00	157,011.36	2,857.33	.00	.00	159,868.69
DLQ	M & O		18,101.16-	.00	1,605.28	.00	16,495.88-	2,857.33	.00	.00	13,638.55-
DLQ	I & S		4,917.00-	.00	430.19	.00	4,486.81-	.00	.00	.00	4,486.81-
DLQ	TOTAL		23,018.16-	.00	2,035.47	.00	20,982.69-	2,857.33	.00	.00	18,125.36-
CURR	M & O		138,383.57	.00	.00	.00	138,383.57	.00	.00	.00	138,383.57
CURR	I & S		39,610.48	.00	.00	.00	39,610.48	.00	.00	.00	39,610.48
CURR	TOTAL		177,994.05	.00	.00	.00	177,994.05	.00	.00	.00	177,994.05

11/03/2025 12:26:32  
TC298-M SELECTION: DEPOSIT

4970873

TAX COLLECTION SYSTEM  
DEPOSIT DISTRIBUTION  
REVERSALS DETAIL SCHEDULE  
FROM: 10/01/2025 THRU 10/31/2025  
JURISDICTION: 337 FRIENDWD CITY

PAGE: 42  
INCLUDES AG ROLLBACK

YEAR	DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT CAT
2022	RF251023	1057790000005	202509	271.46-	0.00	0.00	0.00 HK38	271.46-	0.00 RF
2022	RF251023	1057790000005	202509	0.00	0.00	0.00	0.00 HK38	271.46-	271.46-RF
2022 TOTAL				271.46-	0.00	0.00	0.00	0.00	271.46-
2023	RF251023	1034980000027	202401	164.08-	0.00	0.00	0.00 HK26	164.08	0.00 RF
2023	RF251023	1034980000027	202401	0.00	0.00	0.00	0.00 HK26	164.08-	164.08-RF
2023	RF251023	1043380000047	202401	0.00	0.00	0.00	0.00 HK26	210.60-	210.60-RF
2023	RF251023	1043380000047	202401	210.60-	0.00	0.00	0.00 HK26	210.60	0.00 RF
2023	RF251023	1050150000010	202401	231.64-	0.00	0.00	0.00 HK26	231.64	0.00 RF
2023	RF251023	1050150000010	202401	0.00	0.00	0.00	0.00 HK26	231.64-	231.64-RF
2023	RF251023	1057790000005	202509	0.00	0.00	0.00	0.00 HK26	72.79-	72.79-RF
2023	RF251023	1057790000005	202509	72.79-	0.00	0.00	0.00 HK26	72.79	0.00 RF
2023	RF251023	1063170000003	202401	264.22-	0.00	0.00	0.00 HK26	264.22	0.00 RF
2023	RF251023	1063170000003	202401	0.00	0.00	0.00	0.00 HK26	264.22-	264.22-RF
2023	RF251007	200379	202401	0.00	0.00	0.00	0.00 HK26	301.59-	301.59-RF
2023	RF251007	200379	202401	301.59-	0.00	0.00	0.00 HK26	301.59	0.00 RF
2023	RF251007	742323	202401	0.00	0.00	0.00	0.00 HK26	879.60-	879.60-RF
2023	RF251007	742323	202401	879.60-	0.00	0.00	0.00 HK26	879.60	0.00 RF
2023 TOTAL				2,124.52-	0.00	0.00	0.00	0.00	2,124.52-
2024	RF251023	1034980000027	202412	51.66-	0.00	0.00	0.00 HK14	51.66	0.00 RF
2024	RF251023	1034980000027	202412	0.00	0.00	0.00	0.00 HK14	51.66-	51.66-RF
2024	RF251023	1043380000047	202502	0.00	0.00	0.00	0.00 HK14	92.39-	92.39-RF
2024	RF251023	1043380000047	202502	92.39-	0.00	0.00	0.00 HK14	92.39	0.00 RF
2024	RF251023	1050150000010	202412	0.00	0.00	0.00	0.00 HK14	235.99-	235.99-RF
2024	RF251023	1050150000010	202412	235.99-	0.00	0.00	0.00 HK14	235.99	0.00 RF
2024	RF251023	1063170000003	202412	0.00	0.00	0.00	0.00 HK14	271.31-	271.31-RF
2024	RF251023	1063170000003	202412	271.31-	0.00	0.00	0.00 HK14	271.31	0.00 RF
2024	RF251023	1204000010029	202501	416.81-	0.00	0.00	0.00 HK14	416.81	0.00 RF
2024	RF251023	1204000010029	202501	0.00	0.00	0.00	0.00 HK14	416.81-	416.81-RF
2024	RF251007	200379	202412	309.62-	0.00	0.00	0.00 HK14	309.62-	309.62-RF
2024	RF251007	200379	202412	0.00	0.00	0.00	0.00 CERT	0.00	0.00 RF
2024	864100725CHC	200974	202509	266.01-	0.00	21.28-	0.00 CERT	0.00	287.29-TR
2024	RF251007	387579	202412	940.88-	0.00	0.00	0.00 HK14	940.88	0.00 RF
2024	RF251007	387579	202412	0.00	0.00	0.00	0.00 HK14	940.88-	940.88-RF
2024	RF251007	412958	202501	12,027.88-	0.00	0.00	0.00 HK14	12,027.88	0.00 RF
2024	RF251007	412958	202501	0.00	0.00	0.00	0.00 HK14	12,027.88-	12,027.88-RF
2024	RF251007	434314	202502	0.00	0.00	0.00	0.00 HK14	14,130.41-	14,130.41-RF
2024	RF251007	434314	202502	13,205.99-	0.00	924.42-	0.00 HK14	14,130.41	0.00 RF
2024	902101025T	518320	202502	597.44-	0.00	41.83-	0.00 CERT	0.00	639.27-TR
2024	RF251007	742323	202412	861.75-	0.00	0.00	0.00 HK14	861.75	0.00 RF



11/03/2025 12:26:32  
 TC298-N SELECTION: DEPOSIT

4970873

TAX COLLECTION SYSTEM  
 DEPOSIT DISTRIBUTION  
 SUMMARY OF PAYMENTS AND REVERSALS  
 FROM: 10/01/2025 THRU 10/31/2025  
 JURISDICTION: 337 FRIENDWD CITY

PAGE: 17  
 INCLUDES AG ROLLBACK

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
2015 TOTAL			69.84	0.00	90.09	31.99	0.00	191.92
2016 TOTAL			67.05	0.00	78.45	29.10	0.00	174.60
2017 TOTAL			64.76	0.00	68.00	26.55	0.00	159.31
2018 TOTAL			126.69	0.00	117.82	48.91	0.00	293.42
2019 TOTAL			64.03	0.00	51.86	23.18	0.00	139.07
2020 TOTAL			59.84	0.00	41.29	20.23	0.00	121.36
2021 TOTAL			209.94	0.00	119.67	65.92	0.00	395.53
2022 TOTAL			459.47	0.00	84.61	54.52	0.00	598.60
2023 TOTAL			3,278.31	0.00	642.87	505.55	0.00	4,426.73
2024 TOTAL			15,372.57	0.00	1,732.17	2,051.38	0.00	19,156.12
2025 TOTAL			178,736.62	0.00	0.00	0.00	0.00	178,736.62
TOTAL PAYMENTS			198,509.12	0.00	3,026.83	2,857.33	0.00	204,393.28
2022 TOTAL			271.46-	0.00	0.00	0.00	0.00	271.46-
2023 TOTAL			2,124.52-	0.00	0.00	0.00	0.00	2,124.52-
2024 TOTAL			40,394.68-	0.00	991.36-	0.00	0.00	41,386.04-
2025 TOTAL			742.57-	0.00	0.00	0.00	0.00	742.57-
TOTAL REVERSALS			43,533.23-	0.00	991.36-	0.00	0.00	44,524.59-
TOTAL FOR UNIT			154,975.89	0.00	2,035.47	2,857.33	0.00	159,868.69

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  
 CURRENT YEAR 5,921,204,982 298,129,036 6,219,334,018 0 00.514172 29,524,685.79 1,717

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

2025	28,085,783.72	1,438,902.07	1,438,902.07	177,994.05	177,994.05	29,346,691.74	.60	0.00
2024	292,504.02	38,793.23-	38,793.23-	29,762.91	29,762.91	223,947.88	11.73	0.00
2023	90,269.76	21,089.57-	21,089.57-	14,447.04-	14,447.04-	83,627.23	20.88-	0.00
2022	46,639.80	24,36-	24,36-	1,679.99	1,679.99	44,935.45	3.60	0.00
2021	27,567.15	358.02-	358.02-	1,027.81	1,027.81	26,181.32	3.78	0.00
2020	19,946.57	.00	.00	477.30	477.30	19,469.27	2.39	0.00
2019	15,213.80	.00	.00	64.03	64.03	15,149.77	.42	0.00
2018	12,293.33	.00	.00	194.59	194.59	12,098.74	1.58	0.00
2017	11,156.64	.00	.00	117.03	117.03	11,039.61	1.05	0.00
2016	9,727.29	.00	.00	67.05	67.05	9,660.24	.69	0.00
2015	9,600.44	.00	.00	69.84	69.84	9,530.60	.73	0.00
2014	6,417.74	.00	.00	0.00	0.00	6,417.74		0.00
2013	6,272.78	.00	.00	0.00	0.00	6,272.78		0.00
2012	5,458.39	.00	.00	0.00	0.00	5,458.39		0.00
2011	5,550.88	.00	.00	0.00	0.00	5,550.88		0.00
2010	3,596.44	.00	.00	0.00	0.00	3,596.44		0.00
2009	5,154.38	.00	.00	0.00	0.00	5,154.38		0.00
2008	4,278.43	.00	.00	0.00	0.00	4,278.43		0.00
2007	1,318.21	.00	.00	0.00	0.00	1,318.21		0.00
2006	2,437.90	.00	.00	0.00	0.00	2,437.90		0.00
2005	1,170.61	.00	.00	0.00	0.00	1,170.61		0.00
2004	1,537.12	.00	.00	0.00	0.00	1,537.12		0.00
****	28,663,895.40	1,378,636.89	1,378,636.89	197,007.56	197,007.56	29,845,524.73		0.00
CURR	28,085,783.72	1,438,902.07	1,438,902.07	177,994.05	177,994.05	29,346,691.74		0.00
DELT	578,111.68	60,265.18-	60,265.18-	19,013.51	19,013.51	498,832.99		0.00

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2025
LAND VALUE	8,027,944,608	8,027,944,608	75,813,564	1,287,702-	74,525,862	8,102,470,470
AG EXCLUSION	39,387,887	39,387,887	8,197,470	0	8,197,470	47,585,357
IMPROVEMENTS	1,061,342,920	1,061,342,920	334,055,134	13,136,002-	320,919,132	1,382,262,052
APPRAISED VALUE	8,027,944,608	8,027,944,608	409,868,698	14,423,704-	395,444,994	8,423,389,602
EXEMPTIONS	2,067,351,739	2,067,351,739	92,121,128	5,194,830	97,315,958	2,164,667,697
TAXABLE VALUE	5,921,204,982	5,921,204,982	317,747,570	19,618,534-	298,129,036	6,219,334,018
LEVY	28,085,783.72	28,085,783.72	1,532,232.95	93,330.88-	1,438,902.07	29,524,685.79
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS :						
HOMESTEADS	10,479	10,479	641	38	680	11,159
OVER 65	3,794	3,794	203	10	213	4,007
DISABLED	190	190	8	0	8	198
VETERAN	271	271	18	0	18	289
TOTAL EXEMPT	92	92	0	0	0	92

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTALS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2025
LAND VALUE	7,686,327,908	7,686,327,908	3,343	0	3,343	7,686,331,251
AG EXCLUSION	36,196,207	36,196,207	0	0	0	36,196,207
IMPROVEMENTS	1,020,792,976	1,020,792,976	13,837,608	15,791,021-	1,953,413-	1,018,839,563
APPRAISED VALUE	7,686,327,908	7,686,327,908	13,840,951	15,791,021-	1,950,070-	7,684,377,838
EXEMPTIONS	2,032,678,237	2,032,678,237	3,504,775	2,772,076	6,276,851	2,038,955,088
TAXABLE VALUE	5,617,453,464	5,617,453,464	10,336,176	18,563,097-	8,226,921-	5,609,226,543
LEVY	292,504.02	292,504.02	53,145.74	91,938.97-	38,793.23-	253,710.79
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,666	10,666	0	17	17	10,683
OVER 65	3,772	3,772	0	1-	1-	3,771
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	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2025
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	3,500,184-	3,500,184-	939,480,034
APPRAISED VALUE	7,378,007,830	7,378,007,830	0	3,500,184-	3,500,184-	7,374,507,646
EXEMPTIONS	2,071,397,163	2,071,397,163	0	891,477	891,477	2,072,288,640
TAXABLE VALUE	5,274,185,590	5,274,185,590	0	4,391,661-	4,391,661-	5,269,793,929
LEVY	90,269.76	90,269.76	.00	21,089.57-	21,089.57-	69,180.19
UNCOLLECTIBLE	.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,427	10,427	0	9	9	10,436
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

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 10/31/2025
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	5,000	5,000	1,782,157,718
TAXABLE VALUE	4,778,686,394	4,778,686,394	0	5,000-	5,000-	4,778,681,394
LEVY	46,639.80	46,639.80	.00	24.36-	24.36-	46,615.44
UNCOLLECTIBLE	*.00	.00	.00	.00	.00	.00
RECEIVABLE						
EXEMPTION COUNTS:						
HOMESTEADS	10,595	10,595	0	0	0	10,595
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

	CERTIFIED ROLL	ROLL AS OF 08/01/2025	SUPPLEMENTS THIS PERIOD	ADJUSTMENTS THIS PERIOD	NET CHANGE THIS PERIOD	ROLL AS OF 10/31/2025
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	73,468-	73,468-	775,083,997
APPRAISED VALUE	5,827,810,207	5,827,810,207	0	73,468-	73,468-	5,827,736,739
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	73,468-	73,468-	4,214,593,724
LEVY	27,567.15	27,567.15	.00	358.02-	358.02-	27,209.13
UNCOLLECTIBLE	*.00	*.00	.00	.00	.00	.00
RECEIVABLE						
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 10/01/2025 thru 10/31/2025 as of 11/04/2025**

Batch Seq  
4971884

Report run on: November 4, 2025 8:45 AM

Tax Unit		M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
<b>337 FRIENDWD CITY</b>							
ACH 93703	Print Date:11/03/2025						
	Current	67,276.12	19,256.88	0.00	0.00	0.00	86,533.00
	Delq	(41,543.36)	(12,003.87)	0.00	0.00	0.00	(53,547.23)
Last Deposit Date	10/28/2025	\$25,732.76	\$7,253.01	\$0.00	\$0.00	\$0.00	\$32,985.77
ACH 93745	Print Date:11/03/2025						
	Current	21,838.21	6,250.91	0.00	0.00	0.00	28,089.12
	Delq	3,155.24	942.88	0.00	0.00	0.00	4,098.12
Last Deposit Date	10/29/2025	\$24,993.45	\$7,193.79	\$0.00	\$0.00	\$0.00	\$32,187.24
ACH 93787	Print Date:11/03/2025						
	Current	49,269.24	14,102.69	0.00	0.00	0.00	63,371.93
	Delq	921.41	245.58	0.00	0.00	0.00	1,166.99
Last Deposit Date	10/31/2025	\$50,190.65	\$14,348.27	\$0.00	\$0.00	\$0.00	\$64,538.92
<b>Total:</b>		<b>\$100,916.86</b>	<b>\$28,795.07</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$129,711.93</b>

**FRIENDSWOOD CITY COUNCIL  
AGENDA ITEM FORM**

Date requested for City Council consideration: December 1, 2025

Date submitted: 08/26/2025

Prepared by: Raquel Martinez, City Secretary

Subject: Consider approving the minutes of the City Council Regular Meeting held on November 3, 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 November 3, 2025.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Staff recommends approval.

**ATTACHMENTS**

1. 2205 11 03 CC Meeting Minutes (Draft)

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF FRIENDSWOOD  
November 3, 2025**

THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD MET IN A REGULAR MEETING ON MONDAY, NOVEMBER 3, 2025, AT 5:30 P.M. IN THE BOARDROOM OF THE Fisd ADMINISTRATION ANNEX BUILDING, LOCATED AT 402 LAUREL DRIVE, FRIENDSWOOD, TEXAS, WITH THE FOLLOWING MEMBERS PRESENT CONSTITUTING A QUORUM:

John Ellisor	Mayor Pro Tem
Sally Branson	Councilmember
Trish Hanks	Councilmember
Robert J. Griffon	Councilmember
Joe Matranga	Councilmember
Morad Kabiri	City Manager
Karen Horner	City Attorney
Raquel Martinez	City Secretary

**1. CALL TO ORDER**

Mayor Pro Tem Ellisor called the meeting to order with a quorum present at 5:30 P.M. All members were present with the exception of Mayor Mike Foreman and Councilmember Michael Ross.

**2. INVOCATION**

The invocation was led by Pastor David Lorenz of First Baptist Friendswood Church.

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

Mayor Pro Tem Ellisor led the Pledge of Allegiance of the United States and the Pledge to the State of Texas.

**4. COUNCIL COMMENTS AND REPORTS**

Mayor Pro Tem Ellisor invited the councilmembers to provide their comments and reports.

Councilmember Branson thanked first responders for participating in National Night Out. She highlighted the Volunteer Fire Department Open House, the 10th Annual Houston-Galveston Area Council “Bringing Back Main Street” meeting, and the Bay Area Houston Economic Partnership (BAHEP) meeting recognizing their partnership with Friendswood and Harris County Precinct 2 on the Blackhawk Road project. She also commented on the Transportation Policy Council’s 50th anniversary and that she, along with other councilmembers and staff, attended the Texas Municipal League Conference in Fort Worth. She added the Rotary Club’s Adulting 101 event for high school students, the November food drive, and concluded by encouraging residents to vote in the upcoming election.

Councilmember Hanks reminded everyone that Fall Haul is Saturday, November 8, 2025, at Centennial Park. She also encouraged residents to vote. She noted Keep Friendswood Beautiful (KFB) and the Parks Department had a lot of exciting things planned for the holidays and looked forward to seeing the city lit up.

Councilmember Griffon announced the upcoming Veterans Day Celebration on November 10, 2025, at the Friendswood Activity Center. As the liaison to the Galveston County Consolidated Drainage District (GCCDD), he promoted their newsletter: The Floodgate Flier (Issue No. 3). He listed a few of their ongoing projects and provided updates from the Clear Creek Watershed Steering Committee. He added that Bay Area Houston Transportation Partnership (BayTran) established a Drainage Committee that meets monthly at the League City Chamber. The Dickinson Bayou Watershed Steering Committee's meeting was scheduled at the same location for the following morning. He concluded by noting that GCCDD still had rainwater catch barrels available for purchase online.

Councilmember Matranga thanked all attendees and commented that the Halloween in the Park event was an "outstanding event," thanking City staff, the Chamber, and vendors. He added onto Councilmember Griffon's comments about BayTran's new Drainage Committee, emphasizing that drainage issues not limited to Friendswood but are regional, and that inter-city communication is critical for long-term flood solutions.

Mayor Pro Tem Ellisor closed the comments encouraging residents to vote and additionally emphasized the importance of jury service.

## **5. PUBLIC COMMENT**

Mayor Pro Tem Ellisor announced the following citizens had signed up to provide a public comment.

Mr. Thomas Chastant spoke to Council on behalf of The Shepherd's Nook store, expressing concern about a neighboring property that has been poorly maintained creating fire and rodent hazards. He noted Code Enforcement has been unable to reach the property owners despite multiple attempts and asked the City to take further action.

Mr. Dave Yelovich thanked the Friendswood Emergency Medical Services (EMS) team for their service during a personal emergency. He also raised concerns to Council about the lack of police patrol presence in his Whittier Oaks neighborhood, suggesting more community engagement such as bike patrols. He lastly criticized the prolonged delays in the Blackhawk Road project.

## **6. WORK SESSION TOPICS**

### **A. Receive and discuss a presentation from the Emergency Medical Services division.**

Emergency Medical Services (EMS) Chief Lisa Camp provided the presentation on the Friendswood EMS division to Council with the following highlights:

#### **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**

- Total Personnel: 49
  - 14 full-time medics

- 18 part-time medics
- 17 volunteer medics
- Ambulances:
  - 4 Type I ambulances, licensed by the Texas Department of State Health Services (DSHS) as Mobile Intensive Care Units (MICUs)
  - 2 ambulances staffed 24/7/365, each with two medics
  - 1 paramedic supervisor on duty in the city 24 hours a day

### **Calls for Service**

- Total annual calls: ~3,700 (projected to reach 3,900 by 2026)
- Transports: ~60% of calls result in patient transport
- Fall-related calls:
  - Represent 20% of all transports
  - Over 60% of fall-related calls require ALS transport
- Peak activity: Up to 18 calls per day across two ambulances
- Call volume has significantly increased since COVID, reflecting higher community demand

### **Type I Ambulance Timeline**

- 1972: Friendswood EMS begins with a station wagon ambulance (Ford LTD).
- 1985: Frazer Manufacturing begins producing ambulances in Houston.
- 1988: Friendswood EMS purchases its first Frazer Type I ambulance.
- 1988–Present: Frazer Type I ambulances remain the fleet standard, with 37 years of success across a 53-year history.

### **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

### **Key Decision Points in Vehicle Selection**

- 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

EMS Medical Director Dr. Abel Longoria then addressed the Council, expressing pride in Friendswood EMS as they have received national and state recognition for their service. He cautioned against changing their current model. Friendswood's system allows providers to perform full CPR, ACLS, and ventilator operations in route, ensuring the advanced level of service that citizens deserve. He also took a moment to address Council's concern of fall calls. He noted they are a symptom of instability for a number of reasons and delaying that transfer would cut into that "golden hour" of care.

Mayor Pro Tem Ellisor then opened the floor to Council. Councilmember Matranga asked how Friendswood EMS compares to nearby cities in staffing and equipment. Chief Camp replied neighboring cities are operating three or four trucks. Friendswood is not as big as League City, Pearland, and Alvin; nonetheless, Friendswood was in line with them and nearing adding that third truck. Dr. Longoria emphasized that the Type I model was the standard ambulance type for providing care. Councilmember Branson inquired whether other nearby communities use different ambulance types and how they performed. Chief Camp shared that Alvin's Type II ambulance had failed operationally and was removed from service, reaffirming her understanding of why Friendswood continues using Type I units.

Councilmember Griffon thanked Chief Camp and EMS staff for clarifying cost details. He additionally clarified that his earlier proposal to consider smaller ambulances was not about fall calls, but about expanding coverage and cost efficiency. After reviewing actual costs, he concluded he had no problem with the Type 1 vehicle and praised Friendswood's stellar response times. Councilmember Hanks agreed and commended both Chief Camp and Dr. Longoria. She voiced her full support for maintaining the current EMS standards.

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

City Manager Morad Kabiri explained that this item originated from a resident's complaint last month regarding tree trimming on private property performed by the City's Public Works Department. At Council's request, the topic was brought forward to review current policies and procedures, as well as to address the specific property in question.

The current ordinance, Ordinance No. 2024-22, was adopted in August 2024 and updated height clearance requirements for vegetation over public rights-of-way:

- 15 feet over the traveled portion of the street (previously 10 feet); and
- 10 feet over sidewalks, or "otherwise reasonably possible" to allow pedestrian clearance.

Mr. Kabiri noted that the purpose of the height requirement is to protect larger vehicles, such as fire trucks, garbage trucks, and school buses. These vehicles generally require 14 feet of clearance. Thus, the City established 15 feet to allow for branch regrowth and drooping from rain.

Neighboring city height clearance standards include:

- League City: 15 feet
- Pearland: 15 feet
- Alvin: 12 feet
- Webster: 14 feet

Mr. Kabiri informed Council that Public Works does not patrol the city for violations but responds to notifications from: FISC or CCISD (most commonly during pre-school-year bus route tests), citizens, Police, Emergency Services, or Waste Connections. He provided the process as follows:

1. Notification received — typically from the school districts identifying low-hanging branches.
2. City notifies property owner of the issue and provides a copy of the ordinance.
3. If the homeowner requests time, they are typically given 30–45 days, sometimes up to 60 days to complete trimming before the City intervenes.
4. If the homeowner cannot or does not trim the trees, Public Works crews will do so within the right-of-way only (approximately 11 feet behind the curb)
5. Crews trim only to meet clearance, not for appearance, staying within City right-of-way—never entering private property.

Mr. Kabiri emphasized that crews are not arborists and that trimming may appear “aesthetically unpleasing,” but the City’s role is to ensure vehicle and pedestrian safety, not landscaping. After adoption of the 2024 ordinance, Communications posted reminders on social media illustrating proper clearance heights, encouraging residents to preemptively inspect and trim their trees. Posts also reminded residents that City crews trim for clearance, not aesthetics, and recommended hiring a professional arborist to maintain appearance.

Mr. Kabiri reviewed the history of tree maintenance at 1215 Merriewood, the property discussed in the October meeting:

- **November 2019:** City crews trimmed some small branches to the old ordinance height of 10’ upon a request from FISC. 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.
- **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.”
- **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.
- **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.
- **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.

Mr. Kabiri noted that social media posts described the trimming as “butchering,” however, he displayed images showing that the tree was not damaged or killed. Nonetheless, he provided the following recommendations and improvements:

### **Recommendations and Improvements**

- Photo documentation — Crews will photograph trees before trimming using a measuring rod to show height violations.
- Clarifying sidewalk clearance — Current language (“or otherwise reasonably possible”) is ambiguous; staff intends to revise it for consistency to 10 feet, eliminating subjective interpretation of “reasonable.”

Councilmember Matranga thanked staff for taking a look at the ordinance. He acknowledged there were a few cleanup things they need to do in the ordinance itself and in how it is implemented. He also appreciated that staff will also look at some communication improvements. Councilmember Branson also expressed appreciation noting this came up on social media, and she was one of the ones that the property owners reached out to. She thanked staff for the photographs of the trimmings, stating: “A picture is worth a thousand words.”

Councilmember Griffon supported revisiting the tree ordinance. He suggested reviewing which types of trees are best suited for certain areas. Councilmember Matranga added that he is “a tree lover” and empathized with the upset homeowners. Nevertheless, he stated that the trimming was the bare minimum that the city had to do to prevent problems with school buses and other vehicles. He appreciated staff’s efforts and confirmed that over the last month, they had already taken on relooking at the ordinance.

## **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.”**

At 6:28 P.M., Mayor Pro Tem Ellisor opened the public hearing and asked staff to summarize the subject matter.

Community Development Department (CDD) Aubrey Harbin explained that the property owner requested a zoning change from residential to commercial. In order to make that change, the Future Land Use Map (FLUM) must be amended first. Ms. Harbin noted that the property borders both residential and commercial zones. This property has flip-flopped back and forth over the past several years trying to develop. The request was to change the FLUM from Low Density Residential to Retail. All required notices had been published and the Planning and Zoning Commission voted unanimously 5–0 in favor of the request, giving a positive recommendation to City Council.

At 6:31 P.M., Mayor Pro Tem Ellisor announced no citizen had signed up to speak on this item and closed the public hearing.

After the public hearing, Item 7.C. was then considered prior to Item 7.B.

- 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.”**

A motion was made by Councilmember Hanks and seconded by Councilmember Matranga to approve Ordinance No. 2025-29, as submitted and related to Item 7.C. The vote was the following:

Ayes: Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: None

Absent: Mayor Mike Foreman and Councilmember Michael P. Ross

The item passed unanimously.

#### ORDINANCE NO. 2025-29

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.

- 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).**

At 6:31 P.M., Mayor Pro Tem Ellisor opened the public hearing and asked staff to summarize the subject matter.

Community Development Department (CDD) Aubrey Harbin explained this is the zone change request following the amendment of the Future Land Use Map. The proposal is to change the zoning of the property from Single-Family Residential to a Community Shopping Center. Once they develop, they will need to submit a replat, and then they will do a site plan with the Planning and Zoning Commission. The property will be subject to the Community Overlay District requirements during development. The Planning and Zoning Commission also had their public hearing on this and forwarded a positive recommendation as well.

At 6:33 P.M., Mayor Pro Tem Ellisor announced no citizen had signed up to speak on this item and closed the public hearing.

- 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).**

A motion was made by Councilmember Hanks and seconded by Councilmember Branson to approve Ordinance No. 2025-30, as submitted and related to Item 7.D. However, discussion ensued prior to the vote.

Councilmember Matranga noted that the property in question had changed zoning classifications several times over the past decade and asked staff to clarify the surrounding zoning. Community Development Department (CDD) Aubrey Harbin explained that the property fronts Edgewood Drive, with a large single-family tract to the right, retail frontage and a mobile home park to the left, and the Montebello Subdivision behind it. She added that one adjacent homeowner had purchased a portion of the property to create their own buffer.

If the property were rezoned to Community Shopping Center (CSC), Councilmember Matranga then asked about the required barriers. Ms. Harbin stated that a commercial-to-residential boundary requires an eight-foot opaque fence and a ten- to fifteen-foot landscaped buffer with a tree every twenty-five feet, noting some exceptions for existing vegetation. She also clarified that both zoning districts are typically limited to forty feet in building height, with exceptions for taller.

The vote for the motion on the table was the following:

Ayes: Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: None

Absent: Mayor Mike Foreman and Councilmember Michael P. Ross

The item passed unanimously.

#### ORDINANCE NO. 2025-30

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

## **8. CITY MANAGER'S REPORT**

### **A. Receive an update regarding the City of Friendswood earning a 2025 Top Workplace Winner from the Houston Chronicle.**

City Manager Morad Kabiri announced that for 2025, the City of Friendswood was once again recognized as a Top Workplace by the Houston Chronicle. This marked the third consecutive year the City has received the honor. Out of nearly 6,000 companies, 71 were selected in their size bracket. He noted the survey was completed anonymously by employees. The Council congratulated staff on the recognition.

### **B. Present an update on Stevenson Park improvements completed during the past fiscal year.**

City Manager Morad Kabiri commending the Parks staff for their extensive maintenance and upgrades on Stevenson Park. He highlighted that the Rotary Pavilion was re-stained, new shade canopies were added near the splash pad, drainage improvements were completed, and new lighting was installed at the entryway arch through a Keep Texas Beautiful grant. He noted that holiday wreaths were being placed at the entry and that within the next week and a half, a 40-foot Christmas tree would be installed.

### **C. Present an update regarding the City's Fall Haul event.**

City Manager Morad Kabiri reminded residents of the annual Fall Haul event scheduled for Saturday, November 8, at Centennial Park. He explained that shredding services would be available from 8:00 a.m. to 12:00 p.m. with a 200-pound paper limit per vehicle and residents must provide proof of residency.

### **D. Receive an update regarding the City's upcoming holiday events.**

City Manager Morad Kabiri highlighted the City's 2025 holiday events, thanking the Parks and Recreation Department and Friendswood Library.

#### **Parks & Recreation**

- Nov 10<sup>th</sup> – Veteran's Day for the Senior Program
- Nov 14<sup>th</sup> – Mother and Son Kickball Jam at Renwick Park
- Nov 19<sup>th</sup> – Senior Center Thanksgiving Potluck
- Nov 22<sup>nd</sup> – Blue Santa Softball Tournament and Toy Drive
- Nov 24<sup>th</sup> – The Holiday Lighted Trail in Stevenson Park
- Dec 6<sup>th</sup> – Flap Jack Fun Run
- Dec 13<sup>th</sup> – Santa in the Park feature our new 40-foot Christmas Tree!
- Dec 16<sup>th</sup> – Breakfast with Santa at the Senior Center

#### **Friendswood Library**

- Dec 1<sup>st</sup> – 13<sup>th</sup> Christmas Card Drive for Hope Village
- Dec 4<sup>th</sup> – Holiday Pancakes and Pajamas Storytime
- Dec 8<sup>th</sup> – Santa visits the Library
- Dec 18<sup>th</sup> – Wonderland Quartet
- Dec 19<sup>th</sup> – Stuffed Animal Sleepover Drop Off

- Dec 31<sup>st</sup> – Noon Year’s Eve Party
- Jan 9<sup>th</sup> – 11<sup>th</sup> Zaki Con

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

City Manager Morad Kabiri recognized Parks and Recreation Assistant Director Gary Williams, who is retiring after over 24 years of service. Mr. Williams began with the City in 2001 as a Code Enforcement Officer, became a Building Inspector in 2002, and joined Parks & Recreation in 2010. Mr. Kabiri called him a fantastic asset to their community and presented him a token of their support. Mr. Williams gave a few words and thanked the Council and staff for their support.

**9. BUSINESS ITEMS**

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

Community Development Department (CDD) Director Aubrey Harbin recalled the Ardurra Group came and gave council the introduction last month for the Comprehensive Plan Update. Part of that process is appointing an Advisory Committee that will work with them and staff throughout the process. They will have at least four meetings. Staff hope to have the first kickoff meeting in December.

**Proposed Appointees**

- Marcus Rives, Planning & Zoning Commission – Planning Subcommittee
- Travis Mann, Planning & Zoning Commission – Planning Subcommittee
- Brian Bounds, Planning & Zoning Commission – Planning Subcommittee
- Sharon Rowsey, Community & Economic Development Committee (CEDC)
- Blaise Guzzetta, Community & Economic Development Committee (CEDC)
- Alex Aragon, Clear Creek ISD
- Tram Kim, Resident
- Debbie Vascik, Community Rating System (CRS) Coordinator
- Brian Freedman, Bay Area Houston Economic Partnership
- Brett Banfield, Friends of Downtown Friendswood (FDFA) and local developer
- Rebecca Hillenburg, Friendswood Downtown Economic Development Corporation (FDEDC)
- Elmer Bubba Johnson, Friendswood Downtown Economic Development Corporation (FDEDC)
- Carlisle Gullede, Local business owner
- Nolan Correa, Friendswood ISD
- Allan Stanfield, realtor
- Beth Stanfield, realtor
- FHS Student

A motion was made by Councilmember Matranga and seconded by Councilmember Griffon to authorize the formation of an ad hoc Comprehensive Plan Advisory Committee, related to Item 9.A. The vote was the following:

Ayes: Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: None

Absent: Mayor Mike Foreman and Councilmember Michael P. Ross

The item passed unanimously.

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

City Manager Morad Kabiri relayed this particular project is located on North Friendswood Drive near the Kroger and Topping Burger grocery store. The particular business in question currently is in the City of Pearland. They are relocating their shop here in Friendswood and investing \$3 million in renovation and expansion to the site. The economic incentive is about \$30,000 that will be paid.

A motion was made by Councilmember Branson and seconded by Councilmember Hanks authorizing an Economic Development Agreement with All Out Development Inc., related to Item 9.B. The vote was the following:

Ayes: Mayor Mike Foreman, Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: None

Absent: Mayor Mike Foreman and Councilmember Michael P. Ross

The item passed unanimously.

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

Engineering Department Director Jill Arias provided background information on this item. This is a bridge located on Greenbrier at Chigger Creek. About three years ago, the approaches to the bridge started settling to the point where it became the biggest speed hump in Friendswood. At the time, Public Works shut down Greenbrier for a couple of days, and they did some rehab work. This contract with Guy Engineering will start with a comprehensive inspection of the bridge. After that, they will prepare some plans and help send that out for bid. Staff plans on having this done for this coming summer to have this street shut down while school is out. The goal would be to have it back open before school.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks to authorize a Professional Services Agreement with Guy Engineering Services, Inc., related to Item 9.C. The vote was the following:

Ayes: Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: None

Absent: Mayor Mike Foreman and Councilmember Michael P. Ross

The item passed unanimously.

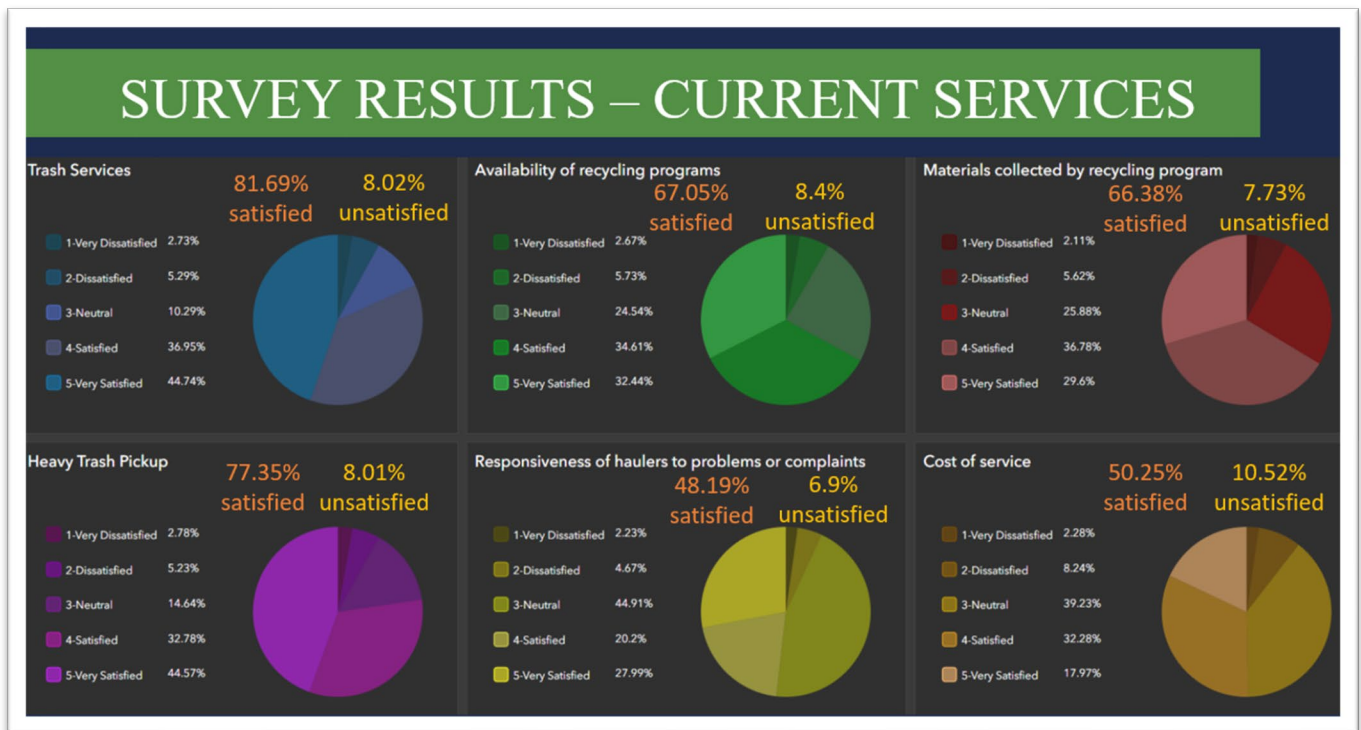
## 10. PROPOSED ORDINANCES & RESOLUTIONS

### 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.

City Manager Morad Kabiri recalled the city has been discussing our current solid waste services for the last several months dating back to 2024. Most recently, we had a workshop to go over the city-wide survey that took place. The metrics were provided as follows:

#### Survey Results

- 1,797 responses
- 13% survey response
- Geographically spread-out throughout the city
- 801 comments



Mr. Kabiri summarized that the responses were overwhelmingly positive. Folks were very happy with the current service levels that are provided by Waste Connections. At that workshop, Council directed staff to move forward with negotiating a new contract with Waste Connections. The agreement presented to council includes no change to the service model. They will have a manual lift rear-load truck and maintain the number of service days: twice-a-week trash service in our community, once-a-week heavy haul, as well as once-a-week recycling. The agreement also has additional route requirements to address

the Wednesday service issue. The contract stipulates Waste Connections will put in additional routes, if necessary, to make sure their service does not make that same delay.

Comparing the city's current and proposed rate to neighboring cities, Mr. Kabiri stated that Friendswood is still within the ballpark both in frequency as well as dollar amount. Staff had looked at going out for bids and saw the price point was going to be quite a bit higher. He explained that is why they continued to stay with our current service provider. If they did not receive overwhelming support in the survey, they would have gone a different direction.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks to approve the first reading of a proposed ordinance, as submitted and related to Item 10.A. The vote was the following:

Ayes: Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: None

Absent: Mayor Mike Foreman and Councilmember Michael P. Ross

The item passed unanimously.

#### PROPOSED ORDINANCE

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

**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.**

A motion was made by Councilmember Branson and seconded by Councilmember Matranga to approve the first reading of the proposed ordinance, as submitted and related to Item 10.B. The vote was the following:

Ayes: Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: None

Absent: Mayor Mike Foreman and Councilmember Michael P. Ross

The item passed unanimously.

### PROPOSED ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRIENDSWOOD, TEXAS, AMENDING THE FEE SCHEDULE CONTAINED IN APPENDIX D "SCHEDULE OF FEES, RATES, CHARGES, DEPOSITS, BOND AND INSURANCE AMOUNTS" OF THE FRIENDSWOOD CITY CODE 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.

- 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.**

A motion was made by Councilmember Branson and seconded by Councilmember Matranga to approve Ordinance No. 2025-31, as submitted and related to Item 10.C. However, discussion ensued prior to the vote.

City Manager Morad Kabiri provided a brief overview by stating that recently, the State Legislature passed a law that said we can no longer use our Planning and Zoning Commission as a Capital Improvements Advisory Committee relative to impact fees, so the City must establish a new committee of members made up predominantly of people with a real estate background. That is what this item is doing, as well as cleaning up language regarding the removal of the Sidewalk Installation Fund, which has been discussed in previous Council meetings. The fund still has funding in it; however, the intent is that if a sidewalk is needed, developers are supposed to install it at the time. Councilmember Griffon noted that doing away with the sidewalk fund does not mean that the City will not take care of the sidewalks and Mr. Kabiri confirmed.

The vote for the motion on the table was the following:

Ayes: Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: None

Absent: Mayor Mike Foreman and Councilmember Michael P. Ross

The item passed unanimously.

ORDINANCE NO. 2025-31

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.

**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.**

A motion was made by Councilmember Branson and seconded by Councilmember Griffon to approve Ordinance No. 2025-32, as submitted and related to Item 10.D. However, discussion ensued prior to the vote.

City Manager Morad Kabiri noted this was the first Budget Amendment for fiscal year 2026. It covers routine appropriation of funds based on prior approved Council contracts, as well as receivables from various grants and insurance outlays.

The vote for the motion on the table was the following:

Ayes: Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Joe Matranga, and Councilmember Robert J. Griffon

Nays: None

Absent: Mayor Mike Foreman and Councilmember Michael P. Ross

The item passed unanimously.

ORDINANCE NO. 2025-32

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.

- 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.**

City Manager Morad Kabiri explained that the City has been dealing with this Lake Friendswood property since the early 1990s, when the City acquired the land from the Galveston County Parks Board. Over the years, there have been multiple lawsuits and legal disputes involving the five-acre tract at the southeast corner of the forty-acre property. He stated that the most recent lawsuit was withdrawn, so there is no current litigation. Nevertheless, staff recommended that the City acquire the property so that it is no longer a question for future councils nor a question for future property owners. The City extended an offer but received no response, so staff sought Council's authority to begin eminent domain proceedings.

City Attorney Karen Horner outlined the process for council: the City will continue negotiations and, if needed, make a final offer with the appraisal attached. If the offer is declined, the City can file an eminent domain proceeding, after which three commissioners would determine the property's value. Once the City tenders the payment to the court, it will gain possession of the property. Councilmember Griffon asked how long negotiations had been ongoing. Mr. Kabiri replied 32 years despite multiple six-figure offers from the City, despite currently being appraised by GCAD for a total of \$40. Councilmember Matranga emphasized the seriousness of eminent domain, stating he supports it as the only path left open to the city to resolve this once and for all.

A motion was made by Councilmember Griffon and seconded by Councilmember Hanks to approve Resolution No 2025-35, as submitted and related to Item 10.E. The vote was the following:

Ayes: Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga,

Nays: None

Absent: Mayor Mike Foreman and Councilmember Michael P. Ross

The item passed unanimously.

RESOLUTION NO. 2025-35

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 & GN 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.

**11. CONSENT AGENDA**

A motion was made by Councilmember Matranga and seconded by Councilmember Griffon to approve Consent Agenda Items 11.A. through 11.H. The vote was the following:

Ayes: Mayor Pro Tem John Ellisor, Councilmember Sally Branson, Councilmember Trish Hanks, Councilmember Robert J. Griffon, Councilmember Joe Matranga,

Nays: None

Absent: Mayor Mike Foreman and Councilmember Michael P. Ross

The Consent Agenda passed.

- 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.**

RESOLUTION NO. 2025-36

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.

- 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**

With there being no further business, Mayor Pro Tem John Ellisor adjourned the November 3, 2025, City Council Regular Meeting at 7:07 P.M.

\_\_\_\_\_  
John Ellisor, Mayor Pro Tem

Attest:

\_\_\_\_\_  
Raquel Martinez, TRMC, City Secretary